



3200 W 300 N, West Point, UT 84015
801.776.0970

**West Point City
Planning Commission Agenda
April 11, 2024
WEST POINT CITY HALL**

IF UNABLE TO ATTEND IN-PERSON, CITIZEN COMMENT MAY BE EMAILED PRIOR TO khansen@westpointcity.org:

- **Subject Line:** Public Comment – April 11, 2024, Planning Commission Meeting
 - **Email Body:** Must include First & Last Name, address, and a succinct statement of your comment.
-

WORK SESSION – 6:00 PM

Open to the public

1. Discussion of draft General Plan map
2. Discussion of the accessory building ordinance
3. Review of agenda items
4. Staff update

GENERAL SESSION – 7:00 PM

Open to the public

1. Call to Order
2. Pledge of Allegiance
3. Prayer/Thought (*Please contact the Clerk to request meeting participation by offering a prayer or inspirational thought*)
4. Disclosures from Planning Commissioners
5. Public Comments

Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for review at the next available City Council meeting.

6. Discussion and consideration of a rezone from R-1 to R-4 (Residential/8 units per acre) for property located at approximately 4100 W 600 S; Craythorne Homestead LLC, applicant
 - a. Public Hearing
 - b. Decision
7. Discussion and consideration of a development agreement for property located at approximately 4100 W 600 S; Craythorne Homestead LLC, applicant
 - a. Public Hearing
 - b. Decision
8. Discussion and consideration of a general plan amendment from R-3 to R-4 (Residential/8 units per acre), R-5 (Residential/20 units per acre) and R-C (Regional Commercial) for property located at approximately 500 S Cold Springs Road; JF Cold Springs LLC, applicant
 - a. Public Hearing
 - b. Decision
9. Planning Commission Comments
10. Adjournment

Posted this 5th day of April, 2024



Katie Hansen, Deputy City Recorder

If you plan to attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least twenty-four (24) hours prior to the meeting and we will seek to provide assistance.

Certificate of Posting

The undersigned, duly appointed Deputy City Recorder, does hereby certify that the above notice and agenda was posted within the West Point City limits on this 5th day of April, 2024, at the following locations: 1) West Point City Hall Noticing Board 2) the City website at <http://www.westpointcity.org/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>

Katie Hansen, West Point City Deputy Recorder

Planning Commission Staff Report

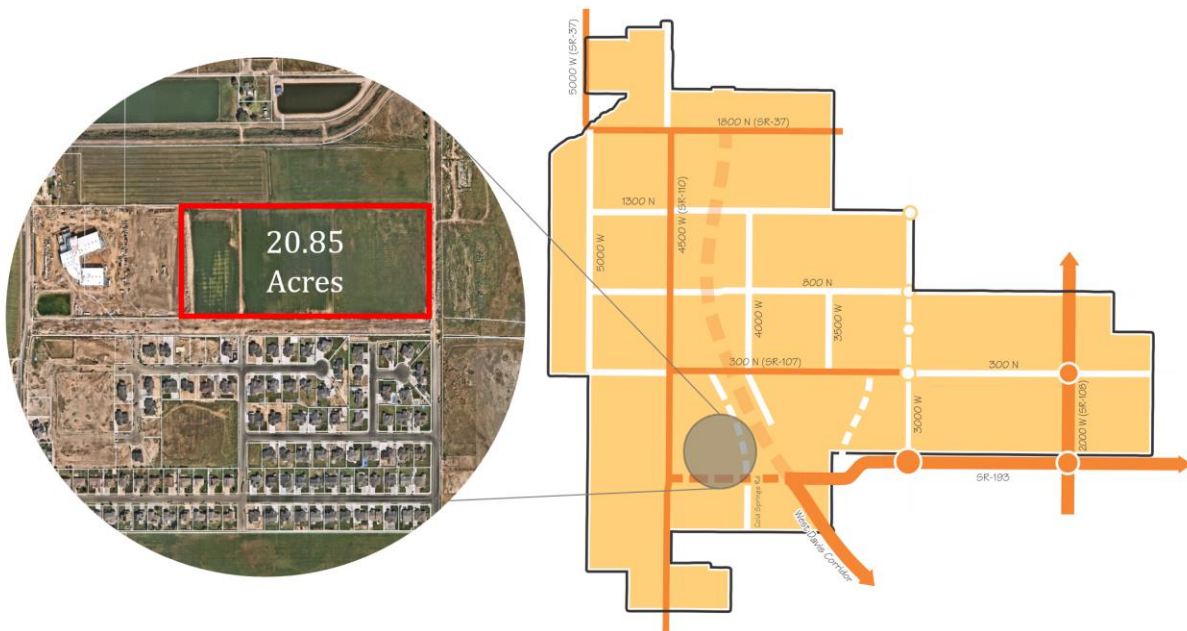


Subject: Rezone – Public Hearing - Craythorn Homestead, LLC
Author: Troy Moyes
Department: Community Development
Date: April 11, 2024

Background

Jerry Preston and Blake Bastian, representing Craythorn Homestead, LLC, have applied for a rezone for 20.85 acres of land located at approximately 4100 West 400 South. The request is to rezone from R-2 Residential (2.7 units per acre) to R-4 Residential (8 units per acre). This area is located just north of the future SR-193 extension to 4500 West and east of the new elementary school. The applicants have also submitted a preliminary plat for the property.

The City Council approved a general plan amendment for this property in December, 2023. The general plan was changed from R-2 to R-4 (8 units per acre).



Process

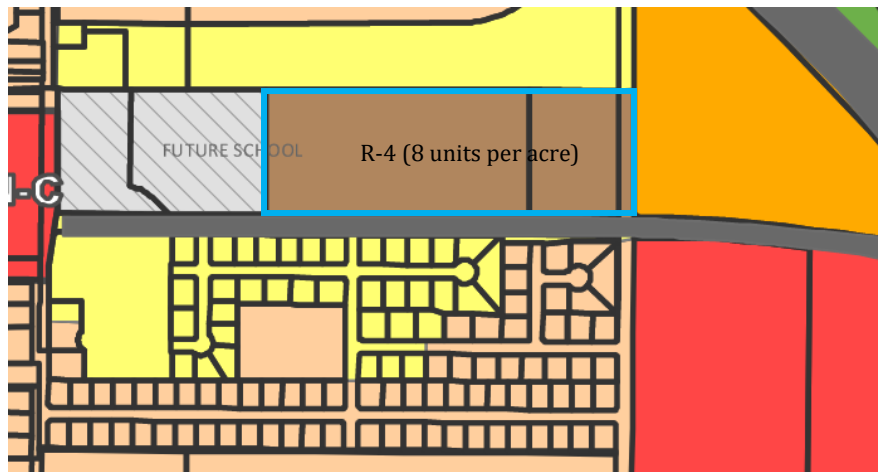
Rezone requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, provided that it can be demonstrated that their action will promote or protect the community's overall welfare. Changes to zoning require a public hearing and recommendation from the Planning Commission before a final decision can be made by the City Council.

The preliminary plat is reviewed based on standards outlined in the ordinance. The Planning Commission should approve the subdivision if the plans comply with all code requirements. Staff will then approve the final plat for each phase.

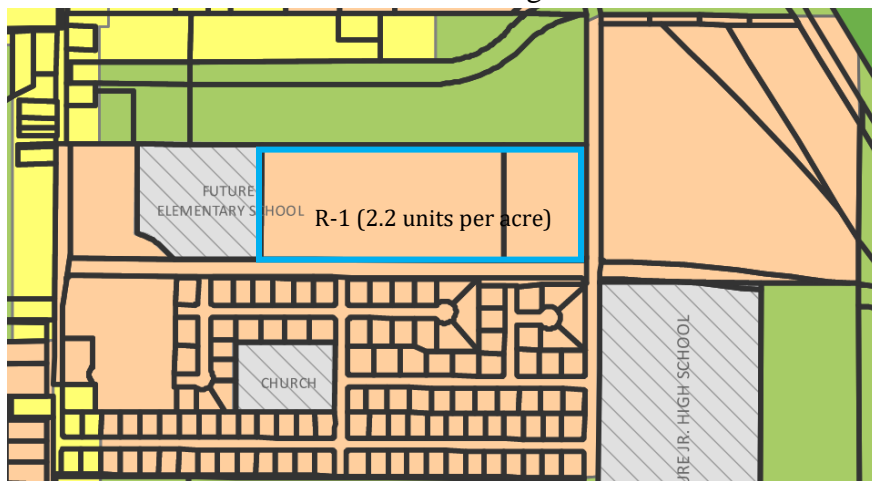
Analysis

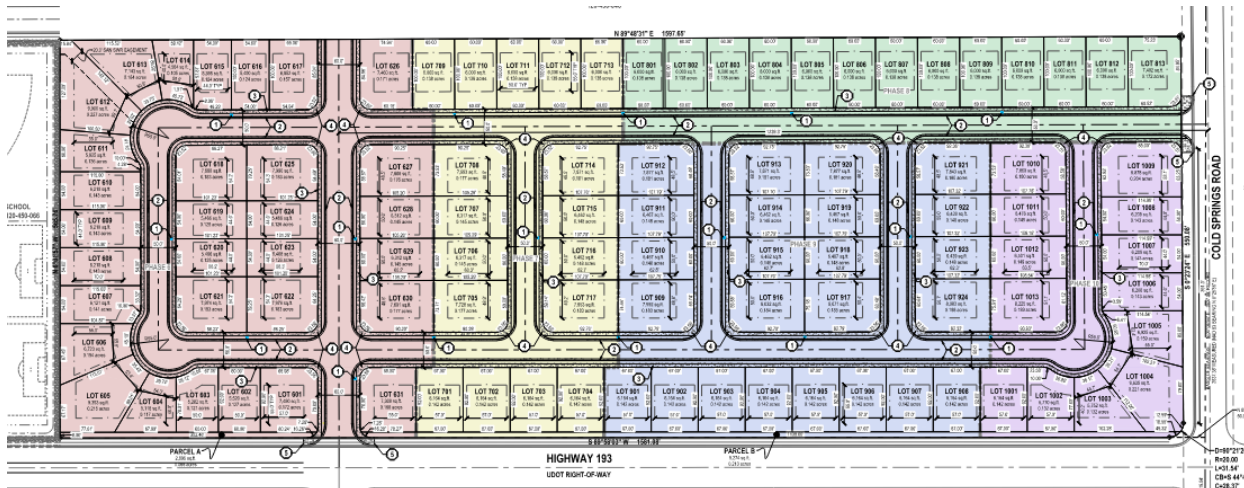
The property being considered contains two separate parcels: parcel number 12-045-0079 (15.55 acres) and parcel number 12-045-0080 (5.30 acres) for a combined area of 20.85 acres as shown in the image below. The current zoning is R-1.

General Plan



Current Zoning





Applicants Proposal

The preliminary plat has 98 single-family dwellings with a density of 4.7 units per acre. This is less than the max density of 8 units per acre in the proposed R-4 zone. Staff has reviewed the plans for compliance with the code. The proposal complies with density, lot size, and lot width. The R-4 zone requires 30% open space. The current plan does not propose any open space. The new subdivision code also states that private roads are only allowed in multi-family developments. The applicant has indicated that they will change the roads to all be public. A development agreement will be required to allow the requested deviations from the zone.

Development Agreement

The applicant would like the following exceptions included in the development agreement:

- Building setbacks on side yards to be reduced from 10' to 5'
- Open space to be waved from 30% to 0% (A landscape strip along SR-193 and Cold Springs Road will still be required and not part of this exception).
- The applicant mentioned that all streets will be public and not private as shown above (as of the date of this report no new plans have been submitted).

Recommendation

A rezone is a legislative decision. The Planning Commission should review the requested amendment and determine if it promotes the general welfare of the community and the vision of the General Plan.

Attachments

Application and Plans



West Point City
 3200 W 300 N
 West Point, UT 84015
 www.westpointcity.org
 Phone: 801-776-0970
 Fax: 801-525-9150

APPLICATION FOR PROPERTY REZONING

APPLICATION DATE: September 25/2023 APPLICANT PHONE #: 801-564-3155

APPLICANT NAME: Craythorne Homestead LLC Jerry Preston

MAILING ADDRESS: PO Box 980 Farmington Ut 84025

PROPERTY OWNER(S)' SIGNATURE: _____

REZONE PROPERTY ADDRESS(ES): Corner 4000 West 193 Hwy

REZONE PARCEL ID #(S): #120450079 #120450080

LEGAL DESCRIPTION(S) (MAY ATTACH COPY): Concept plan attached with legal descriptions

CURRENT ZONING: R-1 PROPOSED ZONING: phase 6 -R-4 Phase 7-R-5

PURPOSE OF REZONE REQUEST: To provide some moderate income housing in Phase 6 and affordable housing in phase 7.

AFFADAVIT: (SEE PAGE 2)

FOR OFFICE USE

FEE FOR REQUEST: \$250 RS DATE PAID: 9-26-23

Check #: ~~250~~ \$1336 Credit/Debit Card Cash

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COUNCIL ACTION: _____ DATE: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
COUNTY OF _____)

I/WE Craythorne Homestead LLC, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN APPLICATION AND THAT THE STATEMENTS HEREIN CONTAINED AND THE INFORMATION PROVIDED IDENTIFIED IN THE ATTACHED PLANS AND/OR OTHER EXHIBITS ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE ALSO ACKNOWLEDGE THAT I/WE HAVE RECEIVED WRITTEN INSTRUCTIONS REGARDING THE PROCESS FOR WHICH I AM APPLYING AND WEST POINT CITY STAFF HAVE INDICATED THEY ARE AVAILABLE TO ASSIST ME/US IN MAKING THIS APPLICATION.


Signature of Property Owner member

Signature of Property Owner

Subscribed and sworn to me this _____ day of _____, 20__.


Notary Public

Residing in: _____

My Comission Expires: _____

Agent Authorization

I/WE Craythorne Homestead LLC BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN THE APPLICATION AND I/WE AUTHORIZE AS MY/OUR AGENT(S) Jerry Preston TO REPRESENT ME/US REGARDING THIS APPLICATION AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN WEST POINT CITY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE ATTACHED APPLICATION.


Signature of Property Owner

Signature of Property Owner

Subscribed and sworn to me this _____ day of _____, 20__.

Notary Public

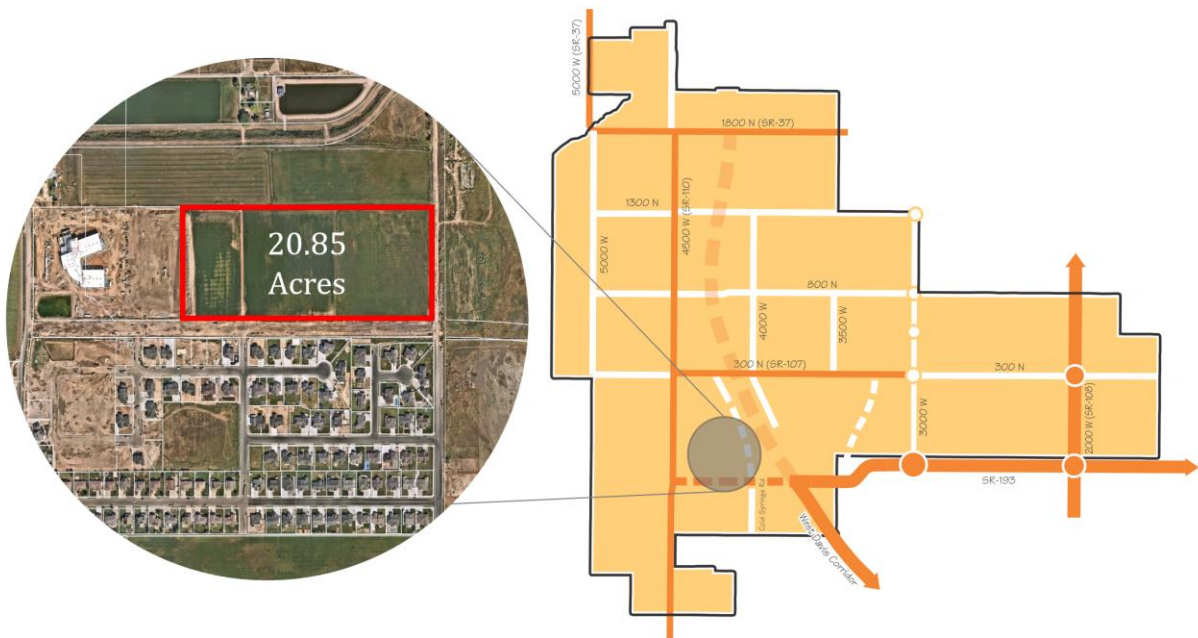
Residing in: _____

My Comission Expires: _____

WEST POINT CITY NOTICE OF PUBLIC HEARING

Notice is hereby given that on April 11, 2024, the West Point City Planning Commission will hold a public hearing at 3200 West 300 North, West Point City, UT, beginning at 7:00 PM. The public hearing will be for a Zoning Amendment regarding property located at approximately 4100 W 600 S. The request is to change the zoning from R-1 (Residential/maximum of 2.2 units per acre) to R-4 (Residential/maximum of 8 units per acre). The concept plan shows single family lots at approximately 4.7 units per acre. The applicant is also requesting a development agreement for the project to reduce the side yard setbacks and the amount of open space.

All interested parties are encouraged to attend and express their opinion on the matter. To review documentation related to the above hearing, contact West Point City Hall at 801-776-0970. If you need special accommodations to participate in the meeting, please call West Point City at least twenty-four (24) hours prior to the meeting at 801-776-0970.



Rezone Application

4100 West 600 South – Craythorn Homestead Phase 6-10

- R-1** (RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
- R-2** (RESIDENTIAL 2.7 UNITS PER ACRE - 10,000 SQ. FT.)
- R-3** (RESIDENTIAL 3.6 UNITS PER ACRE - 9,000 SQ. FT.)
- R-4** (RESIDENTIAL 8.0 UNITS PER ACRE)
- R-5** (RESIDENTIAL 20 UNITS PER ACRE)
- A-5** (AGRICULTURAL AND FARM INDUSTRY 1 UNIT PER ACRES)
- A-40** (AGRICULTURAL 1 UNIT PER 5 ACRES)
- N-C** (NEIGHBORHOOD COMMERCIAL)
- C-C** (COMMUNITY COMMERCIAL)
- R-C** (REGIONAL COMMERCIAL)
- P-O** (PROFESSIONAL OFFICE)
- R/I-P** (RESEARCH AND INDUSTRIAL PARK)
- PARKS / RECREATIONAL**
- PUBLIC / INSTITUTIONAL**



Proposed Development 98 Single Family Lots (4.7 Units Per Acre – Lots Ranging from 5,400 sq/ft to 9,900 sq/ft)





MEMORANDUM

To: Doug Rich

From: Troy Moyes, West Point City Planner

cc: Bryn MacDonald, West Point City Community Development Director & Boyd Davis, West Point City Engineer

RE: Craythorne Homestead – Preliminary / Site Plan

Date Reviewed: March 12, 2024

Date Reviewed: March 13, 2024

I have completed a preliminary and site plan review of the Craythorne Homestead Phase 6-10 R-4 development. This review based on the requirements and standards in West Point City Code and is subject to the proposed rezone approvals by the City Council. Please let me know if you have any questions or concerns regarding this review.

1. General

- a) The development is shown in five phases. Each phase needs to have sufficient access. Phase 6 has 31 lots and would therefore require two access connections.
- b) Streets Connectivity: All street connectivity looks good. No issues.
- c) Public/Private Streets: West Point City Code 17.130.090(A)(2)(a) states “Private streets shall only be allowed in *multifamily* developments within the R-4 zone or R-5 zone...” This project is a detached single-family development. The code does not allow for private streets.

2. Zoning – The zoning requirements for the R-4 zone can be found in WPCC 17.60.110

- a) Zoning: The property is currently zoned R-1 residential. Rezoning application is turned in to allow for the R-4 zone as shown on the General Plan. No action needed.
- b) Density: The total property consists of 20.8 acres. The R-4 zone has a maximum density of 8 units per acre for a max total of 166 units. The proposal is only for 98 units at 4.7 units/acre. No change is needed.
- c) Setbacks: Setbacks in the R-4 zone is a min of 25’ to the garage, 20’ rear setback and 8’ side setback. Plans don’t indicate this, please show this on the plan.

3. Landscaping & Open Space – Landscape and open space requirements for the R-4 Zone can be found in WPCC 17.60.110(C)(6)

- a) Landscape strip: A dedicated 8’ landscape strip is required along SR-193 and Cold Springs Road. Parcels “A” and “C” show that dedicated strip on SR-193. No change needed. However, a dedicated strip will also be required from Cold Springs Road. Due to the location of the piped canal trees will not be allowed within this area. Please provide a

separate landscape plan showing details about the types of fencing, trees, shrubs, irrigation, and ground cover used.

- b) Open Space: A minimum of 30% open space is required for R-4 developments. The requirements for open space can be found in 17.60.110 (C)(6). No open space is shown.
4. Elevations
- a) The R-4 zone has specific building design rules in section 17.60.110(C)(5). Building elevations need to be reviewed. These standards include foundations not exceeding two feet above ground, at least 40% brick or stone on all sides, and a consistent architectural theme.

Recommendation:

Staff recommends a development agreement be used to provide needed flexibility for this project. Staff will draft an agreement and send it to the developer for review.



LAND USE TABLE			
PHASE	QUANTITY	AREA	DENSITY
PHASE 6 LOTS	31	296,230 sq. ft. / 6.80 acres	4.55 UNITS/ACRE
PHASE 7 LOTS	17	153,832 sq. ft. / 3.53 acres	4.81 UNITS/ACRE
PHASE 8 LOTS	13	119,371 sq. ft. / 2.74 acres	4.74 UNITS/ACRE
PHASE 9 LOTS	24	222,681 sq. ft. / 5.11 acres	4.69 UNITS/ACRE
PHASE 10 LOTS	13	116,245 sq. ft. / 2.67 acres	4.87 UNITS/ACRE
TOTAL PROJECT LOTS	98	908,359 sq. ft. / 20.853 acres	4.70 UNITS/ACRE

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOELE
Phone: 435.843.3590

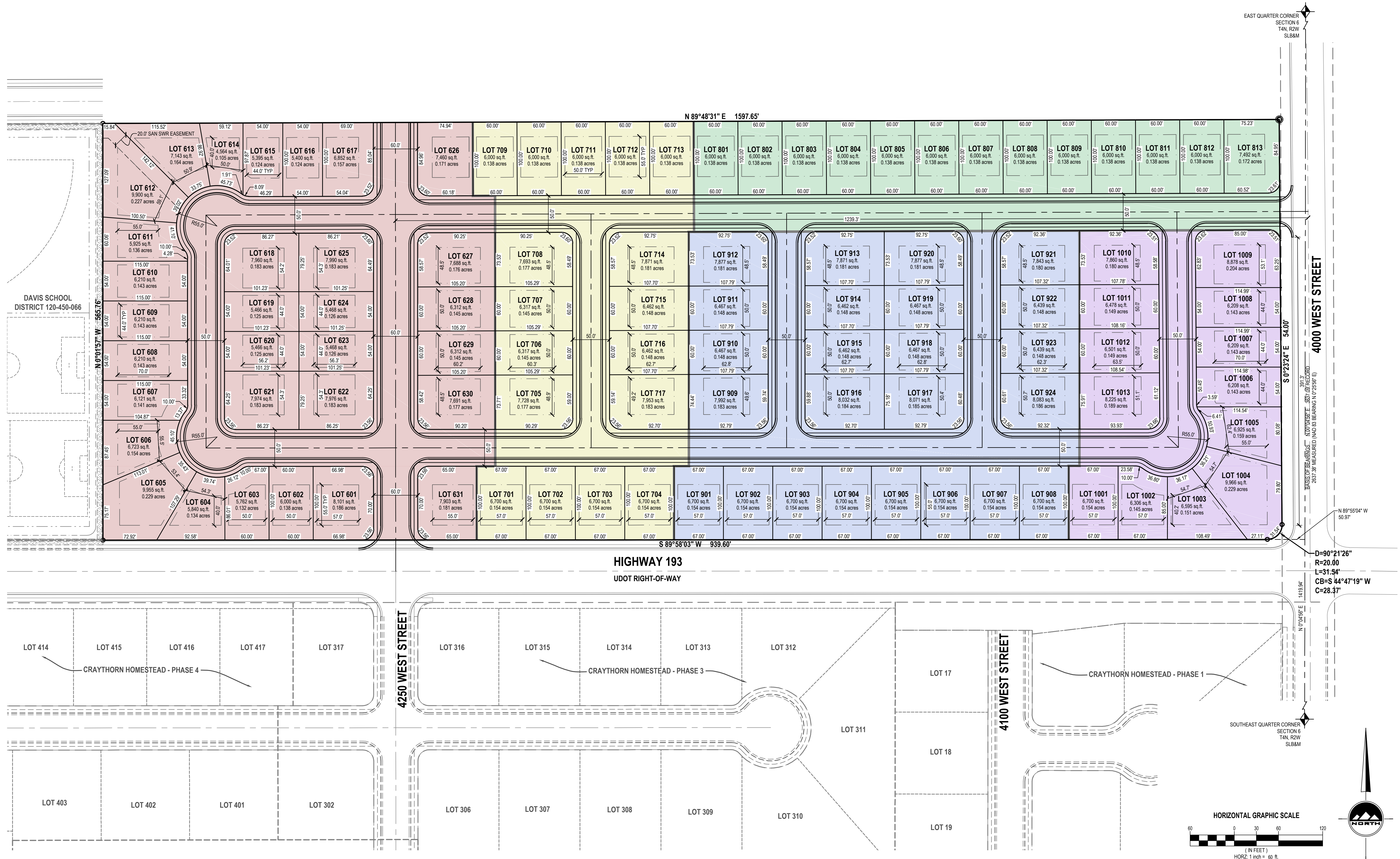
CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
JPC CONTRACTING INC
P.O. BOX 9870
FARMINGTON, UTAH 84025

CONTACT:
JERRY PRESTON
PHONE: 801-451-6525



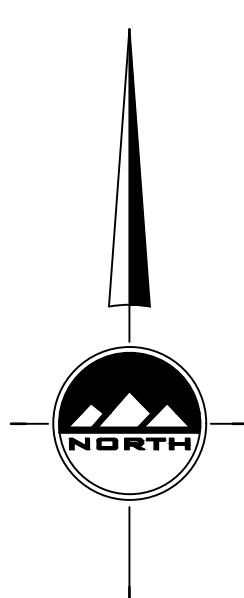
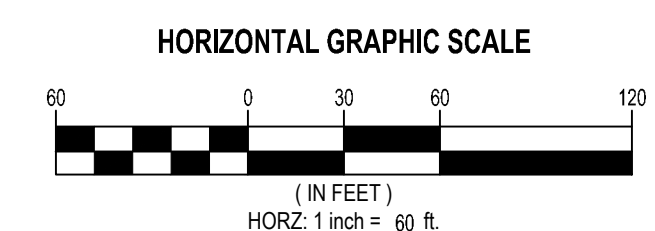
CRAYTHORNE HOMESTEAD
PHASE 6 - 10
4100 WEST 600 SOUTH
WEST POINT, UTAH

CONCEPT PLAN
ZONE R-4 PRD

PROJECT NUMBER: 8500
PRINT DATE: 1/9/24

PROJECT MANAGER: C. PRESTON
DESIGNED BY: M. ELMER

1 OF 1



**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND CRAYTHORNE HOMESTEAD LLC
(4100 W 400 S)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this _____ day of _____, 2024 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and CRAYTHORNE HOMESTEAD LLC, (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party.**”

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R-1 (Residential) to R-4 (Residential) for certain property located at approximately 4100 W 400 S and contained by the following tax identification numbers: 12-045-0079 and 12-045-0080 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 20.855 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

WHEREAS, Master Developer is the current owner of the Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “**Exhibit B**” attached hereto (the “**Concept Plan**”); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-4 to allow for reduced setbacks in exchange for improved home construction standards and a maximum number of lots pertaining to the Subject Property; and

WHEREAS, City believes that entering into the Agreement with Master Developer is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “**City**” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.2 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.3 “Master Developer” shall mean Craythorne Homestead LLC. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer’s interest hereunder. In the interest of advancing the development of the Subject Property, however, any responsibility under this Agreement may be completed by any Project Developer so that the completing Project Developer may proceed with their Project on their respective parcel.

1.4 “Master Developer’ Undertakings” shall have the meaning set forth in Article IV.

1.5 “Project” means a separate phase or area of the Subject Property to be developed by a Project Developer pursuant to the terms of this Agreement.

1.6 “Project Developer” means the developer of a separate phase or area of the Subject Property that has received assumed the rights and obligation of Master Developer under this Agreement with respect to a Project.

1.7 “Subject Area” shall mean the 20.855 acres as legally described in Exhibit A.

ARTICLE II CONDITIONS PRECEDENT

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer’ Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 20.855 acres of R-4 zoning.

2.2 With respect to all zoning designations, Master Developer agrees to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback, landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to an ordinance of the West Point City Council.

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a subdivision of the Subject Area from the Developer. The subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE IV

MASTER DEVELOPER' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 HOA and CCRs. Master Developer shall record Covenants, Conditions and Restrictions providing for the following:

4.3.1 The creation of a home owners' association with bylaws to enforce the CCRs and maintain and any common areas of the applicable subdivision.

4.3.2 The following restrictions on single-family homes built in the subdivision:

- i. Front facades to be at least 40% brick, rock or stone, with the remainder of the front façade to be fiber cement board or stucco.
- ii. 3 ft. wainscot of brick or rock on sides of the home.
- iii. Minimum square footage of 1,450 sq. ft. on main level for rambler style homes.
- iv. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
- v. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.
- vi. All homes must have a 6-12 pitched roof.
- vii. All homes will have a minimum 2 car garage.
- viii. No vinyl siding will be allowed.

4.2 Setbacks. The following setbacks shall be required in the subdivision:

Front: 25 feet
Rear: 20 feet
Sides: 5 feet
Corner: 20 feet

4.3 Open Space. This development shall be exempt from the open space requirements found in the West Point City Code. This does not include the required landscape buffer along Cold Springs Road and SR-193.

4.4 Amendments. Master Developer agrees to limit development of the Subject Area to the residential and open space uses provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

4.5 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V

GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits - Master Developer. Master Developer, or the applicable Project Developer, shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer' Undertakings pertaining to the applicable Project and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Master Developer' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Master Developer or applicable Project Developer shall, in good faith, reasonably pursue completion of the applicable Project or Projects. Each phase or completed portion of a Project must independently meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto, such that it will stand alone, if no further work takes place on the Project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Master Developer and their contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of the Master Developer' Undertakings.

5.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

5.5 Basements. Basements may be permitted in the Subject Area subject to West Point City Code section 15.16.010.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If Master Developer or the applicable Project Developer fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the applicable Project cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

6.2 Enforced Delay Beyond Parties’ Control. For the purpose of any other provisions of this Agreement, neither City nor Master Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Master Developer. In the event of a default by a Project Developer, Master Developer may elect, in their discretion, to cure the default of such Project Developer, provided, Master Developer’s cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term “Master Developer” is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business

day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer: Craythorne Homestead LLC
49 N Main St
Farmington UT 84025

To City: WEST POINT CITY CORPORATION
3200 West 300 North
West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

8.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Master Developer.

8.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer or Project Developer affected by the amendment.

8.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

8.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

8.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

8.8.1 With regard to Master Developer' Undertakings, performance of the Master Developer' Undertakings as set forth herein.

8.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon Master Developer's request (or the request of Master Developer' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION

BRIAN VINCENT, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

Craythorne Homestead LLC, a Utah
limited liability company

Erik Craythorne, Manager

EXHIBIT A

Legal Description of Property

EXHIBIT B

Concept Plan

Planning Commission Staff Report



Subject: Discussion – General Plan Amendment - J. Fisher Companies
Author: Troy Moyes
Department: Community Development
Date: April 11, 2024

Background

The applicant, J. Fisher Companies, has formally asked the city to review a proposed amendment to the West Point City General Plan for their property situated at approximately 500 South Cold Springs Road. The requested change is from R-3 Residential (3.6 units/acre) to a combination of R-C Regional Commercial, R-4 (8 units/acre), and R-5 (20 units/acre). The applicant has engaged in discussions with the Planning Commission on November 9, 2023, February 22, 2024, and March 28, 2024. The objective is to develop their 24.42-acre property near the future extension of the West Davis Corridor and SR-193 with a mix of housing types and commercial designations, including detached single-family homes, townhomes, and 4-story apartments. In order to gather public input, the Planning Commission has expressed their interest in holding a public hearing to gather feedback on this petition.

Process

The West Point City Land Use and Development Code 17.00.090 allows for amendments to the General Plan. Property owners have the opportunity to initiate these amendments by submitting a completed application during the months of March and September. To gather information, the Planning Commission conducts a public hearing where the applicant and other interested parties can provide input. After considering this information, the Planning Commission will then make a recommendation to the City Council regarding the proposed amendment. It is important to note that General Plan amendments are considered legislative decisions, and both the Planning Commission and City Council have the authority to exercise their discretion, as long as their actions contribute to promoting and safeguarding the overall welfare of the community.

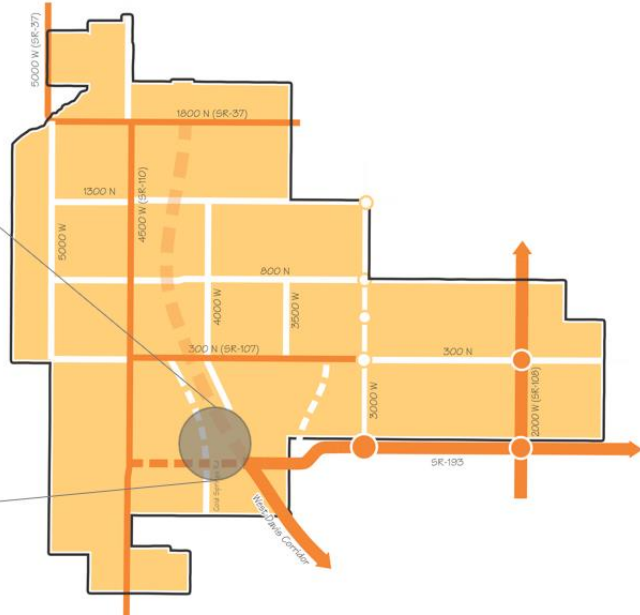
Should the City Council proceed with adopting the proposed changes to the General Plan, the subsequent course of action would involve commencing the rezoning process. This process requires another public hearing be scheduled to thoroughly analyze the specific details of the proposal. This would include setbacks, architecture, open space, and amenities. A development agreement and site plan would also be reviewed at that time.

Analysis

This property is located just west of the future extension of the West Davis Highway and north of the extension of SR-193 that is anticipated to be completed the end of the summer of 2024. The property being considered is parcel number 12-039-0057 (24.42 acres). The requested change is from R-3 Residential (3.6 units/acre) to a combination of R-C Regional Commercial, R-4 (8 units/acre), and R-5 (20 units/acre) as shown in the images below.

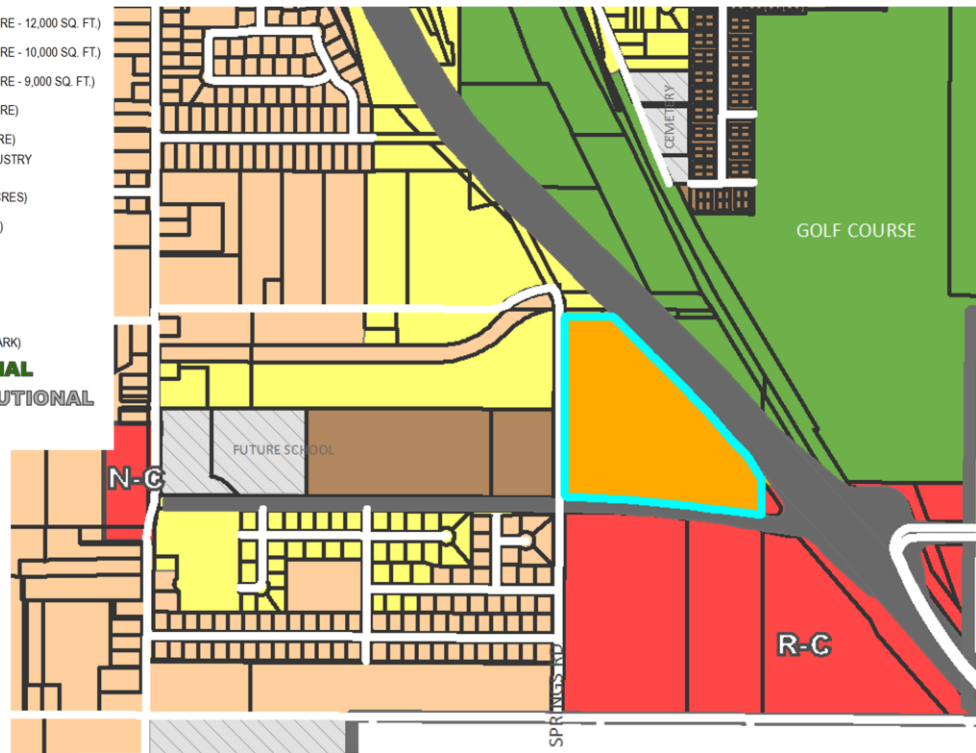
General Plan Amendment

500 South Cold Springs Road – JF Cold Springs LLC, Applicant



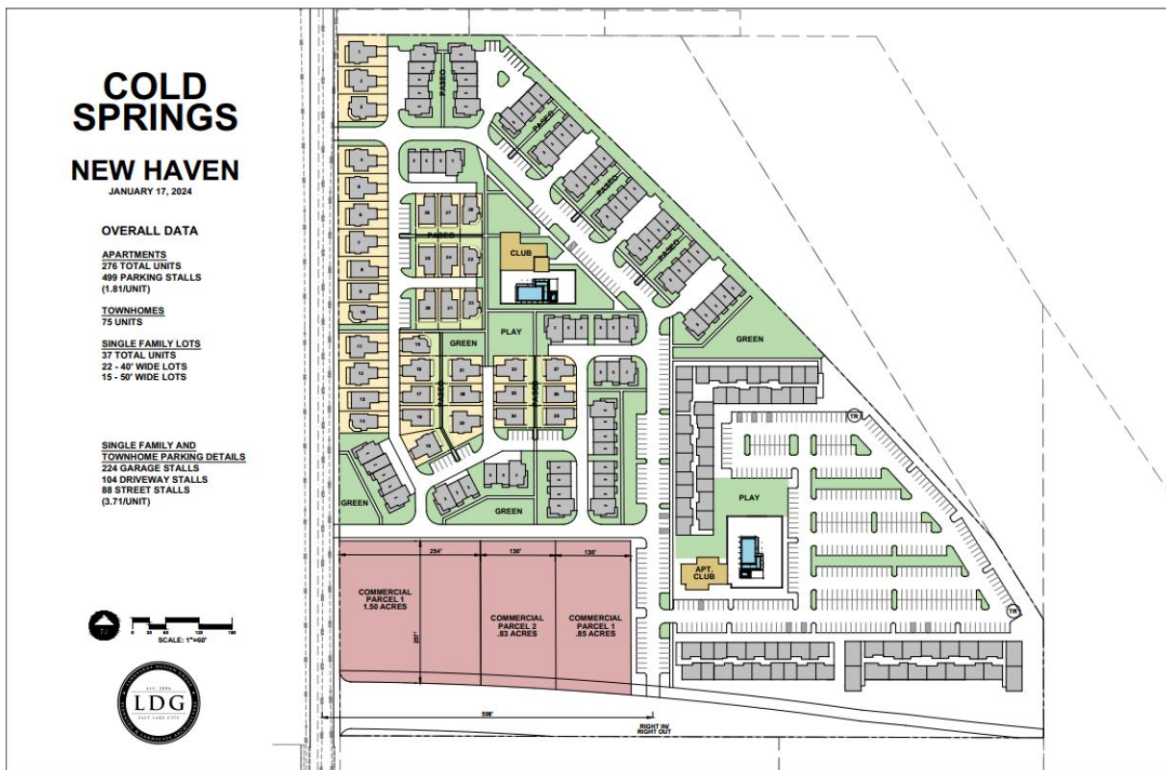
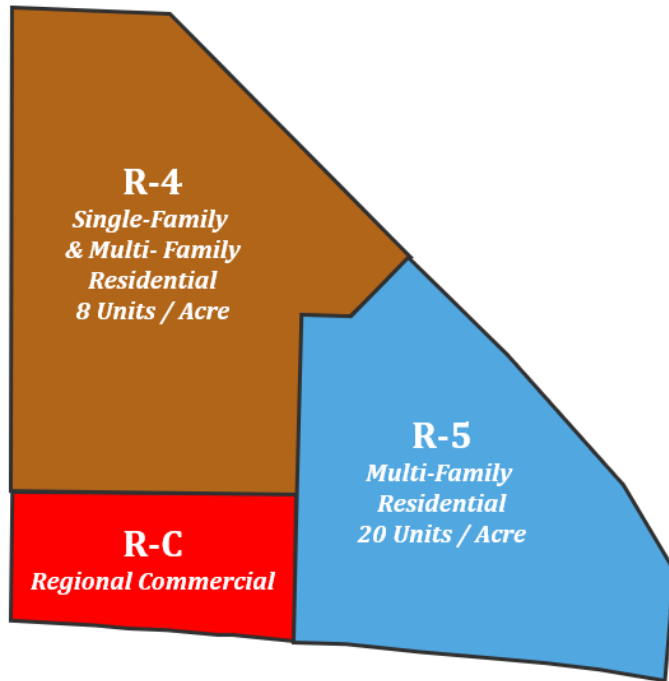
- R-1** (RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
- R-2** (RESIDENTIAL 2.7 UNITS PER ACRE - 10,000 SQ. FT.)
- R-3** (RESIDENTIAL 3.6 UNITS PER ACRE - 9,000 SQ. FT.)
- R-4** (RESIDENTIAL 8.0 UNITS PER ACRE)
- R-5** (RESIDENTIAL 20 UNITS PER ACRE)
- A-5** (AGRICULTURAL AND FARM INDUSTRY 1 UNIT PER ACRES)
- A-40** (AGRICULTURAL 1 UNIT PER 5 ACRES)
- N-C** (NEIGHBORHOOD COMMERCIAL)
- C-C** (COMMUNITY COMMERCIAL)
- R-C** (REGIONAL COMMERCIAL)
- P-O** (PROFESSIONAL OFFICE)
- R/I-P** (RESEARCH AND INDUSTRIAL PARK)
- PARKS / RECREATIONAL**
- PUBLIC / INSTITUTIONAL**

**Current
General
Plan**



Proposal Amendment

- R-1** (RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
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The density being requested does not fall into a specific general plan designation. The R-4 designation allows for up to 8 units per acre. The R-5 zone allows 20 units per acre. However, it was determined that the three separate zones be presented as shown on the proposed amendment map above.

Use	Acres	Units	Density (units per acre)
Commercial	3.22		
Medium Density (townhomes and single family)	11.54	112	9.7
Apartments	9.66	276	28.57
Total	24.42	388	18.3 units per acre

The City Council adopted a market study and small area plan for this property in 2023. While this plan was not officially adopted as part of the general plan, it does indicate the vision of the City Council for this area. The small area plan for this property shows a mixture of uses. The north end of the property is village residential, consisting of 10-16 units per acre. The area adjacent to SR-193 is shown as mid-rise residential, which would allow for 4-story structures up to 20 units per acre. The corner is designated as office.

Small Area Plan



Recommendation

A General Plan amendment is a legislative decision. The Planning Commission should review the requested amendment and determine if it promotes the general welfare of the community and the vision of the General Plan. The Planning Commission needs to determine if the proposal complies with the vision that the city has for this area.

Attachments

Application and Plans



3200 West 300 North
West Point, UT 84015
PH: 801.776.0970
FAX: 801.525.9150
www.westpointcity.org

WEST POINT CITY NOTICE OF PUBLIC HEARING

Notice is hereby given that on April 11, 2024, the West Point City Planning Commission will hold public hearing at 3200 West 300 North, West Point City, UT, beginning at 7:00 PM. The public hearing will be for a General Plan Amendment regarding property located at approximately 500 S Cold Springs Road. The request is to change the General Plan designation from R-3 (Residential/maximum of 3.6 units per acre) to R-4 (Residential/maximum of 8 units per acre), R-5 (Residential/maximum of 20 units per acre), and R-C (Regional Commercial). These designations would allow various types of residential units on the property, such as single family, townhomes, and apartments.

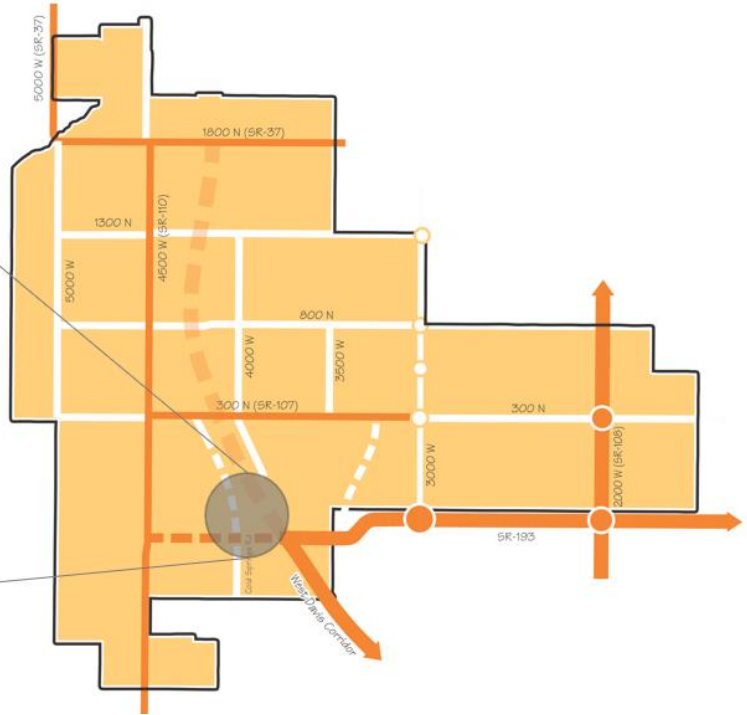
All interested parties are encouraged to attend and express their opinion on the matter. To review documentation related to the above hearing, contact West Point City Hall at 801-776-0970. If you need special accommodations to participate in the meeting, please call West Point City at least twenty-four (24) hours prior to the meeting at 801-776-0970.

General Plan Amendment

500 South Cold Springs Road – JF Cold Springs LLC, Applicant

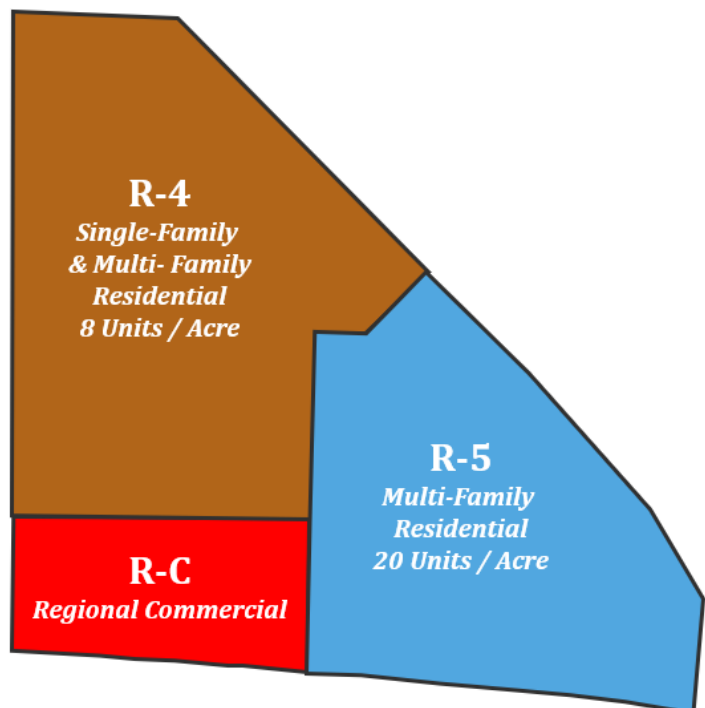


24.42
Acres



Proposal Amendment

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COLD SPRINGS

NEW HAVEN

MARCH 21, 2024

OVERALL DATA

APARTMENTS

276 TOTAL UNITS
499 PARKING STALLS
(1.81/UNIT)

TOWNHOMES

75 UNITS

SINGLE FAMILY LOTS

37 TOTAL UNITS
22 - 40' WIDE LOTS
15 - 50' WIDE LOTS

RESIDENTIAL AREA

RESIDENTIAL UNITS
RESIDENTIAL DENSITY

21.23 AC
388 UNITS
18.28 U/AC

SINGLE FAMILY AND TOWNHOME PARKING DETAILS

224 GARAGE STALLS
104 DRIVEWAY STALLS
88 STREET STALLS
(3.71/UNIT)





CONCEPTS

COLD SPRINGS
West Point, Utah



MARCH 21, 2024

**SINGLE
FAMILY
HOUSING**

SINGLE FAMILY HOMES



SINGLE FAMILY HOMES



SINGLE FAMILY HOMES



SINGLE FAMILY HOMES



SINGLE FAMILY HOMES



SINGLE FAMILY HOMES



SINGLE FAMILY HOMES



TOWNHOUSES

TOWNHOMES



TOWNHOMES



TOWNHOMES



TOWNHOMES



TOWNHOMES

Interior



**MULTI-
FAMILY
UNITS**

MULTI-FAMILY UNITS



MULTI-FAMILY UNITS



MULTI-FAMILY UNITS

Interior



MULTI-FAMILY UNITS

Interior



MULTI-FAMILY UNITS



AMENITIES



AMENITIES



AMENITIES



AMENITIES



AMENITIES



Thank You

