

Mapleton City Council Staff Report

Meeting Date: June 3, 2014

Applicant: Jody Rookstool

Prepared by: Sean Conroy, Community Development Director

Public Hearing Item: No

Location: 1205 S South Pond Circle

Zone: RA-1

REQUEST

A Discussion item to consider a request to amend a Conservation Easement to allow an agricultural building on a property designated as permanent open space located at 1205 S South Pond Circle (Lot 9A, Eagle Rock Plat E).

BACKGROUND AND PROJECT DESCRIPTION

The Eagle Rock Plat "E" amended subdivision was recorded with the Utah County Recorder on November 29, 2001. The subdivision is located at approximately 1200 South and 1200 East and includes 10 residential lots and five lots of protected open space (see attachment "1"). The conditions associated with the open space lots are outlined in a recorded conservation easement (see attachment "2").

The applicant recently purchased residential lot 9 (1.02 acres) and the open space lot 9-A (1.12) acres. The applicant has also purchased a 2.5 acre lot located directly west of lot 9-A that is accessed off of 1000 East. The applicant would like to construct a barn/riding arena for personal use on lot 9-A (see attachment "3").

EVALUATION

Conservation Easement: The conservation easement states the following regarding the construction of buildings on the open space lots:

"The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property expressly provided hereunder."

Under this language a barn/riding area, or any other building or structure, would not be permitted on lot 9-A. The applicant has suggested the following options:

- 1) *Amend the conservation easement to allow agricultural buildings on lot 9-A.* Staff notes that there are other conservation easements that have been approved by the City that have allowed for agricultural buildings. However, in at least one case the owner of an agricultural building under a conservation easement has consistently used the building for non-agricultural purposes. While the applicant may not have any intentions of using the proposed agricultural building for non-agricultural purposes, future owners may propose to do so. This could create future enforcement challenges for the City.

Another concern with this option is that other owners in the subdivision may have an expectation based on the recorded conservation easement that the open space lots will be left undeveloped.

- 2) *Redraw the property lines for lots 9 and 9-A allowing the barn to be located where it currently sits on the proposed draw while providing for the same amount of protected open space.* This option would require an amendment to the plat, but not to the conservation easement. Similarly with option #1, staff is concerned that other owners in the subdivision may have an expectation of where the open space will be located based on the recorded conservation easement. Staff would recommend that if

the Council considers option #1 or #2 that the applicant obtain letters of support from each property owner in the subdivision.

Staff notes that the RA-1 zone allows a maximum building coverage of 35%. Lot 9 is 1.02 acres in size, which would allow a maximum of 15,550.92 square feet of building coverage. The proposed barn/riding arena is approximately 8,400 square feet in size and the proposed home looks similar in size. If this option is selected, the size of the barn and or the residence may need to be reduced.

- 3) *Remove the restriction on lot 9-A and move it to the lot also owned by the applicant just west of lot 9-A.* Staff would not recommend this option as the open space was intended to be located in the area of the original plat.

Staff has included the following two additional options that were not outlined by the applicant:

- 4) *Construct the barn on the southern portion of lot 9.* Lot 9 is currently vacant and therefore the applicant could design a new home and the barn to be located on lot 9. Staff recognizes that this is not an ideal option and that both structures could not exceed the 35% lot coverage limitations addressed in option #2, but it is an option that wouldn't require an amendment to the conservation easement.
- 5) *Construct the barn on the eastern portion of the lot being purchased on 1000 East.* This option also avoids the need to amend either the plat or the conservation easement. While the barn would not be located immediately adjacent to a new home on lot 9, it is still a viable option.

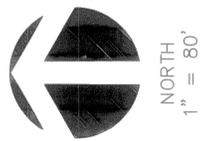
Staff notes that in general the City Attorney discourages amendments to existing conservation easements. The primary concern is that amendments to one conservation easement may lead to requests to amend others. If the Council approves one request, but denies another it could then lead to challenges that the Council's decisions have been arbitrary and capricious.

RECOMMENDATION

Provide guidance to the applicant.

ATTACHMENTS

1. Eagle Rock Plat "E".
2. Conservation Easement.
3. Applicant's information.
4. Option exhibits.

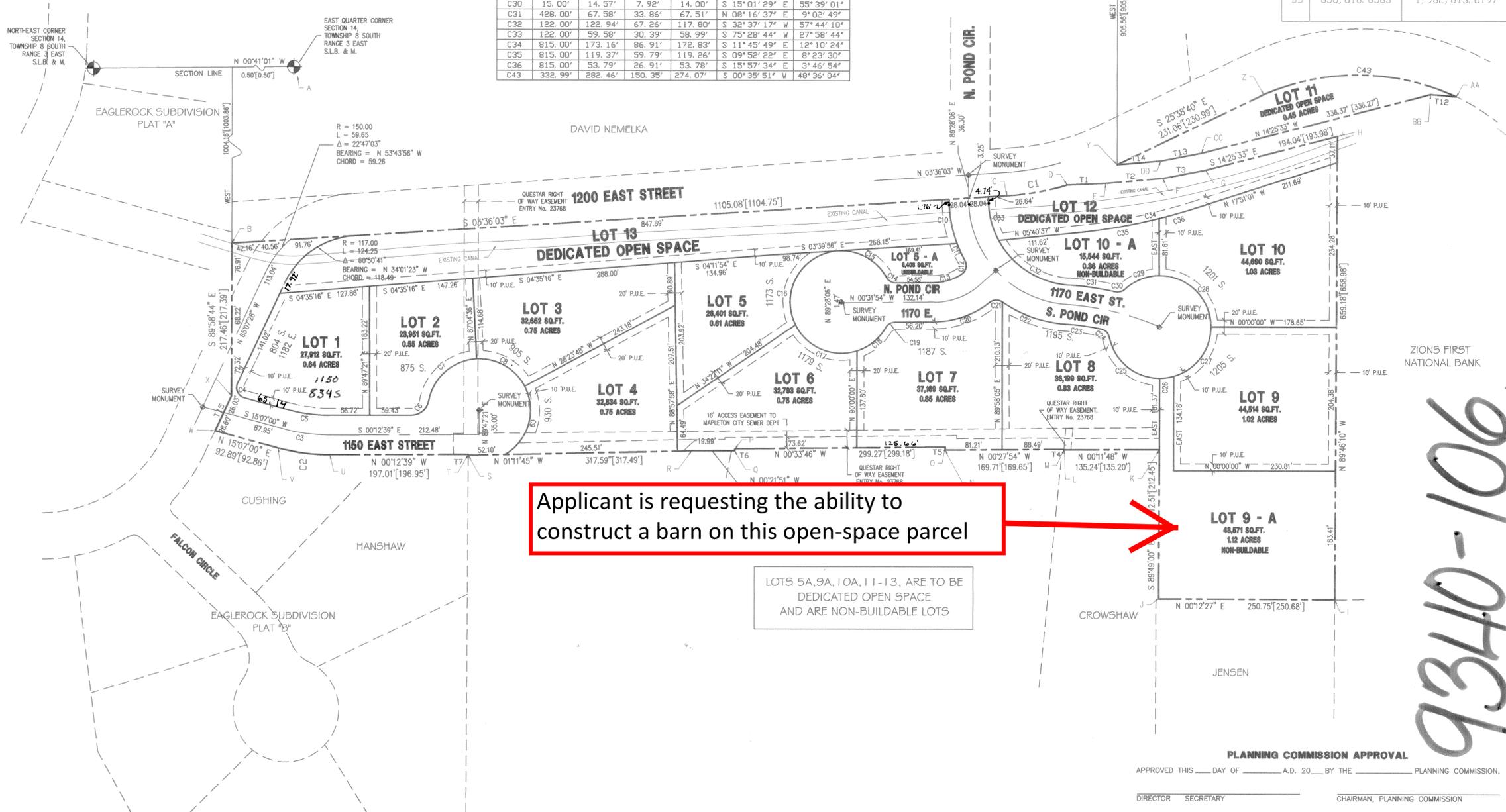


Attachment "1" Eagle Rock Plat "E" Amended

CURVE	RADIUS	CURVE	TANGENT	CHORD	BEARING
C1	383.00'	87.17'	43.77'	86.98'	S 07°27'10" W
C2	278.00'	74.37'	37.41'	74.15'	S 07°27'10" W
C3	250.00'	66.88'	33.64'	66.68'	S 07°27'10" W
C4	15.00'	26.18'	17.88'	22.98'	S 65°07'00" W
C5	222.00'	59.39'	29.87'	59.21'	S 07°27'10" W
C6	25.00'	34.65'	20.76'	31.94'	S 39°55'08" E
C7	73.00'	97.68'	57.72'	90.55'	N 41°17'38" W
C8	73.00'	83.15'	46.74'	78.73'	N 29°40'13" E
C9	73.00'	111.33'	69.74'	100.85'	S 74°00'28" E
C10	178.00'	62.41'	31.53'	62.09'	S 79°25'25" W
C11	178.00'	26.72'	13.39'	26.70'	S 65°04'39" W
C12	15.00'	22.48'	13.95'	20.43'	S 76°17'31" E
C13	72.00'	41.25'	21.21'	40.69'	S 16°56'46" E
C14	15.00'	16.19'	8.98'	15.42'	S 30°23'17" W
C15	73.00'	82.78'	46.48'	78.42'	N 28°49'16" E
C16	73.00'	143.91'	110.19'	121.71'	N 60°08'26" W
C17	73.00'	103.69'	62.77'	95.19'	S 22°41'33" W
C18	73.00'	53.74'	28.15'	52.53'	S 39°05'21" E
C19	15.00'	15.62'	8.60'	14.92'	N 30°21'18" W
C20	128.00'	85.19'	44.24'	83.62'	S 19°35'51" E
C21	15.00'	19.26'	11.22'	17.96'	N 01°52'43" W
C22	178.00'	96.78'	49.62'	95.59'	S 19°19'47" W
C23	378.00'	50.97'	25.52'	50.93'	N 07°40'43" E
C24	15.00'	17.47'	9.88'	16.50'	N 44°58'36" E
C25	73.00'	99.84'	59.50'	92.24'	S 39°10'07" W
C26	73.00'	20.26'	10.20'	20.19'	S 07°57'46" E
C27	73.00'	94.39'	55.10'	87.95'	S 52°57'24" E
C28	73.00'	115.29'	73.63'	103.68'	N 44°45'18" E
C29	73.00'	53.97'	28.29'	52.75'	N 21°40'11" W
C30	15.00'	14.57'	7.92'	14.00'	S 15°01'29" E
C31	428.00'	67.58'	33.86'	67.51'	N 08°16'37" E
C32	122.00'	122.94'	67.26'	117.80'	S 32°37'17" W
C33	122.00'	59.58'	30.39'	58.99'	S 75°28'44" W
C34	815.00'	173.16'	86.91'	172.83'	S 11°45'49" E
C35	815.00'	119.37'	59.79'	119.26'	S 09°52'22" E
C36	815.00'	53.79'	26.91'	53.78'	S 15°57'34" E
C43	332.99'	282.46'	150.35'	274.07'	S 00°35'51" W

NO.	NORTHING	EASTING
A	651,939.1453	1,983,498.0100
B	651,939.6455	1,982,494.1511
C	650,837.0742	1,982,563.5351
D	650,751.4735	1,982,578.8151
E	650,696.3230	1,982,581.2910
F	650,615.2041	1,982,588.2355
G	650,534.8971	1,982,599.9211
H	650,367.0324	1,982,648.2619
I	650,369.6841	1,981,989.2848
J	650,620.3589	1,981,990.1926
K	650,619.6791	1,982,202.6380
L	650,754.8778	1,982,202.1739
M	650,754.8936	1,982,202.9648
N	650,924.5425	1,982,201.5877
O	650,924.3795	1,982,205.9884
P	651,223.5497	1,982,203.0493
Q	651,223.8707	1,982,200.1671
R	651,285.3995	1,982,199.7760
S	651,602.8108	1,982,193.1547
T	651,602.8056	1,982,194.2024
U	651,799.8225	1,982,193.4752
V	651,873.2567	1,982,203.0927
W	651,962.9065	1,982,227.3101
X	651,939.7256	1,982,276.7587
Y	650,680.3202	1,982,607.7408
Z	650,472.0801	1,982,707.7114
AA	650,198.1110	1,982,704.8539
BB	650,234.7113	1,982,707.9275
CC	650,560.3781	1,982,624.1539
DD	650,618.6563	1,982,613.0197

LINE	LENGTH	BEARING
T1	55.22	S 02°34'14" E
T2	81.44	S 04°53'35" E
T3	61.45	S 10°58'48" E
T4	0.79	N 88°51'04" E
T5	4.41	S 87°52'46" E
T6	2.90	N 83°38'39" W
T7	1.05	S 89°43'00" E
T12	36.74'	N 04°48'01" E
T13	59.35'	N 10°48'58" W
T14	61.91	N 04°53'35" W
T15	54.63	S 64°53'00" E



Applicant is requesting the ability to construct a barn on this open-space parcel

LOTS 5A, 9A, 10A, 11-13, ARE TO BE DEDICATED OPEN SPACE AND ARE NON-BUILDABLE LOTS

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 147089, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION PARCEL 1

COMMENCING N 00°41'01" W ALONG THE SECTION LINE 0.50 FEET AND WEST 1004.81 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS

BEARING	DISTANCE	REMARKS
S 03°36'03" E	1105.08'	
ARC LENGTH	97.17'	CHD BEARS S 10°07'15" E 86.98' R = 383.00'
S 02°34'14" E	55.22'	
S 04°53'35" E	81.44'	
S 10°58'48" E	61.45'	
S 14°25'33" E	194.04'	
N 89°46'10" W	539.18'	
N 00°12'27" E	250.75'	
S 89°49'00" E	212.51'	
N 00°11'48" W	135.24'	
N 88°51'04" E	50.79'	
N 00°27'54" W	169.21'	
S 87°52'46" E	4.41'	
N 00°33'46" W	299.27'	
N 83°38'39" W	2.90'	
N 00°21'51" W	61.53'	
N 01°11'45" W	317.59'	
S 89°43'00" E	1.05'	
N 00°12'39" W	197.01'	
ARC LENGTH	74.37'	CHB N 07°27'10" E 74.15' R = 278.00'
N 157°07'00" E	92.89'	
S 64°53'00" E	54.63'	
S 89°58'44" E	217.46'	TO THE POINT OF BEGINNING.

AREA = 13.84 ACRES

BOUNDARY DESCRIPTION PARCEL 2

COMMENCING S 00°41'01" E ALONG THE SECTION LINE 1259.29 FEET AND WEST 905.56 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS

BEARING	DISTANCE	REMARKS
S 25°38'40" E	231.06'	
ARC LENGTH	282.46'	CHD BEARS S 00°35'51" W 274.07' R = 332.99'
N 04°48'01" E	36.74'	
N 14°25'33" W	336.37'	
N 10°48'58" W	59.35'	
N 04°53'35" W	61.91'	TO THE POINT OF BEGINNING.

AREA = 0.45 ACRES

BASIS OF BEARING = N 00°41'01" W ALONG THE SECTION LINE
 Aug 7, 2001
 DATE
 SURVEYOR (See Seal Below)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 9 DAY OF August, A.D. 2001.

David Lead David Lead
Baris C. Bankhead Baris C. Bankhead

ACCEPTANCE OF LEGISLATIVE BODY

A.D. 2001
 THE CITY OF MAPLETON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS DAY OF Aug 2001

David Lead David Lead
Baris C. Bankhead Baris C. Bankhead
 MAYOR APPROVED SURVEYOR ATTEST
 CITY ENGINEER (See Seal Below) CITY RECORDER (See Seal Below)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____
 CITY-COUNTY HEALTH DEPARTMENT

FIRE MARSHALL

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____
 FIRE MARSHALL

PLAT "E" AMENDED
 EAGLEROCK
 INCLUDING AN AMENDMENT OF PLAT "E" EAGLEROCK SUBDIVISION

UTAH COUNTY, UTAH
 SCALE: 1" = 80 FEET

REGISTRATION NO. 147089
 STATE OF UTAH
 NOTARY PUBLIC SEAL
 CITY-COUNTY ENGINEER SEAL
 CLERK-RECORDER SEAL

93410-106

PREPARED BY

 DUDLEY AND ASSOCIATES INC.

OCCUPANCY RESTRICTION NOTICE

ORDINANCE NO. _____ OF _____ UTAH COUNTY, UTAH, RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN THIS SUBDIVISION. ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY _____

ACKNOWLEDGEMENT (PERSONAL)

STATE OF UTAH S.S.
 COUNTY OF UTAH
 ON THE 7 DAY OF Aug A.D. 2001 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.
 MY COMMISSION EXPIRES: 3-1-2004
 NOTARY PUBLIC (SEE SEAL)

ACKNOWLEDGEMENT (CORPORATE)

STATE OF UTAH S.S.
 COUNTY OF UTAH
 ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.
 MY COMMISSION EXPIRES _____
 NOTARY PUBLIC RESIDING AT _____

CORPORATE SEAL
 DIRECTOR SECRETARY CHAIRMAN, PLANNING COMMISSION

SEC 14 T8S 23E T4 106

Attachment "2"
Conservation Easement

**DEED OF CONSERVATION EASEMENT - TRAIL
EAGLE ROCK PLAT "E" AMENDED
MAPLETON CITY, UTAH COUNTY, UTAH**

This Deed is made this 30th day of October, 2001, by and between **Lewis C. Bankhead and Thomas L. Bankhead, Grantor(s), and Mapleton City, Grantee.**

WHEREAS, said Grantors are the owners in fee of certain real property, hereinafter described, situated in Utah County, state of Utah, which Mapleton City has determined to be of importance to the preservation of the open space in Mapleton City.

NOW THEREFORE, and in consideration of good and valuable consideration, the Grantors do hereby grant and convey, pursuant to Section 57-18-1 et. Seq., in perpetuity, unto Mapleton City its assigns and successor in interest a conservation easement in said real property of the Grantors consisting of Lots 5A, 9A, 10A, 11, 12 & 13 of the Eagle Rock Plat E Amended Subdivision. The "trail easement" referred to below consists of the western most 30' of Lots 12 and 13. The nature and character of said easements, to be and to constitute a servitude upon said real property of the Grantors, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantors, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns, with Mapleton City and its assigns to do and refrain from doing, severally and collectively, upon the Grantors' said property, the various acts hereinafter mentioned.

The restrictions hereby imposed upon the use of said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless otherwise expressly provided hereunder.
2. No power transmission lines may be erected, nor any interest in the easement property shall be granted for this purpose. The Grantors reserve the right to maintain and repair existing telephone, electric, water wells, or other utility lines or mains needed to provide for the needs of the Grantors, their successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantors and Grantee. Upon completing, the area shall be restored to its previous state or as near as practical.
3. No trees, ground cover, or other vegetation shall be removed.
4. The lands shall at all times be kept free of garbage, trash, and machinery. No other unsightly material shall be allowed to accumulate or be stored thereon, except Grantors shall have no duty to remove garage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.

5. Each and every activity or construction which endangers the natural or scenic state of the easement property is forbidden.

6. Mapleton City reserves the right to periodically inspect said property for violations of the easement conditions, and if upon sixty (60) days advance written notice the Grantors have not corrected said violations, Mapleton City may remove or eliminate, at the expense of the landowner, any violation by Grantors of the easement. A Mapleton City authorized representative may enter upon said lands for the purpose of inspection.

7. Mapleton City reserves the right to post or clearly mark the boundaries of said easement.

8. That portion of this conservation easement consisting of the "trail easement" shall always be open to use by the general public.

The conservation easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantors which are expressly reserved hereunder.

9. Except as expressly limited herein, the Grantors reserve for themselves, their heirs successors and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement. Any and all easements granted hereunder shall be subject to the existing Bureau of Reclamation easement.

The lands of the Grantors, herein above referred to and to which the provisions of this instrument apply, are situated in the City of Mapleton, County of Utah, the State of Utah, and are more particularly described as follows:

See Attached Schedule "A".

TO HAVE AND TO HOLD unto Mapleton City and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantors, their heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described land.

IN WITNESS WHEREOF, the Grantors have hereunto set hand on the day and year first above written,

Signed and acknowledged in the presence of GRANTOR(S):

[Handwritten Signature]
 By LEWIS C. BANKHEAD

[Handwritten Signature]
 By THOMAS L. BANKHEAD

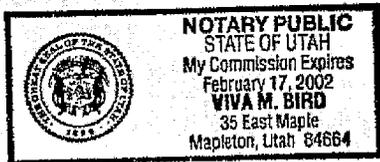
STATE OF UTAH Utah)
 : ss
 COUNTY OF UTAH Utah)

Before me, a notary public in and for said county and state, personally appeared the above-named grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Mapleton, Utah, this 30 day of ~~August~~, 2001.
October

[Handwritten Signature]
 Dianne B. Wittusen, NOTARY PUBLIC
 My Commission Expires on: 4/01/02

2-17-02



Attachment "3"
Applicant's Information

Sean Conroy

From: Jody Rookstool <jrookstool@rookstool.com>
Sent: Thursday, May 08, 2014 2:09 PM
To: Sean Conroy
Subject: Property Line / Barn Discussion for Rookstool
Attachments: Site Plan Study - Barn 05-07-14 (1).pdf

Sean,

We spoke briefly yesterday and you asked me to send an email outlining what we would like to do and propose some options to allow us to put a private-use barn with a small indoor arena on our property. I purchased Lot 9 and 9A at 1205 S South Pond Circle. We are building our home on Lot 9 and 9A is currently required to be left as open space.

I am in the process of purchasing 1265 S 1000 East which sits on 2.5 acres and is directly to the West of Lot 9A. We will move into the home during the construction of our home. Our primary motivation is that the back 1.25 acres currently has nothing but weeds growing and we want to turn this into pasture for our horses. We would use all of 9A other than the area outlined for the barn and the back 1.25 acres of the 1265 S 1000 East property.

In total this will give us approximately 2.4 acres of pasture minus the area where we would put the barn. We would prefer to have the barn closer to our home for many of the obvious reason. I have attached the plot map with our home drawing and proposed a location of the barn. Again, this would be a private-use only barn for our own personal horses and the goal is to have over 2 acres of open pasture area for the horses which would actually increase the amount of open space to meet the requirements outlined for 9A.

Here are the options that I would like to propose:

Option 1: Grant Agriculture Building rights to Lot 9A that we purchased. This would allow us to put the barn in the most convenient location and still maintain over 2 acres of open pasture area between the 2 lots.

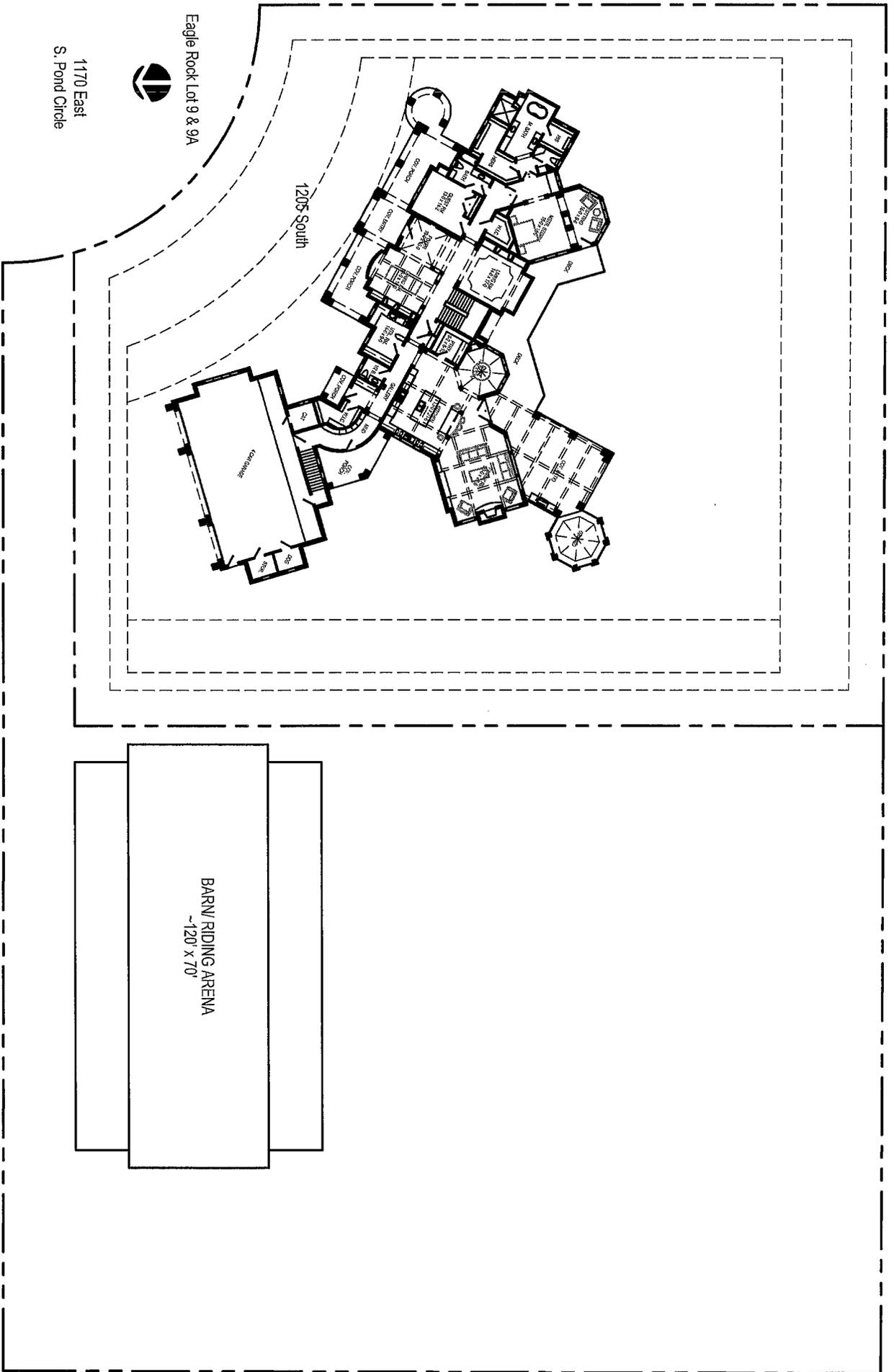
Option 2: Re-draw the property lines for 9 and 9A allowing the barn to be located where it currently sits on the drawing and use the open space behind our home to ensure the requirement of 1.15 acres being left open is still met.

Option 3: Move the current restrictions on 9A to the back 1.15 acres of 1265 S 1000 East Property we are purchasing.

Our goal is to have a beautiful pasture and barn area we can enjoy for years to come with our family. I hope you will consider this request and allow us to move forward with putting a very nice, well-designed barn that will be an asset to the neighborhood. We are having the barn professionally designed to ensure it matches the quality and look of our home we are building.

Thank you for your time and consideration.

Regards,



Eagle Rock Lot 9 & 9A



1170 East
S. Pond Circle

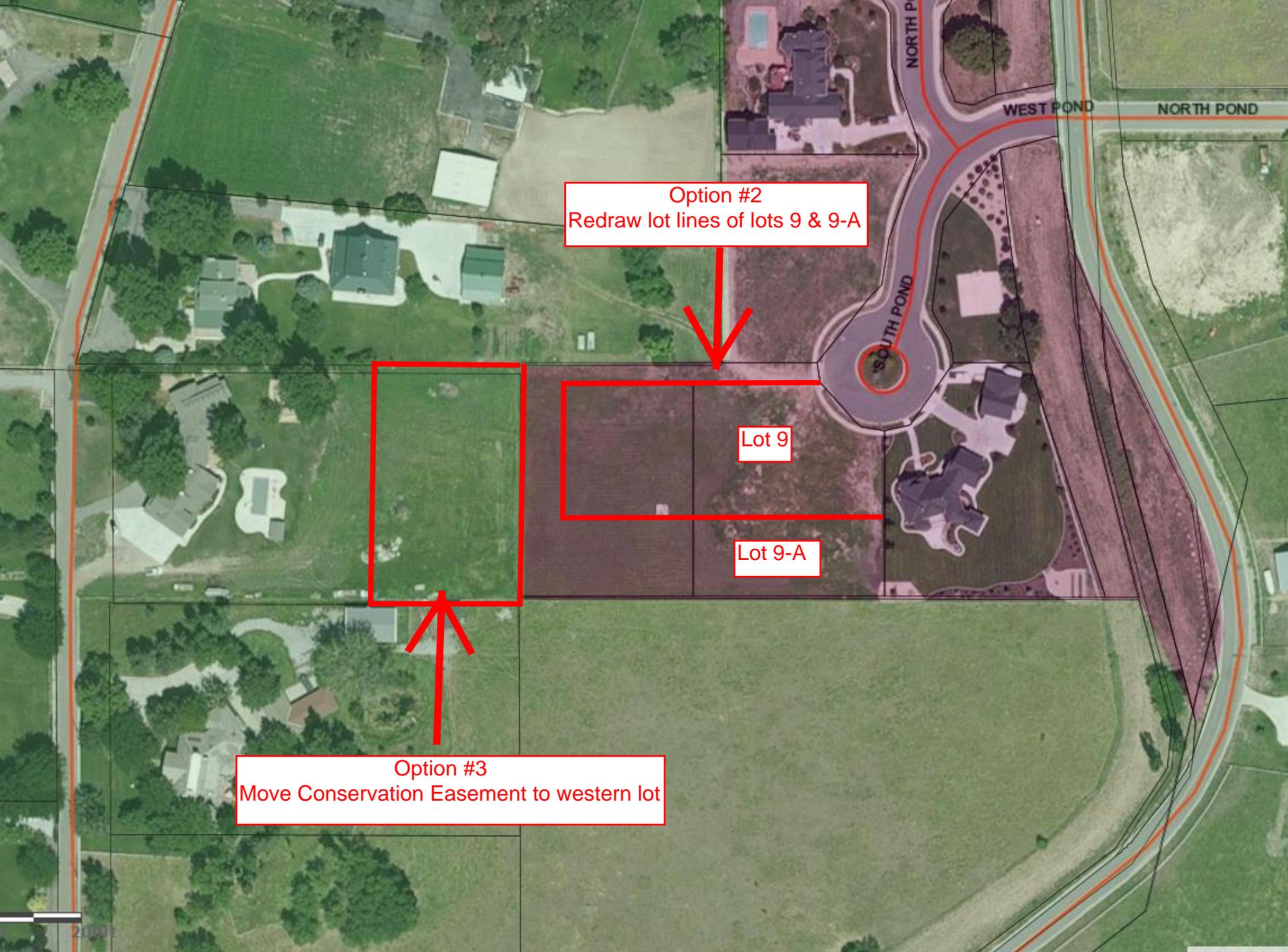
1205 South

BARN/ RIDING ARENA
~120' x 70'

Attachment #4
Various options

Option #1
Allow barn on open space lot





Option #2
Redraw lot lines of lots 9 & 9-A

Lot 9

Lot 9-A

Option #3
Move Conservation Easement to western lot



Option #5
Build barn on adjacent lot

Option #4
Build barn on lot 9 with new home