

City Council Staff Report

February 17, 2016

Applicant: Harmony Ridge, LLC

Location: Approx. 5000 S Hwy 89

Prepared by: Sean Conroy, Community Development Director

Public Hearing: N

Zone: PD-3

Attachments:

1. Proposed Amendments.

REQUEST

Consideration of an amendment to the Harmony Ridge Annexation and Development Agreement modifying the location of a parcel designated to secure payment of certain water and sewer fees.

BACKGROUND AND PROJECT DESCRIPTION

On August 9, 2011 the City approved a Boundary Adjustment and Development Agreement for the Harmony Ridge development project located at the south end of the City. The development agreement authorized up to 850 residential units and also included some commercial and light industrial uses. In 2011, the City also approved the Crowd Canyon Water Storage Tank Impact Fee Prepayment Agreement.

These agreements require the applicant to pay for a portion of the Crowd Canyon Water Tank, and to pay approximately \$3,200 with each building permit that will be used to purchase additional capacity at the sewer treatment plant. In order to ensure payment of these two amounts, the development agreement requires the applicant to grant a security interest to the City for a parcel within the project site (see attachment “1”). However, the development agreement also gives the applicant the flexibility to adjust the size and location of the secured parcel if it is deemed acceptable to the City.

The applicant is now proposing the following:

- The Crowd Canyon Water obligation will be paid off in a lump sum (approx. \$940,000); and
- The size of the secured parcel would be modified to remove any security interest from the bench estate lots.

EVALUATION

Water Obligation Early Payment: The applicant’s remaining balance on the water tank obligation is approximately \$940,000. The applicant is required to make semiannual payments until the bond is paid off in 2027. Staff is supportive of the applicant paying off this obligation in a lump sum.

Secured Parcel: With the water obligation being paid off, the remaining sewer obligation is approximately \$2,800,000. When the applicant began discussions with staff about the desire to relocate the secured parcel, we asked that an appraisal be provided to ensure that the proposed parcel

would have sufficient value to cover the sewer obligation. The appraisal determined that the property would be valued at about \$64,000 an acre, if the main entrance road from Highway 89 was installed. The proposed parcel is 54.76 acre in size for a total value of approximately \$3,500,000. Because the appraisal assumed the construction of the main entrance road, the applicant has agreed to construct this road with the first phase of the project. Staff is supportive of this approach.

STAFF RECCOMENDATION

Adopt the attached amendments.

**THIRD AMENDMENT TO THE
BOUNDARY ADJUSTMENT AND DEVELOPMENT AGREEMENT
HARMONY RIDGE DEVELOPMENT PROJECT**

THIS THIRD AMENDMENT TO THE BOUNDARY ADJUSTMENT AND DEVELOPMENT AGREEMENT (“3RD Amendment”), is made and entered into as of this ___ day of _____, 2016, by and between Harmony Ridge LLC, a Utah limited liability company (“Harmony Ridge”) and Mapleton City, a Utah municipal corporation (the “City”).

The Agreement is effective as of the date on which Harmony Ridge assumes the vested rights of **The Ensign-Bickford Company**, a Connecticut corporation (“EBCo”) to that **Boundary Adjustment and Development Agreement Harmony Ridge Development Project** (the “**Development Agreement**”) between EBCo and the City entered into on June 7, 2011 for the approximately 460-acre site known as the Harmony Ridge Development (the “**Property**”).

RECITALS

WHEREAS, 5.2.5 (1) (A) (i) (b) of the Development Agreement obligates EBCo to pay the **Remaining Sewer Treatment Price (“Sewer Payment”)** of \$2,800,000 and Harmony Ridge will be EBCO’s successor-in-interest in the Development Agreement; and

WHEREAS, 5.2.5 (1) (A) (i) (c) of the Development Agreement permits EBCo or its successors-in-interest to substitute collateral in place of the that certain parcel of land identified and described in **Exhibit L** to the Development Agreement (the “**Secured Parcel**”) (**Exhibit 1**) in the form of other property owned by EBCo or its successor-in-interest within the City that is deemed acceptable to the City; and

WHEREAS, Harmony Ridge wishes to substitute certain land designated in the Development Agreement as (1) a Flex Development Area, (2) a Commercial/Retail/Mixed Development Area, and (3) a Commercial/Light Industrial Development Area for that portion of the Secured Parcel comprised of certain land designated as a Residential Detached Development Area; and to create a **Revised Secured Parcel** acceptable to the City; and

WHEREAS, **The Crowd Canyon Water Storage Tank Impact Fee Prepayment Agreement (“Crowd Canyon Agreement”)** between the City and EBCo entered into on June 7, 2011 obligates EBCo to pay and be responsible for the **EBCo Impact Fee Prepayment Obligation** with a current outstanding balance of \$937,886.72; and

WHEREAS, the Crowd Canyon Agreement EBCo grants to the City as collateral a security interest in and to that certain parcel of land identified and

described in **Exhibit D (“EBCo Secured Parcel”)** of the Crowd Canyon Agreement (“**EXHIBIT 2**”) and

WHEREAS, 2 (C) of the Crowd Canyon Agreement permits pre-payment of the Impact Fee Prepayment Obligation with the termination of all obligations under the Crowd Canyon Agreement.

AGREEMENT

IN CONSIDERATION of the mutual covenants and promises of the Parties and subject to the following terms and conditions, the City agrees to substitute a Revised Secured Parcel for the Secured Parcel identified and described in EXHIBIT L to the Development Agreement and to release Harmony Ridge from all obligations under the Crowd Canyon Agreement.

1. **REVISED SECURED PARCEL.** The Revised Secured Parcel shall be that certain land identified and described in **EXHIBIT 3** hereto and incorporated by reference herein. The land identified and described in the Revised Secured Parcel will fully substitute for that certain land indentified and described in Exhibit L of the Development Agreement.
2. **CROWD CANYON AGREEMENT.** Harmony Ridge will pay all outstanding amounts due under the EBCo Impact Fee Obligation and the City will terminate all Harmony Ridge obligations under the Crowd Canyon Agreement including all security interests in the EBCo Secured Parcel described in Exhibit D.
3. **PHASE I SITE DEVELOPMENT.** The entrance to the Harmony Ridge Development from Highway 89 and that portion of the Main Road extending from Highway 89 past the Commercial/Retail/Mixed Development, Flex Development, and Commercial/Light Industrial Areas as shown on **Exhibit 4** will be completed during Phase I of the Harmony Ridge Development.
4. **POSSIBLE ADJUSTMENT TO FUTURE PHASES.** After Harmony Ridge and any related entities acquire title to the Property from EBCo, the City may require an appraisal of the Revised Secured Parcel. If at the completion of Phase I of the Development, the appraised value of the Revised Secured Parcel does not equal or exceed the outstanding balance of the Sewer Payment, additional measures to increase the City’s security may be required prior to plat approvals for future phases.

IN WITNESS WHEREOF, the Parties have executed this 3rd Amendment as of the day and year first above written.

Harmony Ridge LLC

By: _____

Its: _____

Mapleton City

By: _____

Its: _____

ATTEST

City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS.
County of Utah)

On the ____ day of _____, 2014, personally appeared before me _____ and _____, known to me, or proved to me on the basis of satisfactory evidence, to be the Mayor and City Recorder, respectively, of Mapleton City, who duly acknowledged that the within and foregoing instrument was signed on behalf of said City by authority of a duly adopted resolution of its City Council, and that said City executed the same.

NOTARY PUBLIC

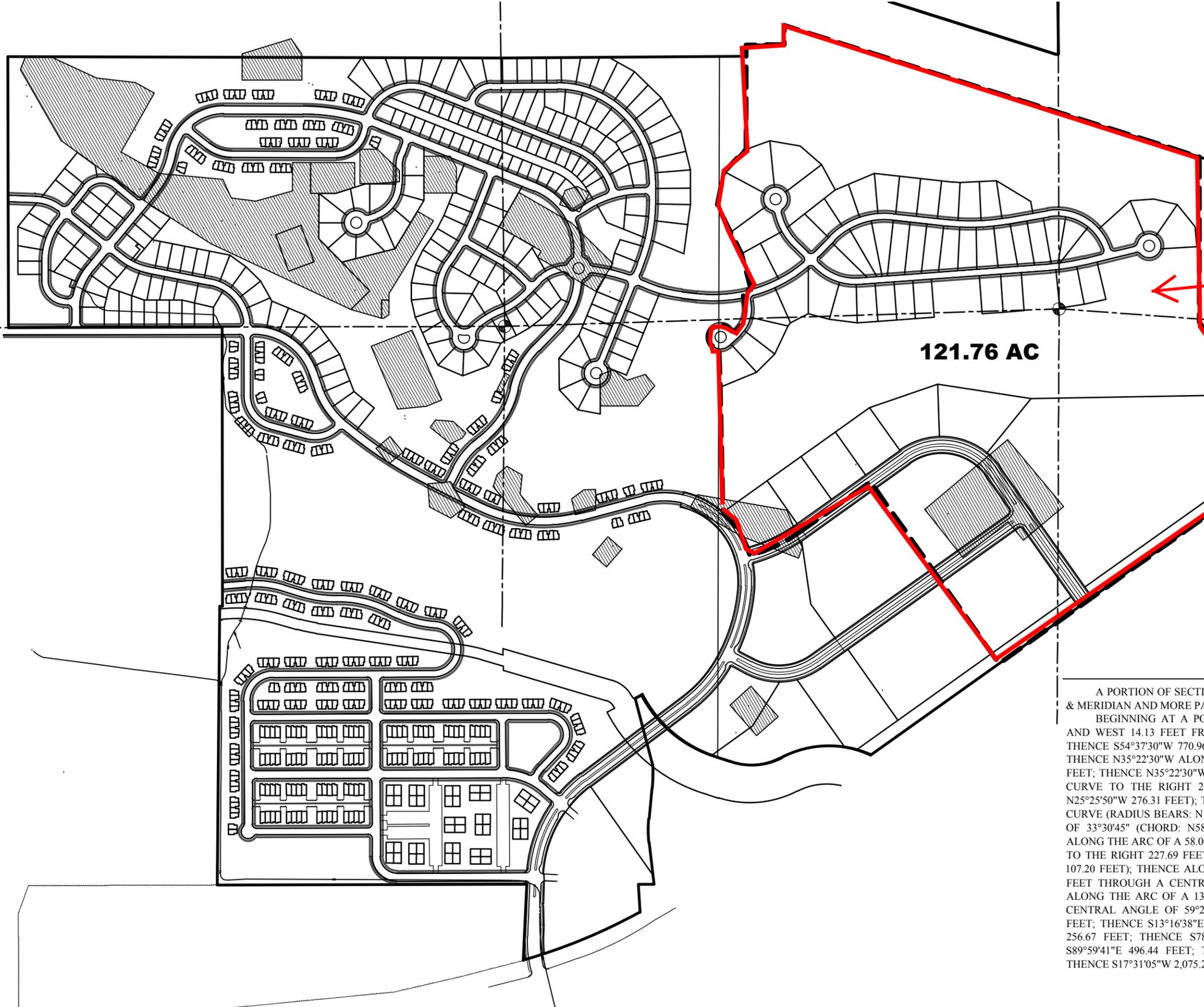
STATE OF UTAH)
 :SS.
County of Utah)

On the ____ day of _____, 2014, personally appeared before me _____ and _____, known to me, or proved to me on the basis of satisfactory evidence, to be the Mayor and City Recorder, respectively, of Mapleton City, who duly acknowledged that the within and foregoing instrument was signed on behalf of said City by authority of a duly adopted resolution of its City Council, and that said City executed the same.

NOTARY PUBLIC



Originally proposed secured parcel



121.76 AC

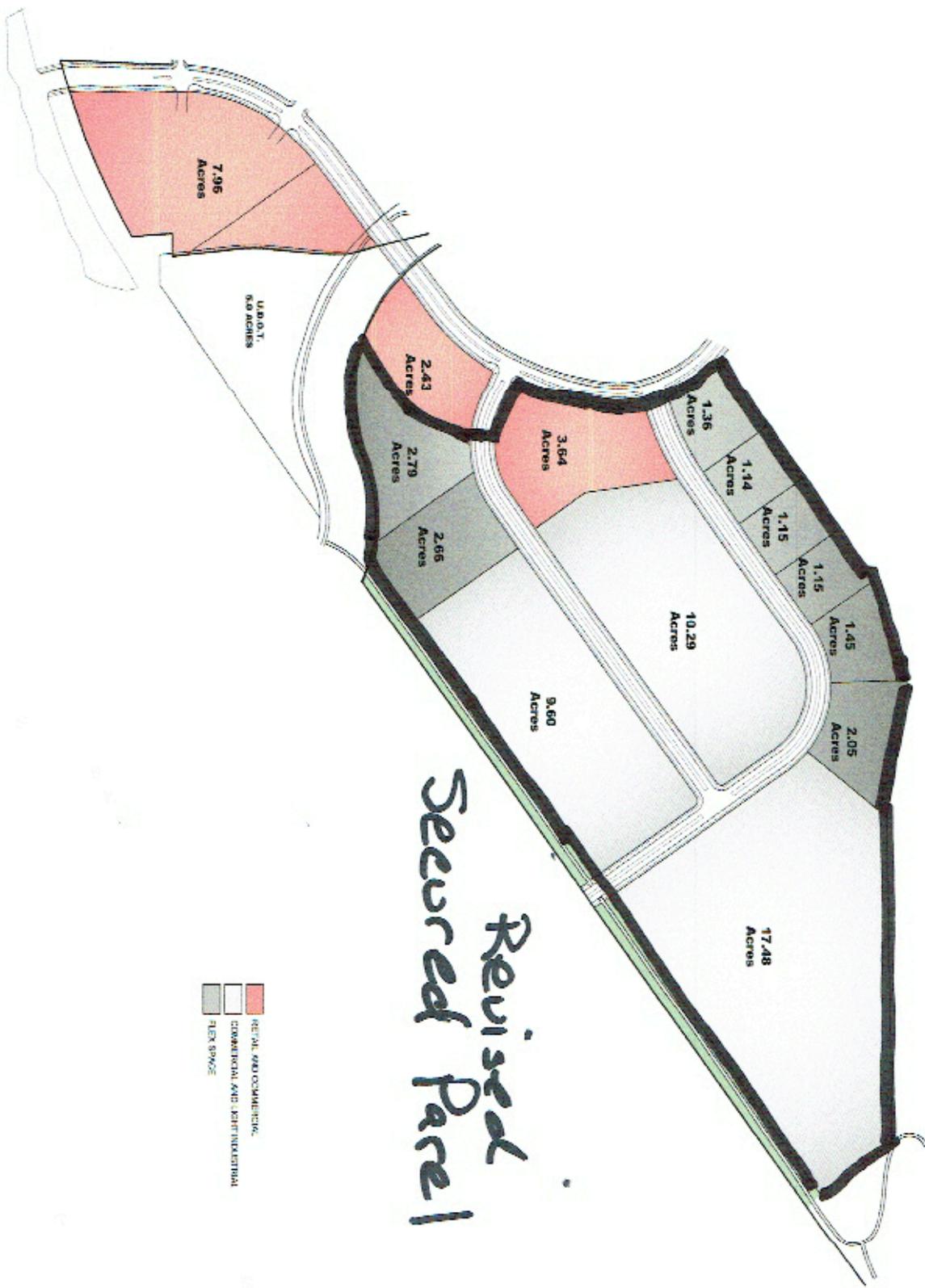
LEGAL DESCRIPTION

A PORTION OF SECTIONS 34 & 35, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT LOCATED S4°08'35"W ALONG THE SECTION LINE 669.91 FEET AND WEST 14.13 FEET FROM THE EAST 1/4 CORNER OF SECTION 34, T8S, R3E, S.L.B. & M.; THENCE S54°37'30"W 770.96 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 6; THENCE N35°22'30"W ALONG SAID RIGHT-OF-WAY 1,716.92 FEET; THENCE N54°37'30"E 1,059.24 FEET; THENCE N35°22'30"W 399.47 FEET; THENCE ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT 277.70 FEET THROUGH A CENTRAL ANGLE OF 19°53'21" (CHORD: N25°25'50"W 276.31 FEET); THENCE ALONG THE ARC OF A 421.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N15°04'08"W) TO THE LEFT 246.24 FEET THROUGH A CENTRAL ANGLE OF 33°30'45" (CHORD: N58°10'30"E 242.75 FEET); THENCE N88°41'32"E 772.99 FEET; THENCE ALONG THE ARC OF A 58.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S83°00'14"E) TO THE RIGHT 227.69 FEET THROUGH A CENTRAL ANGLE OF 224°55'34" (CHORD: S60°32'28"E 107.20 FEET); THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 33.23 FEET THROUGH A CENTRAL ANGLE OF 95°11'16" (CHORD: S4°19'41"W 29.54 FEET); THENCE ALONG THE ARC OF A 134.00 FOOT RADIUS CURVE TO THE LEFT 139.01 FEET THROUGH A CENTRAL ANGLE OF 59°26'14" (CHORD: S72°59'04"E 132.86 FEET); THENCE N77°17'49"E 57.30 FEET; THENCE S13°16'38"E 44.47 FEET; THENCE N74°54'42"E 176.66 FEET; THENCE N63°22'23"E 256.67 FEET; THENCE S78°14'38"E 162.83 FEET; THENCE S45°43'59"E 147.89 FEET; THENCE S89°59'41"E 496.44 FEET; THENCE S0°17'59"E 182.10 FEET; THENCE N89°42'01"E 91.57 FEET; THENCE S17°31'05"W 2,075.20 FEET; THENCE WEST 784.12 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 121.76± ACRES

HARMONY RIDGE
MAPLETON, UTAH
EXHIBIT L - IDENTIFICATION AND LEGAL DESCRIPTION OF THE SECURED PARCEL

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #: 2008-4005
 DRAWN BY: RWH
 DESIGNED BY: RWH
 SCALE: 1" = 500'
 DATE: 06/30/2011
 SHEET L



RETAIL AND COMMERCIAL
 COMMERCIAL AND INSTITUTIONAL
 FLEX SPACE



**ENGINEERS
SURVEYORS
PLANNERS**
 1111 N. MAIN STREET
 SUITE 200, SALT LAKE CITY, UT 84143
 TEL: 801.464.1111
 FAX: 801.464.1112

HARMONY RIDGE
 MAPLETON, UTAH

COMMERCIAL / RETAIL AREA EXHIBIT

SHEET NO. 1
 DATE: 11/15/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]



Phase 1
Required
Road &
Entrance

- LANDSCAPING**
- PAVING - 2" to 4" concrete, finished by 10/15
 - PAVING - 4" to 6" concrete, finished by 10/15
 - PAVING - 6" to 8" concrete, finished by 10/15
 - PAVING - 8" to 10" concrete, finished by 10/15
 - PAVING - 10" to 12" concrete, finished by 10/15
 - PAVING - 12" to 14" concrete, finished by 10/15
 - PAVING - 14" to 16" concrete, finished by 10/15
 - PAVING - 16" to 18" concrete, finished by 10/15
 - PAVING - 18" to 20" concrete, finished by 10/15
 - PAVING - 20" to 22" concrete, finished by 10/15
 - PAVING - 22" to 24" concrete, finished by 10/15
 - PAVING - 24" to 26" concrete, finished by 10/15
 - PAVING - 26" to 28" concrete, finished by 10/15
 - PAVING - 28" to 30" concrete, finished by 10/15
 - PAVING - 30" to 32" concrete, finished by 10/15
 - PAVING - 32" to 34" concrete, finished by 10/15
 - PAVING - 34" to 36" concrete, finished by 10/15
 - PAVING - 36" to 38" concrete, finished by 10/15
 - PAVING - 38" to 40" concrete, finished by 10/15
 - PAVING - 40" to 42" concrete, finished by 10/15
 - PAVING - 42" to 44" concrete, finished by 10/15
 - PAVING - 44" to 46" concrete, finished by 10/15
 - PAVING - 46" to 48" concrete, finished by 10/15
 - PAVING - 48" to 50" concrete, finished by 10/15

- UTILITIES**
- 1. WATER MAINS
 - 2. SANITARY MAINS
 - 3. GAS MAINS
 - 4. ELECTRICAL MAINS
 - 5. TELEPHONE MAINS
 - 6. CABLE TV MAINS
 - 7. FIBER OPTIC MAINS
 - 8. RAINWATER COLLECTION
 - 9. SWALE DRAINAGE
 - 10. STORM DRAINAGE
 - 11. IRRIGATION SYSTEMS
 - 12. LANDSCAPING IRRIGATION
 - 13. FLOOD CONTROL
 - 14. EROSION CONTROL
 - 15. SOIL STABILIZATION
 - 16. SLOPE STABILIZATION
 - 17. RETAINING WALLS
 - 18. EMBANKMENTS
 - 19. CUTS
 - 20. BRIDGES
 - 21. TUNNELS
 - 22. UNDERPASS
 - 23. OVERPASS
 - 24. INTERCHANGES
 - 25. RAMP
 - 26. SIGNAL
 - 27. LIGHTING
 - 28. SIGNAGE
 - 29. FENCE
 - 30. GATE
 - 31. BOLLARD
 - 32. TRAP
 - 33. MANHOLE
 - 34. CHECK VALVE
 - 35. FLOW CONTROL
 - 36. FLOW METER
 - 37. FLOW METER HOUSE
 - 38. FLOW METER PIT
 - 39. FLOW METER CHAMBER
 - 40. FLOW METER ENCLOSURE
 - 41. FLOW METER FOUNDATION
 - 42. FLOW METER STRUCTURE
 - 43. FLOW METER TOWER
 - 44. FLOW METER PLATFORM
 - 45. FLOW METER WALKWAY
 - 46. FLOW METER RAMP
 - 47. FLOW METER STAIR
 - 48. FLOW METER ESCALATOR
 - 49. FLOW METER ELEVATOR
 - 50. FLOW METER LIFT
 - 51. FLOW METER PUMP
 - 52. FLOW METER MOTOR
 - 53. FLOW METER DRIVE
 - 54. FLOW METER CONTROL
 - 55. FLOW METER VALVE
 - 56. FLOW METER GATE
 - 57. FLOW METER SHUTTER
 - 58. FLOW METER SLUICE
 - 59. FLOW METER WEIR
 - 60. FLOW METER DAM
 - 61. FLOW METER BARRAGE
 - 62. FLOW METER LOCK
 - 63. FLOW METER TUNNEL
 - 64. FLOW METER PIPE
 - 65. FLOW METER CONDUIT
 - 66. FLOW METER DUCT
 - 67. FLOW METER TRAY
 - 68. FLOW METER RACK
 - 69. FLOW METER CABINET
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 - 71. FLOW METER STRUCTURE
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 - 73. FLOW METER PLATFORM
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 - 95. FLOW METER DUCT
 - 96. FLOW METER TRAY
 - 97. FLOW METER RACK
 - 98. FLOW METER CABINET
 - 99. FLOW METER ENCLOSURE
 - 100. FLOW METER STRUCTURE

RESIDENTIAL LOTS

LOT #	AREA (SQ. FT.)	TYPE
1	1,200	Single-Family Detached
2	1,200	Single-Family Detached
3	1,200	Single-Family Detached
4	1,200	Single-Family Detached
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100	1,200	Single-Family Detached

HARMONY RIDGE
 MAPLETON, UTAH
CONCEPT 12 B



2023 S. 900 SOUTH
 SUITE 100
 SALT LAKE CITY, UT 84143
 TEL: 801.466.1234
 FAX: 801.466.1235
 WWW.LEI-UTAH.COM

DATE: 10/15/2023
 DRAWING NO: 2300-0005
 SHEET NO: 1
 SCALE: 1" = 200'