

**RUSHTON WEST ANNEXATION AND DEVELOPMENT AGREEMENT.**



THIS RUSHTON WEST ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on January 4, 2022, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation ("City"), and Saratoga 262 Partners LLC ("Saratoga 262"), and Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership ("Rushton"). Saratoga 262 and Rushton may be individually referred to as an "Owner," and collectively as the "Owners," and the City and the Owners are sometimes individually referred to as a "Party," and collectively as the "Parties."

**RECITALS:**

WHEREAS, the City and Fieldstone Canton Ridge Park, LLC, a Utah limited liability company ("Fieldstone") and Rushton entered into an Annexation and Development Agreement dated August 20, 2019 (the "2019 Agreement"), that incorporated a parcel of real property into the City, a legal description of which is attached hereto as Exhibit "A" (the "Incorporated Parcel");

WHEREAS, the Incorporated Parcel was subsequently divided into 5 parcels, identified by Utah County Parcel Numbers 58:041:0244, 58:041:0246, 58:041:0245, 58:041:0243 and 58:041:0238 (the "Incorporated Parcels").

WHEREAS, Saratoga 262 now owns the Incorporated Parcels; and

WHEREAS, Rushton owns, and Saratoga 262 has the right to purchase, a parcel of real estate adjacent to the Incorporated Parcels, consisting of approximately 162 acres of property located in unincorporated Utah County, more fully described in the property ownership map, site plan, and/or legal descriptions attached as Exhibit "B" (the "Property"); and

WHEREAS, Owners and City wish to annex the unincorporated Property into the City ("Annexation Request") to develop the Property as a residential subdivision (the "Land Use Request") with the same terms as those set forth in the 2019 Agreement, with certain key exceptions to those terms to be set forth in this Agreement;

**AGREEMENT:**

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners hereby agree as follows:

1. **Effective Date.** This Agreement shall become effective on the date it is executed by Owners and the City and the City has completed the annexation process and other requirements set forth herein ("Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. **Affected Property.** The Property ownership map and/or legal descriptions for the Property are attached as Exhibit "B". In the event of a conflict between the legal description and the Property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Owners and City.

3. The Terms of the 2019 Agreement apply. The Parties incorporate herein by reference each and every term of the 2019 Agreement and amendments to apply to the annexation and development of the Property, except as otherwise provided in this Agreement including but not limited to Section 4. below.

4. Exceptions to the 2019 Agreement. For the purposes of this section 4, “project improvement” and “system improvement” shall have the same definition as that in Utah Code §11-36a-102, and “City regulations” shall be defined as all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. The Parties agree that the terms of the 2019 apply to this Agreement, except:

- a. Saratoga 262 will donate to City the piece of property needed by City to complete the right of way for Foothill Boulevard without compensation or credits in any form. This property is more precisely described in Exhibit “C”.
- b. Saratoga 262 will contribute \$10,000,000 (TEN MILLION U.S. DOLLARS) towards the installation of water and transportation infrastructure including but not limited to: (i) a zone 1-2 drinking water pump station; (ii) a drinking water line and booster pump from the Central Utah Water turnout near Pony Express and extending southward to the existing 16-inch waterline at Hallmark Drive; (iii) the construction of Foothill Boulevard from Pony Express and south to Lariat Boulevard; (iv) any other necessary appurtenance; and (5) all design, acquisition, and construction costs. Division of funds between the infrastructure shall be at the sole discretion of City. Notwithstanding anything in this subparagraph b. to the contrary, Saratoga 262 shall not be exempt from being financially responsible for project improvements (as opposed to the system improvements).
- c. Saratoga 262 will fund the design and installation of all water facilities necessary for the service of the property in accordance with City regulations including, but not limited to: (i) a 1.5 million gallon zone 3 drinking water storage tank; (ii) a 3 million gallon water storage reservoir; (iii) a 500 gpm drinking water booster station; (iv) a 2,250 gpm secondary water booster station; and (v) associated pipelines connecting the tank, reservoir, and booster stations to the City’s existing water system. It is anticipated that the drinking water and secondary water storage facilities will be located on the SITLA land directly south of the Incorporated Parcels, pending SITLA’s agreement on placement and cost participation. Such facilities shall be sized per the City’s master plans and be sufficient to provide capacity for both Saratoga 262 and SITLA developments. These facilities are more specifically listed in Exhibit “D” and shall not be funded with the \$10,000,000 (TEN MILLION U.S. DOLLARS) listed in 4.b. above; however, the City shall reimburse the Developer in impact fee credits for the difference in cost (if any) between project improvements and system improvements.
- d. The new development, a residential subdivision of single-family homes, comprised of the Incorporated Property and the Property, will be called “Brixton Park.”
- e. The zoning for the Property will be R3-6 which allows higher density than the R1-10 zoning in the original Annexation and Development Agreement. Notwithstanding the higher density allowed under the R3-6 zone, the overall density of the project west of the Mountainview Corridor right of way shall not exceed 3 (THREE) lots per acre after non-developable acreage per City regulations is deducted from the gross acreage. Lots shall be arranged substantially as shown in Exhibit “E.” Notwithstanding the zoning, up to a maximum of 798 residential units

may be built on the Incorporated Parcel and Property taking into account non-developable acreage per City regulations. Developer shall hold City harmless if Developer is not able to build 798 residential units on the Incorporated Parcel Property due to City regulations with respect to physical constraints, sensitive lands, and non-developable areas.

For lots on the Incorporated Parcel and Property west of Foothill Boulevard, lots shall be a minimum of 6,000 square feet and shall contain at least the number and sizes of lots specified as follows:

- i. 40 or more lots  $\frac{1}{2}$  acre or larger in size;
  - ii. 44 or more lots ranging from a minimum of  $\frac{1}{3}$  acre to less than  $\frac{1}{2}$  acre in size;
  - iii. 164 or more lots ranging from a minimum of 10,000 sq. ft. to less than  $\frac{1}{3}$  acre in size; and
  - iv. 52 or more lots ranging in size from a minimum of 9,000 sq. ft. to less than 10,000 sq. ft. in size;
- f. Subject to geographical limitations, City engineering standards, and City ownership of the right-of-way, the City will allow Owners to use a portion of the Foothill Boulevard right of way to install storm drain and sewer infrastructure provided that such infrastructure is sized per the City's master plans. Saratoga 262 will pay the cost of the storm drain and sewer infrastructure for the project improvement size and the City will pay the costs for upsizing to the system improvement size, if any, through impact fee credits for the Property.
- g. Saratoga 262 shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi) and other City regulations are met. A change application typically takes a minimum of 6 months to be approved by DWRi. If Saratoga 262 wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. At City's sole discretion, City will consider providing water to fill any required water tank or ponds provided that Saratoga 262 conveys or purchases sufficient water rights, land, and sources to City and Saratoga 262 constructs and dedicates the necessary infrastructure to meet City regulations.
- h. Open space, including drainage areas and detention basins, will be given full or partial open space credit towards the City's open space requirements per City regulations. However, Saratoga 262 may not receive both Title 19 open space credit and impact fee credits for the same dedicated open space as specified in City regulations.
- i. City will reimburse Saratoga 262 for the \$10,000,000 (TEN MILLION U.S. DOLLARS) advanced as described in this Agreement by offsetting impact fees, water fees, building permit fees, development fees, review and inspection fees, and other fees associated with subdivision plat recordation, application review, and building permits for the lots in Brixton Park on a pro

rata basis. Further reimbursements to Saratoga 262 may come from funds to be paid to the City in the future through reimbursement by Mountainland Association of Governments or other State funding sources for the construction of Foothill Boulevard. The City shall have the sole discretion to determine whether the reimbursements will be through fee offsets, State funding sources, or a combination of both. This subparagraph 4.i. shall not be interpreted to exempt Saratoga 262 from installing project improvements per City regulations.

If the fee offsets and state funding sources are not sufficient to reimburse Saratoga 262 for the \$10,000,000, City shall reimburse Developer for the remaining amount through impact fees paid by other developers in the City, subject to previously-executed reimbursement agreements for other impact fee projects, the availability of impact fee funds, and all City policies and state law requirements with respect to budgeting for capital expenses. Saratoga 262 shall have no entitlement for specific timing of reimbursement as the City may have other reimbursement obligations pursuant to other reimbursement agreements executed prior to this Agreement and for which Saratoga 262's rights are subservient. Subject to these stipulations, City will make its best efforts to reimburse Saratoga 262 as soon as impact fee funds become available. The City shall have no obligation for the reimbursement of project improvement costs.

5. **Vested Rights.** The rights established by this Agreement shall vest immediately upon the Effective Date, shall run with the land, and shall be irrevocable for the Term.

6. **Default.**

a. **Events of Default.** Upon the happening of one or more of the following events or conditions, an Owner or City, as applicable, shall be in default ("Default") under this Agreement:

- i. a warranty, representation, or statement made or furnished by an Owner under this Agreement is intentionally false or misleading in any material respect when it was made;
- ii. a warranty, representation, or statement made or furnished by City under this Agreement is intentionally false or misleading in any material respect when it was made;
- iii. a determination by City made upon the basis of substantial evidence that an Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement or the relevant portions of the 2019 Agreement;
- iv. a determination by an Owner made upon the basis of substantial evidence that City has not complied in good faith with one or more of the material terms or conditions of this Agreement or the relevant portions of the 2019 Agreement;
- v. any other event, condition, act, or omission, either by City or an Owner that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

b. **Procedure Upon Default.** Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such

Default within such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may

take the action specified in Paragraph 16.c. of the 2019 Agreement. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

- i. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, contractor delays, governmental restrictions, governmental regulations, governmental controls, governmental delays, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. **Breach of Agreement.** Upon Default as set forth in Subparagraphs 16.a. and 16.b. of the 2019 Agreement, City or an Owner may pursue -whatever remedies it may have at law or in equity, including injunctive and other equitable relief. However, the Parties' sole remedy for a breach shall be specific performance, and neither party may claim monetary damages for a breach of this Agreement.

7. **Entire Agreement.** This Agreement, including the incorporated terms of the 2019 Agreement, shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Incorporated Property Description

Exhibit B: Property Description

Exhibit C: Foothill Boulevard parcel Dedication Description

Exhibit D: Water Utility Required Improvements

Exhibit E: Concept Plan

8. **General Terms and Conditions.**

a. **Incorporation of Recitals.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. **In the event of any conflict between this Agreement and the 2019 Agreement, the terms and provisions of this Agreement shall govern.**

c. **Recording of Agreement.** This Agreement shall be recorded at the Owners' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

d. **Severability.** Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

e. **Time of Performance.** Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each Party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

f. **Construction of Agreement.** This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

g. **State and Federal Law: Invalidity.** The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project or any other covenant or obligation of the City hereunder is held invalid by a court of competent jurisdiction, this Agreement shall be null and void, provided, however, that in the event this Agreement has been partially performed, the Parties shall be restored—to the extent reasonably possible—to the position they were in prior to entering into this Agreement.

h. **Enforcement.** The Parties to this Agreement recognize that the Parties have the right to enforce the terms of this Agreement by seeking an injunction to compel compliance. In the event either Party violates the terms of this Agreement, the Party not in violation may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of a court of competent jurisdiction if the Party in violation has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by the violating party. The Parties shall be free from any liability arising out of the exercise of its rights under this paragraph.

i. **No Waiver.** Failure of a 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 time said right or any other right it may have hereunder. No officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions or make any binding promise or representation not contained herein.

j. **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

k. **Attorney Fees.** Should any Party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

l. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To Saratoga 262: Saratoga 262 Partners, LLC  
10771 South Rippling Bay.  
South Jordan, UT 84009  
lj@larrymyler.com

With a copy to: Heather McDougald  
High Ground Development, Inc.  
10771 South Rippling Bay  
South Jordan, UT 84009  
[hmcDougald@highground.dev](mailto:hmcDougald@highground.dev)

To Rushton: Alma E. and Ethel B. Rushton Family Partnership  
Attn. Terry Rushton  
4441 South 5400 West  
West Valley City, Utah 84120

To the City: City Manager  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200.  
Saratoga Springs, UT 84045

m. **Applicable Law.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

n. **Execution of Agreement.** This Agreement may be executed in multiple parts as originals or by electronic copies of executed originals; provided, however, if executed and evidence of execution is made by electronic copy, then an original shall be provided to the Other party within seven days of receipt of said electronic copy.

o. **Hold Harmless and Indemnification.** Each Owner agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to the direct or indirect operations of such Owner or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing herein shall be construed to mean that an Owner shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and

employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; (ii) the negligent maintenance or repair of improvements that have been offered for dedication and accepted by the City for maintenance; or (iii) breach of this Agreement by City.

ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, the Developer shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

p. Relationship of Parties. The contractual relationship between City and the Owners arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and the Owners, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) each Owner shall have the full power and exclusive control of that portion of the Property that it owns, subject to the obligations of such Owner set forth in this Agreement.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, collect, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

r. Authority. The Parties warrant that the undersigned individuals have full power and authority to enter into this Agreement on their behalf. The Parties understand that each is relying on these representations and warranties in executing this Agreement.

s. Headings for Convenience. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest: \_\_\_\_\_



City of Saratoga Springs,  
a political subdivision of the State of Utah

*Cindy Cole*  
City Recorder *CINDY LOPEZ COLE*

*Mark Christensen*  
City Manager *MARK CHRISTENSEN*



DEVELOPER, Saratoga 262 Partners LLC, a Utah corporation/limited liability company/partnership.

By: [Signature]

Its: Manager LAWRENCE MYLER

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of MARCH 2022 by Lawrence Myler, of Saratoga 262 Partners LLC, a Utah corporation/limited liability company/partnership.

Kristen Jones  
Notary Public



**EXHIBIT A – THE PROPERTY INCORPORATED IN THE 2019 AGREEMENT**

THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH.

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE N0°29'13"E ALONG THE SECTION LINE 2653.78 FEET TO THE WEST ¼ OF SAID SECTION 34; THENCE S89°50'7"E ALONG THE QUARTER SECTION LINE 2702.98 FEET TO THE CENTER OF SAID SECTION 34; THENCE S0°23'55"E ALONG THE QUARTER SECTION LINE 2660.75 FEET TO THE SOUTH ¼ OF SAID SECTION 34; THENCE N89°41'30"W ALONG THE SECTION LINE 2744.09 FEET TO THE POINT OF BEGINNING.

CONTAINS +/-166.14 ACRES.

**EXHIBIT B – Property Description**

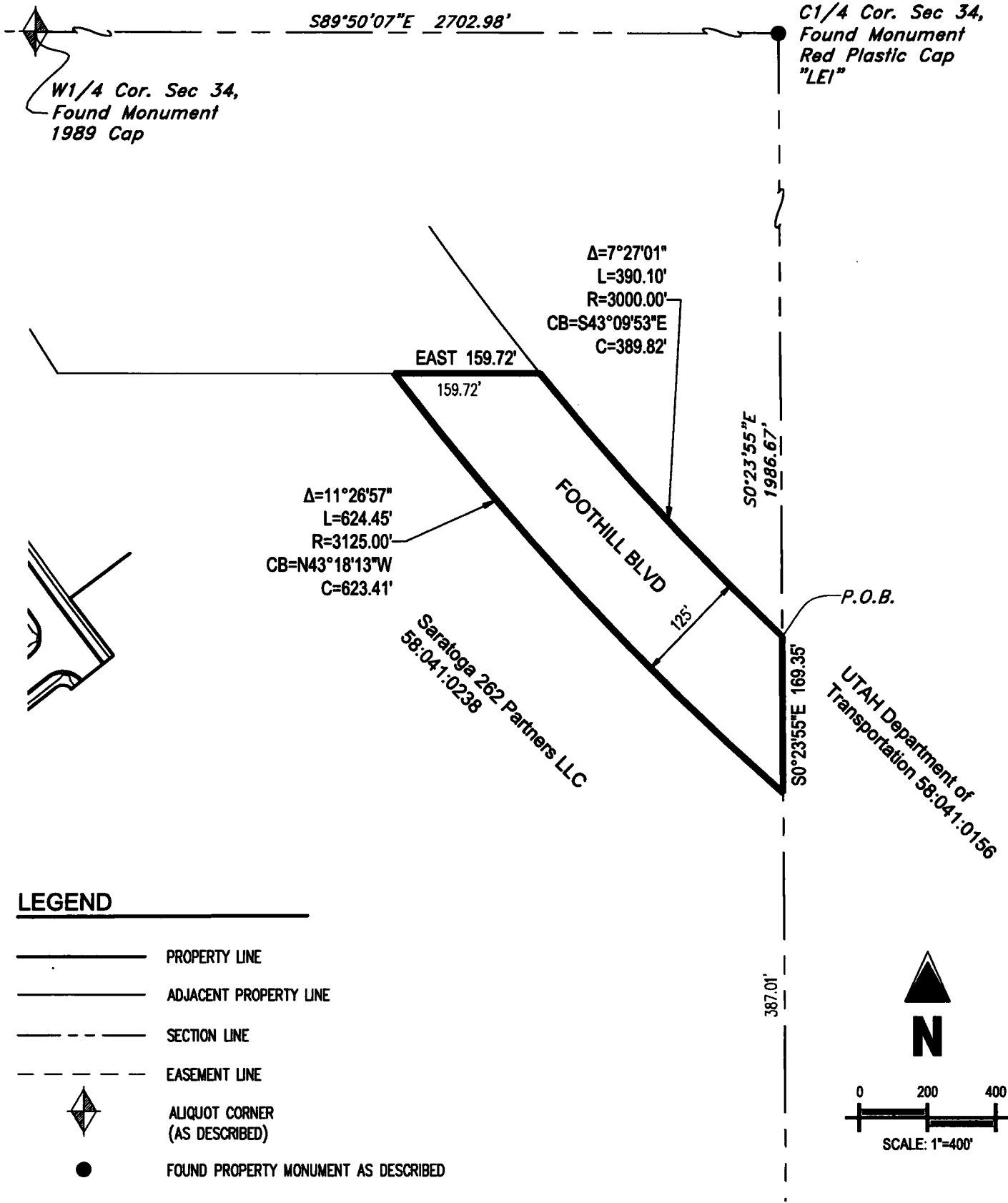
All of the Southeast Quarter of Section 33, Township 5 South, Range 1 West, Salt Lake Base and Meridian, as described in that certain Warranty Deed recorded as Entry No. 5968:1983 in the office of the Utah County Recorder, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 33, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is S89°50'07"E between said East 1/4 Corner of said Section 33 and an LEI Engineering Rebar & Cap at the northwest corner of The Benches Plat 10 Subdivision representing the Center 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian); running thence along the Section line S00°29'05"W 2,653.56 feet to the Southeast Corner of said Section 33; thence along the Section line N89°52'27"W 2,652.13 feet to the South 1/4 Corner of said Section 33; thence along the 1/4 Section line N00°28'16"E 2,679.23 feet to the Center of said Section 33; thence along the 1/4 Section line S89°19'11"E 2,652.73 feet to the point of beginning.

Contains: 162.36 acres+/-

Utah County Parcel No. 58:041:0021

# EXHIBIT "C"



FOOTHILL BLVD PARCEL

SARATOGA 262 PARTNERS, LLC

FOOTHILL BLVD DEDICATION

Project No: FSH000009.10

Drawn By: BLB

Checked By: JA

Date: 12/17/2021

## Galloway

2015 W GROVE PARKWAY, SUITE H  
PLEASANT GOVE, UT 84062  
365.248.0480  
GallowayUS.com

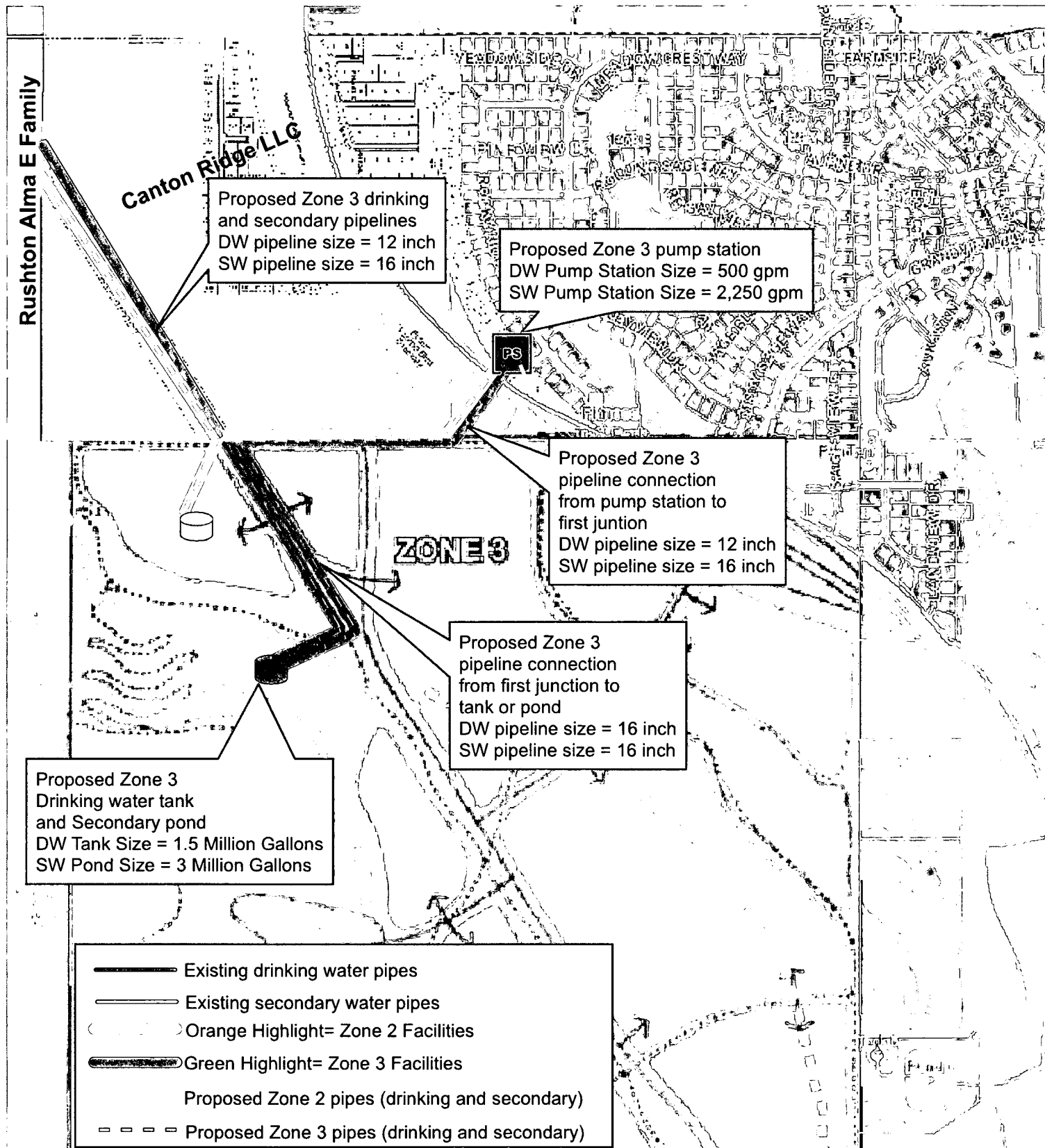
**Foothill Boulevard****(Across Parcels: 58-041-0238)**

A 125.00 foot wide right of way being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

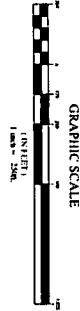
Beginning at a point on the south quarter section line of said Section 34 which is north line of grantors property which is 2986.67 feet South 0°23'55" East from the Center ¼ Section Corner of said Section 34; running thence South 0°23'55" East 169.35 feet along said quarter section line to a non-tangent point on a curve; thence northwesterly along the arc of a 3125.00 foot radius curve to the right a distance of 624.45 feet (central angle equals 11°26'57" and bearing to center is North 40°58'19" East and long chord bears North 43°18'13" West 623.41 feet) to a point of non-tangency being on the north line of grantors property; thence EAST 159.72 feet along said North line to a non-tangent point on a curve; thence southeasterly along the arc of a 3000.00 foot radius curve to the left a distance of 390.10 feet (central angle equals 07°27'01" and bearing to center is North 50°33'37" East and long chord bears South 43°09'53" East 389.82 feet) to the point of beginning.

Contains: 63,477 sq. ft. or 1.457 acres

# Exhibit D: Water Utility Required Improvements



ENT



**CONCEPT DESIGN**

TOTAL ACREAGE	1246.5 ACRES
SINGLE FAMILY LOTS (CITY-OWNED AREA)	216
SINGLE FAMILY LOTS (ANNEXATION AREA)	500
TOTAL DENSITY	2.0 UNITS/ACRE
CANTON WEST OPEN SPACE	1.4 ACRES
CITY-OWNED AREA OPEN SPACE (EXCLUDING CANTON WEST OPEN SPACE)	10.4 ACRES (12.4%)
ANNEXATION AREA OPEN SPACE	17.1 ACRES (10.6%)

**PROPOSED ZONING - CITY OWNED PORTION**

ZONE	R1-10
LOT SIZE	10,000 SQFT
CORNER LOT SIZE	11,000 SQFT
LOT SIZE WITH OPEN SPACE BONUS	9,000 SQFT (11,000 SQFT CORNERS)
LOT WIDTH	70'
LOT FRONTAGE	35'
MAX DENSITY	3.0 UNITS/ACRE

**REQUIRED TOTAL OPEN SPACE**

REQUIRED TOTAL OPEN SPACE	8.41 ACRES (10%)
REQUIRED EQUIVALENT OPEN SPACE	5.38 ACRES (1 ACRE PER 40 LOT'S)

**PROPOSED ZONING - ANNEXED PORTION**

ZONE	R3-6
LOT SIZE	6,000 SQFT
CORNER LOT SIZE	6,600 SQFT
LOT WIDTH	50'
LOT FRONTAGE	35'
MAX DENSITY	6.0 UNITS/ACRE

**REQUIRED TOTAL OPEN SPACE**

REQUIRED TOTAL OPEN SPACE	16.2 ACRES (10%)
REQUIRED EQUIVALENT OPEN SPACE	12.2 ACRES (1 ACRE PER 40 LOT'S)

**OTHER ZONING REQUIREMENTS**

FRONT SETBACK	20'
GARAGE SETBACK	25'
SIDE SETBACK	5' MIN, 10' TOTAL
CORNER SIDE SETBACK	20'
REAR SETBACK	20'
ROW WIDTH	50'
CU-DC-SAC RADIUS	50'

**LOT LEGEND**

6,000 SQFT LOTS	307
8,000 SQFT LOTS	109
9,000 SQFT LOTS (CITY-OWNED AREA)	52
10,000 SQFT LOTS (CITY-OWNED AREA)	164
1/3-ACRE LOTS	44
1/2-ACRE LOTS	40

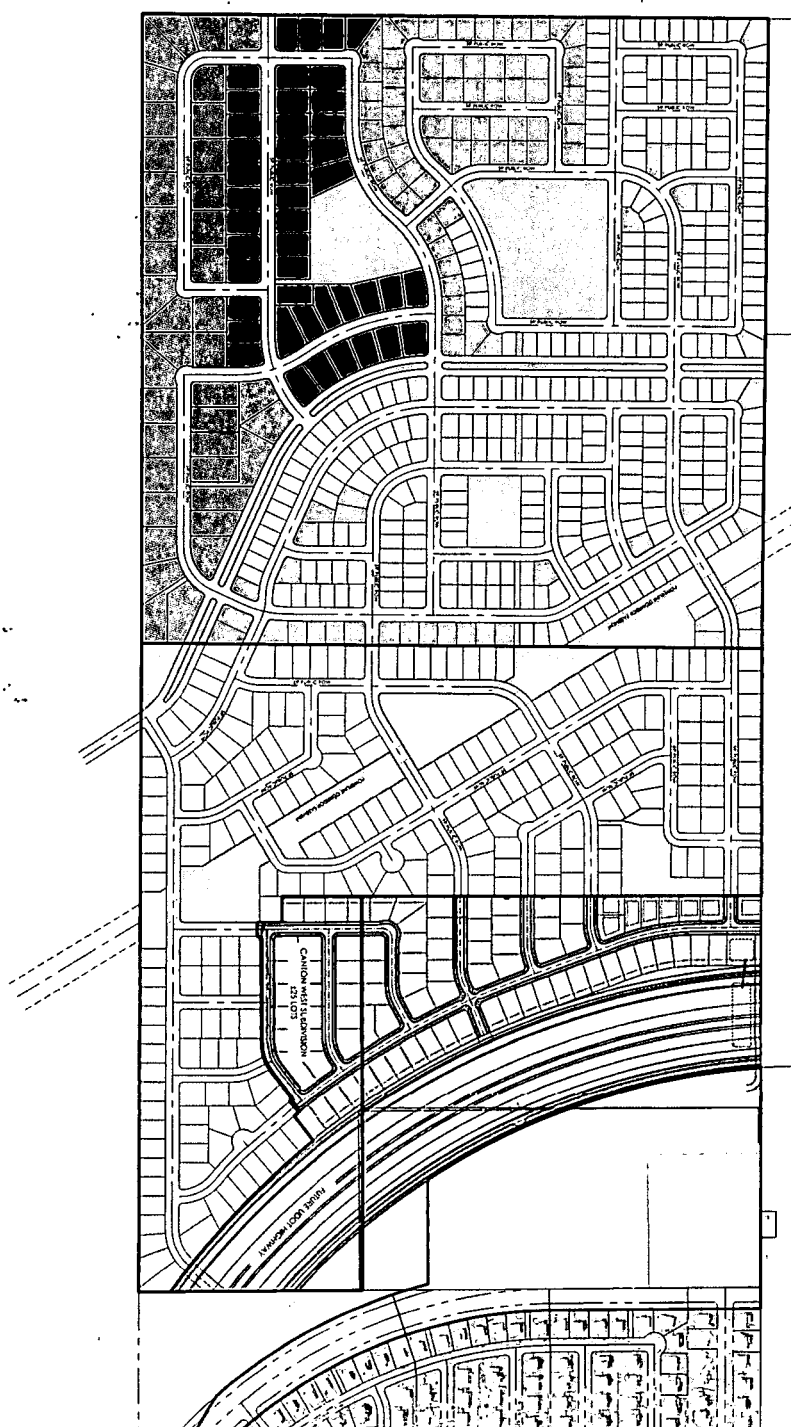


Exhibit E: Concept Plan

**RUSHTON PROPERTY concept plan D overall**

SARATOGA SPRINGS CITY, UTAH COUNTY  
 9/2/2021  
 21-0365

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

