



PLANNING COMMISSION MEETING STAFF REPORT

DATE OF MEETING: July 14, 2020
NAME OF PROJECT: Bezzant Subdivision
NAME OF APPLICANT: Berg Engineering
AGENDA ITEM: Concept Plan Review
LOCATION OF ITEM: 640 East 200 South
ZONING DESIGNATION: R-1-11

ITEM: 5

Berg Engineering, agent for Hilltop Homes, is requesting a non-entitlement review of a concept plan for the Bezzant Subdivision Parcel B. The proposal is to subdivide the property in to six lots. The property is 3.64 acres and is located at 640 East and 200 South and is in the R-1-11 zone.

BACKGROUND:

Hilltop Homes is exploring the option of subdividing Parcel B of the Kim Bezzant Subdivision and is presenting a concept plan to the Planning Commission for review. The purpose of concept review is to identify any potential issues with the proposed development. There is no entitlement possibility for a concept review.

The Kim Bezzant Subdivision was recorded on 4-21-2009. The plat consists of one building lot and two parcels (Parcel A and Parcel B) which are both currently not eligible for building permits. For building permits to be issued, the property owner must first receive land use approval for a subdivision on either parcel. The concept plan that has been submitted to the City is only for Parcel B.

The proposed plan consists of six lots. The lots are all relatively large at 0.5 of an acre each in a zone that would allow lots as small as 0.25 of an acre. The lots all have the correct frontage and acreage to comply with the requirements of the R-1-11 zone. The lots would all front 200 South which is a street on the City's Master Road Plan which is part of the General Plan. The road is planned to continue to Michie Lane so the proposed road would be a temporary cul-de-sac until the undeveloped property to the east develops. At that point, the road would continue to the east towards Michie Lane.

When the Kim Bezzant Subdivision was recorded in 2009 there was also a development agreement recorded titled Resolution 2009-02. This agreement dictates the 200 South right-of-way development for a section of that road located on Lot 1. Basically, the owner of lot 1 will dedicate the right-of-way to the City and the developer of Parcel B will build the road. A copy of that agreement has been attached to this memo.

Again, there is no entitlement for a concept review. The purpose of the review is only to identify any potential issues with the proposal.

MIDWAY CITY

Planning Office

75 North 100 West
Midway, Utah 84049

Phone: 435-654-3223 x105
Fax: 435-654-2830
mhenke@midwaycityut.org

Concept Plan Application for Standard Subdivision/Planned Unit Development No Application Fee

Owner(s) of Record:

Name: Holland Marilyn B Trust Phone: _____ Fax: _____

Mailing Address: PO Box 347 City: Millville State: UT Zip: 84049

E-mail Address: _____

Applicant or Authorized representative:

Applicant is Hilltop Homes

Name: Authorized Rep is Berg Engineering Phone: 435-671-1184 Fax: _____

Mailing Address: 380 East Main Suite 204 City: Midway State: UT Zip: 84049

E-mail Address: paul@bergeng.net, buildcrescendo@gmail.com

Project Name: Amendment to Bezzent Subdivision Parcel B (Parcel 20-8514)

SUBDIVISION PUD

Location: 640 East 200 South

Current Zoning: R-1-11 Number of acres: 3.64 estimated miles of new road: .1

Proposed number of units or lots: 6

FOR OFFICE USE ONLY

STAFF:		
Date Received:	<u>6.10.2020</u>	Application Number: _____
Received By:	<u>MJ Egan</u>	Zone: _____
Fee Paid:	<u>N/A</u>	Tax ID Number: _____
PLANNER:		
Complete / Incomplete		
Date: _____ Reviewed by: _____		

Our Vision for the City of Midway is to be a place where citizens, businesses, and civic leaders are partners in building a city that is family-oriented, aesthetically pleasing, safe, walkable, and visitor friendly. A community that proudly enhances our small town Swiss character and natural environment, as well as remaining fiscally responsible.

Please give us a detailed statement on how your development will help implement our vision (i.e. architecture, landscaping, trails, etc.). Visit our website to view our General Plan.

This development complies with the Master Street Plan and further extends

200 South to the east.

The proposed lots are 1/2 acre or larger in size which is twice the

minimum size allowed by zoning in this area.

This is a family oriented development.

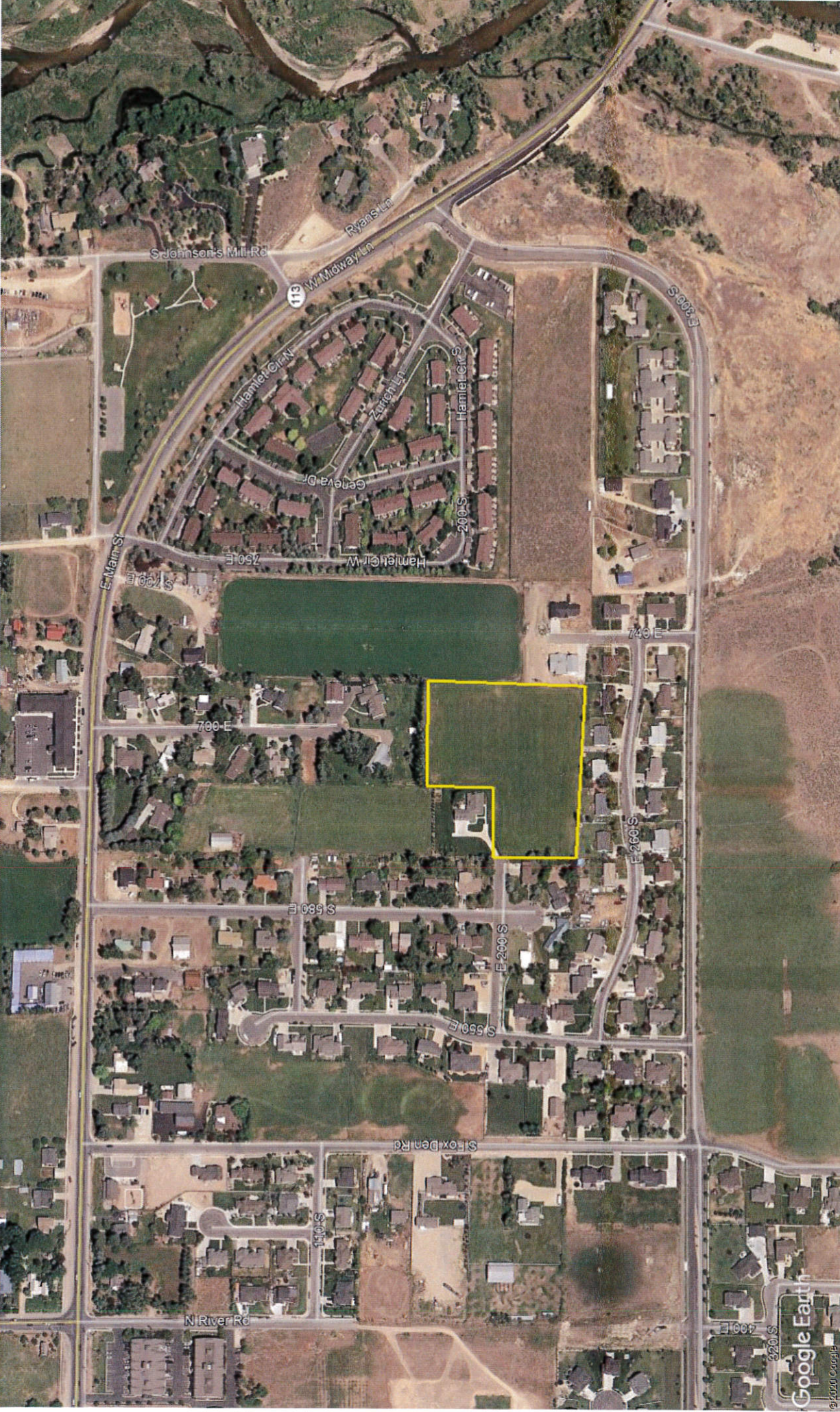
Please read and sign before application submittal

I declare under penalty of perjury that I am the owner or authorized agent of the property subject to this request and the foregoing statements, answers and attached documents are true and correct. As the applicant for this proposal, I understand that my application is not deemed complete until the Planning Office has reviewed the application. I further understand I will be notified when my application has been deemed complete. At that time I expect that my application will be processed within a reasonable time, considering the work load of the Planning Office.

I fully understand that I am responsible for the payment of any back taxes and declare that I am responsible for all fees incurred.

Signature of Owner or Agent:  Date: 6/10/2020

IMPORTANT: Your application cannot be processed until determined complete by the Planning Staff. An application shall be considered complete when all applicable fees are paid (such as Midway Water Board, Midway Sanitation District, out-of-pocket expenses, etc.) and all items listed herewith are provided or considered not applicable by the Planning Office. All application fees are non-refundable.



S Johnson's Mill Rd

Ryan's Ln

113 W Midway Ln

Hamlet Cir N

Zurich Ln

Hamlet Cir S

Geneva Dr

200 S

750 E

Hamlet Cir W

E Main St

S 700

740 E

700 E



S 580 E

E 200 S

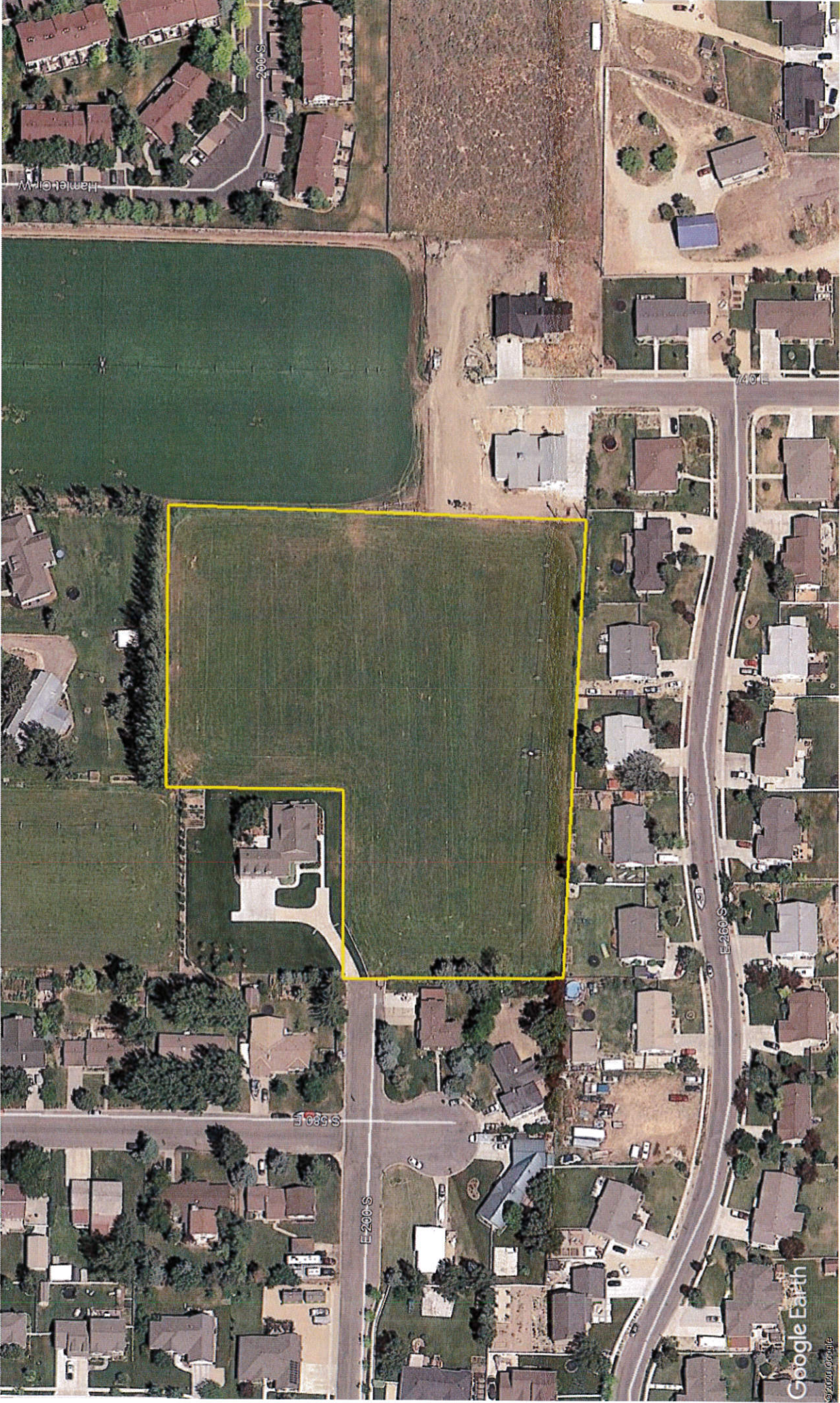
S 550 E

S Fox Den Rd

N River Rd

S 110 S

Google Earth
© 2020 Google



Hamlet Cir W

200 S

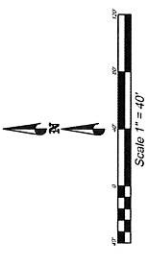
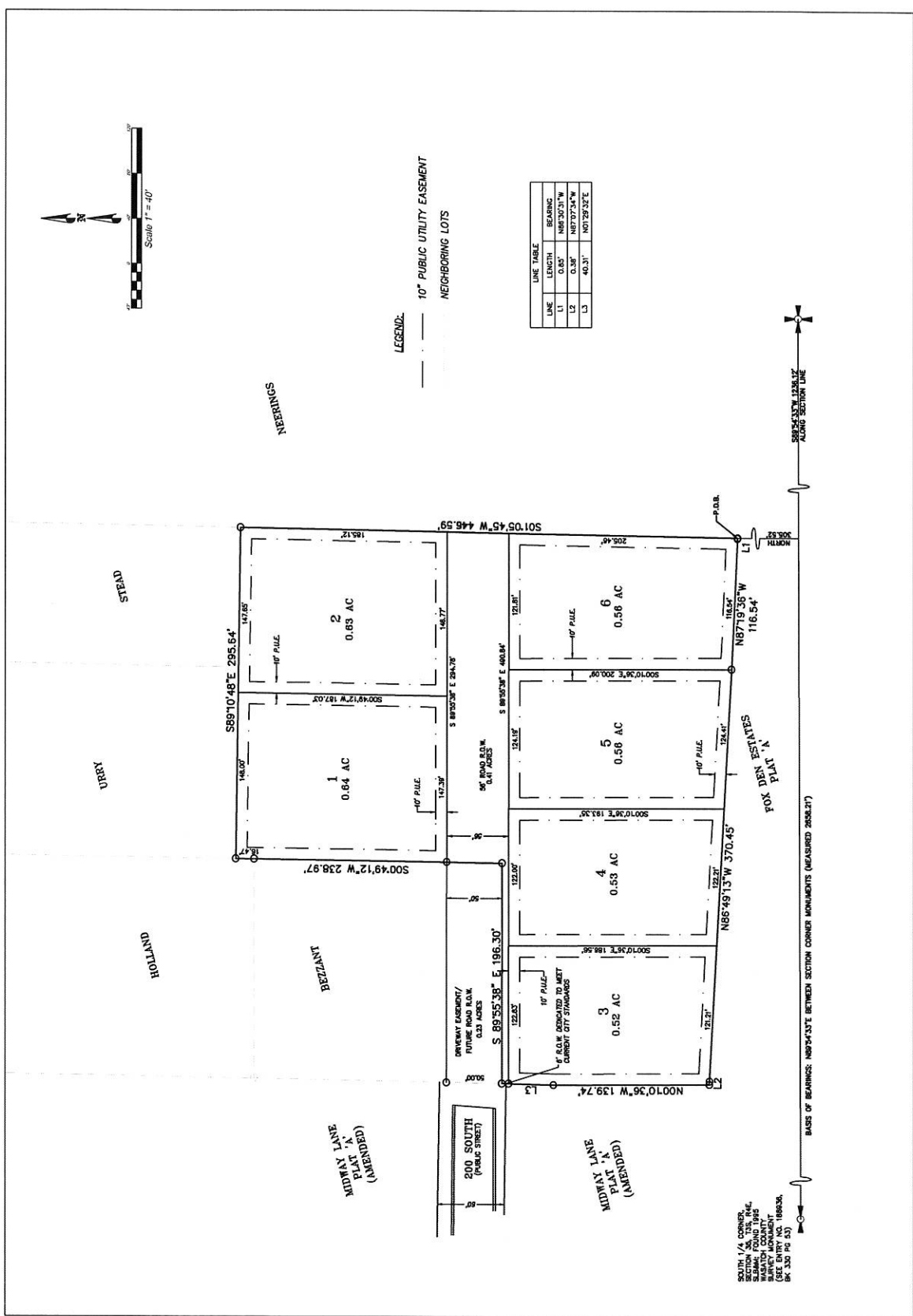
700 E

E 260 S

S 580 E

E 200 S

Google Earth
© 2021 Google



LINE	LENGTH	BEARING
L1	0.85'	N87°03'31\"/>
L2	0.58'	N87°03'34\"/>
L3	40.31'	N67°29'32\"/>

LEGEND:
 --- 10' PUBLIC UTILITY EASEMENT
 --- NEIGHBORING LOTS

THIS DOCUMENT IS RELEASED
 TO THE PUBLIC FOR INFORMATION
 PURPOSES ONLY. IT IS NOT TO BE
 USED FOR CONSTRUCTION
 UNLESS SIGNED AND SEALED.
 SERIAL NO. 202008 P.L.
 DATE: 27 AUGUST 2019

THOM WRIGHT
 BEZZANT PLAT AMENDMENT
 6 LOT CONCEPT PLAN
 TO AMEND LOT B



DESIGN BY: EWB
 DRAWN BY:
 DATE: 27 AUG 2019
 SHEET

SOUTH 1/4 CORNER,
 SECTION 36, T4S, R10E,
 SLAUGHTER CREEK DISTRICT,
 WASHINGTON COUNTY,
 MISSOURI.
 (SEE ENTRY NO. 18683X,
 BK. 330 PG. 53)

BASES OF BEARINGS: N86°49'13\"/>

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY THE 1983 WASATCH COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTH ONE-QUARTER AND SOUTHEAST CORNERS OF BASES 10, 11, 12 AND 13 IN TOWNSHIP 35 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND NEARBY TOWNSHIP 36 SOUTH, RANGE 4 EAST, WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-46-603 OF THE UTAH CODE, PROFESSIONAL LAND SURVEYOR HERBERT HOODING LUCAS, NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT, I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH THE UTAH CODE AND UTAH RULES AND REGULATIONS. I HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

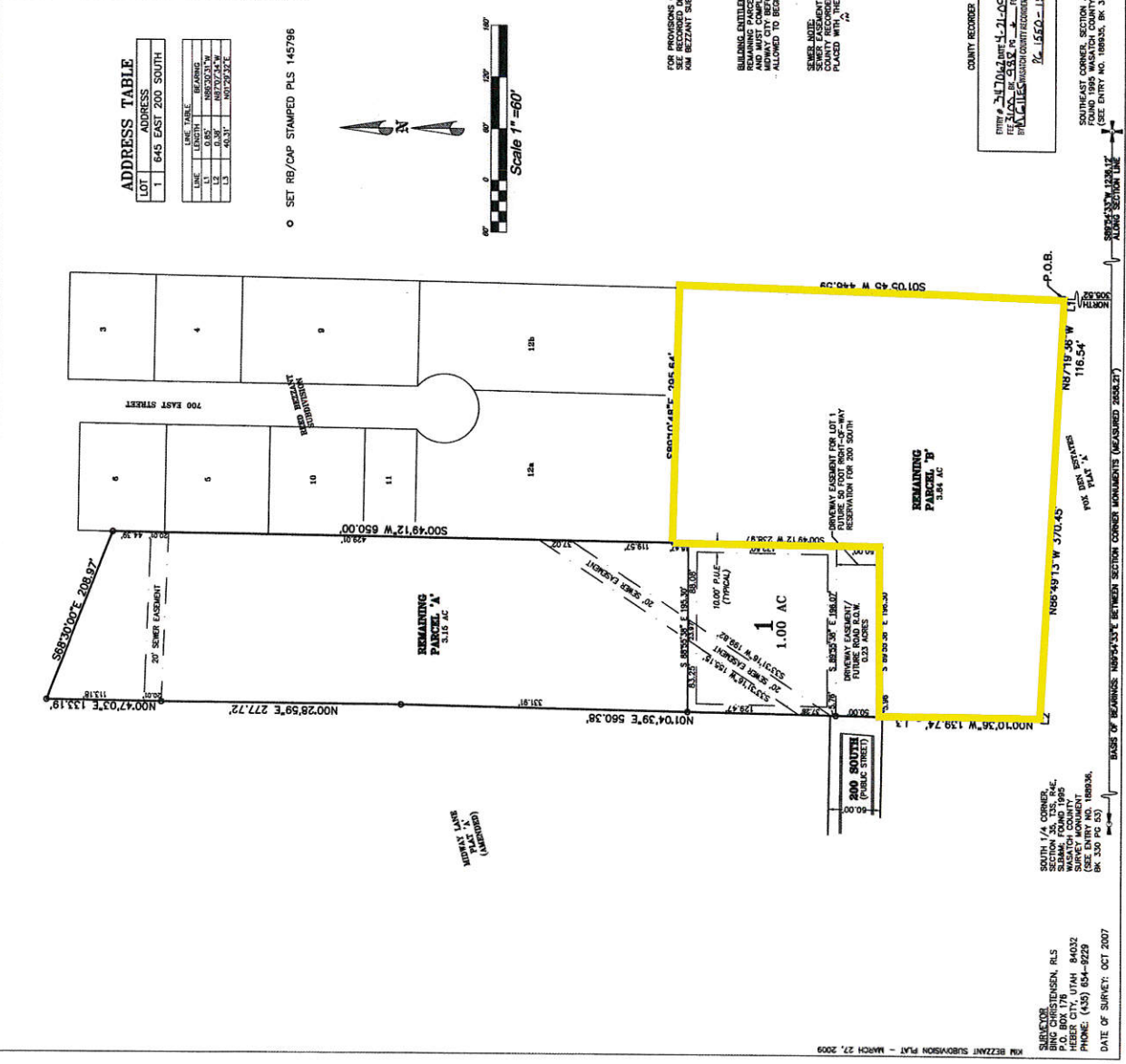
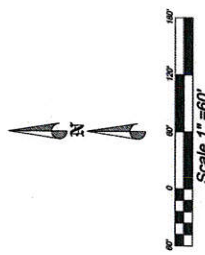
DATE: 2/27/04 SURVEYOR: [Signature]

ADDRESS TABLE

LOT	ADDRESS
1	645 EAST 200 SOUTH

LINE	LENGTH	BEARING
L1	0.98'	N89°20'45"W
L2	40.31'	N89°20'45"W
L3	40.31'	N89°20'45"W

○ SET RB/CAP STAMPED PLS 145796



BOUNDARY DESCRIPTION

BEGINNING SOUTH 89°54'13\"/>

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE RECORDED INTO ONE LOT AND AN EASEMENT FOR A PUBLIC STREET, IN ACCORDANCE WITH THE UTAH CODE, AND THE UTAH RULES AND REGULATIONS, FOR THE DEVELOPMENT AND EASEMENT.

DATED THIS 4-2-04 DAY OF April, A.D. 2004

BY: [Signature] A.D. 2004
[Signature]
 [Signature]

ACKNOWLEDGMENT

STATE OF UTAH) S.S.
 COUNTY OF WASATCH)
 ON BEHALF OF THE UNDERSIGNED, A.D. 2004, PERSONALLY APPEARED BEFORE ME, [Signature], CLERK OF DISTRICT COURT, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID DEED TO THE SAME IN THE CAPACITY INDICATED BY MY COMMISSION EXPIRES: Sept 27, 2010

BY: [Signature] NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH) S.S.
 COUNTY OF WASATCH)
 BEFORE ME, [Signature], A.D. 2004, PERSONALLY APPEARED BEFORE ME, [Signature], WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID DEED TO THE SAME IN THE CAPACITY INDICATED BY MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ACCEPTANCE BY MIDWAY CITY

THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HERON SHOWN.

THIS 6-23 DAY OF April, A.D. 2004

APPROVED: [Signature] MAYOR
[Signature] CITY CLERK
[Signature] CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 7-21 DAY OF April, A.D. 2004 BY THE PLANNING COMMISSION:

[Signature] CHAIRMAN
[Signature] DEPUTY CHAIRMAN
[Signature] SECRETARY

KIM BEZZANT SUBDIVISION

MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH

SCALE: 1" = 300' FEET

CLERK-RECORDER: [Signature]
 COUNTY CLERK: [Signature]
 COUNTY RECORDS: [Signature]

REMARKS:

FOR RECORDS CONCERNING THE LOT 1 DRIVEWAY AND EASEMENT, SEE RECORDED DEVELOPMENT AGREEMENT AND EASEMENT FOR THE KIM BEZZANT SUBDIVISION.

BUILDING EASEMENT NOTE:
 REMAINING PARCELS "A" AND "B" ARE NOT ENTITLED BUILDING LOTS UNTIL THE DEVELOPMENT AGREEMENT AND EASEMENT FOR THE MIDWAY CITY BEFORE BUILDING OR OTHER IMPROVEMENTS ARE ALLOWED TO BEGIN.

SEMI-ANNUAL FEES:
 THE SEMI-ANNUAL FEES FOR USE OF THE WASATCH COUNTY RECORDS, AND STRUCTURES ARE ALLOWED TO BE BUILT OR PLACED WITHIN THE SENIOR EASEMENT, 8/1/04.

COUNTY RECORDS

FILE NO. 217-201-1-1-01-04 THE I.C. 31.04
 FILE NO. 215-2-1-04 THE BEZZANT SUBDIVISION
 FILE NO. 1560-1529

SOUTH 1/4 CORNER, SALT LAKE BASIN, WASATCH COUNTY, UTAH
 (SEE ENTRY NO. 18803X, BK. 330 PG. 55)

DATE OF SURVEY: OCT 2007

DATE OF SURVEY: OCT 2007

PLANNING COMMISSION APPROVAL

APPROVED THIS 7-21 DAY OF April, A.D. 2004 BY THE PLANNING COMMISSION:

[Signature] CHAIRMAN
[Signature] DEPUTY CHAIRMAN
[Signature] SECRETARY

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DATED THIS 4-2-04 DAY OF April, A.D. 2004

BY: [Signature] A.D. 2004
[Signature]
 [Signature]

ACKNOWLEDGMENT

STATE OF UTAH) S.S.
 COUNTY OF WASATCH)
 ON BEHALF OF THE UNDERSIGNED, A.D. 2004, PERSONALLY APPEARED BEFORE ME, [Signature], CLERK OF DISTRICT COURT, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID DEED TO THE SAME IN THE CAPACITY INDICATED BY MY COMMISSION EXPIRES: Sept 27, 2010

BY: [Signature] NOTARY PUBLIC

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THIS 6-23 DAY OF April, A.D. 2004

APPROVED: [Signature] MAYOR
[Signature] CITY CLERK
[Signature] CITY ATTORNEY

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[Signature] DEPUTY CHAIRMAN
[Signature] SECRETARY



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APPROVED: [Signature] MAYOR
[Signature] CITY CLERK
[Signature] CITY ATTORNEY

PLANNING COMMISSION APPROVAL

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[Signature] CHAIRMAN
[Signature] DEPUTY CHAIRMAN
[Signature] SECRETARY

KIM BEZZANT SUBDIVISION

MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH

SCALE: 1" = 300' FEET

CLERK-RECORDER: [Signature]
 COUNTY CLERK: [Signature]
 COUNTY RECORDS: [Signature]

DATE OF SURVEY: OCT 2007



Ent 347063 Bk 988 Pg 1560-1570
Date: 21-APR-2009 10:39AM
Fee: None Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: MIDWAY CITY

RESOLUTION 2009-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH, EXECUTING A DEVELOPMENT AGREEMENT FOR THE KIM BEZZANT SUBDIVISION

WHEREAS, Bezzant Holding, LLC and Reed H. and Bonnie I. Bezzant. ("Developers") have requested the City of Midway ("City") enter into a development agreement in order to allow for the improvement of the Kim Bezzant Subdivision ("Property"); and


WHEREAS, the Property is within the municipal boundaries of the City described on and attached to the development agreement as Exhibit "A"; and

WHEREAS, the Council of the City finds that the development and maintenance of the Property are in the interest of the health, safety, and general welfare of the city and the surrounding property owners.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH:

Section I That the Developers are hereby granted the development agreement attached hereto, for the development and improvement of the Kim Bezzant Subdivision.

PASSED AND ADOPTED by the Council of the City this 28th day of January, 2009



Connie Tatton, Mayor

ATTEST:



Brad Wilson, City Recorder



MIDWAY CITY CORPORATION
75 North 100 West, P.O. Box 277
Midway, Utah 84049
Phone: 435-654-3223 Fax: 435-654-4120

Exhibit A

DEVELOPMENT AGREEMENT AND EASEMENT

This Development Agreement and Easement is entered into this 4th day of March, 2009 by Bezzant Holdings, LLC ("Owner 1"), Reed H. and Bonnie I. Bezzant (collectively "Owner 2"), and the City of Midway ("the City").

WHEREAS, Owner 1 is the owner of all of that certain real property described as Lot 1 on Exhibit A attached hereto, which property is located within the boundaries of Midway City; and

WHEREAS, Owner 2 is the owner of all of that certain real property described as Remaining Parcel A and Remaining Parcel B on Exhibit A attached hereto, which property is located within the boundaries of Midway City; and

WHEREAS, Owner 1 and Owner 2 have requested and made application to the City to create a one-lot subdivision known as the Kim Bezzant Subdivision on Lot 1; and

WHEREAS, Owner 1 and Owner 2 and the City have reached certain agreements for present and future planning, development and improvement of the proposed Kim Bezzant Subdivision; and

WHEREAS, Owner 1 and Owner 2 and the City desire to memorialize these agreements in this Development Agreement.

NOW THEREFORE, Owner 1 and Owner 2 and the City hereby agree as follows:

1. The recorded subdivision plat for the Kim Bezzant Subdivision shall be that document attached hereto as Exhibit A.
2. Lot 1 of the Kim Bezzant Subdivision shall be the only lot in said subdivision and its boundaries shall be as depicted on Exhibit A.
3. Owner 1 hereby grants to the City an easement to use the land on the southern end of Lot 1 as a public right of way, with dimensions 50 feet in width and approximately 196 feet in length as depicted on Exhibit A (hereinafter the "Right-of-Way Easement"), including but not limited to the right to use the Right-of-Way Easement to deposit snow from City snow removal operations on 200 South. Said Right-of-Way Easement is included within the boundaries of the new Kim Bezzant Subdivision.
4. Neither Owner 1 nor Owner 2 shall be required to improve or otherwise develop said Right-of-Way Easement as a condition of developing Lot 1 and building a residential structure thereon. Owner 1 will be allowed to access Lot 1 by traveling over said Right-of-Way Easement, but Owner 1, and not the City, will bear all responsibility for maintenance, repair, snowplowing, etc. necessary for such access, until such time as the Right-of-Way Easement becomes an improved public road as specified

elsewhere in this document. Owner 1 also agrees not to install any trees, large boulders or other such landscaping or objects that would hinder the use of the Right-of-Way Easement and its future dedication as a public road pursuant to this Agreement. Owner 1 acknowledges that any garbage cans used by Lot 1 will not be accessed by the Right-of-Way Easement and will need to be brought out to the improved public road for pickup.

5. Owner 1 and Owner 2 agree, for themselves and for their real property successors and assigns, including for any person or entity to whom Owner 1 or Owner 2 sell or otherwise convey any of the property described on Exhibit A, that any person or entity who makes application to develop or build on the parcel of real property labeled on Exhibit A as Remaining Parcel B shall be required, as a condition of said development or building, at his, her or its own expense, to construct and improve the full width of the Right-of-Way Easement as an improved, paved public road and other facilities, utilities and improvements required to be located in the full width of said Right-of-Way Easement, pursuant to all of the specifications and standards of the City in effect at the time such future application is made (the "Right-of-Way Improvements"). The City shall have no responsibility to pay for the expense of said Right-of-Way Improvements.

6. Owner 1 and Owner 2 agree, for themselves and for their real property successors and assigns, including for any person or entity to whom Owner 1 or Owner 2 sell or otherwise convey any of the property described on Exhibit A, that the land contained within the Right-of-Way Easement will be deeded to the City at the time any development of Remaining Parcel B is approved by the City and that the Right-of-Way Easement will at that time become a public road wholly-owned by the City. The City agrees that, upon completion of the Right-of-Way Improvements and deeding of the Right-of-Way Easement to the City, Owner 1 and Owner 2 and their real property successors and assigns, including any person or entity to whom Owner 1 or Owner 2 sell or otherwise convey any of the property described on Exhibit A, shall have no further duty or obligation to maintain, repair or otherwise develop the Right-of-Way Easement.

7. Notwithstanding the foregoing or any other language to the contrary contained herein, nothing herein shall be construed as imposing any type of duty upon Owner 1 or Owner 2 to pay or otherwise indemnify the City or any third party for the costs of improving the Right-of-Way Easement, unless Owner 1 and/or Owner 2 is the developer of all or a part of Remaining Parcel B.

8. Notwithstanding any language to the contrary contained herein, nothing herein shall be construed as imposing any type of duty upon Owner 1 or Owner 2 to pay or otherwise indemnify the City or any third party for the costs of improving the Right-of-Way Easement as a condition of development or improvement of Remaining Parcel A, unless such development or improvement of Remaining Parcel A uses the Right-of-Way Easement to access Remaining Parcel A.

9. The parcels labeled on Exhibit A as Remaining Parcel A and Remaining Parcel B are not entitled building lots and will be required to complete the subdivision approval process before development may occur thereon.

10. This Agreement shall be appurtenant to and shall run as a covenant against Lot 1 and Remaining Parcel A and Remaining Parcel B as identified on Exhibit A attached hereto, and shall be binding upon all future owners of said land.

AGREED TO AND EXECUTED BY:

MIDWAY CITY

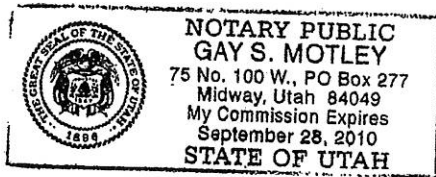
Connie Tatton

Signature

By (print name): Connie Tatton

Its (title): Mayor

On the 5th day of March, 2009, personally appeared before me Connie Tatton, who did say that s/he is the Mayor of Midway City and who did execute the foregoing document.



Gay S. Motley
NOTARY PUBLIC