



CITY COUNCIL TRANSMITTAL

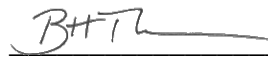

rachel.otto (Nov 9, 2023 08:59 MST)
Rachel Otto, Chief of Staff

Date Received: 11/09/2023
Date sent to Council: 11/09/2023

TO: Salt Lake City Council
Darin Mano, Chair

DATE: 11/07/2023

FROM: Blake Thomas, Director, Department of Community & Neighborhoods



SUBJECT: Avenues Restrictive Covenant

STAFF CONTACT: Krissy Gilmore, Senior Planner, kristina.gilmore@slcgov.com, 801-535-7780

DOCUMENT TYPE: Ordinance

RECOMMENDATION: Remove the restrictive covenant from the affected properties.

BUDGET IMPACT: None

BACKGROUND:

In April 2023 the property owner at 453 N C Street applied for a Lot Consolidation with the intention of constructing an Accessory Dwelling Unit (ADU) in the rear yard. During the review process, Planning Staff examined a restrictive covenant applied to their property and 17 other properties, which prohibits the construction of detached ADUs. After considering the implications for all 18 affected properties, Planning Staff consulted with the Attorney's Office and decided to pursue the removal of the restriction simultaneously for all properties instead of addressing them individually.

DISCUSSION:

The restrictive covenant (Exhibit 2) was established in 1981 as part of the street closure of 8th Avenue for the expansion of LDS Hospital (Ordinance 40 of 1981). As part of the street closure, as described in the restrictive covenant, the Greater Avenues Community Council agreed it would not oppose the

street vacation if other LDS Hospital owned properties were subjected to a restrictive covenant guaranteeing their continued residential use in conformity with the R-2 zoning district that was in effect at that time. In 1995 during the City's comprehensive zoning rewrite, the affected properties were rezoned from R-2 to SR-1A.

Although Planning Staff was unable to locate the specific correspondence from 1979 that outlined this agreement, the City Recorder's Office found a separate letter related to the closure of 8th Avenue from the Greater Avenues Community Council regarding the Historic Revolving Loan Fund (see Exhibit 3). This letter provides some insight into the rationale behind the request for the restrictive covenant. It explains that the neighborhood would lose a total of 44 homes due to the expansion of the hospital, and it is likely that they wanted to prevent further deterioration of the neighborhood by imposing the restrictive covenant.



Map of the affected properties. See Exhibit 1 for a larger scale map.

The restrictive covenant was primarily focused on limiting allowed uses. The list below shows the uses currently allowed in the SR-1A zone that are prohibited due to the restrictive covenant. It is important to note that just because a use is allowed, it does not mean that the properties will have a right to that use. They must still meet the applicable zoning requirements associated with those specific uses and the SR-1A zone.

- Accessory Dwelling Unit (permitted)
- Dwelling, Assisted Living Facility with limited capacity (2-5 individuals) (conditional)
- Dwelling, Congregate Care Facility (conditional)
- Dwelling, Group Home (conditional)
- Community Garden (conditional)
- Urban Farm (permitted)
- Daycare Center (conditional)
- In-home Daycare (permitted)

Because the properties are no longer owned by LDS Hospital, it seems the intent of the covenant has been satisfied, which was likely to prevent them from either developing as part of the hospital or selling to commercial use to support the hospital. Additionally, considering the adoption of the ADU ordinance, which permits ADUs in the SR-1A zone, Planning Staff believes it may be appropriate to remove the restriction. When the restrictive covenant was created, Salt Lake City may not have anticipated that ADUs would be permitted in the future.

While SR-1A does permit, either by-right or through the conditional use process, some uses that may have a commercial aspect, Planning Staff is of the opinion that the SR-1A zone aligns with the intended purpose of the restrictive covenant to ensure residential use and low impact uses. However, the Council may consider implementing a new restriction that prohibits the properties from being rezoned to higher density zones or primarily commercial zoning districts to address any concerns.

Greater Avenues Community Council Review

The Greater Avenues Community Council is listed as an interested party in the restrictive covenant, and therefore, they must also vote to remove their interest in the covenant for it to be effective. Planning Staff met with the GACC on September 13 and October 4, 2023 to discuss the matter. The GACC ultimately voted to release their interest in the restrictive covenant at their November 1, 2023 meeting.

Property Owner Notice

On May 24th Planning Staff sent a notice to all affected properties making them aware of the covenant. The notice provided a 45-day comment period, after which Planning Staff would begin the process of requesting the removal of the covenant. The notice stated that if we did not receive a response, staff would move forward with the removal of the covenant based on the presumption that the property owners had no objection.

Staff received responses from four property owners. Three in support of the removal (321 E 10th Avenue, 267/271 9th Avenue, and 453 N C Street), and one against the removal. One call included multiple property owners on the line, however, Planning Staff only feels comfortable stating that the actual caller should be recorded as in support. The property owner at 339 E 10th Avenue is against the removal due to zoning restrictions that would prohibit an ADU on their property.

EXHIBITS:

- 1) Map of Affected Properties and Addresses
- 2) Restrictive Covenant
- 3) 8th Avenue Street Closure Revolving Loan Fund Letter
- 4) Affected Property Owner Notice
- 5) Ordinance for Removal

EXHIBIT 1) Map of Affected Properties

Avenues Restrictive Covenant

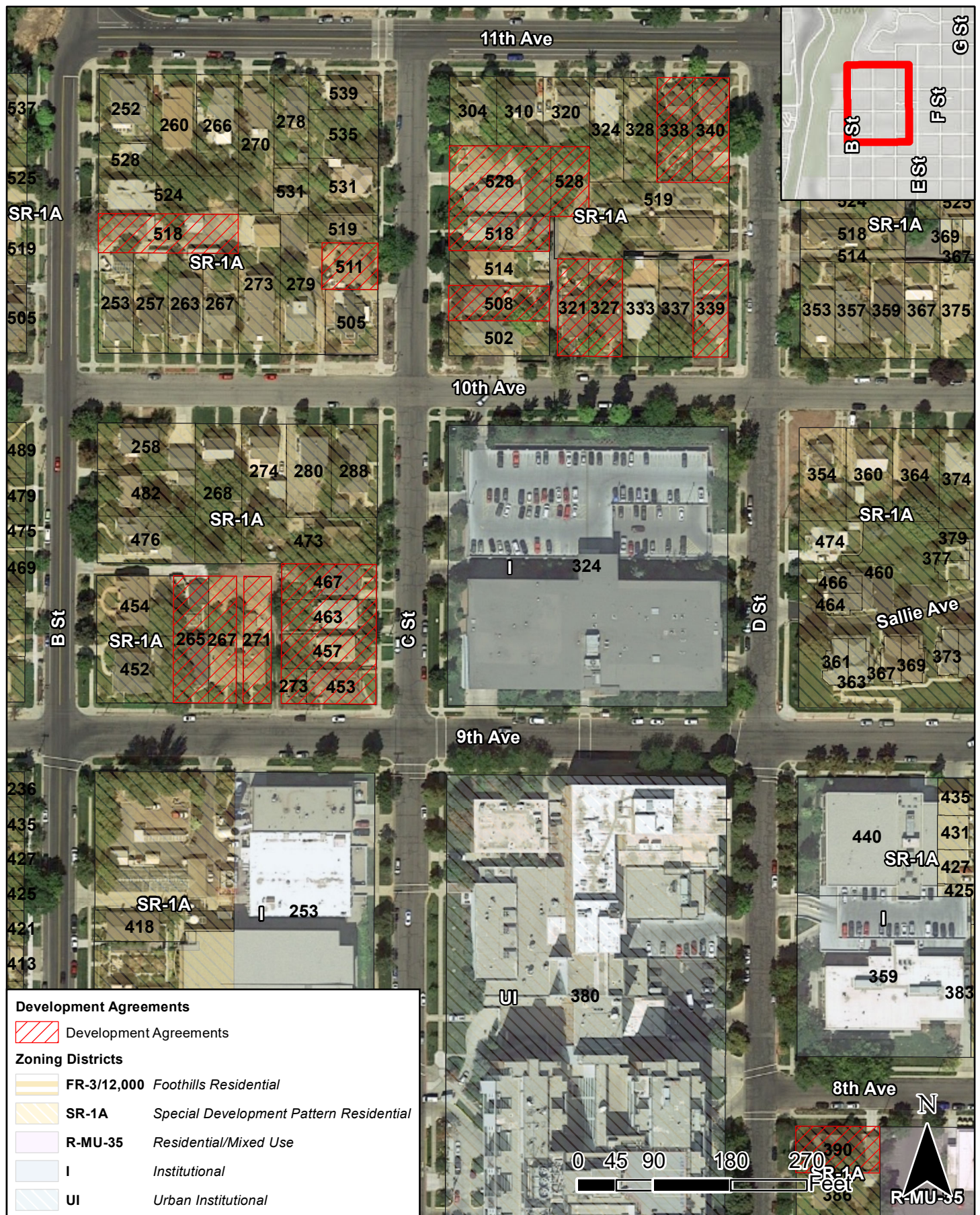


EXHIBIT 2) Restrictive Covenant

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RESTRICTIVE COVENANT

WHEREAS, Intermountain Health Care, Inc., a Utah non-profit corporation (the "Grantor"), owns and operates LDS Hospital in Salt Lake City, Utah, and also holds title to the eighteen nearby parcels of real property with improvements thereon described in Exhibit "A" 1 through 17, attached hereto (the "Property"), which Property is presently located within a Residential "R-2" District under Chapters 13 and 14, Title 51 of the Revised Zoning Ordinances of Salt Lake City, Utah, copy attached hereto and marked Exhibit "B", and as such is restricted for use as a single-family dwelling, two-family dwelling and other uses currently permitted in such "R-2" District; and

WHEREAS, Grantor is commencing a construction project to replace a portion of its LDS Hospital which will necessitate the closure of 8th Avenue between C and D Streets by Salt Lake City Corporation, a municipal corporation of the State of Utah, (the "City"), and in connection therewith has entered into an understanding with City and the Greater Avenues Community Council, a Utah non-profit corporation (the "Council"), evidenced by an exchange of correspondence between Grantor and the Council dated, respectively, September 26, 1979 and October 2, 1979, which provides in part that the Council will not oppose such street closure and the City will close and convey if other Grantor-owned properties referred to therein are subjected to a restrictive covenant guaranteeing their continued residential use in conformity with the current "R-2" District requirements;

NOW, THEREFORE, in compliance with such understanding, and in consideration therefor, Grantor hereby imposes on the Property a restrictive covenant in favor of City and the Council or its successors and/or their assignees and the successors in interest of the property restricting the use of the Property to a residential use that conforms with the requirements of the attached Exhibit "B" for Residential "R-2" District, Chapter 14,

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of Title 51 of the Revised Zoning Ordinances of Salt Lake City, Utah.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, or assigns, shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.

This agreement constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as the original signers hereof.

IN WITNESS WHEREOF, Grantor has executed this Restrictive Covenant this 18 day of September, 1981.

INTERMOUNTAIN HEALTH CARE, INC.

By David W. Johnson
Title: EXECUTIVE VICE PRESIDENT

ATTEST:

Bruce D. Blanchard
Notary Public

SALT LAKE CITY CORPORATION

By William H. Hall
MAYOR

ATTEST:

Kathryn Marshall
CITY RECORDER

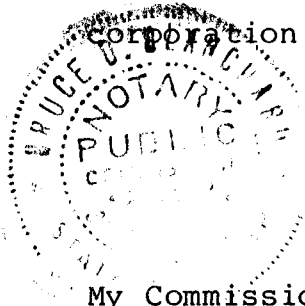
GREATER AVENUES COMMUNITY COUNCIL

By Leslie J. Russell
Title: Secretary

ATTEST:

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 18th day of SEPTEMBER, 1981, personally
appeared before me DAVID H. JEPSON
and SINNEY G. GARRETT, who being by me duly sworn, did
say that they are the EXEC VICE PRES and VICE PRES.
of INTERMOUNTAIN HEALTH CARE, a Utah non-profit corporation, and
that the foregoing instrument was signed in behalf of said
corporation; by authority of a resolution of its board of
directors, and said persons acknowledged to me that said
corporation executed the same.



Bruce D. Blanchard
NOTARY PUBLIC, residing in Salt
Lake County, Utah

My Commission Expires:

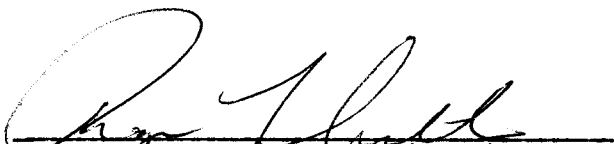
July 17, 1983

STATE OF UTAH)
 : ss.
County of Salt Lake)

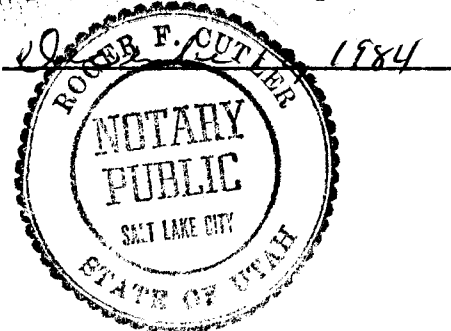
On the 21 day of September, 1981, personally
appeared before me TED L. WILSON and KATHRYN MARSHALL, who being
by me duly sworn, did say that they are the Mayor and City
Recorder, respectively of SALT LAKE CITY CORPORATION, and said

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persons acknowledged to me that said corporation executed the same.

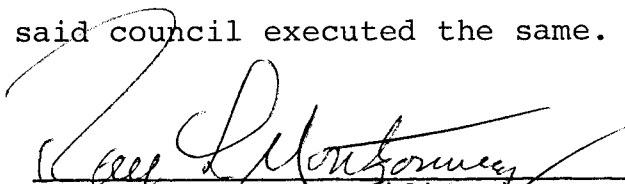

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

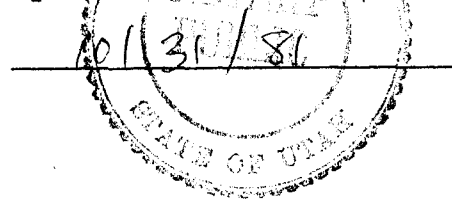


STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of September, 1981, personally appeared before me LESLIE S. RUSSELL, who being by me duly sworn, did say that she is the secretary of GREATER AVENUES COMMUNITY COUNCIL, and that the foregoing instrument was signed in behalf of said council, by authority of a resolution of its board; and said person acknowledged to me that said council executed the same.


NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:



Notes

SEP 28 3 01 PM '81
54 City Attorney
REQ OF DEPT

*Regular fee
to equal the fee*

KATHLEEN YON
CROOKER
SALT LAKE COUNTY,
UTAH

*From 100
City & County
Att: Kay Montgomery*

BOOK 5286 PAGE 1218

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 518-B Street and more particularly described as follows:

Beginning at the Northwest corner of Lot 2, Block 152, Plat "D", Salt Lake City Survey, and running thence South 46 feet 3 inches; thence East 165 feet; thence North 46 feet 3 inches; thence West 165 feet to the place of beginning.

Subject to a right of way over: beginning 36.25 feet South of the Northwest corner of said Lot 2 and running thence East 123.75 feet; thence North 36.25 feet; thence East 41.25 feet; thence South 46.25 feet; thence West 165 feet; thence North 10 feet to the place of beginning.

Ref. to Plat "D"



PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 453-C Street and more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 129, Plat "D", Salt Lake City Survey, thence North 2.5 rods; thence West 5 rods; thence South 2.5 rods; thence East 5 rods to the place of beginning.

Also: Commencing 5 rods West of the Southeast corner of Lot 1, Block 129, Plat "D", Salt Lake City Survey, and running thence West 29.25 feet; thence North 2.5 rods; thence East 29.25 feet; thence South 2.5 rods to the place of beginning.

P. Lot 1, Block 129, Plat "D"



PROPERTY DESCRIPTION

Real property and all improvements thereon situated
in Salt Lake County, State of Utah at 457-C Street and more
particularly described as follows:

Commencing 2.5 rods North of the
Southeast corner of Lot 1, Block 129,
Plat "D", Salt Lake City Survey, and
running thence North 41.25 feet;
thence West 111.75 feet; thence South
41.25 feet; thence East 111.75 feet
to the place of beginning.

St. Louis, Blk 129
u.s.



PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 463-C Street and more particularly described as follows:

Commencing 82 1/2 feet North of the Southeast corner of Lot 1, Block 129, Plat "D", Salt Lake City Survey, and running thence West 111.75 feet; thence North 41 1/4 feet; thence East 111.75 feet; thence South 41 1/4 feet to the point of beginning.

Lot 1, Block 129

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 511-C Street and more particularly described as follows:

Commencing 8 rods North of the Southeast corner of Lot 1, Block 152, Plat "D", Salt Lake City Survey, thence West 63 feet; thence South 55 feet; thence East 63 feet; thence North 55 feet to beginning.

Beginning at a point 4 rods West and 8 rods North of the Southeast corner of Lot 1, Block 152, Plat "D", Salt Lake City Survey, and running thence East 3 feet; thence South 55 feet; thence West 3 feet; thence North 55 feet to the point of beginning.

Lot 1, Blk 152 "D"

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 508-C Street and more particularly described as follows:

Commencing 41 feet 3 inches North of the Southwest corner of Lot 2, Block 151, Plat "D", Salt Lake City Survey and running thence East 123 feet 9 inches; thence North 41 feet 3 inches; thence West 123 feet 9 inches; thence South 41 feet 3 inches to the place of beginning.

Together with and subject to a right of way over:

Commencing 118-3/4 feet East of the Southwest corner of said Lot 2; thence North 165 feet; thence East 10 feet; thence South 165 feet; thence West 10 feet to the place of beginning. (Not including entries to and from other owners affecting said right of way.)

Lot 2, Block 151, Plat "D"

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PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 467-C Street and more particularly described as follows:

Commencing at the Northeast corner of Lot 1, Block 129, Plat "D", Salt Lake City Survey, running thence West 111.75 feet; thence South 41.25 feet; thence East 111.75 feet; thence North 41.25 feet to the place of beginning.

Together with a right of way over: Commencing at a point 111.75 feet West of the Northeast corner of said Lot 1, thence South 165 feet; thence West 10 feet; thence North 150 feet; thence West 208.25 feet to the West line of Block 129; thence North 15 feet; thence East 218.25 feet to the place of beginning.

At Lot 142, R.R. 109

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 390-D Street and more particularly described as follows:

Commencing at the Northwest corner of Lot 3, Block 103, Plat "D", Salt Lake City Survey, thence South $3 \frac{1}{3}$ rods; thence East 6 rods; thence North $3 \frac{1}{3}$ rods; thence West 6 rods to the place of beginning.

Lot 3, Block 103

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 526 and 528 C Street and more particularly described as follows:

Commencing at the Southwest corner of Lot 3, Block 151, Plat "D", Salt Lake City Survey, and running thence North 5 rods; thence East 10 rods; thence South 5 rods; thence West 10 rods to the place of beginning.

Lot 3, Block 151

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 518-C Street and more particularly described as follows:

Beginning at the Northwest corner of Lot 2, Block 151, Plat "D", Salt Lake City Survey and running thence South 41 1/4 feet; thence East 123-3/4 feet; thence North 41 1/4 feet; thence West 123-3/4 feet to the place of beginning.

Subject to a right of way over and across the East 5 feet, as set forth in that certain Warranty Deed dated April 1, 1909, recorded April 8, 1909, as Entry No. 247709 and mesne instruments of record.

Lot 2, Block 151

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 267/271 9th Avenue and more particularly described as follows:

Commencing at a point 8.25 feet East of the Southwest corner of Lot 1, Block 129, Plat "D", Salt Lake City Survey, and running thence North 150 feet; thence East 45 feet; thence South 150 feet; thence West 45 feet to the point of beginning. Subject to a right of way over the East 10 feet thereof. Together with a right of way over: Commencing at the Northwest corner of Lot 2, Block 129, Plat "D", Salt Lake City Survey, and running thence East 218.25 feet; thence South 15 feet; thence West 218.25 feet; thence North 15 feet to the place of beginning.

Also beginning at a point 9 1/2 rods West of the Southeast corner of Lot 1, Block 129, Plat "D", Salt Lake City Survey, and running thence West 2 1/2 rods; thence North 165 feet; thence East 2 1/2 rods; thence South 165 feet to the place of beginning. Together with and subject to a right of way: Beginning at the Northwest corner of Lot 2, South 15 feet; thence East 15 rods; thence North 15 feet; thence West 15 rods to the place of beginning.

At Lot 142, Blk 129 "D"

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 265-9th Avenue and more particularly described as follows:

Commencing 2 rods West from the Southeast corner of Lot 2, Block 129, Plat "D", Salt Lake City Survey, and running thence West 2.5 rods; thence North 150 feet; thence East 2.5 rods; thence South 150 feet to the place of beginning.

Lot 2, Block 129, "D"

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 339-10th Avenue and more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 151, Plat "D", Salt Lake City Survey, and running thence West 41.25 feet; thence North 115 feet; thence East 41.25 feet; thence South 115 feet to place of beginning.

Lot 1, Block 151



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PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 327-10th Avenue and more particularly described as follows:

Beginning at the SW corner of Lot 1, Block 151 Plat "D" Salt Lake City Survey and running thence East 40 feet; thence North 115 feet; thence West 40 feet; thence South 115 feet to the place of beginning.

Lot 1, Block 151, Plat "D"

PROPERTY DESCRIPTION

Real property and all improvements thereon situated
in Salt Lake County, State of Utah at 321-10th Avenue and
more particularly described as follows:

Commencing at the Southeast corner
of Lot 2, Block 151, Plat "D", Salt Lake
City Survey, and running thence West
36.25 feet; thence North 115 feet; thence
East 36.25 feet; thence South 115 feet
to the place of beginning.

Block 151, Plat D



PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 340-11th Avenue and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 151, Plat "D", Salt Lake City Survey, and running thence West 43.5 feet, thence South 7.5 rods: thence East 43.5 feet; thence North 7.5 rods to the place of beginning.

Lot 4, Block 151
"D"

PROPERTY DESCRIPTION

Real property and all improvements thereon situated in Salt Lake County, State of Utah at 338-11th Avenue and more particularly described as follows:

Commencing at a point 43-1/2 feet West of the Northeast corner of Lot 4, Block 151, Plat "D", Salt Lake City Survey, and running thence West 41-1/2 feet; thence South 7-1/2 rods; thence East 41-1/2 feet; thence North 7-1/2 rods, to the place of beginning.

Lot 4, Block 151, "D"

C-1 District -- Limited Commercial.
 C-2 District -- Controlled, Low Density Commercial.
 C-3 District -- General Business Activity.
 C-4 District -- General Business Activity, Controlled Business Signs.
 M-1 District -- Light Industrial.
 M-1A District -- Light Industrial (15 foot setback).
 M-2 District -- Intermediate Industrial.
 M-3 District -- Heavy Industrial.
 T District -- Trailer Courts.
 R-D District -- Research Development.

SEC. 51-12-2. BOUNDARIES OF DISTRICTS. The boundaries of said use districts are shown upon the map hereby designated as "use district map," said map being the "use district map" on file in the office of the City Planning and Zoning Commission as the same appears as of the effective date of this amending ordinance and as amended from time to time hereafter and kept up to date to reflect the changes in the use districts made by ordinances adopted by the Board of City Commissioners, and said "use district map" and all references, notations, and other information shown thereon are hereby made a part of this section and as much a part of this section and chapter as if the said "use district map" and the information and materials set forth by said "use district map" were fully described herein.

Where uncertainty exists with respect to the boundaries of the various use districts hereby established and as shown on such "use district map" and made a part of this chapter, the following rules shall apply:

(1) The district boundaries are center lines of streets or alleys unless otherwise shown and where the designation on said "use district map" indicating the various districts are approximately bounded on street or alley lines, said center lines of streets or alleys shall be construed to be the boundary of such district.

(2) Where the use district boundaries are not otherwise indicated, and where the land has been, or may hereafter be, divided into lots, or blocks and lots, the district boundaries shall be construed to be lot lines, and where the designation on said "use district map" indicating the various districts are approximately bounded by lot lines, the nearest lot line shall be construed to be the boundary of such district.

(3) Where the land has not been subdivided into lots or blocks and lot, and where no measurements are shown, the district boundary line on said "use district map" shall be determined by the use of the scale of measurement shown on said map.

CHAPTER 13

RESIDENTIAL "R-1" DISTRICT

SECTIONS:

- 51-13-1. Use regulations.
- 51-13-2. Area regulations.

51-13-3.
51-13-4.
51-13-5.
51-13-6.

SEC. 51-13-1. USE REGULATIONS. In a Residential "R-1" district no building or premises shall be used or maintained, and no building shall be erected or altered so as to be arranged, intended, or designed to be used for other than one or more of the following uses.

- (1) Single-family dwellings.
- (2) Churches, except temporary revival tents or buildings.
- (3) Libraries, museums and public fire stations.
- (4) Public parks, public recreational grounds and buildings, but not including privately owned commercial amusement parks or commercial recreation grounds, or penal or mental institutions.
- (5) Agriculture, but not including the keeping of animals or fowl other than those raised strictly for family food production, nurseries and greenhouses, provided there is not a retail shop operated in connection therewith, and provided that the greenhouse is set back at least sixty feet from the front property line.
- (6) Public schools and private educational institutions having a curriculum similar to that ordinarily given in public schools, but not including privately owned trade, charm, or dancing schools or music schools.
- (7) Household pets.
- (8) Cemeteries adjoining or in extension to existing cemeteries.
- (9) Home occupations.
- (10) Accessory uses and buildings customarily incident to the above.
- (11) Temporary buildings for uses incident to construction work, which buildings must be removed upon the completion or abandonment of the construction work.
- (12) Types of signs as follows:
 - (a) Name plates. One nonilluminated name plate for each dwelling unit, not exceeding one and one-half square feet in area, indicating the name of the occupant and/or a permitted home occupation.
 - (b) Identification signs. One sign, not exceeding nine square feet in area for conforming buildings or conforming uses other than dwellings, boarding houses or lodging houses.
 - (c) Property signs. One or more signs not exceeding nine square feet in combined total area for each street frontage of the lot. In addition, one or more signs of a temporary nature for each approved subdivision under development, provided such signs shall not exceed in combined total area two hundred square feet for any one subdivision and that no one sign shall exceed one hundred square feet in area. In addition, one or more signs of a temporary nature for main buildings or uses under development other than dwellings, provided such signs shall not exceed in combined total area one hundred square feet.
 - (d) Public necessity signs. One or more public necessity signs not exceeding twenty-four square feet in combined total area for each commercial or residential use lawfully occupying the premises, provided that no one sign shall exceed eight square feet in area.
 - (e) Service signs. One or more service signs not exceeding twenty-four square feet in combined total area for each commercial or

residential use lawfully occupying the premises, provided that no one sign shall exceed eight square feet in area.

(f) Business signs. One or more signs not exceeding in total area two square feet for each one linear foot of frontage occupied by a non-conforming commercial or industrial use, but in no case shall the total area of all signs exceed one hundred square feet. Uses not occupying frontage may each have one or more signs not exceeding forty square feet in combined total area. In addition thereto, temporary business signs not exceeding one hundred square feet for each commercial or industrial use lawfully occupying the premises, provided that no such temporary sign shall be erected for more than thirty days.

(g) Location of signs. No property signs, public necessity or service signs may be located closer than ten feet to any property line. Name plates, business and identification signs shall be located flat against the building.

(13) One story accessory buildings totaling not over seven hundred and twenty square feet in area used for garage space, household storage, above ground bomb or fallout shelters, or other activities strictly accessory to the dwelling and containing no special wiring or plumbing or other facilities making possible conversion to living or commercial use. In addition, covered patios open on at least three sides shall be permitted for patio purposes only either attached to an accessory building or as a detached structure or attached to the rear of the home. If attached to the rear of the home at least a fifteen foot open unoccupied area must be maintained between the patio roof line and the rear property line. All such accessory buildings must be located in the rear yard and not less than sixty feet from the front lot line, thirty feet for a corner lot on the side street, four feet in rear of the main building and fifteen feet from any dwelling on an adjacent lot; and the total covered area cannot exceed fifty percent of the rear yard area.

SEC. 51-13-2. AREA REGULATIONS. The minimum area of any lot shall consist of seven thousand square feet. In any district a lot extending to a side or rear public alley shall be deemed to extend to the center of such public alley for the purpose of computing its area.

SEC. 51-13-3. SIDE YARD REGULATIONS. The minimum side yard for any main building shall be thirty-five percent of the building height, but in no case less than eight feet, and the total width of the two side yards for any one lot shall be seventy percent of the building height, but in no case less than twenty feet.

SEC. 51-13-4. FRONT YARD REGULATIONS. The minimum depth of the front yard for all main buildings shall be the average of the existing buildings within the same block frontage, except that a front yard need not be more than thirty feet in depth. Where the average alignment is less than fifteen feet, a fifteen foot front yard shall be required. Where there are no existing buildings within the same block frontage, the minimum depth shall be twenty feet.

SEC. 51-13-5. REAR YARD REGULATIONS. The minimum depth of the rear yard for any main building shall be twenty-five feet.

SEC. 51-13-6. HEIGHT REGULATIONS. No building shall be erected to a height in excess of thirty-five feet, and no dwelling shall be erected to a height less than one full story above grade.

CHAPTER 14

RESIDENTIAL "R-2" DISTRICT

SECTIONS:

- 51-14-1. Use regulations.
- 51-14-2. Area regulations.
- 51-14-3. Side yard, front yard, rear yard and height regulations.

SEC. 51-14-1. USE REGULATIONS. In a Residential "R-2" district no building or structure or land shall be used and no building or structure shall be erected which is arranged, intended, or designed to be used for other than one or more of the following uses:

- (1) Any use permitted in a Residential "R-1" district.
- (2) Two-family dwellings.

(3) Dormitories, fraternity or sorority houses, or boarding houses occupied only by the faculty or students of any college or university and supervised by the authorities thereof, provided, however, that such houses shall not be located or established more than six hundred feet distant from the lands and premises owned and occupied by the institution to which they are incident; and provided, further, that for the purposes of this section the lands and premises occupied by the University of Utah and Westminster College shall be deemed to include only the following described property:

UNIVERSITY OF UTAH: Commencing at the southeast corner of First South Street and University Street; thence south along the west boundary of the University of Utah to the north line of Fifth South Street; thence east along the north line of 5th South Street and Hempstead Road to the intersection of Hempstead Road and Wasatch Drive; thence northwesterly along Wasatch Drive to the intersection of Fort Douglas Boulevard; thence westerly along Fort Douglas Boulevard to a point two hundred feet east of the intersection of Wolcott Street and Federal Way; thence south four hundred and ninety-two feet more or less to First South Street; thence west along the south side of First South Street to the point of beginning.

WESTMINSTER COLLEGE: Commencing at the southeast corner of 13th East Street and 17th South Street; thence south along the west line of 13th East Street one thousand two hundred and seventy-five feet; thence west one hundred and thirty-two feet; thence south one hundred and fifty feet; thence west six hundred and twenty-seven feet more or less to the east line of 12th East Street; thence north along the east line of 12th East Street to the center of Emigration Creek; thence northwesterly along Emigration Creek to the east line of 12th East Street three hundred and fifty-six feet; thence east along the south line of Wilson Avenue one hundred and seventy-five feet; thence north six hundred and sixty feet along the east line of 12th East Street to the south line of 17th South Street; thence east seven hundred feet to the point of beginning.

SEC. 51-14-2. AREA REGULATIONS. The minimum lot area shall be not less than five thousand square feet for a single-family dwelling or six thousand square feet for a two-family dwelling.

SEC. 51-14-3. SIDE YARD, FRONT YARD, REAR YARD AND HEIGHT REGULATIONS. Same as for Residential "R-1" district.

CHAPTER 15

RESIDENTIAL "R-2A" DISTRICT

SECTIONS:

51-15-1. Use regulations.

51-15-2. Area regulations, side yard, front yard, rear yard and height regulations.

51-15-3. Special exceptions.

SEC. 51-15-1. USE REGULATIONS. In a Residential "R-2A" district no building or structure or land shall be used and no building or structure shall be erected which is arranged, intended, or designed to be used for other than one or more of the following uses:

(1) Any use permitted in a Residential "R-2" district.

(2) Accessory uses as specified under a Residential "R-1" district, in conformity with the requirements governing such uses. In addition thereto, private garages or paved parking areas may be maintained for storage purposes only, where no repair facilities are provided, when located in the rear yard of the structure to which they are accessory, not less than sixty feet from the front lot line and not less than thirty feet from any other street line on which the property faces and fifteen feet from any residential unit or an adjoining lot.

SEC. 51-15-2. AREA REGULATIONS, SIDE YARD, FRONT YARD, REAR YARD, AND HEIGHT REGULATIONS. Same as for a Residential "R-2" district.

SEC. 51-15-3. SPECIAL EXCEPTIONS PERMITTED. A special exception permitting an apartment house and/or group dwellings may be authorized in a Residential "R-2A" district by the Board of Adjustment following the conditions and procedures outlined in section 51-6-10 of this title.

CHAPTER 16

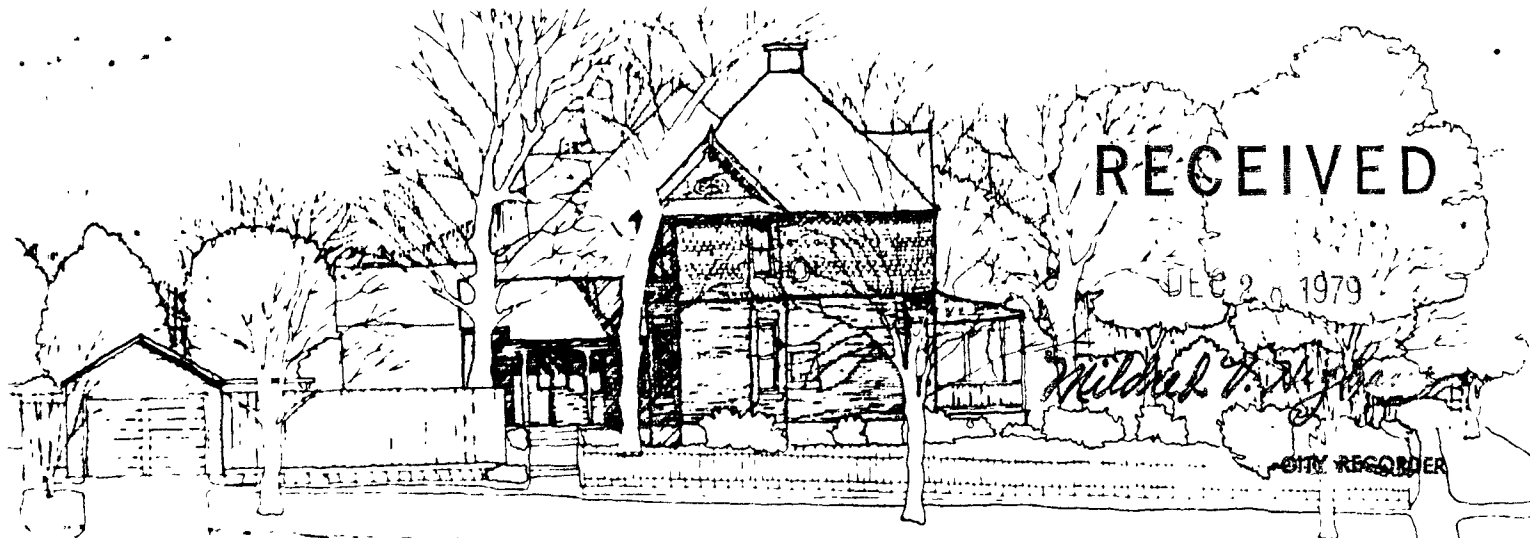
RESIDENTIAL "R-4" DISTRICT

SECTIONS:

51-16-1. Use regulations.

51-16-2. Area regulations.

EXHIBIT 3) GACC Revolving Loan Fund Letter



GREATER AVENUES COMMUNITY COUNCIL

925 Second Avenue
Salt Lake City, Utah, 84103

Member Salt Lake Association
of Community Councils

December 28, 1979

Board of City Commissioners
City and County Building
Salt Lake City, Utah, 84111

Gentlemen:

The Greater Avenues Community Council respectfully requests that time be scheduled during the January 2, 1980 hearing before you on the closure of 8th Avenue between C and D Streets, to present a related a compensatory petition.

Our Council has agreed to not oppose the closure of this street in exchange for the guarantees offered by Intermountain Health Care which were enumerated before you on December 19. Should you actually decide to close that street there still remains a considerably important, unresolved detail.

The closure of 8th Avenue constitutes, in actuality, the sale of publicly-owned property, to the benefit of a privately-owned institution. The sale not only constitutes a loss to Avenues' residents of the benefits derived from the property, but the future institutional use of the property brings with it a serious, negative impact on the Avenues Community.

We have already experienced many recent intrusions on our neighborhood. Without belaboring the point, we mention the following losses:

<u>Block</u>	<u>Location</u>	<u>Demolition</u>	<u>Purpose</u>
101	7th & 8th, B & C	7 homes	Construction of Parking Terrace
102	7th & 8th, C & D	12 homes	Parking Lot
122	8th & 9th, D & E	5 homes	Parking Lot
130	9th & 10th, C & D	10 homes	Parking Lot
130	9th & 10th, C & D	10 homes	Doctors Clinic

44 home total

As you can see this adds up to a loss of 44 homes to the purpose of hospital expansion. The rezoning to RH and R2A of blocks 122 and 124 (to the immediate west and east of the main hospital) will eventually bring the demoltion of another 14 homes, for a total of 58. In addition, the closure of 8th Avenue and the construction of a new hospital facility on Block 102 will mean the demolition of 9 more homes--homes which we have requested be preserved, in front of the new facility. We have been denied consideration for their preservation. This, then, adds up to a grand total of 67 homes.

The main point is that not only has the neighborhood sustained major losses in the past, but that the sale of the 8th Avenue property for hospital use entails further neighborhood deterioration, and that this deterioration is a result of the disposition of an asset that belongs to that neighborhood. In all fairness the proceeds deriving from that sale ought to be used in a way which would offer some compensation to that neighborhood for its loss.

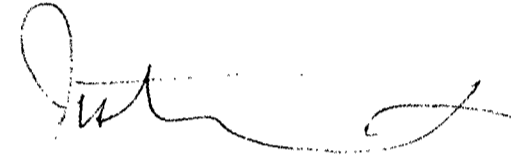
We therefore petition the Commission to set up an Avenues' Capital Improvements and Neighborhood Preservation Fund to be created with the proceeds from the sale of 8th Avenue. The fund would be used in two ways.

First, there have already been many attempts to acquire a revolving fund specifically for purposes of historic preservation. This fund could serve that purpose as well as the purpose of neighborhood preservation. When homes are threatened, there would be an available source of revenue to secure the endangered properties, attach preservation covenants to them, and resell the properties on the open market.

Second, a portion of the money could be made available as a Capital Improvements fund. We suggest that the major item needed is that of hillside preservation.

Hopefully, the creation of a fund for these purposes will not only help with needed improvements for the neighborhood, but will also contribute to continuing good Neighborhood-Hospital relations.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Justin Stewart', with a stylized flourish at the end.

Justin Stewart
Chairman

EXHIBIT 4) Property Owner Notice



NOTIFICATION OF A REQUEST AFFECTING YOUR PROPERTY

May 24, 2023

RESPONSE REQUESTED

Dear Property Owner,

We would like to bring to your attention a Restrictive Covenant that has recently come to the attention of Salt Lake City Planning Staff. This covenant affects your property, as well as seventeen others indicated on the map to the right. The Restrictive Covenant was recorded on your property in 1981 and was associated with the street closure of 8th Avenue between C and D Streets.

The covenant restricts the land uses to those permitted in the R-2 (Single and Two Family Residential) zoning district in effect in 1981. It is important to note that in 1995, the city conducted a comprehensive revision of the zoning code, resulting in the rezoning of your property from R-2 to SR-1A (Special Development Pattern Residential). Your property is currently subject to all the restrictions imposed by the SR-1A zone, as well as any land use restrictions that existed in the 1981 R-2 zone.



The most significant implication of this restriction is that you are prohibited from constructing a detached accessory dwelling unit, due to the strict limitations found in the 1981 R-2 zoning.

Planning Staff received interest from at least one affected property owner regarding the removal of this restriction. To streamline the process, we would like to request the City Council's consideration for the simultaneous removal of the restriction on all affected properties.

The purpose of this notice is to inform you of the restriction and to inquire about your preferred course of action for the removal of the restrictive covenant from your property. Please contact me, Krissy Gilmore, at **Kristina.Gilmore@slcgov.com** or **801-535-7780** **before July 8, 2023**. After this date, we will begin processing the

request and schedule a briefing with the City Council. Subsequently, the City Council will arrange a follow-up meeting to vote on the matter.

If we do not receive a response from you, we will assume that you agree to include your property in the application for the removal of the restrictive covenant.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Krissy Gilmore".

Krissy Gilmore
Senior Planner
Salt Lake City Planning Division
801-535-7780
Kristina.Gilmore@slcgov.com

EXHIBIT 5) Ordinance for Removal

SALT LAKE CITY ORDINANCE

No. _____ of 202__

(Relinquishing Salt Lake City's interests in restrictive covenants on certain real property)

An ordinance relinquishing Salt Lake City's interests as a beneficiary of restrictive covenants on certain real property related to Ordinance 40 of 1981.

WHEREAS, In January 1980, the Salt Lake City Council ("City Council") heard a petition by Intermountain Health Care, Inc. ("IHC") to close a portion of 8th Avenue between C and D Streets to for IHC to acquire that portion of right-of-way to accommodate expansion of its LDS Hospital property; and

WHEREAS, at the time, IHC owned 18 residential parcels adjacent to the hospital property (the "Affected Properties"); and

WHEREAS, concerns were raised by property owners in the nearby community as well as by the Greater Avenues Community Council concerning IHC's expansion efforts that residential dwellings had already been lost to prior LDS Hospital expansion and that further expansion could result in additional loss of dwellings; and

WHEREAS, on May 19, 1981, the City Council passed Ordinance 40 of 1981, which closed a portion of 8th Avenue between C and D Streets, but retained ownership thereof until terms of a deed conveying the portion of right-of-way could be agreed upon; and

WHEREAS, the City Council made Ordinance 40 of 1981 effective 30 days following publication of that ordinance; and

WHEREAS, to satisfy the requirements of the City Council and the wishes of the Greater Avenues Community Council, IHC recorded a restrictive covenant (the "Restrictive Covenant") against the Affected Properties on September 18, 1981 (Salt Lake County Recorder Entry No. 3608995) in favor of Salt Lake City and the Greater Avenues Community Council, which

restrictive covenant limited the use of the Affected Properties to only single-family dwellings, two-family dwellings, and any other uses allowed in the R-2 zoning district at that time; and

WHEREAS, in 1995, the City Council adopted a comprehensive amendment of the city's land use regulations, which effort also rezoned the Affected Properties from R-2 Single- and Two-Family Residential District to SR-1A Special Development Pattern Residential District; and

WHEREAS, at the time the Restrictive Covenant was recorded, the R-2 Single- and Two-Family Residential District prohibited accessory dwelling structures that could be used as a dwelling; and

WHEREAS, in recent years, the City Council has amended Title 21A of the *Salt Lake City Code* to allow accessory dwelling units in residential districts, including both the R-2 Single- and Two-Family Residential District and SR-1A Special Development Pattern Residential District; and

WHEREAS, IHC no longer owns any of the Affected Properties; and

WHEREAS, the City Council finds that the purposes of the Restrictive Covenant are no longer necessary and the R-2 use restrictions applicable in 1981 have become inimical to the city's goals and policies in furtherance of creating more housing opportunities; and

WHEREAS, after a public hearing on this matter the City Council has determined that adopting this ordinance is in the city's best interests.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. Relinquishing the City's Interests in the Restrictive Covenants. The City Council hereby declares the Restrictive Covenants no longer necessary and hereby relinquishes Salt Lake City's interests in the Restrictive Covenants. Recording this Ordinance against the

Affected Properties in the Salt Lake County Recorder's Office shall be evidence of the city's forfeiture of rights in the Restrictive Covenants.

SECTION 2. Effective Date. This Ordinance shall become effective on the date of its first publication.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 202_.

CHAIRPERSON

ATTEST AND COUNTERSIGN:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER
(SEAL)

Bill No. _____ of 202_.

Published: _____.

Ordinance removing restrictive covenant related to Ord 40 of 1981

APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date: **November 3, 2023**

By: _____

Paul C. Nielson, *Senior City Attorney*

Signature: 
Alejandro Sanchez (Nov 8, 2023 09:01 MST)

Email: alejandro.sanchez@slcgov.com












Avenues Restrictive Covenant

Final Audit Report

2023-11-09

Created:	2023-11-07
By:	Aubrey Clark (aubrey.clark@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjgXDsxXe70IVQjCFnXXIF87rkRwfKSEn

"Avenues Restrictive Covenant" History

-  Document created by Aubrey Clark (aubrey.clark@slcgov.com)
2023-11-07 - 10:23:10 PM GMT
-  Document emailed to Blake Thomas (blake.thomas@slcgov.com) for signature
2023-11-07 - 10:33:16 PM GMT
-  Email viewed by Blake Thomas (blake.thomas@slcgov.com)
2023-11-07 - 10:56:02 PM GMT
-  Document e-signed by Blake Thomas (blake.thomas@slcgov.com)
Signature Date: 2023-11-07 - 11:18:50 PM GMT - Time Source: server
-  Document emailed to Alejandro Sanchez (alejandro.sanchez@slcgov.com) for signature
2023-11-07 - 11:18:52 PM GMT
-  Email viewed by Alejandro Sanchez (alejandro.sanchez@slcgov.com)
2023-11-07 - 11:24:35 PM GMT
-  Document e-signed by Alejandro Sanchez (alejandro.sanchez@slcgov.com)
Signature Date: 2023-11-08 - 4:01:26 PM GMT - Time Source: server
-  Document emailed to rachel otto (rachel.otto@slcgov.com) for signature
2023-11-08 - 4:01:29 PM GMT
-  Email viewed by rachel otto (rachel.otto@slcgov.com)
2023-11-09 - 3:29:42 PM GMT
-  Document e-signed by rachel otto (rachel.otto@slcgov.com)
Signature Date: 2023-11-09 - 3:59:26 PM GMT - Time Source: server
-  Agreement completed.
2023-11-09 - 3:59:26 PM GMT

