

**PLANNING COMMISSION STAFF REPORT  
ADMINISTRATIVE ITEM**



Planning Division  
Department of Community  
and Economic Development

**McClelland Court**  
Planned Development PLNSUB2013-00407  
Minor Subdivision PLNSUB2013-00752  
1019 E 2700 South  
**February 26, 2014**

**Applicant:** Ivory  
Development, LLC

**Staff:** Everett Joyce  
801-535-7930  
everett.joyce@slcgov.com

**Tax ID:** 16-20-451-009

**Current Zone:** R-1/7000

**Master Plan Designation:**  
Sugar House Community  
Master Plan - Low Density  
Residential Land Uses

**Council District:** District 7 –  
Lisa Adams

**Community Council:** Sugar  
House – Maggie Shaw, Chair

**Lot Size:** 0.52 Acres  
22,497 square feet

**Current Use:** Single-family  
dwelling

**Applicable Land Use  
Regulations:**  
20.20 Minor Subdivisions  
21A.24 Residential Districts  
21A.55 Planned  
Developments

**Attachments:**  
Subdivision Plat - Site Plan  
Photographs  
Citizen Input  
Department Comments  
Example Elevations  
Draft Access / Driveway  
Agreement

**Request**

Ivory Development is requesting planned development and minor subdivision approval at 1019 East 2700 South to develop a three lot subdivision with lots not fronting on a public street. The parcels will be accessed through a common driveway easement. Requested are the following zoning modifications through the Planned Development process: Lots without frontage on a public street, reduced front yard setback for Lot 1, reduced rear yard setback for Lot 2, and front yard tandem parking for Lot 2. The Planning Commission has final decision making authority for the planned development minor subdivision.

**Recommendation**

Based on the findings listed in the staff report, it is the Planning Staff's opinion that overall the project generally meets the applicable standards and therefore, recommends the Planning Commission approve the McClelland Court planned development and minor subdivision requests subject to the following conditions:

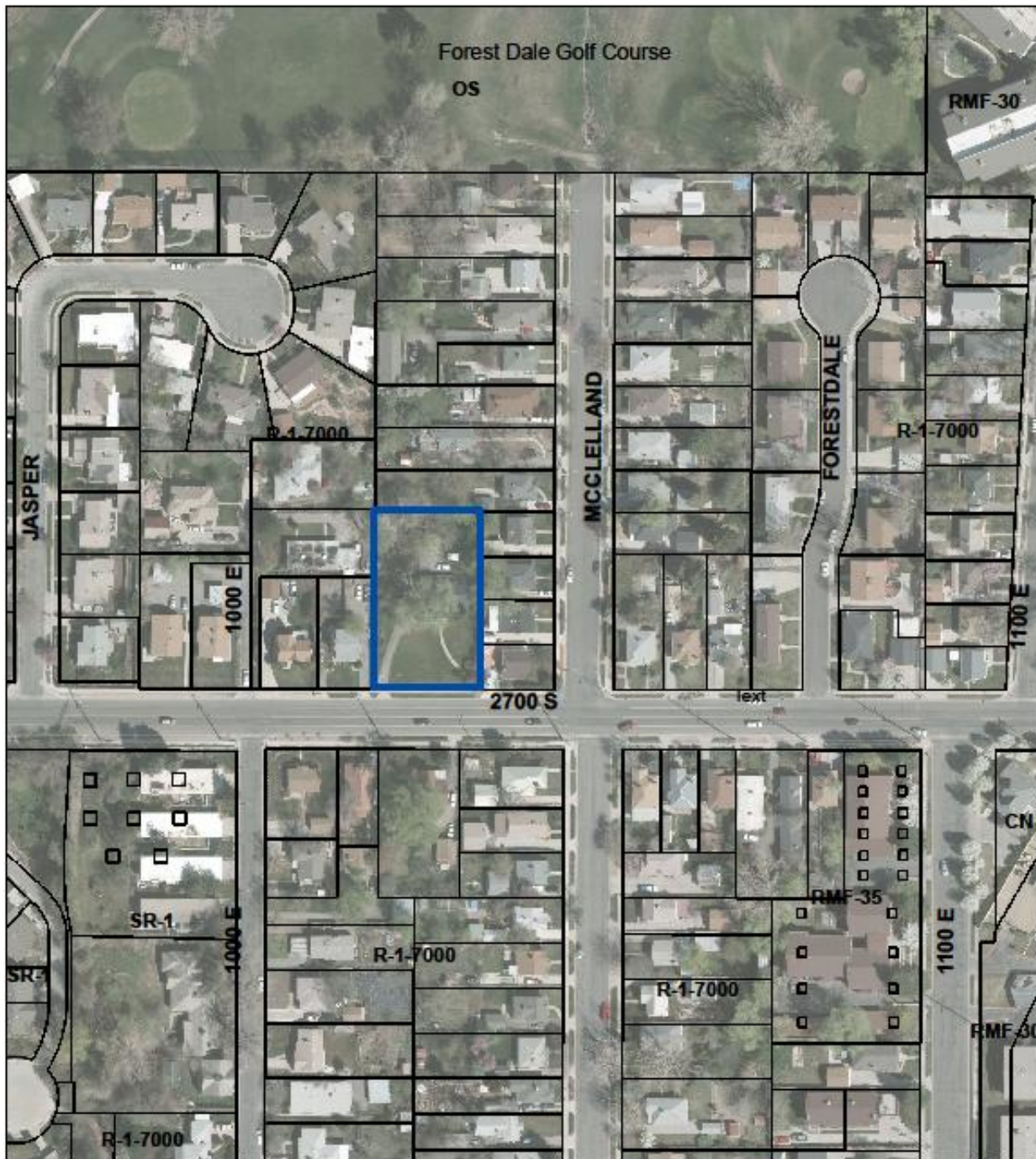
1. That the final plat includes a Access / Driveway Agreement for driveway easement and maintenance that restricts all parking within the common driveway and the final agreement needs to be approved by the Planning Director with input from Fire and Attorney Departments;
2. That the common driveway be a minimum width of 20 feet for its entire length. Also the curb returns on the landscaped island on Lot 2 will need to meet Fire Department radius standards; and
3. That final landscape plans be approved by the Planning Director or designee when individual building permits are taken out for each lot.

**Recommended Motion**


Based on the findings listed in the staff report and the testimony heard, I move that the Planning Commission approve the McClelland Court planned development and minor subdivision with the following conditions:

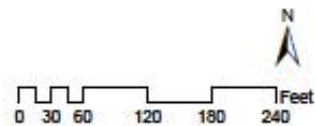
1. That the final plat includes a Access / Driveway Agreement for driveway easement and maintenance that restricts all parking within the common driveway and the final agreement needs to be approved by the Planning Director with input from Fire and Attorney Departments;
2. That the common driveway be a minimum width of 20 feet for its entire length. Also the curb returns on the landscaped island on Lot 2 will need to meet Fire Department radius standards; and
3. That final landscape plans be approved by the Planning Director or designee when individual building permits are taken out for each lot.

VICINITY MAP



PLNSUB2013-00407 and PLNSUB2013-00752  
1019 East 2700 South

 Subject Property



## **Background**

### **Project Description**

The applicant is proposing to develop a three lot planned development (PLNSUB2013-00407) and minor subdivision (PLNSUB2013-00752) consisting of three single family parcels. Each lot will be approximately 7,400 square feet in size and be accessed from 2700 South Street on a shared driveway. The property consists of one parcel that is approximately 0.52 acres in size and contains one existing house. It is intended that the existing house will be saved and it is located on Lot 2 of the proposed subdivision. The subdivision lot layout is shown in Attachment A.

The applicant is requesting planned development to vary required yard setbacks in order to preserve the existing home which they believe to be architecturally significant. The house was designed by Bernard Maybeck, an architect who was prominent in the Arts and Craft Movement, and who designed a number of well known buildings throughout the country in the early 1900's. The applicant would like to maintain Maybeck's legacy in Salt Lake City as well, as his residential works, which are rarer than his architectural designs for public service or commercial buildings. This home was built in 1902, and offers distinctive element to the Sugar House neighborhood.

The proposal consists of three lots with the middle lot (Lot 2) containing the existing Maybeck house. This house has a fifteen foot setback from the east property line. In order to accommodate the existing house Lot 1 fronting on 2700 South Street would require to have a reduced front yard setback of 20 feet. The front yard setback should be the average of the block face, which is approximately 26 feet without including the subject property which is approximately 80 feet from the front property line.

The proposed infill lots, Lot 1 and Lot 3 will be developed with Ivory Homes high-density detached housing models. These homes have two stories with smaller footprints that would fit on the proposed infill lots. The home styles have arts and crafts design elements to help coordinate architectural style of the existing home on the site.

### **Project Details**

#### Determination of Site Access Status

The Planning Commission will have to determine that the access to the parcels is a driveway and not a private roadway. The determination of whether it is a driveway or a private roadway affects the development potential on the lot. If access to the property is from a private roadway then the lot area that includes the roadway area is not allowed to be counted in calculating the minimum lot area requirements for the proposed development. The impact on the density calculations for the development would restrict the subject parcel to two single family lots versus three single family lots as proposed. Staff is of the opinion that the access to the proposed parcels consists of a width and location that functions as a driveway.

#### Planned Development – Zoning Modifications

The key zoning modifications necessary to allow the proposed development are:

1. Creation of lots that do not front a public street,
2. Front yard setback for the proposed dwelling on lot 1;
3. Rear yard setback for Lot 2 which reflects maintaining the existing house; and
4. Off street parking layout for Lot 2 to accommodate tandem parking in the front yard.

<b>Regulation</b>	<b>Zoning District Standard</b>	<b>Lot 1</b>	<b>Lot 2</b>	<b>Lot 3</b>
Use	Single Family Dwellings	Single Family Dwelling	Single Family Dwelling	Single Family Dwelling
Minimum Lot Area	7,000 sq. ft.	7,442 sq. ft..	7,4992 sq. ft.	7,556 sq. ft.
Minimum Lot Width	50 feet	66 feet	66 feet	66 feet
Height	28 feet to the ridge or the average building height of other principal buildings on block face	Concept: Final plan must meet zoning standard	Existing house	Concept: Final plan must meet zoning standard
Exterior wall height	Maximum exterior wall height in interior side yards shall be twenty feet (20') for exterior walls placed at the building setback established by the minimum required yard.	Concept: Final plan must meet zoning standard	Existing house	Concept: Final plan must meet zoning standard
Front/ Corner Side Yard Setback	Average setback: 2700 South block face: Approximately 32feet including the subject property. The average setback is approximately 26feet when excluding the subject property.	20' from 2700 South / 20 from driveway and utility easement / 44' from property line	20' from driveway and utility easement - 44' from the property line	20' from driveway and utility easement - 44' from the property line
Rear Yard Setback	Twenty-five feet (25')	25'	15' (Existing house setback)	25'
Side Yard Setback	Six feet (6') on one side and ten feet (10') on the other.	6'	10' and 6'	10' and 6'
Maximum Building Coverage	The surface coverage of all principal and accessory buildings shall not exceed forty percent (40%) of the lot area.	Buildable Area: 22.6%	Buildable Area 36.6%	Buildable Area: 30.0%
Parking Restrictions Within Yards	Parking is prohibited within the front or corner side yard in the R-1/7000 zone	Parking in attached garage	Parking within front yard of the lot	Parking in attached garage
Tandem Parking	Allowed as special exception or through planned development as a modification of the parking standards	Not applicable	Tandem parking within the front yard of the existing house	Not applicable

Note: Highlighted cells are zoning standards that need modification through the planned development approval to accommodate the proposed development.

### ***Public Notice, Meetings and Comments***

The following is a list of public meetings that have been held related to the proposed project: The Sugar House Community Council held a Land Use Subcommittee meeting on November 18, 2013. The Community Council held its regular meeting on December 4, 2013. Comments and notes can be found in Attachment C. The Community Council had concerns that the

middle house won't be visible from the street, and suggested they try to copy the roof line of the old house on the other two, so the development looks like it was meant to be together.

Notice of the public hearing for the proposal includes:

- Public hearing notice mailed on February 13, 2014.
- Public hearing notice posted on property on February 14, 2014.
- Public hearing notice posted on City and State websites on February 13, 2014.
- Public hearing notice emailed to the Planning Division list serve on February 13, 2014.

### **City Department Comments**

The comments received from pertinent City Departments / Divisions are attached to this staff report in Attachment D. The Planning Division has not received comments from the applicable City Departments / Divisions that cannot reasonably be fulfilled or that warrant denial of the petition. The Fire Department will require that the common driveway be a minimum width of 20 feet. Also the curb returns on the landscaped island on Lot 2 will need to meet Fire Department radius standards.

### ***Analysis and Findings***

#### **21A.55.050: STANDARDS FOR PLANNED DEVELOPMENTS:**

The Planning Commission may approve, approve with conditions, or deny a planned development based upon written findings of fact according to each of the following standards. It is the responsibility of the applicant to provide written and graphic evidence demonstrating compliance with the following standards:

A planned development is intended to encourage the efficient use of land and resources, promoting greater efficiency in public and utility services and encouraging innovation in the planning and building of all types of development. Through the flexibility of the planned development regulations, the city seeks to achieve any of the following specific objectives:

- A. Combination and coordination of architectural styles, building forms, building materials, and building relationships;
- B. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation and geologic features, and the prevention of soil erosion;
- C. Preservation of buildings which are architecturally or historically significant or contribute to the character of the city;
- D. Use of design, landscape, or architectural features to create a pleasing environment;
- E. Inclusion of special development amenities that are in the interest of the general public;
- F. Elimination of blighted structures or incompatible uses through redevelopment or rehabilitation;
- G. Inclusion of affordable housing with market rate housing; or
- H. Utilization of “green” building techniques in development.

- A. Planned Development Objectives:** The Planned Development shall meet the purpose statement for a planned development (Section 21A.55.010) and will achieve at least one of the objectives stated in said Section;

**Analysis:** The project proposes to preserve an existing architecturally significant residential structure and provide two additional lots with structures that reflect the character of the existing structure on the lot. As identified previously the existing home was built in 1902 and was designed by Bernard Maybeck, an architect who was prominent in the Arts and Craft movement. The new homes will contain elements of the Arts and Craft movement architectural features to create a pleasing environment. Example elevations are provided in Attachment E.

**Finding:** The project achieves at least four of the objectives for planned development, thereby satisfying this standard. Those objectives are A, C and D related to coordination and use of architectural styles and the preservation of an architectural structure that contributes to the character of the city.

**B. Master Plan And Zoning Ordinance Compliance:** The proposed planned development shall be:

1. Consistent with any adopted policy set forth in the citywide, community, and/or small area master plan and future land use map applicable to the site where the planned development will be located, and,
2. Allowed by the zone where the planned development will be located or by another applicable provision of this title.

**Analysis:** The subject property is located within the Sugar House Community Master Plan area. The property is identified for low density residential use according to this Plan, and is subsequently zoned to be consistent with this residential land use category.

**Finding:** The proposed planned development is consistent with the Sugar House Master Plan policies and the planned development approval with lots not fronting on a public street and modified setbacks and tandem parking in the R-1/7000 zoning district is consistent with the City master plan and zoning ordinance.

**C. Compatibility:** The proposed planned development shall be compatible with the character of the site, adjacent properties, and existing development within the vicinity of the site where the use will be located. In determining compatibility, the planning commission shall consider:

1. Whether the street or other means of access to the site provide the necessary ingress/egress without materially degrading the service level on such street/access or any adjacent street/access;
2. Whether the planned development and its location will create unusual pedestrian or vehicle traffic patterns or volumes that would not be expected, based on:
  - i. Orientation of driveways and whether they direct traffic to major or local streets, and, if directed to local streets, the impact on the safety, purpose, and character of these streets;
  - ii. Parking area locations and size, and whether parking plans are likely to encourage street side parking for the planned development which will adversely impact the reasonable use of adjacent property;
  - iii. Hours of peak traffic to the proposed planned development and whether such traffic will unreasonably impair the use and enjoyment of adjacent property.
3. Whether the internal circulation system of the proposed planned development will be designed to mitigate adverse impacts on adjacent property from motorized, non-motorized, and pedestrian traffic;

4. Whether existing or proposed utility and public services will be adequate to support the proposed planned development at normal service levels and will be designed in a manner to avoid adverse impacts on adjacent land uses, public services, and utility resources;
5. Whether appropriate buffering or other mitigation measures, such as, but not limited to, landscaping, setbacks, building location, sound attenuation, odor control, will be provided to protect adjacent land uses from excessive light, noise, odor and visual impacts and other unusual disturbances from trash collection, deliveries, and mechanical equipment resulting from the proposed planned development, and;
6. Whether the intensity, size, and scale of the proposed planned development is compatible with adjacent properties.
7. If a proposed conditional use will result in new construction or substantial remodeling of a commercial or mixed used development, the design of the premises where the use will be located shall conform to the conditional building and site design review standards set forth in chapter 21A.59 of this title.

**Analysis:** The project design uses the layout and topography of the site to develop a three lot subdivision that has the three homes front and access a shared driveway along the west edge of the property. Lot 1 fronts on 2700 South Street and will have a front façade and entrance facing 2700 South, with the attached garage facing the side yard and the driveway access easement. The proposed layout with a shared driveway access to homes behind other homes is consistent with the development pattern to properties lying immediately west of the subject property.

The development proposal is for three single family homes with a shared driveway. Historically the area allowed for three and four unit multiple family dwelling developments. The surrounding community has several duplex and multiple family properties with three to four units that have a single driveway serving the development. A driveway serving three single family homes is not an unusual traffic pattern or volume.

There are adequate facilities available to serve the two additional dwellings proposed. The residential uses will have similar circulation and traffic impacts as existing development in the surrounding area.

The development is not a conditional use. The development does not need to conform to the conditional building and site design review standards.

**Finding:** The proposed planned development is compatible with the character of the site, adjacent properties, and existing development within the vicinity of the site.

**D. Landscaping:** Existing mature vegetation on a given parcel for development shall be maintained. Additional or new landscaping shall be appropriate for the scale of the development, and shall primarily consist of drought tolerant species;

**Analysis:** The existing site's mature vegetation is located adjacent to the existing home and within the rear yard area. The proposed subdivision consists of three lots. Lot 1 is in the existing front yard area, Lot 2 is where the existing house is located and Lot 3 is in the existing rear yard area. Lot 1 has minimal mature vegetation. Existing shrubs along the west property line will be required to be removed to accommodate the proposed shared driveway. Lot 2 contains the largest mature vegetation which is adjacent to the existing house and does not need to be removed for new development activity. Lot 3 contains the most vegetation

existing on the parcel. Some existing vegetation will need to be removed to accommodate the future development of a single family residence and for vehicle access.

The proposed development will accommodate two new single family structures. The staff recommends that the applicant as part of a building permit for the two new homes be required to submit a detailed landscaped plan depicting which mature vegetation is being retained and what additional landscaping is being provided including street trees along the 2700 South Street frontage. It is further recommended that these landscape plans be approved by the Planning Director.

**Finding:** The nature of infill development expects there will be some loss of vegetation. The proposed planned development subdivision creates three new lots and the building footprint for then new homes are not yet determined. Therefore it is recommended that landscaped plans be provided and approved as part of the future building permit approval process for the new single family homes. This condition will allow for evaluation and determination at that time if the landscaped plan is appropriate for this planned development subdivision.

- E. Preservation:** The proposed planned development shall preserve any historical, architectural, and environmental features of the property;

**Analysis:** The proposed develop is being configured in a manner to allow for the preservation of the existing single family structure on the property. This structure is an Arts and Craft style home designed by Bernard Maybeck and built in 1902.

**Finding:** The proposed planned development preserves an architecturally recognized Arts and Craft home.

- F. Compliance With Other Applicable Regulations:** The proposed planned development shall comply with any other applicable code or ordinance requirement.

**Analysis:** Other than those elements specifically requested to be modified through this planned development application the proposed development meets other applicable regulations or will be required to through the building permit process. The Conditional Building and Site Design Review Standards of the zoning ordinance are not applicable to this development proposal.

**Finding:** The proposed development with approval of the zoning modifications of this planned development will be in compliance or required to be in compliance with other city regulations through the individual building permit process for each lot.

## ***Analysis and Findings – Minor Subdivision***

Minor Subdivisions - Section 20.20.020 Required Conditions and Improvements

A minor subdivision shall conform to the required improvements specified in Section 20.28.010, or its successor, of this Title, and shall also meet the following standards:



1. The general character of the surrounding area shall be well defined, and the minor subdivision shall conform to this general character.

**Analysis:** The property is located within the Sugar House Community and the surrounding area is characterized by residential land uses. The proposed subdivision consists of three single family lots with a shared driveway. Two of the lots do not have frontage on a public street.

**Finding:** The proposed subdivision satisfies this standard.

2. Lots created shall conform to the applicable requirements of the zoning ordinances of the city.

**Analysis:** The applicable requirements for this subdivision are minimum lot size and minimum lot width. The minimum lot size requirement for the R-1/7000 zone is 7,000 square feet. The proposed lots exceed the minimum lot size. The minimum lot width in the R-1/7000 zone is 50 feet. All proposed lots exceed the minimum lot width. Two of the lots do not front on a public street.

**Finding:** The proposed subdivision satisfies this standard.

3. Utility easements shall be offered for dedication as necessary.

**Analysis:** Existing utility easements will be retained. Cross over easements will be established for all lots for access. Drainage and utilities will have access and maintenance easements provided in the final subdivision plat.

**Finding:** The proposed subdivision satisfies this standard.

4. Water supply and sewage disposal shall be satisfactory to the city engineer.

**Analysis:** The City's Public Utilities Department reviewed the project site and it appears that each building has individual utility services and the plat proposes to provide utility easements for utilities that cross lot lines and for to access meters at the right of way. There does not appear to be any utility conflicts with the proposal.

**Finding:** The proposed subdivision satisfies this standard.

5. Public improvements shall be satisfactory to the planning director and city engineer.

**Analysis:** The proposed subdivision has been forwarded to the pertinent City Departments/Divisions for comment. All public improvements must comply with all applicable City Departmental standards. Review of the plans and the site shows existing public improvements are in satisfactory condition. Salt Lake City Engineering does not require replacement or installation of any public way improvements on this site.

Street trees, are required, they shall be of a type approved by the city and planted in approved locations.

**Finding:** The proposed subdivision satisfies this standard subject to the conditions of

approval of this staff report.

### **Commission Options**

If the Planning Commission approves the planned development and minor subdivision, then the applicant can submit a final subdivision plat for administrative approval and recording. Once the final plat is recorded the applicant can then submit building permit applications for each lot and start construction when the permit is issued.

If conditions are applied to an approval, then the conditions have to be reflected on the building permit applications and be satisfied before occupancy of the building.

If the application is denied, the future development of this parcel would be limited to the existing single family residence.

### **Potential Motions**

The motion recommended by the Planning Division is located on the cover page of this staff report. The recommendation is based on the above analysis. Planned developments and minor subdivisions are administrative items that are regulated by City Ordinance. If the Planning Commission determines that this case should be denied, then the Planning Commission must make findings related to specific standards, that the application does not meet. Below is a potential motion that may be used in cases where the Planning Commission determines the planned development and minor subdivision should be denied:

**Not Consistent with Staff Recommendation:** Based on the testimony, plans presented and the following findings, I move that the Planning Commission deny the proposed McClelland Court planned development and minor subdivision located at approximately 1019 E 2700 South Street. The proposed planned development and minor subdivision is not compliant with the following standards:

- Planned Development or /Minor Subdivision standards.
- Planned Development shall meet the purpose statement for a planned development
- Compatible with the character of the site, adjacent properties, and existing development within the vicinity of where the use will be located.
- Will not, under the circumstances of the particular case and any conditions imposed, be detrimental to the health, safety, and general welfare of persons, nor be injurious to property and improvements in the community, existing surrounding uses, buildings, and structures.
- The proposed planned development and minor subdivision and any associated development shall comply with any other applicable code or ordinance requirement.

Instructions: The Planning Commission only needs to make findings on the specific standard that is not being complied with.

Attachment A  
Preliminary Subdivision Plat and Site Plan

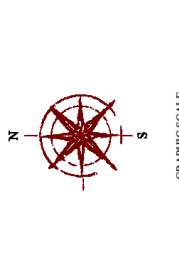




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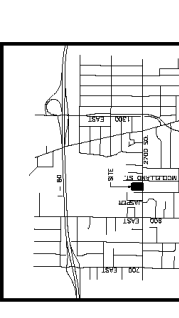
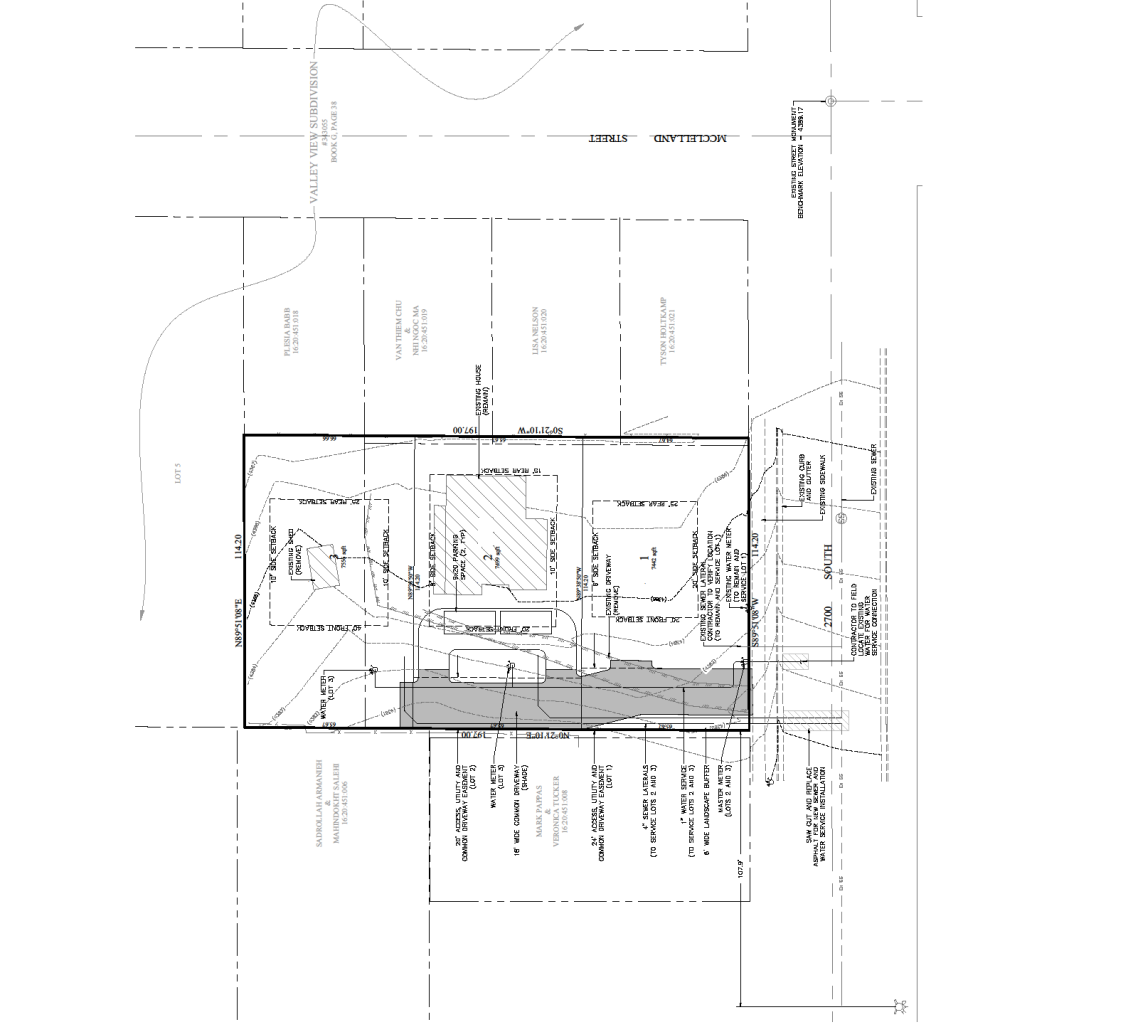
**SITE PLAN**

DATE	11/20/14	SCALE	AS SHOWN
PROJECT	McCLELLAND COURT		
OWNER	SANDY, UTAH 84070		
DESIGNER	FOCUS ENGINEERING AND SURVEYING, LLC		
DATE	11/20/14	SCALE	AS SHOWN
PROJECT	McCLELLAND COURT		
OWNER	SANDY, UTAH 84070		
DESIGNER	FOCUS ENGINEERING AND SURVEYING, LLC		



**SITE NOTES**

- EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE EXISTING RECORDS AND FIELD SURVEY. THE EXISTING UTILITIES SHOWN ON THESE PLANS MAY BE REMOVED FROM THE CITY PERK TO BROOKER.
- LOT 1 IS TO UTILIZE THE EXISTING WATER SERVICE AND METER ON THE EXISTING PROPERTY AND TO BE REMOVED WITH THE EXISTING STRUCTURE. THE EXISTING WATER SERVICE AND METER ON EACH LOT WILL ALSO HAVE AN INDIVIDUAL METER.



**GENERAL NOTES**

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE CONDITIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL UTILITIES SHOWN ON THESE PLANS SHALL BE INSTALLED IN ACCORDANCE WITH ALL CITY STANDARDS AND SPECIFICATIONS.
- ALL SANITARY SEWER CONSTRUCTION SHALL ADHERE TO SALT LAKE PUBLIC UTILITIES STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THESE PLANS HEREIN SHALL BE INSTALLED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY OTHER VERTICAL OR HORIZONTAL IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL ENGINEER. THESE IMPROVEMENTS WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

**NOTICE**

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE CONDITIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

**ENGINEER'S NOTES TO CONTRACTOR**

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CABLES, OR STRUCTURES SHOWN ON THESE PLANS ARE BASED ON THE BEST AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, BELIEF, AND OPINION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY OTHER VERTICAL OR HORIZONTAL IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL ENGINEER. THESE IMPROVEMENTS WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
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**CONTRACTOR'S NOTES TO ENGINEER**

- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO THESE PLANS OR FOR ANY USES NOT INTENDED BY THE ENGINEER. ANY SUCH CHANGES OR USES SHALL BE APPROVED BY THE PREPARER OF THESE PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY OTHER VERTICAL OR HORIZONTAL IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL ENGINEER. THESE IMPROVEMENTS WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
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**CONTACTS**

FOCUS ENGINEERING AND SURVEYING, LLC  
SANDY, UTAH 84070  
505 WEST 600 NORTH  
TEL: 313.222.0075  
WWW.FOCUS-UTAH.COM

CONTRACTOR: JASON BARBER  
1019 EAST 2700 SOUTH  
SANDY, UTAH 84070  
TEL: 313.222.0075

CONTACT: NECK MINGO



Attachment B  
Photographs



Existing House



Front yard from the east property line



Rear Yard



Attachment C  
Citizen Input

## Sugar House Community Council

### Committee Reports:

#### **Land Use and Zoning: Judi Short**

We had at least 18 people in the room, most of whom were trustees, along with various guests who came to hear about the proposals. There were close to 30 total in attendance.

1019 East 2700 South McClelland Court: Skylar Tolbert- Ivory Homes / This is currently one lot with one house in the middle. The lot would be subdivided into three lots, the original house would stay and two more would be added, one on either side. They showed us some drawings of houses they will probably use, and we made some suggestions. We are worried that the middle house won't be visible from the street, and suggested they try to copy the roof line of the old house on the other two, so the development looks like it was meant to be together.

### Presentations:

#### **Ivory Homes Project 1019 East 2700 South Skylar Tolbert**

Ivory Homes would like to build two new homes on this lot while retaining the existing home. The lot is currently zoned R 1-7. One home would sit in front and one in back of the existing home. All three homes would share a private driveway.

Amy Barry asked about adding a garage on the existing home. Skylar stated that that will most likely not be possible. Amy also asked about the street facing facade on lot one. Judy asked about the roof line in regards to matching the existing homes roof line. Skylar said they are looking at both the facade and roofline but have not made a decision on those issues raised by the Land Use Committee.

Benny asked about square footage, price range, and attached garage for the existing home off the rear of the home. The kitchen and windows are on the rear of the home so it is not possible to place a garage on the back. The rear lot home size ranges from 2200--3000 sq ft depending on the design and the front lot home size is 2200 sq ft. The price point is currently undetermined. It was confirmed that the front house will block the street view of the existing home.

Rawlins asked about which direction each house faces. The front house will face the street, the others will not. He expressed concern about the deviation away from street facing homes. Sheila asked if the new homes will look like the existing home and Skylar confirmed that the elevations look similar. There will be a renter living in the existing home during the construction phase. It will be sold at the end of the project. A member of the audience asked about street parking along 27th South in front of the lot in regards to residents exiting the driveway and safety for bikers on the street. It was determined that no parking signs could be requested from the city if this becomes an issue.

Deb asked if Ivory Homes owns the existing home and for how long. It was confirmed that they have owned it for several months.

Sally asked about the width of the driveway and access for fire trucks , other emergency vehicles and garbage trucks. Garbage cans for all three residences will be put out on 27th South. The private drive will be 20 ft wide. Each new home will have two parking spaces in their driveway in addition to a two car garage. The existing home will have two parking spaces, no garage.

Attachment D  
Department Comments

## **Transportation**

For the Subdivision site plan Petition -00752, The Plat indicates no revision or impact to existing public transportation right of way of 2700 South.

For the Development concept plan Petition -00407, The circular parking proposed for lot 2 does not comply with SLC access geometric standards, Propose parking to be side entry 90 degree parking from the 20' shared easement. The 16' proposed drive should be 18' in width for two way access. Revise the existing drive approach as needed.

## **Public Utilities**

Planned Developments must have a single culinary water and a single sanitary sewer connection to the public mains. Individual separations on the lot may be privately sub-meter the property to individualize the bills, but that would be handled privately as part of a master legal entity like a Home Owners Association or other arrangement designed to address common elements like the shared driveway. Please also note that water meters may not be located within 5-feet of a drivable surface, so the plan will need to be revised to show a connection to the main, have the service line run perpendicular to the main until it reaches the meter, then on private property, it may jog around to get under the driveway. Easements will need to be clearly defined for privately shared water and sewer lines, and others to address cross access and cross drainage. Easements should be specifically worded and clearly defined and avoid vague language like "utility easement" to clearly indicate the type of utilities and the ownership of the easement.

## **Zoning**

Providing two legal side-by-side parking spaces for each lot appears to be a problem. Lot #2 shows two tandem parking stalls in the "front Yard", actually parking on a circular driveway, contrary to the provisions in Table 21A.44.050. The same may be true for the other two lots. The parking issue should be addressed and approved in the Planned Development approval. The lot also appears to be close to a Fault Rupture Study Area, but just outside of it. So a Site Specific Natural Hazards Report may not be required.

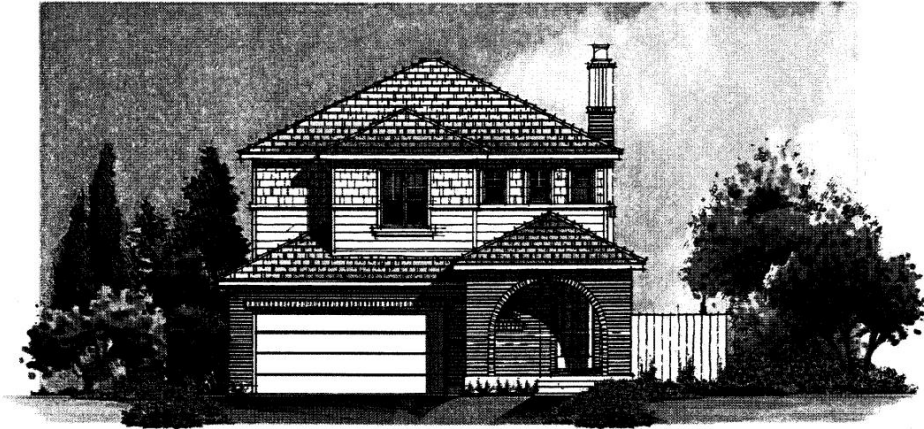
## **Engineering**

1. A set of civil improvement plans are required for the proposed common driveway that will serve Lots 1, 2 & 3. A standard SLC Subdivision cover sheet is required at the front of the plans. The following approval signatures are required on the cover sheet: SLC Transportation SLC Fire Department SLC Public Utility Department SLC Engineering Division SLC Planning Department When the improvement plans have been finalized, a paper set must be submitted by the developer to each of these SLC divisions for signature approval.
2. Since this subdivision involves public improvements (common driveway), albeit on private property, the developer must enter into a Subdivision Improvement Construction Agreement. This agreement requires the payment of a 5% fee based on the estimated cost of the public improvements, not including utilities. A copy of the agreement is available in my office and can be emailed to the applicant, upon request. It requires the developer to submit a security device for the estimated cost of the public improvements, and to provide an insurance certificate, meeting the City's insurance requirements for the project. The developer should contact Joel Harrison (535-6234) to discuss these insurance requirements. This agreement must be executed after obtaining approval of the civil improvement plans and, if possible, prior to obtaining a building permit.
3. When a final plat is submitted, the SLC Surveyor will begin her review. Addresses will be: 1023 E. for Lot 1, 1021 E. for Lot 2 and 1019 E. for Lot 3.

## **Fire**

Although I am ok with the subdivisions which are being formed I do have some concern as to the location of any structures and the fire code requirements. Depending on the location of structures including garages they need to be within 600 feet of a fire hydrant. The entire dwelling structures must be within 150 feet of a fire department access road. The common driveway must be a minimum width of 20 feet. The curb returns on the landscaped island on Lot 2 will need to meet Fire Department radius standards.

Attachment E  
Example Elevations



elevationA -



elevationB -



elevationC -

planONE

**HIGH-DENSITY DETACHED**

*ivory homes*


 woodleyarchitecturalgroup,inc
 05 01 2013

Example Elevations



elevationD - street elevation



elevationD - lane elevation

**planTHREE** **HIGH-DENSITY DETACHED**  
*ivory homes*

woodleyarchitecturalgroup,inc 08 16 2013



Example Elevations

Attachment F  
Declaration of Access Easement and  
Private Driveway Maintenance Agreement



**WHEN RECORDED RETURN TO:**

Christopher P. Gamvroulas  
Ivory Development, LLC.  
978 East Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 747-7440

**DECLARATION OF ACCESS EASEMENT  
AND  
PRIVATE DRIVEWAY MAINTENANCE AGREEMENT**

This Declaration of Access Easement and Private Driveway Maintenance Agreement is executed by IVORY DEVELOPMENT, LLC., of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "**Declarant**").

**RECITALS**

A. Declarant is the owner of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

B. The Plat Map (the "**Plat**") for McClelland Court Subdivision (the "**Subdivision**") was prepared by \_\_\_\_\_, a professional licensed surveyor, certificate number \_\_\_\_\_, according to the official records of the State of Utah.

C. This document affects Lot 1 (Parcel No. \_\_\_\_\_), Lot 2 (Parcel No. \_\_\_\_\_) and Lot 3 (Parcel No. \_\_\_\_\_) in the Subdivision (each a "**Lot**" and collectively "**Lots**").

D. An access easement and private driveway maintenance agreement for the Lots which provides for the common use and maintenance of a shared private driveway (the "**Common Driveway**") and for a right-of-access over, across and through the Common Driveway in perpetuity is required.

E. The Lots and Common Driveway are depicted on the Plat and Site Plan copies of which are marked Exhibit "B," attached hereto and incorporated herein by this reference.

F. Declarant desires to satisfy create an access easement and private driveway maintenance agreement hereby.

**AGREEMENT**

NOW THEREFORE, for the reasons recited above and based upon the promises and covenants set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant and any and all future owners, grantees, assigns, or successors in interest in and to the Property (each an "**Owner**" and collectively the "**Owners**") shall be subject to and bound by following terms and provisions with regard to the Property:

1. Declarant's Property Subject to the Easements. Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easements, rights-of-way and maintenance obligations set forth herein (collectively "**Easement**"). Further, in the event of any sale, conveyance, or transfer of the Declarant's Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Declarant's Property in perpetuity.

2. Grant of Easement. Declarant grants, declares, and covenants that the Common Driveway shall hereinafter be appurtenant to the Property and that Lots 1 and 2 of the Subdivision shall be benefited and burdened by a perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over and across such portions of each of the respective Lots as are included in the Common Driveway. Lots 1 and 2 shall be subject to all the benefits, burdens, rights, restrictions and costs described herein (collectively, the “*Benefits and Burdens*”).

3. Mutual Benefits and Burdens. The mutual benefits and burdens herein include:

a. A non-exclusive easement over, across and through the Common Driveway for the purpose of pedestrian and vehicular traffic between each Lot and the road as shown on the Plat.

b. No Owner shall permit or suffer to be constructed or placed upon any portion of the Common Driveway any fence, wall, barricade, or other obstruction, whether temporary or permanent in nature, which would unreasonably limit or impair vehicular or pedestrian traffic from one portion of the Common Driveway to another or shall otherwise unreasonably obstruct or interfere with the movement of vehicles upon or over the Common Driveway, except (i) as may be reasonably necessary or appropriate during periods that construction activities are ongoing or (ii) to the extent that it may be necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights in the public in any portion of any Lot or to the extent objectively necessary to prevent eminent damage to the Common Driveway, provided that any obstruction or interference permitted under this clause shall be done in a manner reasonably calculated to minimize its impact upon, and in reasonable cooperation with, the Owners of the other Lots comprising the Property.

4. Restrictions of Use and Development.

a. No Owner shall construct any building or other structure of whatsoever nature or allow any use of their respective portions of the Property if such construction or use would impair the use of the Common Driveway or violate any law, ordinance, or regulation.

b. The Common Driveway and the easements and other rights granted herein shall not be used for parking, except to the extent such an Owner is able to park on the Lot owned by such Owner without impeding or impairing in any way access to a Lot owned by another Owner.

c. The Common Driveway shall not be considered as parking available for any development or use of the Owner's Lot for purposes of compliance with parking laws, regulations, or ordinances, and each Lot must be used and developed with adequate parking facilities associated with each individual Lot.

d. No parking of any vehicle of any kind shall be allowed that could block access by fire or other emergency vehicles, equipment or personnel.

5. Maintenance.

a. The Owners shall be jointly and severally responsible for maintaining the Common Driveway, with the Owners of each Lot being responsible for their prorata share of the costs of such maintenance (for a total of 100%).

b. The Common Driveway shall be maintained in (i) a condition that allows emergency vehicles, including without limitation ambulances, police and fire vehicles, access to all of the Lots on the Property and (ii) at least as good as the condition that is required for streets maintained by the county.

c. No Owner shall be liable for maintenance costs unless such maintenance costs are (i) reasonably necessary to satisfy the requirements of Paragraph 4(b) and (ii) requested in writing by at least 50% of all Lot Owners either required or electing, by choice or default as set forth in Paragraph 2, to access their Lots via the Common Driveway.

d. If any Owner fails to pay for such Owner's percentage share of reasonably necessary maintenance costs as required pursuant to a written request in accordance with subparagraph (c) above, then the other Owners shall be entitled (i) to obtain an injunction or court order requiring such payment of costs, or (ii) to undertake all reasonably necessary maintenance and bill each Owner for such Owner's percentage share of the maintenance costs. If an Owner has not paid such Owner's respective percentage share of the reasonably necessary maintenance costs within thirty (30) days of receiving the written invoices for the costs of such

maintenance, any other Owner actually paying for such costs shall have a lien against the Lot of the Owner who refuses to pay such costs in the amount of the unpaid percentage share of such costs plus interest at the rate of five percent (5%) from the date such costs were incurred. For purposes of enforcing this Declaration, the Owners shall be deemed to be an association as defined in Utah Code § 57-8a-102(2)(a), as said statute may be amended or supplemented, with regard to the right to maintain and foreclose a lien in the amount of the percentage share of the costs of maintaining the Common Driveway. Each Owner shall be deemed to be the manager and agent of such association for the purposes of foreclosing the lien pursuant to the procedures set forth in Utah Code section 57-8a-302, as amended or supplemented.

6. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenant to the affected portions of the entire Lot and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such Lot. For the purposes of such easements and rights, the entire Lot which is benefited by such easements shall constitute the dominant estate and the particular areas of the entire Lot which are burdened by such easements and rights shall constitute the servient estate.

7. Nature and Effect of Easements. Each and all of the easements, restrictions and covenants, and provisions contained in this Declaration: (a) are made for the direct, mutual, and reciprocal benefit of the respective Lots; (b) create mutual equitable servitudes upon each Lot in favor of the other; (c) constitute covenants running with the land; (d) shall bind every person or entity that may have, or acquire any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction, or provision is to be performed by such person.

8. Taxes. The Owner of each Lot shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Common Driveway on the Owner's respective Lot prior to delinquency of such taxes or special assessments.

9. No Third Party Enforcement. It is the intent of this Declaration that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental. In addition, it is the intent of Grantor that no third party shall have an independent right of action hereunder.

10. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall become effective upon the recording of this Declaration in the Office of the Salt Lake County Recorder and shall continue in perpetuity.

11. Discharge of Rights and Duties Upon Transfer. In the event of assignment, transfer or conveyance of the whole of the interest of any Owner in and to any Lot, without retaining any beneficial interest other than under the terms of a deed of trust, mortgage or similar instrument, the powers, rights and obligations created hereunder will be deemed assigned, transferred and conveyed to such transferee, and such powers, rights and obligations will be deemed assumed by such transferee, effective as of the date of transfer. The obligations and rights of the transferor shall immediately thereafter be deemed discharged as to any such rights and obligations arising after transfer of the interest.

12. Amendment. This Declaration or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended by recording of an appropriate document in the Office of the Salt Lake County Recorder, State of Utah, which document must be executed in a recordable form by the Owners and the county.

13. No Public Dedication. Nothing contained in this Declaration shall, constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

14. Waiver. No waiver of any breach of any of the terms hereof shall be construed or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Declaration.

15. Enforcement and Severability. If any party to this Declaration takes action to enforce the terms of this Declaration, the substantially prevailing party shall be entitled to recover his, her or its reasonable attorneys fees and costs incurred in any reasonable enforcement of this Declaration. If any term or provision hereof shall, to



**EXHIBIT "A"**

**LEGAL DESCRIPTION  
PREPARED FOR  
IVORY HOMES  
MCCLELLAND COURT PARCELS  
SALT LAKE CITY, UTAH  
(date)**

**LEGAL DESCRIPTION  
FOR PROPOSED  
ROAD MAINTENANCE AND ACCESS EASEMENT  
AGREEMENT**

A portion of that Real Property described .....

**EXHIBIT "B"  
SUBDIVISION PLAT AND SITE PLAN**