

RESOLUTION NO. R- 12-2021

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A MASTER DEVELOPMENT AGREEMENT
FOR SCARLET RIDGE ESTATES**

PREAMBLE

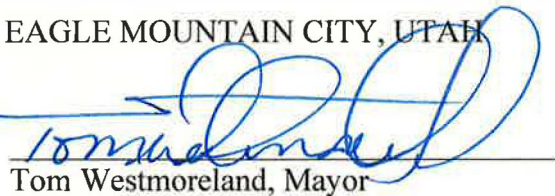
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Master Development Agreement for Scarlet Ridge Estates, as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

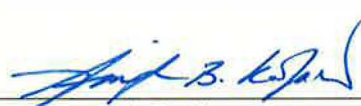
1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Master Development Agreement for Scarlet Ridge Estates, as set forth in Exhibit A.
2. The Master Development Agreement for Scarlet Ridge Estates is hereby approved, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of June, 2021.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 1st day of June, 2021.

Those voting aye:	Those voting nay:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love



Fionnuala B. Kofoed, MMC
City Recorder

Posted on 06.02.2021 by CP.

Exhibit A

WHEN RECORDED, RETURN TO:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

**MASTER DEVELOPMENT AGREEMENT
FOR
SCARLET RIDGE ESTATES**

THIS MASTER DEVELOPMENT AGREEMENT (this “MDA”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and **Scarlet Ridge Partners, LLC**, a Utah limited liability company (“**Developer**”).

RECITALS

- A. Developer owns and is developing the Property as a residential subdivision.
- B. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the Site Plan.
- C. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.
- D. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2021) *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eagle Mountain and Developer hereby agree to the following:

1. Definitions. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the Site Plan / Preliminary Plat.

1.4. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

1.5. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.6. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.

1.7. **Council** means the elected City Council of Eagle Mountain.

1.8. **Default** means a breach of this MDA as specified herein.

1.9. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.10. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.

1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.12. **Developer** means Scarlet Ridge Partners, LLC, and its successors in interest or assignees as permitted by this MDA.

1.13. **Maximum Residential Units** means the development on the Property of One Hundred and Seventy-Six (176) Single Family Residential Dwelling Units.

1.14. **MDA** means this Master Development Agreement including all of its Exhibits.

1.15. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.16. **Notice of Decision** means the Rezone and General Plan Amendment Notice of Decision and the Preliminary Plat Notice of Decision for the Scarlet Ridge Estates, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit C.

1.17. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.

1.18. **Project** means the Scarlet Ridge Estates project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.19. **Property** means the approximately 161 acres of real property owned by and to be developed by Developer more fully described in **Exhibit A**.

1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.21. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.22. **Site Plan / Preliminary Plat** means the Scarlet Ridge Estates Site Plan / Preliminary Plat for the Project approved by the Eagle Mountain Council, a copy of which is attached hereto as **Exhibit B**. In accordance with the Section 16.20.060 of the Vested Laws, the Site Plan / Preliminary Plat shall expire if (1) a final plat application has not been approved by the city council within two years from the date of approval of the Site Plan / Preliminary Plat by the city council, or (2) a final plat is not approved for any phase of the preliminary plat within two years of the most recent final plat approval.

2. Development of the Project.

2.1. Compliance with the Site Plan / Preliminary Plat and this MDA.

Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), the Site Plan / Preliminary Plat, the Notice of Decision, and this MDA.

2.2. **Development Requirements.** Eagle Mountain has approved the Site Plan for the Project which shall serve as the preliminary plat. Developer shall construct the Project in accordance with the Site Plan / Preliminary Plat, the Notice of Decision, and any conditions and restrictions imposed by the City Council on the Project as part of the approval process or conditions or restrictions the Developer agreed to as part of the approval process.

2.3. **Detention Basins.** Prior to construction of the detention basins for the Project, Developer shall obtain approval of plans that meet the requirements of Section 15.50.060 of the Vested Laws. As part of the approval, City may require Developer to install drain tiles or other drainage improvements, weed barrier, landscape rock, biograss, or other forms of water-wise landscaping and irrigation system within the detention basins to minimize maintenance.

2.4. Exterior Road Dedications and Improvements. Developer shall dedicate to the

City the portions of Tiffany Lane (38.5 feet wide), the exterior road running along the East side of the Project (the “**East Road**”)(26.5 feet wide), and the exterior road running along the South side of the Project (the “**South Road**”)(26.5 feet wide) together with any final plat that is adjacent to those road sections. Development phasing shall proceed through the lots sequentially as numerically identified in the site plan / preliminary plat, beginning with the 100 lots, then proceeding to the 200 lots, 300 lots, and so on, and shall not exclude lots to avoid road improvements or leave large sections of road improvements to later phases. Developer shall construct the portions of the road right-of-way for Tiffany Lane, together with any additional asphalt necessary to provide access to the Project. Improvements and improvement completion assurance are not required for the East Road and South Road, unless the Fire Marshal requires improvement in order to develop any portion of the project. Developer shall improve off-site roads to the project as required by the Fire Marshal, in accordance with the International Fire Code.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, Eagle Mountain’s Vested Laws, and the Site Plan / Preliminary Plat except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of Eagle Mountain’s Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1 **Master Developer Agreement.** Eagle Mountain’s Future Laws or other regulations to which the Developer agrees in writing;

3.2.2. **State and Federal Compliance.** Eagle Mountain’s Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. **Codes.** Any of Eagle Mountain’s Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and

entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*;

3.2.7. Planning and Zoning Modifications. Changes by Eagle Mountain to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Eagle Mountain, and do not unreasonably increase the costs of Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

4. **Term of Agreement.** In accordance with Section 16.10.080 of the Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of Eagle Mountain's Future Laws. If Eagle Mountain denies a Development Application, Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or Eagle Mountain's Vested Laws (or, if applicable, Eagle Mountain's Future Laws).

6. **Public Infrastructure.**

6.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to Eagle Mountain's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

6.2 **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by Eagle Mountain's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security may be made as work progresses based on Eagle Mountain's Vested Laws.

7. **Upsizing/Reimbursements to Developer.** Eagle Mountain shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

8. **Default.**

8.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

8.2.3 **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

8.4 **Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

8.5 **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

9. **Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. **Eagle Mountain's Remedies Upon Default.** Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

11. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Robert Jones
9393 N Harmony Way
Eagle Mountain, UT 84005

To Eagle Mountain:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further,

except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

14.1 **Sale of Lots.** Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

14.2 **Notice.** Developer shall give Notice to Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain with all necessary contact information for the proposed assignee.

14.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

14.4. **Assignees and Successors in Interest Bound by MDA.** Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.
19. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.
20. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.
21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
22. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.
23. **Recordation and Running with the Land.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. An electronic copy of Eagle Mountain's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.
24. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DATED this 3 day of June, 2021.

SCARLET RIDGE PARTNERS, LLC

By: 

Print Name: Robert C Jones

Title: G/3/21

DEVELOPER ACKNOWLEDGMENT

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

On the 3 day of June, 2021, personally appeared before me Robert Jones owner, who being by me duly sworn, did say that (s)he is the owner of **Scarlet Ridge Partners, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC



DATED this 1 day of June, 2021.

EAGLE MOUNTAIN CITY

[Signature]
Tom Westmoreland, Mayor

ATTEST:

[Signature]
Fionnuala Kofoed, City Recorder



Approved as to form:

[Signature]
City Attorney

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Site Plan / Preliminary Plat
Exhibit "C"	Notices of Decision

Exhibit "A"
Legal Description of Property

LEGAL DESCRIPTION

Beginning at the East Quarter Corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South $0^{\circ}11'52''$ East along section line 2674.69 feet to the Southeast Corner of said Section 19; thence North $89^{\circ}47'09''$ West along section line 1325.48 feet; thence North $0^{\circ}00'36''$ West along sixteenth section line 2671.99 feet; thence North $0^{\circ}10'27''$ East along sixteenth section line 2665.86 feet; thence South $89^{\circ}56'03''$ East along section line 1316.50 feet to the Northeast Corner of said Section 19; thence South $0^{\circ}10'12''$ West along section line 2666.62 feet to the point of beginning.

Area = 161.66 Acres

Exhibit "B"
Site Plan / Preliminary Plat

MONTE VISTA RANCH LC
59-020-0008

USA
59-020-0003

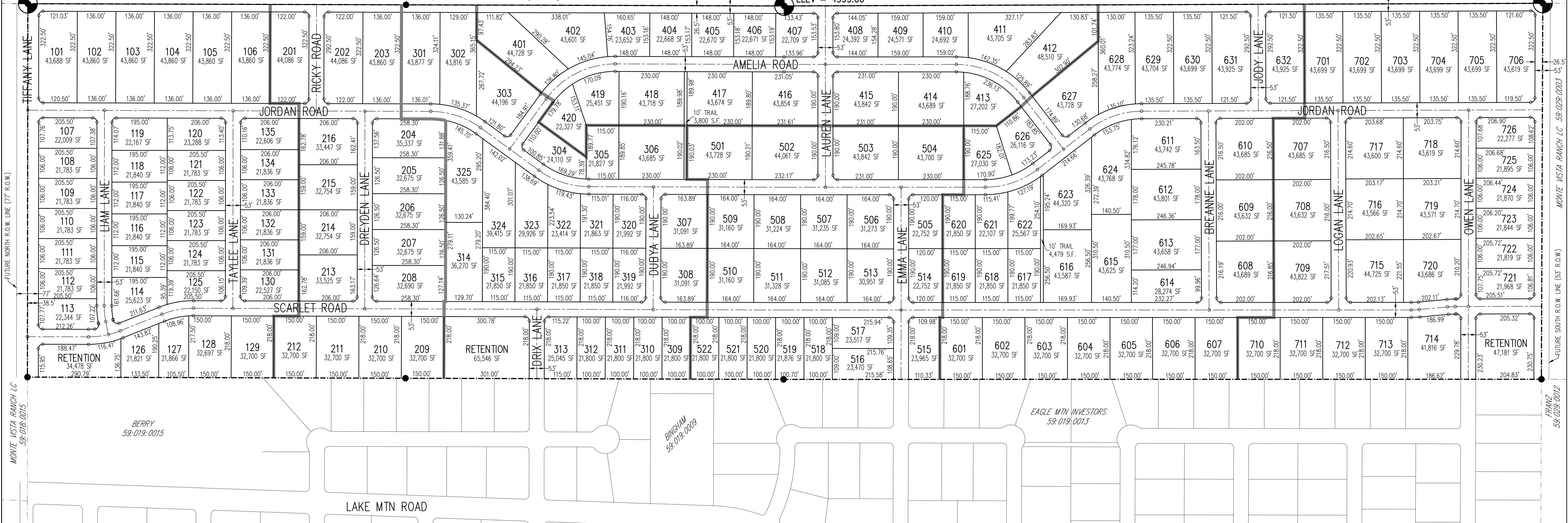
MONTE VISTA RANCH LC
59-020-0001

NE COR SEC 19
T6S, R1W, SLB&M

N 0°10'12" E 2666.62' (SECTION LINE) BASIS OF BEARING (NAD83)

E 1/4 SEC 19
T6S, R1W, SLB&M
ELEV = 4999.66

SE COR SEC 19
T6S, R1W, SLB&M



CONNECTIVITY NOTES

- 1. THERE ARE 42 LINKS AND 23 NODES WITHIN THIS SUBDIVISION. THIS PROVIDED A RATION OF 1.8 WHICH IS GREATER THAN THE TIER 1 REQUIRED RATION OF 1.5
2. MAXIMUM BLOCK LENGTH ALLOWED IS 1000 FEET OR 1200 FEET WITH A MIDBLOCK PEDESTRIAN PATH. TWO BLOCKS HAVE A LENGTH OF GREATER THAN 1000' (BUT LESS THAN 1200'). MIDBLOCK PEDESTRIAN PATHS HAVE BEEN PROVIDED ALONG THOSE BLOCKS.

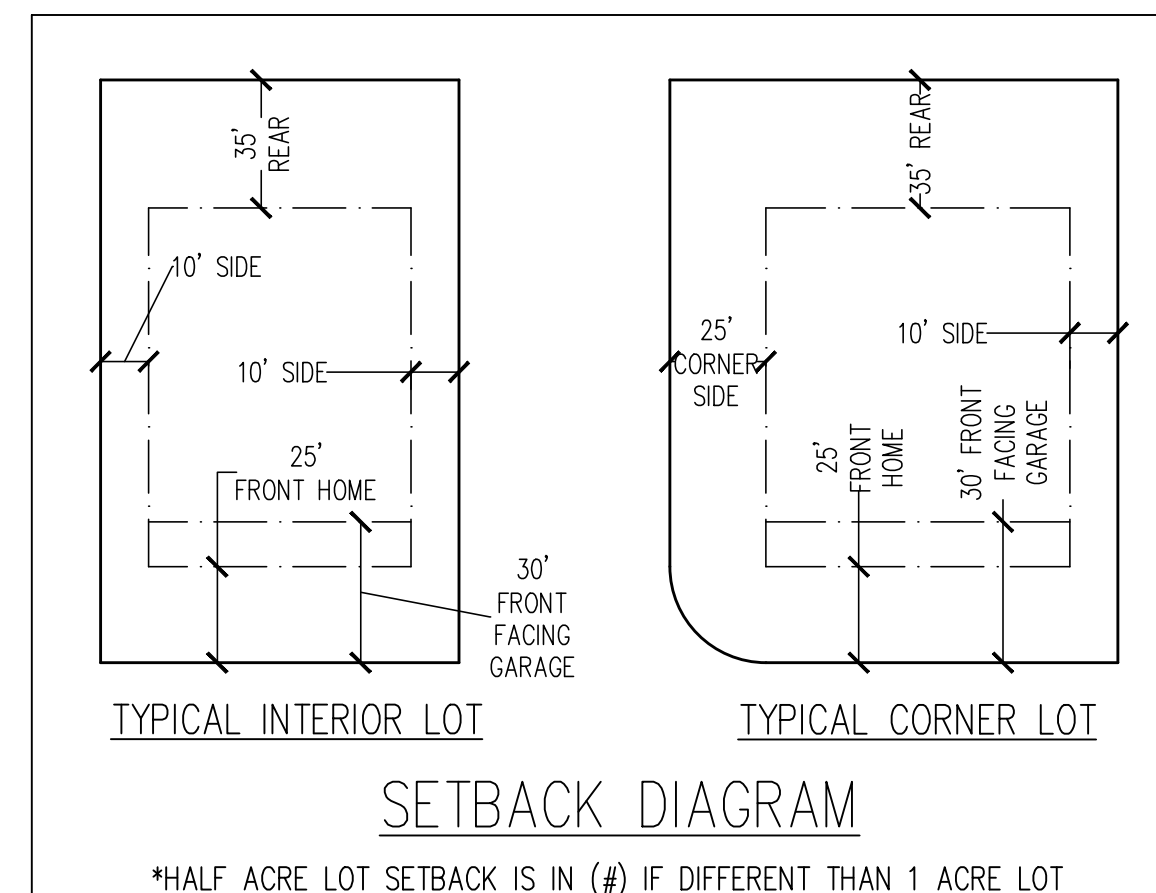
GENERAL NOTES

- 1. SEE SHEETS 4 & 5 FOR EXISTING CONTOURS.
2. THERE ARE A FEW VERY SMALL AREAS IN THIS SUBDIVISION WITH A NATURAL GRADE THAT EXCEEDS 15% IN RELATION TO THE PROPOSED LOT LAYOUT. A SLOPE ANALYSIS PLAN HAS BEEN PROVIDED FOR THIS SITE.
3. BUILDING SETBACKS ARE SHOWN IN THE SETBACK DIAGRAM.
4. ALL ROADS WILL BE PUBLIC AND MEET CITY STANDARDS.
5. A FIRE FLOW ANALYSIS IS REQUIRED AFTER INSTALLATION OF FIRE HYDRANTS AND PRIOR TO BUILDING PERMITS.
6. ALL OUTDOOR LIGHTING MUST BE FULL CUT-OFF, DARK SKY COMPLIANT IN ACCORDANCE WITH CITY CODE.
7. HOMES CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH CITY CODE ARCHITECTURAL DESIGN REVIEW.
8. CITY WILL OWN AND MAINTAIN THE PROPOSED OPEN SPACE AREAS SHOWN ON THIS PRELIMINARY PLAT.
9. TURNAROUNDS WILL BE PROVIDED AT PHASING LINES WITH A 60-FOOT RADIUS PAVED TURN AROUND OR AN APPROVED PAVED HAMMERHEAD FIRE TURN AROUND PER EAGLE MOUNTAIN STANDARDS.
10. PROPOSED ZONE = RD2.
11. THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
12. PUBLIC UTILITY EASEMENTS ARE 10' FRONT, AND 10' REAR AND SIDES ON EACH LOT.

PROPOSED ZONE: RD2

PRELIM PLAN LAND CALCULATIONS

Table with 2 columns: Category and Value. Includes: TOTAL ACREAGE: 161.66 ACRES, BUILDABLE ACREAGE: 161.66 ACRES, TOTAL ACREAGE IN LOTS: 129.15 ACRES, TOTAL ROADWAY AREA: 28.91 ACRES, TOTAL OPEN SPACE (INCLUDES PONDS/TRAILS): 3.57 ACRES, etc.

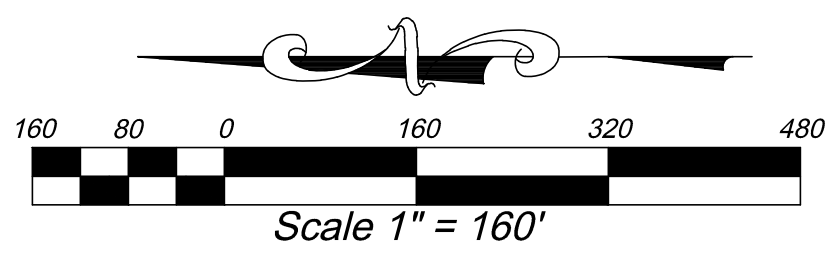


LEGAL DESCRIPTION

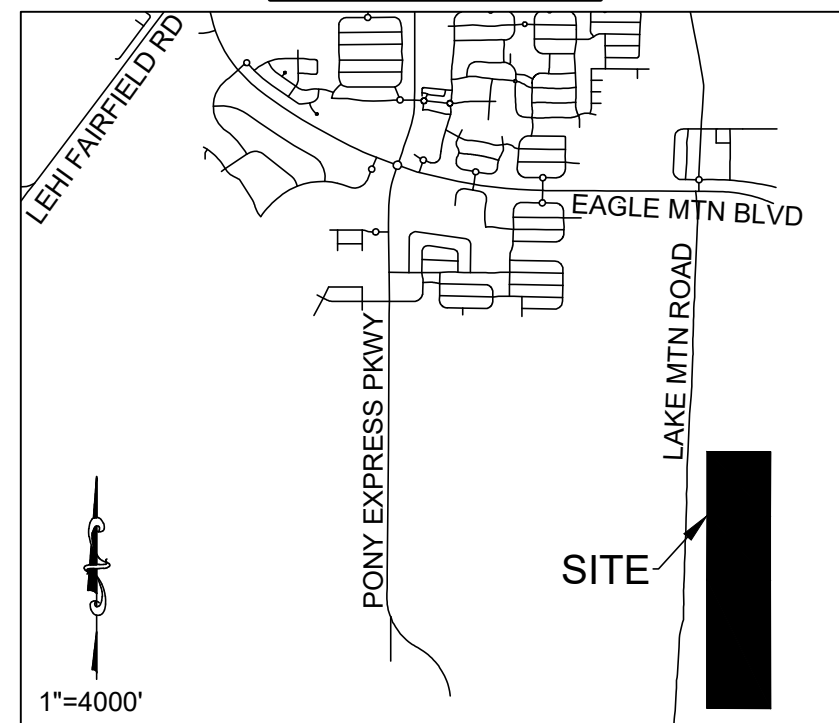
Beginning at the East Quarter Corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°11'52" East along section line 2674.69 feet to the Southeast Corner of said Section 19; thence North 89°47'09" West along section line 1325.48 feet; thence North 0°00'36" West along sixteenth section line 2671.99 feet; thence North 0°10'27" East along sixteenth section line 2665.86 feet; thence South 89°56'03" East along section line 1316.50 feet to the Northeast Corner of said Section 19; thence South 0°10'12" West along section line 2666.62 feet to the point of beginning. Area = 161.66 Acres

SHEET INDEX

- 1. PRELIMINARY PLAT
2. UTILITY PLAN (NORTH)
3. UTILITY PLAN (SOUTH)
4. GRADING, DRAINAGE & EROSION PLAN (NORTH)
5. GRADING, DRAINAGE & EROSION PLAN (SOUTH)



VICINITY MAP



SURVEYOR:

AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM

BENCH MARK

EAST QUARTER CORNER, SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN ELEVATION = 4999.66'

REVISIONS

Table with columns: Rev, Date, Description. Includes: 1 12/29/20 REVISED PER CITY COMMENTS, 2 01/22/21 REVISED PER CITY COMMENTS, etc.

Developer: BK BUILDERS

Ryan Kent
111 Par Street, Saratoga Springs, UT 84045
Phone: (801) 404-6099

EXCE ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

SCARLET RIDGE ESTATES

EAGLE MOUNTAIN

UTAH

Drawn by: G.J.Y.
Designed by: G.J.Y.
Checked by: D.W.P.

PRELIMINARY PLAT

LOCATED IN THE NE & SE CORNER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SLB&M

Scale: 1"=160'
Date: 10/30/20
1 OF 5

Exhibit "C"
Notices of Decision



REZONE & GENERAL PLAN AMENDMENT NOTICE OF DECISION Scarlet Ridge Estates

On March 3, 2021, the Eagle Mountain City Council approved the Scarlet Ridge Estates rezone and general plan amendment applications for parcels 59:019:0004 and 59:019:005 (about 160 acres – see attachment) with the following conditions:

1. That the amendment revise the Future Transportation Plan Map for the road running along the north edge of the subject property between the future Airport Road and the future collector road to the east of the subject property from a "major arterial" to a "collector";
2. All lots 1 acre and larger will be RD1, all lots less than 1 acre will be RD2 with the Equine Overlay Zone;
3. The approval is based on the preliminary plat dated February 24, 2021; and
4. The approval is contingent upon the approval of the project's master development agreement.

The City may require specific performance of Developer's obligations and City may withhold issuance of any further approvals or permits with the Project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

EAGLE MOUNTAIN CITY

By: 
Steve Munford, AICP
Community Development Director

Date: 4/12/21

ATTACHMENTS

Exhibit A : Scarlet Ridge Estates Preliminary Plat (February 24, 2021)



PRELIMINARY PLAT NOTICE OF DECISION Scarlet Ridge Estates

On March 3, 2021, the Eagle Mountain City Council conditionally approved the Scarlet Ridge Estates preliminary plat application. The project contains one hundred and seventy-six (176) residential lots on approximately 160 acres, located east of the future Airport Road and south of the future Tiffany Lane on parcels 59:019:0004 and 59:019:005.

This approval is based on compliance with the following conditions. These conditions are binding on the property owner and any subsequent purchaser of the property.

CONDITIONS OF APPROVAL

1. A fee-in-lieu payment, per EMMC 16.35.105(A)(11), shall be paid with recordation of the final plat;
2. Streetlighting is required to comply with EMMC 15.10.390;
3. Privacy fencing must be installed for residential lots with a rear and/or side lot adjacent to a collector road in compliance with EMMC 16.35.090, specifically the roads along the north, east, and south edge of the project;
4. The approval is contingent upon the approval of the project's master development agreement; and
5. The approval is based on the preliminary plat dated February 24, 2021.

NEXT STEPS

Developer may now proceed with the following steps:

1. Verify that all applicable conditions of approval have been completed.
2. Submit a complete final plat application to the Planning Department for the development for review by the City Development Review Committee (DRC).
3. Record the final plat with the City Recorder and payment of the fee-in-lieu. The payment is broken down by phase on the next page.

Based on 118 lots in the RD2 zone, the fee-in-lieu is:

$$118 \text{ lots} \times 500 \text{ sf/lot} \times \$3.75 = \$221,250 + \text{appraised value of land to be acquired for open space}$$

The City may require specific performance of Developer's obligations and City may withhold issuance of any building permits or further approvals with the Project until Developer has fully complied with these conditions of approval.

In no event shall City be liable to developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

This preliminary plat will expire two (2) years after approval on March 2, 2023 if a final plat has not been approved (or under review) by the City Development Review Committee (DRC). An extension of time must be requested in writing and received by the Planning Department prior to the expiration date if an extension is legitimately needed. **The City does not send reminder notices or other notification of the pending expiration date. The action to request an extension is the responsibility of the proponent.**

EAGLE MOUNTAIN CITY

By: Steve Mumford
Steve Mumford, AICP
Community Development Director

Date: 4/12/21

FEE-IN-LIEU BY PHASE

PHASE	# OF APPLICABLE LOTS	BASE FIL	APPRAISED LAND VALUE
1	29	\$54,375.00	+ Appraised value of land for open space purchase / divide (if applicable)
2	13	\$24,375.00	
3	20	\$37,500.00	
4	11	\$20,625.00	
5	18	\$33,750.00	
6	16	\$30,000.00	
7	11	\$20,625.00	
	118	\$221,250.00	

ATTACHMENTS

Exhibit A: Scarlet Ridge Estates Preliminary Plat (February 24, 2021)