



## **PLANNING COMMISSION MEETING STAFF REPORT**

**DATE OF MEETING:** December 8, 2020  
**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: 2**

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.

#### **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. Recommendation of Approval (conditional). This action can be taken if the Planning Commission 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 Planning Commission 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. Recommendation of Denial. This action can be taken if the Planning Commission 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**

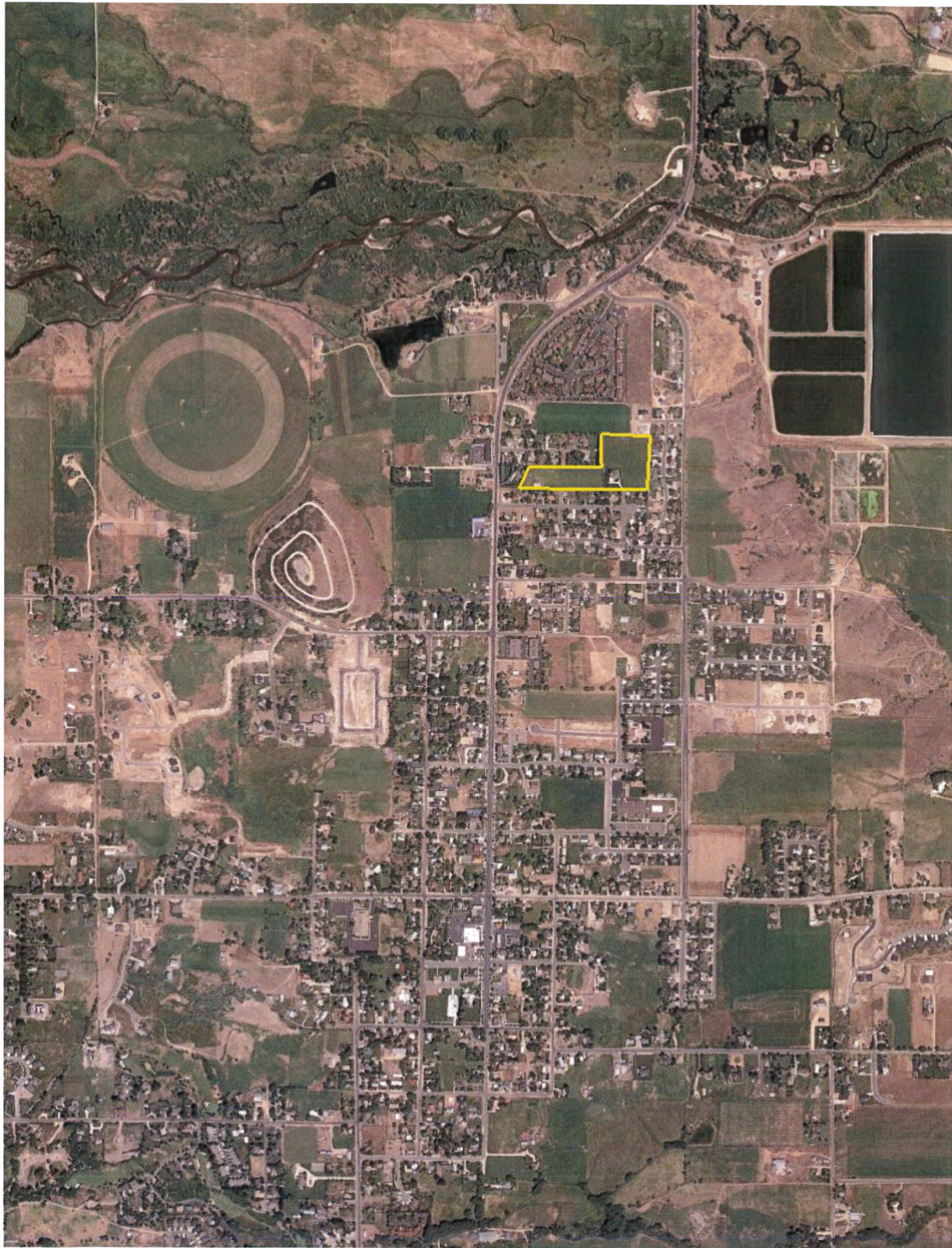
**Exhibit 2 – Proposed Amended Plat**

**Exhibit 3 – Kim Bezzant Subdivision Plat**

**Exhibit 4 – Resolution 2009-02**

# **Exhibit 1**





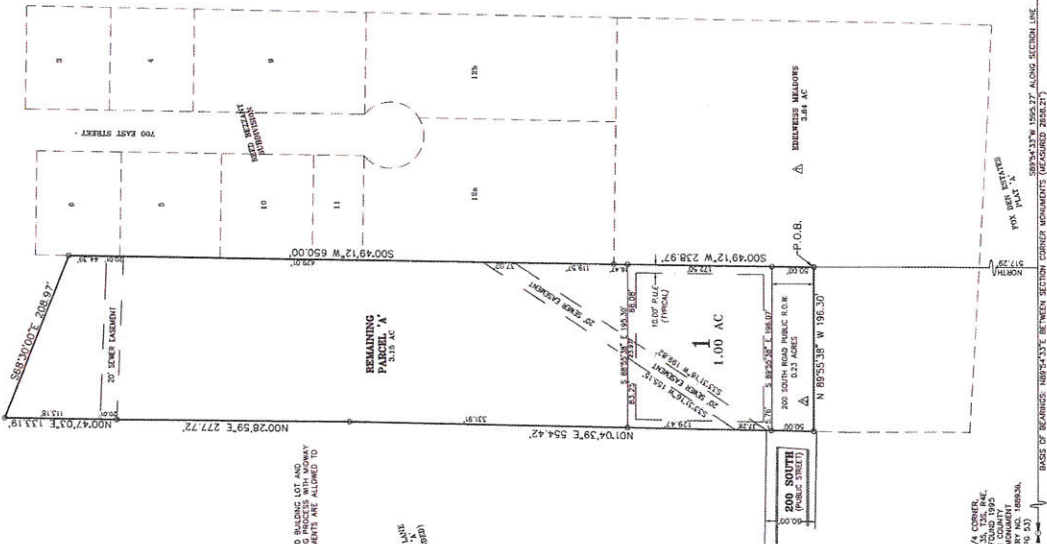






# Exhibit 2

KIM BEZZANT SUBDIVISION - AMENDED



**BASIS OF BEARING**  
THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'33\"/>

**SURVEYOR'S CERTIFICATE**  
IN ACCORDANCE WITH SECTION 10-26-403 OF THE UTAH CODE, I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN GOOD STANDING WITH THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS BOARD OF THE STATE OF UTAH. I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH THE UTAH CODE AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

**BOUNDARY DESCRIPTION**  
BEGINNING AT THE SOUTHWEST CORNER OF THE BEZZANT LOTS AND NORTH 51°28'00\"/>

**OWNER'S DEDICATION**  
NOW ALL MY INTERESTS AND CLAIMS IN THE UNDEVELOPED PORTIONS OF THE BEZZANT LOTS AND NORTH 51°28'00\"/>

**ACKNOWLEDGMENT**  
STATE OF UTAH }  
COUNTY OF WASATCH }  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_, HUSBAND AND WIFE, OF THE COUNTY OF WASATCH, STATE OF UTAH, WHO ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE FOREGOING, AND THEY ACKNOWLEDGED TO ME THAT THEY WERE DOING THE SAME IN THE CAPACITY INDICATED.

**ACKNOWLEDGMENT**  
STATE OF UTAH }  
COUNTY OF WASATCH }  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_, HUSBAND AND WIFE, OF THE COUNTY OF WASATCH, STATE OF UTAH, WHO ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE FOREGOING, AND THEY ACKNOWLEDGED TO ME THAT THEY WERE DOING THE SAME IN THE CAPACITY INDICATED.

**ACCEPTANCE BY MIDWAY CITY**  
THE CITY OF MIDWAY, UTAH, COUNTY OF WASATCH, STATE OF UTAH, HEREBY APPROVES THE BEZZANT LOTS AND NORTH 51°28'00\"/>

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE  
MIDWAY CITY PLANNING COMMISSION  
PLANNING DIRECTOR \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION

**COUNTY RECORDS**  
MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH  
SCALE: 1\"/>

**REMARKS**  
REMAINING PARCEL B HAS BEEN VACATED FROM THE SUBDIVISION. THE REMAINING PARCEL A IS A NEW SUBDIVISION UNDER THE NAME OF TROY L. TAYLOR. THE REMAINING PARCEL A IS A NEW SUBDIVISION UNDER THE NAME OF TROY L. TAYLOR. THE REMAINING PARCEL A IS A NEW SUBDIVISION UNDER THE NAME OF TROY L. TAYLOR.

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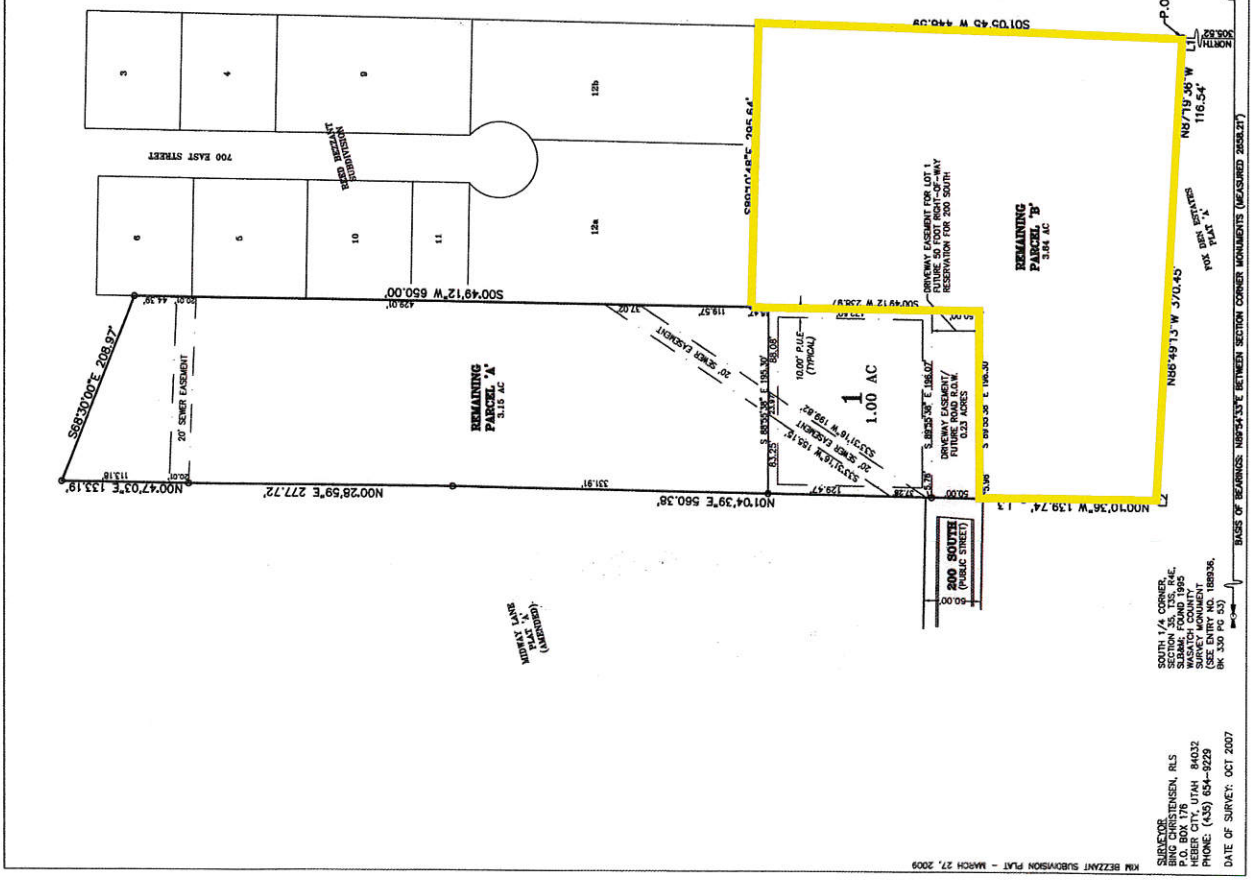
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# **Exhibit 3**

Boundary description, Basis of Bearing, Surveyor's Certificate, Address Table, Acknowledgment, and other legal text sections.



DATE OF SURVEY: OCT 2007  
SURVEYOR: CHRISTENSEN, RLS  
P.O. BOX 178  
HEBER CITY, UTAH 84032  
PHONE: (435) 864-8228



# **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

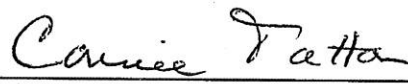
**WHEREAS**, the Property is within the municipal boundaries of the City described on and attached to the development agreement as Exhibit "A"; and

**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 28<sup>th</sup> day of January, 2009

  
\_\_\_\_\_  
Connie Tatton, Mayor

ATTEST:

  
\_\_\_\_\_  
Brad Wilson, City Recorder



MIDWAY CITY CORPORATION  
75 North 100 West, P.O. Box 277  
Midway, Utah 84049  
Phone: 435-654-3223 Fax: 435-654-4120



**Exhibit A**

**DEVELOPMENT AGREEMENT AND EASEMENT**

This Development Agreement and Easement is entered into this 4<sup>th</sup> 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

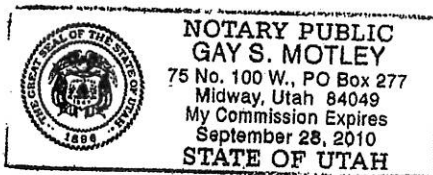
Connie Tatton

Signature

By (print name): Connie Tatton

Its (title): Mayor

On the 5<sup>th</sup> 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



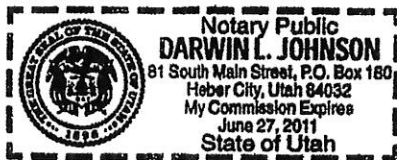
BEZZANT HOLDINGS, LLC

Reed H. Bezzant  
Signature

By (print name): REED H. BEZZANT

Its (title): Manager

On the 4<sup>th</sup> 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.

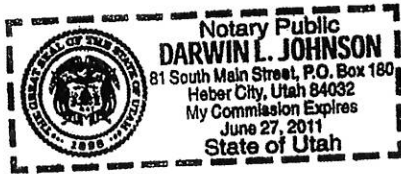


[Signature]  
NOTARY PUBLIC

REED H. BEZZANT

Reed H. Bezzant

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

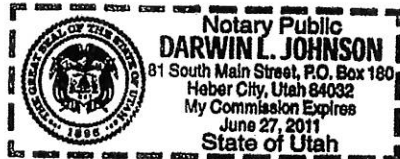


[Signature]  
NOTARY PUBLIC

BONNIE I. BEZZANT

Bonnie I. Bezzant

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



[Signature]  
NOTARY PUBLIC

Exhibit A





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