

**NIELSON SUBDIVISION
PRELIMINARY PLAT
~705 W 1100 SOUTH
CITY COUNCIL MEETING
MARCH 21, 2024**

Summary: Matt Nielson is seeking approval of a preliminary plat for a 17 lot subdivision on approximately 7.85 acres.

ZONING: R-2 Residential (Lot size and frontage by Annexation Agreement)

UTILITIES:

Power:	To be constructed by developer
Culinary:	To be constructed by developer
Sewer:	To be constructed by developer
Irrigation:	Not shown on plans.

PARKING & ROADS:

NOTES:

Resubmittal to City Council.

Electrical component delays for equipment not already ordered are estimated to be 2.5 years.

PRELIMINARY PLAT CHECKLIST (PRE SB174)

Basic Information:

- Proposed name of the subdivision.
- Type of development.
- Location of the subdivision (address of the section, township, and range).
- Names and addresses of owner, subdivider (if different from owner), and surveyor/designer.
- Tabulation of acres, lots, open space, and units per acre.
- Date of preparation.

Existing Conditions:

- Location of nearest benchmark and monument.
- Legal boundary of proposed subdivision and included acreage.
- Contiguous property under control of subdivider.
- Names of adjoining property owners or adjacent developments/platted subdivisions.
- Zoning boundary lines within and adjacent to the proposed subdivision.
- Location, height, and type of existing fence lines.
- Location, width, and name/number of existing streets.
- Location of wells, springs, reservoirs within and beyond tract boundaries.
- Existing sewers, water mains, culverts, and underground facilities.
- Existing ditches, canals, drainage channels, waterways, and proposed alignments.
- Equestrian, pedestrian, and bicycle trails.
- Boundary lines of adjacent tracts of un-subdivided land.
- Contour at vertical intervals and high water levels of watercourses.

Proposed Plan:

- Layout of streets, including widths and dimensions.
- Numbered streets (no named streets permitted).
- Location of existing and proposed curb, gutter, and sidewalk.
- Grades and flow arrows for stormwater surface flows.
- Typical street cross-section.
- Necessary temporary turnaround easements.
- Specification of UDOT access size and location (if adjacent to state road).

- ❑ Location and size of existing and proposed culinary and pressure irrigation water lines.
- ❑ Location and details of existing and proposed sewer mains.
- ❑ Storm drainage improvements, including major facilities, drainage pipe locations, and detention/retention basins.
- ❑ Designation and conditions of dedication or reservation.
- ❑ Piping for irrigation ditches.
- ❑ Layout, dimensions, and frontage of lots.
- ❑ Parcels of land dedicated or reserved for public use.
- ❑ Building setback lines.
- ❑ Easements for water, sewer, drainage, utility lines, and other purposes.
- ❑ Sites for multifamily dwellings, shopping centers, community facilities, etc.
- ❑ Ownership and maintenance of common open space.
- ❑ Identification of natural features or sensitive lands.
- ❑ Environmental impact statement.
- ❑ Treatment of development perimeter.

DECLARATION

OF

**COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR THE

SUNSET FIELDS SUBDIVISION

(a Utah Residential Community)

March 2024

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
SUNSET FIELDS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for the Sunset Fields Subdivision (“Declaration”) is made and executed by Canson, LLC, a Utah limited liability company (“Declarant”), the Owner of the property described in the attached Exhibit “A.”

RECITALS:

A. **Name of Project and Description of Land.** The subdivision that is the subject of this Declaration shall be known as the Sunset Fields Subdivision (“Project”), and is situated in and upon that certain real property (“Subject Land”) located in Cache County, State of Utah, as specifically described in Exhibit “A” attached hereto and incorporated herein by this reference. Declarant either has or will record in the office of the County Recorder for Cache County, State of Utah, a plat map for Sunset Fields Subdivision (“Plat”). There will be seventeen (17) Lots in the Project.

B. **Intent and Purpose.** Declarant, by recording this Declaration, does so for the purpose of: (1) creating a development for the use and enjoyment of the Owners of the Lots; and (2) to impose upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within the Project and the Owners thereof.

DEFINITIONS

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.
- 1.2 **Declarant** shall mean Canson, LLC, a Utah limited liability company, its assigns or its successor in interest that purchases substantially all the Lots from Canson, LLC.
- 1.3 **Dwelling** shall mean and refer to each physically constructed residential dwelling or building containing a single family residence located as an improvement on a Lot.
- 1.4 **Lot** shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.

- 1.5 **Owner** shall mean any person or entity or combination thereof, including the Declarant, owning fee title to a Lot within the Project as shown on the records of Cache County, State of Utah.
- 1.6 **Period of Administrative Control** shall end seven (7) years from the date of recordation of this Declaration or the date on which Declarant no longer holds fee title to any Lot within the Project, whichever is sooner.
- 1.7 **Plat or Map** shall mean the Plat or Plats for Sunset Fields Subdivision, as recorded in the office of the County Recorder for Cache County, State of Utah.
- 1.8 **Project** shall mean all Lots collectively within Sunset Fields Subdivision.
- 1.9 **Subject Land** shall mean the land upon which the Project is situated, as more particularly described in Exhibit "A" attached.

ARTICLE II PROJECT AND IMPROVEMENTS

- 2.1 **Submission to Declaration.** All of the Subject Land is part of the Sunset Fields Subdivision, and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot Owners.
- 2.2 **Description of Improvements.** The Project shall consist of one phase and contain seventeen (17) Lots, as shown on the Plat.

ARTICLE III NATURE AND INCIDENTS OF OWNERSHIP

- 3.1 **Ownership and Maintenance of Lots.** The Lot Owners shall each repair and maintain all portions of their Lot and Dwelling.
- 3.2 **Landscape Installation.** The landscaping located on a Lot must be installed and completed within one year from the date a certificate of occupancy is obtained. Xeriscaping is encouraged.
- 3.3 **Prohibition Against Subdivision of Lot.** No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.
- 3.4 **Exclusive Use of Lot.** All Lots and all improvements on a Lot are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Lot Owner.

- 3.5 **Fences and Walls.** Any fences constructed within the Project shall be six feet (6') tall and shall be composed of white vinyl.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

- 4.1 **Single Family Residence.** All Lots in said Project shall be known and described as residential lots.
- 4.2 **Setback Requirements.** All set back lines, side yards, and back yards shall be in accordance with applicable city ordinances.
- 4.3 **Building Size and Construction.** All Dwellings on the Property shall have a minimum habitable ground floor space of at least 900 hundred (900) square feet on the ground story level, exclusive of porches, decks and garages, if any.
- 4.4 **Exterior Surfaces.** All exterior surfaces of a Dwelling or outbuilding shall be covered with brick, rock, stone, stucco, Hardiboard, or a combination of such materials. During the Period of Administrative Control, Declarant shall have the right to approve other exterior surfaces.

ARTICLE V RESTRICTIONS ON USE

- 5.1 **No Noxious or Offensive Activity.** No noxious or offensive trade or activity and no nuisance shall be carried on upon any Lot nor shall anything be done which may be or may become an annoyance in the neighborhood. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.
- 5.2 **Front Yard.** No structure shall be built or constructed in the front yard of any Lot. Furthermore, nothing shall be stored or kept in the front yard of any Lot.
- 5.3 **Construction Period Exemption.** During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.
- 5.4 **Pets.** No pets shall be kept on any lot in violation of any applicable city ordinance. Notwithstanding the forgoing, no more than two (2) cats, two (2) dogs, or six (6) chickens may be kept on any Lot.

**ARTICLE VI
COMPLIANCE WITH DECLARATION**

- 6.1 **Compliance.** Each Owner shall comply with the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by a Declarant or any aggrieved Owner.
- 6.2 **Enforcement and Remedies.** The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, shall be enforceable by Declarant or by any Owner of a Lot, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages.

**ARTICLE VII
DECLARANT'S SALES PROGRAM**

- 7.1 **Declarant's Right to Promote and Sell the Project.** Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner (the "Occurrence"), Declarant, its successor or assigns shall have the following rights, in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant:
- (a) **Sales Offices and Model Lots.** Declarant, its successors and assigns, shall have the right to maintain sales offices, including a trailer, and model homes on Lots. Sales offices may be located on any Lot (at any location) owned by Declarant. Declarant shall have the right to maintain any number of model homes it may desire using the Lots Declarant owns.
- (b) **Promotional Devices.** Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or places on the Lots owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary.

**ARTICLE VIII
GENERAL PROVISIONS**

- 8.1 **Intent and Purpose.** The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 8.2 **Construction.** The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

8.3 **Amendment.**

- (a) Except as otherwise provided herein, this Declaration, and any amendments to the Declaration, may be amended with or without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by at least sixty-seven percent (67%) of the Lot Owners certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Cache County, State of Utah.
- (b) During the Period of Administrative Control, the Declarant shall have and is hereby vested with the right to amend this Declaration and the Plats by an instrument duly executed and acknowledged by Declarant and recorded in the Official Records of the County Recorder of Cache County, Utah. Such right of amendment shall apply without regard to the subject matter or the nature of the amendment involved, and such amendment shall not take away any substantive legal rights of those Owners who own a Lot at the time of such amendment by the Declarant. During any time Declarant holds an ownership interest in any Lot or in any portion of the property, no amendment shall be made to this Declaration without the written consent and approval of the Declarant.

8.4 **Effective Date.** This Declaration and any amendments thereto shall take effect upon recording.

8.5 **Owner's Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he conveys title to such Lot.

[Signatures on Next Page]

EXECUTED BY DECLARANT on the date of notarization appearing below:

CANSON, LLC

By _____
Its: Manager

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared before me **Matthew Nielson**, who being by me duly sworn, did say that he is manager of Canson, LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and he duly acknowledged to me he executed the same.

Notary Public

Exhibit “A”

**LEGAL DESCRIPTION
SUNSET FIELDS SUBDIVISION**

BEGINNING 264 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 1 EAST, AND THENCE WEST 396 FEET; THENCE NORTH 20 RODS; THENCE EAST 396 FEET; THENCE SOUTH 20 RODS TO THE POINT OF BEGINNING. CONTAINING 3 ACRES.

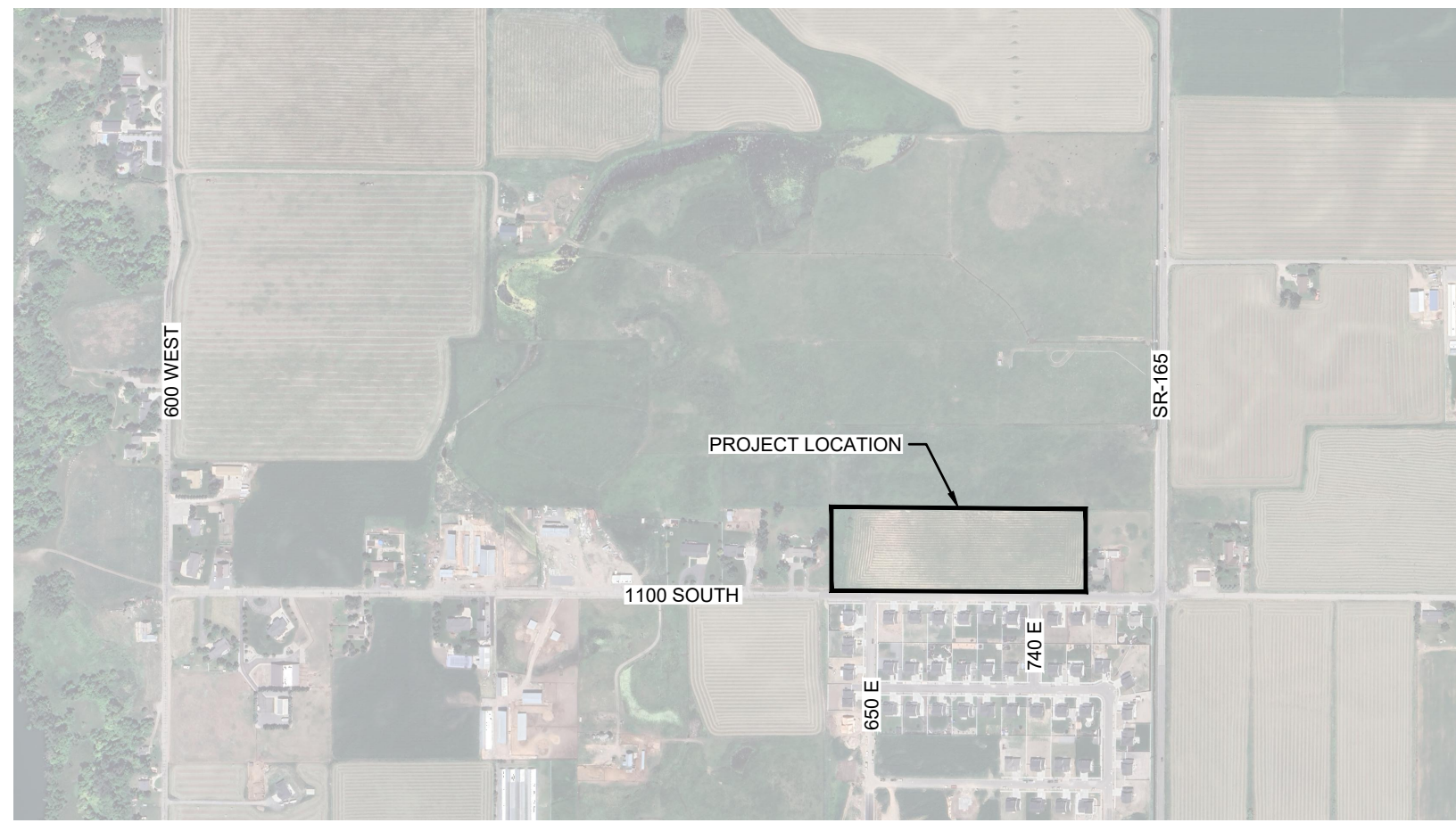
Parcel No. 01-071-0008

BEGINNING 40 RODS WEST OF THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 1 EAST; AND THENCE WEST 40 RODS; THENCE NORTH 20 RODS; THENCE EAST 40 RODS; THENCE SOUTH 20 RODS TO THE POINT OF BEGINNING. CONTAINING 5 ACRES.

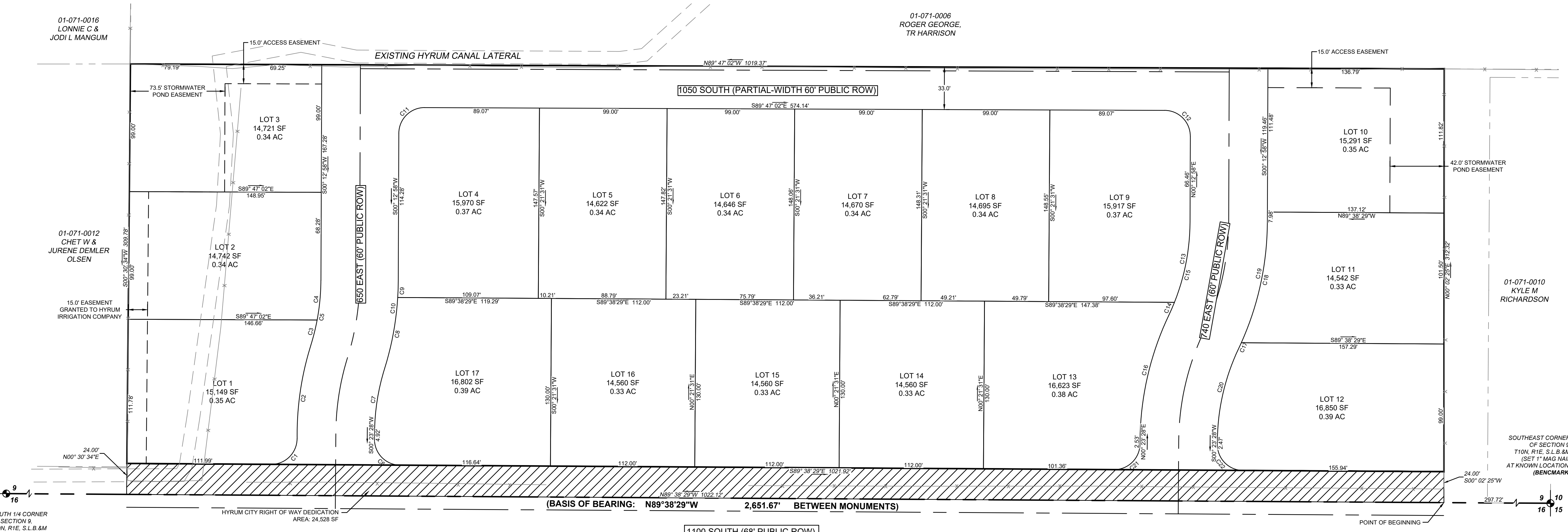
Parcel No. 01-071-0007

PRELIMINARY PLAT FOR SUNSET FIELDS SUBDIVISION

SE/4 OF SEC 9 TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN



LEGEND	
PROPERTY BOUNDARY (PER LEGAL)	STORM DRAIN LINE
PROPOSED PROPERTY LINE	CULINARY WATER LINE
SETBACK LINE	WATER VALVE
EXISTING PROPERTY LINE	FIRE HYDRANT
EXISTING ROW CENTERLINE	WATER METER
PROPOSED ROW CENTERLINE	STORM DRAIN BOX
EXISTING ASPHALT	STORM WATER CATCH BASIN
PROPOSED ASPHALT	SEWER MANHOLE
SANITARY SEWER LINE	ROW DEDICATION
EXISTING FENCE	



civilsolutionsgroup inc.
 CACHE VALLEY | P: 435.213.3762
 SALT LAKE | P: 801.216.3192
 UTAH VALLEY | P: 801.874.1432
 info@civilsolutionsgroup.net
 www.civilsolutionsgroup.net

SUNSET FIELDS SUBDIVISION
 PRELIMINARY PLAT
 700 EAST 1100 SOUTH
 HYRUM, UT 84319

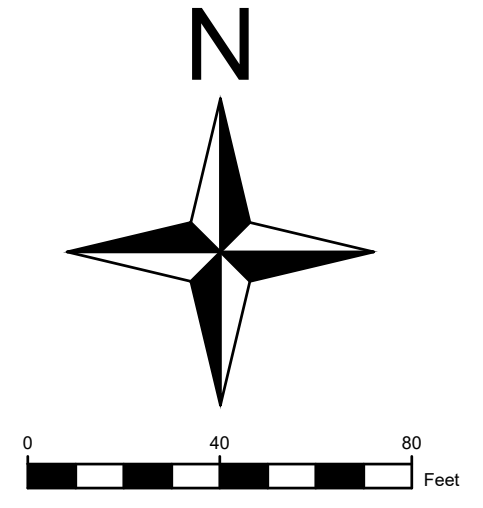
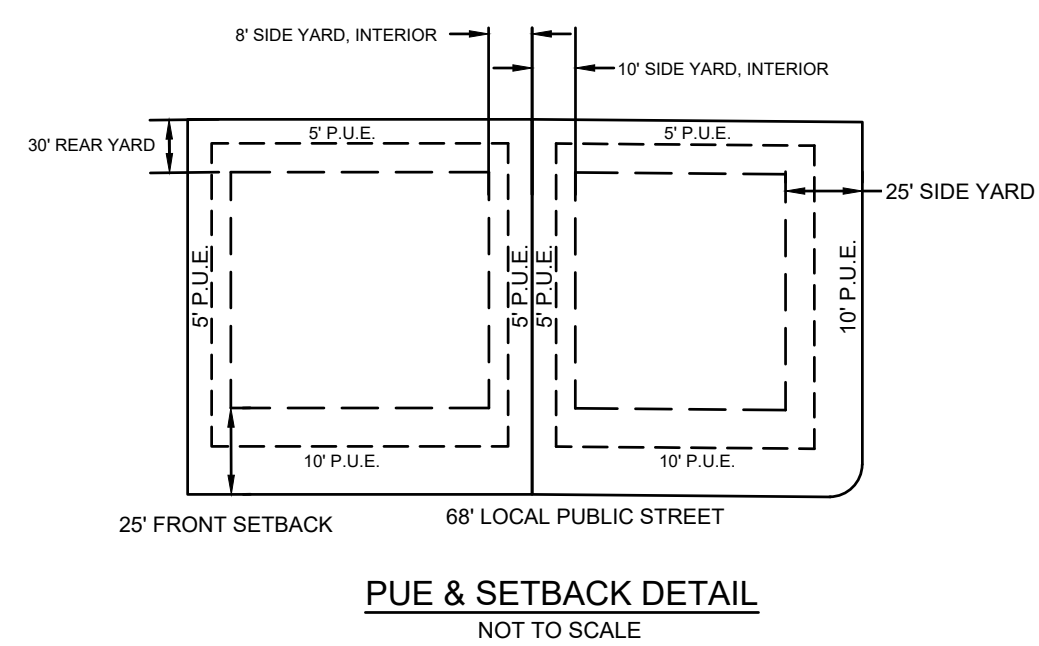
MARK	DATE	DESCRIPTION

PROJECT #: 23-321
 DRAWN BY: L. WESTON
 PROJECT MANAGER: M. TAYLOR
 ISSUED: 3/13/2024

CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	20.00	89°58'03"	31.40	N45°22'29"E 28.28
C2	230.00	18°18'28"	73.49	N8°20'49"E 73.18
C3	170.00	8°49'58"	20.27	N14°02'31"E 20.26
C4	170.00	10°34'34"	30.89	N5°25'15"E 30.84
C5	170.00	17°14'31"	51.16	N8°50'14"E 50.97
C6	20.00	90°01'57"	31.43	S44°37'31"E 28.28
C7	170.00	17°04'01"	50.84	S8°55'29"W 50.45
C8	230.00	13°59'54"	56.19	S10°27'33"W 56.05
C9	230.00	3°14'38"	13.02	S1°50'17"W 13.02
C10	230.00	17°14'31"	69.21	N8°50'14"E 68.95
C11	20.00	90°00'00"	31.42	S45°12'58"W 28.28
C12	20.00	90°00'00"	31.42	N44°47'02"W 28.28
C13	170.00	21°30'44"	63.83	N10°58'20"E 63.45
C14	170.00	3°42'39"	11.01	N23°03'01"E 11.01
C15	170.00	25°13'23"	74.84	S12°49'40"W 74.24
C16	230.00	25°02'53"	100.55	N12°54'54"E 99.75
C17	230.00	1°14'43"	5.00	S24°49'00"W 5.00
C18	230.00	23°58'40"	96.25	S12°12'18"W 95.55
C19	230.00	25°13'23"	101.25	S12°49'40"W 100.44
C20	170.00	25°02'53"	74.32	S12°54'54"W 73.73
C21	20.00	89°58'03"	31.40	N45°22'29"E 28.28
C22	20.00	90°01'57"	31.43	S44°37'31"E 28.28

LEGAL DESCRIPTION
 A PORTION OF THE SE/4 OF THE SE1/4 OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING N89°38'29"W 297.72 FEET FROM THE SOUTHEAST CORNER OF SECTION 9, T10N, R1E, S.L.B. & M. (BASIS OF BEARINGS: N89°38'29"W ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH 1/4 CORNER OF SAID SECTION 9);
 AND RUNNING THENCE N89°38'29"W 1022.12 FEET ALONG THE SECTION LINE;
 THENCE N00°30'34"E 333.78 FEET ALONG AN EXISTING FENCE LINE; THENCE S89°47'02"E 1020.41 FEET MORE OR LESS ALONG AN ANCIENT FENCE LINE; THENCE S00°02'25"W 336.32 FEET ALONG A FENCE LINE TO THE POINT OF BEGINNING.

CONTAINS: 7.85 ACRES



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SURVEY PLAN



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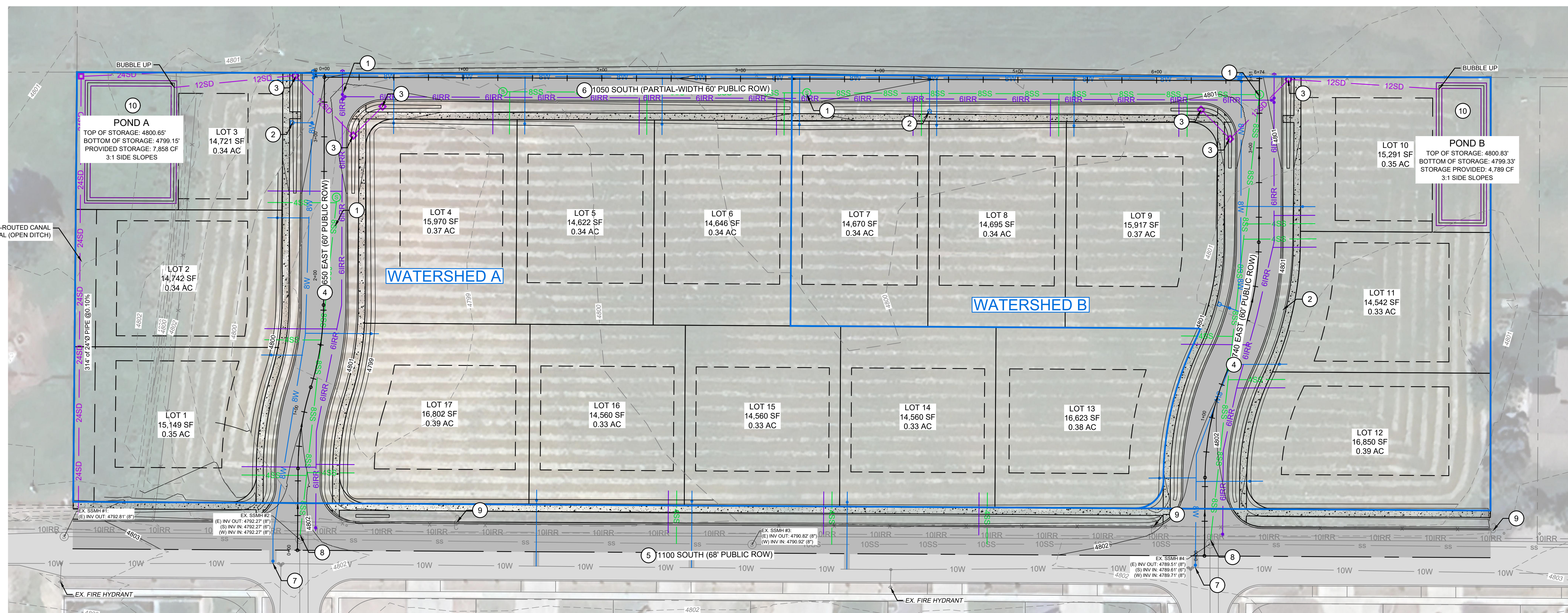
SUNSET FIELDS SUBDIVISION
 PRELIMINARY PLAT
 700 EAST 1100 SOUTH
 HYRUM, UT 84319

MARK	DATE	DESCRIPTION

PROJECT #: 23-321
 DRAWN BY: L. WESTON
 PROJECT MANAGER: M. TAYLOR
 ISSUED: 3/13/2024



CIVIL PLAN



- GENERAL NOTES:**
- CONSTRUCTION TO BE COMPLETED IN ONE PHASE
 - ALL LOTS TO BE SERVICED WITH A 1"Ø CULINARY WATER LATERAL & A 4"Ø SANITARY SEWER LATERAL

- SITE SHEET KEY NOTES:**
- SEWER MANHOLE
 - FIRE HYDRANT
 - STORM WATER STRUCTURE
 - 60'-FT ROW CROSS-SECTION (SEE THIS SHEET)
 - 68'-FT ROW CROSS-SECTION (SEE THIS SHEET)
 - 60'-FT PARTIAL ROW CROSS-SECTION (SEE THIS SHEET)
 - CONNECTION TO EXISTING WATER LINE
 - CONNECTION TO EXISTING SANITARY SEWER MANHOLE
 - EXISTING POWER STRUCTURE
 - RETENTION SYSTEM (NO FREEBOARD REQUIRED), PLANTED IN GRASS, MAINTAINED BY HOMEOWNER

STORAGE SUMMARY:

2,780	Swale length (lf)
2,320	Swale minus driveways and ADA ramps (lf)
5.0	Swale Storage (cf/lf)
11,600	Above ground storage provided in swales (cf)
40,868	Total storage required (cf)
29,268	Gravel sump storage required (cf)
10.32	Sump storage, 40% void gravel (cf/lf)
16,680	Gravel sump storage provided, extending through driveways (cf)
28,280	Remaining storage to be provided in ponds (cf)
62%	West Watershed (4.5-ac)
7,804	West Pond Required Storage (cf)
7,858	West Pond Provided Storage (cf)
38%	East Watershed (3.6-ac)
4,783	East Pond Required Storage (cf)
4,789	East Pond Provided Storage (cf)

ENVIRONMENTAL IMPACT STATEMENT

GIVEN THE ABSENCE OF SENSITIVE LANDS WITHIN THE SUBDIVISION BOUNDARY, THE EXPECTED ENVIRONMENTAL IMPACT OF THE PROJECT IS NEGLIGIBLE. FURTHERMORE, A SITE INSPECTION BY CIVIL SOLUTIONS GROUP ON NOVEMBER 27, 2023 DID NOT REVEAL THE PRESENCE OF AN RECOGNIZED ENVIRONMENTAL HAZARDS (RECS), WHICH ARE DEFINED AS FOLLOWS: "THE PRESENCE OR LIKELY PRESENCE OF ANY HAZARDOUS SUBSTANCES OR PETROLEUM PRODUCTS IN, ON, OR AT A PROPERTY; (1) DUE TO ANY RELEASE TO THE ENVIRONMENT; (2) UNDER CONDITIONS INDICATIVE OF A RELEASE TO THE ENVIRONMENT; OR (3) UNDER CONDITIONS THAT POSE A MATERIAL THREAT OF A FUTURE RELEASE TO THE ENVIRONMENT."

LANDSCAPING PLAN

2 STREET TREES PER LOT

Civil Solutions Group, Inc.
 Designing Our Future

Project: Nelson Subdivision
 Date: 13-Feb-24
 Location: Hyrum, UT
 Method: Rational

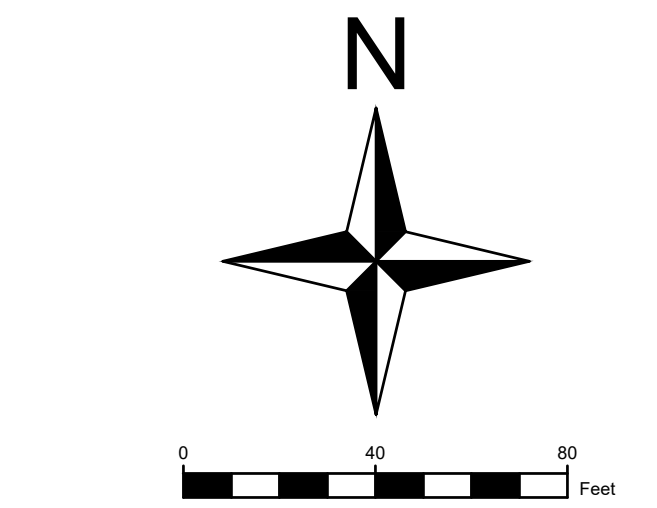
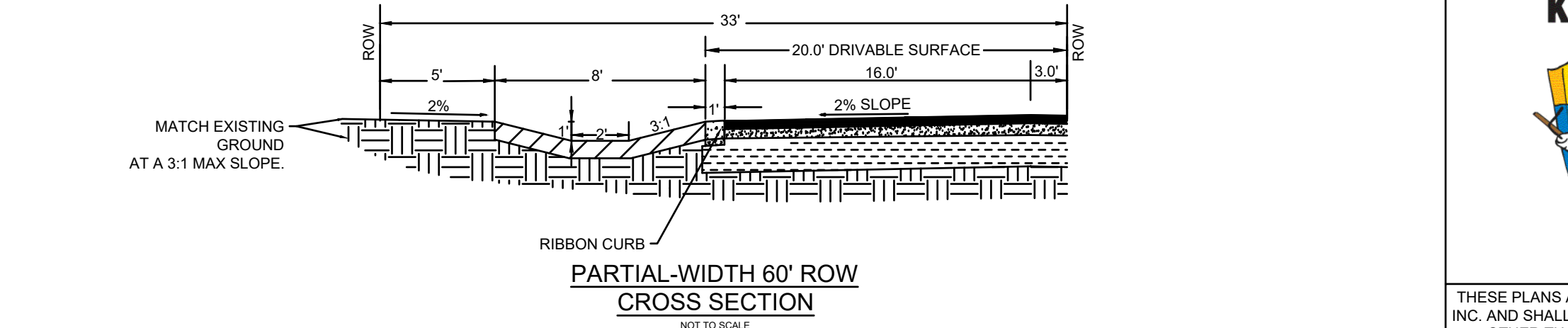
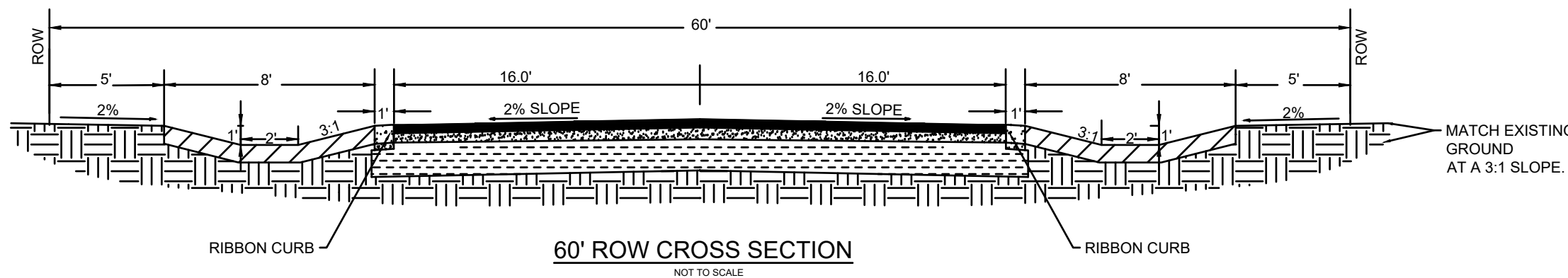
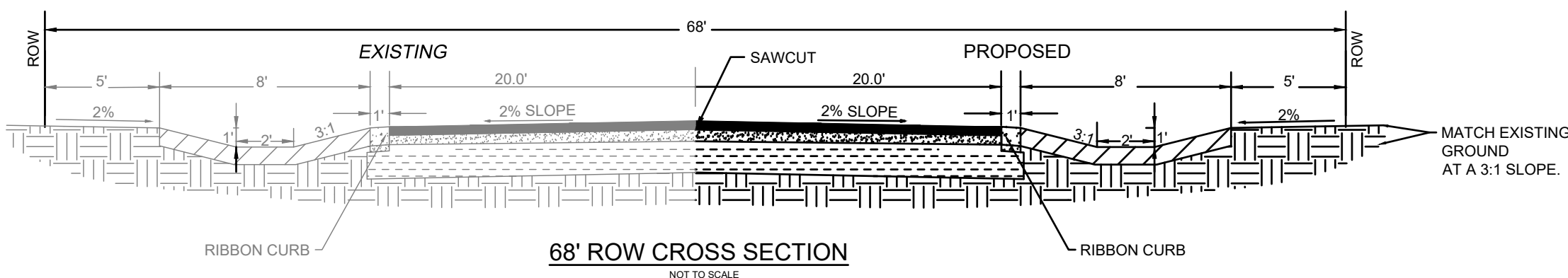
Post Development Area:

Condition	Area (acres)	Runoff Coefficient	Weighted Area
Road Hardscape	1.64	0.90	1.47
Rooftops (2,500 sf/lot)	0.98	0.90	0.88
Driveways (20'x25'/per lot)	0.20	0.90	0.18
Landscaping	5.28	0.15	0.79
Total Area	8.08		
Total Weighted Area:			3.32

Design Storm: 100 year, 48-hr storm

Release Rate: 0.00 cfs/acre

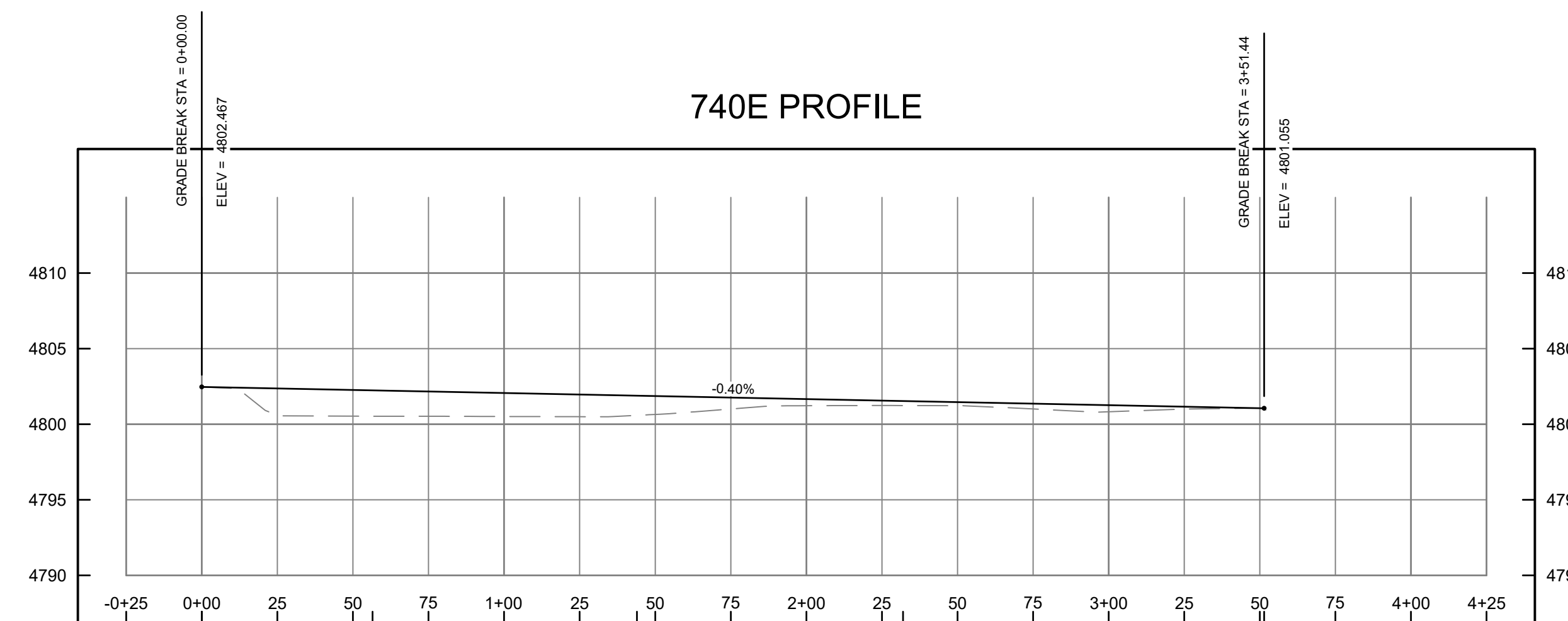
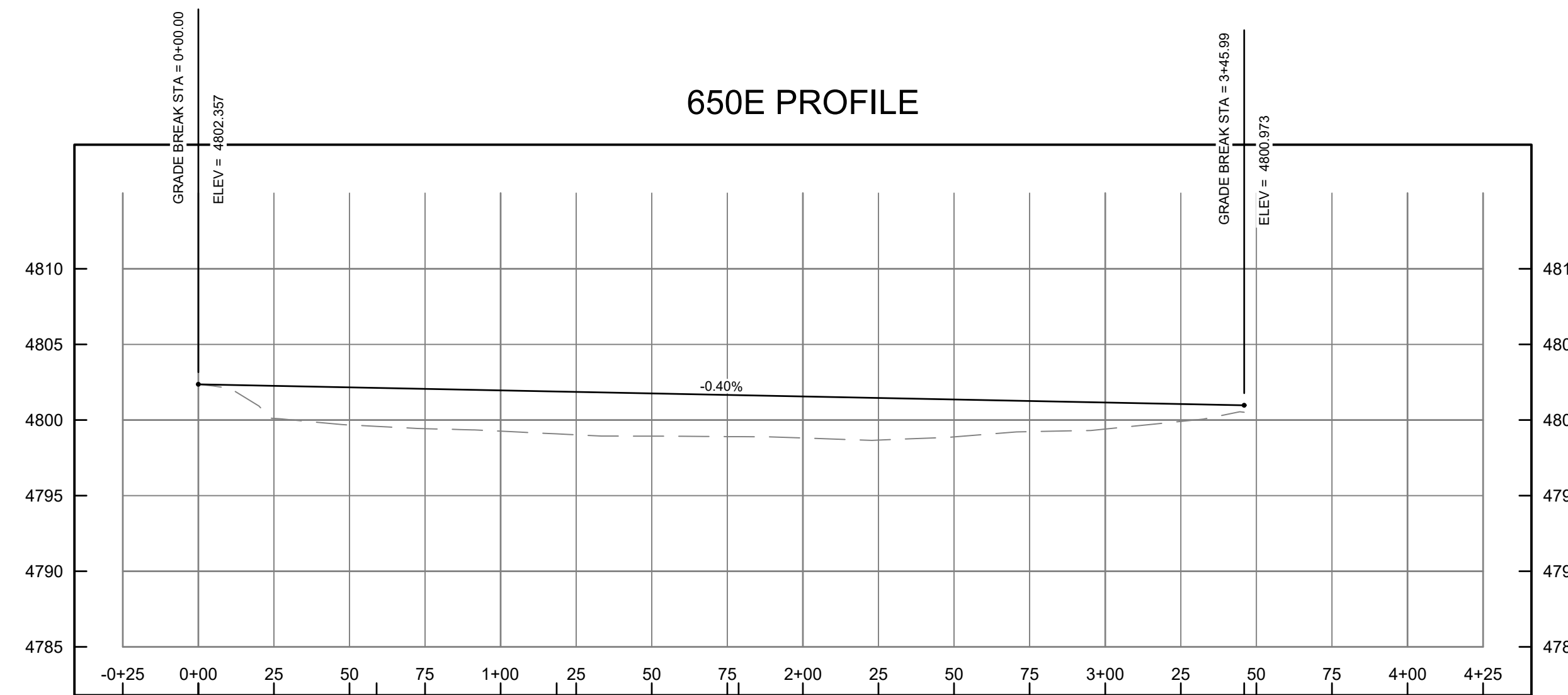
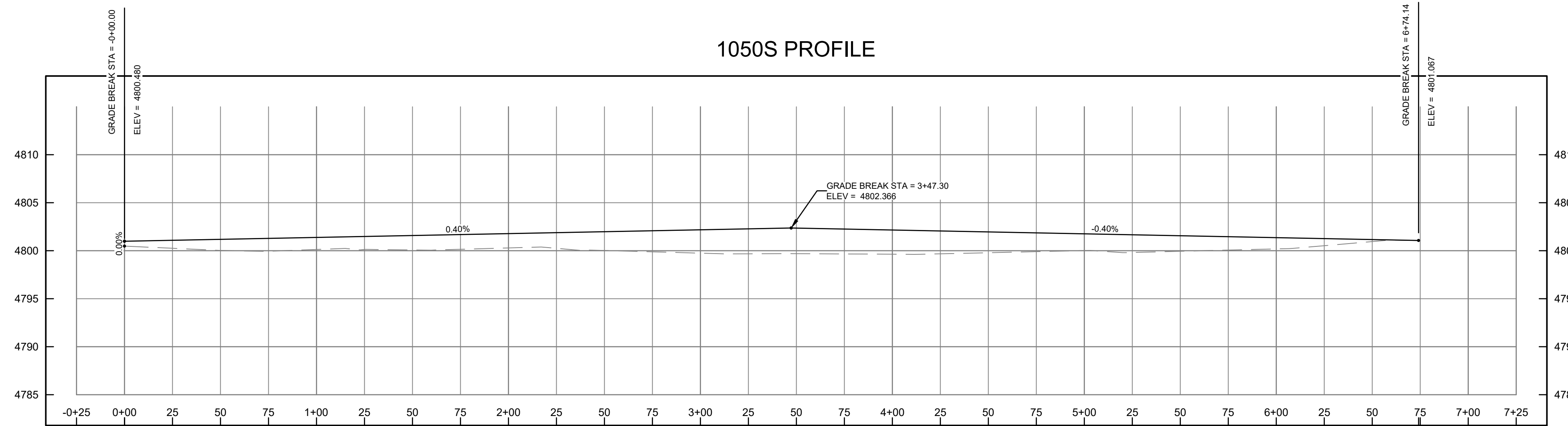
Duration (min)	Intensity (in/hr)	Post-Dev. Runoff (cfs)	Total Runoff (CF)	Cumulative Allow. Discharge (CF)	Detention Storage Req'd (CF)
5	5.40	17.92	5,377	-	5,377
10	4.08	13.54	8,126	-	8,126
15	3.40	11.29	10,157	-	10,157
30	2.28	7.57	13,623	-	13,623
60	1.41	4.68	16,849	-	16,849
120	0.81	2.67	19,239	-	19,239
180	0.57	1.89	20,434	-	20,434
360	0.34	1.13	24,497	-	24,497
720	0.21	0.70	30,113	-	30,113
1440	0.13	0.42	36,088	-	36,088
2880	0.07	0.24	40,868	-	40,868



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P:\2023\23-321 Matt Nielson Hyrum Subdivision\Civil\Plat\23-321 Civil Plan



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