



Oakley City Planning Commission

STAFF REPORT

To: Oakley City Planning Commission
From: Amy Rydalch, City Planner
Report Date: October 8, 2019
Date of Meeting: October 10, 2019
Type of Item: **Oakley Pasture Subdivision/Wheelwright Preliminary Plat**
Process: Administrative – Public Hearing/Possible Action

RECOMMENDATION: Staff is recommending that a positive recommendation be forwarded to the Oakley City Council for approval of the Oakley Pasture Subdivision preliminary plat with specifications or conditions to be decided upon by the Oakley Planning Commission.

PROJECT DESCRIPTION

Project Name: Oakley Pasture Subdivision
Applicant(s): Steve Wheelwright
Property Owner(s): Oakley Pasture LLC
Location: 5938 North Pinion Lane, Oakley
Parcel Number(s): OT-201
Size: 31.22 acres
Zone District: SLA-5* Development Agreement dated June 10, 2019
Adjacent Land Uses: Residential
Existing Uses: Residential/Pasture
Public Hearing: Not scheduled for a public hearing/discussion item only

PROPOSAL

The applicant, Steve Wheelwright, is requesting preliminary plat approval for the Oakley Pastures subdivision located on OT-201.

BACKGROUND

On June 10, 2019 the Oakley City Council agreed to a zoning change on parcel OT-201 from SL A-40 to SL A-5. This zoning change was contingent upon conditions set forth in a signed and recorded development agreement with the city dated June 10, 2019. (See Attachment B) The preliminary plat addresses the conditions set forth in this

development agreement. Certain provisions of the development agreement will be met upon completion and recording of the subdivision plat.

A site visit has been conducted by the City Planner, City Eer, and the Fire Marshall. Based upon that site visit the following conclusions and criteria were established:

- The city engineer is not requiring further engineering studies at this time for the proposed building sites. However, if building envelopes/sites change, further studies may be required.
- Fire hydrant placement and turnaround as indicated on the preliminary plat meet with Fire Marshall approval. Hydrants must be located within 250 feet of home.
- The water line dissecting the Wheelwright property is thought to be a 6" line but will be verified before building commences.
- All easements will be acknowledged and included on the plat. Including but not limited to PUE's, River Road turnaround, easements across city property, access across lot 4 for lots 2 & 3 and emergency access.
- If development is to be gated it must meet access requirements of the Fire Marshall and other Emergency services.

STANDARDS FOR APPROVAL: The city must find that the application meets all codes and ordinances pertaining to the creation of a subdivision.

ORDINANCES AND STATUTES THAT APPLY: Oakley City Land Management and Development Code – Chapters: 12 & 13.

FINDINGS: Application appears to meet all Oakley Land Management and Development Code requirements.

ADDITIONAL REQUIREMENTS:

The Planning Commission is empowered to require additional, reasonable improvements to mitigate any detrimental effects to surrounding property and residents and to safeguard the general welfare of the future inhabitants of the development.

RECOMMENDATIONS

The City Planner and City Engineer recommend the following items for inclusion on a preliminary plat:

- Plat note that indicates that the property is subject to a recorded development agreement dated June 10, 2019 and is limited to four units of density.

- Plat note or triggering mechanism that indicates a time frame for improvements, i.e. water, fire hydrants, access road.
- River Road turn around easement is designated on the Oakley Pastures Plat.
- All easements are granted and designated on the Plat.
 - Utility Easements (gas, water, PUE)
 - Easement across lots 3, and 4 for access to lot 2
 - Easement for access across city property
(3 points of access, 1 from Weber Wild, 2 Pinion Lane)
- As already indicated on conceptual plan that the City is granted ownership of committed tracts of ground as required in the development agreement.

ATTACHMENTS

Exhibit A: Preliminary Plat Oakley Pasture Subdivision

Exhibit B: The Development Agreement dated June 10, 2019.

Steven C. Wheelwright
PO Box 662
Oakley, UT 84055

DEVELOPMENT AGREEMENT
FOR
REZONE OF 31.22 ACRES
OAKLEY PASTURE, LLC

THIS AGREEMENT is made and entered into this 10th day of June, 2019 (the "Effective Date"), by and between Oakley City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City") and Oakley Pasture, LLC, a Utah limited liability company, its successors and assigns (hereafter the "Developer"). City and Developer may hereinafter sometimes be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Developer desires to develop a single-family home subdivision on certain real property located in Oakley City, Summit County, Utah, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof and shown by survey attached hereto as Exhibit "B" and by this reference made a part hereof (the "Property").
- B. The Property is currently zoned SL-A-40, and Developer is requesting a zoning change of the Property to SL-A-5, as those Zones are defined in the Municipal Code of the City.
- C. City is willing to rezone the Property to SL-A-5 for the purposes of a subdivision of the Property by Developer strictly in accordance with this Agreement, City Ordinances, and applicable Utah law.
- D. The purpose of this Agreement is to define the development rights, conditions and restrictions on the Property in an SL-A-5 zone as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated herein and made a part of this Agreement by this reference.
2. Area Description. The Property consists of approximately 31.22 acres located northeast of Pinion Lane and bordered on the east by Weber Wild Estates Subdivision Plat "A," on the west by Weber Wild Estates Subdivision Plat "B," and on the north by Lot 1, River Ridge Subdivision.
3. Project Description. The project proposed by the Developer is a subdivision consisting of four lots: one 2-acre lot to be located in the southwesterly portion of the Property as

ENTRY NO. 01112972

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY STEVEN C WHEELWRIGHT



shown on Exhibit "B" and the other three lots to be located on northerly portions of the Property with building pads being located in the northeasterly one-third portion of the Property. The Developer agrees as a part of the subsequent subdivision process to hire a professional engineer to determine and address any issues of drainage associated with the proposed future construction on the four lots and to provide the City with a mitigation plan as required by the subdivision and permitting process.

4. Access. Primary access to the three northerly lots will be via Weber Wild Road into the eastern end of the Property as designated by the buildable portion of Lot 4. (Lots 2 and 3 would share the access from Weber Wild Road with Lot 4.) Primary access to Lot 1 will be via Pinion Lane as shown on Exhibit "B." Construction, Agricultural and Emergency vehicle access to Lots 2, 3 and 4 will be via Pinion Lane from the south as shown on Exhibit "B." All access driveways shall be evidenced by easements in a form acceptable to the City and recorded in the Official Records of the Summit County Recorder.

5. Trail/Road Widening Grant. Upon approval of the Rezone and final subdivision approval and execution of this Agreement, Developer will convey to City, by quit claim deed and without further consideration, a twenty-three (23) foot strip of land along the easterly border of the Property as shown on Exhibit "B" ("Trail/Road Widening Area"). Such deed shall be in a form acceptable to City and shall be recorded in the Official Records of the Summit County Recorder, and City shall be solely responsible for all recording fees associated with the recording of the Deed. Developer will also donate eight thousand five hundred thousand dollars (\$8,500) to the City for use in connection with the Trail/Road Widening Area. Developer will be responsible to place a fence between the remaining Property and the Trail/Road Widening Area. City shall be responsible for the construction and maintenance of the Trail/Road Widening Area. City agrees that it will grant a thirty (30) foot easement over the Trail/Road Widening Area for access to the northeast area of the Property (as depicted on Exhibit "B"); provided however, that Developer shall be solely responsible for the construction and maintenance of the roadway into its Property and for the costs of recording the easement over the Trail/Road Widening Area.

6. Pinion Lane Grant. Upon approval of the Rezone and final subdivision approval and execution of this Agreement, Developer will convey to City, by quit claim deed and without further consideration, a fifteen-foot (15) strip of land along the northeasterly border of Pinion Lane (the "Pinion Lane Area"). Such deed shall be in a form acceptable to City and shall be recorded in the Official Records of the Summit County Recorder, and City shall be solely responsible for all recording fees associated with the recording of the Deed. City shall also be solely responsible for the maintenance of the Pinion Lane Area. City agrees to grant to Developer, at no cost, a thirty (30) foot easement to cross the Pinion Lane Area, in a location chosen by Developer in its sole discretion, for a secondary access to the Property (for construction, agricultural and emergency vehicle access only) and a twenty (20) foot driveway easement across the Pinion Lane Area, in a location chosen by Developer in its sole discretion, for access to the 2-acre lot; provided however, that Developer shall be solely responsible for the construction and maintenance of the secondary access into its Property and the driveway into the 2-acre lot from Pinion Lane and shall be responsible for the cost of recording its easements over the Pinion Lane Area.

7. Donation of Engineering Resources. Upon approval of the Rezone, Developer agrees to prepay Summit Engineering up to one thousand dollars (\$1,000.00) to work on behalf of the City in addressing drainage and other engineering issues at the intersection of the Trail/Road Widening Area and the Pinion Lane Area. The goal of this effort is for the engineer to provide options for the City to consider and evaluate in improving the intersection of Pinion Lane and Weber Wild Road. All costs of engineering in excess of the \$1,000.00 payment from Developer and all costs of construction and maintenance relating to any improvements made to such intersection shall be borne by the City.

8. Dominion Energy Easement. Upon approval of the Rezone and final subdivision approval and execution of this Agreement, Developer also agrees that it will grant an easement over the northeastern portion of the Property, at a location determined by Developer in its sole discretion, to allow Dominion Energy to run a gas line from the existing stub on the Property into Weber Wild Road. Once access to Weber Wild Road is approved and established, Developer will pay its pro-rata share (3 of 30 lots) of assessments associated with its use of Weber Wild Road to service the three northerly lots. In addition, upon execution of this Agreement and final approval of the subdivision plat, Developer will pay a one-time donation of \$5,000.00 toward Weber Wild Road maintenance.

9. River Lane Turnaround. Upon approval of the Rezone and final subdivision approval and execution of this Agreement, Developer agrees that just east of Weber Wild Estates Subdivision-Plat B, Lot 56, Developer will modify its fencing and grant an easement over approximately 1800 square feet of the Property for use as a turn-around on River Lane. The area of the turn-around easement is more particularly described and shown on Exhibit "B" attached hereto.

10. Representations of Developer. Developer hereby represents and warrants that it owns the Property and has authority to enter into this Agreement and to be bound by all of the terms hereof.

11. Amendment. This Agreement shall not be amended or in any way modified except by a written instrument duly approved and executed by all Parties.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

14. Captions. The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

15. Enforcement, Attorneys' Fees and Jurisdiction. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court. Any such enforcement action must be brought, if at all, in the Third Judicial District Court sitting in Summit County, and all Parties agree to this venue and submit to the jurisdiction of this Court.

16. Governing Law. This Agreement and all matters relating hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Utah.

17. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by the Parties hereto and supersedes all prior agreements, representations, or understandings by and between them, whether written or oral, pertaining to the subject matter hereof.

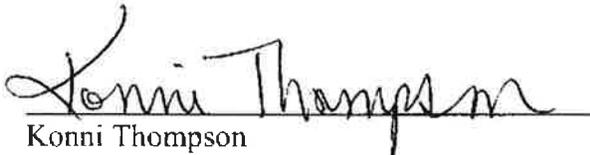
18. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. Both Parties have been represented by legal counsel in connection with the negotiation, preparation and execution of this Agreement. The words used in this Agreement shall not be construed against any Party hereto based solely on the Party or its counsel who may have drafted any portion of this Agreement.

19. Authority of Execution. The execution of this Agreement by City has been authorized by the City Council of Oakley City at a regularly scheduled meeting of that body, pursuant to legal notice. The execution of this Agreement by Developer has been duly authorized by the organizational documents of Developer and the person or persons signing this Agreement on behalf of Development are fully authorized to do so.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the Effective Date.

ATTEST:

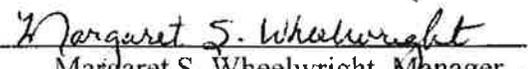
OAKLEY CITY


Konni Thompson
Deputy City Recorder

By: 
Wade Woolstenhulme,
Mayor

OAKLEY PASTURE, LLC

By: 
Steven C. Wheelwright, Manager

By: 
Margaret S. Wheelwright, Manager

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT)

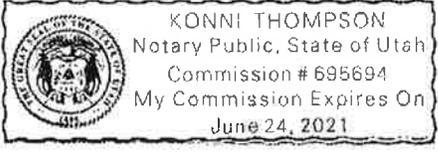
On this 11 day of June, 2019, personally appeared before me Wade Woolstenhulme, who being by me duly sworn did say, each for himself, that he, the said Wade Woolstenhulme, is the Mayor of Oakley City, Summit County, State of Utah, and that the foregoing instrument was signed on behalf of Oakley City by authority of the City Council of Oakley City, and said Wade Woolstenhulme duly acknowledged to me that Oakley City executed the same and that the seal affixed is the seal of Oakley City.



Konni Thompson
NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT)

On this 10 day of June, 2019, personally appeared before me Steven C. Wheelwright and Margaret S. Wheelwright, who being by me duly sworn did say, each for himself or herself, that they are the duly appointed Managers of Oakley Pasture, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority its organizational documents, and said Steven C. Wheelwright and Margaret S. Wheelwright each duly acknowledged to me that they executed the same as Managers of said limited liability company.



Konni Thompson
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

Real Property situated in Summit County, State of Utah and described as follows:

Beginning at the Northeast fence corner of Weber Wild Estates Subdivision, Plat "B", at a point 2,321.07 feet South 89°47'10" West from the East quarter corner of Section 15, Township 1 South, Range 6 East, Salt Lake Base and Meridian, said point also being on the Southerly boundary line of River Ridge Subdivision; thence North 89°47'10" East 812.80 feet along said Southerly boundary line and fence line to the Westerly right of way line of an existing dirt road; thence Southwesterly along said right of way line and Westerly boundary line of Weber Wild Estates Subdivision, Plat "A" the following 19 courses: South 15°57'54" West 22.19 feet, South 08°03'22" West 164.16 feet, South 20°36'14" West 91.09 feet, South 18°28'22" West 65.89 feet, South 33°10'45" West 128.23 feet, South 24°19'11" West 121.67 feet, South 18°23'34" West 138.21 feet, South 18°20'38" West 153.32 feet, South 27°24'36" West 275.73 feet, South 36°56'44" West 191.63 feet, South 30°41'07" West 98.83 feet, South 49°58'42" West 169.56 feet, South 60°18'01" West 52.30 feet, South 45°45'27" West 252.92 feet, South 48°41'32" West 143.35 feet, South 30°39'30" West 240.04 feet, South 29°00'35" West 289.60 feet, South 49°00'37" West 56.84 feet, and South 64°54'27" West 12.08 feet to a point on the Northeasterly right of way line of Pinion Lane, a county road; thence Northwesterly along said right of way line and right of way fence the following two courses:

North 34°35'30" West 83.82 feet and North 36°17'33" West 275.36 feet to a point on the Easterly boundary line of Weber Wild Estates Subdivision, Plat "B", thence Northeasterly along said boundary line and fence line the following three courses: North 42°47'30" East 620.67 feet, North 15°33'24" East 222.20 feet and North 01°35'35" West 572.02 feet to a point on the Southeasterly right of way line of an existing dirt road; thence North 15°00'55" East 582.26 feet along said right of way line and said boundary line to a point of intersection with a projected fence line; thence North 44°50'10" East 169.00 feet along said fence line and said boundary line to the point of beginning.

Note: Basis of bearing North 0°02'00" West from the East quarter corner of Section 15 to the Northwest corner of Section 14.

Excepting therefrom any portion lying within the bounds of Plat "B" Weber Wild Estates Subdivision as recorded in the office of the County Recorder, Summit County, Utah, November 23, 1960 as Entry No. 92433.

Together with all right, title, and interest in and to that certain Water Right, known as Change Application No. A15115 and Water Right Number 35-8632, AKA Smith-Moorehouse Shares

Tax Serial No. OT-201