

From: stewart ferber [REDACTED]

Date: Mon, Sep 11, 2023 at 3:42 PM

Subject: Fwd: Settlement agreement

To: Tom Dansie <tdansie@springdale.utah.gov>, Niall Connolly <nconnolly@springdale.utah.gov>

TOM, the proposal for the lot adjustment for ZPR is out of line and completely against what was discussed and agreed upon in the rewritten agreement of the settlement agreement back in 2010. The names and faces have changed in the Town, but the development clearly states what is in the agreement and by adjusting lines to help Parcel 2 put more commercial is WRONG.

B ii. Land use for parcel 3 was changed to single family residential, yes, they can rent them out as transient lodging, but land use is single family residential.

Look at (2) commercial development, "and may only be located on parcel 2" if they enlarge parcel 2, they are creating more commercial land.

A. PARCEL 1: COMMERCIAL HOSPITALITY (8.23 ACRES)

Application of Village Commercial Zone: Parcel 1 is currently comprised of both Village Commercial and Valley Residential zoning classifications. However, Parcel 1 shall be controlled by the terms of the Village Commercial zone and all other applicable terms of the Ordinance, subject to the provisions of Sections I.A and I.

Additional Permitted Uses: The uses allowed on this Parcel shall be those allowed under the Village Commercial Zone as currently set forth in the Ordinance, plus the following additional uses shall be allowed as permitted uses:

Restaurants

Transient Lodging (hotel, motel, and Bed and Breakfast)

Lounges and/or Bars

Recreational Facilities

Clubs

Liquor Stores

Catering, Banquet, Conference and/or Convention Facilities²

Highlighted was out of the 1994 agreement where there was none of the above in a Zone, so they had to spell out what was also permitted. Parcel 3 only had additional items as condos, that too was eliminated in 2010 to restrict to single family/duplexes with the ability to rent overnight like a Transient unit. NO COMMERCIAL OR OTHER

USES WERE EVER PERMITTED ON PARCEL #3, THIS WAS CONFIRMED THROUGHOUT BOTH AGREEMENTS AND #2 COMMERCIAL ABOVE.

I don't think anyone argues that the parcel can not hold commercial, has a single family land use and is intended for such with the exception of the Transient overlay.

ADJUSTING THE LINE BETWEEN PARCEL 2&3 enlarges the actual commercial side lot #2, and would violate TOWN CODE in many ways. This is a settlement agreement, this is binding, what was created through the agreement was a non-conforming use of parcel #2 and you would be increasing this non-conforming use, just as 1 example of TOWN code.

IF they were to try to develop a restaurant, or commercial use on Parcel 3 now, the answer would be NO. If they can fit a commercial building on Parcel 2 today, following their agreement, then that would be fine too. BUT TO MOVE THE LINE, TO ENABLE MORE DEVELOPMENT ON A PERMITTED PARCEL BY USING NON-PERMITTED LAND AND ADJUSTING THE LINE IS WRONG. I CAN NAME MANY OTHER PEOPLE IN TOWN THAT CAN DO THE SAME THING, INCLUDING ME. THE LAND USE IS FOR SINGLE FAMILY HOMES, NO MATTER WHERE THE LINE MOVES, THE LAND IS THE SAME.

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