

NIELSON SUBDIVISION
FINAL PLAT
~705 W 1100 SOUTH
CITY COUNCIL MEETING
MAY 16, 2024

Summary: Matt Nielson is seeking approval of a final 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:	To be constructed by developer

PARKING & ROADS: To be constructed by developer

NOTES: The preliminary plat was started under the old subdivision process. Discussions with the Office of the Property Rights Ombudsman has stated that since this development was started under that process, the applicant may choose to continue under the code and process that was originally started. The applicant has asked that this final plat be submitted to the City Council under this former code for approval. Construction drawings will be finalized after the plat obtains approval.

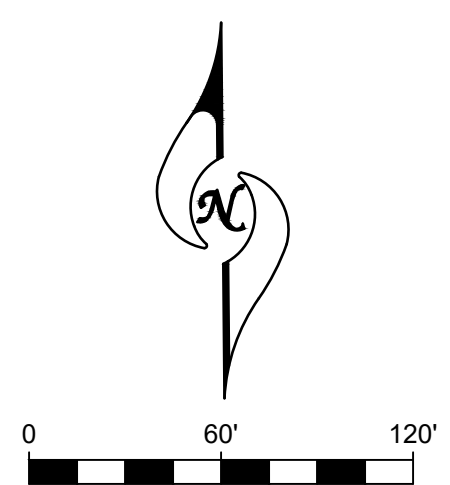
See attached plat for comments.

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



PLEASE PROVIDE CLOSURE REPORT FOR SUBDIVISION AND LOTS PER HC STD 1.4.21

FINAL PLAT OF SUNSET FIELDS SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 9, T10N, R1E, SLB&M HYRUM, UTAH



SURVEYOR'S CERTIFICATE I, KEVIN M. BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 11207308-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE...

KEVIN M. BALLS PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 11207308-2201

BOUNDARY DESCRIPTION A PORTION 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);

OWNER'S DEDICATION KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOW AS.

SUNSET FIELDS SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ___ DAY OF ___, 20__.

BY: (SIGNATURE) (PRINTED NAME) EXECUTIVE DIRECTOR

ACKNOWLEDGMENT ON THIS ___ DAY OF ___, 20__, PERSONALLY APPEARED BEFORE ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORE/AFFIRMED, DID SAY THAT HE/SHE IS THE ___ OF ___ AND THAT THIS DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID BOARD OF DIRECTORS, AND SAID ___ EXECUTED THE SAME.

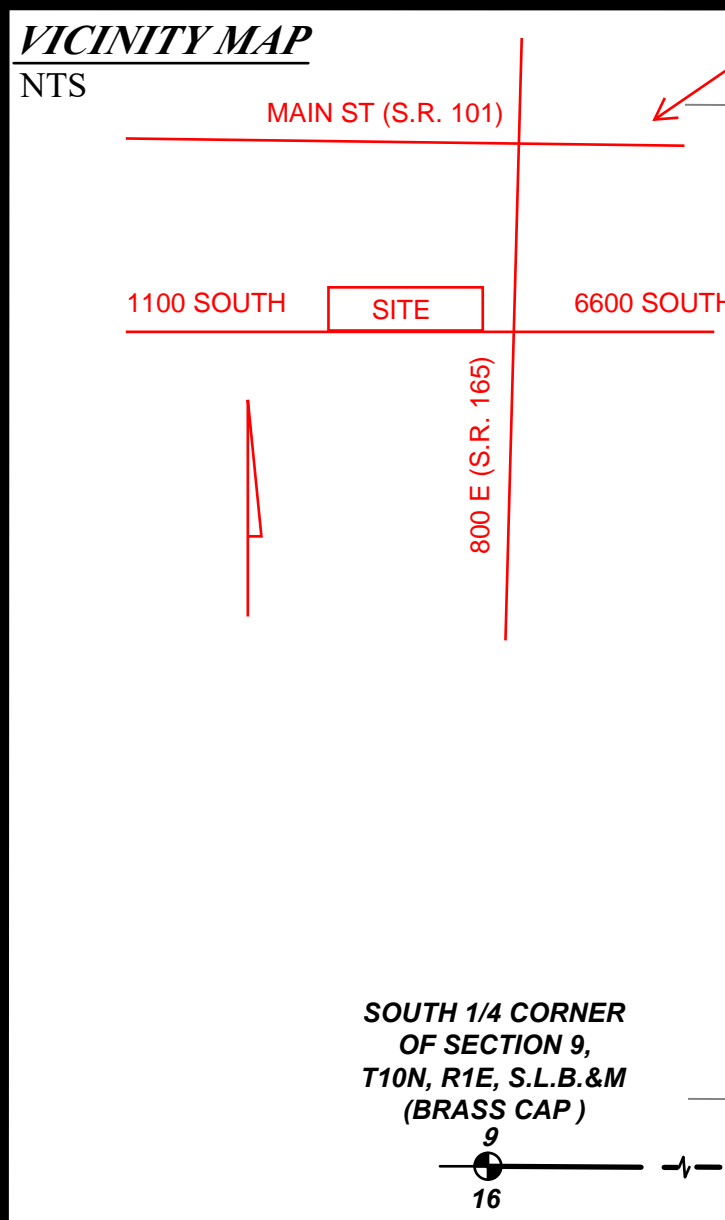
MY COMMISSION EXPIRES: ___ NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN ___ COUNTY

CITY COUNCIL APPROVAL PRESENTED TO THE HYRUM CITY COUNCIL THIS ___ DAY OF ___, 20__, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

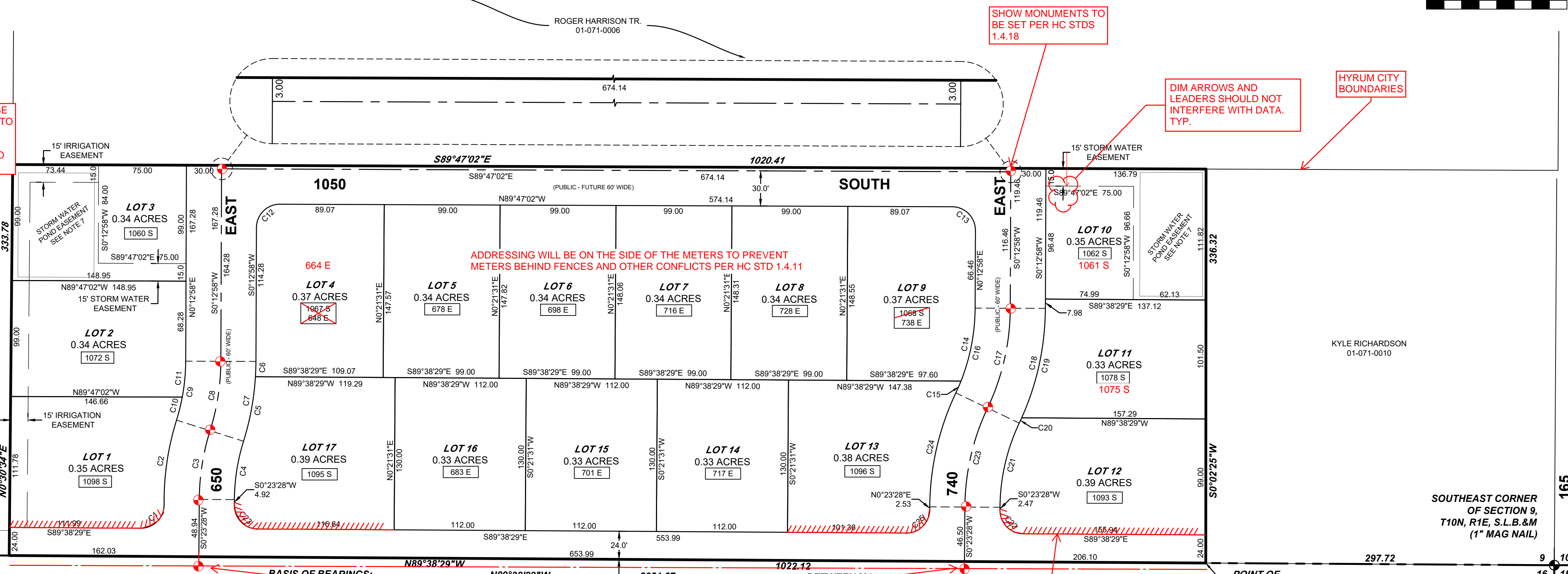
HYRUM CITY MAYOR DATE HYRUM CITY RECORDER DATE

FINAL PLAT OF SUNSET FIELDS SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 9, T10N, R1E, SLB&M HYRUM, UTAH

RECORDED # STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF: DATE: TIME: BOOK: PAGE: \$ FEE CACHE COUNTY RECORDER



VICINITY SHOULD BE BLACK AND WHITE TO ALLOW FOR BEST REPRODUCIBILITY. DOES NOT NEED TO BE COMPLEX.



ADDRESSING WILL BE ON THE SIDE OF THE METERS TO PREVENT METERS BEHIND FENCES AND OTHER CONFLICTS PER HC STD 1.4.11

SHOW MONUMENTS TO BE SET PER HC STDS 1.4.18

DIM ARROWS AND LEADERS SHOULD NOT INTERFERE WITH DATA. TYP.

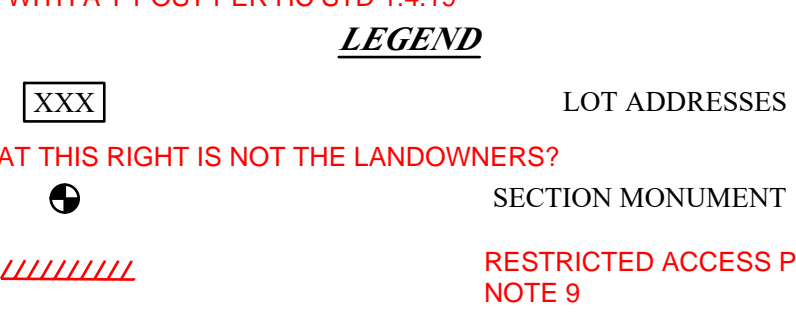
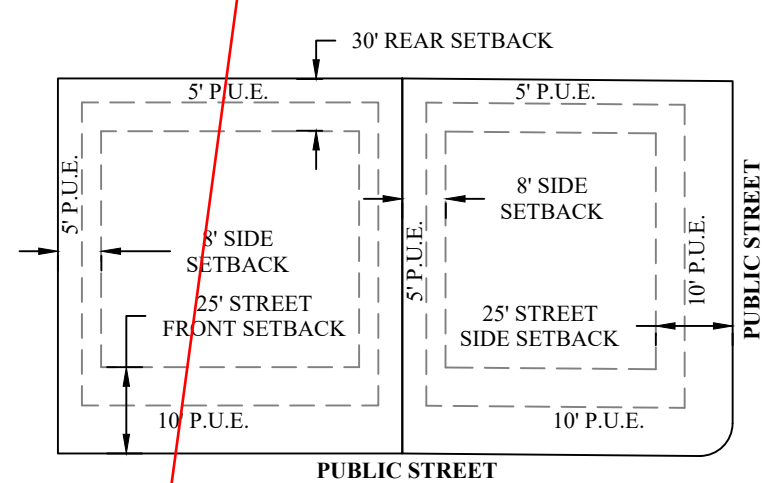
HYRUM CITY BOUNDARIES

TIE MONUMENT TO BOUNDARY PER HC STD 1.4.23

Table with 5 columns: CURVE #, RADIUS, DELTA, LENGTH, CHORD. Lists curve data for C1 through C25.

- NOTES: 1. EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING... 2. ALTHOUGH THE SETBACK LINES SHOWN HEREON REFLECT CURRENT CITY REQUIREMENTS... 3. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES...

LAND USE TABLE TOTAL PROJECT AREA: 7.85 ACRES TOTAL AREA OF OPEN SPACE LOTS: 0 SF TOTAL AREA OF RESIDENTIAL LOTS: 5.94 +/- ACRES TOTAL # OF RESIDENTIAL LOTS: 17 TOTAL # OF OPEN SPACE LOTS: 0 TOTAL ROAD AREA: 1.91 +/- ACRES TOTAL ROAD MILES: 0.45 +/- MILES



OWNER MATT NIELSON EMAIL: MATTRNIELSON@YAHOO.COM PHONE: 435.757.3070

ATTORNEY APPROVAL APPROVED AS TO FORM THIS ___ DAY OF ___, 20__

CULINARY WATER AND SANITARY SEWER AUTHORITY APPROVED THIS ___ DAY OF ___, 20__ BY HYRUM CULINARY WATER AUTHORITY AND SANITARY SEWER AUTHORITY

CULINARY WATER AUTHORITY SANITARY SEWER AUTHORITY

PLANNING COMMISSION APPROVAL PRESENTED TO THE HYRUM CITY PLANNING COMMISSION THIS ___ DAY OF ___, 20__, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.

PLANNING COMMISSION CHAIR DATE

COUNTY SURVEYOR'S APPROVAL I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND FURTHER CERTIFY THAT IT MEETS THE MINIMUM STANDARDS FOR PLATS REQUIRED BY COUNTY ORDINANCE AND STATE LAW.

COUNTY SURVEYOR DATE

ENGINEER'S APPROVAL I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE.

CITY ENGINEER DATE

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

UTILITY COMPANIES THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED. DOMINION ENERGY* DATE HYRUM POWER DATE COMCAST CABLE DATE CENTURYLINK COMMUNICATIONS DATE

*DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFORMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

DECLARATION

OF

**COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR THE

SUNSET FIELDS SUBDIVISION

(a Utah Residential Community)

May 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. In the event of any conflict between the language contained within this Declaration and any pertinent statute at the Federal, State, or City level, the statute shall take precedence over the Declaration.

A "MORE RESTRICTIVE" PHRASE WAS RECOMMENDED TO ALLOW THIS DOCUMENT TO BE MORE RESTRICTIVE. I.E., NO SUBDIVISION OF LOTS. THIS IS ALLOWED UNDER CITY AND STATE CODE AND IF THIS TAKES PRECEDENCE, THEN THE LOT OWNERS WILL BE ALLOWED TO DIVIDE. SEE SECTION 3.3

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, which shall include the land described on the attached Exhibit “A”.

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.

- 5.5 **Stormwater Pond.** Each owner shall be responsible to maintain any stormwater pond located on their Lot, as shown on the Plat. No owner shall make any changes to a stormwater pond that would in any way impact the pond's purpose or functionality.
- 5.6 **Driveway Width.** No driveway in the Project shall be more than twenty feet (20') wide.

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