

Midway City Council
1 October 2019
Regular Meeting

Resolution 2019-25 /
Watts Remund Farms
Master Plan Amendment



RESOLUTION 2019-25

A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING AN AMENDMENT TO THE WATTS REMUND FARMS MASTER PLAN AGREEMENT

WHEREAS, the Midway City Council is granted authority under Utah law to make agreements in the public interest and to further the business of Midway City; and

WHEREAS, the City Council deems it appropriate to adopt an amendment to the master plan agreement for the Watts Remund Farms PUD.

NOW THEREFORE, be it hereby RESOLVED by the City Council of Midway City, Utah, as follows:

Section 1: The attached Amended Master Plan Agreement for the Watts Remund Farm PUD is hereby approved and adopted.

Section 2: The Mayor is authorized to sign the document on behalf of Midway City.

PASSED AND ADOPTED by the Midway City Council on the day of 2019.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

Exhibit A

DRAFT

**FIRST AMENDMENT OF THE
MASTER PLAN AGREEMENT FOR THE
REMUND FARM SUBDIVISION
MIDWAY CITY, UTAH**

This First Amendment to the Master Plan Agreement (“Agreement”) is made and entered into by and between MIDWAY CITY, a political subdivision of the State of Utah, (hereinafter referred to as the “City”), and MIDWAY SPRINGS, LLC, (hereinafter referred to as the “Developer”).

RECITALS

- A. The parties entered into a Master Plan Agreement on August 2, 2018.
- B. As set forth below, the parties desire to amend certain portions of the Master Plan Agreement.

AGREEMENT

- 1. Exhibit A of the Master Plan Agreement is amended, as set forth in Exhibit A of this Agreement. Specifically, the new exhibit creates 30 private areas associated with certain lots within the development as set forth in the exhibit. The exhibit also alters the alignment of lots 84 – 87.
- 2. Section 3 of the Master Plan Agreement is amended as follows: General Description of Project.

The Project consists of 50.76 acres.

The Project is in the RA-1-15 zone.

The Project contains 96 units and one single family lot.

The Project shall be built in five Phases (as set forth in Exhibit B to this Amended Agreement):

Phase I shall consist of 38 units or pads and one single family lot, and associated improvements.

Phase II shall consist of 26 units or pads, and associated improvements.

Phase III shall consist of 15 units or pads, and associated improvements.

Phase IV shall consist of 7 units or pads, and associated improvements.

Phase V shall consist of 10 units or pads, and associated improvements.

The Project is a Planned Unit Development with one single family lot outside of the P.U.D. The number of units in each of the first three phases may be adjusted to add or subtract the number of units in a specific phase to meet the needs of the developer but the total units in all phases shall not exceed 96. The parties agree that should the developer desire to develop in more than three phases, this agreement will need to be mutually amended to address any issues that breaking the development into additional phases may create.

3. Section 4(A)(ii)(d) is amended as follows: Obligations of the Developer: Weed Control/Overburden: The Developer and its successors and assigns shall eradicate, mow or trim weeds and vegetation at all times in all areas of the Project. This obligation to mow or trim weeds and vegetation does not apply to any areas of the Project that are wetlands. Wetlands areas are to remain undisturbed and native. As set forth in Exhibit C, dirt or overburden from any particular phase shall only be allowed in the designated dumping areas within Phase II, Phase III, Phase IV and Phase V. The overburden shall not exceed three feet in depth within the dumping areas, and Developer shall, within thirty days of dumping the overburden, shape, grade, and seed the overburden, in a manner acceptable to the City Engineer. In conjunction with the foregoing, dirt or overburden generated as a result of the construction of Phase II may be allowed to be temporarily placed on the Project's park property upon conditions and with time limitations imposed by the City at the time Phase II is commenced. Such placement of dirt or overburden shall be temporary, shall be surrounded by a silt fence or other appropriate erosion control devices, and shall not be allowed to become an eyesore or nuisance to surrounding properties.

4. Section 4(A)(ii)(k) is amended as follows: Hydrology Study: Developer shall conduct and pay for a hydrology study on site to attempt to determine any potential impacts of development and develop solutions to those impacts if any are discovered. Residents that live in the surrounding areas of the development are concerned about several issues including the high-water table of the area and surrounding wetlands. The concern is that disturbance of high water table will have a detrimental consequence on the water table of surrounding properties. The City requires that a hydrologist study this issue and has worked with the developer regarding the study. The location of roads and building pads may be adjusted in phases 2, 3, 4, and 5 as the study dictates. The Developer agrees to be bound by the conditions reasonably imposed by the City as a result of the hydrology study.

5. Section 4(A)(ii)(p) is amended as follows: Homeowners' Association: The five Phases of the Remund Farm Master Plan will be part of one Homeowners' Association and shall be bound by the CCRs of that HOA. The CCRs shall be approved by the City.

6. Section 4(A)(ii)(s) is amended as follows: Trails: The Trails Master Plan and the Master Parks Plan calls for a linear park and trail to run north and south across the proposal. The City feels this is a very important community amenity that will benefit current residents and future residents for generations. The trail is of highest priority and careful review of the alignment and landscaping must happen to assure the trail will function and have the effect that it is envisioned to have. If the trail were built per phase then it could take several years, if not more, to complete. As such, the entire length of the trail shall be built at the time of the first phase. The portion of the trail within Phase 1 shall be a 6' wide paved public trail that will be constructed by the Developer. The remaining portion of the trail through Phase 2 and Phase 3 shall be 6' wide and will initially be covered in gravel, slag or other approved material by the City. Once Phase II begins development the trail through this portion shall be paved, with the same for Phase III, IV, and V. The trail plan also calls for a connection to the Blackner property that is also part of the linear park trail system that will also be an 6' wide paved, boardwalk or slag (or similar material) trail, depending on the presence of wetlands and upon approval of the City. This trail will eventually connect to the Indian Summer subdivision with its part of the linear park trail system. The trail system requirements are more fully set forth in Exhibit G, which are incorporated herein by this reference.

7. Section 4(A)(ii)(t) is amended as follows: In addition to the other requirements contained herein, the following specific conditions shall apply to the trails:
 1. The trail on the Southwest side of the Project shall be paved, and shall run straight south from the boundary of the Project, through the Philpot property, and connect with the City road. The Developer shall obtain an easement from the Philpots for the installation of the trail at Developer's sole cost and expense. This trail shall be constructed by the Developer as part of Phase I. The Developer shall also fence both sides of the easement through the Philpots, at Developer's sole cost and expense.
 2. The eastern and southern perimeter trails do not have to be paved. Instead, the trails shall be built using slag, or other similar material approved by the City. Both of these trails shall be designated as public trails, and Developer agrees to put language in the CC&Rs requiring the HOA to maintain and remove snow from these trails.
 3. Developer shall install at its own expense a trail along 300 North to River Road, and thence northerly along the west side of River Road to the

pedestrian crossing at the new round-about at the base of Memorial Hill. These shall be public trails, installed in slag, or other similar material, and once finished maintained by Midway City.

- 8. Section 4(A)(ii)(x) is added as follows: The plat note regarding fencing as set forth in Exhibit C to this agreement shall be adopted as part of the CC&R's of the subdivision.

ALL OTHER PROVISIONS OF THE MASTER PLAN AGREEMENT REMAIN UNCHANGED, VALID AND ENFORCEABLE.

IN WITNESS HEREOF, this Agreement has been entered into by and between the Developer and the City as of the date and year first above written.

CITY OF MIDWAY

Attest:

Celeste Johnson, Mayor

Brad Wilson, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Celeste Johnson, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.

NOTARY PUBLIC

INTENTIONALLY LEFT BLANK
ADDITIONAL SIGNATURE FOLLOW

THE DEVELOPER OF THE REMUND
FARM SUBDIVISION

Midway Springs, LLC

By: _____

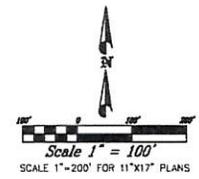
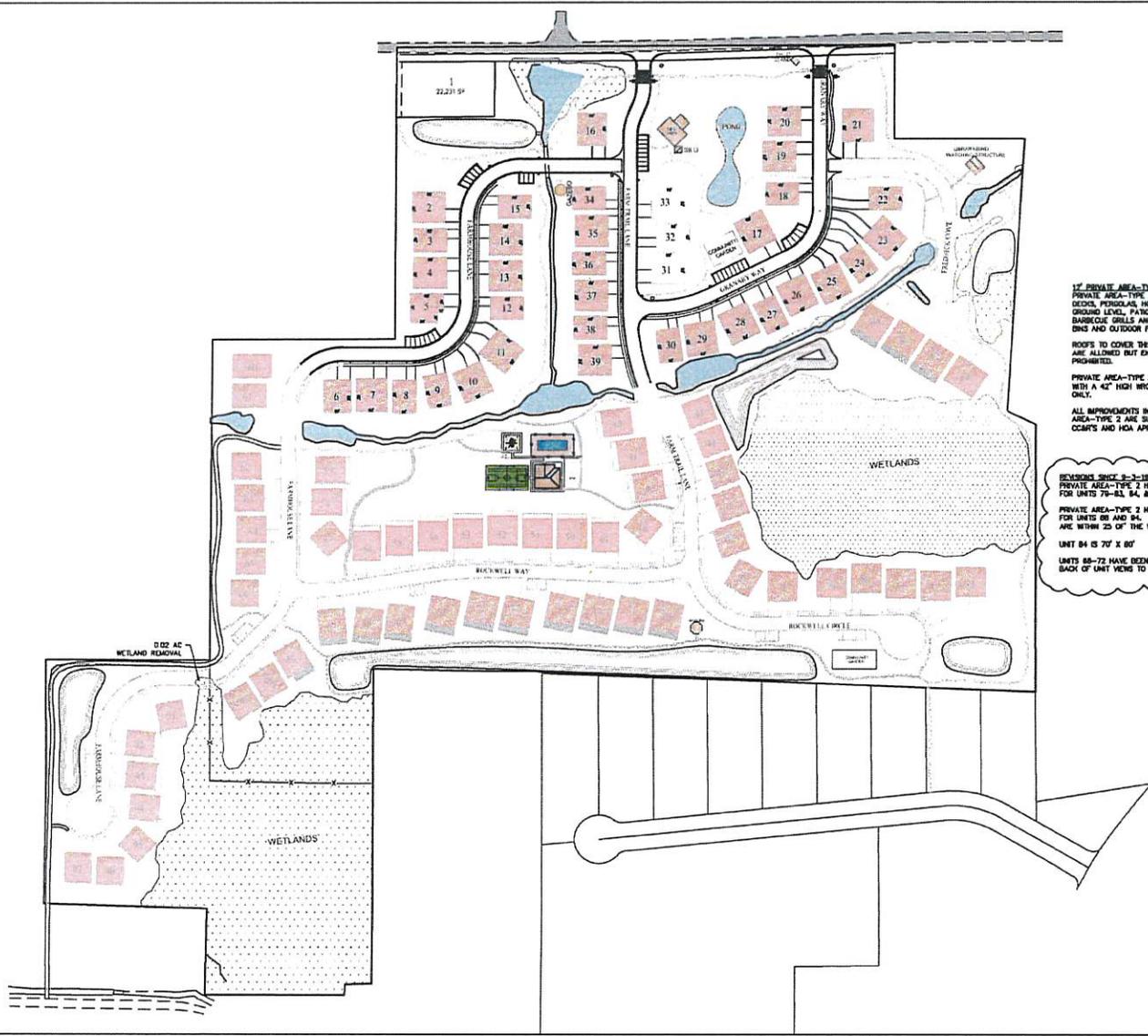
Its: _____

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, who executed the foregoing instrument in his capacity as the _____
of the Developer, Midway Springs, LLC.

NOTARY PUBLIC

EXHIBIT A



- LEGEND**
- WETLANDS
 - TRAIL
 - IMPROVED DITCH
 - PRIVATE AREA-TYPE 1 (BUILDING PAD)
- 17' PRIVATE AREA-TYPE 2 (SEE NOTE)**

17' PRIVATE AREA-TYPE 2 NOTE:
PRIVATE AREA-TYPE 2 IS FOR COVERED DECKS, PATIOS, HOT TUBS AT GROUND LEVEL, PATIOS, FIRE PITS, BARBECUE GRILLS AND SMALL STORAGE BENS AND OUTDOOR FURNITURE. ROOFS TO COVER THIS PRIVATE AREA ARE ALLOWED BUT ENCLOSED WALLS ARE PROHIBITED.
PRIVATE AREA-TYPE 2 MAY BE FENCED WITH A 42" HIGH MROUGHT IRON FENCE ONLY.
ALL IMPROVEMENTS IN PRIVATE AREA-TYPE 2 ARE SUBJECT TO THE CCM'S AND HGA APPROVAL.

REVISIONS SINCE 8-3-18 COUNCIL MEETING:
PRIVATE AREA-TYPE 2 HAS BEEN REMOVED FOR UNITS 74-84, 84, & 86.
PRIVATE AREA-TYPE 2 HAS BEEN REDUCED FOR UNITS 88 AND 84. NO TYPE 2 AREAS ARE WITHIN 25' OF THE WETLANDS.
UNIT 84 IS 70' X 80'
UNITS 88-72 HAVE BEEN ROTATED FOR BACK OF UNIT HERE TO THE TAPPOGOS.

LAND USE SUMMARY

ZONE	R-1-15
TOTAL AREA	50.87 AC
PUD AREA	50.38 AC
SUBDIVISION AREA	1.51 AC
SUBDIVISION LOTS	1 LOT (BEHIND EX HOME)
PUD UNITS	88 UNITS
TOTAL UNITS	87 TOTAL UNITS
DENSITY	1.74 PER ACRE
ON-SITE OPEN SPACE	28.36 AC (55.75% OF ENTIRE)
OFF-SITE OPEN SPACE	1.33 AC (2.61% OF ENTIRE)
TOTAL OPEN SPACE	29.69 AC (58.56% OF ENTIRE) (DOX REQUIRED)

PUD UNIT FRONT SETBACK NOTE:
IF H.E.S.C. THE CITY COUNCIL MAY WAIVE THIS REQUIREMENT (STAGGERED SETBACKS) WHEN A CURVE-NEAR STREET DESIGN IS USED AND SHOWN TO CREATED THE SAME VARYING SETBACK EFFECT.

PUD DENSITY CALCULATIONS

TOTAL PUD AREA	50.38 ACRES
WETLAND AND 25' BUFFER	13.30 ACRES
DENSITY FOR R-1-15 ZONE	2.50 UNITS/ACRE
DENSITY FOR WETLANDS AND 25' BUFFER	0.10 UNITS/ACRE
$2.50(50.38 - 13.30) + 13.30(0.10) = 83.74$	

ALLOWED PUD UNITS FOR THE PROPERTY	83.74
UNITS FOR OFF-SITE OPEN SPACE TRANSFER	2.02
TOTAL PUD UNITS ALLOWED FOR PROJECT	85.00

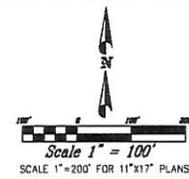
*SEE OFF-SITE OPEN SPACE TRANSFER APPROVAL FROM MIDWAY CITY COUNCIL. MAXIMUM OF 87 UNITS ALLOWED FOR THE DEVELOPMENT.

MIDWAY CITY CODE EXCEPTIONS NOTE:
THIS PLAN IS BASED ON THE FOLLOWING EXCEPTIONS ALLOWED IN CITY CODE:
-DE-30-3AC LONGER THAN 500 FEET WITH CITY COUNCIL APPROVAL.
-WETLAND SETBACKS WITH CITY ENGINEER APPROVAL.

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.
PAUL R. BERG, P.E.
SCALE: NO. 20288
DATE: 11.30.2018

WATTS ENTERPRISES REMUND FARMS	
AMENDED MASTER PLAN	
	BERG ENGINEERING RESOURCE GROUP PC 1014 BAYVIEW SUITE 204 MIDWAY, IA 50249 PH: (515) 651-7199
DESIGN BY: PBR DRAWN BY: CSB	DATE: 11/30/2018 REV: 2

EXHIBIT B



LEGEND
 WETLANDS

PHASING	AREA	UNITS
PHASE 1	15.08 ACRES	1-39
PHASE 2	18.08 ACRES	40-52, 53-55, 56-75, 84-87
PHASE 3	3.38 ACRES	53-55
PHASE 4	4.13 ACRES	68-77
PHASE 5	9.34 ACRES	77-83

REWORKED FROM 20-20-08 CORRECT METERS.
 PRIVATE AREA-TYPE 2 HAS BEEN REMOVED
 FOR UNITS 79-83, 84, & 85.
 PRIVATE AREA-TYPE 2 HAS BEEN REDUCED
 FOR UNITS 83 AND 84. NO TYPE 2 AREAS
 ARE WITHIN 25' OF THE WETLANDS.
 UNIT 84 IS 70' X 80'
 UNITS 68-72 HAVE BEEN ROTATED FOR
 BACK OF UNIT YENGS TO THE TIRPANGOODS.

TRAIL TO BE INSTALLED WITH PHASE 1
 TRAIL SHOULD BE WITHIN THE SUBDIVISION
 AND 1" SET

ADDITIONAL PAVED TRAIL TO BE
 INSTALLED WITH PHASE 1

THIS DOCUMENT IS RELEASED
 FOR REVIEW ONLY. IT IS NOT
 INTENDED FOR CONSTRUCTION
 UNLESS SIGNED AND SEALED.
 PAUL G. BERG P.E.
 SERIAL NO. 23888
 DATE: 11 SEP 2018

WATTS ENTERPRISES
 REMUND FARMS
 AMENDED PHASING PLAN

BERG ENGINEERING
 PROLOGUE GROUP P.C.
 185 E. Main St. Suite 204
 Andover, MA 01810
 PH: 978.687.7744

DESIGNED BY: PWB
 DRAWN BY: CSB
 DATE: 11 SEP 2018
 SHEET: 4



EXHIBIT C

PROPOSED NOTE

12' PRIVATE AREA-TYPE 2 NOTE:

PRIVATE AREA-TYPE 2 IS FOR COVERED DECKS, PERGOLAS, HOT TUBS AT GROUND LEVEL, PATIOS, FIRE PITS, BARBECUE GRILLS AND SMALL STORAGE BINS AND OUTDOOR FURNITURE.

ROOFS TO COVER THIS PRIVATE AREA ARE ALLOWED BUT ENCLOSED WALLS ARE PROHIBITED.

PRIVATE AREA-TYPE 2 MAY BE FENCED WITH A 42" HIGH WROUGHT IRON FENCE ONLY.

ALL IMPROVEMENTS IN PRIVATE AREA-TYPE 2 ARE SUBJECT TO THE CC&R'S AND HOA APPROVAL.