

## EXHIBIT A.1



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December 12, 2025

Via Online Submission and Email

Community Development  
Board of Adjustment  
Melissa Anderson  
10000 Centennial Parkway  
Sandy, Utah 84070  
[manderson@sandy.utah.gov](mailto:manderson@sandy.utah.gov)  
[plan@sandy.utah.gov](mailto:plan@sandy.utah.gov)  
(801) 568-7250

Re: Appeal of Sandy City Planning Commission Preliminary Approval of Falls  
Creek Estates Subdivision

SUB009152025-007042  
SPX11112025-007076  
PUD(2), PUD(1.62), & SAO Zone  
2 Lots, 1.47 Acres

Dear Ms. Anderson and Sandy City Board of Adjustment:

This firm represents Garrett and Samantha Lisi (the "Lisis"), the owners of that certain real property located at 2859 E. Wasatch Blvd., Sandy, Utah 84092 (hereinafter, "Lot 2"). The Lisis have been adversely affected by the recent preliminary approval by the Sandy City Planning Commission (the "Commission") of the Falls Creek Estates Subdivision (the "Decision"). Our clients hereby appeal the Commission's Decision pursuant to Sandy City Code §§ 21-35-1(c) and 21-15-3(e) and request that an appeal hearing take place on the next available Board of Adjustment agenda. The Lisis further petition the Board of Adjustment to stay the Decision pending the outcome of this appeal.

### **A. Appellants Have Standing to Appeal.**

"The applicant, the City, a board or officer of the City, or any person adversely affected by the land use authority's decision administering or interpreting a land use ordinance may, within the time period provided in this title, appeal that decision to the designated appeal authority by alleging that there is an error in any order, requirements, decision, or determination made by the land use authority in the administration or interpretation of this title." Sandy City Code §§ 21-35-1(c); 21-15-3(e).

## EXHIBIT A.2



Here, the Lisis own Lot 2, which abuts the Falls Creek Estates Subdivision to the south. The Lisis' Lot 2 also shares a driveway entrance with the vacant property to the north at 2873 E. Wasatch Blvd., Sandy, Utah 84092 (hereinafter, "Lot 3"), what is proposed to be the south lot of the Falls Creek Estates Subdivision. A Plat Map is attached hereto as **Exhibit A**, which depicts the Lisis' Lot 2 as parcel no. 301-014, Lot 3 as parcel no. 301-015, and the other, landlocked parcel making up the Falls Creek Estates Subdivision (parcel no. 153-015; hereinafter, "Lot 4"). The shared entrance to Lots 2 and 3 was memorialized in a Driveway Easement and Maintenance Agreement recorded by the Salt Lake County Recorder on November 4, 1993, Document ID No. 5647968 (the "Original Easement"). A copy of the Original Easement is attached hereto as **Exhibit B**. The Commission's preliminary approval of the Falls Creek Estates Subdivision includes the use of the shared entrance, of which the Lisis have not provided authorization. Additional concerns due to proximity regarding, for example, traffic and safety, make the Lisis an adversely affected party with the right to challenge the Commission's Decision; therefore the Lisis have standing to bring this appeal.

### **B. Grounds for Appeal and Reasons Decision Was Made in Error.**

#### **i. The Decision was Illegal.**

"A land use decision is illegal if the land use decision is based on an incorrect interpretation of a land use regulation . . . or is contrary to law." Utah Code Ann. § 10-20-1109(3)(c)(ii). Here, the Decision is illegal because it misinterprets and/or runs contrary to existing applicable laws and regulations.

#### Inaccurate Characterization of Proposed Access

In its Decision, the Commission treats the proposed access to Lots 3 and 4 as a "private lane." However, this determination and treatment is improper. Sandy City Code § 21-21-11(e) specifies that a "private lane" must 1) service no more than two residential lots; and 2) run less than 150 feet in length (among other requirements). Additionally, Sandy City Code § 21-37-13(3) defines a private lane as "a right-of-way or easement in private ownership, not dedicated or maintained as a public street, that serves one or two lots, and is less than 150 feet in length." On the other hand, a "private street" is defined by Sandy City Code § 21-37-20(117) as "a right-of-way or easement in private ownership, not dedicated or maintained as a public street that serves more than two lots and is greater than 150 feet in length."<sup>1</sup>

Here, the Commission appears to have made a significant error and wholly ignored the criteria for the Falls Creek Estates Subdivision approach and driveway (the "Street") and has improperly approved the Street, likely considering it a "private lane," despite its non-compliance with the requirements of the Sandy City Code. Specifically, Page 3 of the

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<sup>1</sup> A "private street" is specified by Sandy City Code § 21-21-11(c) as requiring the following criteria: 1) a minimum requirement of 27 feet in width; and 2) a turnaround requirement (among others).

## EXHIBIT A.3



Commission’s November 20, 2025 Staff Report, attached hereto as **Exhibit C**, states “[t]he developer is proposing to use an existing shared approach and easement at the southwest corner of the development to access the north lot.” And in Paragraph 8 of the Staff Report’s Staff Recommendations and Conditions for Motion #2, the Commission again acknowledges that the Street’s entrance is burdened by the Original Easement. Therefore, the Street actually serves three properties, not two, which necessitates the designation and treatment of the Street as a “private street,” not a “private lane,” under applicable law. *See* Exhibit C, at pp. 3, 5. As a proposed private street, the Street fails to comply with multiple requirements under Sandy City Code § 21-21-11(c) and § 21-37-20(117).

Furthermore, Exhibit A to the Staff Report indicates that the proposed roadway, intended to provide access to Lots 3 and 4 in addition to Lot 2, is at least 168 feet long not including the portion on Lot 2, again fitting the definition of “private street” and not “private lane.” As a private street, by Sandy City Code §21-21-11(c) the subdivision roadway is required to be at least 27 feet wide, have appropriate turn arounds for emergency vehicles, in addition to other requirements – which the proposed subdivision roadway fails to meet. Therefore, this “private lane” is actually a “private street” and must be modified to account for additional width and turnaround requirements and thereafter reconsidered by the Commission.

### Additional Conflict with Original Easement

The Original Easement is clear that the owners of Lots 2 and 3 are expected to share jointly “in the maintenance of the driveway on said Easement and . . . share equally in the maintenance of the Driveway located on the Easement, including by way of example only, reasonable and ordinary maintenance and snow removal.” *See* Exhibit B. On or about June 26, 2025, the current owner of Lots 3 and 4 (Ivory Development, LLC) recorded with the Salt Lake County Recorder, Document ID No. 14402207, a Declaration of Access Easement and Private Driveway Maintenance Agreement for [Lots 3 and 4] (the “Ivory Easement”). A copy of the Ivory Easement is attached hereto as **Exhibit D**. The Ivory Easement uses the approach subject to the Original Easement to provide access to Lot 4. In doing so, it interferes with the Lisis’ rights and obligations under the Original Easement. For example, the Ivory Easement provides for common use and equal maintenance of the approach onto Lot 3 for the benefit of Lot 4, but because the approach is already shared with Lot 2, the Lisis’ rights and obligations under the Original Easement are being overridden without their approval. For example, how are costs and maintenance to be divided now that the Original Easement is benefiting a third property? Do the Lisis bear the burden of 50% of the approach’s maintenance despite additional wear and tear from a third residence they never agreed to? These and other similar issues should have been addressed and decided before the Decision was made.

Further, given the speeds at which vehicles travel on Wasatch Boulevard, vehicles accessing the approach subject to the Original and Ivory Easements must do so at an angle. A review of Exhibit A clearly shows an area of dirt off of the northeast corner of Lot 2

## EXHIBIT A.4



where the Lisis' vehicles have driven to access their driveway and vegetation cannot grow. Given the speed limits of Wasatch Blvd., angled entrance, and hairpin turn required to access the Falls Creek Estates Subdivision as it has been proposed and preliminarily approved, it is practically impossible to avoid a trespass by any Lot 4 owner onto the portion of the driveway burdened exclusively by the Original Easement. That is, though Lot 4 owners may have access to a portion of the shared approach via the Ivory Easement (though the Lisis do not concede this), they certainly don't have access to all of it without the Lisis' permission, which has not been granted. Until the Commission's Decision, no development rights existed as to Lot 4 at all (as the Commission noted in its meeting on the Decision, as described below), but access without utilizing the portion of the driveway on the Lisis' property is not possible under the conditions outlined herein. Without the Lisis' participation in the Decision or approval of Lot 4 access, the Decision is improper.

### Lot 4 Is Not Buildable

Sandy City Code § 21-15-3 clearly states that within the Sensitive Area Overlay Zone, and as part of the review and approval procedure, development applications shall clearly identify "[b]uildable and non-buildable areas." Further, "[s]ingle-family structures shall be located only upon areas constituting usable land." Sandy City Code § 21-15-4(a)(1)(a).

The Decision was recorded via Zoom video (Circa minute 1:15:50), wherein the Commission made specific reference to the fact that Lot 4 was a remnant parcel and is not approved for development and has no development rights; therefore, it is not buildable or usable.<sup>2</sup> As the Falls Creek Estates Subdivision is proposed, the buildable areas depicted on the site map on Page 3 of the Staff Report clearly show that a majority of the two-residence development is situated on Lot 4, which is not permitted.

### **ii. The Decision was Arbitrary and Capricious.**

"A land use decision is arbitrary and capricious if the land use decision is not supported by substantial evidence in the record." Utah Code Ann. § 10-20-1109(3)(c)(i). Here, the Commission failed to adequately account for safety concerns when it issued the Decision. Specifically, Wasatch Boulevard is classified as a "Major Collector" street by Sandy City. *See* Page 9 of Sandy City Master Transportation Plan, attached hereto as **Exhibit E**; *see also* Screenshot of Sandy City Transportation Master Plan, attached hereto as **Exhibit F**; Sandy City Code § 21-37-20(115) ("*Street, collector; major and minor*, means providing for traffic movement between major arterials and local streets, and direct access to abutting property. The location of this type of street is addressed in the Transportation Element of the Sandy City General Plan and designated on the Official Street Map for Sandy City"). Sandy City Code § 21-24-16 requires that driveways on Major

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<sup>2</sup> It is possible Lot 4 was designed the way it was because of development requirements, including but not limited to CC&Rs, such as lot sizes, home square footage requirements, setbacks, buildable envelopes, placements, grading, etc. Prior to the hearing, the Lisis will endeavor to obtain information on these points.

## EXHIBIT A.5



Collector Streets be separated by at least “170 feet of continuous curb and gutter.” The Lisis understand that the reason for this is to prevent too many vehicles from pulling in and out of residential properties on major, high-traffic roads due to collision-related safety concerns.

Based on the foregoing, the Lisis understand that Ivory Development, LLC’s original efforts to cut a new approach and driveway into Lots 3 and 4 from Wasatch Blvd. were denied by Sandy City. Therefore, to get around this restriction, Ivory Development, LLC recorded the Ivory Easement so that three properties could use the same approach, and separation requirements wouldn’t be a factor. However, this “solution” does not address the safety concerns outlined above. Therefore, the Decision was not sufficiently supported by the record and is arbitrary and capricious in this regard.

### **iii. Conclusion.**

For the foregoing reasons, the Decision should be reversed and remanded to the Commission to 1) redesignate the “private lane” as a “private street,” requiring that it comply with all associated criteria; 2) allow for the Lisis’ involvement and require their authorization to interfere with their rights and obligations under the Original Easement and use the shared driveway to access Lots 3 and 4; 3) address whether Lot 4 can become buildable; and 4) address and appropriately mitigate safety concerns associated with allowing a third residence to utilize an access point/approach off of Wasatch Blvd. The Lisis further request that the Board of Adjustment stay the Decision pending the outcome of this Appeal.

Very truly yours,

A handwritten signature in blue ink, appearing to read "James W. Anderson".

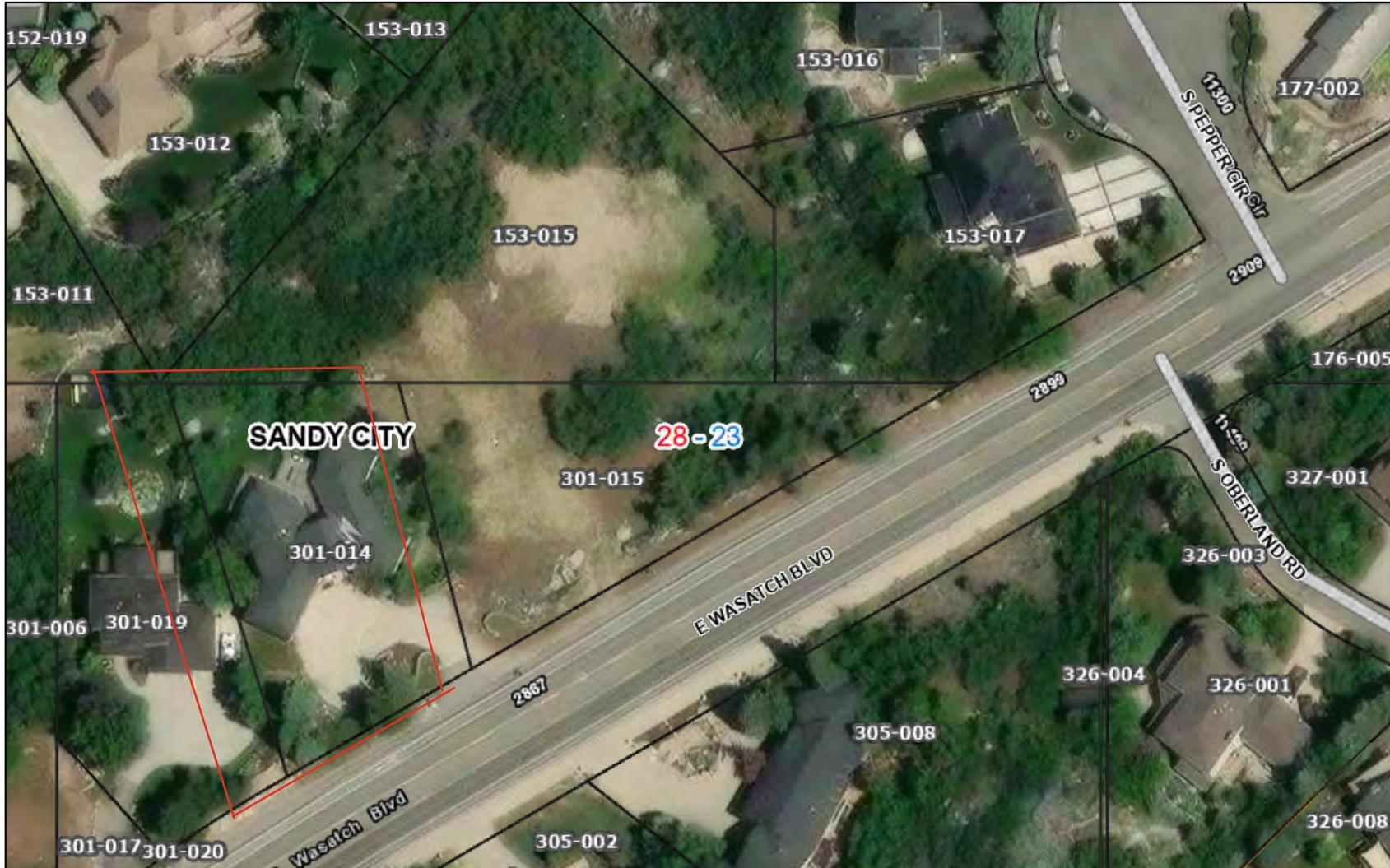
James W. Anderson  
Emma D. Tanner  
Landon S. Troester

**EXHIBIT A.6**

**EXHIBIT A**

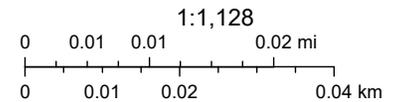
# EXHIBIT A.7

## ArcGIS Web Map



12/11/2025, 5:35:20 PM

- World\_Transportation
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 30cm Resolution Metadata
- ParcelsTaxYear
- Cities
- Prelim Parcels



County of Salt Lake, County of Utah, Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Esri, HERE, iPC,

Web AppBuilder for ArcGIS

# EXHIBIT B

EXHIBIT A.9

Escrow No. 293450-DP

When Recorded Return to  
William Henry Shober  
408 East Shamrock Drive  
Murray, Utah 84107

MTC File No. 35387

1200

5647968  
04 NOVEMBER 93 10:27 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: SHARON WEST , DEPUTY

5647968

**DRIVEWAY EASEMENT  
AND MAINTENANCE AGREEMENT**

This Driveway Easement and Maintenance Agreement is made this 2<sup>nd</sup> day of November, 1993, by and between WILLIAM HENRY SHOBER, JR., Trustee of the William Henry Shober, Jr. Family Trust, (herein SHOBER); and JAMES V. HUGHES (herein HUGHES). For good and valuable consideration the adequacy of which is hereby acknowledged the parties hereto understand and agree as follows:

1. SHOBER is the owner of the following described property located in Salt Lake County, Utah:

All of Lot 2, Driggs Subdivision, according to the official plat thereof.

2. HUGHES is the owner of the following described property located in Salt Lake County, Utah:

All of Lot 3, Driggs Subdivision, according to the official plat thereof.

3. SHOBER and HUGHES share, at least in part, the use of a common driveway over the following described property located in Salt Lake County, Utah (herein referred to as the Easement):

Beginning at the South Corner of Lot 3, Driggs Subdivision on the North Right of Way Line of Wasatch Boulevard, said point also being the Southeast Corner of Lot 2, Driggs Subdivision; and running thence South 60°00'00" West 10 feet along the North Right of Way line of Wasatch Boulevard and the South Line of said Subdivision; thence North 14°09'23" West 31.185 feet; thence North 60°00'00" East 30 feet; thence South 14°19'23" East 31.185 feet to the South Line of said Subdivision and the North Right of Way Line of Wasatch Boulevard; thence South 60°00'00" West 20 feet along said line to the point of beginning.

4. Each of the undersigned parties acknowledges the rights of the other party to use the easement for ingress, egress, public utilities and drainage and agrees to jointly participate in the maintenance of the driveway on said Easement and desire to reduce their agreement to writing.

5. NOW, THEREFORE, in consideration of the premises, the undersigned agree and covenant as follows:

(a) Each of the undersigned grants to the other an Easement for ingress,

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EXHIBIT A.10

gress, public utilities and drainage, over, across and under the Easement property as described above; and

- (b) Each of the undersigned agrees to jointly participate in the maintenance of the driveway on said Easement and agrees that they shall share equally in the maintenance of the Driveway located on the Easement, including by way of example only, reasonable and ordinary maintenance and snow removal.

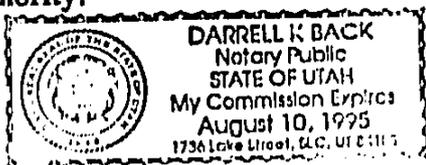
6. The rights and obligations created hereunder shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties and shall be deemed to run with and be appurtenant to the property owned by the parties hereto.

*William Henry Shober, Jr.*  
WILLIAM HENRY SHOBER, JR.,  
Trustee of the William  
Henry Shober, Jr. Family Trust

*James V. Hughes*  
JAMES V. HUGHES

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

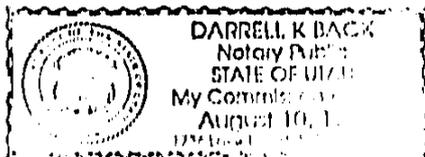
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 1993 by WILLIAM HENRY SHOBER, JR., Trustee of the William Henry Shober, Jr. Family Trust, who duly acknowledged to me that he executed the same by authority.



*Darrell K. Back*  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 1993 by JAMES V. HUGHES.



*Darrell K. Back*  
NOTARY PUBLIC

BK 6794 P60968

# EXHIBIT C

# EXHIBIT A.12

## SANDY CITY COMMUNITY DEVELOPMENT



JAMES SORENSEN  
COMMUNITY DEVELOPMENT  
DIRECTOR

MONICA ZOLTANSKI  
MAYOR

SHANE E. PACE  
CHIEF ADMINISTRATIVE OFFICER

### Staff Report Memorandum November 20, 2025

To: Planning Commission  
From: Community Development Department  
Subject: Falls Creek Estates Subdivision  
2873 E. Wasatch Blvd  
[Community #28, Pepper Dell]

SUB009152025-007042  
SPX11112025-007076  
PUD(2), PUD(1.62), & SAO  
Zone  
2 Lots, 1.47 Acres

#### Public Meeting Notice:

This item has been noticed to property owners within 500 feet of the subject area, on public websites, and a sign posted on site.

#### Request

The applicant and property owner, Greg Timothy with Ivory Homes, is requesting preliminary subdivision review for the properties located at 2873 and 2851 E. Wasatch Blvd. The proposal consists of adjusting the property lines between Lot 3 of the Driggs Subdivision and a remnant parcel to the north. This will create one additional lot both lots to comply with zoning requirements and be fully developed. Additionally, they are seeking special exception approval to not provide full street improvements. (See Exhibit A to review application materials).

#### Background

The subject properties consists of approximately 1.47 acres and lie within the Sensitive Overlay Zone. Both lots are zoned PUD (Planned Unit Development). All surrounding properties are similarly zoned and have been developed into single-family homes. Neither property is subjected to the Pepperwood HOA requirements.

The south property (2873 E Wasatch Blvd) is part of the Driggs Subdivision while the north property (2851 E Wasatch Blvd) is a remnant that was not included in any of the adjoining Pepperwood Subdivision plats.



SUB009152025-007042  
Falls Creek Estates Subdivision  
2873 E and 2851 E Wasatch Blvd

Community Development Department  
Sandy City, UT

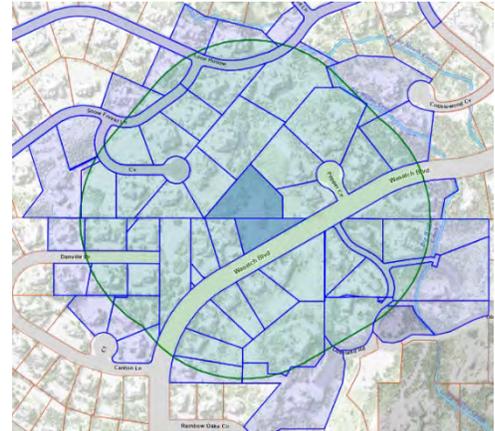
# EXHIBIT A.13

Property Case History	
Date	Case Summary
S#91-03	Driggs Subdivision created 3 lots within the PUD Zone in 1993

### Public Notice and Outreach

This item was noticed to all property owners within 500 feet of the proposal. A notice was posted to the Utah Public Notice website and the city website. A physical copy of the notice was posted at City Hall, and public notice signs were placed on the subject property.

Staff held a virtual neighborhood meeting via Zoom on November 10, 2025. Residents asked questions concerning the future lot configuration, street access, and plans on drainage for the lots (see minutes in Exhibit “B”).



### Analysis

#### Planned Unit Development Review

The purpose of a PUD is to provide flexibility of design that would not be possible through the typical application of zoning regulations. It encourages the efficient use of land to preserve open space while providing a means to create variety in the physical pattern of development.

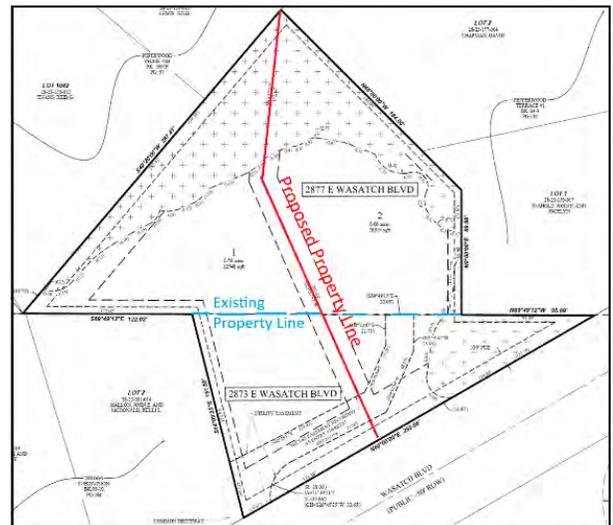
The design objectives for a Planned Unit Developments are:

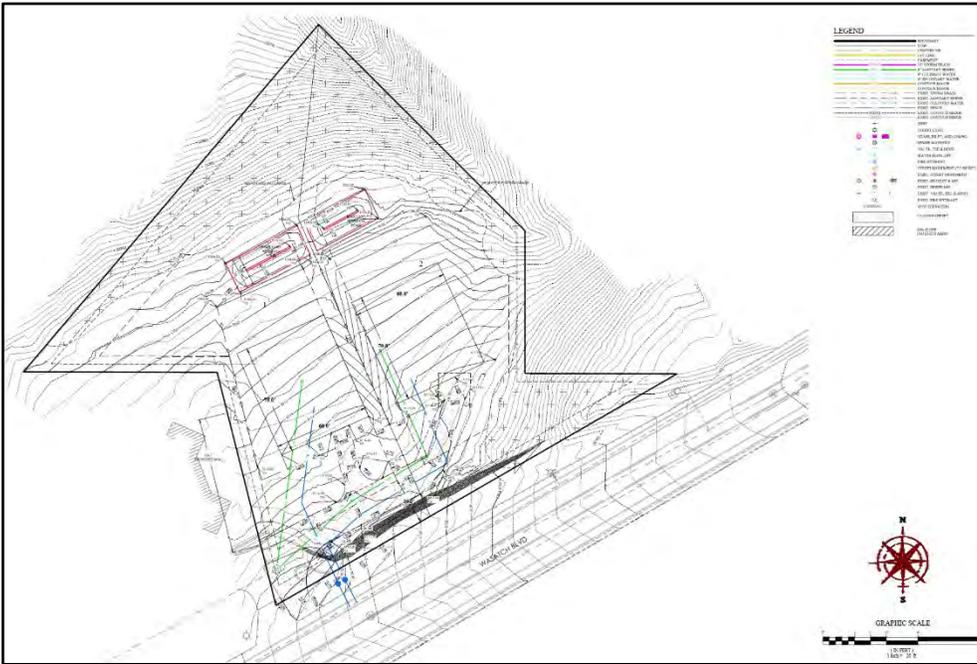
1. Provide for a comprehensive and harmonious arrangement of buildings, open spaces, circulation ways, parking, and development amenities.
2. Be related to existing and proposed land use and circulation plans of the community and not constitute a disrupting element in the neighborhood.
3. The internal street system and pedestrian connections should be designed for the efficient and safe movement of vehicles without disrupting pedestrian circulation, activities, functions of the common areas and open space.
4. Open space and recreation areas and facilities should be located adjacent to dwelling units or be easily accessible therefrom.
5. Open space and recreation areas should be the focal point for the overall design of the development.

The Planning Commission has flexibility in requiring specific setbacks, density, and layouts in order to ensure these design objectives are met. The Driggs subdivision plat states that lots must comply with the R-1-10 zoning requirements (see Exhibit “C”). It is recommended that these requirements be applied to the subject properties in order to ensure they match the character of the surrounding neighborhood.

#### Subdivision

The applicant is proposing to reconfigure the existing lot and remnant parcel by bisecting them north to south instead of east to west. This will provide street frontages for both lots and create sufficiently large buildable areas to allow for the development of single-family homes on each of them.





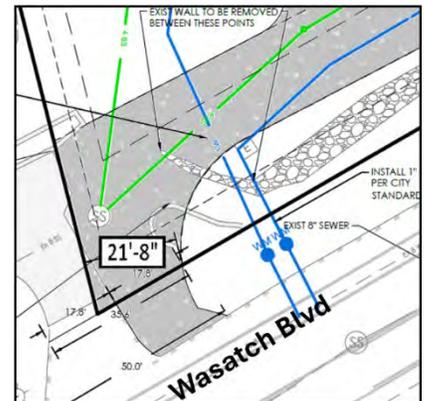
This property is also within the Sensitive Area Overlay zone. There are areas of 30% or greater slope that affects the proposed lots. These areas have been located on the plat and the buildable areas of each lot are indicated. The City Engineer has also reviewed the slope study and other geotechnical documents provided by the applicant. Besides the steep slopes, there are no other geologic issues that require further mitigation.

These lots also have large areas of natural vegetation and fall under the Wildland Urban Interface Overlay. Thus, balancing removal of natural vegetation with mitigating fire hazards is an

important consideration. A mitigation of removal of natural vegetation is to require fire resistive building materials.

There is a significant drop off along the street frontage of the northern lot. Lots within a subdivision are required to have direct access to a public street unless it can be demonstrated that such access is not possible based upon issues such as topography.

The developer is proposing to use an existing shared approach and easement at the southwest corner of the development to access the north lot. They will also engineer and rebuild the existing rock wall which serves to protect Wasatch Blvd from erosion. Using this approach will also preserve the sensitive slopes that exist along the frontage. The shared approach meets the 20-foot minimum width required by code and will not require access across the neighbor’s property.



Currently there are no street improvements along the west side of Wasatch Blvd. The city will enter into a cash out agreement with the developer where the cost of constructing curb and gutter along the frontage will be collected for use when the city eventually installs these improvements along the street.

**Special Exception**

Full street improvements to include curb, gutter, sidewalk and parkstrip are normally required as part of the subdivision development. The Planning Commission may grant a special exception to waive these improvements after consideration and receiving a positive recommendation from the Director and City Engineer.

As discussed above, the curb and gutter will be installed by the city at a future date. The applicant is seeking a special exception to not provide the remaining improvements (sidewalk and parkstrip). To maintain the precedent in the area, preserve the sensitive slopes, and prevent storm drainage issues, the City Engineer recommends that these improvements not be installed along the street frontage until the City can do a larger project in the area and avoid detrimental impacts from only installing a portion of improvements that are missing in the area.

**Staff Concerns**

The natural drainage of the land will be changed by this development. While the existing street drainage pattern will continue

along Wasatch Blvd since no improvements will be done there, the construction of homes and other improvements will impact drainage across the lots. The developer must ensure during the building permit process that each lot retains the required amount of storm drainage on site.

## **Staff Recommendations**

### **Motion #1 Special Exception**

Staff recommends that the Planning Commission approve the requested special exception for the Falls Creek Estates Subdivision located at 2873 and 2851 E. Wasatch Blvd to not provide full street improvements in front of the development based upon the following findings:

#### **Findings:**

1. The City and Applicant will enter into a cash out agreement where the cost of providing curb and gutter will be paid to the city for the construction of these improvements at a future date.
2. The precedence of adjoining improvements will be continued and maintained.
3. The proposed configuration equitably balances the needs of the public and presents the most efficient use of the land.

### **Motion #2 Subdivision Review**

Staff recommends that the Planning Commission determine that preliminary subdivision review for the Falls Creek Estates Subdivision located at 2873 and 2851 E. Wasatch Blvd is substantially complete based on the following findings and subject to the following conditions:

#### **Findings:**

1. That the proposed configuration equitably balances the needs of the public and presents the most efficient use of the land.
2. That the proposed lots comply with the requirements of the PUD and Sensitive Area Overlay Zones.
3. That the various City Departments and Divisions have preliminarily approved the proposed subdivision plat.

#### **Conditions:**

1. That street improvements on Wasatch Boulevard be carried out in accordance with the approved plans designed by the applicant and with the cash out agreement to install those improvements at a future date by the City.
2. That all lots comply with all requirements of the PUD Zone and the Sensitive Area Overlay Zone.
3. That any area equal to or in excess of a 30% slope be indicated (cross-hatched) on the final plat, and that perspective builders and homeowners be apprised of the restrictive nature of the hillside lots.
4. That all lots comply with the requirements of the Wildland Urban Interface requirements without removal of natural vegetation within the protected slope areas of the lots and homeowners be apprised of this requirement.
5. That a grading and drainage plan be submitted and approved for all lots prior to issuance of a building permit. The grading plan shall include a driveway plan and profile to assure conforming driveway slope. Any down sloping driveway will require approval by the City Engineer.
6. That the applicant complies with each department's comments and redlines throughout the final review process and that all issues be resolved before the subdivision can be recorded.
7. That the same setback requirements of the R-1-10 zone be applied to this subdivision.

## EXHIBIT A.16

8. That a private access agreement and maintenance agreement for the shared driveway and access be recorded on these lots to ensure access to Wasatch Boulevard within the existing shared access on the west side of the subdivision.

Planner:



Thomas Irvin  
Senior Planner

File Name: S:\USERS\PLN\STAFFRPT\2025\SUB09152025-007042 – FALLS CREEK ESTATES SUBDIVISION\PLANNING COMMISSION\STAFF REPORT



Exhibit "B"

**NEIGHBORHOOD MEETING NOTES AND PUBLIC COMMENT**

**Neighborhood Meeting Summary**

**Meeting Date:** November 10, 2025

**Neighborhood:** Pepper Dell #28

**Project:** Falls Creek Estates Subdivision

**Applicant:** Greg Timoth with Ivory Homes

***Project Summary***

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The proposal is a Preliminary Subdivision review for a 2-lot single-family development along Wasatch Blvd. The property is zoned PUD(2) and PUD(1.62). The applicant is also seeking Special Exception approval to not provide full sidewalks and parkstrips along the street frontage.

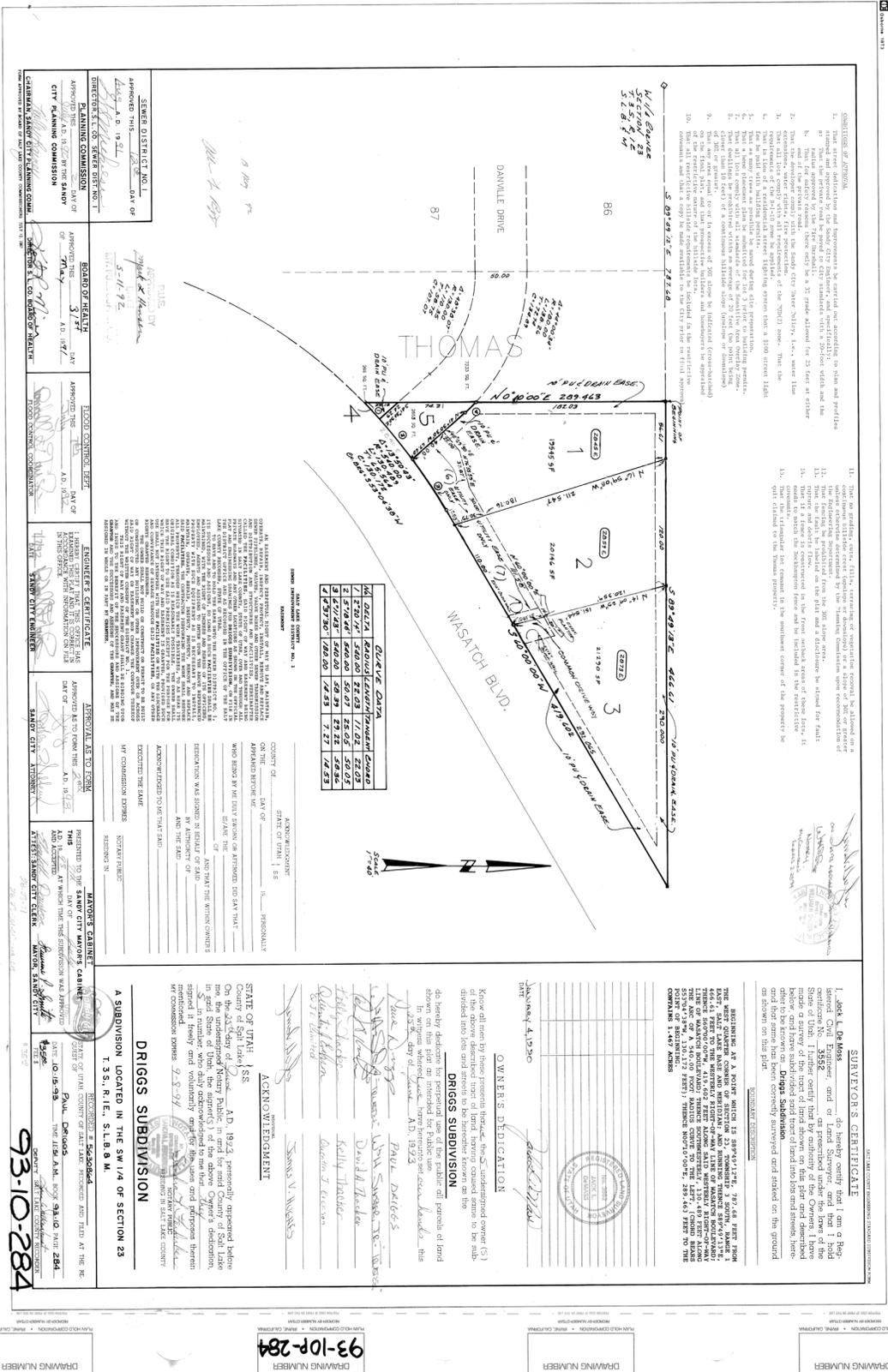
***Meeting Minutes***

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The neighborhood meeting was conducted online, via Zoom with approximately four residents attending. Adjoining owners knew that the property would eventually develop, however, they had seen several concept plans over the years showing three proposed lots and were interested to see what was planned. Both lots had been under common ownership for many years, leading some neighbors to believe it was a single property and only one home would be constructed. They were surprised to learn that it had always been two lots and that the current request was to reconfigure the properties to allow both to fully develop. Owners of properties to the north asked several questions concerning building height and drainage as they are significantly downhill from the development. Greg Timothy with Ivory Homes explained that the subdivision did not specifically deal with how storm water would be managed, but that during the individual building permit reviews, stormwater would need to be retained on the lots. This is why Ivory’s engineering consultant had been performing percolation and soil analysis. Doing so gives them the information they need to develop a storm water management plan. One applicant asked if the properties would be subject to the Pepperwood HOA requirements. They would not be since the land never has been part of the Pepperwood development plats. Several owners asked specific questions concerning the height and distance from property lines of the proposed homes. Staff explained that, while specific home plans are not part of this review, they will be subject to the height and setback requirements of the zone. Additionally, structures will need to be placed an average of 20 feet from the sensitive areas (above 30% in grade) and no closer than 10 feet to any given point. Residents also wanted to know how vehicles would access the lots since there is a significant grade drop along Wasatch Blvd. Staff explained that an existing easement will be extended from the southwest corner of the property to allow vehicle access behind the grade drop. The retaining wall along Wasatch Blvd will be repaired and improved to ensure road stability over time. Final questions were asked concerning the price point of the homes as future property values was a concern. Greg explained that Ivory realizes this is a high-end neighborhood and are committed to building homes that will fit the style and value of the adjoining properties.

# EXHIBIT A.19

## Exhibit "C" Driggs Subdivision Plat



# EXHIBIT D

# EXHIBIT A.21

14402207 B: 11581 P: 4862 Total Pages: 8  
06/26/2025 11:31 AM By: EMehanovic Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

WHEN RECORDED RETURN TO:

Christopher P. Gamvroulas  
Ivory Development, LLC  
978 East Woodoak Lane  
Salt Lake City, Utah 84117

**DECLARATION OF ACCESS EASEMENT  
AND  
PRIVATE DRIVEWAY MAINTENANCE AGREEMENT  
FOR  
DRIGGS LOT 3 (Parcel # 28233010150000) and Parcel # 28231530150000**

This Declaration of Access Easement and Private Driveway Maintenance Agreement ("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. This document affects Driggs Lot 3 (Parcel # 28233010150000) and Parcel # 28231530150000 (the "Subdivision") (each a "Lot" and collectively "Lots")

C. Declarant desires to execute this Maintenance Agreement to create an access easement and provide common use and maintenance of a shared private driveway with the location described with particularity on Exhibit "B" (the "Common Driveway").

E. The Lots and Common Driveway are depicted on the Access Easement Exhibit attached as Exhibit "C" and incorporated herein by this reference.

## 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

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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. The Common Driveway shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. The Owner of each lot, regardless of whether its interest in the Common Driveway is that of a dominant or servient estate, 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 running with the Property and binding the Owners thereof 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 Exhibit C.
- 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. Maintenance.

- a. The Owners shall be responsible for maintenance, snow removal, and improvement costs the Common Driveway, with the Owners of each Lot being responsible for their fifty percent (50%) pro rata 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

## EXHIBIT A.23

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 surrounding municipality.

- 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).
- 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%) per annum 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 § 57-8a-302, as amended or supplemented.

5. 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.

6. 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.

7. 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.

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8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

15. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Declarant's Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant's Property.

**EXHIBIT A.25**

16. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

17. Entire Agreement. This Declaration contains all of the agreements of the undersigned with respect to matters covered or mentioned herein and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose.

IN WITNESS WHEREOF, the Declarant has executed this instrument the 24<sup>TH</sup> day of JUNE, 2025

DECLARANT: IVORY DEVELOPMENT, LLC

BY: [Signature]  
Christopher P. Gamvroulas  
DATE: 6/24/25

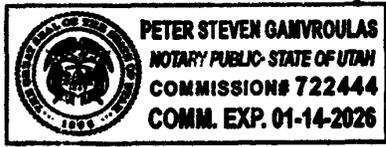
IT'S PRESIDENT

STATE OF UTAH )  
COUNTY OF SALT LAKE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day, JUNE of 2025 by Christopher P. Gamvroulas, the President of Ivory Development, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said Company executed the same.

[Signature]  
NOTARY PUBLIC



## EXHIBIT A.26

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### EXHIBIT A

#### LEGAL DESCRIPTION OF PROPERTY

(FROM SPECIAL WARRANTY DEED: Entry #12557183) PARCEL 1:

Lot 3, Driggs Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

PARCEL 2:

Beginning South 89°49'12" East 842.15 feet from the west 1/4, Corner Section 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence north 40°20' East 287.42 feet; thence South 45° East 184.00 feet; thence South 89.98 feet; thence North 89°49' 12" West 316.25 feet to beginning.

Tax Parcel No. 28-23-301-015, 28-23-153-015

**EXHIBIT B**

**LEGAL DESCRIPTION OF COMMON DRIVEWAY**

**ACCESS EASEMENT LEGAL DESCRIPTION**

Located in Lot 3, Driggs Subdivision, as recorded in Book 93-10, Page 284 in the Salt Lake County Recorder's Office, said subdivision being a part of the Southwest Quarter of Section 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian, located in Sandy City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point along the 1/4 Section line S89°49'13"E 1104.03 feet from the West 1/4 Corner of Section 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian; running thence along said 1/4 Section line S89°49'13"E 20.00 feet; thence S00°10'47"W 25.95 feet; thence S24°02'04"W 48.39 feet; thence S62°25'21"W 77.34 feet; thence along the arc of a curve to the left with a radius of 28.00 feet a distance of 34.86 feet through a central angle of 71°19'51" Chord: S26°45'25"W 32.65 feet to the northerly right-of-way line of Wasatch Boulevard; thence along said right-of-way line S60°00'00"W 22.67 feet to the westerly line of Lot 3 of said Driggs Subdivision; thence N14°09'23"W 41.12 feet; thence N62°25'21"E 110.01 feet; thence N24°02'04"E 37.21 feet; thence N00°10'47"E 21.73 feet to the point of beginning.

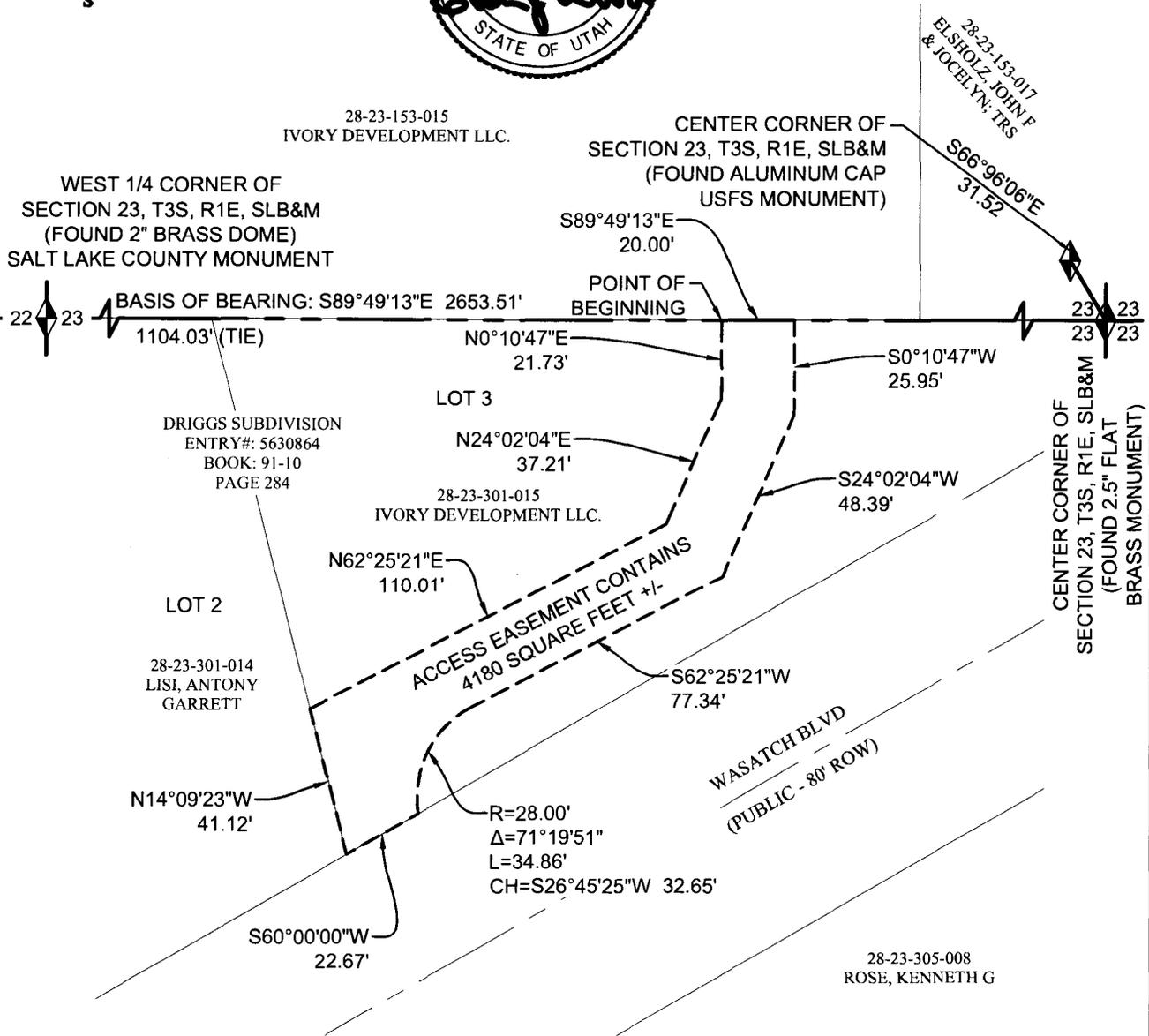
Contains 4,180 square feet +/-

# EXHIBIT A.28



EXHIBIT C

ACCESS EASEMENT EXHIBIT

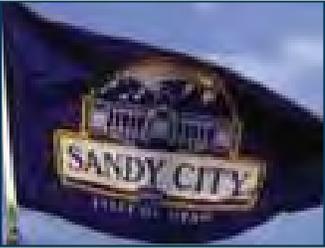


**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 S. HIGH TECH DRIVE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focus-es.com

**ACCESS EASEMENT EXHIBIT**  
LOCATION: SOUTHWEST 1/4 OF SECTION 23, T3S, R1E, SLB&M  
**SANDY CITY, UT**

Date Created:	6-16-2025
Scale:	N.T.S.
Drawn:	EE
Job:	18-299
Sheet:	1 OF 1

# EXHIBIT E



# Sandy City Master Transportation Plan Update

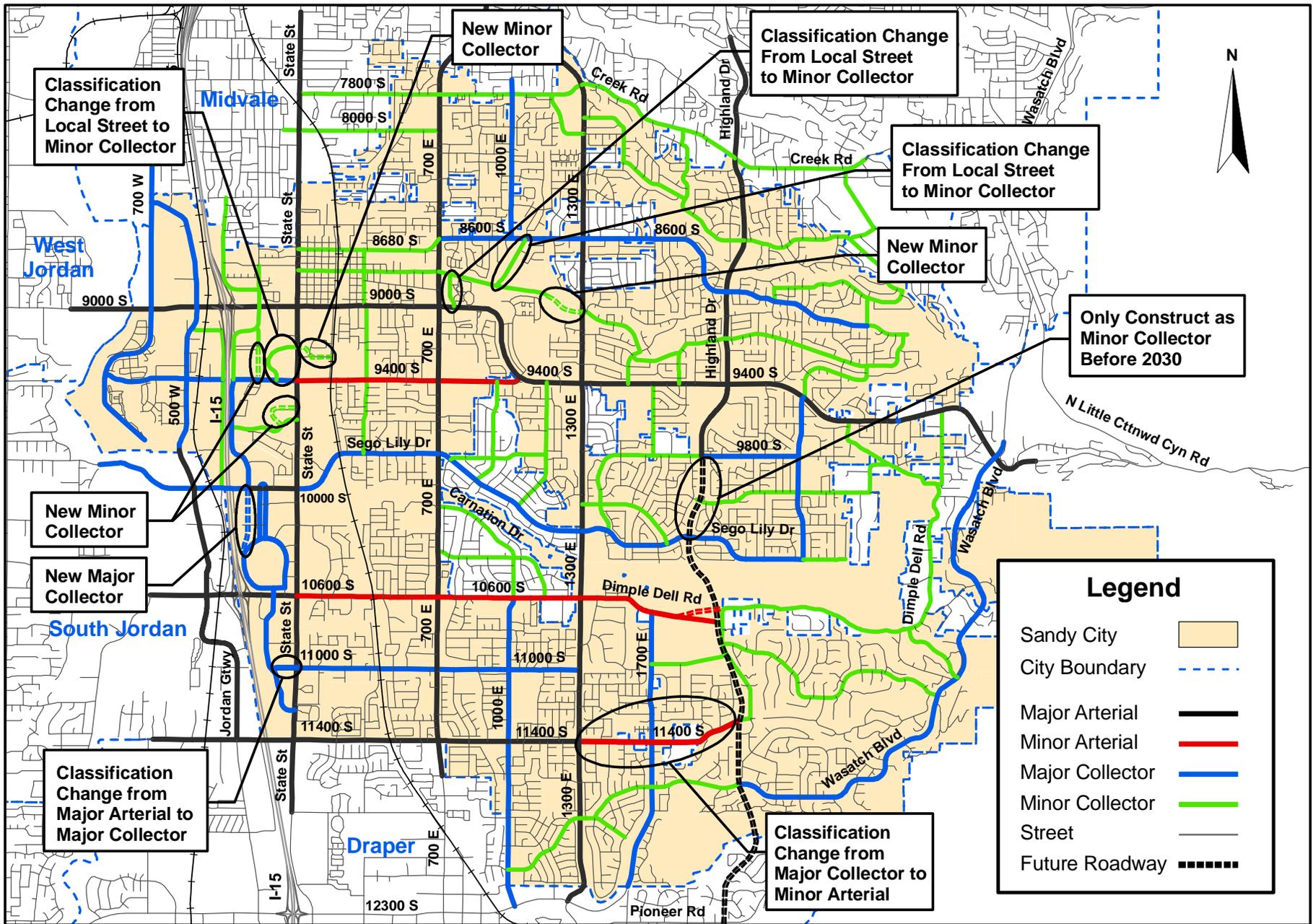
November 2009

Sandy City

AECOM

HORROCKS  
ENGINEERS

# EXHIBIT A.31



**FIGURE 1**

Recommended Roadway Classification

# EXHIBIT F

# EXHIBIT A.33



## Roadway Functional Classification

Roadways are classified according to how they provide for mobility and land access. As mobility increases, land access decreases and vice-versa. For example, you have high mobility in interstate highways but poor access to destinations around it.

- **Arterials** - Freeways and expressways are provided to service long distance trips between cities, as a result they have the highest level of mobility and lowest level of land access.

**Collectors** - Collectors serve both through movement and land access in relatively equal proportions. They gather traffic from local roads and channel it to arterials.

**Local Roads** - The primary function of local roads is to provide access to land parcels. Through movement is usually discouraged, and they are not intended for long-distance travel.

*\*This is an interactive map! Zoom, pan, and click on data layers to obtain more information.*

