

I was doing some more research and Stewart and I came up the last amendment to the settle agreement with Zion Park Development. I would like these additional comments to be shared with the Town Council as well.

1. According to the agreement, Lot 3 is to be only residential single family or duplex development, but no commercial is allowed on Lot 3.
2. The settle agreement supersedes the town ordinance.
3. If their lot line adjustment INCREASES the size of Lot 2 then the lot line adjustments are in violation of the settlement agreement.
4. A lot line increasing the size of Lot 2 increases their commercial uses and shrinks their agreed residential uses on Lot 3.
5. If there are approved to increase their commercial use of lot 2, this sets precedent for any dual zoned lots to benefit by increasing their commercial use on top of their residential use. This should be avoided at all costs.

Is this in fact what is happening with this lot line adjustment? If so, this lot line adjustment must be denied.

Thank you,

Jonathan Zambella

3. Additional Permitted Uses Clarified:

a. Parcel 2: The Additional Permitted Uses for Parcel 2 detailed in *Section II.B.2. Additional Permitted Uses*, continue as additional permitted uses as to Parcel 2, but such uses must meet the conditional use standards for such uses in the Springdale Town Land Use Code.

b. Parcel 3. The Additional Permitted Uses for Parcel 3, detailed in *Section II.C.2: Additional Permitted Uses*, are modified as follows:

i. Condominiums Deleted: Condominiums are not an Additional Permitted Use in Parcel 3.

ii. Transient Lodging Facilities: Transient Lodging continues as an Additional Permitted Use in Parcel 3. The Single-Family and Duplex Homes allowed in Parcel 3 may be rented on a nightly basis as transient lodging and such rentals will be subject to Transient Room Tax or its functional replacement. The conditional use standards in the Springdale Town Land Use Code shall apply to transient lodging in Parcel 3 only to the extent that such conditions mitigate potential impacts the transient lodging may create on properties outside the Undeveloped Lands. Statutory Notice shall be given to all potential owners within Parcel 3 that the Single-Family and Duplex Homes in Parcel 3 may be rented on a nightly basis. Such notice shall be given on the subdivision plat and in the Covenants, Conditions, and Restrictions recorded with the subdivision plats for Parcel 3.

THEREFORE the parties agree that the Settlement Agreement of July 13, 1994 is amended as follows:

1. Summary of Amendments:

- a. ZPR will reduce the maximum allowed building sizes, increase the setback from SR-9 for the highest buildings and change the land use in Parcel 3 from Condominium to Single Family Residential.
- b. The Town will allow flexibility in phasing, will allow density to be transferred from Parcel 3 to Parcel 2 and will allow single family lots, PUD lots and multi-family development to be sized and configured as herein.
- c. The Town and ZPR agree to clarify density, coverage and other miscellaneous matters and will cooperate in the development of the Town Path(s) as further defined in this First Amendment.

2. Commercial Development:

- a. The Agreement, in *Section II.B.2.; Additional Permitted Uses*, contemplated a variety of resort commercial uses on Parcel 2. These allowed uses remain unchanged. Commercial uses must conform to the coverage limitations, must provide adequate parking per the Town requirements (also within the coverage calculations) and may only be located on Parcel 2. Exhibit A depicts a small commercial building located on Canyon Springs Drive, which may