

PERRY CITY PLANNING COMMISSION

REGULAR MEETING AGENDA

August 1, 2024

7:00 pm regular meeting

1950 S Hwy 89 Perry, UT

The meeting will be open to the public.

“Electronic Meeting” Web/Teleconferencing will be used.

The Perry City Planning Commission will hold a meeting on the Thursday identified above, starting at approximately 7:00 PM, at 1950 S Hwy 89. Members of the public may attend the meeting in person or may view the meeting via Zoom using a link and instructions provided by Perry City, please contact the city office 48 hours in advance for online meeting access instructions. Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alteration.

1. 7:00 p.m. – Call to Order and Opening Ceremonies

A. Declare Conflicts of Interest, If any

2. Action Items

A. Public Hearing: Ordinance 24-H Amending Multi-Family Dwelling/Apartment Density Map & Subdivision Code

B. Public Hearing: Ordinance 24-I Zone Change request for the Development Overlay Zone for Olson Orchard’s located at approximately 1111 W 3600 S Parcel #'s: 02-038-0004; 02-038-0010; 02-038-0005; 02-038-0061; 02-038-0069; 02-038-0058; 02-038-0064 Applicant; Pat Burns

3. Approval of the Minutes

A. June 6, 2024, Regular Planning Meeting

4. Discussion

A. Future Projects

B. Report on past-approved Planning Commission Agenda Items

C. Report from Commissioner regarding previous Council Meetings

D. Make Assignments for Representative to Attend City Council Meetings

(August 8th and 22nd)

5. Public Comment

6. Training

A. Staff

7. Review Next Agenda and Adjourn

- A. Items for September agenda (next meeting September 5, 2024)**
B. Motion to Adjourn

Certificate of Mailing

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member and alternate member of the Planning Commission and other designated City Officials and was posted in these locations: The Perry City Offices, Centennial Park, Perry City Park; Perry City Website; and State Website; on this 22nd of July 2024. An individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Tyra Bischoff, Planning Secretary

Rules for Public Hearings/Comments:

- (1) Please speak only once (maximum of 3 minutes) per agenda item.
- (2) Please speak in a courteous and professional manner.
- (3) Do not speak to specific member(s) of the Planning Commission, staff, or public (please speak to the Chair or to the Commission as a group).
- (4) Please present possible solutions for all problems identified.
- (5) Action will not be taken during this meeting if the item is not specifically on the agenda.

NOTICE OF PERRY PLANNING COMMISSION PUBLIC HEARING

Notice is hereby given that the Perry Planning Commission will hold, in the City Council Chambers at 1950 S Hwy 89 in Perry a public hearing to receive public comment regarding Ordinance 24-H Amending Multi-Family Dwelling and Apartment Density Map and Subdivision Code, and Ordinance 24-I Zone Change request for the Development Overlay Zone located at approximately 1111 W 3600 S Parcel #'s 02-038-0004;02-038-0010; 02-038-0005; 02-038-0061; 02-038-0069; 02-038-0058; 02-038-0064.

Members of the public may view the meeting via Zoom using a link upon request 48 hours prior to the meeting or attend in person. The public hearing will be held in conjunction with the Perry City Planning Commission Meeting, which starts at 7:00 p.m. on Thursday, August 1, 2024. All interested persons shall be given the opportunity to be heard. Written concerns are welcome. Any Individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461). By: Tyra Bischoff, Planning Secretary.

[illegible]

Row												
Residential: Multi-family Dwelling Units17			P	P	P	P	P	P				
	P											
Row												
Residential: Single-family	P	P	P	P	P	P	P	P	P			
Row												
Retail8										P	P	
	P	P		P	P							

...

SECTION 3: Amendment. Section "15.07.110 " is hereby amended as follows.

...

c. Any measurement is ... to the residential property.

8. Setbacks shall be ... its successor statute.

9. Height shall be measured from the highest point of the structure to the lowest adjacent grade.

a. NC2 and NC3 Zones: The height for structures constructed on the east side of highway 89 and within fifty feet (50') of highway 89 shall be measured from the highest point of the building to the adjacent crown of the road in Highway 89.

HISTORY

...

SECTION 4: Severability. If any section, subsection, sentence, clause, or phrase of this amendment is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this amendment.

SECTION 5: Effective Date. This ordinance being necessary for the peace, health, and safety of the City, shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the more remote from the date of passage thereof.

****Signatures On Next Page****

DRAFT

PASSED AND ADOPTED by Perry City Council this _____.

KEVIN JEPPSEN, Mayor
Perry City

Attest:

SHANNA JOHNSON, City Recorder
Perry City

City Council Vote as Recorded:	AYE	NAY	ABSTAIN	ABSENT
Nathan Tueller	_____	_____	_____	_____
Toby Wright	_____	_____	_____	_____
Blake Ostler	_____	_____	_____	_____
Ashley Young	_____	_____	_____	_____
Dave Walker	_____	_____	_____	_____

RECORDED this _____.
PUBLISHED OR POSTED this _____.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Perry City, hereby certifies that the foregoing Amendment was duly passed and published or posted at:

- 1. City Hall
- 2. Perry City Website
- 3. Utah Public Notice Website

on the above referenced dates.

SHANNA JOHNSON, City Recorder
Perry City

July 25, 2024

Notice of Planning Commission Public Hearing

August 1, 2024

1950 S Highway 89

Perry, Utah 84302

Application: Zone Change for the Development Overlay zone

Applicant: Pat Burns (Olsen Orchard)

Location: Approximately 1111 W 3600 S (02-038-0004; 02-038-0010; 02-038-0005; 02-038-0061; 02-038-0069; ~~02-038-0058; 02-038-0064~~)

Dear Property Owner:

UPDATE: Two properties included with the zone change/development agreement request have been removed from the application due to failure by the applicant to provide the necessary authorization from the property owners.

As required by ordinance, you and all other property owners within 300 feet of the above referenced location are being notified of the application referenced above. A concept plan is included on the back of this letter. Interested persons are invited to attend the upcoming Planning Commission Meeting and provide public comment during the public hearing. All comments are welcome and we encourage your participation.

The public hearing will be held in conjunction with the regular Perry City Planning Commission meeting, which starts at 7:00 p.m. on Thursday August 1, 2024. You can access this meeting by zoom if you request access 48 hours prior or you may also attend in person. A final recommendation by the Planning Commission regarding this application will most likely occur during this meeting. This application will likely be reviewed by the Perry City Council on Thursday, August 22nd at 7:00 p.m.

Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461). Feel free to contact our planning staff or office staff should you have any questions.

Sincerely,

Tyra Bischoff
Perry City Planning Secretary



Roline Hinrichsen
3580 S 1220 W
Perry, UT 84302

Chad Braegger
PO Box 97
Willard, UT 84340

Marion Stokes
1395 N Main St
Willard, UT 84340

James Settlemire
3630 S 1200 W
Perry, UT 84302

Chet Fitzgerlad
3630 S 1200 W
Perry, UT 84302

Shirel Investment CO LLC
2088 S 1230 W
Syracuse, UT 84075

Rebecca Weed
710 W 3000 S
Perry, UT 84302

Valene Nielson
710 W 3000 S
Perry, UT 84302

Bradley Johnson
970 W 3600 S
Perry, UT 84302

Angelo Ave LLC
2974 E Alvera Dr
Holladay, UT 84117

Sites & Wonders Inc.
1040 W 3600 S
Perry, UT 84302

ADL Storage LLC
3057 S 1450 W
Perry, UT 84302-4436

Kendall Chambers
960 W 3600 S
Perry, UT 84302

Thomas Wood
1045 W 3600 S
Perry, UT 84302

Barney & Diane Olsen
7244 S Walpole Way
Salt Lake City, UT 84121

William Flint
3755 S Hargus Hill Rd
Perry, UT 84302-4239

Rudy Gomez
3775 S Hargus Hill Rd
Perry, UT 84302-4239

Quality Care LLC
131 E 300 N
Willard, UT 84340

Molina Juan M Bravo
3855 Hargus Hill Road
Perry, UT 84302

Kimberly Hunt
1095 W 3600 S
Perry, UT 84302

Paul Baxter
312 W Center
Mantua, UT 84324

Kiersten M Nelson
1185 W 3600 S
Perry, UT 84302

Jerry Jensen
1155 W 3600 S
Brigham City, UT 84302

White Rock Partners LLC
1357 N 2000 W
Farr West, UT 84404

Jason Blakeley
3607 S Hwy 89
Perry, UT 84302

Guy Harris
3615 S Hwy 89
Perry, UT 84302

Jacob Hales
3585 S Hwy 89
Perry, UT 84302

Shanna Ricks
3555 S Hwy 89
Perry, UT 84302

Marion Stokes
PO Box 74
Willard, UT 84340

Staff Report

Aug 1, 2024

Perry City Planning Commission



Zone Change Request: Development Overlay Zoning District with a development agreement.

Applicant – Lync Construction. Property located at approximately 1100 W 3600 S

Note: The applicant has failed to provide authorization from two property owners to make application on their behalf. These properties have been highlighted in red. Staff recommends that Planning Commission discuss the proposal and provide feedback to the applicant. However, the application should be tabled until the authorization from the property owners is provided or their proposal is properly updated.

Summary

This zone change request involves several properties totaling approximately 69 acres. The request is to apply the overlay district on the existing R1/3 zoning and would include a development agreement. A development concept is attached that would form the basis of the development agreement. This development, known as Olsen Orchards, received preliminary approval in 2022. The approved preliminary plans represent what is allowed by default in our code. Previously a development agreement was proposed for the area, but was not approved. I have included a brief comparison table to show the differences between the current proposal, the previous development agreement proposal, and the approved preliminary subdivision plan.

	Preliminary	Previous DA	Proposed DA
Acres	57	57	69
Total Units/Lots	147	212	257
Single Family	103	38	151
Single Family (Patio)	0	82	0
Multi-Family	44	92	106*
Homes per Acre	2.58	3.7	3.7
SF Lot Size	15,000 - 22,031	8,700 - 15,456	6,355 - 24,241
Improved Open Space	NA	14.25*	10.16
		<i>*Includes 4 acres wetlands</i>	<i>* Includes 32 'Flex' units that could be residential or commercial</i>

You can see that the overall density is the same as the previously rejected development agreement. In addition the overall open space is less, although the quality of open space is to be determined. Certainly density and the number of townhomes will be a significant discussion point. The quality and size of open space enhancements will determine how the scales balance in terms of density bonus allowed by the city.

Staff recommends clarity on certain details be obtained. These could include:

1. Determination of what the 'Flex' area will be. Our general plan and current zoning supports residential development. If commercial is considered it should be considered in the context of future surrounding uses and design details should be provided.
2. Details for open space – trail construction, planting/landscaping, streetscape plan including street trees, private streets, and treatment along hwy 89. A landscape architect should create the landscape plan.
3. The developer has verbally indicated that they could pay a cash allowance per lot/unit above the number permitted in the preliminary plans. This fund would be used by the city for playground equipment, pavilions, etc. They have not formally proposed what this would be.
4. Details regarding how the wetlands will be mitigated and improved.
5. Phasing plan.

This particular development will require significant utility improvements. A preliminary plan for the following utilities should be part of the development agreement.

1. The culinary water line in 1200 W must be upsized from 6" to 10". The upsized line could benefit other nearby properties and a reimbursement agreement for this could be authorized by the development agreement.
2. A connection to the sewer main line to the west is required.
3. Pineview secondary water, or an acceptable alternative source, is required.
4. A preliminary storm water collection plan should be indicated on the concept plan.

Code Compliance

Zone changes and development agreements are legislative decisions. City Council will be the final land use authority and any information and opinion can be considered when making the decision. Development agreements are completely voluntary for both the applicant and the city. An agreement should be crafted that is beneficial for all parties. The city is under no obligation to approve a proposed agreement. There are many details to finalize with a development agreement of the proposed scope and it is anticipated multiple meetings will be required to come to terms.

Development agreements are outlined in section 15.02 of our municipal code. The concept plan and a draft agreement are attached to this staff report. Our Municipal Code says the following regarding Development Agreements:

The purpose of this chapter is to provide procedures and minimum standards for the review, consideration, and possible approval of development agreements by the City Council. The purpose of development agreements is to allow exceptions or changes to the current code for a specific development, respond to unique aspects of a property or development, further city priorities, bind the Subdivider to agreed upon Improvements and Infrastructure and other development parameters, and above all, create better developments than what could be had without a development agreement. A development agreement may only be approved, if in the opinion of the City Council, such agreement is found:

To recognize the intended character of the subject property by tailoring development standards and requirements that provide more desirable land use planning and regulatory standards than would be possible under the city's existing ordinances: and

To advance the policies and adopted plans of the City.

Considerations and Recommendations

As a legislative item, Planning Commission is not obligated to approve the overlay zone or the development agreement. Both items should be recommended for approval if they are deemed beneficial and desirable.

DEVELOPMENT AGREEMENT

Between

PERRY CITY

and

LYNC CONSTRUCTION, LLC

XX/XX/XXXX

DEVELOPMENT AGREEMENT

Perry Hollow

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Perry City ("City") and Lync Construction, LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in Perry City;

WHEREAS, The Developer's objective is to develop XX single family lots and XX townhomes;

WHEREAS, The City's objective is to only approve a development that supports and advances the health, safety, and welfare of the community, as described and outlined in the general plan, the municipal code, adopted policies, and as otherwise determined by the City Council;

WHEREAS, the Project is currently zoned R 1/3 and the Developer desires to apply the Development Overlay zone along with the terms and provisions contained herein; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site." The Project Site is as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general layout, improvements, and details of the Project is contained in Attachment B: Preliminary Plan.

NOW, THEREFORE, in consideration of the recitals (which are incorporated in the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PREVAILING REGULATIONS

- 1.1. The provisions set forth in Chapter 15.02 of the Perry Municipal Code shall prevail over this Agreement. The provisions of this Agreement shall prevail over conflicting provisions in other sections of the Perry Municipal Code or the Public Works Standards for Development, Design, and Construction ("Standards"). Where this Agreement does not address a certain aspect of the development or where there is ambiguity, then the Perry Municipal Code and city Standards shall prevail. Notwithstanding this Agreement, the Project shall obtain the required land use approvals outlined in the Perry Municipal Code for subdivisions.

2. EFFECTIVE DATE, EXPIRATION, AND TERMINIATION

- 2.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 2.2. Expiration.** The Agreement shall expire 36 months following the most recent plat recording of any approved phase of the development. In the case that no plat has been recorded, the agreement shall expire 36 months from the Effective Date of this Agreement. The Developer may petition the City Council for one 12-month extension.
- 2.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
- 2.3.1.** The term of this Agreement expires;
- 2.3.2.** The Developer defaults on any provision of this Agreement.
- 2.4.** In the case of Expiration or Termination this Agreement shall be void and the Development Overlay zoning designation shall be removed from the subject property(s).

3. DEFINITIONS AND INTERPRETATION

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

- 3.1. Agreement.** This Development Agreement between City and Developer, approved by the City Council, and executed by the undersigned.
- 3.2. City.** Perry City, Utah.
- 3.3. Developer.** Lync Construction, LLC or its assignees as provided in this Agreement.
- 3.4. Force Majeure Event.** Any Event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.

3.5. Parties. The Developer and the City.

3.6. Project. The Olsen Orchards subdivision as set forth in Attachment X hereto.

3.7. Project Site. The land area on which the Project will actually be sited, as more specifically described in Attachment A.

4. PROJECT DESCRIPTION.

X single family lots and X townhomes. X Acres of open space improvements including X feet of trails, one restroom, one pavilion, one playground area, and three dog parks. Cash allowance provided by the Developer to the City for the purchase and installation of open space improvements.

5. SUBJECT PROPERTY DESCRIPTION AND ILLUSTRATION.

See Attachments A and B

6. Cash Allowance.

6.1. Prior to recording a subdivision plat for any portion of the Project, the Developer shall pay XXX per lot/unit shown on the plat to the City. Such funds shall be used by the City for the purchase and installation of open space improvements.

7. VESTING.

7.1. To the maximum extent permitted under the laws of the City, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the City (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.

7.2. Neither the City nor any department or agency of the City shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if

Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with City approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

- 7.3.** The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10 9a 509.5 of the Land Use, Development, and Management Act, as adopted on the Effective Date, Western Land Equities, Inc. v. County of Logan, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.

8. PERMITTED USES

- 8.1.** This Project shall be limited to the uses shown in the approved plans (see Attachment B), including:

8.1.1. ☒ single family, ☒ patio homes, ☒ townhomes

- 8.2.** Following completion of the Development, the properties subject to this Agreement shall comply with the regulations and use requirements of the R1/3 zoning district.

9. INFRASTRUCTURE AND IMPROVEMENTS

- 9.1.** See Attachment B for the improvement plans.

- 9.2.** The following infrastructure shall be constructed in Phase 1 and shall be fully approved and operational prior to any Certificate of Occupancy or Conditional Acceptance being granted.

9.2.1. 12" water main in 1200 W from 3200 S to 3600 S.

9.2.2. Gravity sewer main connection as shown in Attachment B.

9.2.3. Secondary Water System as shown in Attachment B.

- 9.3.** Existing Roads: 1200 W, 3600 S, Highway 89, and Hargis Hill Rd. shall all be completed on the side adjacent to the project area. Completion includes curb, gutter, sidewalk, and asphalt to complete the City road section and meet the standards of UDOT where applicable.

- 9.4.** Reimbursement: Through the land use approval process a reimbursement agreement and/or no access line shall be approved related to the upsized water line in 1200 W.

- 9.5.** Open space amenities: All improvements shall be installed as per this Agreement, or as specified in Attachment B, or as an equal substitute approved in writing by the City Community Development Director.

9.5.1. Natural areas/wetlands: These areas shall be cleaned up and enhanced. All debris, dead plant material, Russian Olive and Elm trees shall be removed. The area shall be enhanced to avoid large muddy and inaccessible areas. Walkways shall be provided through or adjacent to the natural/wetland areas. These areas shall be enhanced through planting desirable native plant material and should follow the recommended species list from "Taking Care of Streams and Rivers in Cache Valley" published by Utah State University Forestry Extension.

9.5.2. Trail and Pedestrian Crossings. Where trails are shown to cross streets the curb and gutter shall come out into the street creating additional landscape areas and a shorter street crossing. The street shall be narrowed to the minimum distance allowed by the city engineer at corners and other pedestrian crossings. Changes in materials and colors shall be used in the crossing to calm traffic and indicate a pedestrian crossing. Both sides of 1200 W shall receive this treatment and the local trail system shall directly connect to the regional Historic Orchard Pathway.

All street corners shall be designed with bulb-outs as shown in the Standards to enhance landscaping and pedestrian crossings.

9.5.3. The preliminary landscape plan included in Attachment B indicates general landscaping. Landscape requirements found in the Perry Municipal Code shall be applied in full to the townhomes developments. All public streets shall be planted with large street trees with 35' maximum spacing. Each phase of development shall include a detailed landscape plan for open space areas and shall include extensive planting areas as approved at the discretion of the City Community Development Director. Final landscape plans shall be created by a Landscape Architect. Planting areas shall utilize native and water-wise plants.

9.5.4. Playgrounds. All playground equipment shall be installed with engineered wood fiber fall material contained with concrete edging and shall meet the manufacturer's recommendations. The following products shall be provided and installed as follows:

9.5.4.1. Skytwister, Sensory by Kompan COR299101

9.5.4.2. Double Zip-line, flat space by Kompan M88102

9.5.4.3. VIP Swing by Berliner

9.5.4.4. Triple Mega Deck modern color by Kompan

9.5.4.5. Portal Swing by Kompan KSW92009, one standard seat, one bird's nest seat, one baby seat

9.5.4.6. Bowery TBD, minimum 1,000 sf

9.5.4.7. Restroom shall be built adjacent or attached to the bowery and shall match materials. Perry City approved door locks shall be provided and installed. Drinking fountain shall be integrated into restroom.

9.5.4.8. Lighting: LP Capsule pedestrian scale lighting by Louis Poulson. Two at south park, two along trail.

9.5.4.9. Trash cans: Gretchen, side opening, by Landscape Forms. Materials to match bench. (Two at south park)

9.5.4.10. Bench: Harpo, 69" wide wood with back, Jarrah wood with Blue Ash, by Landscape Forms. (Two at south park, three along trails)

10. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing, approved by the City Council, and signed by the Developer and City (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

10.1. Project Facility Repair, Maintenance and Replacement. Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

10.2. Authorized Changes, Enlargements, or Alterations. As set forth below, City staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

10.2.1. Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the City's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Community Development Director.

10.2.2. De Minimis Changes. Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and are routine and uncontested.

11. GENERAL PROVISIONS

11.1. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.

11.1.1. Total Assignment of Project and Project Site. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with City Laws.

11.2. Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators,

representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

11.3. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

11.4. Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

11.5. Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

11.6. Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

11.7. Force Majeure Event. A Force Majeure Event shall be promptly addressed by Developer. City agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

12. Notices

12.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by certified mail (return receipt requested).

12.2. Addresses. Notices shall be given to the Parties at their addresses as follows:

12.2.1. City: Perry City Mayor
1950 S Hwy 89
Perry, Utah
84302

And

Perry City Attorney
XXXXXXX

12.2.2. Developer: XXXXXXXXXXXX

- 12.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such Notice or communication shall be given.

13. DEFAULT AND REMEDIES

- 13.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

- 13.2. Remedies.** The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Perry City, and is subject to the enforcement provisions and remedies thereof. In addition, the City may withhold any permits and/or approvals from the Project.

13.2.1. Dispute Resolution Process.

- 13.2.1.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the City shall send department director(s) and City employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

- 13.2.1.2. Mediation.** If the Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

14. ENTIRE AGREEMENT

This Agreement , together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically

intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

15. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATORIES

“City”

Perry City, a body corporate and politic of the State of Utah

By: _____

Kevin Jepps

Mayor, Perry City

DATE: _____

ATTEST: _____

Shanna Johnson

Perry City Recorder

By: _____

Bill Morris

Attorney, Perry City

DATE: _____

"Developer"

XXXXXXXXXX

By:

Print Name:

Title:

DATE: _____

Developer Acknowledgment

State of Utah)

)ss.

County of Davis)

On the _____ day of _____, 20____, personally appeared before me
_____, who being by me duly sworn, did say that he is
the _____ of _____, a limited liability
company, and that the foregoing instrument was signed in behalf of said limited liability company by
authority of its members or its articles of organization; and said person acknowledged to me that said
limited liability company executed the same.

My Commission Expires:

Notary Public, residing in

ATTACHMENT A
Project Area Legal DescriptionS and Graphic Depiction

Subject Properties: 02-038-0069, 02-038-0004, 02-038-0005, 02-038-0010, 02-038-0061

Current Owner(s): WHITE ROCK PARTNERS LLC and RW CUSTOM INC

Property Descriptions:

PARCEL 02-038-0069

PART OF THE SW/4 OF SEC 11, T 08N, R 02W, SLB&M. BEGINNING AT A POINT ON THE SOUTH R/W OF 3600 SOUTH STREET LOCATED 459.94 FT S 89°52'45" E FROM THE W/4 CORNER OF SAID SECTION 11 (BASIS OF BEARING IS THE WEST LINE OF THE NW/4 OF SEC 11, WHICH BEARS N 00°03'07" E). THENCE S 00°46'09" W 330.00 FT; S 89°52'45" E 132.00 FT TO THE WEST LINE OF KUNZLER SUBDIVISION FIRST AMENDMENT, RECORDED AS ENTRY NUMBER 358657 IN THE BOX ELDER COUNTY RECORDER'S OFFICE; ALONG THE BOUNDARY OF SAID KUNZLER SUBDIVISION FIRST AMENDMENT THE FOLLOWING THREE (3) COURSES: 1) S 00°46'09" W 1077.67 FT; 2) S 88°44'07" E 225.72 FT; 3) N 01°27'48" E 317.79 FT (330.00 FT BY RECORD) TO THE SOUTHWEST CORNER OF RICHARD OLSEN ET AL TTEE PROPERTY, TAX ID NUMBER 02-038-0005; S 88°33'22" E 281.33 FT (EAST 260.00 FEET BY RECORD) TO THE NORTHWEST CORNER OF RICHARD OLSEN ET AL TTEE PROPERTY, TAX ID NO. 02-038-00005, THENCE ALONG THE BOUNDARY OF SAID RICHARD OLSEN ET AL TTEE PROPERTY THE FOLLOWING TWO (2) COURSES: 1) S 01°26'38" W (SOUTH BY RECORD) 140.00 FT; 2) S 88°33'22" E (EAST BY RECORD) 704.19 FT TO THE WESTERLY R/W OF HARGIS HILL ROAD; S 24°19'57" W 19.25 FT ALONG SAID WESTERLY R/W LINE TO THE NORTHEAST CORNER OF JOHN TREASE ET AL PROPERTY, TAX ID NUMBER 02-038-0061; ALONG THE BOUNDARY OF SAID JOHN TREASE ET AL PROPERTY THE FOLLOWING THREE (3) COURSES: 1) N 87°14'29" W (N 88°25'54" W BY RECORD) 662.96 FT; 2) S 03°30'14" W (S 01°34'06" W BY RECORD) 360.00 FT; 3) S 87°14'29" E (S 88°25'54" E BY RECORD) 603.19 FT TO SAID WESTERLY R/W LINE; ALONG SAID WESTERLY R/W LINE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 840.08 FT RADIUS NON-TANGENT CURVE, A DISTANCE OF 215.19 FT, CHORD BEARS S 06°58'17" E 214.60 FT, HAVING A CENTRAL ANGLE OF 14°40'36" TO THE NORTHEAST CORNER OF ROBERT VALCARCE ET AL PROPERTY, TAX ID NUMBER 02-038-0025; N 88°36'56" W 1604.85 FT (WEST 1621.70 FT BY RECORD) ALONG THE NORTH LINE OF SAID ROBERT VALCARCE ET AL PROPERTY, AND THEN THE NORTH LINES OF GERALD WILSON PROPERTY, TAX ID NUMBER 02-038-0030, GERRY WILSON ET AL PROPERTY, TAX ID NUMBER 02-038-0031 AND BOYD RICKS TTEE PROPERTY, TAX ID NUMBER 02-038-0028 TO THE EAST R/W LINE OF THE OLD UICRR; N 00°55'15" W (NORTH BY RECORD) 405.20 FT ALONG SAID EAST R/W LINE TO THE SOUTH LINE OF CLIFFORD WOODLAND PROPERTY, TAX ID NUMBER 02-038-0058, THENCE ALONG THE BOUNDARY OF SAID CLIFFORD WOODLAND PROPERTY THE FOLLOWING TWO (2) COURSES: 1) N 89°58'20" E (S 89°25'00" E BY RECORD) 233.36 FT; 2) N 00°04'38" E (N 00°36'00" W BY RECORD) 1403.11 FT TO THE SOUTH R/W LINE OF 3600 SOUTH STREET; S 89°52'45" E 110.75 FT ALONG SAID SOUTH R/W LINE TO THE POINT OF BEGINNING. LESS: [02-038-0068] A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3600 SOUTH STREET LOCATED 419.19 FEET SOUTH 89°52'45" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 11 (BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11 WHICH BEARS NORTH 00°03'07" EAST); AND RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°52'45" EAST 170.75 FEET; AND (2)

EASTERLY TO THE RIGHT ALONG THE ARC OF A 1217.26 FOOT RADIUS CURVE, A DISTANCE OF 1.99 FEET, CHORD BEARS SOUTH 89°49'54" EAST 1.99 FEET, HAVING A CENTRAL ANGLE OF 00°05'38" TO THE NORTHWEST CORNER OF KUNZLER SUBDIVISION FIRST AMENDMENT, RECORDED AS ENTRY NO. 358657 IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°46'09" WEST 513.58 FEET ALONG THE WEST LINE OF SAID KUNZLER SUBDIVISION FIRST AMENDMENT; THENCE NORTH 89°52'45" WEST 166.54 FEET; THENCE NORTH 00°04'38" EAST 513.55 FEET TO THE POINT OF BEGINNING.

PARCEL 02-038-0004

BEGINNING 16.08 CHAINS WEST & 23.10 CHAINS NORTH OF SE CORNER OF SW/4 OF SEC 11, T 08N, R 02W, SLM. THENCE WEST 5.325 CHAINS; NORTH 16.90 CHAINS; EAST 5.325 CHAINS; SOUTH 16.90 CHAINS TO BEGINNING.

ALSO: BEGINNING 23.10 CHAINS NORTH & 21.41 CHAINS WEST OF SE CORNER OF SW/4 OF SEC. THENCE WEST 6.51 CHAINS; NORTH 16.90 CHAINS; EAST 6.51 CHAINS; SOUTH 16.90 CHAINS TO BEGINNING.

PARCEL 02-038-0005

BEGINNING 1110 FT SOUTH & 1060 FT WEST OF CENTER OF SEC 11, T 08N, R 02W, SLM. THENCE WEST 500 FT; SOUTH 140 FT; EAST 500 FT; NORTH 140 FT TO BEGINNING.

PARCEL 02-038-0010

ALL OF THE FOLLOWING TRACT EXCEPT THAT TRACT LYING BETWEEN THE OLD AND NEW HIGHWAYS AS NOW LOCATED: BEGINNING 8.62 CHAINS WEST OF SE CORNER OF NE/4 OF SW/4 OF SEC 11, T 08N, R 02W, SLM. THENCE WEST 7.72 CHAINS; NORTH 19.48 CHAINS; EAST 5.54 CHS; S 06°00'00" E 19.58 CHS TO BEGINNING.

LESS: RES

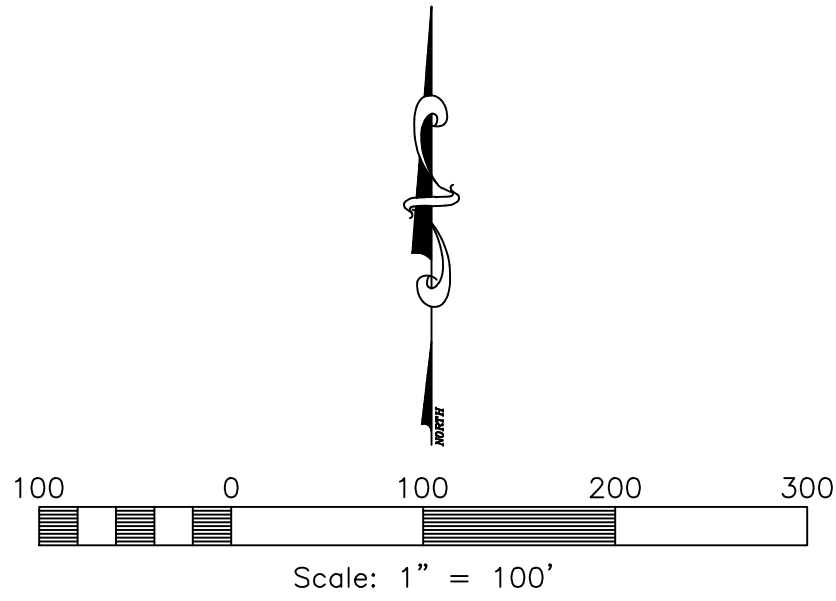
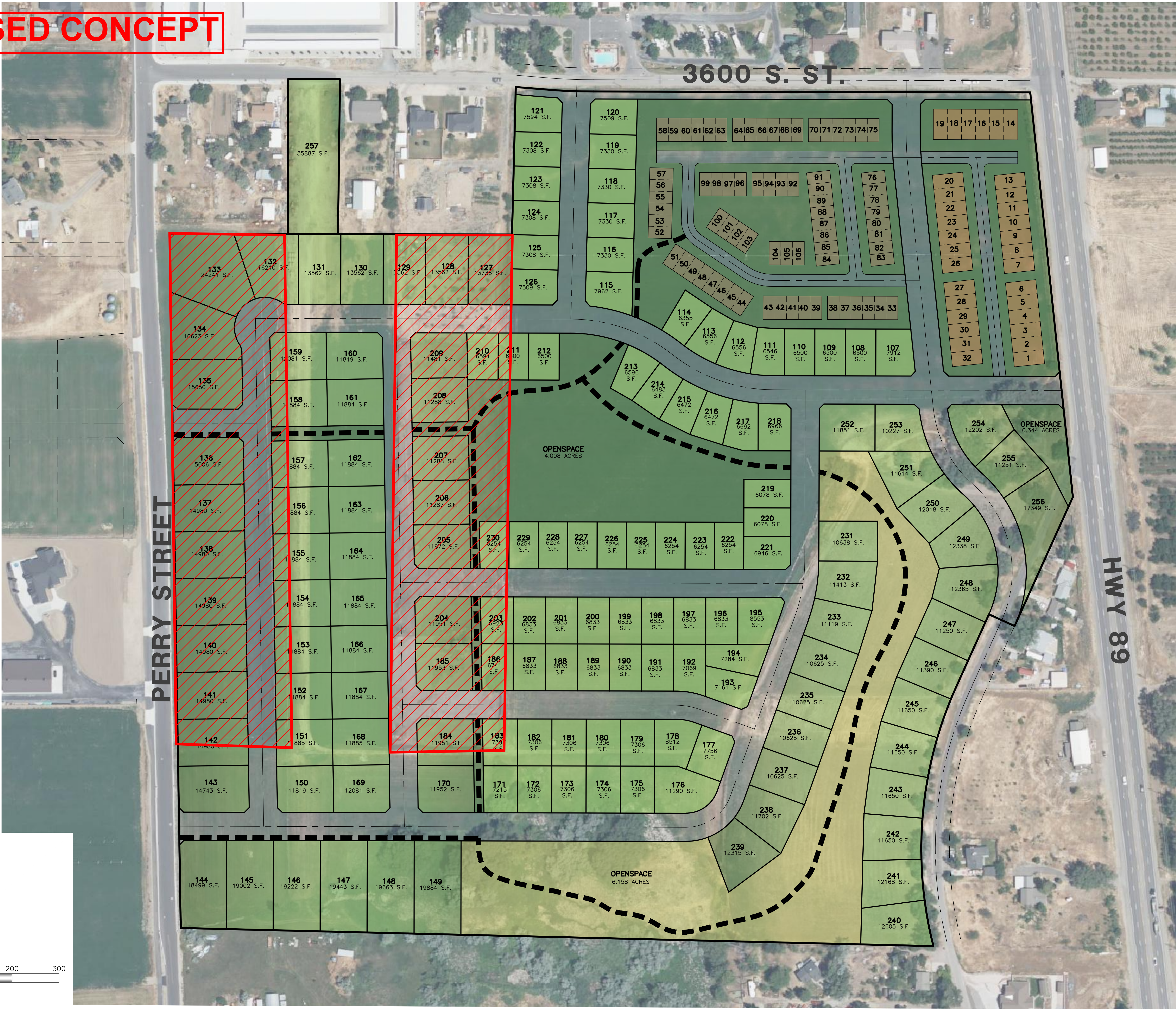
LESS: TRACT 0.51 AC TO SRC ?

PARCEL 02-038-0061

PART OF THE SW/4 SEC 11, T 08N, R 02W, SLM. BEGINNING AT A POINT ON WEST R/W LINE HARGIS HILL RD, LOCATED N 01°23'48" W 969.30 FT ALONG EAST LINE SD SW/4 & N 90°00'00" W 959.37 FT FROM SE CORNER SD SW/4. THENCE N 88°25'54" W 603.19 FT; N 01°34'06" E 360.00 FT; S 88°25'54" E 662.96 FT TO SD WEST R/W LINE; TO THE LEFT ALONG THE ARC OF 840.00 FT RADIUS CURVE, A DISTANCE OF 367.86 FT, CHORD BEARS S 10°59'45" W 364.93 FT ALONG SD R/W LINE TO POB.

DRAFT

PROPOSED CONCEPT



SITE DATA

FLEX SPACE.....	32
TOWNHOME.....	74
6,000+ S.F. SINGLE FAMILY.....	72
10,000+ S.F. SINGLE FAMILY.....	79
TOTAL.....	257

Developer:
Pat Burns
Lync Development
1946 W 5600 S
Roy, UT. 84067
(801) 710-2234

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-3666 WWW.REEVE-ASSOC.COM
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

RA

REVISIONS	DESCRIPTION
DATE	

Olsen Orchards
PART OF THE SE 1/4 OF SECTION 10 T.8N., R.2W., S.11B. & M., U.S. SURVEY
PERRY, BOX ELDER COUNTY, UTAH

Concept Plan

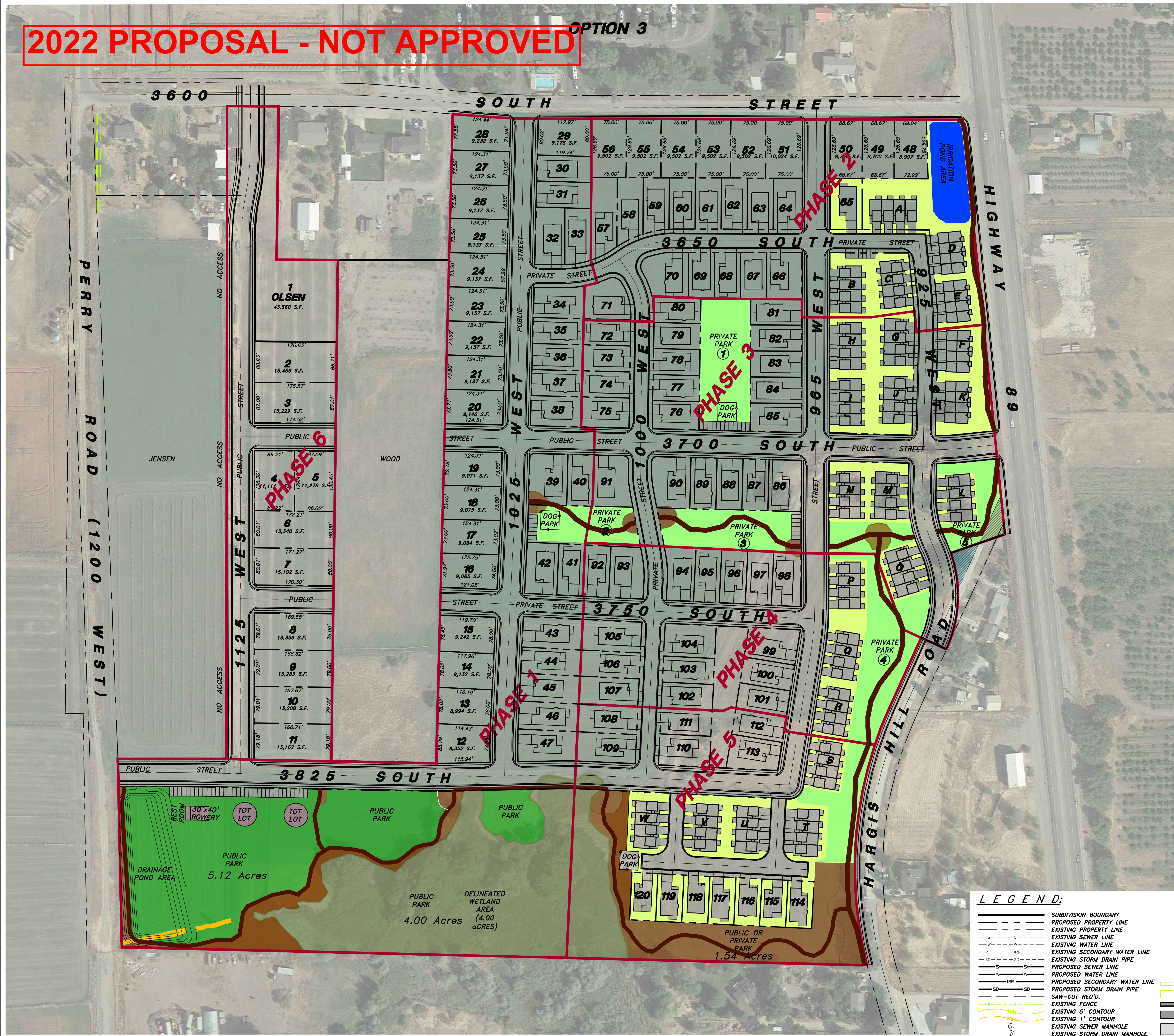
Project Info.	
Engineer:	N. Reeve
Planner:	C. Cave
Designer:	E. Roche
Date:	6-7-24
Name:	OLSEN ORCHARDS
Number:	6298-35

Sheet	1
1	1

N:\2021\21-151 Gene Stephens Perry Development\Drawings\21-151 v19 CP4 06-30-22.dwg, 7/1/2022 4:52:12 PM, DWG To PDF.pc3

2022 PROPOSAL - NOT APPROVED

OPTION 3



PROPOSED DEVELOPMENT

SINGLE FAMILY LOTS	38
4 PLEX BUILDINGS (23)	92
PATIO HOMES	82
TOTAL UNITS	212

PUBLIC PARKS	5.12 Acres
NATIONAL MAPPING WETLANDS ...	4.09 Acres
OPTIONAL PUBLIC PARK	1.54 Acres
TOTAL PUBLIC PARK	10.75 Acres

PRIVATE PARK #1	0.66 Acres
PRIVATE PARK #2	0.42 Acres
PRIVATE PARK #3	0.57 Acres
PRIVATE PARK #4	1.50 Acres
PRIVATE PARK #5	0.35 Acres
TOTAL PRIVATE PARKS	3.50 Acres

TOTAL PARKS	14.25 Acres
TOTAL PROJECT AREA	55.92 Acres
PERCENTAGE PARKS	25.5%

PROPERTY SWAP AFTER HARGIS HILL ROAD
VACATION - APPROX 2,425 s.f. EACH

OLSEN ORCHARDS

THE PROPOSED OLSEN ORCHARDS PROJECT IS LOCATED ON FIVE PARCELS COMPRISING XXX51.8 ACRES, COMMONLY TERMED THE 'BARNEY OLSEN' PROPERTY IN SOUTH PERRY ON THE SOUTH SIDE OF 3600 SOUTH STREET. THE MULTI-FACETED DEVELOPMENT CONSISTS OF THREE HOUSING TYPES WITH A TRANSITIONAL ENVIRONMENT FROM TOWNHOMES TO PATIO HOMES TO SINGLE FAMILY LOTS. THE SINGLE FAMILY HOMES FORM A PERIMETER BUFFER. THE TOWNHOME UNITS ARE GROUPED IN 4-PLEX BUILDING UNITS - THE UNITS BORDERING HIGHWAY 89 MAY HAVE THE FRONT FACADES FACING THE HIGHWAY. THE PATIO HOMES ARE EXPECTED TO BE A WELCOMED HOUSING ADDITION, AFFORDING SENIORS THE OPPORTUNITY TO EXPERIENCE LIVING ON A SINGLE LEVEL; UPPER STORY SPACE CAN BE PROVIDED AS DESIRED. THESE HOMES WILL FORM THE HEART OF THE CENTRAL PART OF THE PROJECT. THE TOWNHOMES AND PATIO HOMES COMMON AREAS WILL INCLUDE LANDSCAPED AREAS THAT WILL BE DEDICATED AS PUBLIC PARKS. PUBLIC TRAILS WITH INTERCONNECTIVITY WILL BE PROVIDED; VISITOR PARKING STALLS WILL BE INSTALLED AT KEY LOCATIONS. THE SOUTHERLY AREA CONSISTS OF POTENTIAL MAPPED WETLANDS - THESE WILL BE DEDICATED AND CRAFTED INTO AN OPEN SPACE SETTING. EXCLUDING THE GREEN AREAS AROUND THE TOWNHOMES AND PATIO HOMES, THE PUBLIC PARK AREAS COMPRISE 12.76 ACRES (25% OF TOTAL). AMENITIES INCLUDE A BOWERY, TOT LOTS AND DOG PARKS.

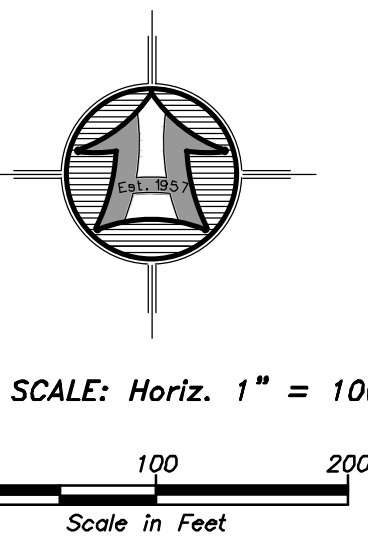
UTILITIES-WISE, THE PROJECT WILL PROVIDE A SUBSTANTIAL PUBLIC BENEFIT BY EXTENDING THE NEW CITY CULINARY WATERMAIN 2,800 FEET SOUTHWARD FROM THE PERRY LANDING PROJECT TO 3600 SOUTH STREET. THE SITE TOPOGRAPHICALLY FALLS APPROXIMATELY 50 FEET FROM THE NORTHEAST TO THE SOUTHWEST CORNER. SEWERING PLANS ARE TO HAVE ALL HOMES GRAVITY FLOW TO THE SOUTHWEST CORNER. STORMWATER DETENTION WILL TAKE PLACE IN THE SOUTHWEST LOCATION. THE SITE CURRENTLY HAS GRAVITY IRRIGATION WATER FROM PINEVIEW (NEARLY 70 ACRE-FEET) AND THE NORTH WILLARD IRRIGATION COMPANY - THESE FLOWS WILL BE CONVERTED INTO A PRIVATE PRESSURIZED SECONDARY WATER SYSTEM FOR THE DEVELOPMENT.

THE PROJECT WILL PROVIDE THREE ACCESS LOCATIONS ONTO 3600 SOUTH STREET AND WILL LOOP TO PERRY ROAD; PUBLIC STREET ACCESS STUBS WILL BE PROVIDED TO NEIGHBORING PROPERTIES.

THE OLSEN ORCHARDS PROJECT WILL CONSIST OF A VARIETY OF HOUSING TYPES, CREATING LIVING ENVIRONMENTS FOR THOSE OF EVERY AGE IN A COHESIVE, WELL-TRANSITIONED COMMUNITY

LEGEND:

---	SUBDIVISION BOUNDARY	---	EXISTING STORM DRAIN INLET
---	PROPOSED PROPERTY LINE	---	EXISTING WATER METER
---	EXISTING PROPERTY LINE	---	EXISTING FIRE HYDRANT
---	EXISTING SEWER LINE	---	EXISTING LIGHT POLE
---	EXISTING WATER LINE	---	PROPOSED SEWER MANHOLE
---	EXISTING SECONDARY WATER LINE	---	PROPOSED STORM DRAIN MANHOLE
---	EXISTING STORM DRAIN PIPE	---	PROPOSED STORM DRAIN INLET
---	PROPOSED SEWER LINE	---	PROPOSED WATER METER
---	PROPOSED WATER LINE	---	PROPOSED FIRE HYDRANT
---	PROPOSED SECONDARY WATER LINE	---	EXISTING CURB & GUTTER
---	PROPOSED STORM DRAIN PIPE	---	EXISTING SIDEWALK
---	SAW-CUT REO'D.	---	PROPOSED CURB & GUTTER
---	EXISTING FENCE	---	PROPOSED SIDEWALK
---	EXISTING 5' CONTOUR	---	PROPOSED ASPHALT PAVEMENT
---	EXISTING 1" CONTOUR		
---	EXISTING SEWER MANHOLE		
---	EXISTING STORM DRAIN MANHOLE		



HANSEN & ASSOCIATES, INC.
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Visit us at www.hansen.net
Brigham City, Utah 84302
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(435) 734-8272
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HANSEN & ASSOCIATES, INC.

Drawn By: SRH Date: 07/01/22
Designed By:
Checked By:
Approved By:
Scale: 1" = 100'
Drawing File: 21-151-19.dwg
JOB NUMBER: 21-151

CONCEPTUAL SITE PLAN FOR
OLSEN ORCHARDS
1111 WEST 3600 SOUTH
PERRY CITY, BOXELDER COUNTY, UTAH
A Part of the Southwest Quarter of Section 11
Township 8 North, Range 2 West, S.L.B.24M.

Sheet

1

of

3

Sheets

NORTHWEST CORNER OF SEC. 11,
T. 8 N., R. W. W., SLB&M
FOUND B.E. CO. BRASS CAP MON.

APPROVED PRELIMINARY PLAN

FOUND B.E. CO. WITNESS CORNER
BRASS CAP MONUMENT

WEST QUARTER CORNER OF SEC. 11,
T. 8 N., R. W. W., SLB&M
CALCULATED POSITION FROM B.E. CO.
BRASS CAP WITNESS MONUMENT

LEGEND

- SUBJECT PROPERTY LINE
- INTERIOR LOT LINE
- ADJOINING PROPERTY LINE
- BUILDING SET BACK LINE
- CENTERLINE
- PUBLIC UTILITY EASEMENT (PUE)
- FENCE LINE
- EXISTING EDGE OF ASPHALT
- EXISTING EDGE OF GRAVEL
- FOUND REBAR SET BY OTHERS
- SET 5/8"x24" REBAR WITH CAP
- SECTION CORNER

NOTE:

- ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 10.0 FOOT WIDE UNLESS OTHERWISE NOTED.
- REBAR AND CAP SET ON ALL CORNERS AS SHOWN.

PLANNING COMMISSION APPROVAL

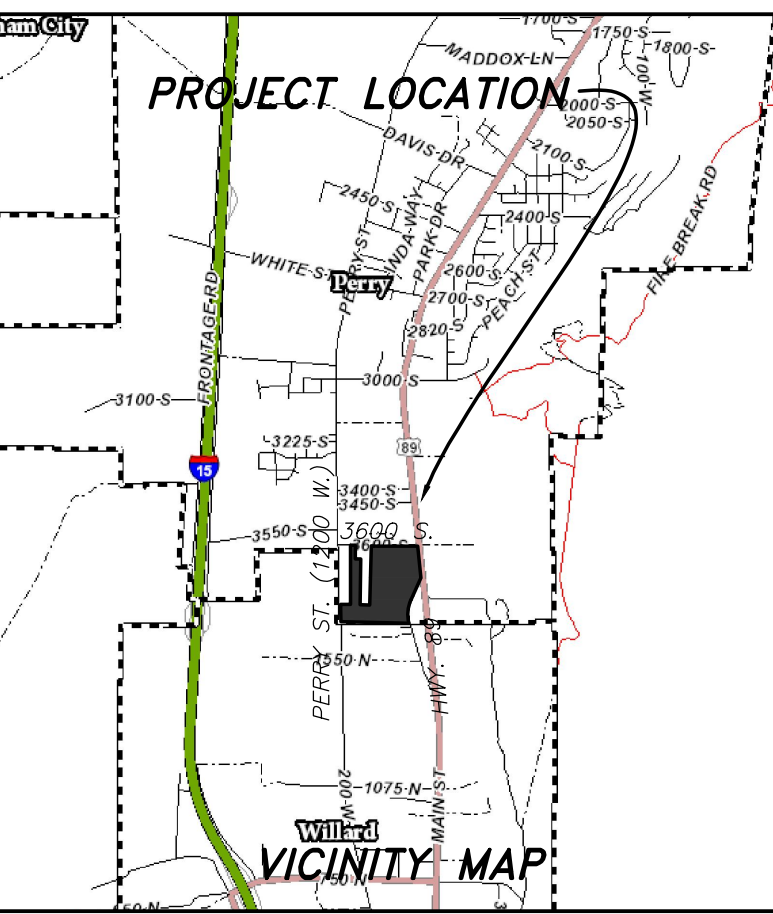
APPROVED THIS _____ DAY OF _____ A.D., 2022
BY THE PERRY PLANNING COMMISSION.

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY
OF _____ A.D., 2022

ATTORNEY



HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City Ogdén Logan
(435) 723-3491 (801) 399-4905 (435) 752-8272
Celebrating over 65 Years of Business

DEVELOPER:
GENE STEPHENS
(801) 710-4005

BOYD RICKS TTEE
02-038-0028

GERRY WILSON ETAL
02-038-0031

GERALD WILSON
02-038-0030

VALGARCE ETAL JT
02-038-0025

"PRELIMINARY"

OLSEN ORCHARDS

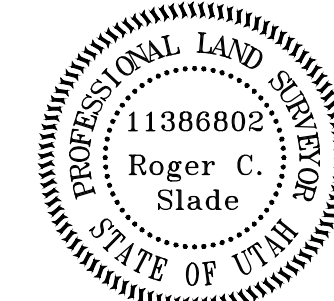
PERRY CITY, BOX ELDER COUNTY, UTAH
A PART OF THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY AMENDED AND SUBDIVIDED SAID TRACT INTO NINETY FOUR (94) LOTS, 44 TOWNHOMES AND PARCELS A & B, KNOWN HEREAFTER AS OLSEN ORCHARDS AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS _____ DAY OF _____, 2022.

ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENCE NO. 11386802



SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3600 SOUTH STREET LOCATED 349.19 FEET SOUTH 89°52'45" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 11 (BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11 WHICH BEARS NORTH 00°03'07" EAST);

RUNNING THENCE SOUTH 89°52'45" EAST 110.75 FEET; THENCE SOUTH 00°46'09" WEST 330.00 FEET; THENCE SOUTH 89°52'43" EAST 132.00 FEET; THENCE SOUTH 00°46'09" WEST 1077.67 FEET; THENCE SOUTH 88°44'03" EAST 225.72 FEET; THENCE NORTH 01°27'48" EAST 1396.71 FEET; THENCE SOUTH 85°16'08" EAST 63.95 FEET; THENCE EASTERLY TO THE LEFT ALONG THE ARC OF A 1266.95 FOOT RADIUS CURVE, A DISTANCE OF 101.95 FEET, CHORD BEARS SOUTH 87°34'28" EAST 101.93 FEET, HAVING A CENTRAL ANGLE OF 04°36'39"; THENCE SOUTH 89°52'43" EAST 930.64 FEET; THENCE SOUTH 06°01'20" EAST 748.14 FEET; THENCE SOUTH 24°19'57" WEST 572.70 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE, A DISTANCE OF 565.73 FEET, CHORD BEARS SOUTH 05°02'18" WEST 555.10 FEET, HAVING A CENTRAL ANGLE OF 38°35'18"; THENCE NORTH 88°36'56" WEST 1604.30 FEET; THENCE NORTH 00°55'15" WEST 405.20 FEET; THENCE NORTH 88°58'20" EAST 233.29 FEET; THENCE NORTH 00°04'38" EAST 1403.11 FEET TO THE POINT OF BEGINNING. CONTAINING 56.96 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE AMENDED AND SUBDIVIDED INTO LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT OLSEN ORCHARDS AND HEREBY DEDICATE, GRANT AND CONVEY TO PERRY CITY, BOX ELDER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO PERRY CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY PERRY CITY.

IN WITNESS WE HAVE HERETO SET OUR SIGNATURE THIS _____ DAY OF _____, 2022.

DANIEL STEPHENS, MANAGER OF BLACKPINE, LLC - MANAGER OF WHITE ROCK PARTNERS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, DANIEL STEPHENS, WHO BEING BY ME DULY SWORN DID SAY AND ACKNOWLEDGE THAT HE IS A MANAGER OF BLACKPINE, LLC - MANAGER OF WHITE ROCK PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY ("LLC"), WHICH LLC IS THE OWNER OF THE REAL PROPERTY LISTED HEREIN, AND EXECUTED THE FOREGOING INSTRUMENT AS THE AUTHORIZED AGENT OF THE LLC, AND THAT SAID AUTHORIZATION TO SIGN ON BEHALF OF THE LLC CAME PURSUANT TO A RESOLUTION OF THE MANAGERS, THE CERTIFICATE OF ORGANIZATION, AND/OR THE OPERATING AGREEMENT OF THE LLC.

NOTARY PUBLIC

APPROVAL AND ACCEPTANCE

PRESENTED TO THE _____ THIS _____ DAY OF _____ A.D., 2022
AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____ RECORDER _____ MAYOR

ENGINEER'S CERTIFICATE

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE PERRY CITY OFFICE.

DATE _____ ENGINEER _____

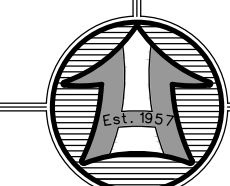
COUNTY RECORDER'S NO.

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND
FILED AT THE REQUEST OF _____
DATE _____ TIME _____ FEE _____
ABSTRACTED _____
INDEX _____
FILED IN: _____ FILE OF PLATS
COUNTY RECORDER _____

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND TO SET THE PROPERTY CORNERS OF THE SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THIS SURVEY WAS ORDERED BY GENE STEPHENS. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS THE EXISTING BOX ELDER COUNTY SURVEYOR MONUMENTATION SURROUNDING SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, S.L.B.&M.

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION WHICH BEARS NORTH 0°03'07" EAST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.



SCALE: 1" = 100'
0 100 200
Scale in Feet
(Data in Parentheses is Record)

June 6, 2024
Planning Commission Meeting
Virtual Meeting
7:00 p.m.

Commissioners Present: Chairman Stephan Moss, Commissioner Marcus Wager, Commissioner Beth Thompson, and Commissioner Blake Broadhead

Commissioners Absent: Vice Chairman Ryan Vaughn, Commissioner Jan Kerr, and Commissioner Paul White

City Staff Present: City Administrator Bob Barnhill, City Attorney Chris Crocket, Planning Secretary Tyra Bischoff

Others Present: Ashley Young (City Council Member), Joseph Duran, Dale Sterrett, Karen Sterrett, Brad Wilkenson, Serena Cummings, Cody Cummings, Julie Jones, Jeremy Jones, and Melanie Barnhill (on-line)

Commissioner Kerr made a motion to elect Commissioner Wager temporary chair until Vice Chairman Vaughn arrives. Commissioner White second the motion.

All in Favor.

1. Call to Order and Opening Ceremonies
Chairman Stephen Moss called the meeting to order.

A. Declare Conflict of Interest, if any
None.

2. Action Items
A. Public Hearing: Ordinance 24-E Request to apply Development Overlay Zone with a Development Agreement located at approximately 3200 S 1200 W Parcel #02-034-0126 Applicant; Robert Anderson

Mr. Barnhill said this preliminary subdivision has come before to the Planning Commission. The Development Agreement for Perry Landing Subdivision was requested because it was outside the procedure and outside the code. "Development agreements are completely voluntary and neither the developer nor the city are obligated to enter into an agreement. The developer is asking for an allowance to locate all townhomes together, in one multi-family district, at the west end of the development" (June 27, 2024, Staff Report). The staff report mentioned a few reasons why the developers wanted to make these changes from the approved plans. He explained that the Planning Commission needed to determine if the benefit to the city or community offered by the developer to allow this deviation from our code is justified. They would make a recommendation on whether to approve this request and perhaps give suggestions for improvements to this plan.

Commissioner Broadhead asked if the open space area was only available for the townhomes and managed by the HOA and if so, they might consider charging a fee for public use.

Chairman Moss opened the public hearing at 7:10 p.m.

50
51 Karen Sterrett – questioned why approving a new plan for the reason of inconvenience of the HOA. She
52 voiced her concerns for who would own the HOA, about parking with putting all of them at the bottom,
53 property values, town homes decreasing her home value. She said there was a clear reason why the
54 original plans were approved but a clear reason has not been presented for the newly requested
55 (Development Agreement) plans.

56
57 Serena Cummings – said she was opposed to this change because of the density ordinance and what
58 other rules will be bent in future. She questioned if Phase 3 will leave the road unfinished and voiced her
59 concern of the density increasing traffic during development and long term. She expressed that when
60 she purchased her lot, she was told several things about the neighboring development with the
61 intention of maybe one townhome, but this proposed plan would put 20 homes and families instead of
62 one.

63
64 Julie Jones – said she was recently on the Planning and Zoning Commission, and she originally fought for
65 the multi-family housing in Phase 1 of this development but eventually approved it. She mentioned that
66 when she moved to Perry, she looked at the nearby zoning which was one main factor in her purchasing
67 the house she now lives in. At that time, she looked at the city zoning maps and was told it would be
68 single-family homes and not townhomes. She noted that the developers could have moved the
69 townhomes across the street so they would not back up to existing homes. She said that she has driven
70 in townhome areas in Brigham City to see the parking or increased traffic issues and recommends
71 alleviating the traffic concerns that the developer consider end cap stall on the side of the town homes.
72 She thinks it would be better to have them grouped together and better for the HOA.

73
74 Jeremy Jones – expressed that he feels the proximity of an HOA property to each other is important, it
75 creates a nice sense of community and if left separate the people up the street will be paying for a park
76 they do not use. He said that the maintenance and care of HOA usually goes to third party, or the
77 homeowners and it would be better for them to have houses together for maintenance.

78
79 Joseph Duran – asked for clarification if this requirement was a city or county code. He said Julie Jones
80 brought up a good point to move lots 9-12 townhomes over to lots 37-38 and that it would not affect
81 the city code. He commented that he was against having the townhomes together and with having
82 Phase 3 in the middle of the development. His reasoning on this was because of snow removal, egress
83 for emergency vehicles, and only one access for Phase 1 and Phase 2. He expounded on the egress with
84 parking for parties, lowered property value with townhomes, and reminded them that paying for an
85 HOA is more than just the park because they are paying for maintenance and repairs.

86
87 Dale Sterett – said it makes sense for all previously mentioned. He agrees with the reasoning to have the
88 townhomes swapped in the middle and to change the phases so there will be a continuous road and
89 lowering the burden on 3200 S traffic.

90
91 Serena Cummings – shared additional comments that she agrees with moving the townhomes across
92 the street. She explained that she surveyed her neighbors yesterday, in general all were opposed to

townhomes and phasing but most of the neighbors on the north side of 3225 S were neutral with the change.

Chairman Moss closed the public hearing at 7:34 p.m.

Commissioner Wager said this request came to the Planning Commission last month and there was a split decision. He does not think moving to this plan benefits the city. He can see the wisdom of putting the four units on the other side of the street and putting them together on the north side.

Commissioner Broadhead commented that the specific number of townhomes per quadrant should follow the (density map) city code. He feels if they open it up to the future for changes there will be continued requests to allow more changes.

Commissioner Thompson said she agrees not to allow this change, this was the first Development Agreement that the city was presented. The city should follow the grid as established and not open it to changes (they should set a precedence). She hoped for public comment and mentioned that sometimes the state dictates what the city must do but the Planning Commission does the best they can.

Commissioner Moss mentioned that he thinks there was a way to make this work but does not think what was presented was enough benefit to the city to make the adjustment.

MOTION: Commissioner Wager motioned that they forward a recommendation to the City Council of denial for Ordinance 24E. Based on current code that they can work with that and make it work in their development already. Plus, there is already an approved plan for them if they just want to stick with that. Commissioner Broadhead seconded the motion.

Roll Call Vote:

Commissioner Thompson, Yes
Commissioner Wager, Yes
Commissioner Broadhead, Yes
Commissioner Moss, Yes

Motion Approved

Mr. Barnhill noted that this recommendation will likely be at the City Council meeting for June 27th.

3. Approval of the Minutes

A. May 2, 2024 Regular Planning Meeting

MOTION: Commission Marcus Wager made a motion to approve the May 2, 2024, regular Planning Commission meeting minutes. Commissioner Thompson seconded the motion.

All In Favor

4. Discussion

138 **A. Multi-Family Housing**

139 Mr. Barnhill said the City Council adopted the rest of the code but took out and put on hold the multi-
140 family development in Neighborhood Commercial (NC2) zone. He mentioned the multi-family unit
141 maximum 35 feet height requirement was the same as single family homes, but topography makes them
142 seem higher. The Council Members want to revisit changing the height limits along with the setback
143 requirements and adding the 4-attached unit (four-plex) limitation in the code. He showed picture
144 examples of multi-family units in other cities that address some of the same concerns discussed in
145 previous meetings.

146
147 The Planning Commissioners discussed how the 35 feet height was calculational and ways to improve
148 consistency in the code on this requirement. They mentioned narrow setbacks along the busy roads in
149 other cities and did not want that in Perry City. There were comments and Mr. Barnhill mentioned that
150 the City Council felt that they do not want to micro-manage more than they already do because they do
151 have the city grid to help with controlling (the density) limits. Chairman Moss recommended they bring
152 this discussion back when there are more Planning Commissioners in attendance.

153
154 They requested a proposal in verbiage for the starting point on the maximum height requirement and
155 proximity of the unit cantilevers with the house entrance and setbacks.

156
157 **B. July meeting (pick TBD date for July Planning Meeting)**

158 Mr. Barnhill said that there were not any applications at this time. The Planning Commissioners decided
159 to cancel the July meeting.

160
161 **C. Future Projects**

162 Mr. Barnhill said that the next project will be the continuation of the multi-family discussion.

163
164 **D. Report on past-approved Planning Commission Agenda Items**

165 Commissioner White attended the City Council meeting but was not at this meeting to give the
166 information. Mr. Barnhill reported that they adopted a code amendment but modified it before it was
167 approved.

168
169 **E. Report from Commissioner regarding previous Council Meetings**

170 None.

171
172 **F. Make Assignments for Representative to Attend City Council Meetings (June 13th and**
173 **27th)**

174 Commissioner Broadhead said he could attend the June 27th meeting.

175
176 **5. Public Comment**

177 Serena Cummings – asked if the city has met the state and city multi-family housing requirements and if
178 so may building them be paused. Mr. Barnhill responded that currently the city submits reports on how
179 they are planning to include multi-family units. Ms. Cummings asked what she can do as a citizen to add
180 voice and give push back to the state requirements. Commissioner Moss responded to reach out to the
181 local representatives for the state legislator.

182
183 Karen Sterrett – asked if there were plans for road improvements on 1200 West. Mr. Barnhill responded
184 that most of that road was going to be rebuilt with a (walking/bike) trail project. He said there were
185 design delays, but he was hopeful they would be approved, and the work started soon.

186
187 6. Training

188 A. Staff

189 None needed but Mr. Crocket mentioned that there were recent Supreme Court cases about
190 Development Agreements that he wanted to study before he reported (trained) on them.

191
192 7. Review Next Agenda and Adjourn

193 A. Items for July agenda (next meeting TBD)

194 Mr. Barnhill said he was not aware of anything for this meeting.

195
196 B. Motion to Adjourn

197
198 Motion: Commissioner Thompson made a motion to adjourn the meeting. Commissioner Wager
199 seconded the motion.

200
201 All In Favor

202
203 The meeting ended at 8:14 p.m.