

Midway City Council
19 January 2021
Regular Meeting

Kim Bezzant Subdivision /
Plat Amendment



Midway

CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: January 19, 2021
NAME OF PROJECT: Kim Bezzant Subdivision
PROJECT ENGINEER: Berg Engineering
OWNER OF RECORD: Hilltop Homes LLC
AGENDA ITEM: Plat Amendment
LOCATION OF ITEM: 640 East 200 South
ZONING DESIGNATION: R-1-11

ITEM: 4

Hilltop Homes LLC is requesting a Plat Amendment of the Kim Bezzant Subdivision. The proposal would vacate “Remaining Parcel B” of the Kim Bezzant Subdivision, and it would dedicate the right-of-way for 200 South to the City. The proposed amendments are in preparation for the Edelweiss Meadows Subdivision which has received preliminary approval and is located on “Remaining Parcel B”. The property is 7.99 acres and is located at 640 East and 200 South and is in the R-1-11 zone.

BACKGROUND:

This request is to amend the Kim Bezzant Subdivision plat. The proposed amendment would vacate “Remaining Parcel B” of the Kim Bezzant Subdivision, and it would dedicate the right-of-way for 200 South to the City. The proposed amendments are in preparation for the Edelweiss Meadows Subdivision which has received preliminary approval and is located on “Remaining Parcel B”.

The Kim Bezzant Subdivision was recorded in 2009 and is comprised of one building lot and two remaining parcels, “Remaining Parcel A” and “Remaining Parcel B” which are both currently not eligible for building permits. It was anticipated that the two remaining parcels would be developed, and a note was placed on the plat that states the following:

Building Entitlement Note

Remaining Parcels “A” and “B” are not entitled building lots and must complete the planning and zoning process with Midway City before building or other improvements are allowed to begin.

The proposed amendment will vacate the area of “Remaining Parcel B” from the plat. That area would then be recorded and platted as the Edelweiss Meadows subdivision. The proposed amendment will not impact “Remaining Parcel A” and that parcel may be proposed for development at a future date and will follow the same process that is being pursued for “Remaining Parcel B”.

When the Kim Bezzant Subdivision plat was recorded in 2009, a development agreement was recorded titled Resolution 2009-02. This agreement dictates the process for development of 200 South for a section of that road located on Lot 1. Basically, the owner of lot 1 will dedicate the right-of-way to the City and the developer of Parcel B will build the road. A copy of that agreement has been attached to this memo. As part of the proposed amendment, the area for 200 South that is currently part of lot 1 will be dedicated to the City. Kim Bezzant, owner of lot 1, will have a signature block on the plat that will dedicate the area for the road. The developer of Edelweiss Meadows will then build 200 South as part of their development. The road will be a public road that will be owned and maintained by the City.

LAND USE SUMMARY:

- 7.99-acres
- R-1-11 zoning
- Proposal will vacate “Remaining Parcel B” (3.84 acres)
- Area for 200 South will be dedicated to Midway (0.23 of an acre)

ANALYSIS:

Kim Bezzant Subdivision – “Remaining Parcel B” is part of the Kim Bezzant Subdivision and that plat is proposed for an amendment that will vacate the area of “Remaining Parcel B”. This will allow the current subdivision proposal for Edelweiss Meadows to proceed.

Sensitive lands – No sensitive lands have been identified on the property.

Public Street – The developer of Edelweiss Meadows will build the proposed road that will create access and frontage for the development and lot 1 of the Kim Bezzant Subdivision. The right-of-way will be 56’ wide which is required for all local streets. The street will be 30’ paved, with modified curb, 5’ park strips, and 5’ sidewalks.

Master Street Plan – 200 South is required as part of the Master Street Plan in the Midway General Plan. The developer of Edelweiss Meadows will build a temporary cul-de-sac with accompanying easement that will be removed once the property to the east is developed.

Resolution 2009-02 – This is an agreement between Midway, Kim Bezzant, and the owner of “Remaining Parcel B” regarding the future development of 200 South. The area of 200 South, which is located on lot 1 and owned by Kim Bezzant, will be deeded to the City with the recording of the proposed plat amendment. Mr. Bezzant has been concerned about access to his lot during construction. Mr. Bezzant sent (in part) the following message to staff:

Per our discussion I am providing what I believe are reasonable plat amendments for the development of the property associated with the development agreement I have with the city. 1) The plat should include a complete description of the right of way to be transferred to the city and have a signature block where I can sign and transfer the right of way to the city. It should be such that no additional surveys, revised plats or other documentation is required to complete the transfer of the property to the city. 2) The developer must provide and maintain access to my home with a minimum of a gravel approach during the development of the adjacent property. 3) Any damage to the property (yard, fence, irrigation system driveway) outside of the right of way must be restored to my satisfaction at the expense of the developer.

Staff has determined that Mr. Bezzant has valid concerns. Mr. Bezzant and the developer have discussed these concerns and Mr. Bezzant indicated, during the Planning Commission meeting for preliminary approval of Edelweiss Meadows, that he felt his concerns had been addressed.

PLANNING COMMISSION RECOMMENDATION:

Motion: Commissioner Simons: I make a motion that we recommend final approval Plat Amendment of the Kim Bezzant Subdivision. The proposal would vacate “Remaining Parcel B” of the Kim Bezzant Subdivision, and it would dedicate the right-of-way for 200 South to the City. The proposed amendments are in preparation for the Edelweiss Meadows Subdivision which has received preliminary approval and is located on

“Remaining Parcel B”. The property is 7.99 acres and is located at 640 East and 200 South and is in the R-1-11 zone. We accept staff findings with no conditions.

Seconded: Commissioner Garland

Chairman Nicholas: Any discussion on the motion?

Chairman Nicholas: All in favor.

Ayes: Commissioners: Bouwhuis, Ream, Garland, Simons and Whitney

Nays: None

Motion: Passed

POSSIBLE FINDINGS:

- The proposal does meet the intent of the General Plan for the R-1-11 zone
- The proposal does comply with the land use requirements of the R-1-11 zone
- 200 South is required as part of the City’s General Plan

ALTERNATIVE ACTIONS:

1. Approval (conditional). This action can be taken if the City Council finds the proposal meets the intent of the code and any conditions placed on the approval can resolve any outstanding issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s)
2. Continuance. This action can be taken if the City Council finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again
3. Denial. This action can be taken if the City Council finds that the request does not meet the intent of the ordinance.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial

PROPOSED CONDITIONS:

No proposed conditions.

Exhibits

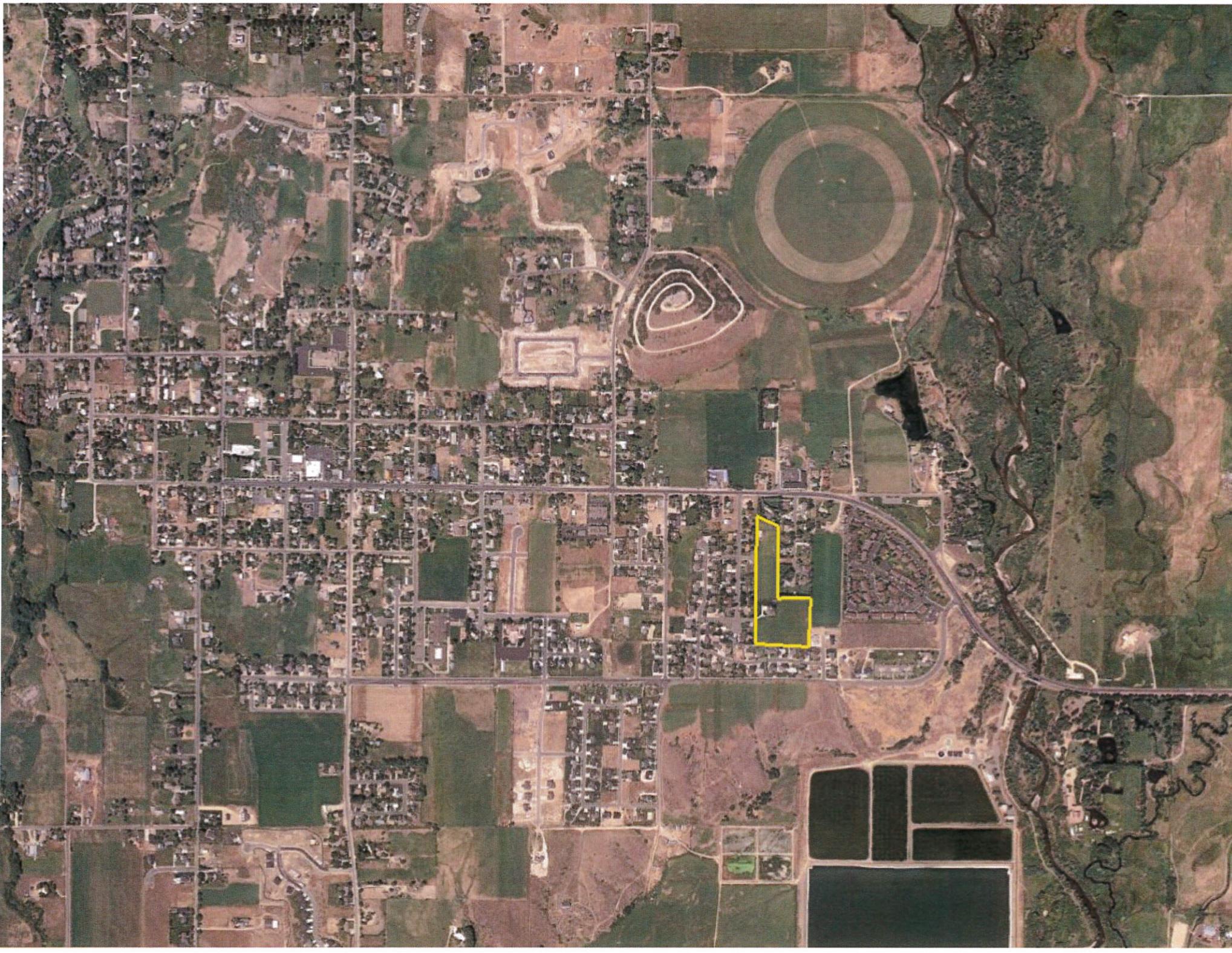
Exhibit 1 – Location Maps

Exhibit 2 – Proposed Amended Plat

Exhibit 3 – Kim Bezzant Subdivision Plat

Exhibit 4 – Resolution 2009-02

Exhibit 1



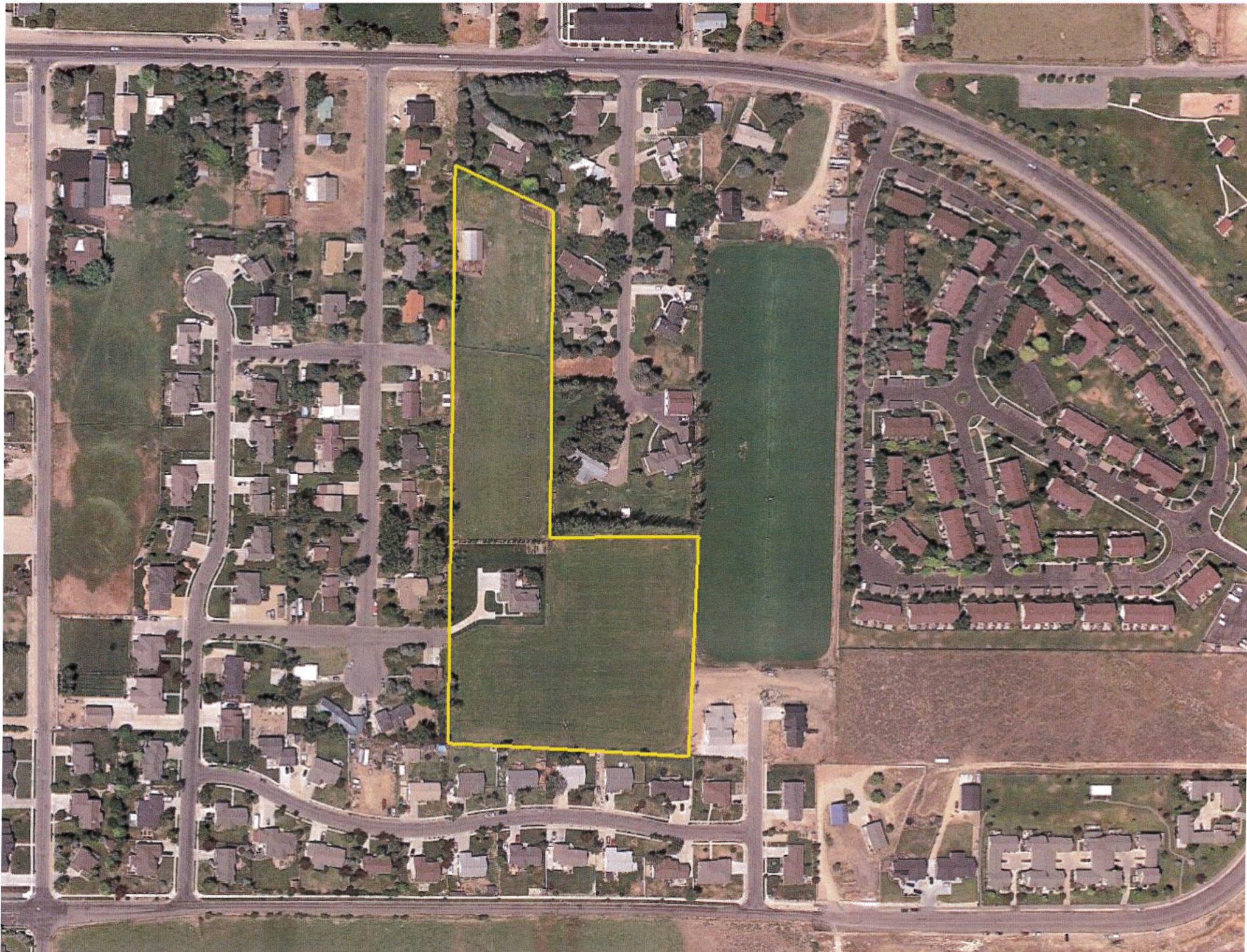
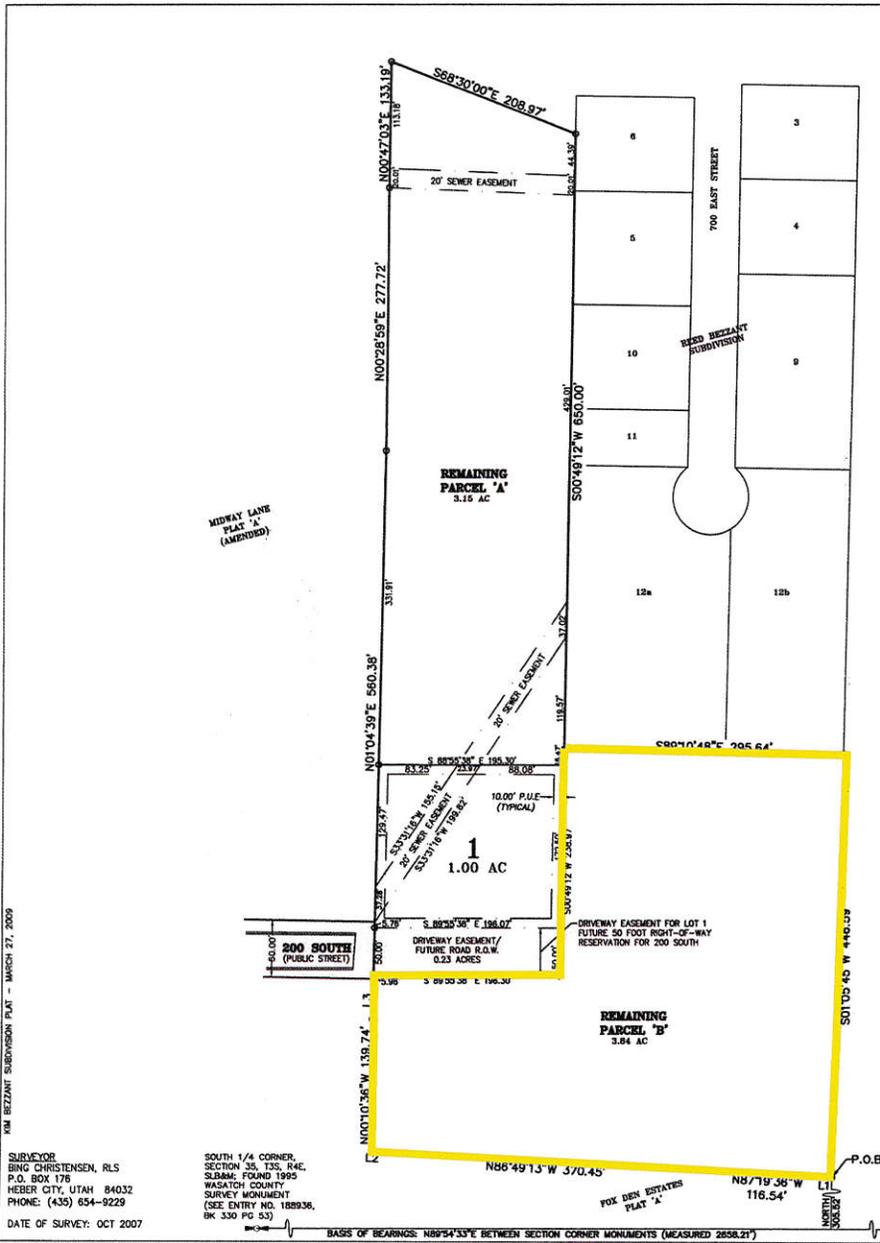


Exhibit 2

Exhibit 3



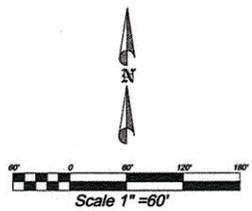
ADDRESS TABLE

LOT	ADDRESS
1	645 EAST 200 SOUTH

LINE TABLE

LINE	LENGTH	BEARING
L1	0.85'	N86°30'31"W
L2	0.36'	N87°02'34"W
L3	49.31'	N01°29'32"E

○ SET RB/CAP STAMPED PLS 145796



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

BUILDING ENTITLEMENT NOTE:
REMAINING PARCELS "A" AND "B" ARE NOT ENTITLED BUILDING LOTS AND MUST COMPLETE THE PLANNING AND ZONING PROCESS WITH MIDWAY CITY BEFORE BUILDING OR OTHER IMPROVEMENTS ARE ALLOWED TO BEGIN.

SEWER NOTE:
SEWER EASEMENT FOUND IN BOOK 60, PAGE 365 OF THE WASATCH COUNTY RECORDER. NO STRUCTURES ARE ALLOWED TO BE BUILT OR PLACED WITH THE SEWER EASEMENT 04-60-44.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'33" EAST ALONG THE SECTION LINE BETWEEN THE 1995 WASATCH COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTH ONE-QUARTER AND SOUTHEAST CORNERS OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-90-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE: 3.27.09
SURVEYOR: [Signature] (DE. SEA. 0400)

BOUNDARY DESCRIPTION

BEGINNING SOUTH 89°54'33" WEST 1236.12 FEET ALONG THE SECTION LINE AND NORTH 305.52 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE NORTHERLY LINE OF THE FOX DEN ESTATES SUBDIVISION, PLAT A, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING FOUR (4) COURSES: (1) NORTH 86°30'31" WEST 0.85 FEET; (2) THENCE NORTH 87°19'36" WEST 116.54 FEET; (3) THENCE NORTH 86°49'13" WEST 370.45 FEET; (4) THENCE NORTH 87°02'34" WEST 0.36 FEET;

THENCE ALONG THE EASTERLY LINE OF THE MIDWAY LANE SUBDIVISION, PLAT A (AMENDED), ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING FIVE (5) COURSES: (1) NORTH 07°02'36" WEST 139.74 FEET; (2) THENCE NORTH 01°29'32" EAST 40.31 FEET; (3) THENCE NORTH 01°04'39" EAST 560.38 FEET; (4) THENCE NORTH 00°28'59" EAST 277.72 FEET; (5) THENCE NORTH 00°47'03" EAST 133.19 FEET;

THENCE ALONG THE SOUTHERLY BOUNDARY OF THE MARK WHITING PROPERTY SOUTH 88°30'00" EAST 208.97 FEET;
THENCE ALONG THE BOUNDARY OF THE REED BEZZANT PROPERTY SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°49'12" WEST 650.00 FEET; (2) THENCE SOUTH 89°10'48" EAST 295.84 FEET; (3) THENCE SOUTH 01°05'45" WEST 446.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.99 ACRES

OWNER'S DEDICATION

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

DATED THIS 3RD DAY OF April, A.D. 2009
BY: [Signatures] BEZZANT HOLDINGS LLC
BY: [Signatures] REED K. BEZZANT
BY: [Signatures] BONNIE L. BEZZANT

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF WASATCH }
ON THE 3RD DAY OF April, A.D. 2009, PERSONALLY APPEARED BEFORE ME, [Notary Name], WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.
MY COMMISSION EXPIRES Sept. 29, 2010 [Signature] NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF WASATCH }
ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME, _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY MIDWAY CITY

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

THIS 6TH DAY OF April, A.D. 2009
APPROVED: [Signatures] MAYOR
APPROVED: [Signatures] CITY ENGINEER
APPROVED: [Signatures] CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 7TH DAY OF April, A.D. 2009 BY THE
MIDWAY CITY PLANNING COMMISSION
[Signatures] CHAIRMAN, PLANNING COMMISSION

KIM BEZZANT SUBDIVISION

MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH
SCALE: 1" = 60. FEET

SEAL OF THE SURVEYOR: BING CHRISTENSEN, LICENSE NO. 145796, STATE OF UTAH
SEAL OF THE COUNTY RECORDER: [Signature], STATE OF UTAH
SEAL OF THE CITY ENGINEER: [Signature], STATE OF UTAH
SEAL OF THE CITY ATTORNEY: [Signature], STATE OF UTAH

SURVEYOR
BING CHRISTENSEN, RLS
P.O. BOX 178
HEBER CITY, UTAH 84032
PHONE: (435) 654-9229
DATE OF SURVEY: OCT 2007

SOUTH 1/4 CORNER,
SECTION 35, T3S, R4E,
SLBAM: FOUND 1995
WASATCH COUNTY
SURVEY MONUMENT
(SEE ENTRY NO. 188936,
BK. 330 PG. 53)

COUNTY RECORDER
ENTRY # 24702 DATED 4-21-09 TIME 10:31 AM
FILE 3100 BY 4382 PL - [Signature]
BY [Signature] WASATCH COUNTY RECORDER ENGINEER IN CHARGE
PL 1550-1559

SOUTHEAST CORNER, SECTION 35, T3S, R4E, SLBAM:
FOUND 1995 WASATCH COUNTY SURVEY MONUMENT
(SEE ENTRY NO. 188935, BK. 330 PG. 52)

WASATCH COUNTY SURVEYOR
[Signature] DATE: 4-8-09
MIDWAY IRRIGATION COMPANY
[Signature] DATE: 4/6/2009
MIDWAY SANITATION DISTRICT
[Signature] DATE: 4/7/2009

BASIS OF BEARINGS: N89°54'33"E BETWEEN SECTION CORNER MONUMENTS (MEASURED 2058.21')

Exhibit 4



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

RESOLUTION 2009-02

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

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

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

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

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

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

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



Connie Tatton, Mayor

ATTEST:



Brad Wilson, City Recorder



Exhibit A

DEVELOPMENT AGREEMENT AND EASEMENT

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

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

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

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

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

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

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

1. The recorded subdivision plat for the Kim Bezzant Subdivision shall be that document attached hereto as Exhibit A.

2. Lot 1 of the Kim Bezzant Subdivision shall be the only lot in said subdivision and its boundaries shall be as depicted on Exhibit A.

3. Owner 1 hereby grants to the City an easement to use the land on the southern end of Lot 1 as a public right of way, with dimensions 50 feet in width and approximately 196 feet in length as depicted on Exhibit A (hereinafter the "Right-of-Way Easement"), including but not limited to the right to use the Right-of-Way Easement to deposit snow from City snow removal operations on 200 South. Said Right-of-Way Easement is included within the boundaries of the new Kim Bezzant Subdivision.

4. Neither Owner 1 nor Owner 2 shall be required to improve or otherwise develop said Right-of-Way Easement as a condition of developing Lot 1 and building a residential structure thereon. Owner 1 will be allowed to access Lot 1 by traveling over said Right-of-Way Easement, but Owner 1, and not the City, will bear all responsibility for maintenance, repair, snowplowing, etc. necessary for such access, until such time as the Right-of-Way Easement becomes an improved public road as specified

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

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

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

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

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

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

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

AGREED TO AND EXECUTED BY:

MIDWAY CITY

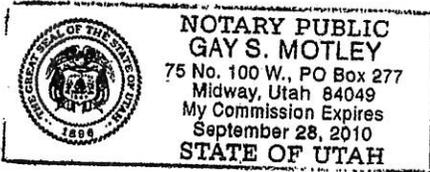
Connie Tatton

Signature

By (print name): Connie Tatton

Its (title): Mayor

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



Gay S. Motley
 NOTARY PUBLIC

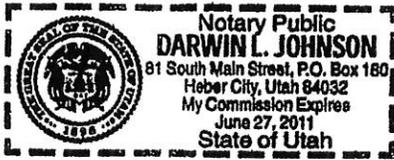
BEZZANT HOLDINGS, LLC

Reed H. Bezzant
Signature

By (print name): REED H. BEZZANT

Its (title): Manager

On the 4th day of March, 2009, personally appeared before me Reed H. Bezzant who did say that/s/he is the manager of Bezzant Holding and who did execute the foregoing document.

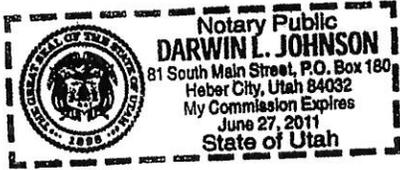


[Signature]
NOTARY PUBLIC

REED H. BEZZANT

Reed H. Bezzant

On the 4th day of March, 2009, personally appeared before me
Reed H. Bezzant, who did execute the foregoing document.

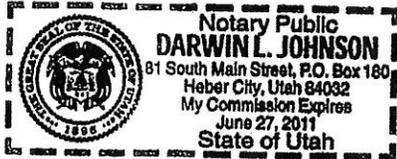


[Signature]
NOTARY PUBLIC

BONNIE I. BEZZANT

Bonnie I. Bezzant

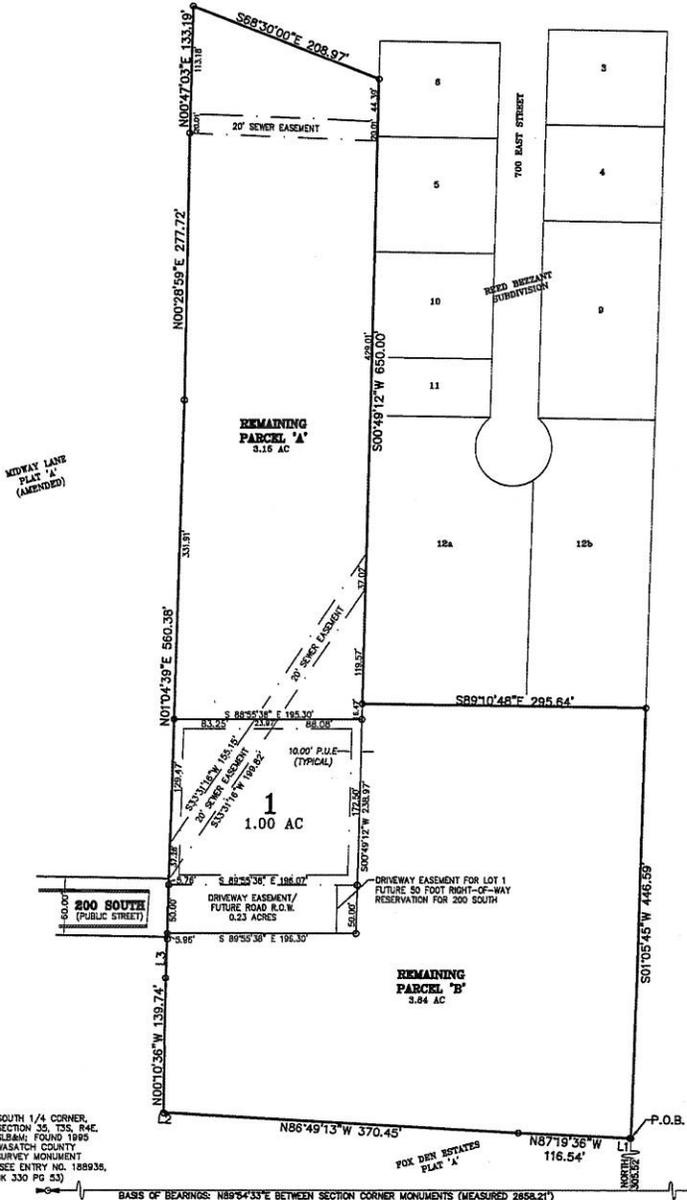
On the 4th day of March, 2009, personally appeared before me
Bonnie I. Bezzant, who did execute the foregoing document.



[Signature]
NOTARY PUBLIC

Exhibit A

Ent 347063 Bk 0988 Pg 1569

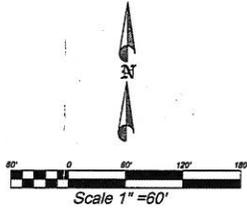


ADDRESS TABLE

LOT	ADDRESS
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LINE	LENGTH	BEARING
L1	0.85'	N85°30'31"W
L2	0.36'	N87°07'54"W
L3	40.31'	N00°29'59"E

○ SET RB/CAP STAMPED PLS 145796



BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'33" EAST ALONG THE SECTION LINE BETWEEN THE 1995 WASATCH COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTH ONE-QUARTER AND SOUTHEAST CORNERS OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

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I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE _____ SURVEYOR (DIG. SEAL HERE)

BOUNDARY DESCRIPTION

BEGINNING SOUTH 89°54'33" WEST 1236.12 FEET ALONG THE SECTION LINE AND NORTH 305.52 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;
 AND RUNNING THENCE ALONG THE NORTHERLY LINE OF THE FOX DEN ESTATES SUBDIVISION, PLAT A, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING FOUR (4) COURSES: (1) NORTH 86°30'31" WEST 0.85 FEET; (2) THENCE NORTH 87°19'54" WEST 116.54 FEET; (3) THENCE NORTH 85°49'13" WEST 370.45 FEET; (4) THENCE NORTH 87°07'54" WEST 0.36 FEET;
 THENCE ALONG THE EASTERLY LINE OF THE MIDWAY LANE SUBDIVISION, PLAT A (AMENDED), ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING FIVE (5) COURSES: (1) NORTH 00°10'36" WEST 139.74 FEET; (2) THENCE NORTH 01°29'32" EAST 40.31 FEET; (3) THENCE NORTH 01°04'30" EAST 560.38 FEET; (4) THENCE NORTH 00°29'59" EAST 277.72 FEET; (5) THENCE NORTH 00°47'03" EAST 133.19 FEET;
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 THENCE ALONG THE BOUNDARY OF THE REED BEZZANT PROPERTY SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°49'12" WEST 550.00 FEET; (2) THENCE SOUTH 89°10'48" EAST 295.64 FEET; (3) THENCE SOUTH 01°05'45" WEST 446.59 FEET TO THE POINT OF BEGINNING.
 CONTAINING 7.99 ACRES

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO ONE LOT AND AN EASEMENT FOR A PUBLIC STREET, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RECORDED DEVELOPMENT AGREEMENT AND EASEMENT.
 DATED THIS _____ DAY OF _____, A.D. 20____
 BY: BEZZANT HOLDINGS LLC BY: REED H. BEZZANT
 Ent 347063 Bk 0988 Pg 1569
REED H. BEZZANT

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
 COUNTY OF WASATCH }
 ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
 COUNTY OF WASATCH }
 ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____ WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY MIDWAY CITY

THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HEREOF SHOWN.
 THIS _____ DAY OF _____, A.D. 20____

APPROVED _____ ATTEST _____
 MAYOR CLERK-RECORDER
 (DIG. SEAL HERE) (DIG. SEAL HERE)

APPROVED _____ APPROVED _____
 CITY ENGINEER CITY ATTORNEY
 (DIG. SEAL HERE) (DIG. SEAL HERE)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE
 _____ CITY PLANNING COMMISSION
 DIRECTOR - SECRETARY CHAIRMAN, PLANNING COMMISSION

KIM BEZZANT SUBDIVISION

MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH
 SCALE: 1" = 60. FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

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

BUILDING ENTITLEMENT NOTE:
 REMAINING PARCELS "A" AND "B" ARE NOT ENTITLED BUILDING LOTS AND MUST COMPLETE THE PLANNING AND ZONING PROCESS WITH MIDWAY CITY BEFORE BUILDING OR OTHER IMPROVEMENTS ARE ALLOWED TO BEGIN.

SEWER NOTE:
 SEWER EASEMENT FOUND IN BOOK 00, PAGE 365 OF THE WASATCH COUNTY RECORDER. NO STRUCTURES ARE ALLOWED TO BE BUILT OR PLACED WITH THE SEWER EASEMENT ON LOT 1.

COUNTY RECORDER

DATE: _____
 WASATCH COUNTY SURVEYOR

DATE: _____
 MIDWAY IRRIGATION COMPANY

DATE: _____
 MIDWAY SANITATION DISTRICT

SURVEYOR
 BING CHRISTENSEN, RLS
 P.O. BOX 176
 HESER CITY, UTAH 84032
 PHONE: (435) 654-9229

SOUTH 1/4 CORNER,
 SECTION 35, T3S, R4E,
 SLB&M; FOUND 1995
 WASATCH COUNTY
 SURVEY MONUMENT
 (SEE ENTRY NO. 188936,
 BK 330 PG 53)

BASIS OF BEARINGS: N89°54'33"E BETWEEN SECTION CORNER MONUMENTS (MEASURED 2858.21')

SOUTHEAST CORNER, SECTION 35, T3S, R4E, SLB&M;
 FOUND 1995 WASATCH COUNTY SURVEY MONUMENT
 (SEE ENTRY NO. 188936, BK 330 PG 52)

KIM BEZZANT SUBDIVISION PLAT - MARCH 27, 2009

BOUNDARY DESCRIPTION

BEGINNING SOUTH 89°54'33" WEST 1236.12 FEET ALONG THE SECTION LINE AND NORTH 305.52 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE NORTHERLY LINE OF THE FOX DEN ESTATES SUBDIVISION, PLAT A, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING FOUR (4) COURSES: (1) NORTH 86°30'31" WEST 0.85 FEET; (2) THENCE NORTH 87°19'36" WEST 116.54 FEET; (3) THENCE NORTH 86°49'13" WEST 370.45 FEET; (4) THENCE NORTH 87°07'34" WEST 0.38 FEET;

THENCE ALONG THE EASTERLY LINE OF THE MIDWAY LANE SUBDIVISION, PLAT A (AMENDED), ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING FIVE (5) COURSES: (1) NORTH 00°10'36" WEST 139.74 FEET; (2) THENCE NORTH 01°29'32" EAST 40.31 FEET; (3) THENCE NORTH 01°04'39" EAST 560.38 FEET; (4) THENCE NORTH 00°28'59" EAST 277.72 FEET; (5) THENCE NORTH 00°47'03" EAST 133.19 FEET;

THENCE ALONG THE SOUTHERLY BOUNDARY OF THE MARK WHITING PROPERTY SOUTH 68°30'00" EAST 208.97 FEET;

THENCE ALONG THE BOUNDARY OF THE REED BEZZANT PROPERTY SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°49'12" WEST 650.00 FEET; (2) THENCE SOUTH 89°10'48" EAST 295.64 FEET; (3) THENCE SOUTH 01°05'45" WEST 446.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.99 ACRES