

CLINTON CITY PLANNING COMMISSION AGENDA ITEM

SUBJECT: 8:00 p.m. – Resolution No. 18-15 - Review and action upon a request from Ivory Development, Nick Mingo, for a recommendation to the City Council for approval of an Amendment to the Preliminary Plat and Development Agreement for Cranefield Estates and Clubview at Cranefield Estates, located at approximately 3650 West on 2300 North.	AGENDA ITEM:		
PETITIONER: Ivory Homes	MEETING DATE: July 7, 2015		
ORDINANCE REFERENCES: Subdivision Ordinance	ROLL CALL VOTE: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;">X YES</td> <td style="text-align: center; width: 50%;">NO</td> </tr> </table>	X YES	NO
X YES	NO		
BACKGROUND: <ul style="list-style-type: none"> ▪ Cranefield Subdivision was approved through a Development Agreement during the Annexation process. ▪ The Agreement outlines everything that was approved as part of the development from the golf course to the lift station. ▪ The Agreement has been amended three times: first was to add Clubview; second deleted commercial property and added church site; third created a school site. ▪ This Amendment removes wetlands that were determined to be in the Development. Removal is based upon a Wetlands Delineation Study and concurrence by the Army Corps. This has resulted in a 10 lot increase and changes in open space. ▪ Other changes in this Amendment are associated with the 3000 West improvement's. ▪ I have attached a draft of the Fourth Amendment along with the original Development Agreement. ▪ I have not had a thorough opportunity to compile comments related to the preliminary plat. 			
RECOMMENDATION: <ul style="list-style-type: none"> ▪ At this point we are not prepared to approve the preliminary plat, I recommend that Planning Commission thoroughly review the original and fourth amendments to the Development Agreement. ▪ Review the amended preliminary plat. ▪ Table action to July 21, pending a complete review and full staff recommendation. 			
ATTACHMENTS: Fourth Amendment to the Development Agreement Amended Preliminary Plat			
SEPARATE DOCUMENTS: Development Agreement for Cranefield Estates (PRUD) Wetland Delineation Approval Wetland Delineation			

Respectfully submitted,

Lynn Vinzant, Com. Dev. Dir.

AMENDMENT FOUR
DEVELOPMENT AGREEMENT
FOR
CRANE FIELD ESTATES (PRUD)

THIS AMENDMENT THREE TO THE DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the _____ Day of _____, 2015, by and between CLINTON CITY, a Utah municipal corporation, hereinafter referred to as the “City”, CLINTON CITY SANITARY SEWER SPECIAL SERVICE DISTRICT, a special service district established in Clinton City, Utah, hereinafter referred to as the “Service District”, IVORY DEVELOPMENT, LLC, A Limited Liability Partnership, hereinafter referred to as the “Developer” and JAMES A. ALAND, private land owner, hereinafter referred to as the “Golf Course Developer.” Developer and Golf Course Developer are jointly referred to as “Developers”.

Recitals

- A.** The Development Agreement and Amendments for Crane Field Estates (PRUD), hereafter referred to as the Development Agreement, were recorded with the Davis County Recorder’s Office, February 26, 2007, Entry Number 2247621, Book 4227, Page 2233; Amendment One was recorded with the Davis County Recorder’s Office, May 24, 2007, Entry Number 2273606, Book 4290, Page 1102-1111; Amendment Two was recorded with the Davis County Recorder’s Office, November 1, 2010, Entry Number 2563911, Book 5142, Page 16940-1648; Amendment Three was recorded with the Davis County Recorder’s Office, June 29, 2012, Entry Number 2670613, Book 554, Page 1650-1657.
- B.** In accordance with the provisions of the Development Agreement §25, the Developers have requested an amendment to the preliminary plat from those of the recorded Development Agreement as shown in the Amendment.
- C.** The number of lots allotted in Section 9c, is amended by this Amendment and is as indicated on the Preliminary Plat attached hereto.
- D.** Plans for open space, wetlands preservation and development of open space have been modified due to reevaluation of wetlands.
- E.** City has made improvements to 3000 West north of 2300 North that would have been the responsibility of the Developers and the City has reimbursed the Developer for oversizing storm drain pipe installed in the Development.
- F.** No other changes are included in this Amendment; all other provisions of the original Development Agreement remain the same.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developers hereby agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
2. Legal Description: The property to which this Amendment is outlined in Exhibit "A" to this Amendment. This description is the same as in the recorded Development Agreement.
3. Amendment: Exhibit "B" to the Development Agreement is amended as shown in this document and it will be this Preliminary Plat that is used in evaluating and processing all future phases of the Development.
4. Amendments: The following sections to the original development agreement are amended to read:
 - §8. Wetlands: Developers have provided a new Delineation Study, June 2014 (Updated July 2014), and Wetland Delineation Approval from the U.S. Army Corps of Engineers, October 16, 2014. This letter indicates that the waters identified in the Study "are not currently regulated by the Corps of Engineers." Due to the Study and Approval areas indicated on the preliminary plat as Parcels to be preserved as wetlands are no longer required. This does not alive the Developers of all responsibility related to Wetlands or the possibility of Wetlands.

§ 9.c.i.

Lot Sizes and Design:

- i. The total density of the PRUD shall not exceed five hundred thirty four (534) lots for the area (293.20 acres).

§ 9.f.ii

Park Ivory. Second Amendment indicated a neighborhood park in the vicinity of Black-Crown Crane Loop. This Fourth Amendment Deletes the neighborhood park.

5. Addition: The following section has been added.

Page 7; Item # 9.f.v.

9. f. Club Ivory/Park Ivory/Park and Subdivision Monument

v. Parcel B shall be developed with Phase 5 as a landscaped area for use and to be maintained by the members of the homeowners association. Landscaping shall include, as a minimum the following items:

(1) Automatic sprinkler system

(2) Decorative fence along 2300 N designed to keep children playing in the landscaped area from running into the roundabout or 2300 North.

(3) Landscape perimeter with bushes, trees and shrubs with the majority of the area in sod.

vi. A five (5) foot landscape strip shall be included in the preliminary plat. The landscape strip will parallel 3000 West and be located adjacent to the right-of-way line. The landscape strip shall be developed with the first phase being developed adjacent to 3000 West. The landscape strip and adjacent parkstrip shall be maintained by the members of the homeowners association. Landscaping shall include, as a minimum the following items:

(1) Automatic sprinkler system.

(2) Six (6) foot solid fencing on the property line between the landscape strip and adjacent lots. Fencing shall be of a durable material approved by the City.

(3) Landscaping shall be decorative trees and shrubs, in a repetitive pattern with mulch in the landscape strip.

(4) The parkstrip along 3000 West, adjacent to the landscape strip shall be part of the automatic sprinkler system and shall have sod planted.

9. n. Storm Drain:

ix. City is allowed to run storm water across undeveloped portion of the Development to drain run-off from the east associated with improvements within the planned drainage area, specifically 3000 West and the land east of 3000 West between 3000 West and the Layton Canal. City will maintain ditches associated with the drainage until the area where the open drainage is developed.

6. Exhibits: All Exhibits of the Development Agreement remain valid other than Exhibit "B".

7. Exhibits: All Exhibits of the Development Agreement remain valid other than Exhibit "B".

In witness whereof the parties have executed this agreement the day and year first above written.

“DEVELOPER”

Name

Signature

Title

Date

“SERVICE DISTRICT

L. Mitch Adams
Name

Signature

Chairman
Title

Date

Attest

Dennis W. Cluff, CEO/Secretary

Date

ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER
SPECIAL SERVICE DISTRICT OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF _____ }

On the ____ day of _____, 2015, personally appeared before me L Mitch Adams, Chairman of Clinton City Sanitary Sewer Special Service District and Dennis W. Cluff, Clinton City Sanitary Sewer Special Service District Recorder, who being by me duly sworn or affirmed, did say that they are the Chairman and CEO/Secretary respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____

“CITY”

L. Mitch Adams
Name

Signature

Mayor
Title

Date

Attest

Dennis W. Cluff, Recorder

Date

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF _____ }

On the ____ day of _____, 2015, personally appeared before me L Mitch Adams, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____

EXHIBIT "A"

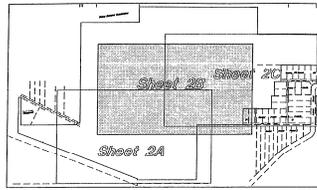
CRANE FIELD ESTATES (PRUD) PROPERTY DESCRIPTION

A part of the Southeast quarter of Section 19, the Southwest Quarter of Section 20, the Northwest Quarter of Section 29 and the Northeast Quarter of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of the Southwest Quarter of said Section 20, running thence South $0^{\circ}04'13''$ West 1322.39 feet along the Quarter Section line to the existing West Point City Corporate limits; thence North $89^{\circ}59'31''$ West 2594.94 feet along said Corporate limits; thence North $0^{\circ}00'52''$ East 73.25 feet; thence North $89^{\circ}59'08''$ West 1354.99 feet; thence northeasterly along the arc of a 2635.30 foot radius curve to the right a distance of 1194.64 feet (Long Chord bears North $13^{\circ}00'24''$ East 1184.44 feet); thence and North $25^{\circ}59'16''$ East 104.94 feet to the North line of said Section 30; thence East 1012.36 feet to the southeast corner of said Section 19; thence North $0^{\circ}04'59''$ West 2040.70 feet to the County lines; thence South $89^{\circ}54'41''$ East 2639.20 feet along said line to the East line of the southwest Quarter of said Section 20; thence South $0^{\circ}16'03''$ West 2036.60 feet along said line to the point of beginning.

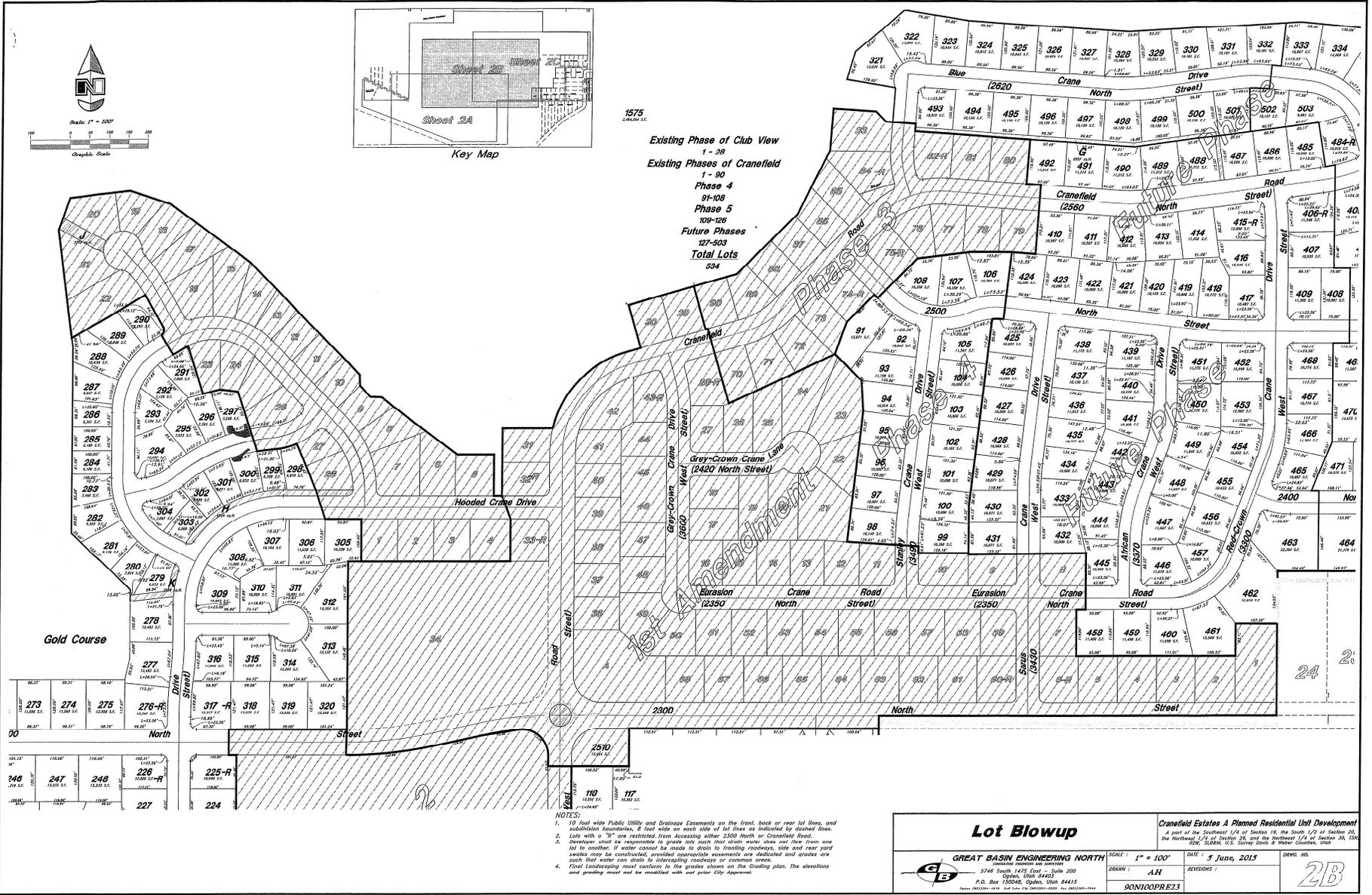


Scale: 1" = 100'
 0 50 100 150 200
 Graphical Scale



Key Map

Existing Phase of Club View
 1 - 28
 Existing Phases of Cranefield
 1 - 90
 Phase 4
 91-108
 Phase 5
 109-126
 Future Phases
 127-503
 Total Lots
 534



- NOTES:
- 10 foot wide Public Utility and Drainage Easements on the front, back or rear lot lines, and subdivision boundaries, if not shown on each side of lot lines as indicated by dotted lines.
 - Lots with a "B" are restricted from Accessing either 2350 North or Cranefield Road.
 - Overseer shall be responsible to grade into north that drain water does not flow from one lot to another. If water cannot be made to drain to existing roadways, site and rear yard swales may be constructed; accepted acceptable easements are delineated and crossed over such that water can drain to intersecting roadways or common areas.
 - Final Landscaping must conform to the grades shown on the Grading plan. The elevations and grading must not be modified without prior City Approval.

Lot Blowup

GREAT BASIN ENGINEERING NORTH
 5748 South 1475 East - Suite 200
 Ogden, Utah 84403
 P.O. Box 155048, Ogden, Utah 84415
 Phone: (801) 466-1010 Fax: (801) 466-1002 TTY: (801) 466-1044

SCALE: 1" = 100'
 DRAWN: AH
 DATE: 5 June, 2015
 REVISIONS: 1
 90NICOPE23

Cranefield Estates A Planned Residential Unit Development
 is part of the Southwest 1/4 of Section 28, the South 1/2 of Section 29, the Northwest 1/4 of Section 28, and the Southwest 1/4 of Section 30, T38N, R10E, S28M, S.C. Garfield County, Utah



