

## Illegal Parcels



**From** Shay Stark <shay.stark@aquaeng.com>  
**To** Laura Oliver <laura@elkridgecity.org>  
**Date** 2019-10-24 00:08

LOTS TABLE.docx (~15 KB)

Laura,

The City has 22 undeveloped lots in the older part of town that do not meet the current zoning requirements and are not legally subdivided lots and therefore cannot be developed (Please see the attached list). The histories of these lots range from being remainder parcels left behind as subdivisions developed, to lots split by deed, to lots split based upon a legal subdivision that did not complete the approval process due to bankruptcy and foreclosure, leading banks to sale lots from a Plat that was never recorded.

Because these lots are not legal lots of record they are subject to the current zoning requirements which in each case they are deficient in size or frontage.

In the case of the eight lots on the Bella Vista right-of-way the lots met the zoning at the time the plat was going through approval with the City but with the mid-stream bankruptcy and foreclosure the approval process stalled and was never completed. The lots were sold presumably by the bank or banks and now with rezones these lots fall short of the 15,000 square feet required by the current zoning.

The question becomes how the City resolves this issue and allow the lots to be developed? Part of the solution may lie in an obscure section of code that was added to the City Development Code in 2006:

### **10-12-30: ZONE DEVELOPMENT STANDARDS; EXCEPTION:**

*The planning commission may approve, following a public hearing, a subdivision with a lot that has a width, side setbacks and/or area less than that required by this title, provided the following conditions are met:*

- A. *The proposed lot width, side setbacks and/or area in the R-1-20,000 and R-1-15,000 zones shall be at least eighty percent (80%) of the minimum lot width, side setbacks and/or area required by these zones or at least the same width, side setbacks and/or area as eighty percent (80%) of the lots within four hundred feet (400') of the property fronting on the same street.*
- B. *The proposed subdivision shall contain no more than two (2) lots.*
- C. *The proposed subdivision shall meet all other subdivision and zoning ordinance requirements, including front and rear setbacks.*
- D. *Any person requesting a subdivision under this exception shall submit a plan showing compliance with the setback, driveway slope and buildable area requirements for the lot that has a width or area less than that required by this title. (Ord. 06-16, 11-14-2006)*

This section of code seems to provide a mechanism to resolve most of the cases with the exception of a handful that have additional extenuating circumstances, such as little to no street frontage or utility access issues, that will require additional consideration if they are every brought forward. The process which the applicant would go through would be the same process as a single lot split. This process is essentially a simplified subdivision process that due to the minimal nature of improvements required combines the preliminary process and final plat process and only requires one pass through the Planning Commission and City Council. According to State law they are not even required to create a plat but can just record a certification from the City that the parcel has been approved by the City as a legal lot of record. If this route is taken I would still recommend that at the very least a record of survey is required and is recorded with the Certification so that in the future there is no question as to the property description that was considered.

One concern with applying this code to resolve these issues is that others may create a lot that does not meet code by splitting a lot by deed and then ask for this exception to bring it into compliance. In order to minimize this possibility, it is recommended that an additional sentence be added to the ordinance that states: *Lots split by deed after Date of Amendment Approval which are noncompliant with the zoning requirements in the Elk Ridge Development Code shall not be given future consideration for exception under this section of code.*

I am interested to hear the Planning Commission and City Councils thoughts about this as there are a few property owners who will very likely jump at the chance to resolve a stalemate that has kept them from selling and/or building on their lots.

Thanks,

SHAY STARK – PLANNER/DESIGNER

AQUA ENGINEERING

OFFICE (801) 299-1327 DIRECT (801) 683-3731

[shays@aquaeng.com](mailto:shays@aquaeng.com) [www.aquaeng.com](http://www.aquaeng.com)

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## Memo – Status of Ashworth Parcel Lot 1 Salem Hills Subdivision Plat C

City of Elk Ridge, Utah  
City Council Discussion and Decision  
October 24, 2017

### Regarding: Status of Ashworth Parcel Lot 1 Salem Hills Subdivision Plat C

#### Background:

The Acworth's own the south half of Lot 1 in Plat C of the Salem Hills Subdivision (621 South Canyon View Drive Tax ID 52:139:0001). The original developers of Plat C. Hal and Keith Shuler and James Winterton sold the Ashworth's the south half of Lot 1 in May of 1979. It is not known if the split of Lot 1 was approved by Salem Hills/Elk Ridge Town. However, it looks like there must have been some discussion with the City as not only were a few plated lots in the Salem Hills subdivisions split in this general period but also the open space in the Salem Hills plats was being broken up and sold to adjacent land owners with larger pieces split off into additional building parcels. Documenting the time of the lot split for the Ashworth property has been hard to verify but thanks to a deed provided by Mr. Ashworth documenting their purchase of the property from the Developer we know that it had to occur either with this sale or prior to this sale in May of 1979. As this sale occurred prior to the incorporation of Elk Ridge as a City this therefore makes the parcel a non-conforming legal lot of record.

As a side note in reviewing the histories of several parcels in the Salem Hills Subdivision there seems to be two patterns emerging. In the late 1970's and early 1980's several parcels were created either by dividing previously subdivided parcels or new parcels created out of the open space were sold as building lots by the original developers. A look at the history of the Salem Hills development may help explain this. Plats A & B of the Salem Hills Subdivision were developed in the early 1970's in the County. Those two plats included open space surrounding some interior lots and along Park Drive and what would eventually become Canyon View Drive. Additional development would not occur for four years and in the meantime the town of Salem Hills was incorporated in December 1976. From 1977 through 1978 Plats C through G were approved with a mix of lot sizes on each plat ranging from roughly 10,000 square feet on up to one acre lots. Plat H was approved and a year later was re-platted as Plat N. In 1978 another transition occurs as Plat I through Plat N were then developed as small lots. It looks like the developers found themselves owning and maintaining the open space. They were probably trying to cash out of what they had remaining and smaller parcels must have been the preferable market at the time.

The other pattern seems to be the division of lots in the mid 1990's and early 2000's which in most cases, at least anecdotally seem to have gone through some sort of process with the city but did not result in a recorded legal certification of the process by the City such as a plat or even a certification

letter. Oddly though other parcels in the same subdivisions which were spilt during this same time period have recorded plats or other types of certification recorded.

It is from these two patterns of activity that most of the lots in question in the Salem Hills Subdivision have been created.

As for the Ashworth parcel it should also be noted that the Earnest Money Receipt and Offer to Purchase Offer states that water, sewer and power services were to be installed as part of the sale. If so, this lot should not require additional improvements or dedication of improvements.

**Recommendation:**

Based on the history of the parcel and the previous recommendation of the City Attorney that parcels created prior to incorporation as a City are essentially non-conforming legal lot of record the staff recommends that the Ashworth parcel be declared as such. It is also recommended that the owner should verify the existence of services prior to placing the parcel up for sale or the City issuing a building permit whichever comes first.

Shay Stark, Planner

Phone: 801-299-1327 ext. 3731

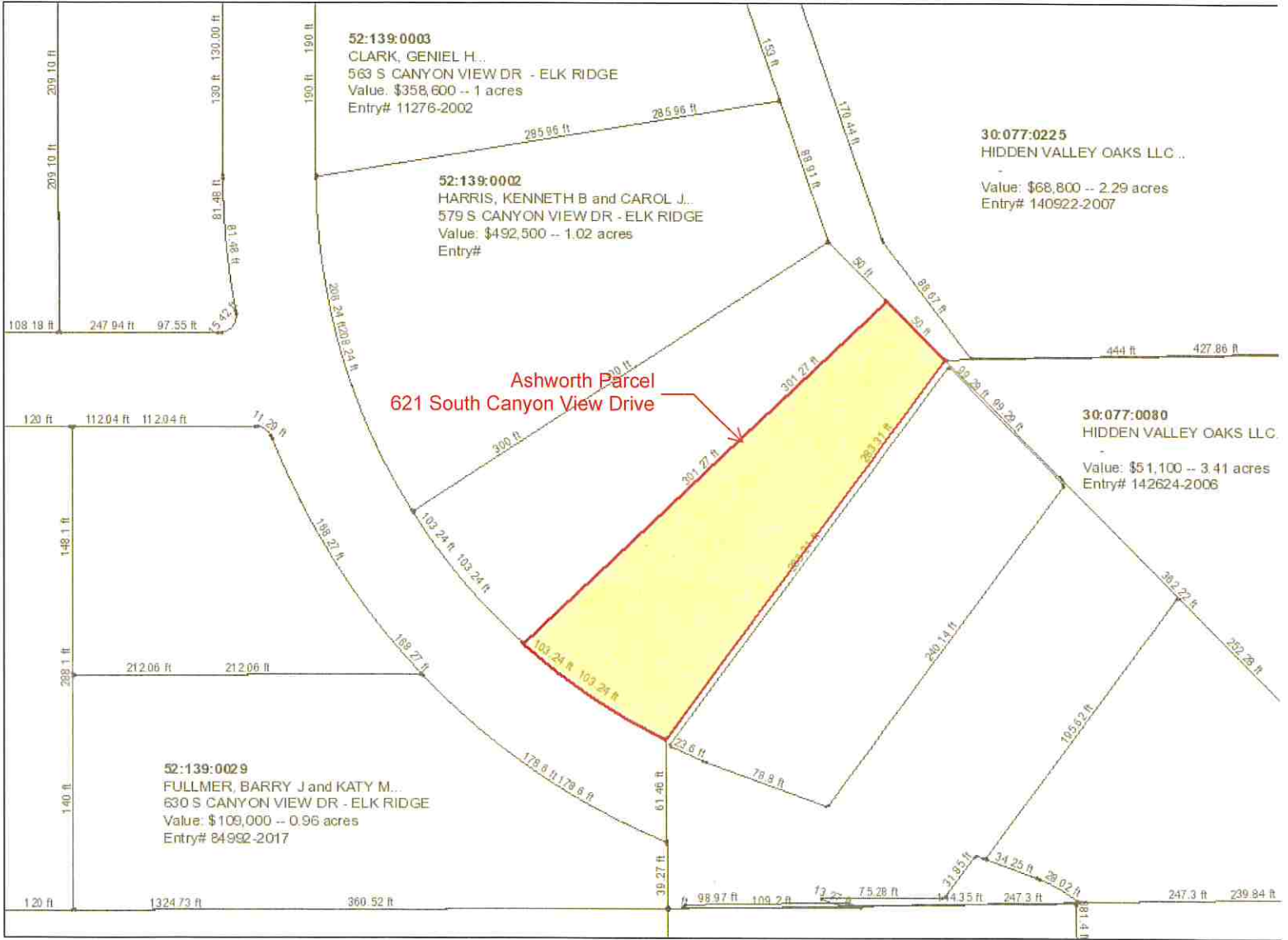
E-mail: [shays@aquang.com](mailto:shays@aquang.com)

Attachments:

Parcel Location Map

Warranty Deed

Earnest Money Receipt and Offer to Purchase.



# Utah County Parcel Map

Ashworth Parcel

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 10/20/2017



S2223-C-1-A

Recorded at Request of 21389

at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_

by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref: \_\_\_\_\_

Mail tax notice to BRENT F. ASHWORTH Address 1201 S. MAIN  
PAYSON, UTAH, 84651

# WARRANTY DEED

[CORPORATE FORM]

SUBURBAN LAND CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Provo, of County of Utah, State of Utah, grantor, hereby CONVEYS AND WARRANTS to BRENT F. ASHWORTH and CHARLENE M. ASHWORTH, husband and wife, as joint tenants with full right of survivorship

of \$10.00 and other valuable consideration - - - - - grantee for the sum of - DOLLARS.

the following described tract of land in Utah County, State of Utah:

Beginning at the Southwest corner of Lot 1, Plat "C", Salem Hills Subdivision, said point being North 100.72 feet and West 1.06 feet from the East 1/4 Corner of Section 26, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence 103.57 feet along the arc of a 372.08 foot radius curve to the right whose chord bears North 56° 25' 24" West 103.24 feet; thence North 47° 17' 08" East 301.27 feet; thence South 45° 00' East 50.00 feet; thence North 47° 17' 08" West 283.31 feet to the point of beginning.

PT 6071  
35069-77

*See top*  
*Shanice*

RECORDED AT THE REQUEST OF  
SECURITY TITLE & ABS. CO.  
BOOK 1749 PAGE 359  
1979 JUN -4 PM 2:50  
NINA S. REID  
PLATEAU COUNTY REC'D  
PR ABS T. IND. R.

21389

NOT LEGIBLE FOR MICROFILM

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 1st day of June, A. D. 19 79.

Attest:  
*Josephine L. Winterton*  
Josephine L. Winterton Secretary.

[CORPORATE SEAL]

SUBURBAN LAND CORPORATION Company  
By *James R. Winterton*  
James R. Winterton President.

STATE OF UTAH,  
County of Utah } ss.

grantor, hereby CONVEYS AND WARRANTS to BRENT F. ASHWORTH and CHARLENE M. ASHWORTH, husband and wife, as joint tenants with full right of survivorship

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PT 607  
35069-77

*See top  
of grantee*

RECORDED AT THE REQUEST OF  
21389  
SECURITY TITLE & ABS. CO.  
BOOK 1749 PAGE 359  
1979 JUN -4 PM 2:50  
MINA S. REID  
PLATE COUNTY REC'D  
ABS. T. INO.  
RDCS

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 1st day of June, A. D. 19 79.

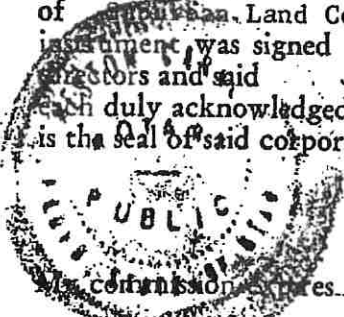
Attest:  
*Josephine L. Winterton*  
Josephine L. Winterton Secretary.

[CORPORATE SEAL]

SUBURBAN LAND CORPORATION Company  
By *James R. Winterton*  
James R. Winterton President.

STATE OF UTAH,  
County of Utah } ss.

On the 1st day of June, A. D. 1979 personally appeared before me James R. Winterton and Josephine L. Winterton who being by me duly sworn did say, each for himself, that he, the said James R. Winterton is the president, and she, the said Josephine L. Winterton is the secretary of Suburban Land Corporation Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said James R. Winterton and Josephine L. Winterton each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



*James R. Winterton*  
Notary Public.  
My residence is *Provo, Utah*

NOT LEGIBLE FOR MICROFILM  
BOOK 1749 PAGE 359

"THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."

### EARNEST MONEY RECEIPT AND OFFER TO PURCHASE

1 TO: Neb. Agency Kasson Utah, 17 May 19 79  
Name of Broker Company

2 IN CONSIDERATION OF your agreement to use your efforts to present this offer to the Seller, I/we Grant F. Caldwell, Madeline M. Ash  
3 hereby deposit with you as earnest money the sum of (\$ 100.00 ) One Hundred and no/100 DOLLARS  
4 in the form of CASH

5 to secure and apply on the purchase of the property situated at: South east part of Lot #1, Plat C  
6 Blm. H-111

7  
8  
9  
10 FLK Ridge City Utah County, State of Utah

11 including any of the following items if at present attached to the premises: Plumbing and heating fixtures and equipment including stoker and oil tanks, water heaters, and burners,  
12 electric light fixtures excluding bulbs, bathroom fixtures, roller shades, curtain rods and fixtures, venetian blinds, window and door screens, linoleum, all shrubs and trees, and any  
13 other fixtures except None

14 The following personal property shall also be included as part of the property purchased: None

15  
16  
17 The total purchase price of (\$ 15,500.00 ) Fifteen and no/100 DOLLARS

18 shall be payable as follows: \$ None which represents the aforescribed deposit, receipt of which is hereby acknowledged by you:  
19 \$ None when seller approves sale; \$ 2,900.00 Twenty Nine Hundred on delivery of deed or final contract of  
20 sale which shall be on or before June 1 19 79, and \$ 200.00 each month commencing July 1, 1979  
21 and a like amount for a period of 3 months at which time  
22 the balance shall become due & payable

23  
24 Buyer will take Seller out of title to the South East  
25 part of the lot within 30 days of delivery of deed  
26 and shall pay all reasonable costs of title insurance

27 until the balance of \$ 15,500.00 together with interest is paid; provided, however, that buyer at his option, at any time, may pay amounts in excess of the monthly  
28 payments upon the unpaid balance, subject to the limitations of any mortgage or contract by the buyer herein assumed. Interest at 10 % per annum on the unpaid portions of the  
29 purchase price to be included in the prescribed payments and shall begin as of date of possession which shall be on or before June 1, 1979. All risk of loss and destruction  
30 of property, and expenses of insurance shall be born by the seller until date of possession at which time property taxes, rents, insurance, interest and other expenses of the property shall  
31 be prorated as of date of possession. All other taxes and all assessments, mortgages, chattel liens and and other liens, encumbrances or charges against the property of any nature shall

32 be paid by the seller except: None  
33 The following special improvements are included in this sale: Sewer  Connected  Septic Tank and/or Cesspool  Sidewalk  Curb and Gutter  Special Street  
34 Paving  Special Street Lighting  Culinary Water (City  Other Community System  Private  (Legend: Yes (x) No (0)).

35 CONTRACT OF SALE OR INSTRUMENT OF CONVEYANCE TO BE MADE ON THE APPROVED FORM OF THE UTAH SECURITIES COMMISSION IN THE NAME OF  
36 Grant F. Caldwell, Madeline M. Ashworth, H+L as joint tenants

37 This payment is received and offer is made subject to the written acceptance of the seller endorsed hereon within \_\_\_\_\_ days from date hereof, and unless so  
38 approved the return of the money herein receipted shall cancel this offer without damage to the undersigned agent.

39 In the event the purchaser fails to pay the balance of said purchase price or complete said purchase as herein provided, the amounts paid hereon shall, at the option of the  
40 seller be retained as liquidated and agreed damages.

41 It is understood and agreed that the terms written in this receipt constitute the entire Preliminary Contract between the purchaser and the seller, and that no verbal statement  
42 made by anyone relative to this transaction shall be construed to be a part of this transaction unless incorporated in writing herein. It is further agreed that execution of the final  
43 contract shall abrogate this Earnest Money Receipt and Offer to Purchase.

44 Neb. Agency Agent By Grant F. Caldwell  
Broker Company

45 We do hereby agree to carry out and fulfill the terms and conditions specified above, and the seller agrees to furnish good and marketable title with abstract brought to date or at

46 Seller's option a policy of title insurance in the name of the purchaser and to make final conveyance by warranty deed or \_\_\_\_\_;  
47 In the event of sale of other than real property, seller will provide evidence of title or right to sell or lease. If either party fails so to do, he agrees to pay all expenses of enforcing,  
48 this agreement, or of any right arising out of the breach thereof, including a reasonable attorney's fee.

49 The seller agrees in consideration of the efforts of the agent in procuring a purchaser, to pay said agent a commission of \_\_\_\_\_ % of the sale price.  
50 In the event seller has entered into a listing contract with any other agent and said contract is presently effective, this paragraph will be of no force or effect.

51 15/19/79 Date Grant F. Caldwell Seller

52 Madeline M. Ashworth Date Grant F. Caldwell Seller Grant F. Caldwell Purchaser

James R. Skinterton

16  
 17 The total purchase price of (\$ 15,500.00 ) Eighteen and 00/100 DOLLARS  
 18 shall be payable as follows: \$ None which represents the aforescribed deposit, receipt of which is hereby acknowledged by you:  
 19 \$ None when seller approves sale; \$ 2,907.50 Ten and 50/100 Dollars on delivery of deed or final contract of  
 20 sale which shall be on or before June 1 19 79, and \$ 2,010.00 each month commencing June 1 1979  
 21 and A like amount for a period of 3 months at which time  
 22 the balance shall be paid in full  
 23  
 24 The balance of the purchase price shall be paid to the Seller at the South East  
 25 corner of 11th and 10th Streets, Salt Lake City, Utah  
 26 in cash or by check or money order payable to the order of the Seller  
 27 until the balance of \$ 15,500.00 together with interest is paid; provided, however, that buyer at his option, at any time, may pay amounts in excess of the monthly  
 28 payments upon the unpaid balance, subject to the limitations of any mortgage or contract by the buyer herein assumed. Interest at 15 % per annum on the unpaid portions of the  
 29 purchase price to be included in the prescribed payments and shall begin as of date of possession which shall be on or before June 1 1979. All risk of loss and destruction  
 30 of property, and expenses of insurance shall be born by the seller until date of possession at which time property taxes, rents, insurance, interest and other expenses of the property shall  
 31 be prorated as of date of possession. All other taxes and all assessments, mortgages, chattel liens and other liens, encumbrances or charges against the property of any nature shall  
 32 be paid by the seller except: None  
 33 The following special improvements are included in this sale: Sewer  Connected  Septic Tank and/or Cesspool  Sidewalk  Curb and Gutter  Special Street  
 34 Paving  Special Street Lighting  Culinary Water (City)  Other Community System  Private  (Legend: Yes (x) No (0)).  
 35 CONTRACT OF SALE OR INSTRUMENT OF CONVEYANCE TO BE MADE ON THE APPROVED FORM OF THE UTAH SECURITIES COMMISSION IN THE NAME OF  
 36 Grant F. Alvord & Marjorie M. Alvord, Trustees  
 37 This payment is received and offer is made subject to the written acceptance of the seller endorsed hereon within \_\_\_\_\_ days from date hereof, and unless so  
 38 approved the return of the money herein receipted shall cancel this offer without damage to the undersigned agent.  
 39 In the event the purchaser fails to pay the balance of said purchase price or complete said purchase as herein provided, the amounts paid hereon shall, at the option of the  
 40 seller be retained as liquidated and agreed damages.  
 41 It is understood and agreed that the terms written in this receipt constitute the entire Preliminary Contract between the purchaser and the seller, and that no verbal statement  
 42 made by anyone relative to this transaction shall be construed to be a part of this transaction unless incorporated in writing herein. It is further agreed that execution of the final  
 43 contract shall abrogate this Earnest Money Receipt and Offer to Purchase.  
 44 Nite Agency Agent By Grant F. Alvord  
 Broker Company

45 We do hereby agree to carry out and fulfill the terms and conditions specified above, and the seller agrees to furnish good and marketable title with abstract brought to date or at  
 46 Seller's option a policy of title insurance in the name of the purchaser and to make final conveyance by warranty deed or \_\_\_\_\_;  
 47 In the event of sale of other than real property, seller will provide evidence of title or right to sell or lease. If either party fails so to do, he agrees to pay all expenses of enforcing,  
 48 this agreement, or of any right arising out of the breach thereof, including a reasonable attorney's fee.  
 49 The seller agrees in consideration of the efforts of the agent in procuring a purchaser, to pay said agent a commission of 5 % of the sale price.  
 50 In the event seller has entered into a listing contract with any other agent and said contract is presently effective, this paragraph will be of no force or effect.

51 May 18 1979 Date Grant F. Alvord Seller  
 52 James R. Monterton Date Marjorie M. Alvord Seller  
Grant F. Alvord Purchaser  
Marjorie M. Alvord Purchaser

53 (State law requires brokers to furnish copies of this contract bearing all signatures to buyer and seller. Dependent upon the method used, one of the following forms must be completed.)

**RECEIPT**

54 I acknowledge receipt of a final copy of the foregoing agreement bearing all signatures:  
 55 Ed Miller Seller May 18 1979 Date Charlene M. Alvord Purchaser 5-18-79 Date

56 I personally caused a final copy of the foregoing agreement bearing all signatures to be mailed to the  Seller,  Purchaser, on  
 57 \_\_\_\_\_ 19 \_\_\_\_\_, by registered mail and return receipt is attached hereto.

58 Broker \_\_\_\_\_ By \_\_\_\_\_

APPROVED FORM — UTAH SECURITIES COMMISSION



## ILLEGAL LOTS AND SHORT FRONTAGE LOTS

1.	621 S. Canyon View Dr.	split	
2.	601 S. Canyon View Dr.	split	
3.	30:078:0050 Bella Vista	Not a subd. parcel	
4.	30:078:0063 Bella Vista	Not a subd. parcel	
5.	30:078:0059 Belle Vista	Not a subd. parcel	
6.	30:078:0060 Bella Vista	Not a subd. parcel	
7.	30:078:0046 Bella Vista	Not a subd. parcel	
8.	30:078:0122 Bella Vista	Not a subd. parcel	
9.	30:078:0122 Bella Vista	Not a subd. parcel	
10.	30:078:0122 Bella Vista	Not a subd. parcel	
11.	247 S. Cody Circle	Frontage 56 ft	
12.	30:078:0295 Alexander Dr.	Not a subd. parcel	
13.	30:078:0043 Alexander Dr.	Not a subd. parcel	
14.	181 S. Mahogany Way	Frontage 74 ft	
15.	30:078:0284 Fairway Dr.	Not a subd. parcel	
16.	30:078:0207 Fairway Dr.	Not a subd. parcel	
17.	30:078:0036 High Sierra Dr.	Not a subd. parcel	
18.	30:078:0037 High Sierra Dr.	Not a subd. parcel	
19.	48 W. Cove Dr.	Frontage 65 ft	
21.	52:129:0030 Bridger Lane	split	
22.	52:139:0007 275 S CANYON VIEW DR,	Frontage 97.86	