

City of Hurricane

Mayor John W. Bramall City Manager Clark R. Fawcett

Planning Commission

Mark Borowiak, on leave
Michelle Cloud
Paul Farthing, Chairman
Rebecca Bronemann
Chris Christensen
Ralph Ballard
Shelley Goodfellow
Mark Sampson
Dayton Hall, Vice Chairman

AGENDA OF A MEETING OF THE HURRICANE CITY PLANNING COMMISSION 6:00 p.m.

Wednesday, August 26, 2020

Notice is hereby given that the Hurricane City Planning Commission will hold a Regular Meeting commencing at 6:00 p.m. in the **147 N 870 W, Hurricane, UT**. A roll call will be taken, along with the Pledge of Allegiance and prayer and /or thought by invitation.

6 p.m. Public Hearing to take comments on the following:

- A Zoning Map amendment request on 5200 W Turf Sod Road from RA-1, residential agriculture 1 unit per acre, to R1-10, residential 1 unit per 10,000 square feet, to build houses on 10,000 to 12,000 square foot lots.
- 2. A proposed Land Use Code amendment to Title 10 Chapter 13 and Chapter 14 regarding side yard street setbacks for accessory buildings within Residential Agriculture and Residential zones.

Details on these applications are available in the Planning Department at the City Office, 147 N. 870 West

Old Business:

2020-ZC-27	Consideration and possible recommendation to the City Council on A Zoning Map
	amendment request located on the southeast corner of 600 N & 2260 W from M-
	1, light industrial, to RM-3, multifamily 15 units per acre, for affordable housing.
	GVS Holdings, LLC Applicant. Dave Nasal Agent

New Business:

2020-ZC-28	Consideration and possible recommendation to the City Council A Zoning Map
	amendment request on 5200 W Turf Sod Road from RA-1, residential agriculture 1
	unit per acre, to R1-10, residential 1 unit per 10,000 square feet. James, Gregory C
	Trust Applicant, Oren Bless Agent.

2020-CUP-06	Consideration and possible approval of a conditional use permit for an accessory building 21' 6" tall located in a R1-10 Zone, at 2734 S 3970 W. Mark Stephenson Applicant.
2020-PP-15 2020-PSP-07	Consideration and possible recommendation to the City Council on a Preliminary Plat and Preliminary Site Plan for Zion Vista Phase 2, a PDO Development located at Arlington Parkway and 650 S. RR Penga Applicant. Psomas Agent
2020-FSP-12	Consideration and possible approval of a final site plan for Lone Rock Condo's, located at Old Hwy 91 and Foothills Canyon Drive. Lone Rock Condominiums LLC Applicant.
2020-FSP-13	Consideration and possible approval of a final site plan for Hurricane Views and Village Plat A, located at 2180 W and around 300 S. Hurricane Views, LLC Applicant, Clark Colledge Agent.
2020-LUCA-04	Consideration and possible recommendation to the City Council on a proposed Land Use Code amendment to Title 10 Chapter 13 and Chapter 14 regarding side yard street setbacks for accessory buildings within Residential Agriculture and Residential zones.

Planning Commission Business:

Approval of Minutes: July 22, 2020

Adjournment

HURRICANE CITY PLANNING COMMISSION

SIGN IN SHEET

DATE: 8/26/2020

Name (please print)	Name (please print)
KARL RASMUSSEN	
RICH HANSEN	
Mark Stephenson	
Lasy Stephenson	
DAVE NASTE	
Dannie Garre	
BA W	
HARISA VAUGHU	
-	

ZONE CHANGE APPLICATION

City of Hurricane 147 North 870 West Hurricane, UT 84737 (435) 635-2811 FAX (435) 635-2184

Fee: \$500.00

For Office Use Only:
File No. 2020-26-27

Receipt No. 6.141374

Name: C-VS HOLDINGS LLC Telephone:	135-705-4474
Address: 1999 W. CANYOW VIEW DR Fax No.	
Agent (If Applicable): DAVE NASAL Telephone:	
Email: DAVENALARE 6MAIL. CON Agent Email:	
Address/Location of Subject Property: SWITH EAST CORNER OF GOO	ON \$ 2260 W
Tax ID of Subject Property: H-3-1-32-1105-RD Existing Zone Di	istrict: M-\
Proposed Zoning District and reason for the request (Describe, use extra RM-3 PROPERTY IS BORDERED BY TWO MAIN R	a sheet if necessary) ROADS, STORA 62
UNITS AND RH.3. NERO MORE AFFORDABLE HOUSING	
Submittal Requirements: The zone change application shall provide the fo	ollowing:
The name and address of every person or company the application. An accurate property map showing the existing and proposed classifications; C. All abutting properties showing present zoning classification. An accurate legal description of the property to be rezoned; Stamped envelopes with the names and addresses of all property. Stamped envelopes with the property proposed for rezon. Warranty deed or preliminary title report or other document (such showing evidence that the applicant has control of the property.	d zoning as; erty owners within ning.
Note: It is important that all applicable information noted above a submitted with the application. An incomplete application will a Planning Commission consideration. Planning Commission meet second Thursday and fourth Wednesday of each month at 6:0 Planning Department for the deadline date for submissions. Or is deemed complete, it will be put on the agenda for the next Planeeting. A deadline missed or an incomplete application could delay. ***********************************	not be scheduled for tings are held on the 00 p.m. Contact the nce your application lanning Commission I result in a month's
(Office Use Only)	**********
Date Received: Application Complete:	YES NO
Date application deemed to be complete: Completion determination n	made by:

STAFF COMMENTS

Agenda:

August 26, 2020

File Number: 2020-ZC-27

Type of Application:

Zone Change, Legislative

Applicant:

GVS Holdings

Agent:

Dave Nasal

Request:

Zone Change from Light Industrial (M-1) to Multi-Family 15 Units an

Adjacent Land Use

Acre (RM-3)

Location:

600 N and 2260 W

General Plan:

Commercial

Zoning

Existing Zoning:

M-1

Discussion: The applicant is seeking to change the zoning on the property from M-1 to RM-3, which would change the zoning from light industrial uses to residential and allow up to 15 units of multifamily an acre. The application has stated that "Property is bordered by two main roads, storage units, and RM-3. Need more affordable housing".

North	R1-8 PDO	Sky Mountain Golf Course and Development
East	RM-3	Apartment Buildings
South	M-1	Storage Units and Industrial Uses
West	M-1	Industrial Uses

Zoning

To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

1. Is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan?

Response: The General Plan Map shows the area as future commercial uses. The area adjacent to the property to the north and east is shown as multi-family development. However, there has been a concern from some on the City Council and staff that there is too high concentration of multi-family in the area.

The zoning is located in an area the meets the general guidelines set out by the General Plan and Moderate Income Housing Plan.

While the City cannot control the housing market, it can take steps to ensure housing options continue to be available for all residents of all income ranges and ages. These include locating appropriate land use designations for multi-family housing, manufactured home communities, and townhome development. Ensuring these land use designations are located in areas convenient to shopping, transportation, and jobs will help families keep transportation costs lower. (Hurricane, Moderate-Income Housing Plan, 2019, p. 6)

It may be appropriate to review if this parcel should be considered to be made multi-family on the general plan map before approving a zone change. With the City currently working on the General Plan Map, staff would recommend that it be considered during this process, and the rezone wait until the City approves the new map.

2. Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?

Response: The proposed zoning will match the development to the east and is surrounded by industrial uses. Development to the north has been approved as a multi-family development as part of the Front Nine and Back Nine Developments.

3. Will the proposed amendment affect the adjacent property?

Response: The change may or may not have an increased impact on the area as opposed to industrial uses. Some light industrial uses may have a more significant impact, or less depending on what is developed on the property.

Are public facilities and services adequate to serve the subject property?

Response: There are adequate facilities in the area to support the rezone. There will need to be sewer piped under 600 N. There are a couple of water pressure zones in the area, and the applicant will need to design accordingly. There is power at 500 N and 2260 W, and the developer would need to bring power across the street to the development.

There is a concern from staff about the impact on 2260 W and other roads in the area with the increased traffic load and believes it needs further consideration.

Findings:

Staff makes the following findings:

- 1. The proposed amendment is not generally compatible with the goals and policies of the current General Plan.
- 2. The proposed amendment is generally in harmony with the overall character of existing development in the area.

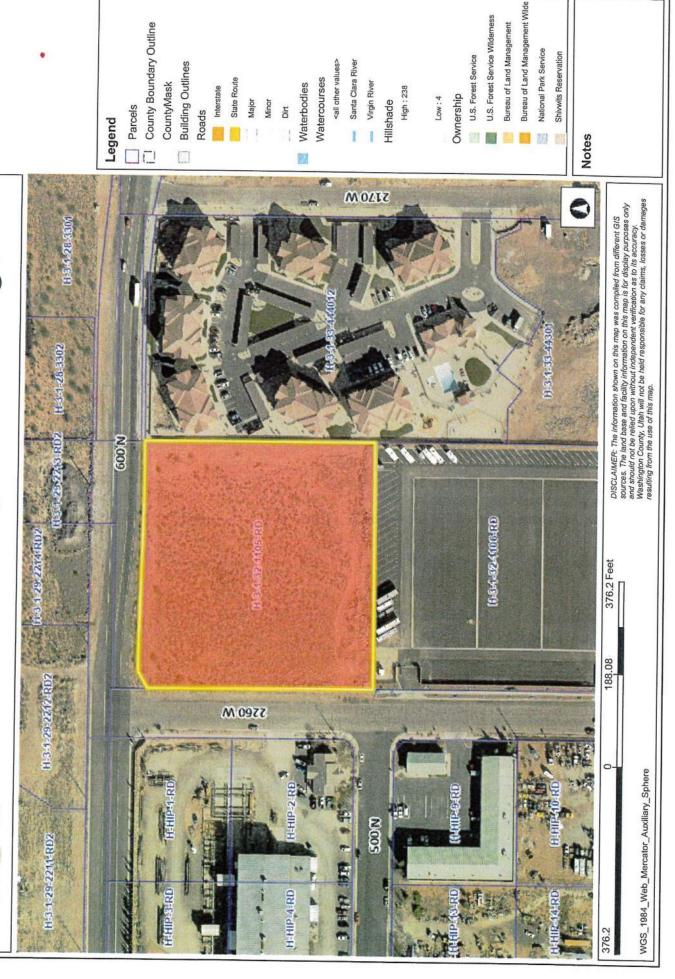
- 3. Public facilities are adequate to provide service to the development, but roadway may need a traffic impact study.
- 4. The proposed amendment will have a noticeable increased impact on the area, but is comparable to the development around the parcels.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards as well as take into consideration the comments from residents. Staff does not recommend approval of the proposed zone change without a change of the General Plan Map to take place first.

JUISMITTAL D. C EMUNNO ZONING M.1 PROPOLED ZONING - RM-3 R1-8 PC R1-8 Gotf Course Mainten **PF** Shops R1-8 PC R1-8 R1-8 R1-8 PF R1-8 R1-8 W 600 N W 600 N M-1 M-1 M-1 M-1 arce M-1 M-1 M-1 M-1 M-1 **RM-3** W 500 N M-1 N.2280 W M-1 M-1 M-1 N 2460 W M-1 N 2170 W. M-1 M-1 M-1 M-1 M-1 **RM-3** M-1 W 350 N RM-3 M-1 M-1 M-1 M-1 GC N 2260 W M-1 M-1 M-1 M-1 M-1 RM-3 PF N 2170 W M-1 City of Hurricane GIS, Bureau c PC



GVS Holdings Zone Change



Brienna Spencer

From: Bill Zitting <bill@zittingconstruction.com>
Sent: Wednesday, August 26, 2020 4:11 PM

To: Brienna@cityofhurricane.com

Subject: 8-26-20 planning commission meeting

I'm writing to oppose idem 2020-ZC-27

1- we are property owner's to the east of the subject land and there is plenty of multifamily in this area

2- I tried to get more multifamily east one block of the applicant's land and the city staff told me there is to much multifamily in this area.

3- the plan for years has been to have a light industrial (storage units and RV parking) buffer between heavy industrial and multifamily. I think there will be big problems if you have heavy industrial and multifamily on the same street

Best Regards,



Zitting Construction Companies 256 W 100 S, Hurricane UT 84737

Office: (435) 635-4068 Cell: (435) 691-4060

bill@zittingconstruction.com



Teach InfoWest Spam Trap if this mail is spam:

Spam

Not spam

Forget previous vote

REMEMBER: Never give out your account information, password, or other personal information over e-mail.

ZONE CHANGE APPLICATION

City of Hurricane

147 North 870 West For Office Use Only: Hurricane, UT 84737 File No. 2020 - 2C - 28 (435) 635-2811 Receipt No. 7.659 248 FAX (435) 635-2184 Telephone:435-703-3092 Address: 3799 W 240 N, Huncaple Fax No. Agent (If Applicable): _ ORN Bliss Telephone: 435-201-2018 0. bliss 45@ gmAil. Com Agent Email: 0. bliss 45@ gmAil. Com Address/Location of Subject Property: 5200 W Turk Tax ID of Subject Property: Existing Zone District: RA-Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) RI-10 > to Build HOUSES ON LOX'TO 12,000 Square Fe Submittal Requirements: The zone change application shall provide the following: The name and address of every person or company the applicant represents; An accurate property map showing the existing and proposed zoning classifications: All abutting properties showing present zoning classifications; An accurate legal description of the property to be rezoned; Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay. ****************************** (Office Use Only) Date Received: Application Complete: NO Date application deemed to be complete: _____ Completion determination made by: ___

Fee: \$500.00

STAFF COMMENTS

Agenda: August 26, 2020 File Number: 2020-ZC-28

Type of Application: Zone Change, Legislative

Applicant: James Gregory C Trust

Agent: Oren Bliss

Request: A zone change from Residential Agriculture-1 (RA-1) to Residential

Agriculture -0.5 (RA-0.5)

Location: 5200 W and Turf Sod Road

Low-Density Single Family 1-4 Units an acre General Plan:

Existing Zoning: RA-1

Discussion: The applicant is seeking to rezone their 10-acre parcel from RA-1, single acre lots, to R1-10, which would allow 10,000 sq. ft. lots. The standards for R1-10 can be found in Hurricane City Code 10-13.

	Zoning	Adjacent Land Use
North	RA-1	Farm Fields and Open Space
East	RA-1 Ag. Protection	Ash Creek Ag. Projection Area
South	R1-10	Single Family Development
West	RA-1	Farm Land and Open Space

To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows the area as a future low-density single-family 1-4 units an acre. An R1-10 would allow around 3.5 - 4 units an acre depending on right-of-way dedication. The R1-10 Zoning would comply with the General Plan.

The City is currently evaluating the General Plan and General Plan Map. Though the property aligns presently with the General Plan, that may change when the Plan is updated.

2. Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?

Response: The properties directly south of the proposal, Pecan Valley, is a combination of R1-10 Development and Recreation Resort Zoning. However, most of the surrounding area is farmland, and directly to the east of the property is active farmland within an ag. protection overlay. Ash Creek has mentioned they would like lighter density adjacent to their property.

3. Will the proposed amendment affect the adjacent property?

Response: If the zoning request is granted, the applicant would have some impact on the area. Most of Turf Sod Road is not fully developed but has adequate capacity to handle the likely impact of rezone. The applicant would also be required to fence the property line adjacent to the agriculture protection zone and uses as required in Hurricane City Code 10-39-11 Subdivision Streets and Fencing.

4. Are public facilities and services adequate to serve the subject property?

Response: Access and shape of the parcel would limit some of the parcel's developability without the partnership of neighboring land. Roadways and any subdivision would need to take into account the overall width of the property. The applicant would not be able to put in a long cul-de-sac down the center but would have to ensure the roadway ties into the surrounding properties. There is limited Power in the area, and the applicant would likely need to upgrade the power system to the property. Sewer will not gravity feed into the surrounding system, and the applicant would probably need to install a pump station. There is water in the area, but the applicant would need to perform a water model to ensure there is enough capacity.

Findings:

Staff makes the following findings:

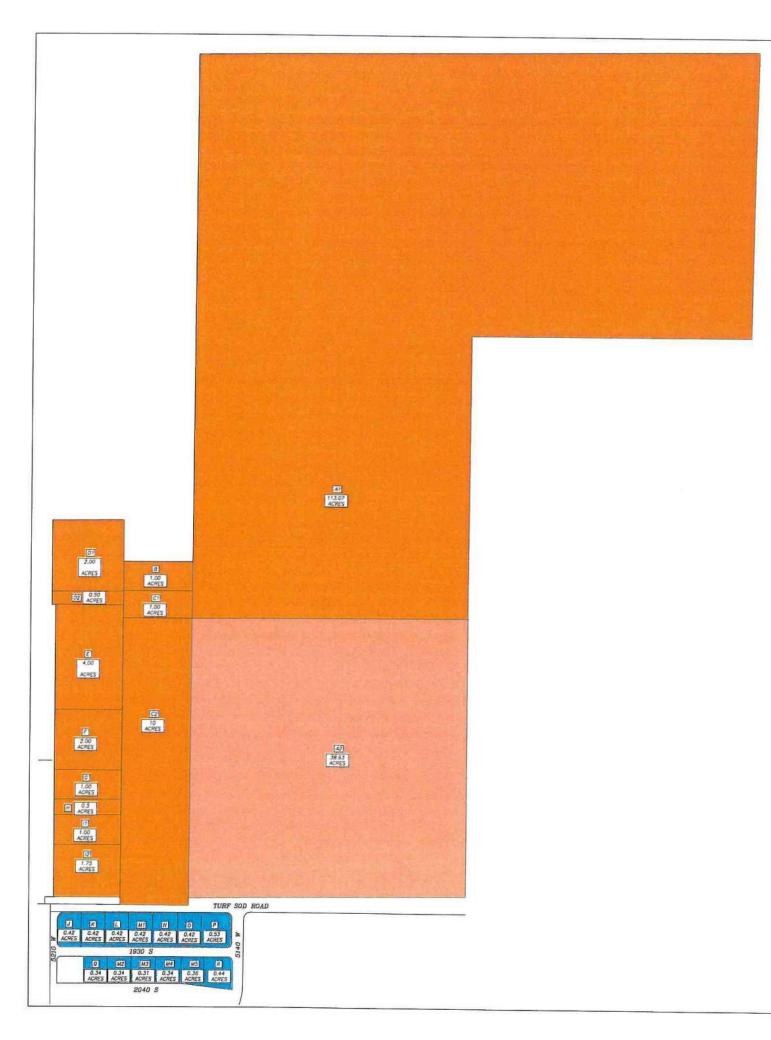
- 1. The proposed amendment is compatible with the goals and policies of the General Plan. However, the City is currently updating the General Plan and Maping.
- 2. The proposed amendment is generally in harmony with the residential subdivision to the south but may conflict with other uses in the area.
- 3. Public facilities will need to be upgraded to serve any subdivision of the property.
- 4. The proposed amendment will have a slight increase impact on the area, but that impact is anticipated within the General Plan.

Recommendation: Staff recommends that the Planning Commission review this application and the zone change based on standards and consider the comments from residents. Staff recommends approval based on the findings above.



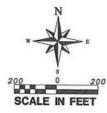
James Gregory C Trust Zone Change





EXISTING ZONE EXHIBIT FOR: JAMES GREGORY C TR

LOCATED IN SECTION 10, T42S, R14W, S.L.B.&M. HURRICANE, WASHINGTON COUNTY, UTAH



OWNER LEGEND:

ASH CREEK SPECIAL SERVICE DISTRICT— PARCEL: H-4128
ASH CREEK SPECIAL SPECIAL DISTRICT— PARCEL: H-4120-A-1
BLAKE JEFFREY R— PARCEL: H-4127-V
JAMES GREGORY C TR— PARCEL: H-4127-B
BLAKE BEN R— PARCEL: H-4127-U
BLAKE BEN R— PARCEL: H-4127-T
BLAKE ROYAL W— PARCEL: H-4127-S
LARSEN LAYNA B— PARCEL: H-4127-R
BETTRIDGE DANI J— PARCEL: H-4127-Q
BLAKE JEFFREY R— PARCEL: H-4127-P
JORGENSON KEENAA— PARCET: H-4127-N BLAKE JEFFREY R— PARCEL: H—4127—P
JORGENSON KEENAA— PARCEL: H—4127—N
JORGENSON KEENAA— PARCEL: H—4127—M
THOMAS STUART & MARCI— PARCEL: H—PEV—1—7
PETERSEN DANEN & LUCILLE— PARCEL: H—PEV—1—6
JENSEN DOUGLAS M & SONYA— PARCEL: H—PEV—1—5
PECAN VALLEY DEV LLC— PARCEL: H—PEV—1—10
PECAN VALLEY DEV LLC— PARCEL: H—PEV—1—11
PECAN VALLEY DEV LLC— PARCEL: H—PEV—1—11
PECAN VALLEY DEV LLC— PARCEL: H—PEV—1—13
HALTERMAN WAYNE O & TIMA J— PARCEL: H—PEV—1—3
STEINECKERT BRANDEN L— PARCEL: H—PEV—1—2
WYLER CHRISTOPHER W— PARCEL: H—PEV—1—1
CHENEY FINANCIAL SERVICES INC— PARCEL: H—PEV—1—9
PROWS REED M & STEPHANIE— PARCEL: H—PEV—1—9



PROVALUE ENGINEERING, INC. Engineers- Land Surveyors - Land Planners 20 Solan 860 flows, Solar 1 Harriston City, Units 60171 Proce. (435) 648-63971

LEGAL DESCRIPTION

SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST AS A PUBLIC ROADWAY BEGINNING AT A POINT BEING NORTH 01'11'02" EAST, 1330.35 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 10, FROM THE SOUTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE NORTH 83'31'11 WEST, 342.46 FEET, THENCE NORTH 87'31'10" EAST, 35.00 FEET, THENCE SOUTH 88'33'11" EAST, 342.46 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 10; THENCE SOUTH 01'11'02" WEST, 35.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING

TOTAL ACREAGE: 10 ACRES

EXISTING ZONE LEGEND:

RA-1: RESIDENTIAL AGRICULTURAL — 1 UNIT PER ACRE R1-10: RESIDENTIAL — 1 UNIT PER 10,00 Sq.Ft. A-5: AGRICULTURAL — 1 UNIT PER 5 ACRE

ZONE EXHIBIT FOR: U OREGORY SECTION 10, 1 WASHINGTON O LAMES

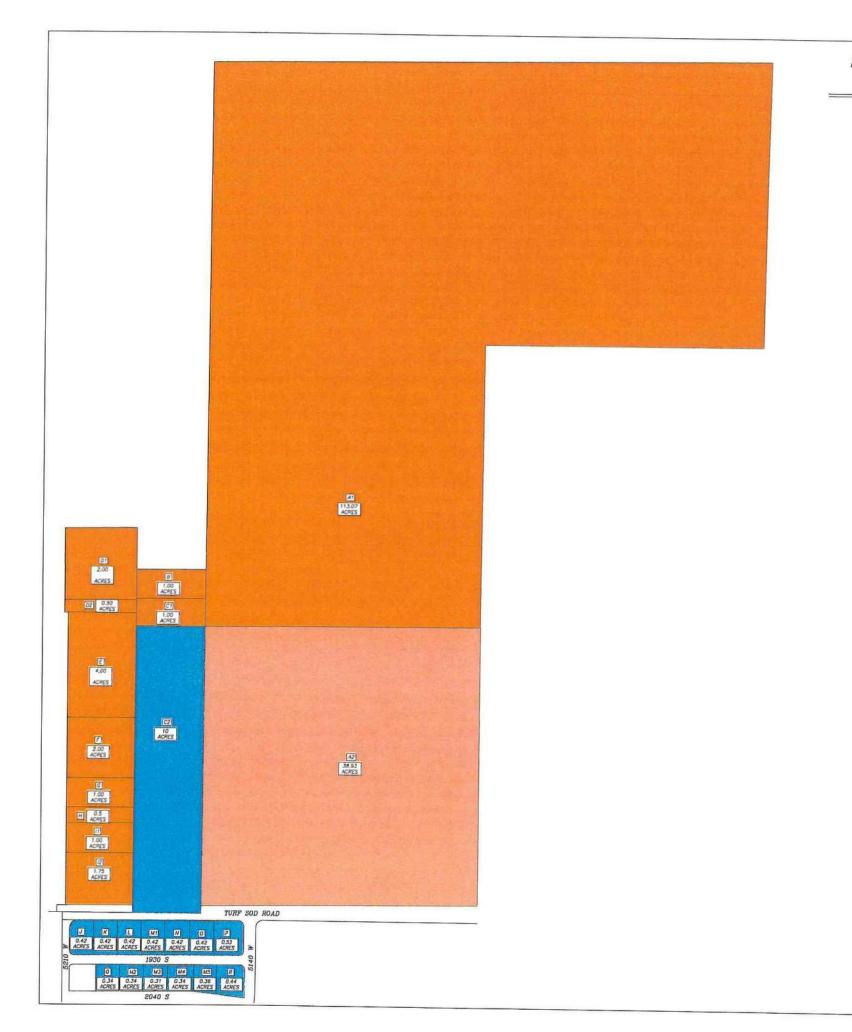
DATE: 8-6-2020 SCALE: 1'+200'

559-001

2 OF 2







PROPOSED ZONE CHANGE EXHIBIT FOR: JAMES GREGORY C TR

LOCATED IN SECTION 10, T42S, R14W, S.L.B.&M. HURRICANE, WASHINGTON COUNTY, UTAH



SCALE IN FEET

OWNER LEGEND:

ASH CREEK SPECIAL SERVICE DISTRICT— PARCEL: H—4128
ASH CREEK SPECIAL SPECIAL DISTRICT— PARCEL: H—4120—A—1
BLAKE JEFFREY R— PARCEL: H—4127—C
JAMES GREGORY C TR— PARCEL: H—4127—B
BLAKE BEN R— PARCEL: H—4127—B
BLAKE BEN R— PARCEL: H—4127—T
BLAKE BEN R— PARCEL: H—4127—T
BLAKE ROYAL W— PARCEL: H—4127—R
BETTRIDGE DANI J— PARCEL: H—4127—R
BETTRIDGE DANI J— PARCEL: H—4127—Q
BLAKE JEFFREY R— PARCEL: H—4127—N
JORGENSON KEENAA— PARCEL: H—4127—N
JORGENSON KEENAA— PARCEL: H—4127—M
THOMAS STUART & MARCI— PARCEL: H—PEV—1—7
PETERSEN DOUGLAS M & SONYA— PARCEL: H—PEV—1—5
PECAN VALLEY DEV LIC— PARCEL: H—PEV—1—10
PECAN VALLEY DEV LIC— PARCEL: H—PEV—1—10
PECAN VALLEY DEV LIC— PARCEL: H—PEV—1—11
PECAN VALLEY DEV LIC— PARCEL: H—PEV—1—12
PECAN VALLEY DEV LIC— PARCEL: H—PEV—1—13
HALTERMAN WAYNE O & TIMA J— PARCEL: H—PEV—1—3
STEINECKERT BRANDEN L— PARCEL: H—PEV—1—2
WYLER CHRISTOPHER W— PARCEL: H—PEV—1—2
PROWS REED M & STEPHANIE— PARCEL: H—PEV—1—1

LEGAL DESCRIPTION

SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST AS A PUBLIC ROADWAY BEGINNING AT A POINT BEING MORTH 01'11'02" EAST, 1330.36 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 10, FROM THE SOUTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE MORTH 03'33'11 WEST, 342.46 FEET, THENCE NORTH 01'11'00" EAST, 35.00 FEET, THENCE SOUTH 88'33'11" EAST, 342.46 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 10; THENCE SOUTH 01'11'02" WEST, 35.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING

TOTAL ACREAGE: 10 ACRES

PROPOSED ZONE LEGEND:

RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE R1-10: RESIDENTIAL - 1 UNIT PER 10,00 Sq.Ft. A-5: AGRICULTURAL - 1 UNIT PER 5 ACRE







ZONE CHANGE MAP O GREGORY 0. S OPOSED JAMES

DATE: 8-6-2020 SCALE: I'=200'

JOB NO.

SHEET NO: 1 OF 2





August 25, 2020

Planning Commission 147 North 870 West Hurricane, Ut 84737

Subject: Zoning Map request at 5200 W Turf Sod road

Dear Commissioners,

Recently Ash Creek Special Service District requested a change in zoning for an Agricultural Protection Overlay (APO) Zone associated with our property surrounding our wastewater treatment facility and our agricultural operation. This Overlay was requested specifically with the intent to protect the best interest of the public by continuing to keep our agricultural operation as a physical, vegetative buffer between our wastewater operations and adjacent homes and businesses. We recognize the inevitability of development in near proximity to our operations. We also recognize that continued re-zoning requests are introducing significantly higher densities in our immediate vicinity. We feel that the existing zoning of the parcel located at 5200 W Turf Sod Road (RA-1) or an increase in density to RA-0.5 (maintaining the residential agricultural zone) is appropriate given the proximity to our operations. While we can appreciate a landowner's desire to maximize their profit on converting rural parcels for residential use, we feel that re-zoning without consideration for surrounding property owner's interests can be detrimental.

When considering a zone change request for a property adjacent to an APO we would encourage the commission to allow the highest density allowed by the code under the Residential Agricultural Zone (RA-0.5). This accommodates the desire for added density without putting the owner of the APO in a position of conflict with neighbors. As Ash Creek Special Service District can attest, regardless of zoning measures designed to protect agricultural interests, high density housing increases the likelihood of complaints about farming, livestock, wastewater odors, etc.

Permitted and Conditional Uses allowed within Residential Zones, per Hurricane City code (10-13-3), prevent any sort of Agriculture, Agricultural Business, or Industry. Although the code does not enumerate the reasons for the exclusion of these uses from residential zones it can easily be surmised that they are not compatible with higher density residential uses, create conflict between neighbors, and can be a source of complaint and harassment. We appreciate your consideration in this matter.

Sincerely.

Mike Chandler, P.E.

Superintendent

Ash Creek Special Service District

1350 South Sandhollow Road, Hurricane, UT 84737 phone: 435.635.2348

email: ashcreek@infowest.com

CONDITIONAL USE PERMIT

City of Hurricane Fee: \$250 147 N 870 W Hurricane, Utah 84737 For Office Use Only: (435) 635-2811 File No. 2020-CUP66 FAX (435) 635-4831 Receipt No. 8 14 APPLICATION & SUBMITTAL CHECKLIST Name: Mark Stepherson Telephone: 435-669-4053 Address: 2734 S. 3970 W Fax No._____ Email: Mark Stephenson 19 egmal. Canagent Email: Agent (If applicable): ___ Agent's Phone: Address of Subject Property: 2734 S. 3970W. Huyrican, UT 84737 Tax ID of Subject Property: Zone District: Proposed Conditional Use: (Describe, use extra sheet if necessary) Build an RV Garage (18.5 x 40') I am the owner/builder This application shall be accompanied by the following: 1) A vicinity map showing the general location of the application. 2) Three (3) copies of a plot plan showing the following: Property boundaries, dimensions and existing streets. Location of existing and proposed buildings, parking, landscaping and utilities. Adjoining property lines and uses within one hundred (100) feet of subject property. 3) A reduced copy of all plans (8 ½ x 11 if readable, or 11 x 17) if original plans are larger. √ 4) Building elevations for new construction, noting proposed materials and colors. 5) Traffic impact analysis, if required by the City Engineer or the Planning Commission. 6) Applicant's responses to the Conditional Use Permit standards for review (attached) - 7) A statement indicating whether the applicant will require a variance in connection with the proposed conditional use permit. (If required, the variance should be filed with the conditional use permit submittal.) 8) Warranty deed, preliminary title report, or other document (see Affidavit of Property owner attached) showing evidence that the applicant has control of the property; NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay. ************************************ (Office Use Only) Date Received: Received by: Completion determination made by:

Conditional Use Permit Standards for Review

Please provide responses to the following for the Commissions review:

The harmony and compliance of the proposed use with the objectives and a. requirements of the City's General Plan and the Land Use Code;
There are name rows other RV Garages in the supplicion of Similar Size & Style cond
Lucusels Citatobiuldone to Nouse my RV. The color will match my home, b.

The suitability of the specific property for the proposed use:
There is an ple Space on my lot to accomidate the RV Gorge with required

The development or lack of development adjacent to the proposed site and the c. harmony of the proposed use with existing uses in the vicinity; My existing neighbor already has an Rugarese of Similar Style & Size.

- Whether or not the proposed use or facility may be injurious to potential or d. existing development in the vicinity The ATOP used RV garage should not injectors to the
- The economic impact of the proposed facility or use on the surrounding area; This proposed RV. Geress show I not pegt lively impact the surrounding certa. e.
- The aesthetic impact of the proposed facility or use on the surrounding area;
 The US the tic, impact will not pegatively impact HuSunounding all ea f.
- The number of other similar conditional uses in the area and the public need g. for the proposed conditional use; I am not awere of other conditional uses in the area
- The present and future requirements for transportation, traffic, water, sewer, h. and other utilities, for the proposed site and surrounding area, The present and fulling regardinants for these items will not be affected
- The safeguards proposed or provided to insure adequate utilities, transportation i. access, drainage, parking, loading space, lighting, screening, landscaping, open space, fire protection, and pedestrian and vehicular circulation The Same Sofgenerale will be adhered to upon building the RV Carge.
- The safeguards provided or proposed to prevent noxious or offensive emissions j. such as noise, glare, dust, pollutants and odor from the proposed facility or use; the same safequends will be met to prevent these items as well.
- k. The safeguards provided or proposed to minimize other adverse effects from the proposed facility or use on persons or property in the area; and Superior will be from the form of the form of the from the facility or use on the health, safety, and welfare of

l. the City, the area, and persons owning or leasing property in the area. There will be the impacts of these items on neighbors or the edy-

STAFF COMMENTS

Agenda:

Auguest 26, 2020

File Number: 2020-CUP-06

Type of Application:

Conditional Use Permit

Applicant:

Mark Stephenson

Request:

A Conditional Use Permit for an accessory building in an R1-10

zone

Location:

2734 S 3970 W

General Plan:

N/A

Existing Zoning:

Single Family Residential R1-10

Discussion: The applicant is proposing to construct an 18.5' x 40' (740 sq. ft.), with a 21' 6" accessory building height. Hurricane City Code (HCC) 10-13-4 allows the max square feet and height of an accessory building to be 1,200 sq. ft. and 16' tall. A property owner may apply for a conditional use permit to be able to build a taller building. The standards to obtain a conditional use permit are as follows:

10-7-9: CONDITIONAL USE PERMIT E. Approval Standards: The following standards shall apply to the issuance of a conditional use permit:

- 1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.
- 2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2g of this section:...
- e. Standards for greater heights and size than permitted by this Code:
- (1) The height may not be greater than two (2) stories or 1.5 times the average height of the immediately adjacent buildings, whichever is greater and the building must be of compatible architecture with immediately adjacent buildings.
- (2) When a greater height accessory building is approved, the building must be set back a minimum of five feet (5') from side and rear property lines when the adjoining property is for single family residential use.
- (3) The greater size building desired must be of compatible architecture with immediately adjacent buildings, must leave at least fifty percent (50%) of the lot on which it is located free of buildings, and must be for a use permitted in the zone in which it is located. (Ord. 2018-14, 12-20-2018)

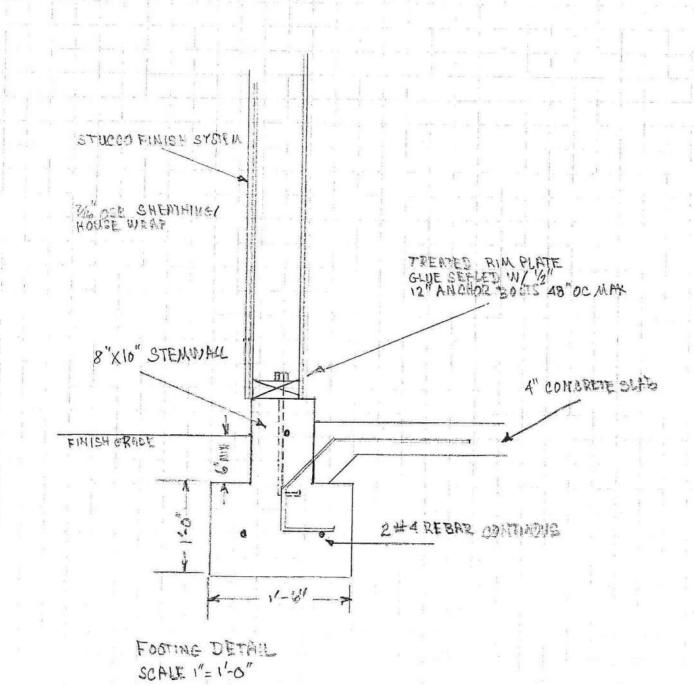
Findings:

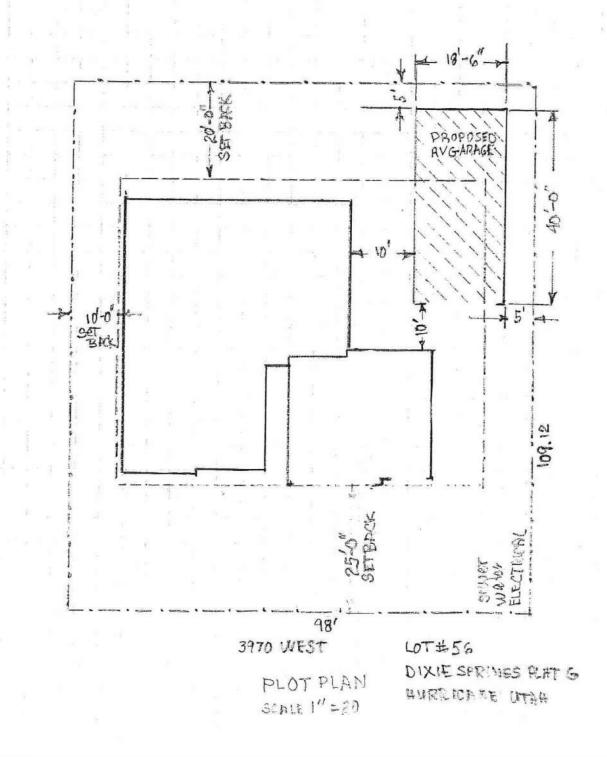
- 1. The proposed building is not greater than two stories at 21' 6".
- 2. The proposed building is planned to have an exterior composed of stucco.

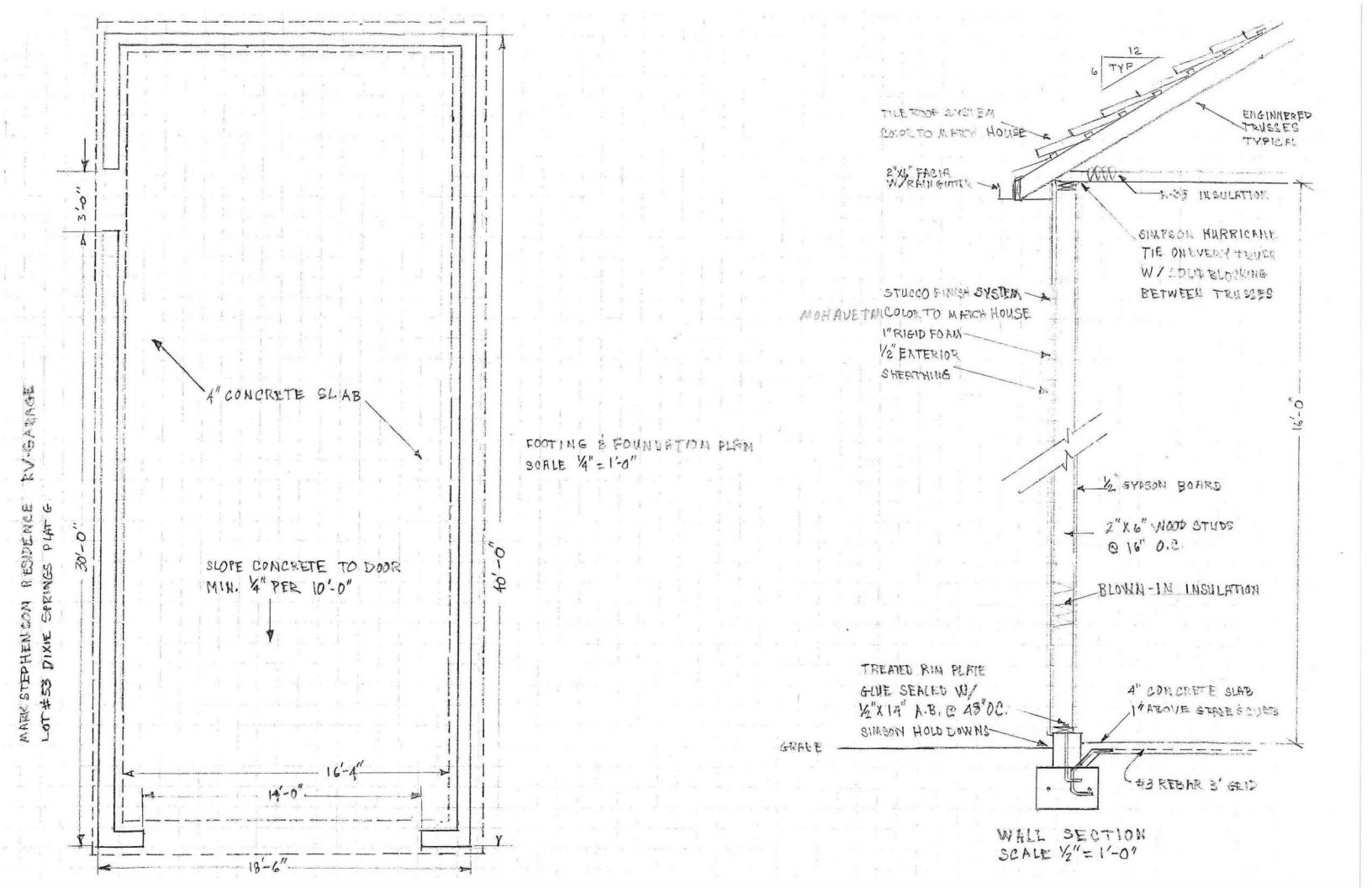
3. The building is set back a minimum of 5' from the side property lines and 5' off the back.

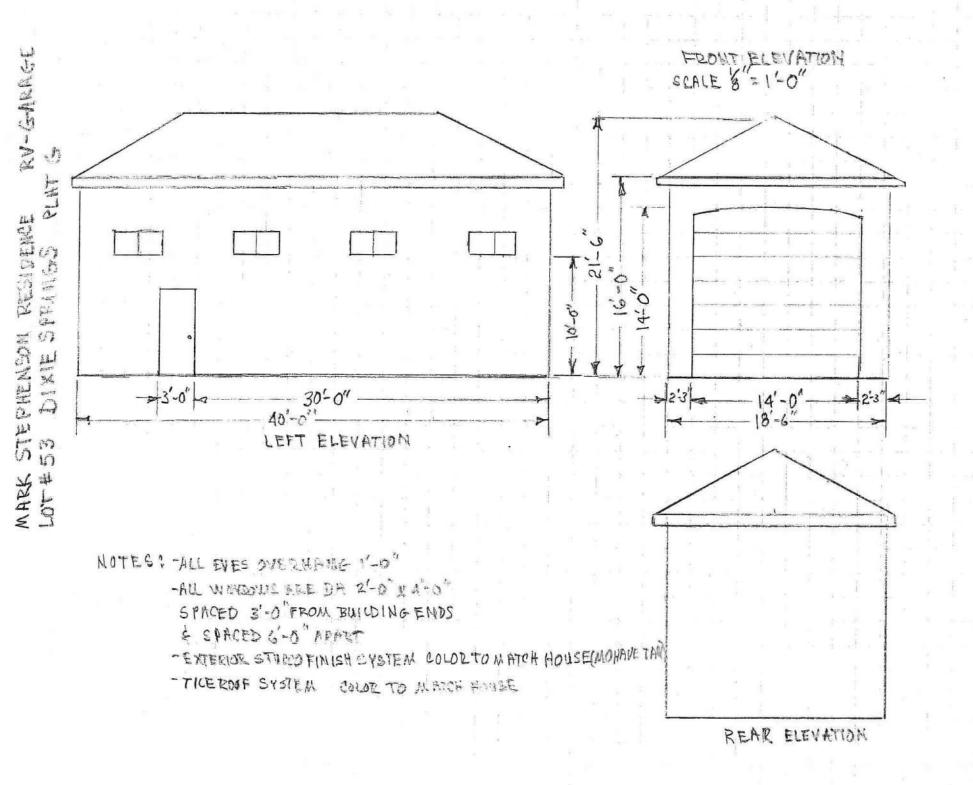
Recommendation: Based on the above findings, staff recommends approval of a conditional use permit for the proposed accessory building as presented.

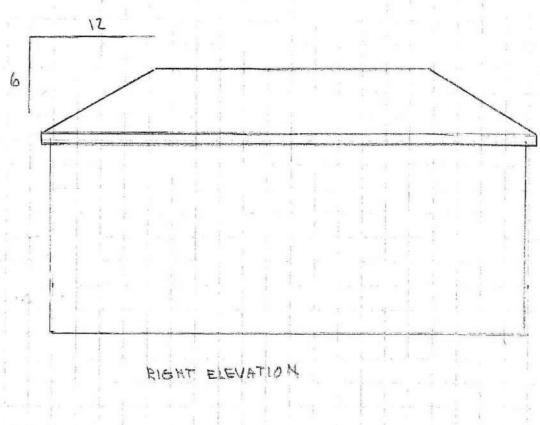
MARCH S.











Preliminary FINAL SITE PLAN APPLICATION

City of Hurricane 147 North 870 West Hurricane, UT 84737 (435) 635-2811 FAX (435) 635-2184

Fee:	\$250	.00	20:	20-	PS	P-0	
For	Office	Use	Only:		_	7 0	
File	No	20	220	-	90	+++	
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100000000000000000000000000000000000000							

Name: _	RR PENGA	Telephone:	801-631-4998
Address	3507 KIRK CIRCLE SALT LAKE CITY, UT 84106	Fax No.	
Agent (I	If Applicable): PSOMAS		801-270-5777
Email:_	RHMAIL@COMCAST.NETAgent	Email: LMORTO	ON@PSOMAS.COM
	Location of Subject Property:1760 WEST RLIN		
Tax ID	of Subject Property:	Zone Distri	ct:
	d Use: (Describe, use extra sheet if necessary)		
	SINGLE FAMILY SUBDIVISION		
The follow	 Plans shall be drawn at a scale of no smaller than Submit one (1) set of plans on 11 x 17 inch paper sheets when ever a reduction is required. Except for the landscaping plan, the other plan professional engineer licensed by the State of Utawing shall be shown on separate sheets: 	 Also submit one as shall be prepar 	
X a) A X b) I X c) I X d) A X e) I X f) I X sig X g) I X bu	an including: All facilities related to the project located within two hu Layout, dimensions, and names of existing and future re Project name, North arrow, and tie to a section monume The boundary lines of the project site with bearings and Layout and dimensions of proposed streets, buildings, p Location, dimensions, and labeling of other features such gnage, and mechanical equipment; Location of man-made features including irrigation facil A tabulation table showing total gross acreage, square foilding footprint, square footage of total building floor a mber and type of dwellings and the percentage devoted	oad rights-of-way; ent; distances; arking areas, and I h as bicycle racks, lities, bridges, and ootage of street rig area, number of pa	andscape areas; dumpsters, trash cans, fences, buildings ghts-of-way, square footage of

STAFF COMMENTS

Agenda:

August 26, 2020

File Number: 2020-PP-15 and 2020-PSP-07

Type of Application:

Preliminary Plat and Preliminary Site Plan

Applicant:

RR PENGA

Agent:

PSOMAS

Request:

Preliminary Plat and Site Plan for Zion Vista Phase 2, a 37-lot

subdivision, and a part of the Collina Tinta PDO

Location:

Arlington Parkway and 650 S

General Plan:

Planned Community

Current Zoning:

R1-10 PDO

Discussion: This plat is for 5.97 acres located on Arlington Parkway and around 650 S. This development is part of the Collin Tinta PDO, but will likely need to have an update in the development agreement to match the Zion Vista Phase 1. Staff is currently reviewing the full development agreement will have a recommendation on the meeting.

JUC Comments:

The following must be addressed during the construction drawing phase:

- Construction drawings must be reviewed and approved before final plat and final site plan application
- Water lines and sewer lines have been installed and left vacant for more than ten years.
 Both sewer and water departments have concerns about the development using the
 infrastructure that has been previously installed. Both systems need to be reviewed and
 most likely replaced.
- 3. The development will need a second access for fire access since it is greater than 30 units. The applicant has proposed that the utility access to the north could be utilized as an emergency access. This plan is being reviewed by the fire Marshall and engineering. The access would need to be a minimum of 26'.
- Power is in the area and a full design will need to be submitted as part of the construction drawings.
- 5. Gas, Phone, and Cable are located in Arlington Parkway.

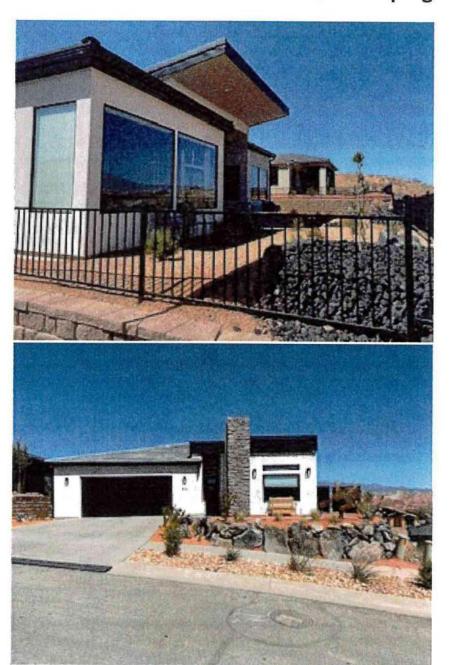
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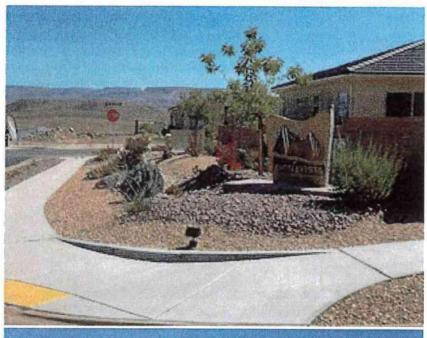
Staff Comments on preliminary plat:

- 1. Access: Once the development reaches 30 lots or more, there needs to be two functioning and fire-rated access.
- 2. Since the development is part of a PDO, there is no minimum lot size or width. Lots do need to match the setbacks listed in Hurricane City Code 10-23-9.
- 3. The layout of the development is in compliance with the PDO Master Plan.
- The proposed street cross section does not match City standard cross section, but do comply with the Collina Tinta PDO street cross sections.
- 5. The developer needs to identify potential geotechnical constraints on the project site HCC 10-39-7 (B)(8). Can supply a letter or a note on the plat.
- 6. The plat needs to identify whether the property is located in the desert tortoise take area.
- 7. The developer will need to provide a letter from both the local sanitary sewer provider and culinary water provider, indicating the availability of service.
- 8. The applicant may need to enter into an altered development agreement for this project that would need to be reviewed and approved by the City Council, similar to the first phase. The applicant is not proposing all of the original standards as the approved PDO, but to match the altered standards in Zion Vista, which is also a part of the Collina Tinta PDO.

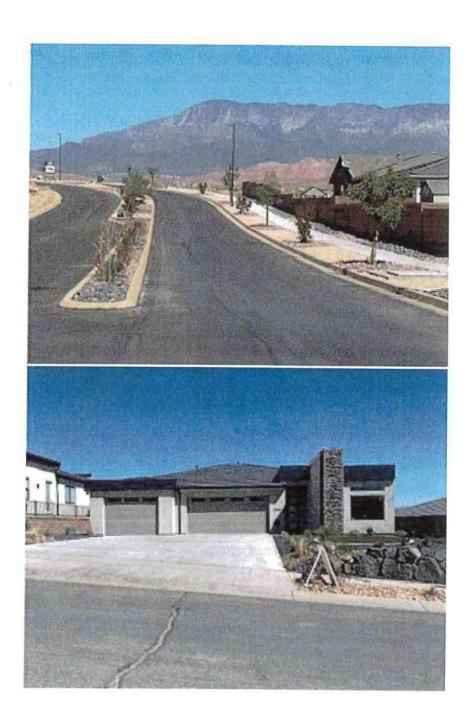
Recommendation: Staff recommends approval of the preliminary plat and preliminary site plan based on the conditions that the applicant fully address the comments listed within this report.

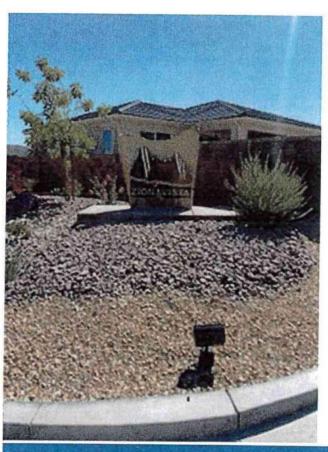
Zion Vista Landscaping









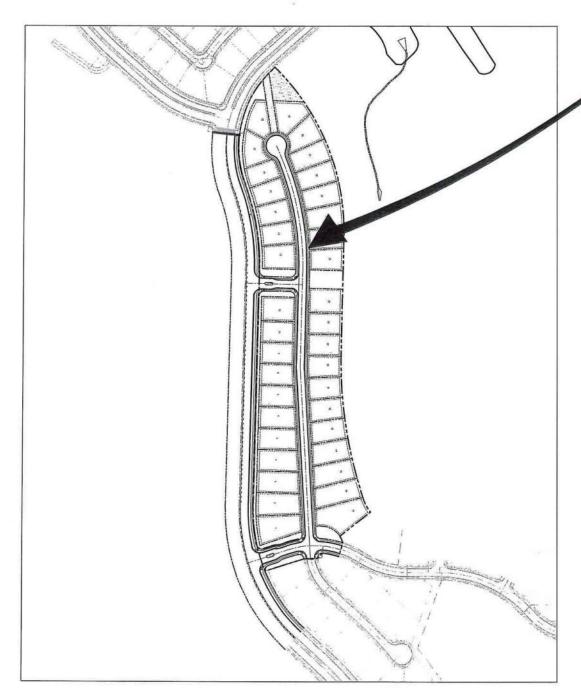




PHASE 2 FINAL SITE PLAN REVIEW

LOCATED IN SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST SALT LAKE BASE AND MERIDIAN IN THE CITY OF HURRICANE, WASHINGTON COUNTY, UTAH

	SHEET INDEX
SHEET NUMBER	SHEET TITLE
CGI100	COVER
CS100	SITE PLAN
CS101	SITE PLAN
CG100	GRADING & DRAINGE PLAN
CG101	GRADING & DRAINAGE PLAN
CU100	UTILITY PLAN - SEWER, WATER & POWER
CU101	UTILITY PLAN - SEWER, WATER & POWER
CU102	UTILITY PLAN - CABLE, GAS & TELEPHONE
CU103	UTILITY PLAN - CABLE, GAS & TELEPHONE





VICINITY MAP

PSOME Bull Environment of Bull Environment of Bull Environment Food, Sulte 20 Salt Lake City, UT 64123 (801) 270–5777 (801) 270–577

ZION VISTA PHASE 2 FINAL SITE PLAN REVIEW

CGI100

DEVELOPER:

RR PENGA 3507 KIRK CIRCLE SALT LAKE CITY, UT 84106

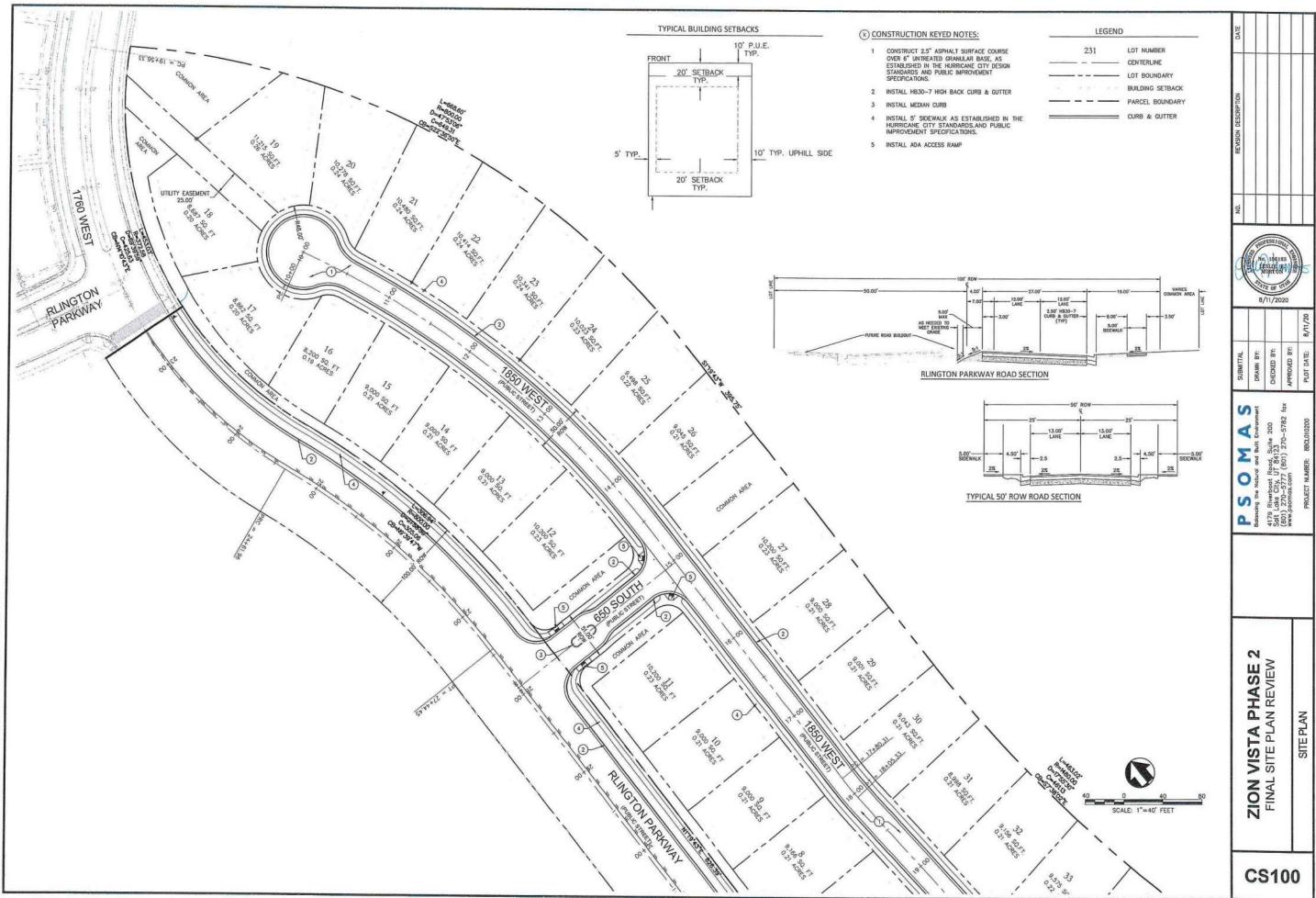
CIVIL ENGINEER:

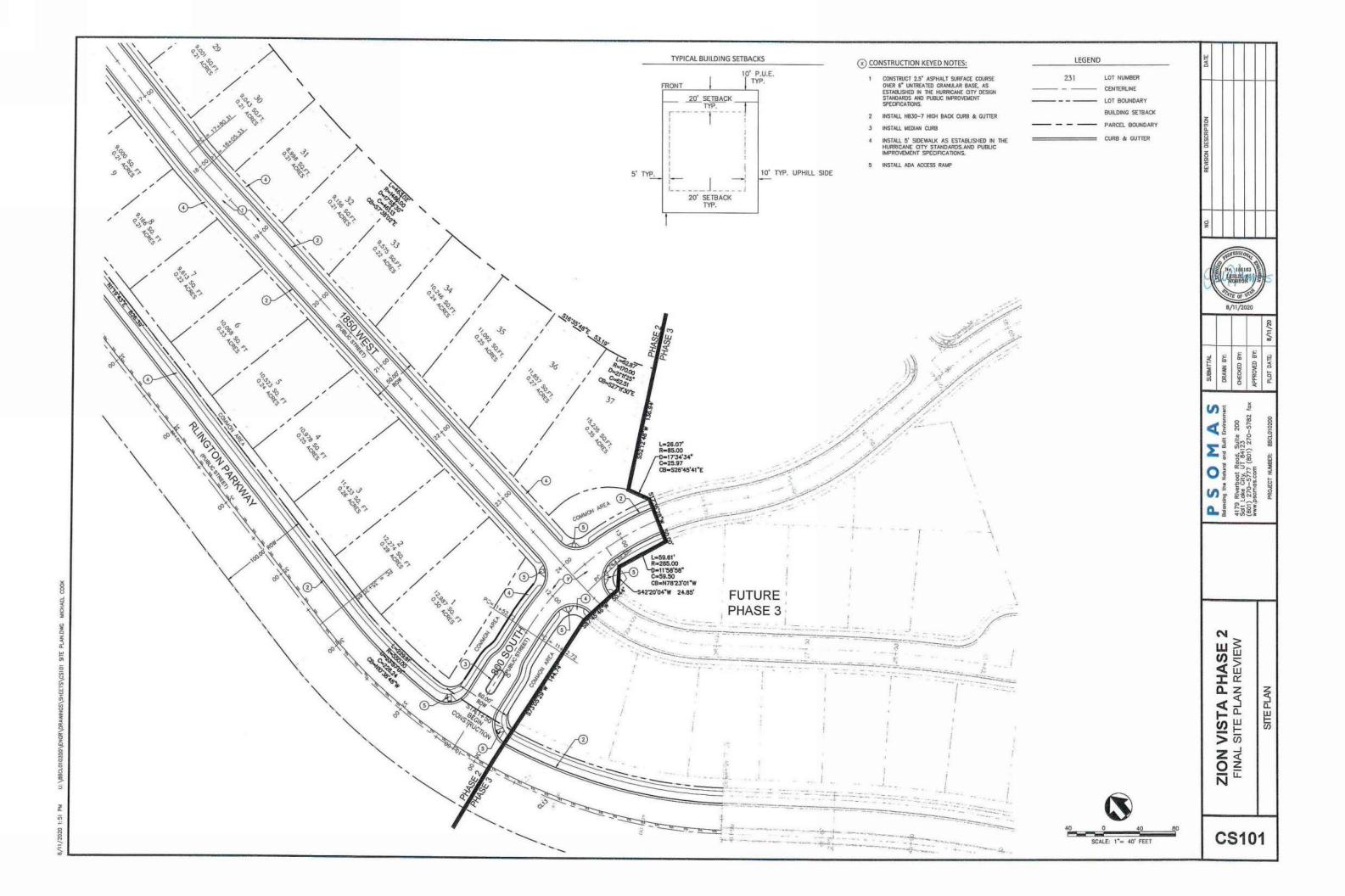
PSOMAS 4179 RIVERBOAT ROAD, SUITE 200 SALT LAKE CITY, UT 84106

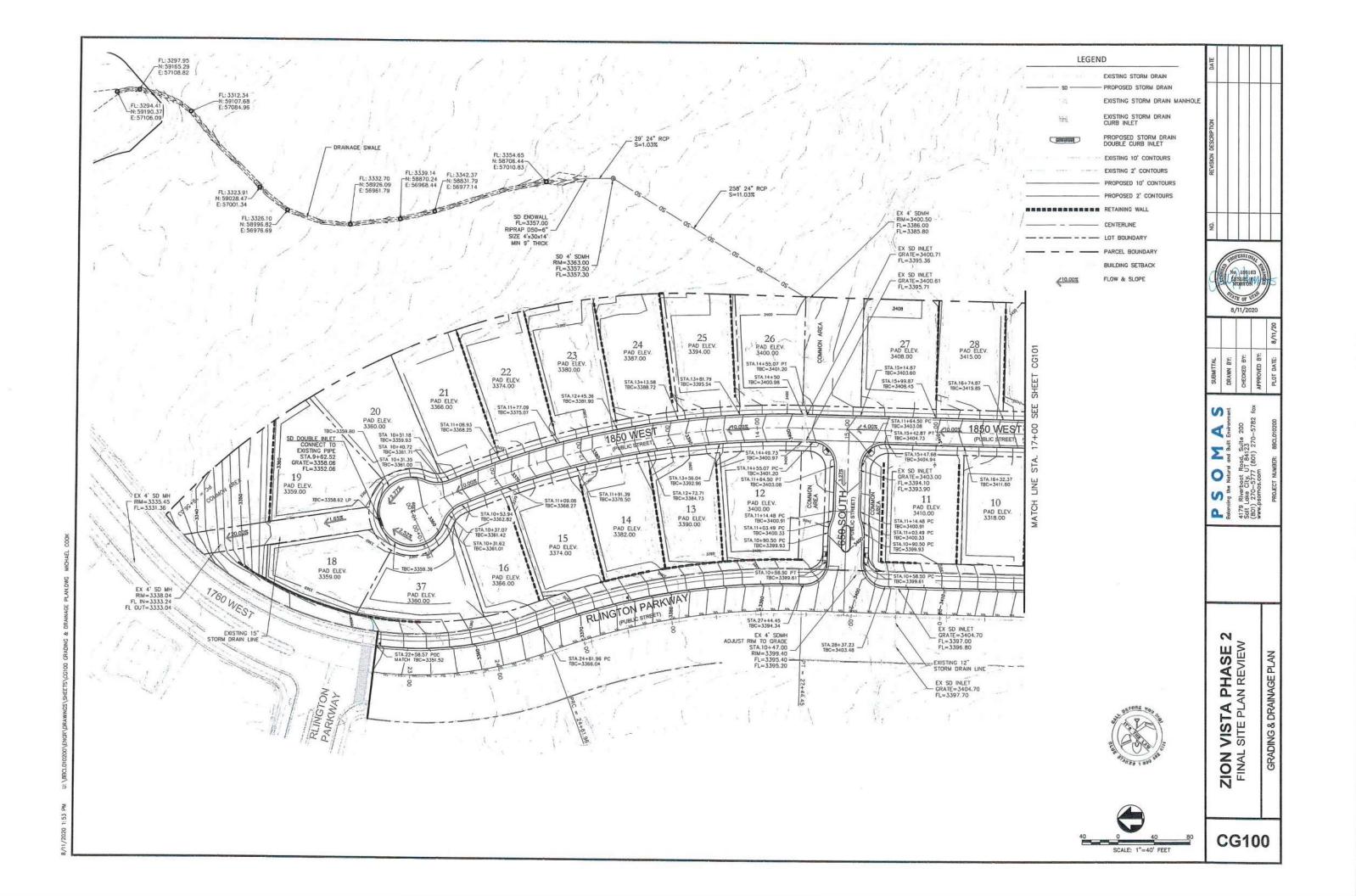
SITE DATA : ZION VISTA PHASE 2 TOTAL GROSS ACRES: 11.79 TOTAL ROAD R.O.W.: 98,328 SQ. FT BUILDING PAD AREA: 37 UNITS-301,641 SQ. FT. 3.1 UNITS/ACRE

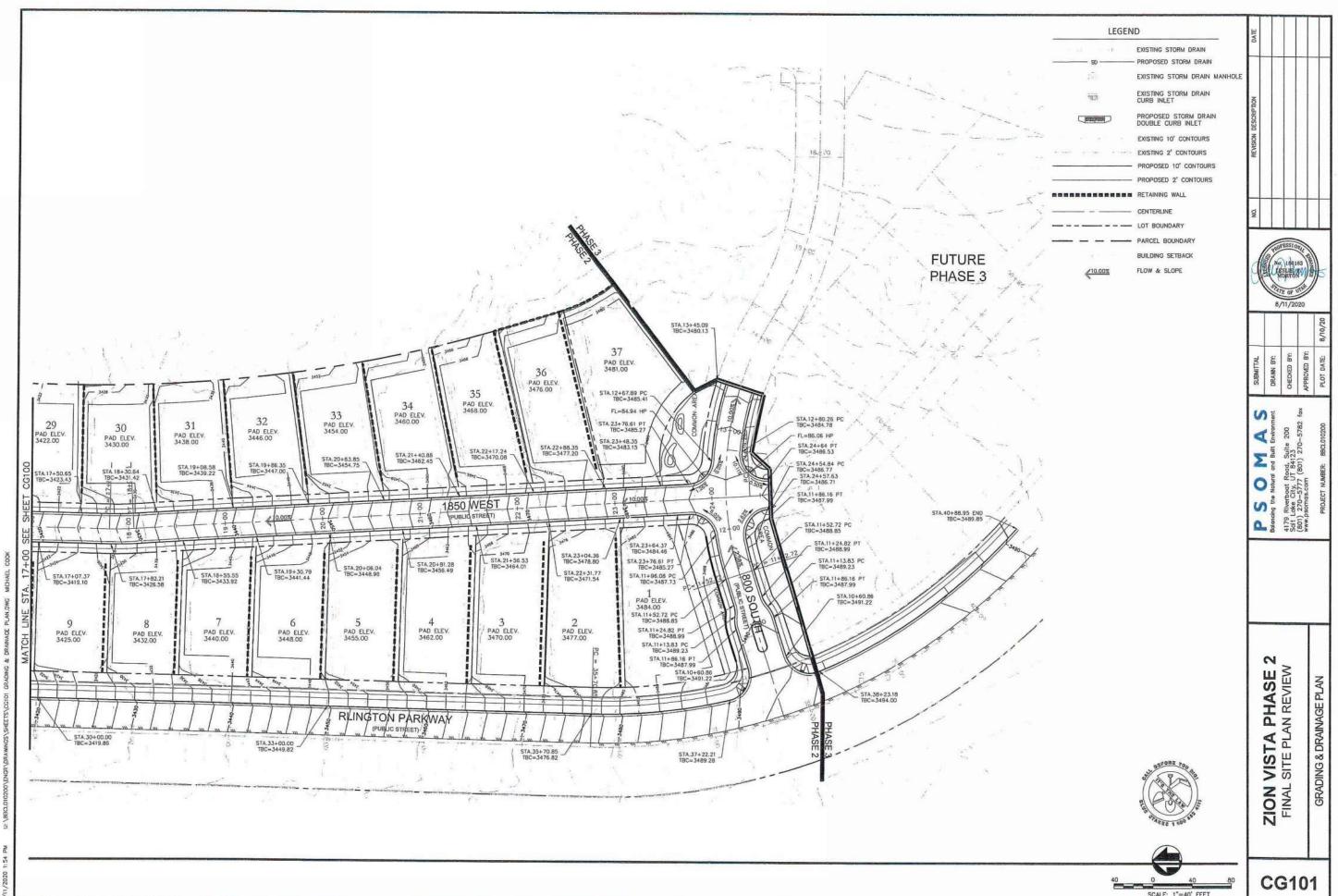


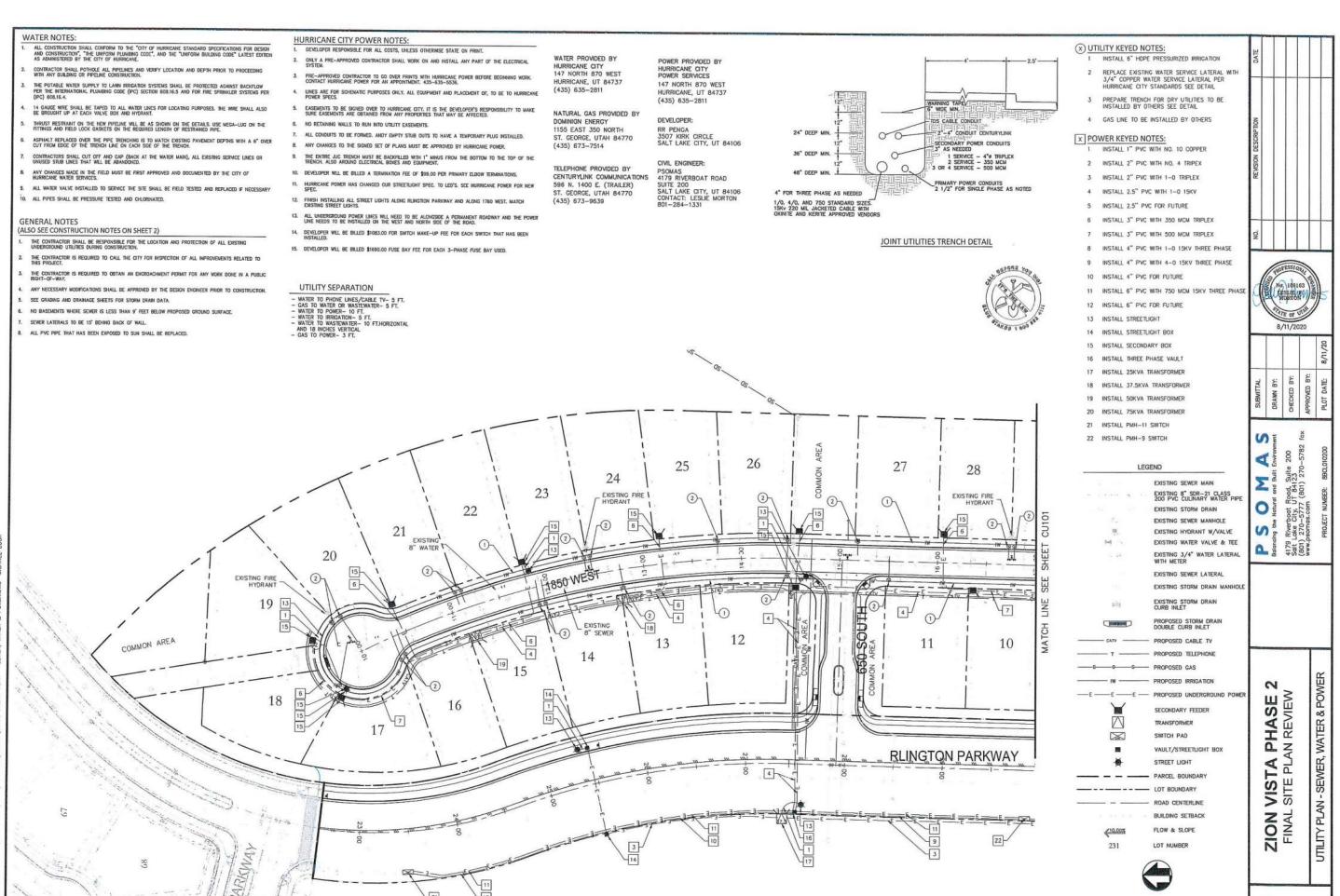




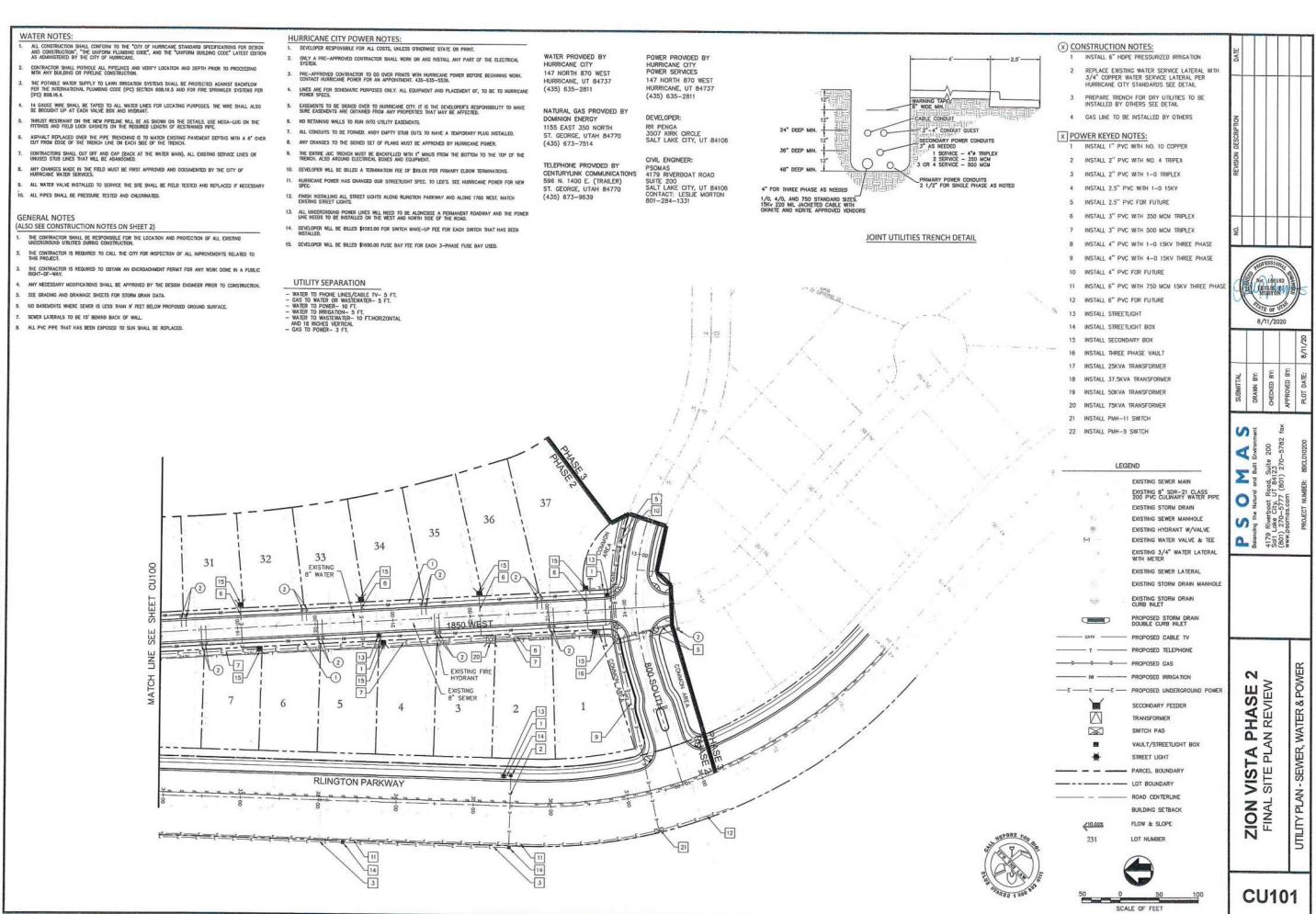








SCALE OF FEET CU100



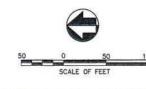
GENERAL NOTES **X** CONSTRUCTION NOTES: NATURAL GAS NOTES (DOMINION ENERGY) (ALSO SEE CONSTRUCTION NOTES ON SHEET 2) WATER PROVIDED BY HURRICANE CITY POWER PROVIDED BY HURRICANE CITY INSTALL 6" HOPE PRESSURIZED IRRIGATION THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION. DEVELOPER NEEDS TO CONTACT BECKY MARCHAL AT 674-6116 QUESTAR'S GAS MARKETING DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SION UP. REPLACE EXISTING WATER SERVICE LATERAL WITH 3/4" COPPER WATER SERVICE LATERAL PER POWER SERVICES 147 NORTH 870 WEST DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE. THE CONTRACTOR IS REQUIRED TO CALL THE CITY FOR INSPECTION OF ALL IMPROVEMENTS RELATED TO THIS PROJECT. HURRICANE, UT 84737 (435) 635-2811 147 NORTH 870 WEST HURRICANE CITY STANDARDS SEE DETAIL THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ANY WORK DONE IN A PUBLIC RIGHT-OF-WAY. HURRICANE, UT 84737 (435) 635-2811 IF CASINGS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT HIS/HER COST. A MAP WILL BE AVAILABLE AT QUESTAR GAS FOR CASINGS LOCATIONS. (1155 E. 350 N). 3 PREPARE TRENCH FOR DRY UTILITIES TO BE INSTALLED BY OTHERS SEE DETAIL ANY NECESSARY MODIFICATIONS SHALL BE APPROVED BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION. NATURAL GAS PROVIDED BY ALL OF THE 10" UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. DOMINION ENERGY DEVELOPER: 4 GAS LINE TO BE INSTALLED BY OTHERS 5. SEE GRADING AND DRAINAGE SHEETS FOR STORM DRAIN DATA TOS CABLE CONDUIT ******DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION****** 1155 EAST 350 NORTH RR PENGA 3507 KIRK CIRCLE NO BASEMENTS WHERE SEWER IS LESS THAN 9' FEET BELOW PROPOSED GROUND SURFACE. ST. GEORGE, UTAH 84770 (435) 673-7514 24" DEEP MIN. 2"-4" CONDUIT CENTURYLIN SALT LAKE CITY, UT 84106 ALL TRENCHES SHALL BE BACK FILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS AND EXCESS DIRT PILES SHALL BE CLEARED AWAY. SECONDARY POWER CONDUITS 3" AS NEEDED 7. PROPERTY LOT LINES, BACK OF CURB AND GRADE MUST BE STAKED BY THE DEVELOPER. 36" DEEP MIN. TELEPHONE NOTES (CENTURYLINK): 1 SERVICE - 4"0 TRIPLEX 2 SERVICE - 350 MCM 3 OR 4 SERVICE - 500 MCM TELEPHONE PROVIDED BY CIVIL ENGINEER: CENTURYLINK WILL PROVIDE ALL 2" AND 4" PVC AND WILL DELIVER IT TO THE SITE. PLEASE CALL 313-1388 TO SCHEDULE DELIVERY. B. GAS STUB-IN DRIVEWAY LOCATIONS (HIGH SIDE OF LOTS). 1 STUB PER LOT. LEGEND PSOMAS 4179 RIVERBOAT ROAD CENTURYLINK COMMUNICATIONS 48" DEEP MIN. 9. GAS MUST BE INSTALLED UNDER SIDEWALK AS SHOWN 596 N. 1400 E. (TRAILER) ST. GEORGE, UTAH 84770 THE DEVELOPER IS RESPONSIBLE TO PLACE ALL PVC AS NOTED, IN THE DEVELOPER PROVIDED TRENCH. ALL PVC IS 2" UNLESS OTHERWISE NOTED. PRIMARY POWER CONDUITS 2 1/2" FOR SINGLE PHASE AS NOTED EXISTING SEWER MAIN SUITE 200 SALT LAKE CITY, UT 84106 10. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT. CONTACT SOOT 808-874-855 FOR SCHEDULING. 4" FOR THREE PHASE AS NEEDED EXISTING 8" SDR-21 CLASS 200 PVC CULINARY WATER PIPE THE DEVELOPER IS TO PROVIDE ALL STREET NAMES AND LOT ADDRESSES WITHIN TWO WEEKS OF UTILITY PLAN APPROVAL. (435) 673-9639 1/0, 4/0, AND 750 STANDARD SIZES. 15Kv 220 MIL JACKETED CABLE WITH OKINITE AND KERITE APPROVED VENDOR CONTACT: LESLIE MORTON 801-284-1331 EXISTING STORM DRAIN 4. FAILURE TO COMPLY WITH THE ABOVE NOTES COULD RESULT IN DELAY OF SERVICE TO THIS PROJECT. CONTACT JACK MATTHEWS CAN THE TAX SERVICE SERVICE TO THIS PROJECT. CONTACT JACK MATTHEWS CAN THE TAX SERVICE SERVICE TO THIS PROJECT. ***IMPORTANT NOTICE**** EXISTING SEWER MANHOLE Gas will be put on the schedule for installation when power trench is buried. Streets are to be within 6° of subgrade and the 10° utility easement is graded to top back of cure. 5. CONTRACTOR TO INSTALL PULL TAPE IN ALL NEW CONDUIT. EXISTING HYDRANT W/VALVE 6. CONTRACTOR TO COORDINATE WITH PHONE COMPANY TO VERIFY EACH UNIT HAS PHONE SERVICE. JOINT UTILITIES TRENCH DETAIL EXISTING WATER VALVE & TEE UTILITY SEPARATION EXISTING 3/4" WATER LATERAL WITH METER — WATER TO PHONE LINES/CABLE TV- 5 FT. GAS TO WATER OR WASTEWATER- 5 FT. WATER TO POWER- 10 FT. WATER TO WASTEWATER- 10 FT. HORIZONTAL AND 18 INCHES VERTICAL GAS TO POWER- 3 FT. GAS TO POWER- 3 FT. EXISTING SEWER LATERAL THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT, ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER. EXISTING STORM DRAIN MANHOLE TDS WILL PROVIDE CONDUITS. PLEASE CONTACT DAVID AT 435-703-8932 AT LEAST 3 WEEKS PRIOR TO CPENING TRENCH TO SCHEDULE WORK. EXISTING STORM DRAIN CURB INLET ANY CUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO DAVID TRAUNTVEIN WITH TDS AT 435-703-8932. PROPOSED STORM DRAIN DOUBLE CURB INLET (Interest RELOCATION OF NEW OR EXISTING TOS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR. PROPOSED CABLE TV ANY MODIFICATIONS AFTER CONDUIT/CABLE FLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS POLICET. PROPOSED TELEPHONE AND THE RESERVE THE PROPERTY OF THE PERSON O -G---- PROPOSED GAS PROPOSED IRRIGATION SECONDARY FEEDER TRANSFORMER SWITCH PAD VAULT/STREETLIGHT BOX STREET LIGHT PARCEL BOUNDARY ____ LOT BOUNDARY ROAD CENTERLINE BUILDING SETBACK 26 27 25 28 29 30 24 FLOW & SLOPE 23 LOT NUMBER 231 (1) 22 21 20 1850 WEST 19 1-3 12 COMMON AREA 13 11 10 14 15

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RLINGTON PARKWAY



ZION VISTA PHASE 2
FINAL SITE PLAN REVIEW
UTILITY PLAN - CABLE, GAS & TELEPHON

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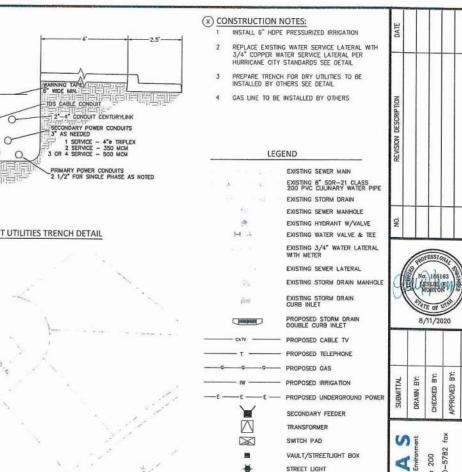
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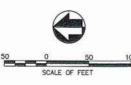
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MATCH

RLINGTON PARKWAY







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Salon Salon

GAS & TELEPHONE

CABLE,

CU103

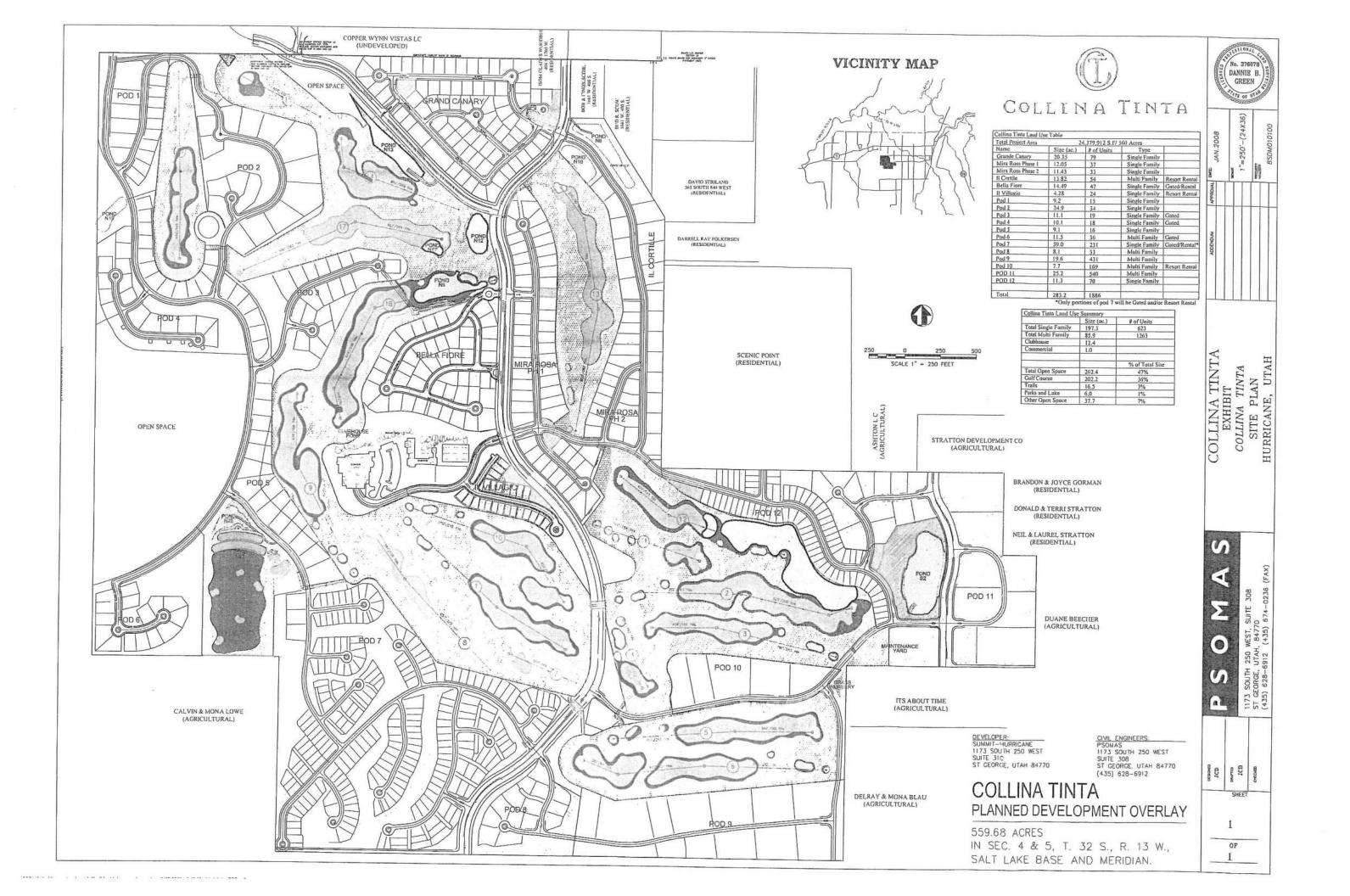
PRELIMINARY PLAT APPLICATION

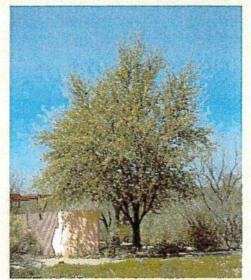
City of Hurricane 147 North 870 West Hurricane, UT 84737 (435) 635-2811 FAX (435) 635-2184

Fee: \$150.00

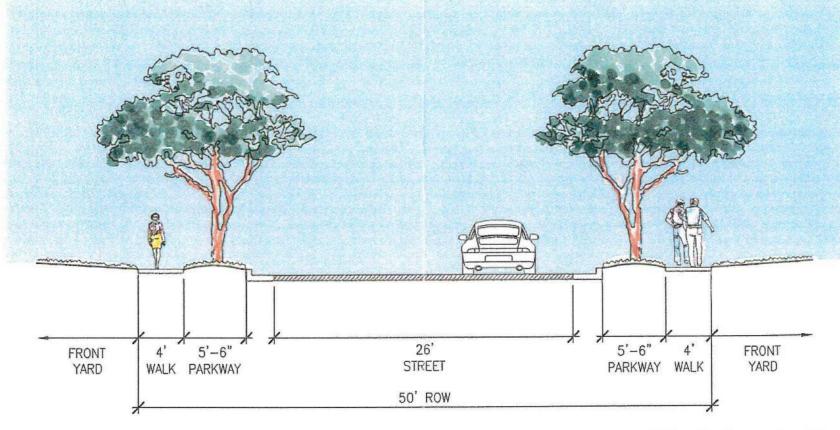
For Office Use Only:
File No. 2020-PP-15
Receipt No. 7:659656

Name: RR PENG	Α	Telephone:	801-631-4998
Address: 3507 KIF	K CIRCLE SALT LAKE CITY, UT 84106	Fax No	
Email:_RHMAIL@	COMCAST.NETAgent Email:	LMORTON@P	SOMAS.COM
Agent (If Applicab	le): PSOMAS	Telephone:	801-270-5777
Address/Location	of Subject Property: _1760 WEST RLIN	IGTON PARKWA	Υ
Tax ID of Subject	Property:	_Zone District:	
Proposed Use: (De	scribe, use extra sheet if necessary. Inclu	ude total number	of lots)
37 LOT SINGLE FA	MILY SUBDIVISION		
1. Descriptiona	ments: The preliminary plat application In a title block located in the lower right- The proposed name of the subdivision. The location of the subdivision, includin The names and addresses of the owner of Date of preparation, and north point. Scale shall be of sufficient size to adequ of Chapter 39, City Subdivision regulation onditions: The preliminary plat shall show: The location of the nearest monument.	nand corner of the g the address and s r subdivider, if oth tately describe in l ons.	sheet the following is required: section, township and range. er than the owner. egible form, all required conditions
X_c.	The boundary of the proposed subdivision All property under the control of the subdivided. (Where the plat submitted on the prospective street system of the unplantant the street system of the part submistreet Plan or other Commission studies. The location, width and names/numbers the subdivision and of all prior streets of	s subdivider, ever overs only a part of atted parts of the s itted shall be con) of all existing stree	of the subdivider's tract, a sketch of ubdivider's land shall be submitted, sidered in light of existing Master ets within two hundred (200) feet of
	other public open spaces, within and adja The location of all wells and springs or reservoirs or ponds within the tract and a the tract boundaries. Existing sewers, water mains, culverts indicating the pipe sizes, grades, manhole	r seeps, proposed t a distance of at less or other under	, active and abandoned, and of all east one hundred feet (100') beyond ground facilities within the tract,





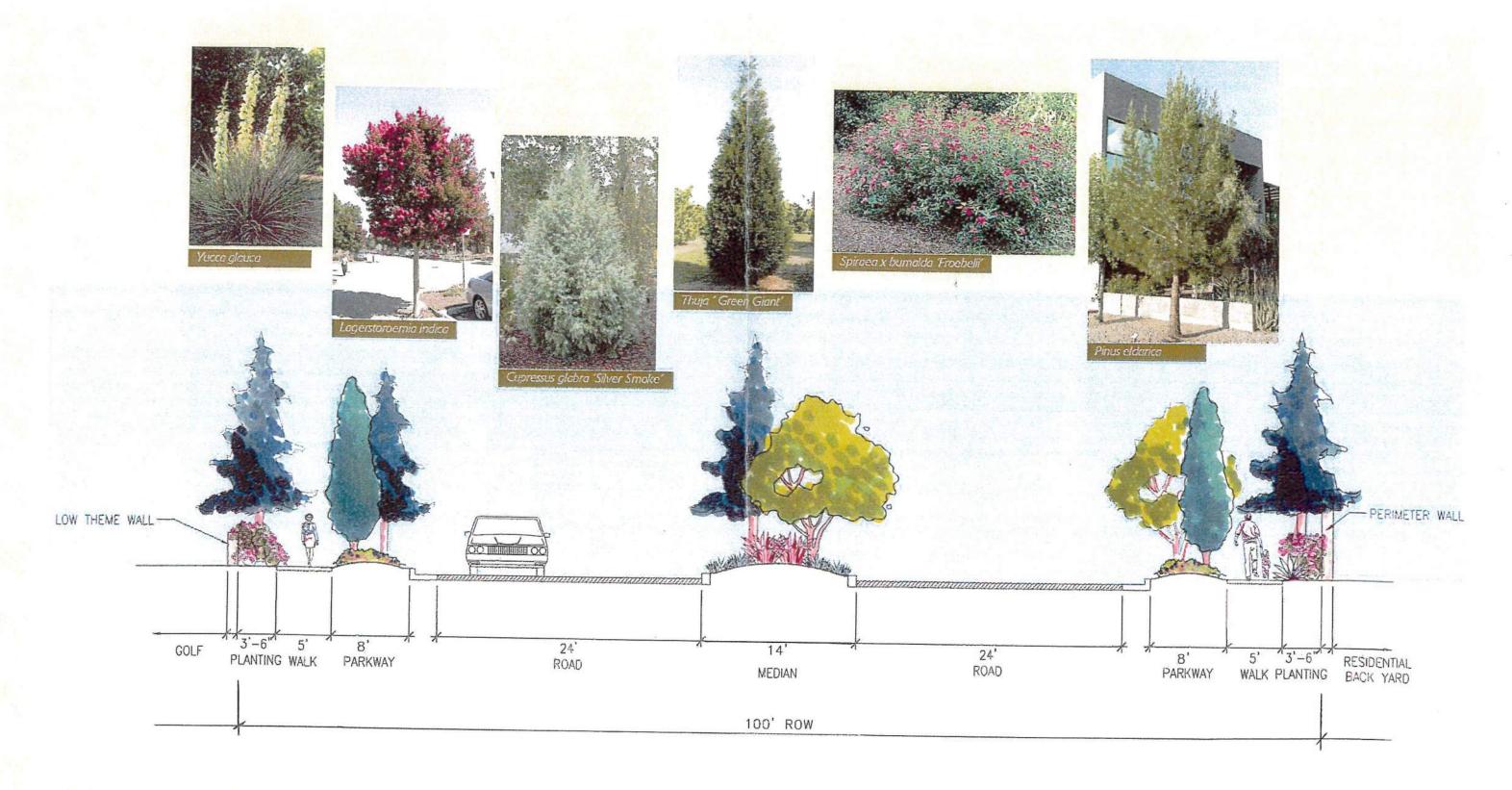
Quercus virginiana



scale: 1/8" = 1' - 0"





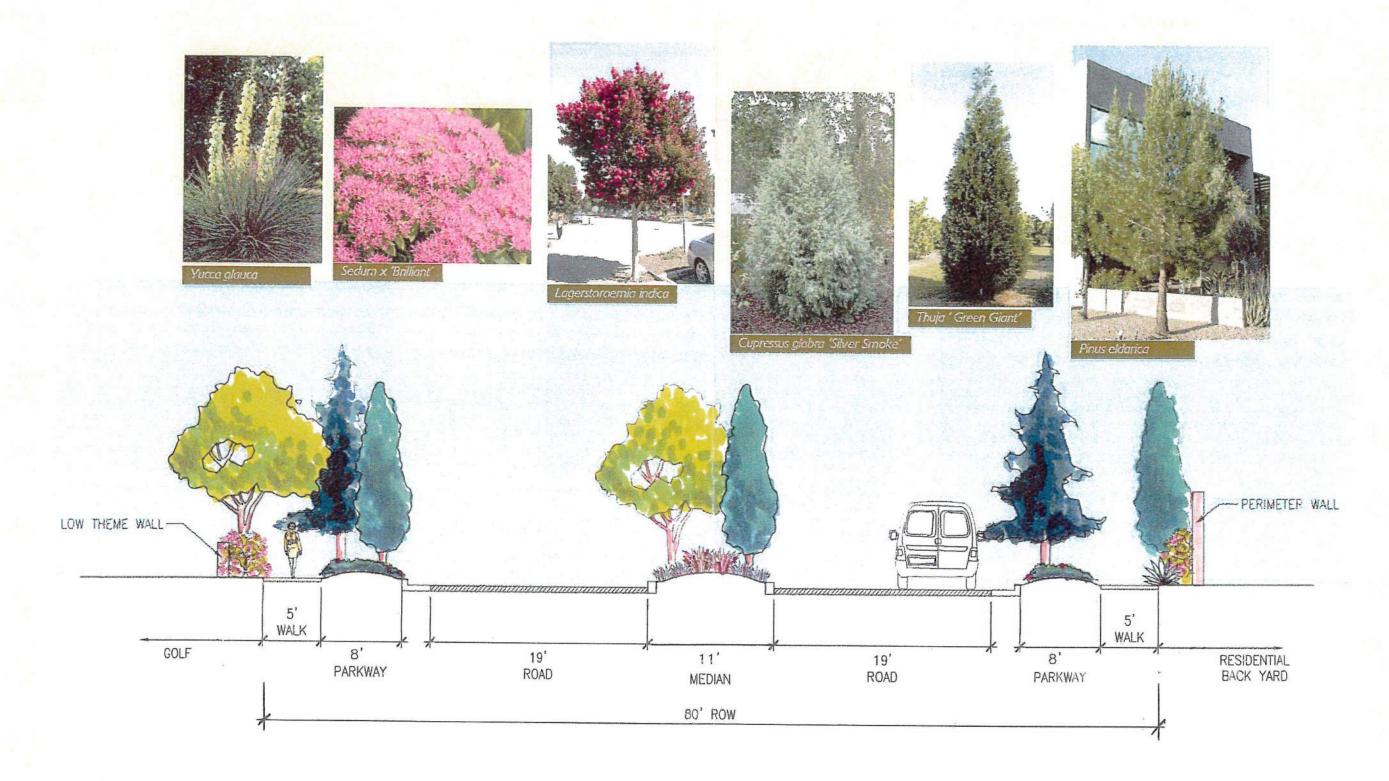


scale: 1/8" = 1' - 0"





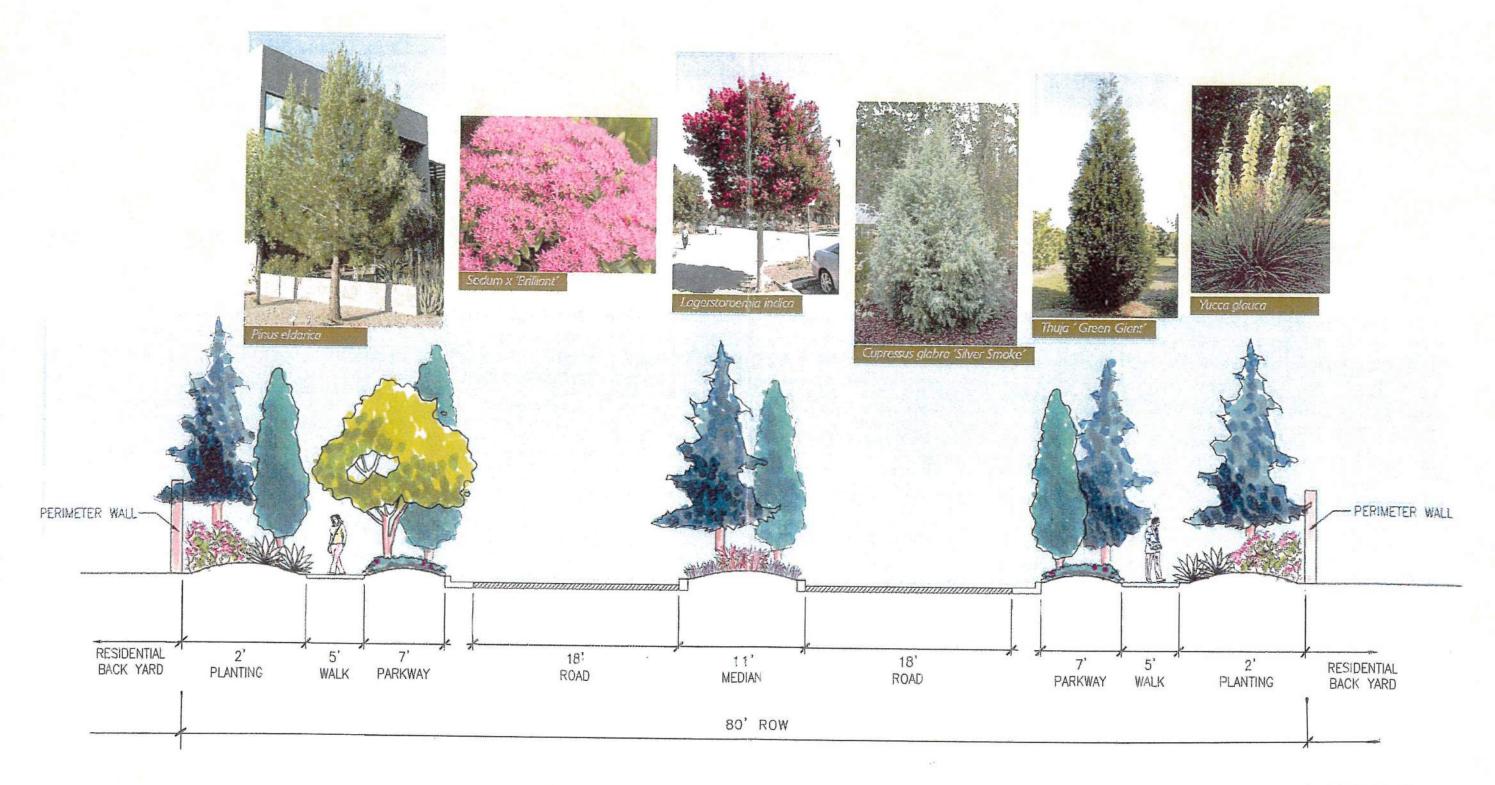




scale: 1/8" = 1' - 0"







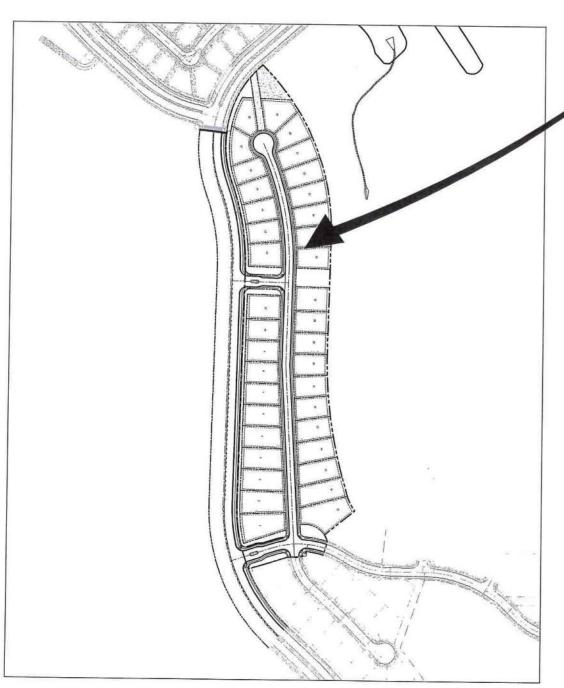
scale: 1/8" = 1' - 0"





PHASE 2 PRELIMINARY PLAT REVIEW

LOCATED IN SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST SALT LAKE BASE AND MERIDIAN IN THE CITY OF HURRICANE, WASHINGTON COUNTY, UTAH





VICINITY MAP



8/11/2020					
	MWC	LHM	DG	8/11/20	
	DRAWN BY:	CHECKED BY:	APPROVED BY:	PLOT DATE:	

O M A A

PSOME STATE STATE

ZION VISTA PHASE 2 PRELIMINARY PLAT REVIEW

DEVELOPER:

RR PENGA 3507 KIRK CIRCLE SALT LAKE CITY, UT 84106

CIVIL ENGINEER:

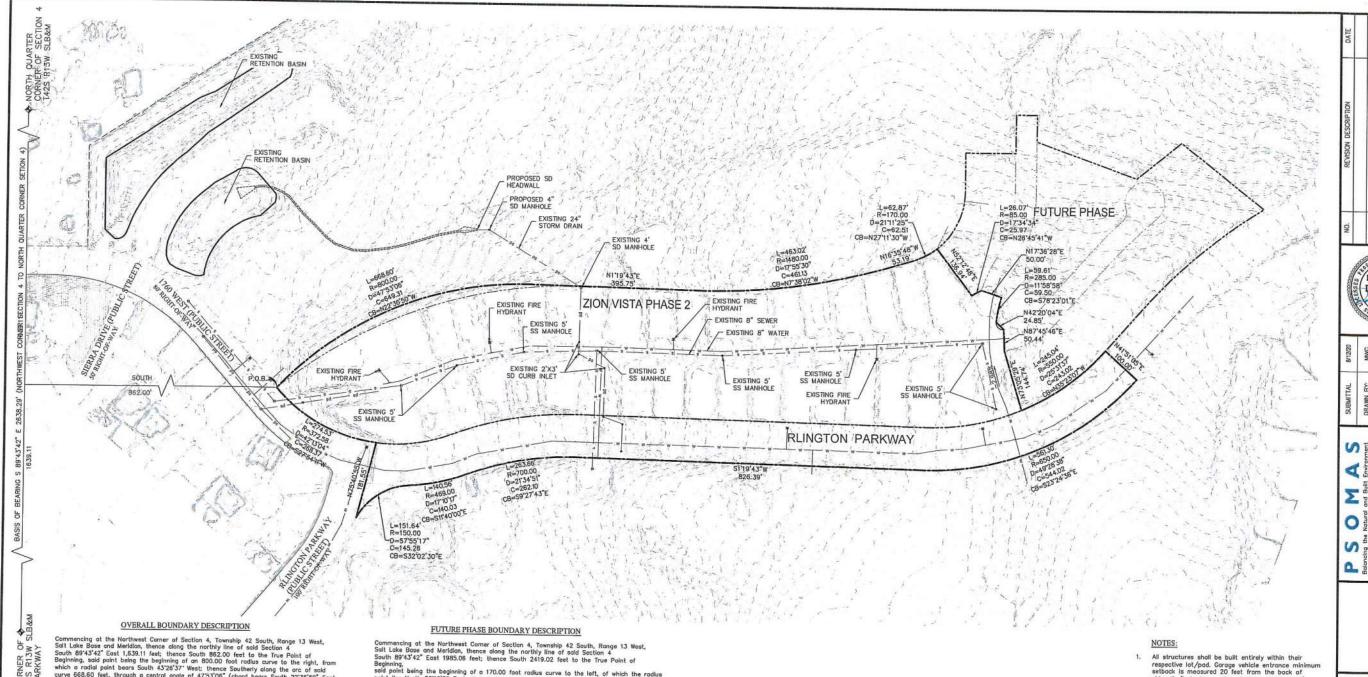
PSOMAS 4179 RIVERBOAT ROAD, SUITE 200 SALT LAKE CITY, UT 84106

SITE DATA : ZION VISTA PHASE 2 TOTAL GROSS ACRES: 11.79
TOTAL ROAD R.O.W.: 98,328 SQ. FT BUILDING PAD AREA: 37 UNITS-301,641 SQ. FT. 3.1 UNITS/ACRE





1 OF 4



Commencing at the Northwest Carner of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian, thence along the northly line of said Section 4
South 83'43'42' East 1,639.11 feet; thence South 852.00 feet to the True Point of Beginning, said point being the beginning of an 800.00 foot radius curve to the right, from which a radial point bears South 43'26'37' West; thence Southerly along the arc of said curve 666.50 feet, through a central angle of 47'35'08' (chard bears South 22'36'50' East 649.31 feet); thence South 01'19'43'' West 395.75 feet to a point on a 1480.00 foot radius curve to the left; thence Southerly along said curve 463.02 feet through a central angle of 17'35'30' (chard bears

649.31 feet); thence South 017843* West 393.75 feet to a point on a 1480,00 foot radius curves to the left; thence Southerly along said curve 463.02 feet through a central angle of 1755'30* (chard beers South 6736'02* East 461.13 feet); thence South 6736'02* East 62.51 feet); thence South 67274'04* East 53.19 feet to a point on a 85.00 foot radius curve to the right; thence South 6874'04* East 52.97 feet); thence South 67374* (chard bears South 2771'30* East 62.51 feet); thence South 1736'24* West 150.00 feet to a point on a 85.00 foot radius curve to the right; thence South 5736'24* West 150.00 feet to a point on a non-tangent 285.00 foot radius curve to the left, from which a radius point bears South 1736'28* West; thence along said curve 59.61 feet through a central angle of 1128'59* (chord bears North 78'23'01* West 59.50 feet); thence South 4730'20'4* West 24.85 feet; thence South 3745'46* West 50.44 feet; thence South 7730'29* West 144.74 to point on a non-tangent 550.00 foot radius curve to the left, from which a radius point bears North 67'22'42' East; thence along soid curve 245.04 feet through a central angle of 23'13'7' (chord bears South 37'30'7 East 24.02 feet); thence radius curve to the right, from which a radius point bears North 67'22'42' East; thence along soid curve 245.04 feet through a central angle of 49'28'38' (chard bears North 87'42'45' West 50.40 feet to a point on a non-tangent 550.00 foot radius curve to the right, from which a radius point bears North 4151'05 East; thence along soid curve 551.30 feet through a central angle of 49'28'38' (chard bears North 23'24'36' West 54.40 feet); thence North 0119'34'36' East 26.50 feet to a point on a 700.00 radius curve to the right having a radius of 48.00 feet through a central angle of 49'28'38' (chard bears North 019'27'43' West 262.10 feet) to the point of a reverse curve to the right having a radius of 48.00 feet thro

- South 75'40'55" East 181.55 feet to a point on a non-tangent 372.58 foot radius curve
 to the right of which the radius point lies South 83'12'21" East;
 2.274.53 feet along the arc of sold curve through a central angle of 42'13'04" (chord bears
 North 27'54'11" East 268.37 feet) to the True Point of Beginning.

Solt Lake Base and Meridian, thence along the northly line of sold Section 4.

South 89'43'42" East 1985.06 feet; thence South 2419.02 feet to the True Point of
Beginning,
said point being the beginning of a 170,00 foot radius curve to the left, of which the radius
point lies North 52'12'39 East; thence Southbeasterly along the arc of sold curve 154.25 feet
through a central angle of 51'59'11 (chord bears South 63'46'52"East 149.01 feet); thence
South 89'46'32" East 91.30 feet; thence South 00'13'28" West 50.00 feet; thence
South 89'46'32" East 90.00 feet; thence South 00'13'28" West 50.00 feet; thence
North 89'46'32" East 90.00 feet; thence South 00'13'28" West 525.12 feet; thence
South 89'46'32" East 91.31 feet; thence South 09'13'28" West 525.12 feet; thence
South 59'16'06 West; thence south 09'13'28" West 525.12 feet; thence
South 59'16'06 West; thence along the arc of sold curve 380.70 feet through a central angle
of 17'27'00' (chord bears North 92'25'25" West 379.23 feet); thence North 40'25'55" West
123.75 feet to a point on a 505.00 foot radius curve to the left, of which the radius point les
sold curve 245.06 feet through a central angle of 53'14'4' (chord bears
North 33'23'03" West 243.04 feet); thence North 73'05'29" East 144.75 feet; thence North
87'45'46" East 50.44 feet; thence North 42'20'04" East 24.85 feet to a point on a
non-tangent 285.00 foot radius curve to the right; of which the radius point lies
South 05'37'29 West; thence olong sold curve 56.61 feet through a central angle
of 11'99'01' (chord bears South 78'23'01" East 59.50 feet); thence
North 17'36'28" East 50.00 feet to a point on a non-tangent 80.00 foot radius curve to the
left of which the radius point lies South 72'34'47" West; thence along the orc of sold
curve 26.09 feet
(chord bears North 26'45'41" West 25.97 feet); thence North 52'12'48" East 136.94 feet to
the Ture Point of Beginning.
Containing 260,335 Square Feet or 5.977 ocres, more or less.

Containing 260,335 Square Feet or 5.977 acres, more or less.

- All structures shall be built entirely within their respective lot/pad. Garge vehicle entrance minimum setback is measured 20 feet from the back of sidewalk (but always within their respective pod). Minimum front building setback shall be 20 feet from the back of sidewalk. Minimum rear building setback shall be 10 feet and minimum building side separation shall be 10 feet on the uphill side and 5 feet on the downhill side. Building setback from all public streets shall be 20 feet.
- No lots shall have direct access to 1760 West or Rlington Parkway.



SUBDIVISION RR PENGA OWNER: 3507 KIRK CIRCLE SALT LAKE CITY, UT 84106

Zion Vista Phase 2

1760 W. RLINGTON PARKWAY NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN

2 OF 4

VISTA PHASE 2

ZION VISTA PRELIMINARY F

CONDITIONS PLAN

EXISTING

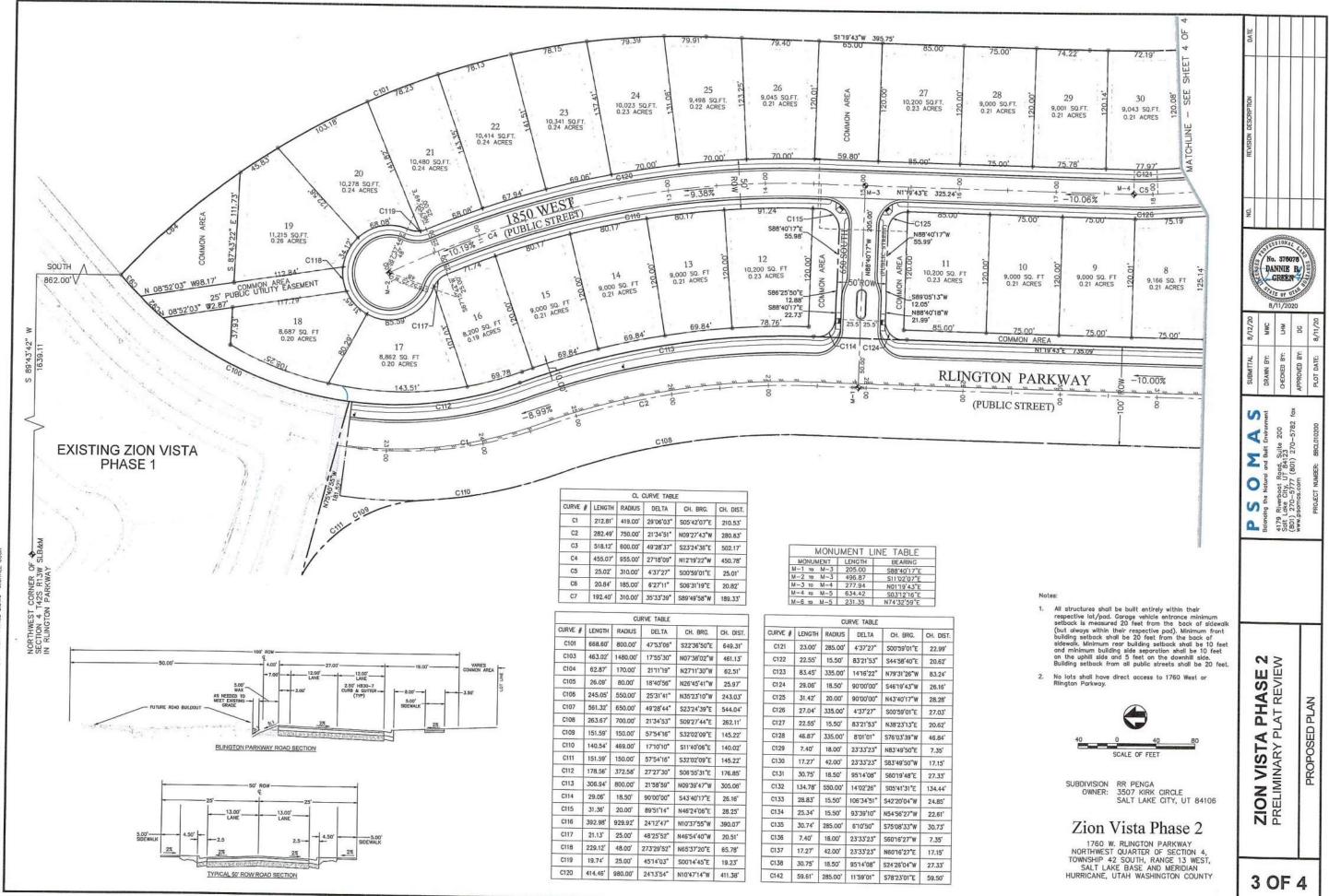
No. 376078 DANNIE BA

GREEN

841; (801)

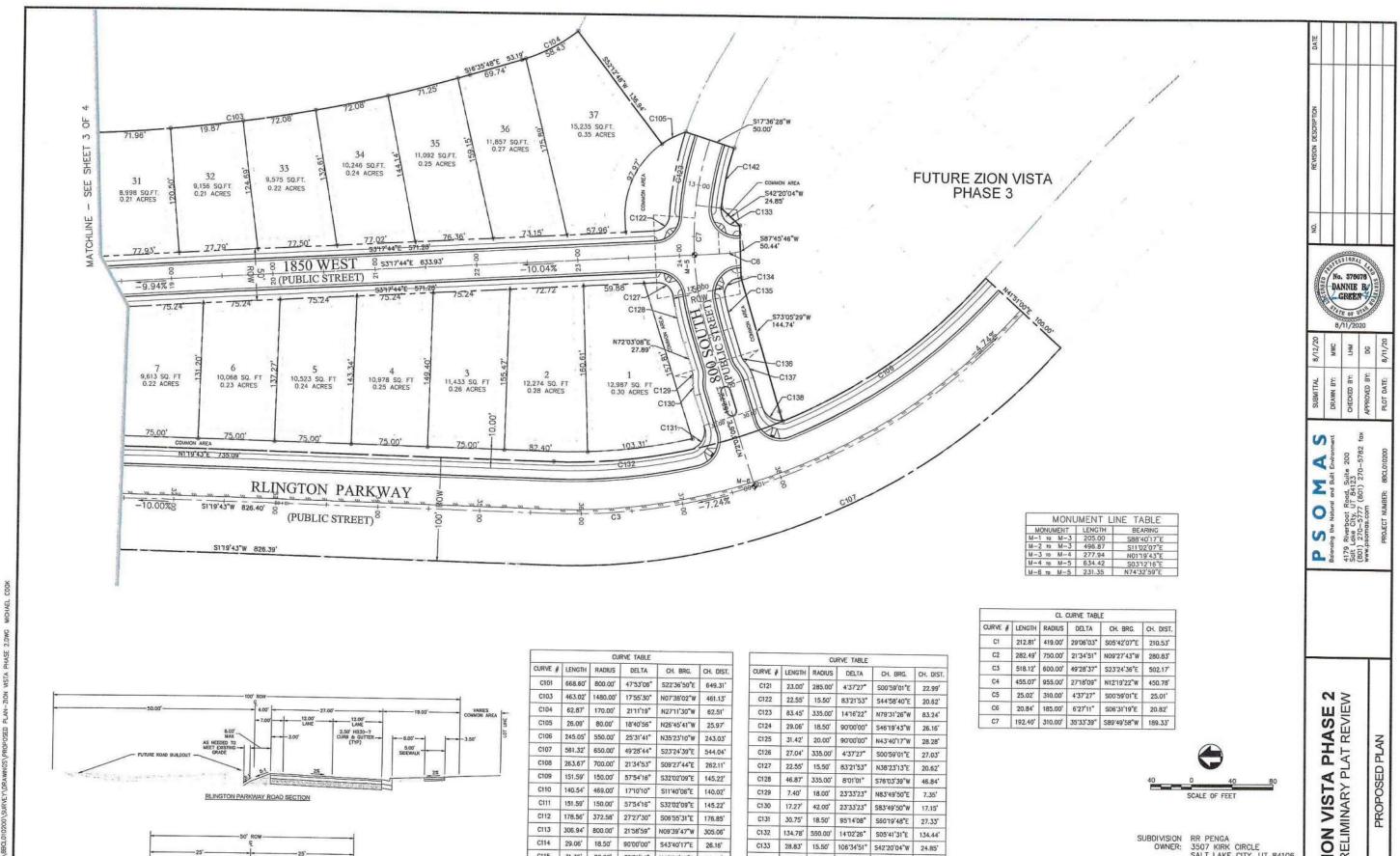
4179 Salt (801)

Contains 710,732 Square Feet or 16,316 Acres



PM U: \88CL010200\SURVEY\DRAWNGS\PROPOSED PLAN-ZION MSTA PHASE 2.DWG

B/11/2020 1:45 PW 11:\88C| 010200\SIB



C114 29.06' 18.50' 90'00'00"

C115 31.36' 20.00' 89'51'14" N46'24'06"E 28.25'

C116 392.98' 929.92' 24"12'47" N10"37'55"W 390.07'

C117 21.13' 25.00' 48'25'52" N46'54'40"W 20.51'

C118 229.12' 48.00' 273'29'52" N65'37'20"E 65.78'

C120 414.46' 980.00' 2413'54" N10'47'14"W 411.38'

C119 19.74' 25.00' 4514'03" S0014'45"E

S43'40'17"E 26.16'

C133 28.83' 15.50' 106'34'51" S42'20'04"W

C134 25.34' 15.50' 93'39'10" N54'56'27"W

C135 30.74' 285.00' 6'10'50" \$75'08'33"W

C137 17.27' 42.00' 23'33'23" N60'16'27"E

7.40' 18.00' 23'33'23" S60'16'27"W

C138 30.75' 18.50' 95'14'08" S24'26'04"W 27.33'

C142 59.61° 285.00° 11°59'01" S78°23'01"E 59.50°

C136

24.85

22.61

TYPICAL 50' ROW ROAD SECTION

1760 W. RLINGTON PARKWAY NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN 4 OF 4 HURRICANE, UTAH WASHINGTON COUNTY

SUBDIVISION RR PENGA

OWNER: 3507 KIRK CIRCLE SALT LAKE CITY, UT 84106

Zion Vista Phase 2

FINAL SITE PLAN APPLICATION

City of Hurricane 147 North 870 West Hurricane, UT 84737 (435) 635-2811 FAX (435) 635-2184

Fee: \$250.00

For Office Use Only:
File No. 2020 - FSP-12
Receipt No. -7.660146

	I FUR DOCK COM POMINIMA III
Name	e: Love Dock andominims LL Telephone: 80-747-3073
Addr	ess: 270 E 9305, Orem, VT 8+038 Fax No.
Agen	t (If Applicable): Telephone:
Emai	l:Agent Email:
Addr	ess/Location of Subject Property: Approx 13.344 acres Hwy91
Tax I	D of Subject Property: Paral # +-4-24-422 Zone District: PDO
Prop	parcel # H. 4-24-133 osed Use: (Describe, use extra sheet if necessary)
	ndominiums
meet	 cittal Requirements: This application must be accompanied by a set of development plans which the following standards: Plans shall be drawn at a scale of no smaller than 1"=100" Submit one (1) set of plans on 11 x 17 inch paper. Also submit one (1) copy of all plans on larger sheets when ever a reduction is required. Except for the landscaping plan, the other plans shall be prepared, stamped and signed by a professional engineer licensed by the State of Utah.
The fo	llowing shall be shown on separate sheets:
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	eplan including: _a) All facilities related to the project located within two hundred and fifty (250) feet of the site boundary; _b) Layout, dimensions, and names of existing and future road rights-of-way; _c) Project name, North arrow, and tie to a section monument; Horizontal Control _d) The boundary lines of the project site with bearings and distances; _e) Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas; _f) Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment; _g) Location of man-made features including irrigation facilities, bridges, and buildings _h) A tabulation table showing total gross acreage, square footage of street rights-of-way, square footage of building footprint, square footage of total building floor area, number of parking spaces, and, if any, the number and type of dwellings and the percentage devoted to each dwelling type and overall dwelling unit density;
	 i) Identification of property, if any, not proposed for development, and; j) Proposed reservations for parks, playgrounds, and school or other public facility sites, if any.

STAFF COMMENTS

Agenda:

Auguest 26, 2020

File Number: 2020-FSP-12

Type of Application:

Final Site Plan Approval, Administrative

Applicant:

Lone Rock Condominiums LLC

Agent:

N/A

Request:

Final Site Plan Lone Rock Condominims

Location:

Located on Old Highway 91 and Foothills Canyon Drive

General Plan:

Multi-Family Res 6-15 Units/Acres

Current Zoning:

RM-3 PDO

Discussion: This is the final site plan for the Lone Rock Condominiums, which was granted preliminary approval in December of 2019. There are several conditions listed within the Development Agreement that need to be addressed within the final site plan. Below are listed the main nine terms within the development agreement with staff comments on each item in red.

- 1. To provide no more than 200 units. The final site plan contains a total of 200 units.
- 2. To provide 420 parking spaces, or 2.10 spaces per unit. The applicant has provided a total of 437 parking spaces.
- 3. To maintain as part of this agreement in the project CC&Rs an owner-occupancy ratio of approximately 60%. It is addressed in the CC&Rs.
- 4. To limit the adult occupancy per unit to 2 adults. It is addressed in the CC&Rs.
- 5. To maintain FHA certification and renew it before handing HOA over to residents. It is addressed in the CC&Rs.
- 6. To designate owner-occupied units and rental units and ensure owner-occupied units are not changed to rental units. It is addressed in the CC&Rs.
- 7. To limit the height of the three buildings north of Knollwood Townhomes, designated as 8, 9, and 11 on the Preliminary Site Plan, to no more than two stories and 25' in height. The proposed two-story buildings are just over 29' tall, which is a violation of the Development Agreement. Buildings need to be more clearly labeled for their location.
- 8. To permit a maximum height of the three-building on the east side of the property designated as 3, 4, and 5 on the Preliminary Site Plan, to no more than four stories and 50 feet in height. These buildings are on the site plan as H.2., L.4, and M.4. Building Elevation has been submitted that would match these restrictions. Buildings need to be more clearly labeled for their location.

9. To separate Project from Knollwood Townhomes by a fence, wall, landscaping, or other barrier or a combination thereof as approved with a final site plan. *There is a border wall along the property boundary*.

JUC Comments:

The JUC signed the full construction set in August 2020.

Staff Comments on Final Site Plan:

- 1. The placement and general layout of the site plan comply with the preliminary site plan.
- 2. The applicant will need to take steps to resolve issues with items number 7 and 8 above.
- 3. The three-story buildings are taller than the permitted use within the zone, limiting the max height to 35', and the proposed buildings are 39' tall.
- 4. There is no lighting plan within the final site plan as required by Hurricane City Code.
- 5. Landscaping meets the standards.

Recommendation: Staff recommends approval of the final site plan subject to the following comments:

- 1. A full outdoor lighting plan is submitted that complies with Hurricane City Code 10-33-5 (F)
- 2. Proposed building heights are modified to meet City standards and the signed development agreement.

DEVELOPMENT AGREEMENT FOR LONE ROCK CONDOMINIUMS LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the day of <u>february</u>, 2020 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and Lone Rock Condominiums LLC, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

- A. Developer is the owner of approximately 13.34 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").
- B. On <u>Dec. 19,2019</u>, the City Council approved a Planned Development Overlay for Property vesting zoning based on the Preliminary Site Plan set forth on EXHIBIT B ("Site Plan"), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the "Project").
- C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.
- D. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.
- E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.
- F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.
- G. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

- H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- I. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.
 - J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

- 1. <u>Incorporation of Recitals</u>. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.
- 2. Zoning. The Property shall be developed in accordance with (i) the requirements of the _Planned Development Overlay zone combined with an underlying RM-3 zone. _, (ii) all other features as generally shown on the Final Plat, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the attached Preliminary Site Plan as permitted by the aforementioned zoning designations for the Property.
- 3. Governing Standards. The Preliminary Site Plan, the record of the City Council meeting, and this Agreement (together the "Approval Documents") establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Approval Documents. All Developer submittals must comply generally with the Approval Documents. Non-material variations to the Preliminary Site Plan, as defined and approved by the City's Zoning Administrator, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.
- 4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:
 - a. To provide no more than 200 units
 - b. To provide 420 parking spaces, or 2.10 spaces per unit.
 - c. To maintain as part of this agreement and in project CC&Rs an owner-occupancy ratio of approximately 60%.

- To limit the adult occupancy per unit to 2 adults.
- e. To maintain FHA certification and renew it before handing HOA over to residents
- f. To designate owner occupied units and rental units and ensure owner occupied units are not changed to rental units
- g. To limit the height of the three buildings north of Knollwood Townhomes, designated as 8,9, and 11 on the Preliminary Site Plan, to no more than 2 stories and 25 feet in height.
- h. To permit a maximum height of the three building on the east side of the property designated as 3, 4, and 5 on the Preliminary Site Plan, to no more than 4 stories and 50 feet in height.
- To separate Project from Knollwood Townhomes by a fence, wall, landscaping or other barrier or combination thereof as approved with a final site plan.
- 5. <u>Construction Standards and Requirements</u>. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.
 - a. This project contains FHA approved condominiums that range from 2-story, 10 unit buildings to 4-story, 24 unit buildings with a total of 200 units. A single water connection per building, sized per water engineering standards, that limits the number of meter boxes and feed lines on common areas is more desirable for a quality product. Therefore, it is hereby agreed that impact fees for individual residential units will be paid per unit but the building will be designed and built with one meter per building. Water billing will be through the Homeowners Association. Landscape water will be provided through a separate meter.
 - b. As a vehicle to begin an FHA case number for final FHA approvals, City will grant a temporary certificate of occupancy for individual unit to the developer when interior units meet all code requirements but do not yet have floor coverings. Developer understands they will not be given final occupancy until it meets conventional City standards. No closing of individual units will take place until final Occupancy Permits have been issued from the City.

Vested Rights and Reserved Legislative Powers.

a. <u>Vested Rights</u>. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. 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., §10-9a-509.

- i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:
 - 1. <u>Developer Agreement</u>. Future laws that Developer agrees in writing to the application thereof to the Project;
 - Compliance with State and Federal Laws. Future laws which
 are generally applicable to all properties in the City and which
 are required to comply with State and Federal laws and
 regulations affecting the Project;
 - 3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 - Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 - 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
 - 6. <u>Impact Fees</u>. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

- b. Reserved Legislative Powers. 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 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, Western Land Equities, Inc. v. City 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 law.
- 7. <u>Default</u>. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.
 - a. <u>Remedies</u>. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:
 - All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.
 - The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.
 - The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8. <u>Notices</u>. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Lone Rock Condominiums LLC

270 East 930 South Orem, UT 84058

Phone: (801) 592-8393

To the City:

City of Hurricane

Attention: Fay Reber, City Attorney

68 S. 700 W.

Hurricane, UT 84737

General Term and Conditions.

- a. <u>Headings</u>. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. <u>Binding Effect</u>. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.
- c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- d. <u>Third Party Rights</u>. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements
- e. <u>Further Documentation</u>. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- f. <u>Relationship of Parties</u>. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

- h. <u>Performance</u>. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.
- i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- j. <u>Construction</u>. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- k. <u>Consents and Approvals</u>. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.
- Approval and Authority to Execute. Each of the Parties represents and
 warrants as of the Effective Date this Agreement, it/he/she has all requisite power and
 authority to execute and deliver this Agreement, being fully authorized so to do and that
 this Agreement constitutes a valid and binding agreement.

m. Termination.

- i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.
- ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

- 10. <u>Assignability</u>. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.
 - a. <u>Notice</u>. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
 - b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
 - c. <u>Grounds for Denying Assignment</u>. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
 - d. <u>Assignee Bound by this Agreement</u>. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- 11. <u>Sale or Conveyance</u>. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.
- 12. <u>No Waiver</u>. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
- 13. <u>Severability</u>. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.
- 14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

15. <u>Amendment</u>. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE

ATTEST:	
City Recorder	By: Son Brangell Mayor
	DEVELOPER:
OFAT ST	Lone Rock Condominiums LLC, a Utah limited liability company By:
***************************************	Name: Bruce R. Dickerson Title:
STATE OF UTAH)	

On the 21 day of January 2020 Since R.

On the 21 day of January 2019, personally appeared before me <u>pickerson</u>, who being by me duly sworn, did say that he is the Manager of Lone Rock Condominiums LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

BREANNE ELIZABETH SMITH

NOTARY PUBLIC - STATE OF UTAH

COMMISSION# 697716

COMM.EXP. 11-11-2021

Notary Public Residing at:

Exhibit A

Legal Description Parcel 1: H-4-2-4-422

BEGINNING AT A POINT WHICH IS SOUTH 00°28'35" WEST 1343.35 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST OF THE SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY LINE OF ORGILL INC. BOUNDARY, RECORDED DECEMBER 30, 2004, AS ENTRY NO. 919292, IN BOOK 1701, AT PAGE 2109, OFFICIAL WASHINGTON COUNTY RECORDS, IN SAID COUNTY, IN THE STATE OF UTAH, AND RUNNING THENCE ALONG SAID PROPERTY BOUNDARY AND LEAVING SAID CENTER SECTION LINE SOUTH 24°36'08" EAST 771.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 91 REALIGNMENT, RECORDED AS ENTRY NO. 579572, IN BOOK 1141, AT PAGE 84, OFFICIAL WASHINGTON COUNTY RECORDS; THENCE LEAVING SAID ORGILL INC. BOUNDARY LINE AND ALONG SAID RIGHT-OF-WAY SOUTH 70°41'29" WEST 347.50 FEET TO THE SOUTHEAST CORNER OF KNOLLWOOD TOWNHOMES PHASE 1-AMENDED, RECORDED AS ENTRY NO. 489341, IN BOOK 879, AT PAGE 76, OFFICIAL WASHINGTON COUNTY RECORDS, SAID POINT ALSO BEING ON THE SAID CENTER SECTION LINE OF SECTION 4; THENCE ALONG SAID CENTER SECTION LINE AND BOUNDARY LINE OF SAID KNOLLWOOD TOWNHOMES PHASE 1-AMENDED NORTH 00°28'35" EAST 262.54 FEET; THENCE LEAVING THE BOUNDARY LINE OF SAID KNOLLWOOD TOWNHOMES PHASE 1-AMENDED AND CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°28'35" EAST 553.81 FEET TO THE POINT OF BEGINNING; AS DESCRIBED BY SURVEY BY ALLIANCE CONSULTING UNDER DATE OF MARCH 15, 2006; SAID PROPERTY IS FORMERLY DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°23'16" WEST ALONG THE CENTER LINE A DISTANCE OF 483.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 91 RE-ALIGNMENT; THENCE CONTINUING NORTH 00°23'16" WEST ALONG SAID LINE, A DISTANCE OF 817.22 FEET; THENCE SOUTH 25°29'17" EAST, A DISTANCE OF 772.30 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 91 RE-ALIGNMENT; THENCE SOUTH 69°49'38" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 348.16 FEET TO THE POINT OF BEGINNING.

Legal Description Parcel 2: H-4-2-4-142

BEGINNING AT A POINT WHICH IS SOUTH 00°28'35" WEST 747.89 FEET ALONG THE CENTER SECTION LINE AND NORTH 90°00'00" WEST 277.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST OF THE SALT LAKE BASE AND MERIDIAN, WHICH POINT IS ALSO THE WESTERLY CORNER OF ORGILL INC. BOUNDARY, RECORDED DECEMBER 30, 2004, AS ENTRY NO. 919292, IN BOOK 1701, AT PAGE 2109, OFFICIAL WASHINGTON COUNTY RECORDS, IN SAID COUNTY, IN THE STATE OF UTAH, AND RUNNING THENCE ALONG SAID PROPERTY BOUNDARY SOUTH 24°36'08" EAST 654.90 FEET TO A POINT ON THE SAID CENTER SECTION LINE; THENCE LEAVING SAID ORGILL INC. BOUNDARY LINE TO SAID CENTER SECTION LINE SOUTH 00°28'35" WEST 553.81 FEET TO THE NORTHEAST CORNER OF KNOLLWOOD TOWNHOMES PHASE 1-AMENDED, ENTRY NO. 489341, IN BOOK 879, AT PAGE 76, OFFICIAL WASHINGTON COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF SAID KNOLLWOOD TOWNHOMES PHASE 1- AMENDED AND KNOLLWOOD TOWNHOMES PHASE 2 IN THE FOLLOWING EIGHT (8) COURSES: NORTH 89°32'22" WEST 137.53 FEET; THENCE NORTH 00°27'36" EAST 8.79 FEET; THENCE NORTH 89°32'22" WEST 218.40 FEET; THENCE SOUTH 60°39'29" WEST 193.33 FEET; THENCE SOUTH 65°48'07" WEST 87.85 FEET TO THE NORTHWEST CORNER OF SAID KNOLLWOOD TOWNHOMES PHASE 2; THENCE SOUTH 19°18'31" EAST 156.71 FEET; THENCE NORTH 70°41'24" EAST 22.39 FEET; THENCE SOUTH 19°18'31"

EAST 177.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 91 REALIGNMENT, ENTRY NO. 579572, IN BOOK 1141, AT PAGE 84, OFFICIAL WASHINGTON COUNTY RECORDS; THENCE LEAVING KNOLLWOOD TOWNHOME PHASE 2 BOUNDARY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE IN THE FOLLOWING TWO (2) COURSES; SOUTH 70°41'29" WEST 69.25 FEET TO THE POINT OF CURVATURE OF A 650.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT: THENCE SOUTHWESTERLY 134.37 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°50'39", TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FOOTHILLS CANYON DRIVE; THENCE ALONG SAID FOOTHILLS CANYON DRIVE RIGHT-OF-WAY LINE IN THE FOLLOWING FOUR (4) COURSES NORTH 34°41'35" WEST 29.65 FEET TO THE POINT OF CURVATURE OF A 460.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT; THENCE NORTHEASTERLY 666.09 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°57'57" TO THE POINT OF REVERSE CURVATURE OF A 1040.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT; THENCE NORTHWESTERLY 1025.15 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°28'40" TO THE POINT OF CURVATURE OF A 460.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT; THENCE NORTHEASTERLY 102.87 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°48'46"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 90°00'00" EAST 2.32 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 2 THE FOLLOWING DESCRIBED PARCELS A + B:

PARCEL A:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°23'16" EAST, ALONG THE CENTER SECTION LINE, A DISTANCE OF 2154.35 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 556.90 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY BOUNDARY LINE OF KNOLLWOOD TOWNHOMES PHASE 2 AS SHOWN BY ENTRY NO. 498612, OFFICIAL WASHINGTON COUNTY RECORDS; THENCE SOUTH 69°49'38" WEST, A DISTANCE OF 7.99 FEET; THENCE NORTH 20°10'22" WEST, A DISTANCE OF 136.57 FEET; THENCE NORTH 61°41'52" EAST, A DISTANCE OF 8.07 FEET; THENCE SOUTH 20°10'22" EAST, A DISTANCE OF 137.71 FEET, TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°23'16" EAST, ALONG THE CENTER SECTION LINE, A DISTANCE OF 2331.38 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 469.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY BOUNDARY LINE OF KNOLLWOOD TOWNHOMES PHASE 2 AS SHOWN BY ENTRY NO. 498612, OFFICIAL WASHINGTON COUNTY RECORDS; THENCE NORTH 29°57'01" WEST, A DISTANCE OF 78.04 FEET; THENCE NORTH 28°15'43" WEST, A DISTANCE OF 68.27 FEET; THENCE NORTH 20°45'47" WEST, A DISTANCE OF 15.00 FEET, TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 64°25'26" WEST, A RADIAL DISTANCE OF 2.91 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°13'49", A DISTANCE OF 3.82 FEET; THENCE NORTH 18°25'13" WEST, A DISTANCE OF 2.56 FEET; THENCE NORTH 07°28'13" WEST, A DISTANCE OF 13.5 FEET; THENCE NORTH 69°49'33" EAST, A DISTANCE OF 22.39 FEET; THENCE SOUTH 20°10'22" EAST, A DISTANCE OF 177.82 FEET, TO THE POINT OF BEGINNING.





VICINTY MAP

LAND USE SUMMARY

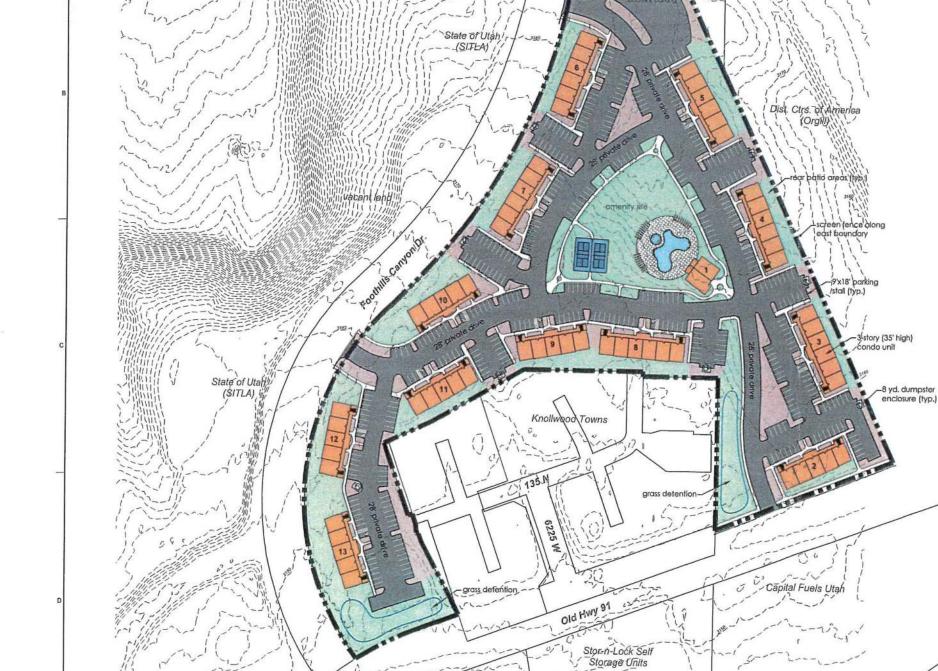
PARCEL AREA: 13.34 ac. TOTAL UNITS: 200 units UNIT TYPE: 2 bd/1 bth, 900sf DENSITY: 15.0 du/ac BLDG. TYPE: 3-story condos BLDG. HEIGHT: 35' max. PARKING: 420 stalls OPEN SPACE REQ'D: 3.38 ac. (25%) OPEN SPACE DESIGN: 4.45 ac. (33%) LANDSCAPE MISC .: 1.35 ac. (10%)

PHASING PLAN

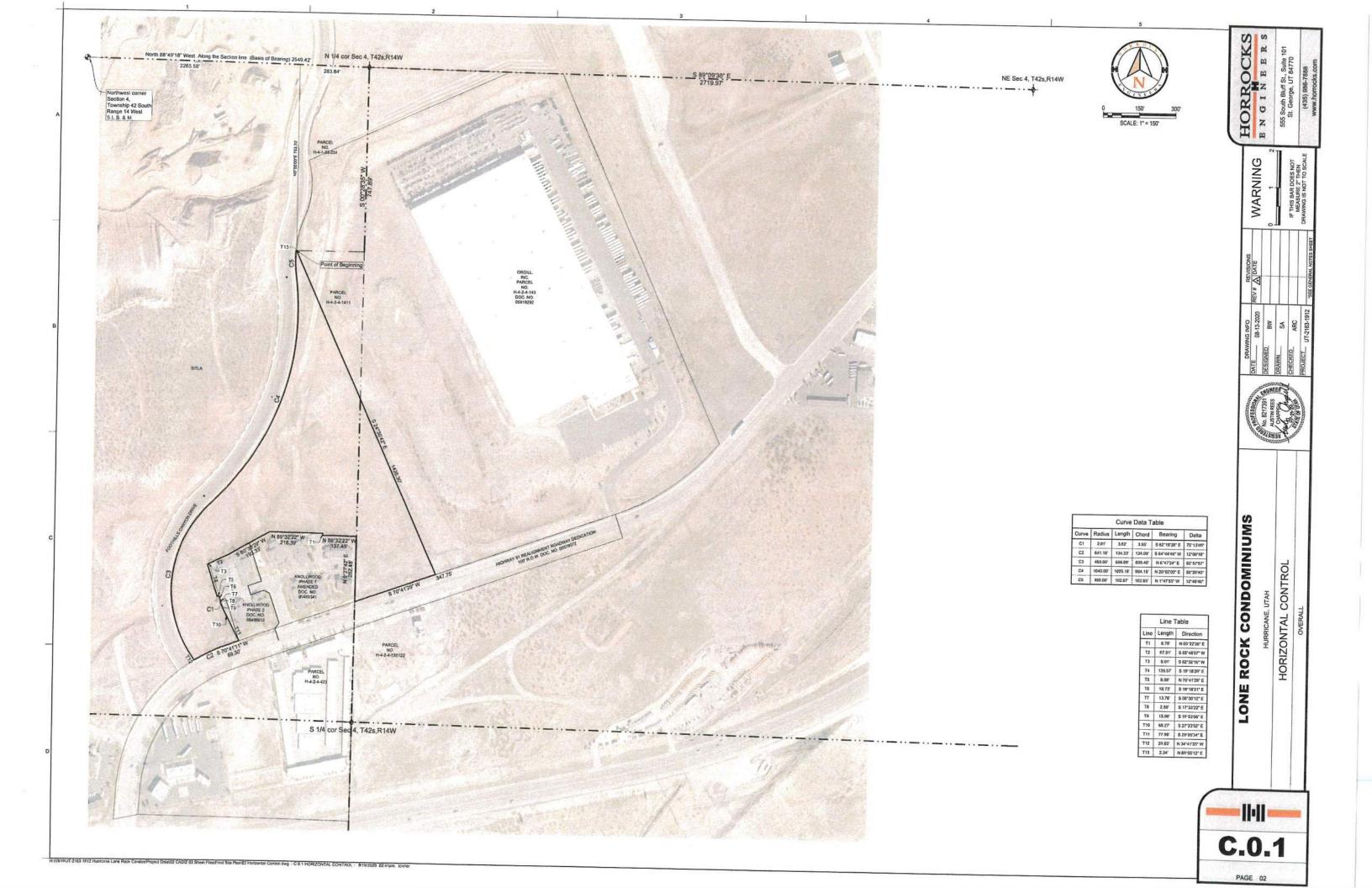
Per FHA/HUD requirements, each unit is funded and built as a stand alone phase. Therefore, the project will start with the amenity site (unit 1) and adjacent unit 4 as phase one. From that point, a minimum of one unit will be built starting on the south east corner (unit 2) and working in a counter clockwise direction. All of the utilities and mass grading will be completed in phase one with each unit being pad ready and all utilities stubbed ready for vertical construction.

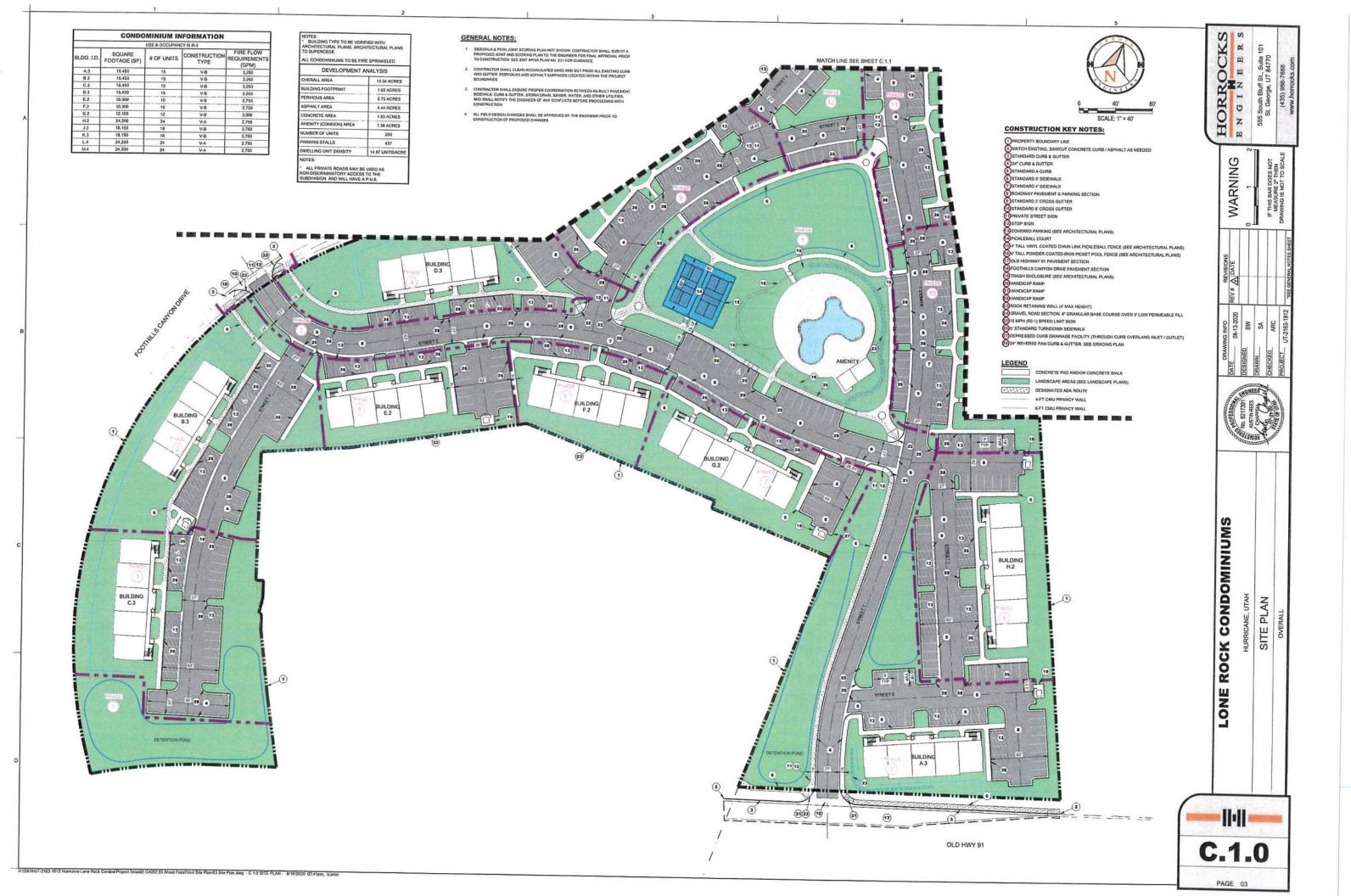


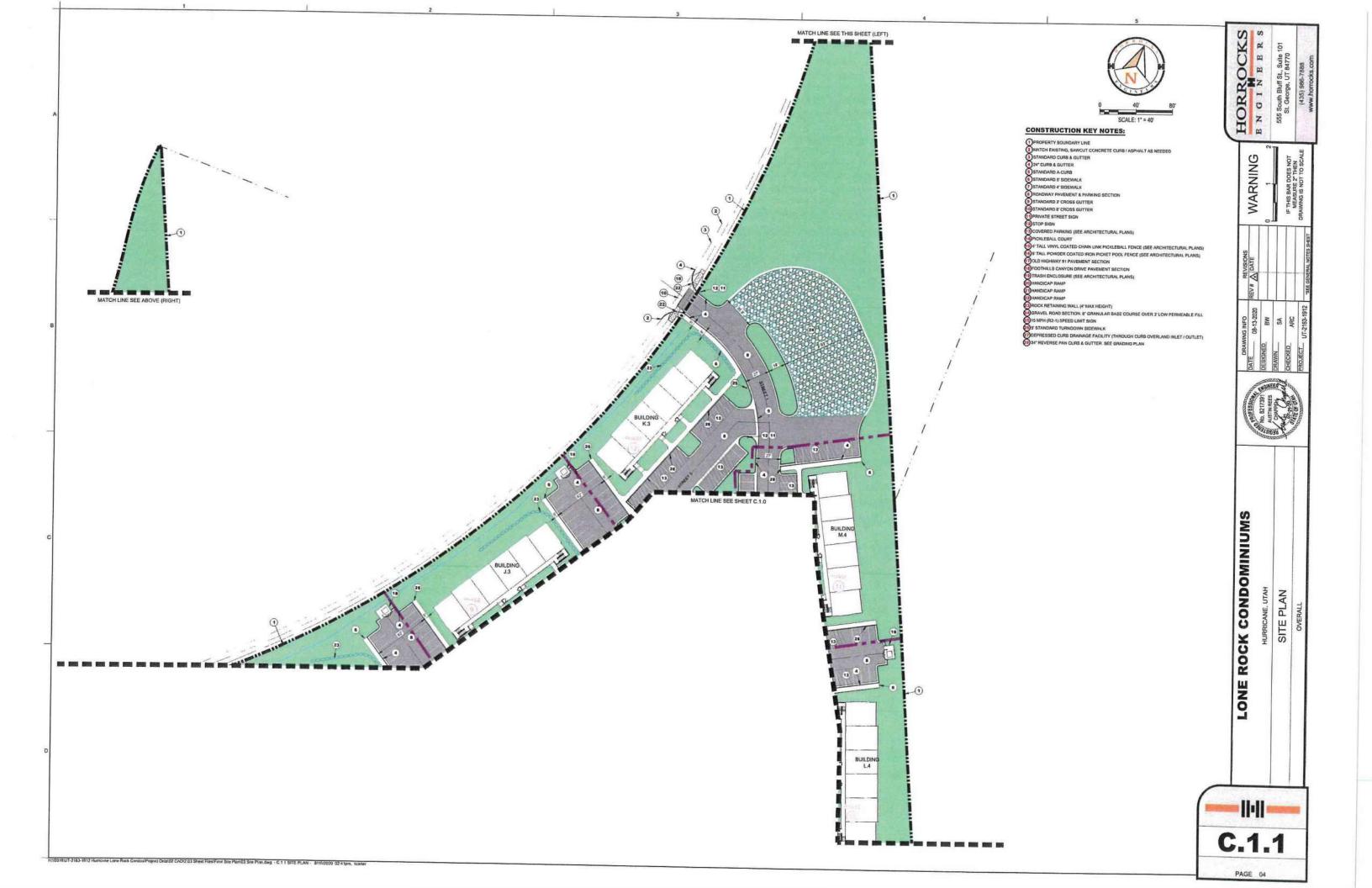


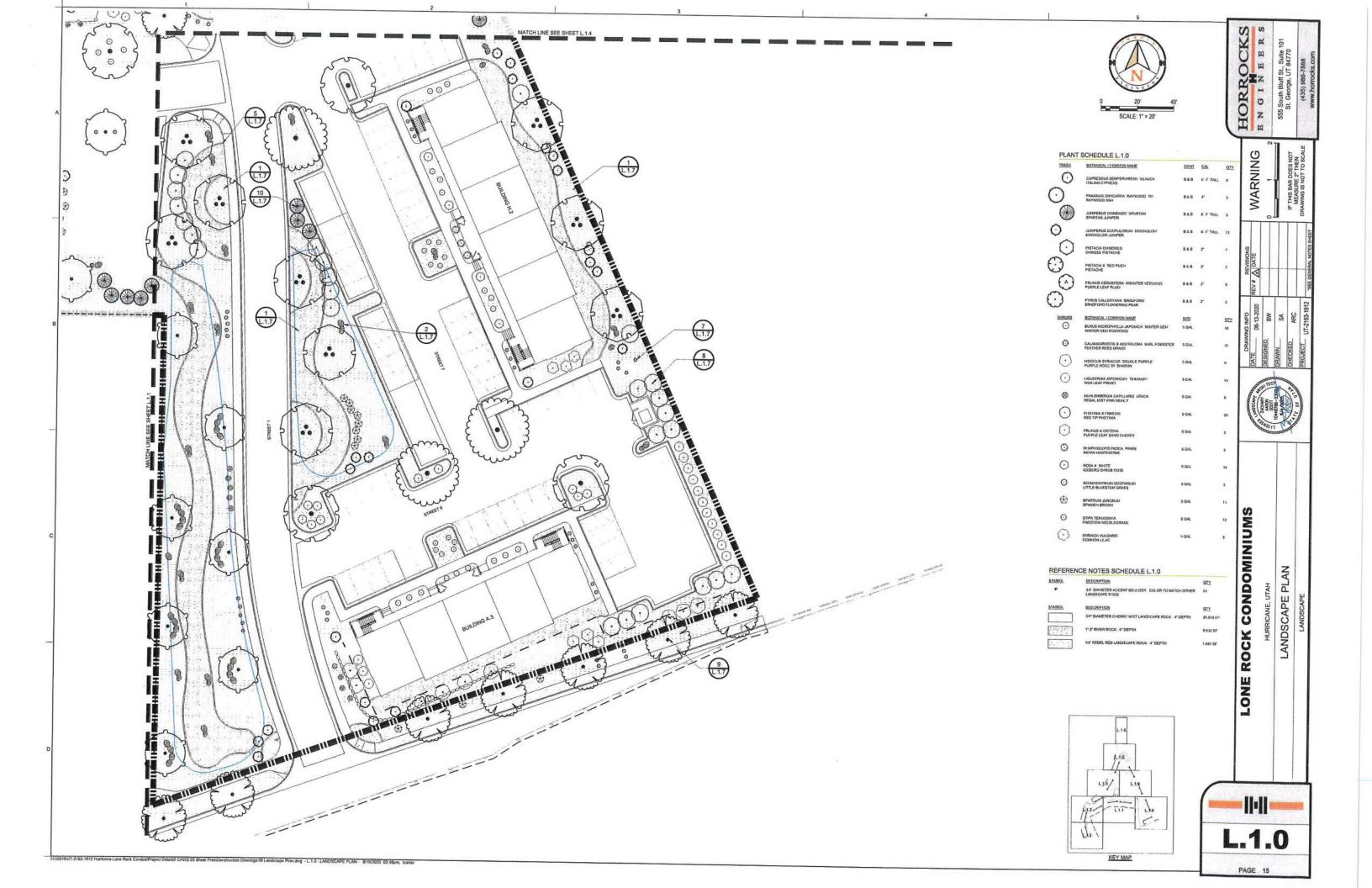


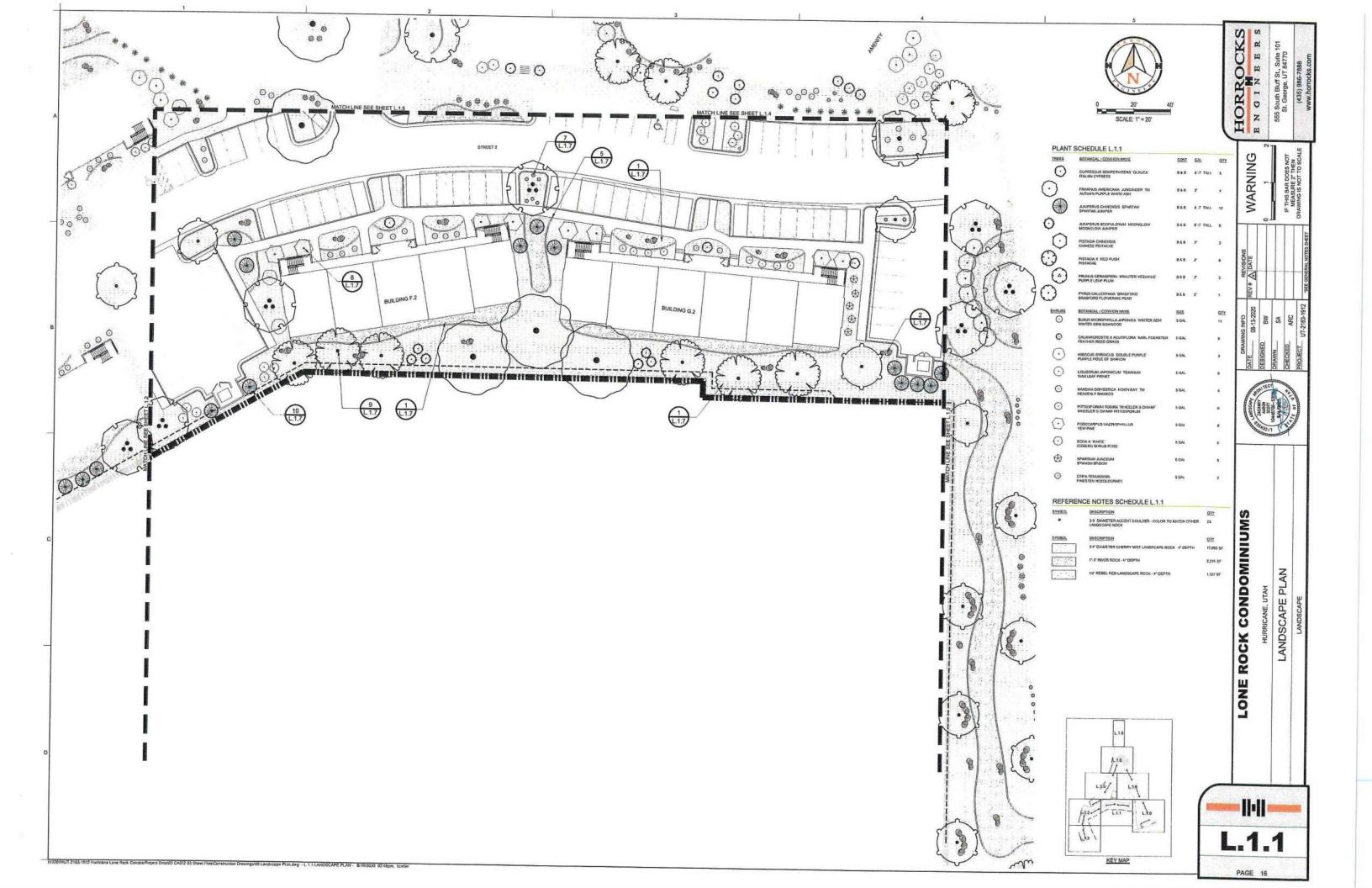
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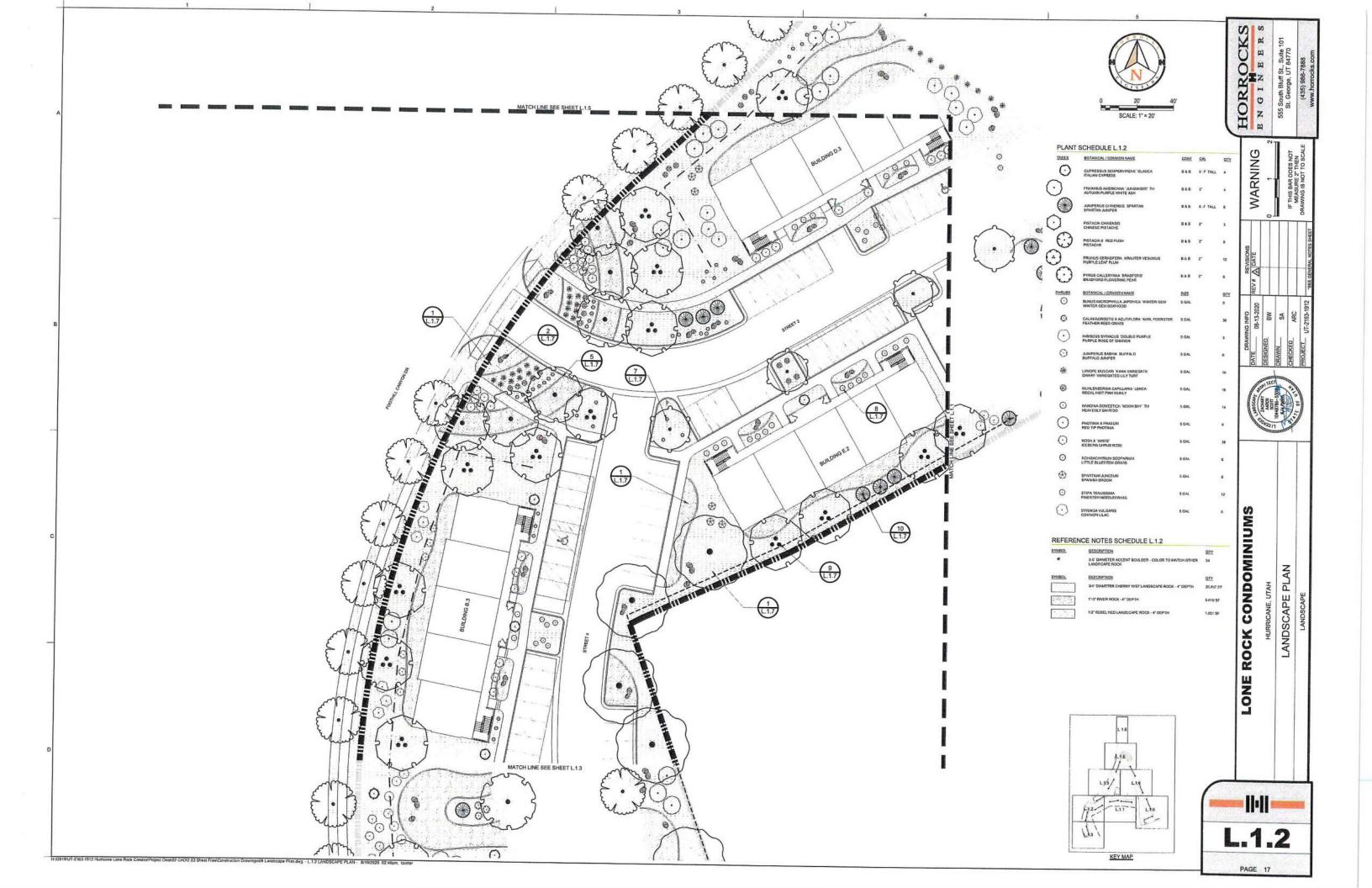


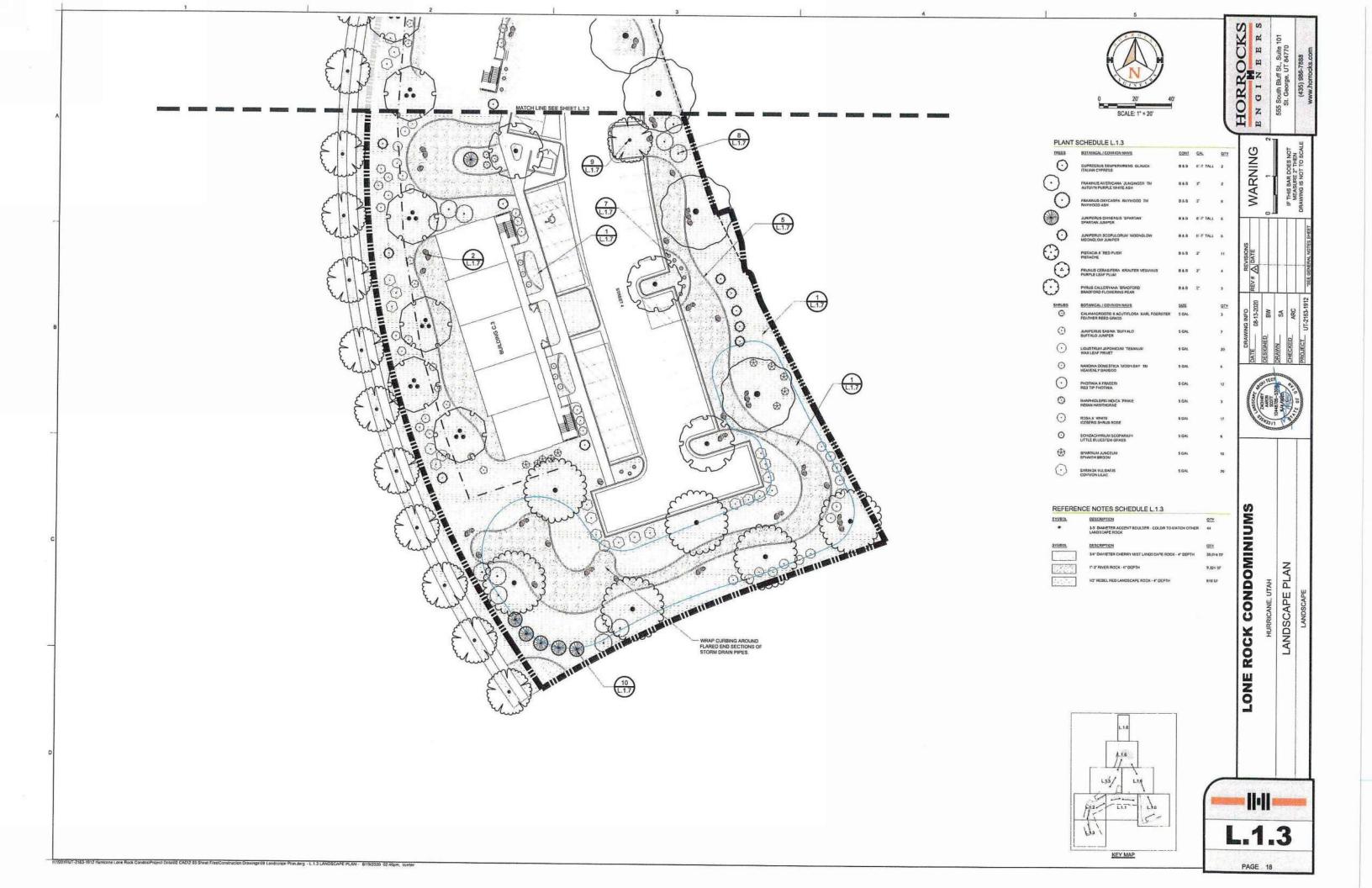


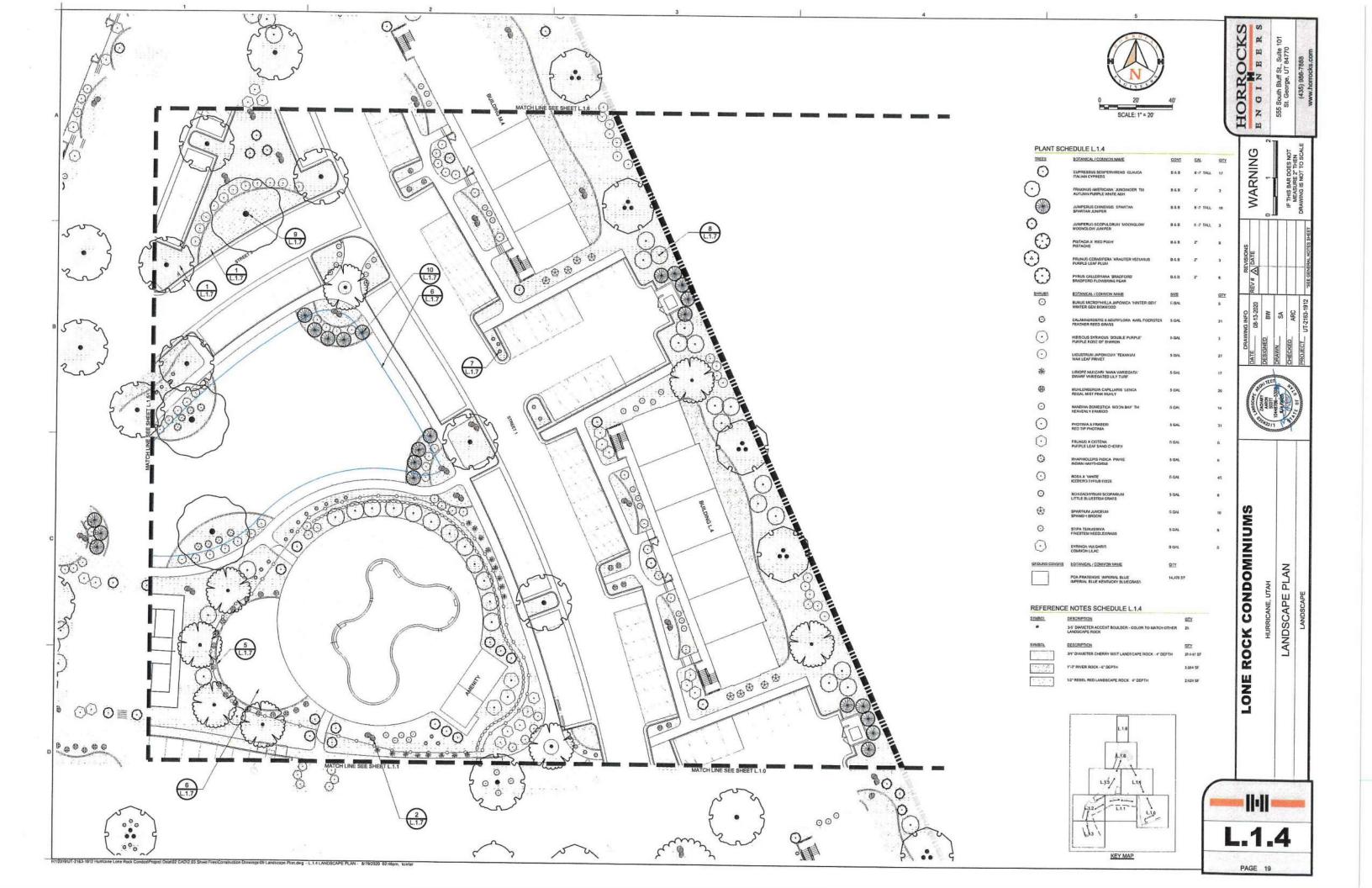


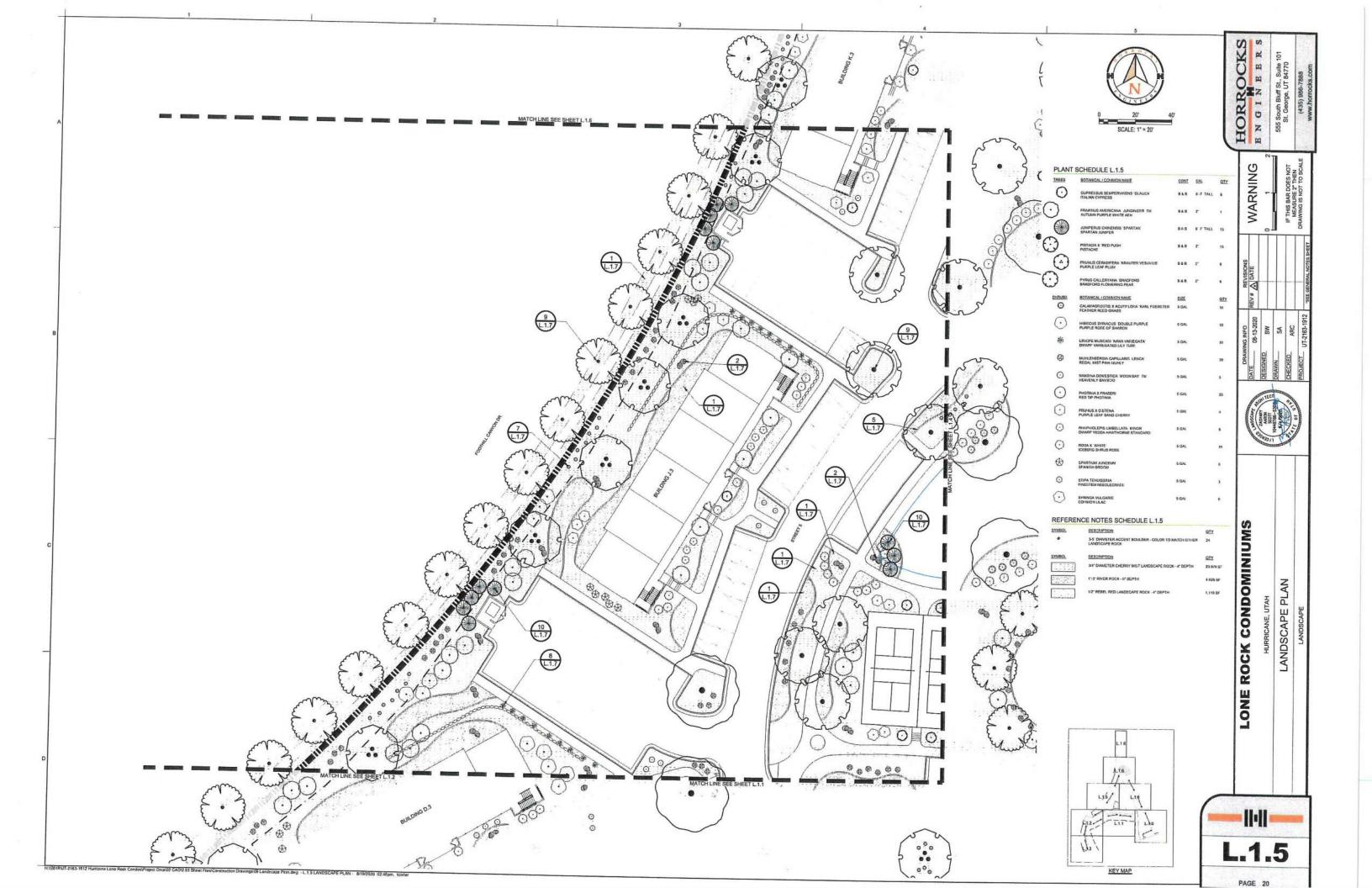


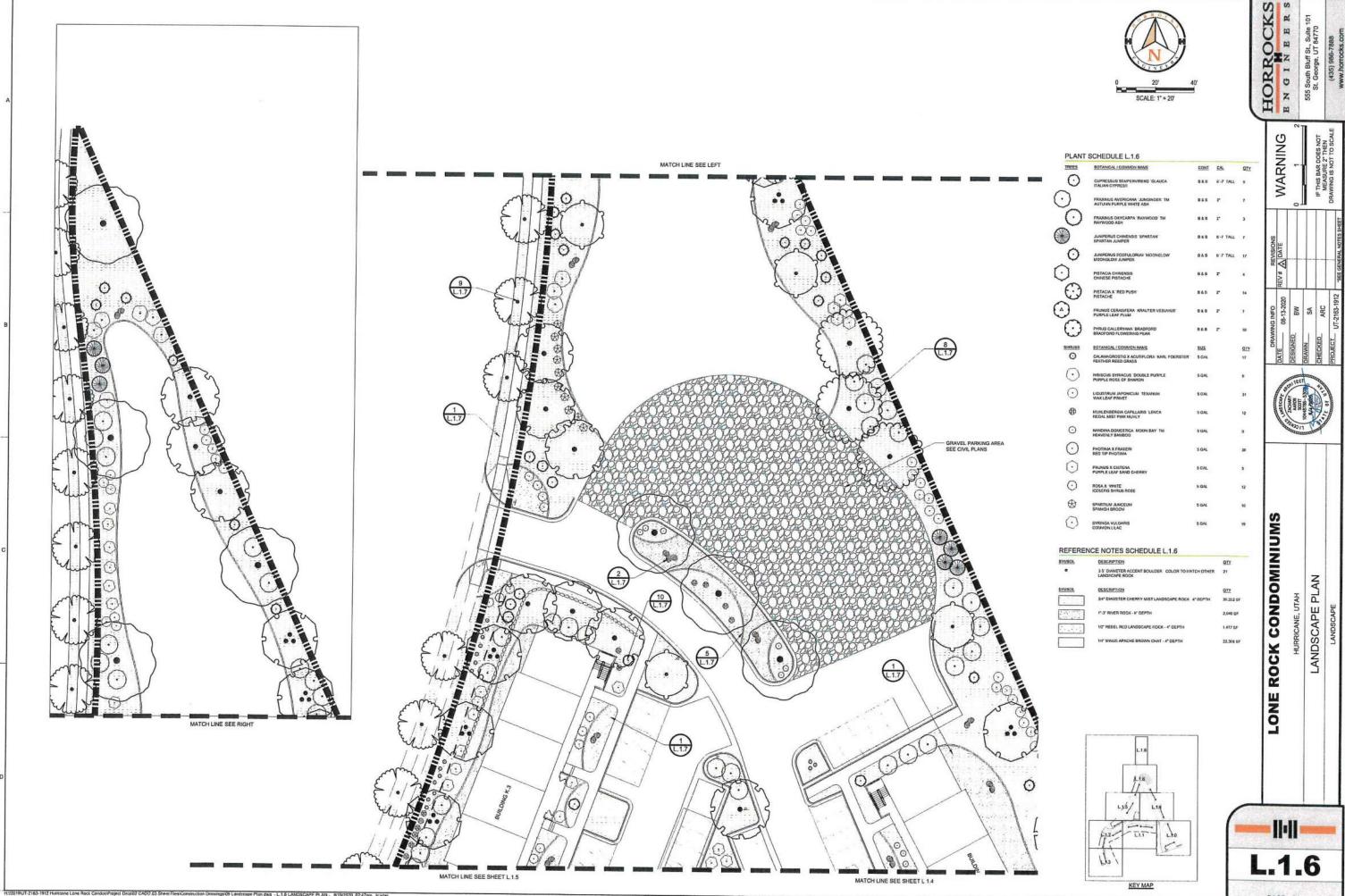












PAGE 21



FRONT ELEVATION
1/12" SCALE 11X17" - 1/16" SCALE 24X16

architettura

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Terry Judd Architect California Utah Hawaii

New Residence For: Lone Rock Condominiums

Cory Andersen

Approx. Address: Old Hwy. 91 and Foothills Canyon Dr.

DATE: March 18, 2020 PARCEL #: 22:051:0061

7 |

FRONT ELEVATION

тте

ABORDECT OF RECORD

REVISIONS
DATE DESCRIPTION

A.9



REAR ELEVATION
132" SCALE 11317- 1/16" SCALE 24336

architettura

801.310.7031

Terry Judd Architect

California Utah Hawaii

New Residence For: Lone Rock Condominiums

Cory Andersen

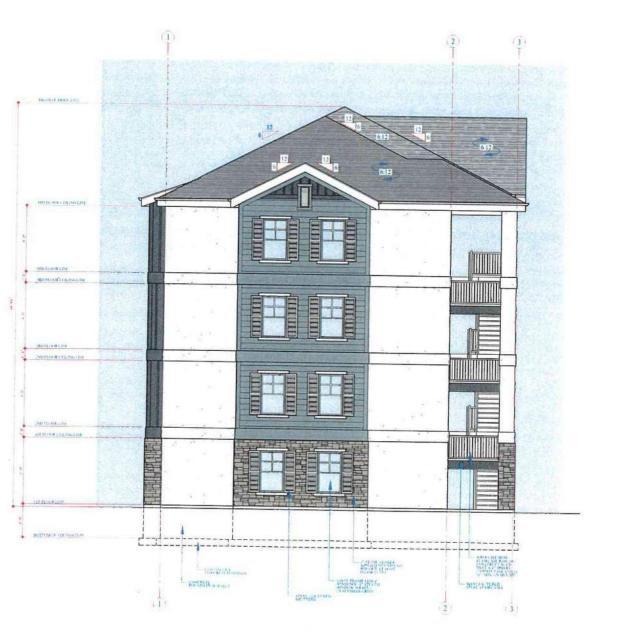
Approx. Address: Old Hwy. 91 and Foothills Canyon Dr.

DATE: March 18, 2020 PARCEL #: 22:051:0061

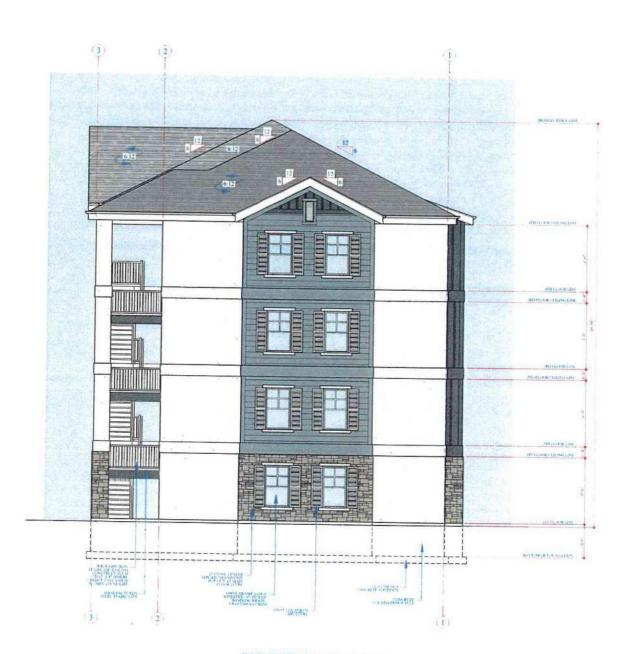
REAR ELEVATIONS

REVISIONS DATE DESCRIPTION

SHEET







RIGHT SIDE ELEVATION

architettura

801.310.7031

Terry Judd Architect California Utah Hawaii

New Residence For: Lone Rock Condominiums

Cory Andersen

Approx. Address: Old Hwy. 91 and Foothills Canyon Dr.

DATE: March 18, 2020 PARCEL #: 22:051:0061

ELEVATIONS LEFT/RIGHT



	REVISIONS
DATE	DESCRIPTION

SHEET A.11

FINAL SITE PLAN APPLICATION

City of Hurricane 147 North 870 West Hurricane, UT 84737 (435) 635-2811 FAX (435) 635-2184

Fee: \$250.00

For Office Use Only:
File No. 2020-FSP-13
Receipt No. 7.660323

Name: Hurricane Views, LLC Clark Colledge	Telephone: 801-884-6949
Address: 1192 E Draper PKWY #477, Draper, UT 84020	Fax No. 877-395-0591
Agent (If Applicable): N/A	Telephone: N/A
Email: clark@clarkcolledge.com	agent Email: N/A
Address/Location of Subject Property: Approximately	2100 West and Rlington Parkway
Tax ID of Subject Property: H-3-1-33-4402, H-3-1-33-3301	Zone District:
Proposed Use: (Describe, use extra sheet if necessary	residential subdivision containing single family homes and
multi family units	
sneets when ever a reduction is required.	a paper. Also submit one (1) copy of all plans on larger plans shall be prepared stamped and signed by a
c) Project name, North arrow, and tie to a section med. d) The boundary lines of the project site with bearing e) Layout and dimensions of proposed streets, building f) Location, dimensions, and labeling of other feature signage, and mechanical equipment; g) Location of man-made features including irrigation h) A tabulation table showing total gross acreage, so building footprint, square footage of total building	onument; gs and distances; ings, parking areas, and landscape areas; es such as bicycle racks, dumpsters, trash cans, fences, on facilities, bridges, and buildings quare footage of street rights-of-way, square footage of floor area, number of parking spaces, and, if any, the evoted to each dwelling type and overall dwelling unit development, and:

STAFF COMMENTS

Agenda:

Auguest 26, 2020

File Number: 2020-FSP-13

Type of Application:

Final Site Plan Approval, Administrative

Applicant:

Hurricane Views, LLC

Agent:

Clark Colledge

Request:

Final Site Plan for Hurricne Views and Village

Location:

Located on 2180 W and around 300 S

General Plan:

High Density Single Family, 4-8 Units/Acre

Current Zoning:

RM-2 PDO

Discussion: This is the final site plan for the Hurricane Views and Hurricane Village Plat A. This is the first phase of their development. During the preliminary application, the applicant submitted a sensitive lands plan that was approved by the City Council.

JUC Comments:

The full construction set has been submitted and reviewed by the JUC. However, the set is still missing the signature from Dominion Energy and Hurricane Public Works. Hurricane Public works has approved the set but is waiting for Dominion to sign before the City gives an official approval of the construction drawings. The applicant is planning on obtaining the needed signatures before the Planning Commission Meeting.

Staff Comments on Final Site Plan:

- 1. The placement and general layout of the site plan comply with the preliminary site plan.
- 2. Grading plan and lot elevations have been provided.
- 3. Landscaping has been submitted and complies with Hurricane City Code. Most open space and slops shall remain with natural landscaping, and shrubs and trees will be planted in front of the homes.
- 4. Building Elevations have been submitted, and they comply with Hurricane City standards.
- 5. Street lights are noted to meet Dark Sky and Hurricane City Standards. Lights placed on buildings will also need to follow the same standards.

Recommendation: Staff recommends approval of the final site plan subject to the following conditions:

- 1. Dominion Energy and Hurricane Public Works sign off on the construction drawings
- 2. All outdoor lighting shall comply with Hurricane City Code 10-33-5.



PATIO 80 sq. ft. DECK 9" Ceiling KITCHEN / DINING 9' Ceiling 11' 5" x 20' 5" GREAT ROOM 13' 11" x 13' 10" DOWN ENTRY 2-CAR GARAGE 18' 9" x 21' 2" COVERED PORCH

FIRST FLOOR

MASTER
BEDROOM
14' 8" x 12' 6"

DOWN

MASTER
BATH

DOWN

BELOW

BEDROOM 2
10' 10' x 11' 5"

SECOND FLOOR

OPT. RECREATION
23' 7" x 13' 8"

MECH. OPT. BATH
UP
UP
UP
UP
UNEXCAVATED
UNEXCAVATED

First Floor 722 sq. ft.

Second Floor 896 sq. ft.

Basement* 703 sq. ft.

Total Sq. Ft. 2,321 sq. ft.

Total Finished 1,618 sq. ft.

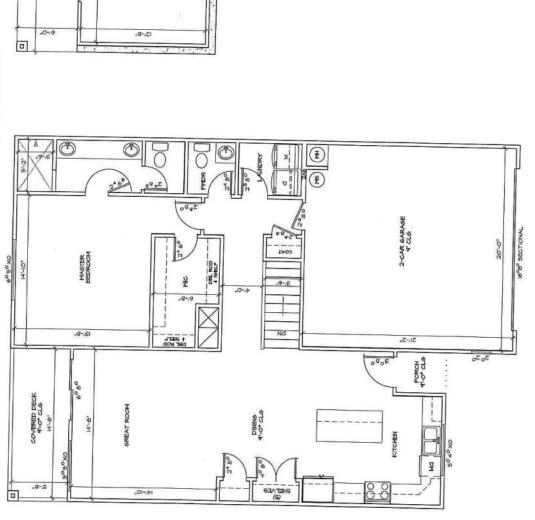
BASEMENT

*-Basements only if I	ot accommodates walkout
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BEDROOM

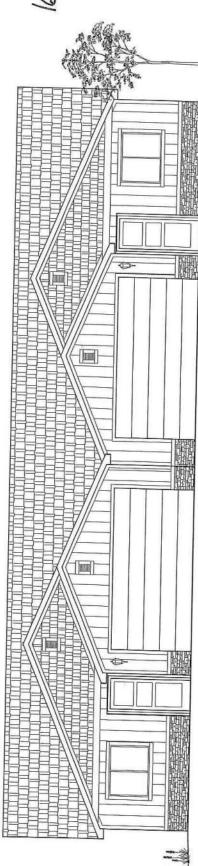
14.0

COVERED DECK



(7)

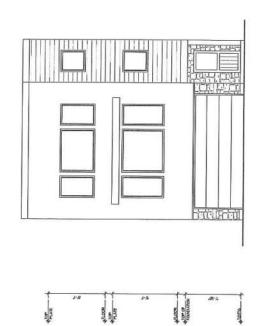




16.75 "TELL

Hurricane Views Units 16-23

Hurricane Village Units 16-19



HURRICANE, VIEWS HURRICANE, UTAH PLAN NAME HURRICANE HOUSE

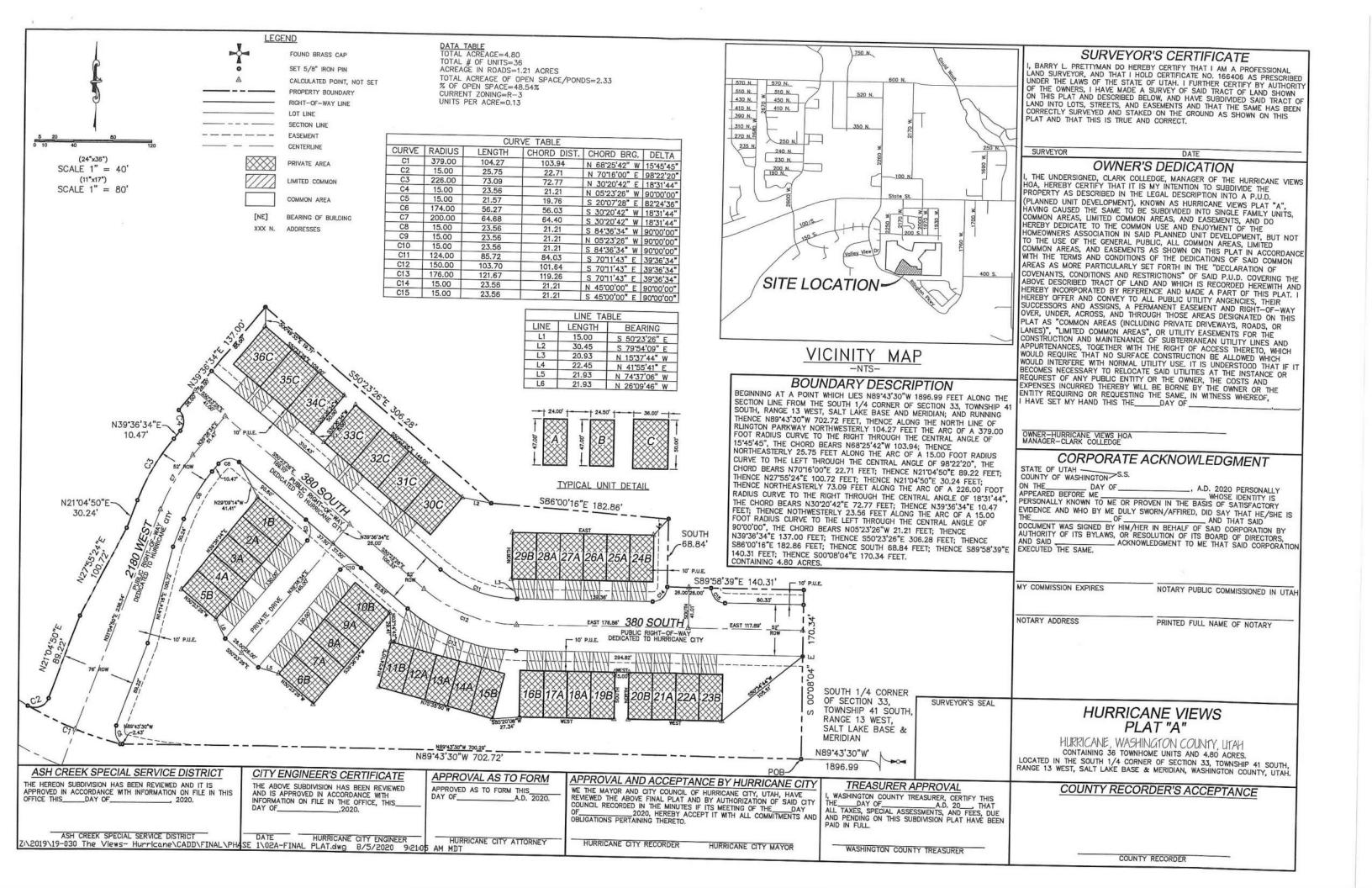
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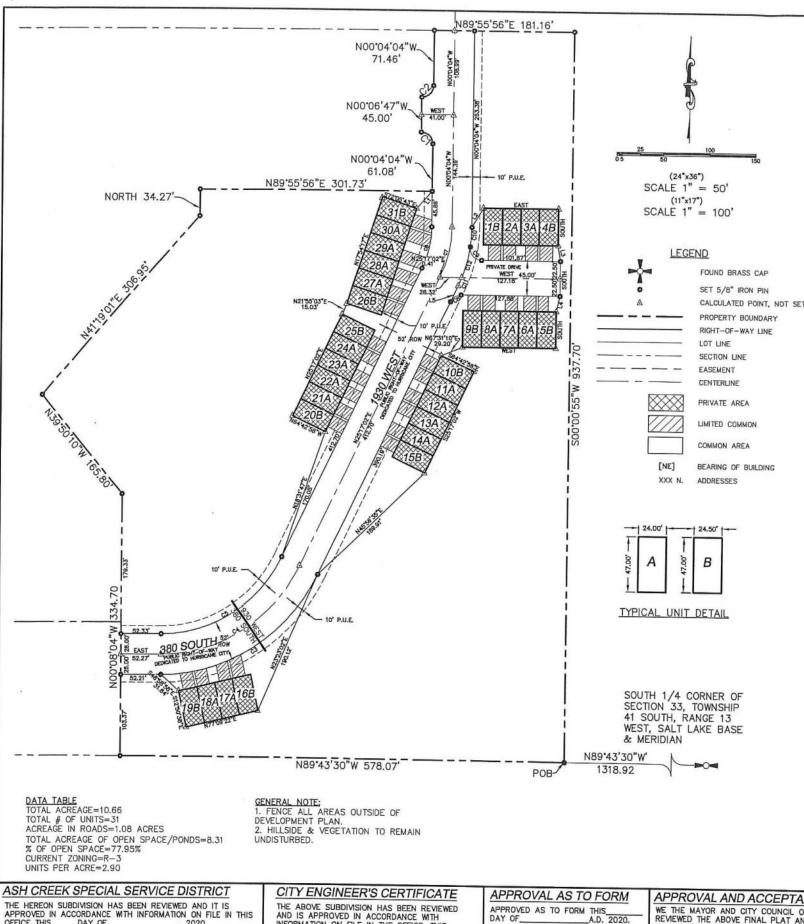
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FRONT AND REAR ELEVATION

A5





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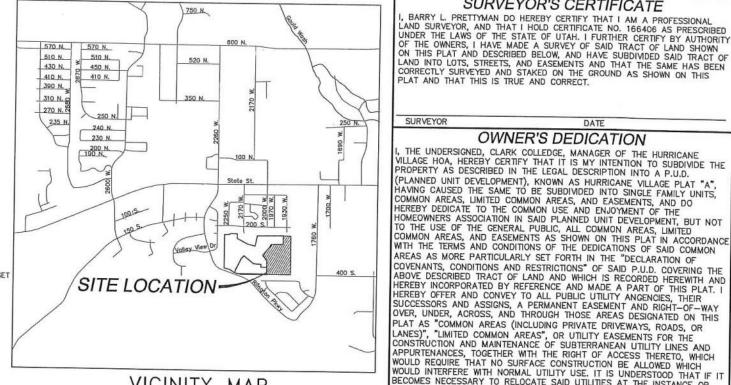
HURRICANE CITY ATTORNEY

ASH CREEK SPECIAL SERVICE DISTRICT

Z:\2019\19-030 The Views- Hurricane\CADD\FINAL\PHASE 1\02B-FINAL PLAT.dwg 8/5/2020 9:23:-

DAY OF_

ASH CREEK SPECIAL SERVICE DISTRICT



VICINITY MAP

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES N89'43'30"W 1318.92 FEET ALONG THE SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89'43'30"W 578.07 FEET; THENCE N00'08'04"W 334.70 FEET; THENCE N39'50'10"W 165.80 FEET; THENCE N41"19'01"E 306.95 FEET; THENCE NORTH 34.27 FEET; THENCE N89'55'56"E 301.73 FEET; THENCE NOO'04'04"W 61.08; THENCE NORTHWESTERLY 23.54 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 89"55'56", THE CHORD BEARS N45"02'02"W 21.20 FEET; THENCE NOO'06'47"W 45.00 FEET; THENCE NORTHEASTERLY 23.58 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRA ANGLE OF 90"04"04", THE CHORD BEARS N44"57"58"E 21.23 FEET; THENCE NOO'04'04"W 71.46 FEET; THENCE N89'55'56"E 181.16 FEET ALONG THE SOUTH LINE OF SANTA FEL HILLS P.U.D.; THENCE SOO'00'55"W 937.70 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING. CONTAINING 10.66 ACRES.

		CUF	RVE TABLE		
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	15.00	23.54	21.20	N 45'02'02" W	89'55'56"
C2	15.00	23.58	21.23	N 44'57'58" E	90'04'04"
C3	226.00	255.27	241.91		64'42'58"
C4	200.00	225.90	214.08		64'42'58"
C5	174.00	196.53	186.25		64'42'58"
C6	15.00	16.94	16.06	S 57'38'31" W	64'42'58"
C7	150.00	66.37	65.83	N 12'36'29" E	25'21'06"
C8	124.00	54.87	54.42		25'21'06"
C9	15.00	25.68	22.66	S 40'56'48" E	98'06'25"
C10	176.00	25.01	24.99	N 04'02'08" E	8'08'35"
C11	176.00	11.70	11.70	N 23*22'48" E	3'48'29"
C12	176.00	41.07	40.97	N 14'47'29" E	13'22'08"

	LINE TA	BLE
LINE	LENGTH	BEARING
L1	29.72'	N 41'32'20" E
L2	29.01	N 31"02'54" E
L3	20.22	S 08'31'51" E
L4	20.44	S 11'52'29" W
L5	22.51	N 2517'02" E

SURVEYOR'S SEAL

SURVEYOR DATE

OWNER'S DEDICATION

SURVEYOR'S CERTIFICATE

BARRY L. PRETTYMAN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL

THE UNDERSIGNED, CLARK COLLEDGE, MANAGER OF THE HURRICANE I, THE UNDERSIGNED, CLARK COLLEDGE, MANAGER OF THE HURRICANE VILLAGE HOA, HEREBY CERTIFY THAT IT IS MY INTENTION TO SUBDIVIDE THE PROPERTY AS DESCRIBED IN THE LEGAL DESCRIPTION INTO A P.U.D. (PLANNED UNIT DEVELOPMENT), KNOWN AS HURRICANE VILLAGE PLAT "A", HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO SINGLE FAMILY UNITS, COMMON AREAS, LIMITED COMMON AREAS, AND EASEMENTS, AND DO HEREBY DEDICATE TO THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION IN SAID PLANNED UNIT DEVELOPMENT, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AREAS, LIMITED COMMON AREAS, AND EASEMENTS AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEDICATIONS OF SAID COMMON AREAS AS MORE PARTICULARLY SET FORTH IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" OF SAID P.U.D. COVERING THE ABOVE DESCRIBED TRACT OF LAND AND WHICH IS RECORDED HEREWITH AND HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS PLAT. I HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY ANGENCIES. THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, ROADS, OR LANES)", "LIMITED COMMON AREAS", OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN UTILITY LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD THAT IF IT BECOMES NECESSARY TO RELOCATE SAID UTILITIES AT THE INSTANCE OR REQUREST OF ANY PUBLIC ENTITY OR THE OWNER, THE COSTS AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE NTITY REQUIRING OR REQUESTING THE SAME, IN WITNESS WHEREOF, HAVE SET MY HAND THIS THE DAY OF

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF WASHINGTON S.S. ON THE

DAY OF_ APPEARED BEFORE ME PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRED, DID SAY THAT HE/SHE IS

DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID ACKNOWLEDGMENT TO ME THAT SAID CORPORATION

MY COMMISSION EXPIRES

NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY ADDRESS

PRINTED FULL NAME OF NOTARY

HURRICANE VILLAGE PLAT "A"

HURRICANE, WASHINGTON COUNTY, UTAH CONTAINING 31 TOWNHOME UNITS AND 10.66 ACRES. LOCATED IN THE SOUTH 1/4 CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH.

COUNTY RECORDER'S ACCEPTANCE

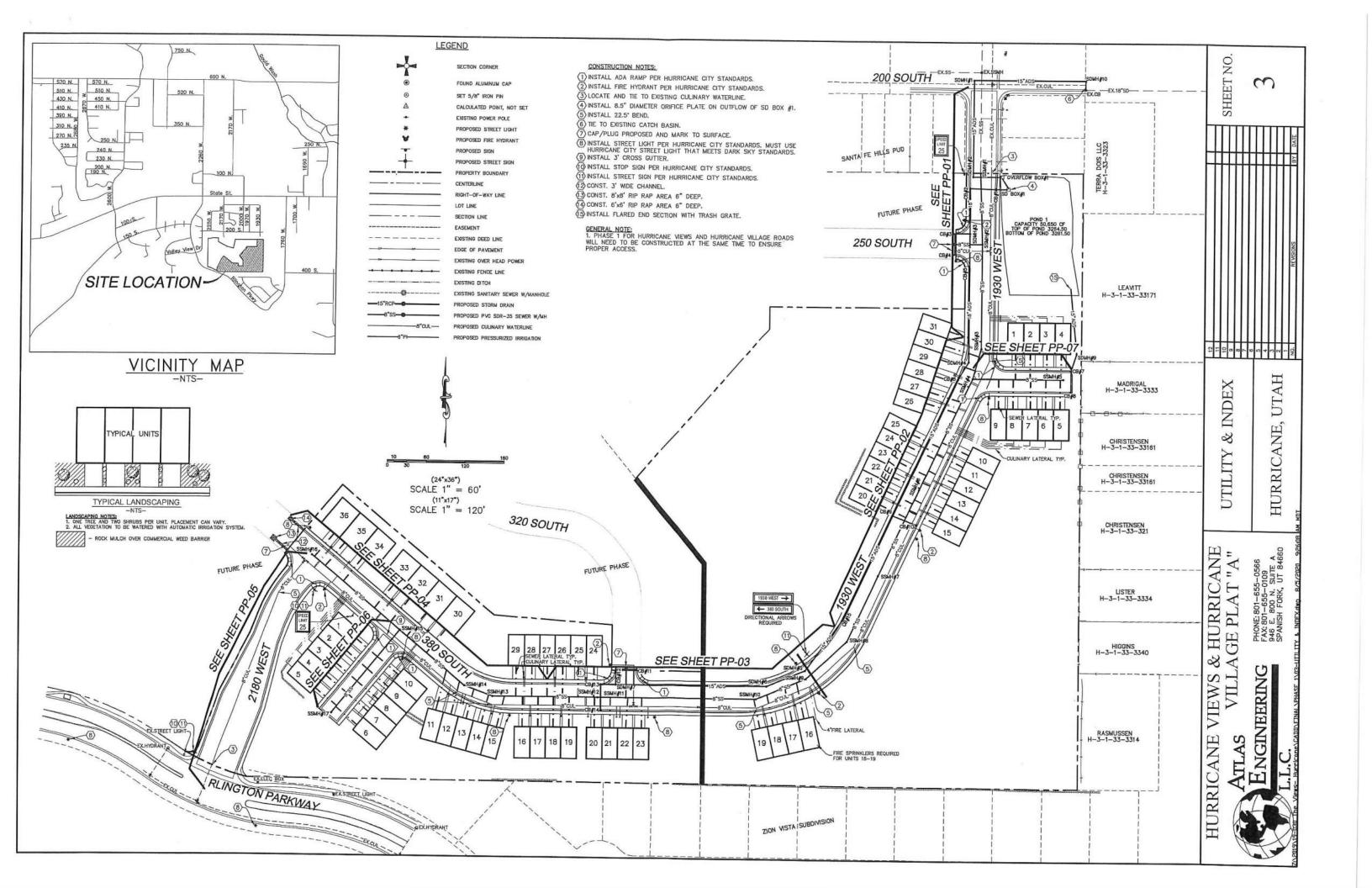
APPROVAL AND ACCEPTANCE BY HURRICANE CITY TREASURER APPROVAL

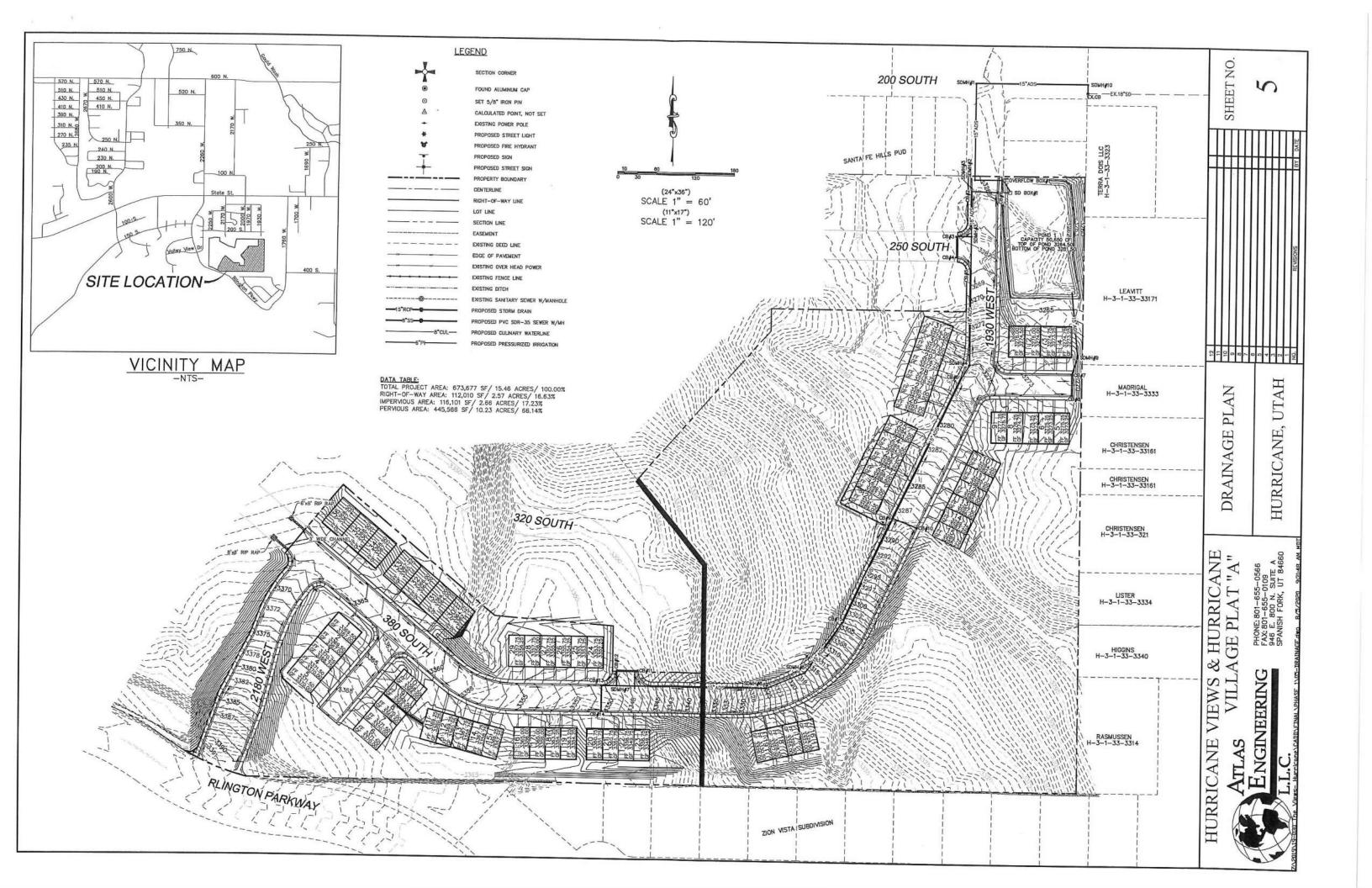
WE THE MAYOR AND CITY COUNCIL OF HURRICANE CITY, UTAH, HAVE REVIEWED THE ABOVE FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL RECORDED IN THE MINUTES IF ITS MEETING OF THE DAY OF 2020, HEREBY ACCEPT IT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO. WASHINGTON COUNTY TREASURER, CERTIFY THIS

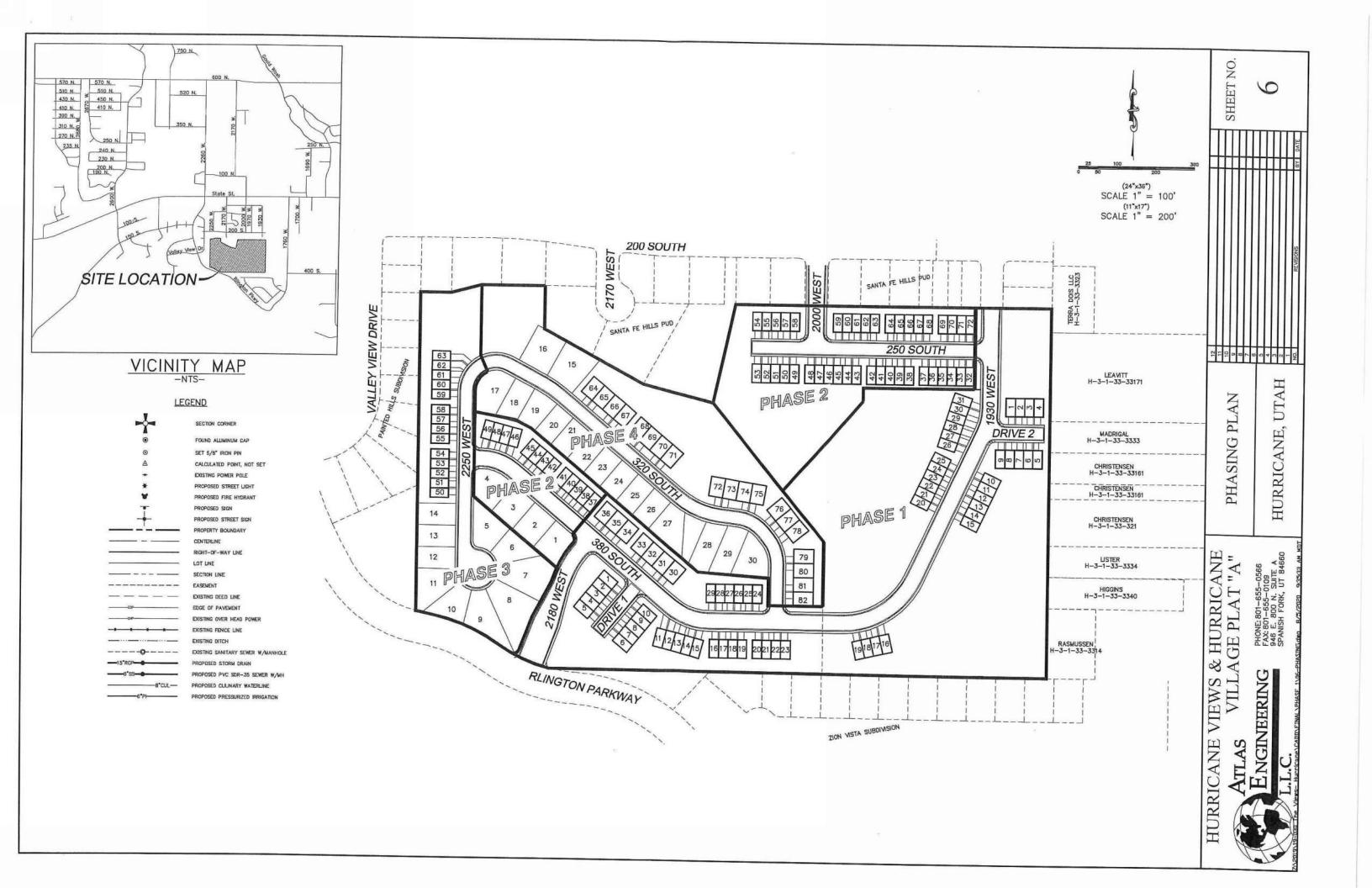
HURRICANE CITY RECORDER HURRICANE CITY MAYOR THE DAY OF A.D. 20 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES, DUE AND PENDING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.

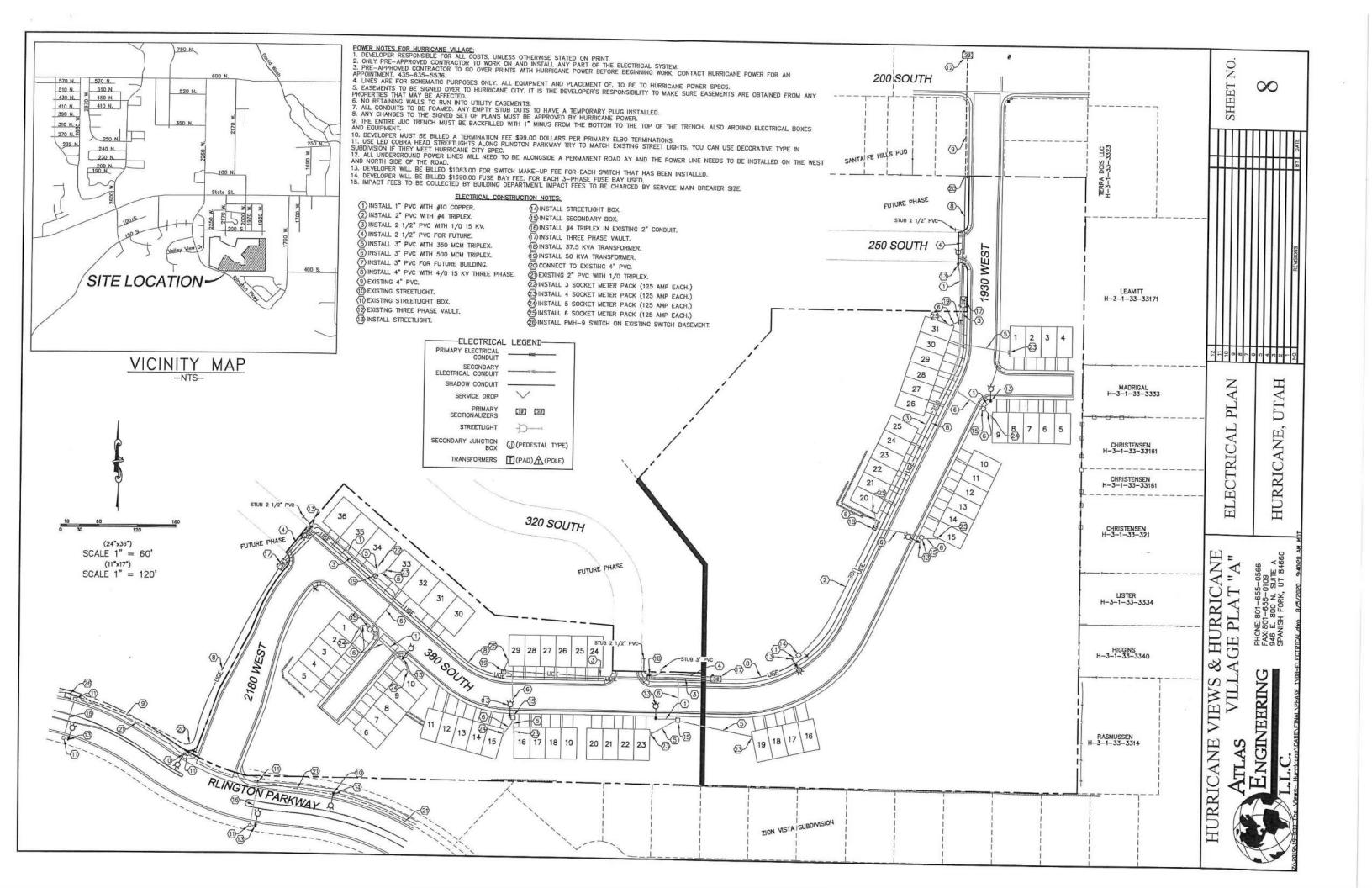
WASHINGTON COUNTY TREASURER

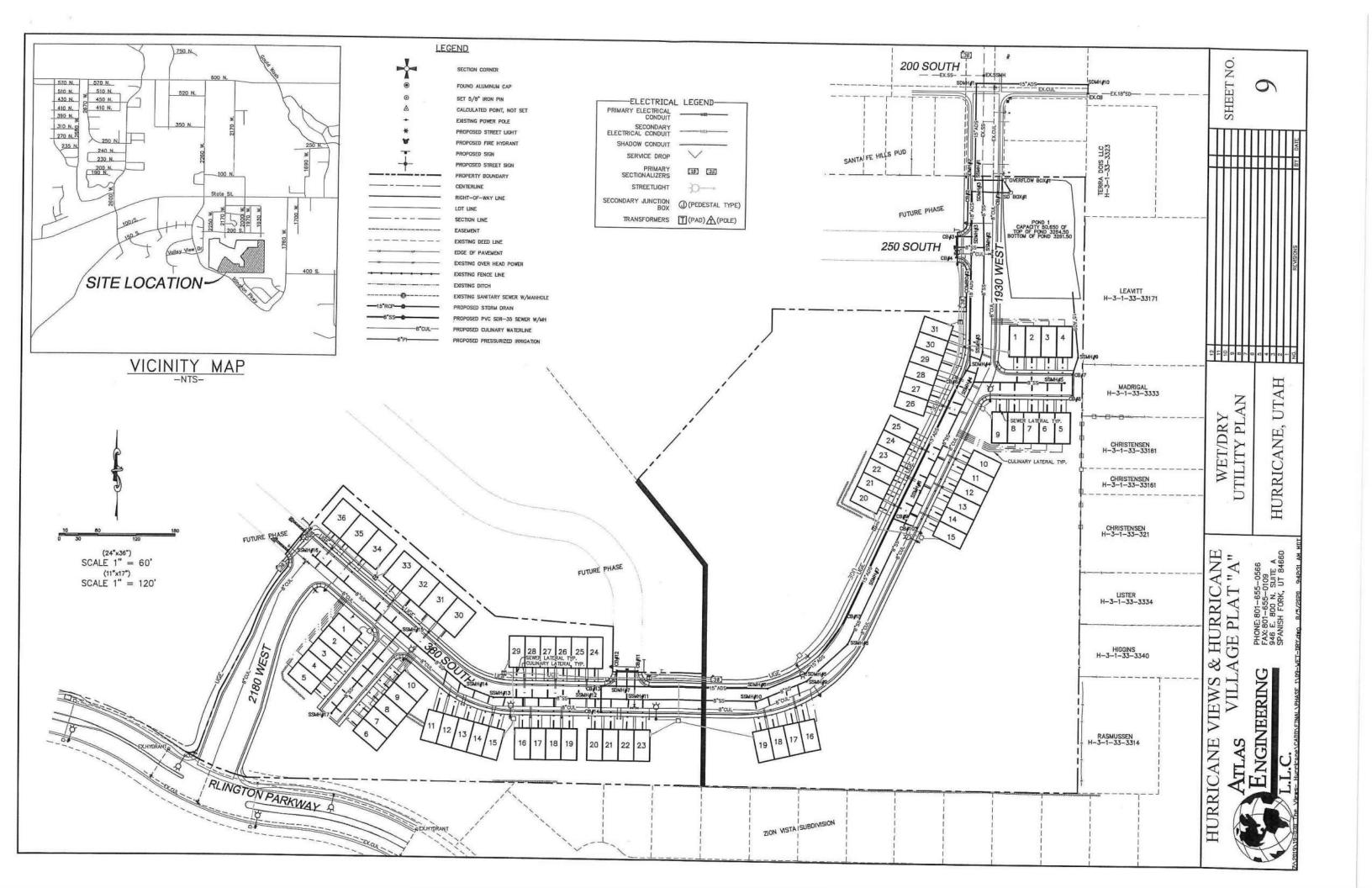
COUNTY RECORDER

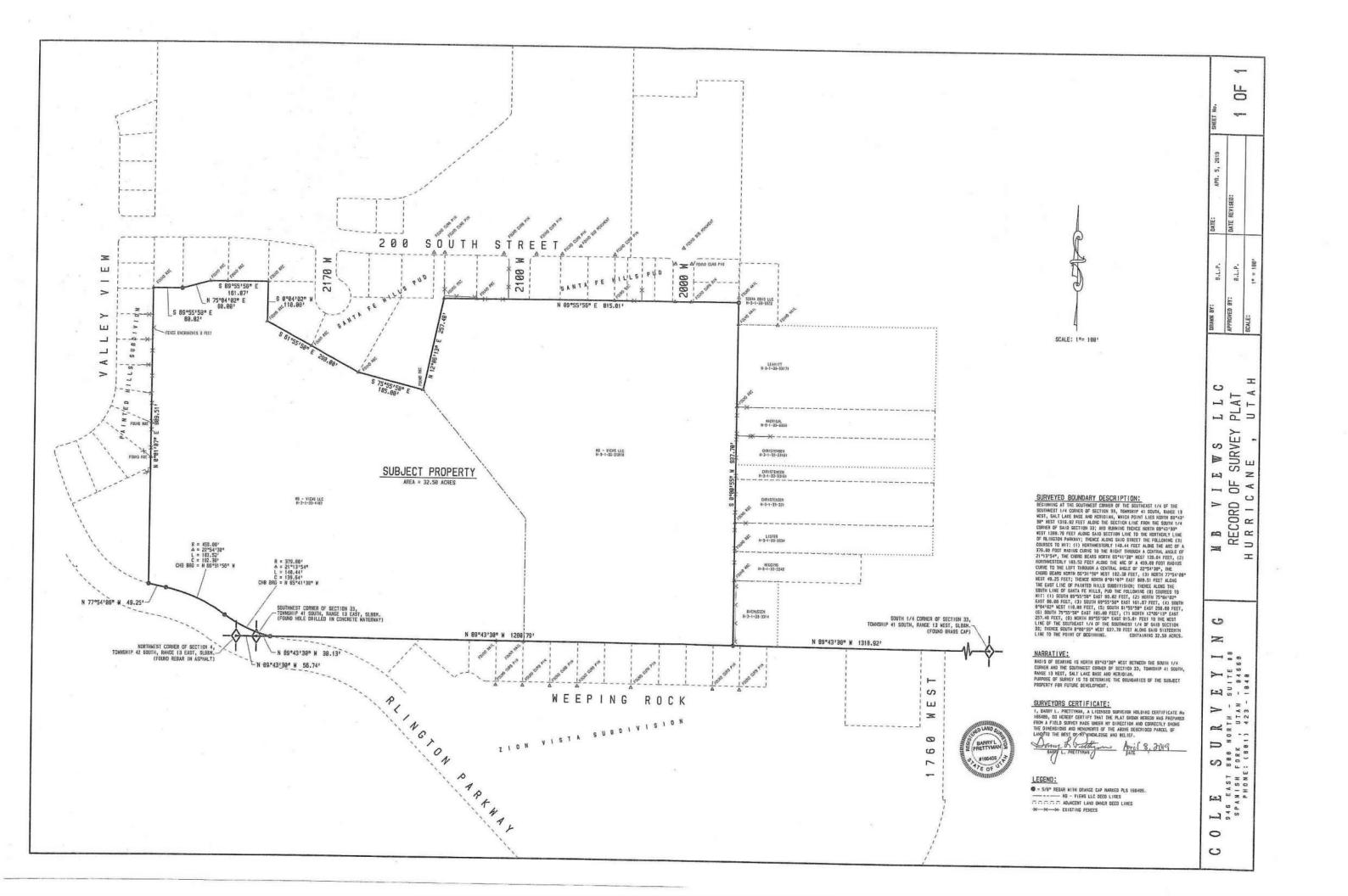












STAFF COMMENTS

Agenda:

August 26, 2020

File Number: 2020-LUCA-04

Action Type:

Code Change, Legislative

Applicant:

Staff

Request:

Discussion

The City Council voted to change the accessory building street side yard setback in residential agriculture zones to match that in the zones contained within HCC 10-13. Staff recommended that the side yard street setback be set at 10' to match the required Public Utility Easement. During the discussion, the Council directed staff to bring back a proposal to match the PUE for both Residential Agriculture and Residential Zones.

There is a concern from staff about allowing building within the current or even future public utility easements. Right now, the City requires that each subdivision provide a 10' public utility easement in each lot along the roadway frontages. The proposed change would allow a building to be built within 2' of the property line next to the right-of-way. This could lead to conflict with any easements and any future easement that might arise from a future subdivision or construction of a master-planned road.

Now, at the City Council's direction, the staff is bringing back the changes for further consideration.

As the Planning Commission considered the item last time, there was discussion about not putting a tighter restriction on all of the lots because some of the lots would not have a public utility easement in conflict with the setback. Though staff's recommendation is 10', the Planning Commission recommended on July 22 that a note be added that no accessory building shall be built within a PUE. Staff has made that update and has brought to the Planning Commission for their consideration.

Recommendation: Review the proposed code change and consider any public comment, make recommendation to the City Council.

Proposed Changes: TABLE 10-13-2 DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES

Development Standard	R1-15	R1-10	R1-8	R1-6	RM- 11	RM-2	RM-3
Setback standards - street si	de yard:						
Accessory building, including private garage	See note 6'	See note 6					

6. If located at least 10 feet from main building, 2 feet. Otherwise, same as for main building. No accessory building shall be built within an established Public Utility Easement.

10-14-2

Development Standard	RA-1	RA5
Accessory building	building: main bui building sl	ed 10 feet from main 2 feet. If not, same as alding. No accessory hall be built within an ahed Public Utility Easement.