



EAGLE MOUNTAIN CITY COUNCIL MEETING

JANUARY 21, 2025, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

This is an opportunity to provide information to the City Council. These items are for information only and do not require action by the City Council.

- 1.A. DISCUSSION - Mayor Hollie McKinney, Fairfield - Regional Sewer Options
- 1.B. DISCUSSION - Proposed Military Garden - Eagle Mountain Nature and Wildlife Alliance
- 1.C. DISCUSSION - FY2026 CDBG Projects - Mountainland Association of Governments
- 1.D. DISCUSSION - Downtown Master Plan - MHTN Architects
- 1.E. DISCUSSION - Lennar Townhome Exteriors in Parkway Fields

2. AGENDA REVIEW

The City Council will review items on the Consent Agenda and Policy Session Agenda.

3. ADJOURN TO A CLOSED SESSION

The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Time has been set aside for the public to express their ideas, concerns, and comments. (Please limit your comments to three minutes each.)

8. CITY COUNCIL/MAYOR ITEMS

Time has been set aside for the City Council and Mayor to make comments.

9. APPOINTMENTS

9.A. Youth Council

1. Jacob Adams - Fulfilling Term through June 30, 2025

CONSENT AGENDA

10. MINUTES

10.A. January 8, 2025 Minutes - Joint Multi-City Transportation Work Session

10.B. January 9, 2025 Minutes - City Council Work Session Q&A - Idaho National Laboratory

11. RESOLUTIONS

11.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Governing Documents for Firefly Public Infrastructure Districts

11.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel with Ivory Homes and SITLA

11.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus

11.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Homes and SITLA for 2.038 acres of Right-of-Way to expand Mid-Valley Road

11.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement to Provide Lobbying Services

SCHEDULED ITEMS

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 Energy-Related Code Amendments

BACKGROUND: (*Presented by Planning Director, Brandon Larsen*) The proposed ordinance amends Eagle Mountain Municipal Code 17.10 Definitions adding energy related definitions, 17.20 adding an allowed use in the AG Zone, 17.48 adding various

permitted uses to the RTI overlay zone, 17.75 inserting standards for special uses for battery energy storage systems, natural gas power plants, small modular reactors, and, adding development requirements to 17.15 as relating to solar energy projects

13. MOTIONS

13.A. MOTION - Assignment of City Council Board Liaisons

14. LEGISLATIVE ITEMS

14.A. UPDATE - Legislative Priorities List

14.B. UPDATE - Utah Legislation

14.C. Discussion - Utah Valley HOME Consortium

15. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

16. COMMUNICATION ITEMS

16.A. Upcoming Agenda Items

17. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6610. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 16th day of January, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Gina L. Olsen, CMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 21, 2025**

TITLE:	Lennar Townhome Exteriors in Parkway Fields
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	Lennar

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designation: Neighborhood Residential 2 Zone: MF1	31.28 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council provide feedback to the applicant about how to proceed.

BACKGROUND:

On June 6, 2023, the City Council approved (3-2) the preliminary plat and site plan for the Parkway Fields townhomes along Pole Canyon Boulevard. The approval included one condition stating: "The applicant shall cause all townhouse buildings' two exterior siding material types to cover at least 30% of all sides (ends) of each building."

This condition of approval was reiterated in the Notices of Decision for the final plats. However, the "Approve to Build" letter provided to the City's Building Division specifies only that the buildings must comply with the approved elevations.

Recently, it came to light that Lennar has been submitting and receiving approvals for elevations that differ from what was approved by the City Council. The majority of the townhome buildings in the project have been constructed. Lennar is now requesting permission to continue building the remaining units as they have been.

ITEMS FOR CONSIDERATION:

EMMC 17.72.040(F)(1) states, "Multifamily structures shall utilize at least two exterior materials, including stucco, vinyl or fiber/cement siding, decorative rock/stone, brick, or other material deemed appropriate by the planning director. Each material shall be used on a minimum of 30 percent of the building, and used on all sides of the building. Other materials may be included as accents. Aluminum siding is prohibited."

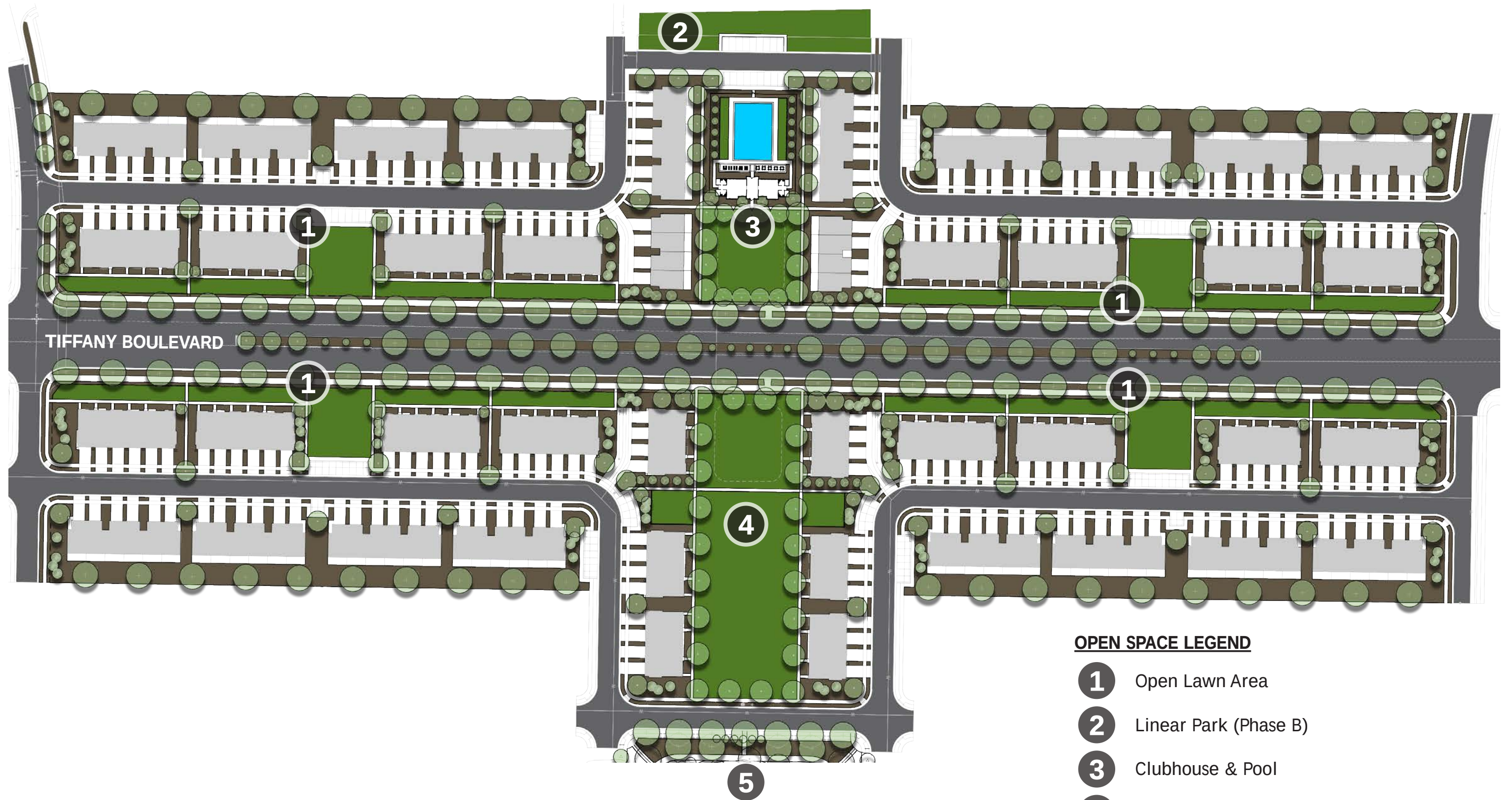
- The townhomes that have been built by Lennar have only used siding as a material with varying colors employed.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Parkway Fields Approved Townhome Elevations
2. Building Permit Elevations
3. Pictures of Built Elevations
4. Parkway Fields Maps



OPEN SPACE LEGEND

- 1** Open Lawn Area
- 2** Linear Park (Phase B)
- 3** Clubhouse & Pool
- 4** Linear Park
- 5** South City Park (Future Phase G)

PARKWAY FIELDS - Site Plan Illustration

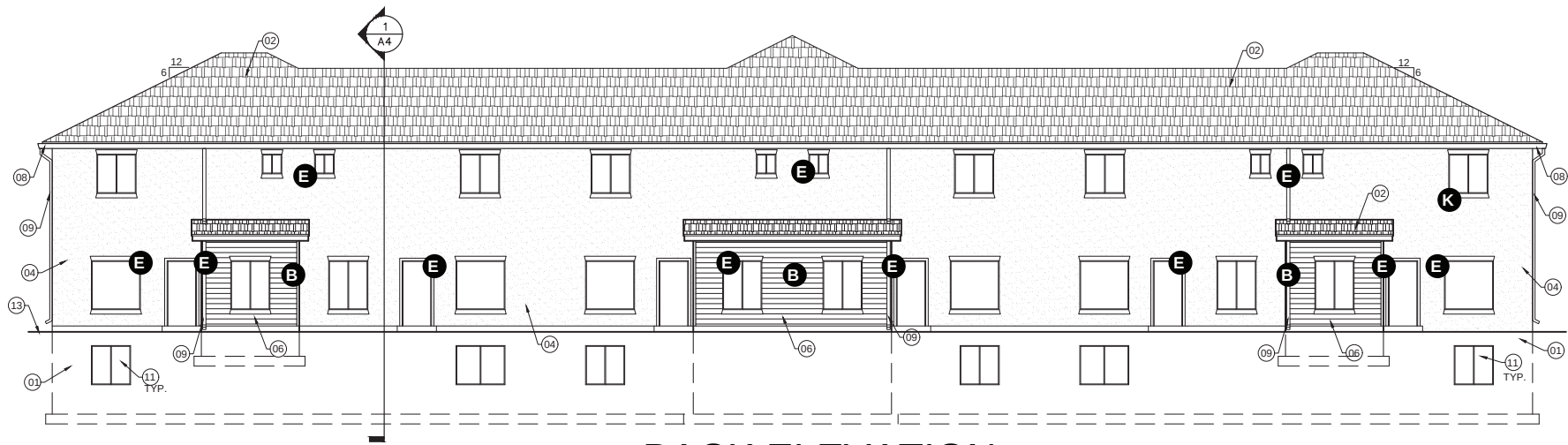
Site Plan Application by Flagship Homes

*Waterwise landscaping principles implemented through project.



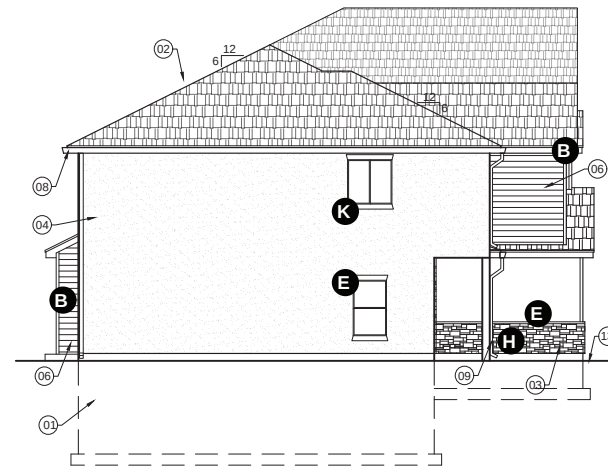
PARKWAY FIELDS - Front Loaded Townhomes

Site Plan Application by Flagship Homes



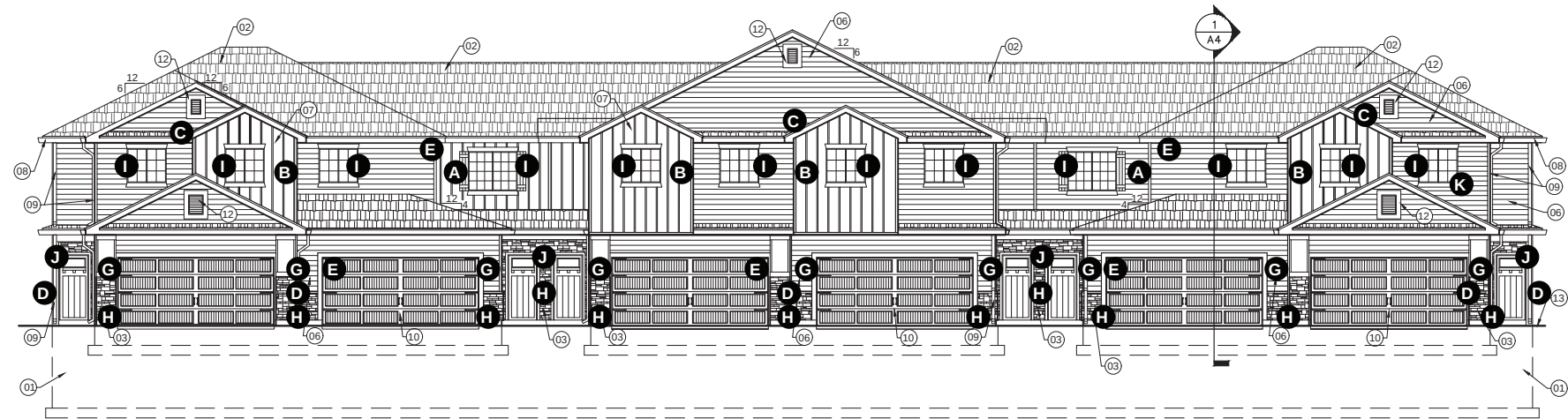
BACK ELEVATION

SCALE: 1/8" = 1'-0"



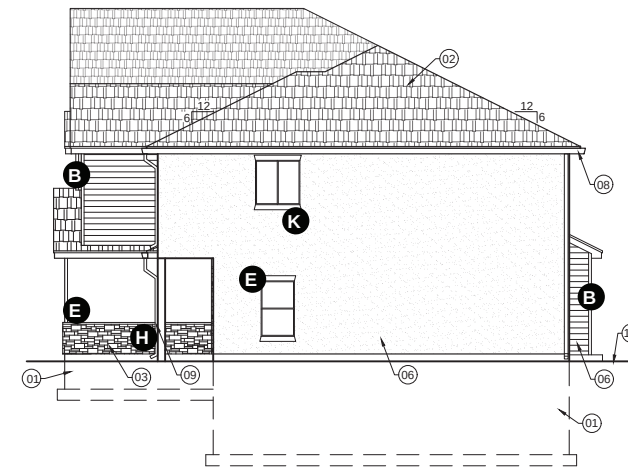
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

KEYED NOTES:

- 01 CONCRETE FOUNDATION TO GO BELOW FROST LINE.
- 02 ASPHALT SHINGLE OVER FELT OVER 1/2" SHEATHING OVER TRUSSES @ 24" O.C.
- 03 STONE VENEER.
- 04 EIFS.
- 05 EIFS FEATURES.
- 06 HORIZONTAL LAP SIDING.
- 07 VERTICAL FIBER CEMENT PANEL.
- 08 RAIN GUTTER. SEE ROOF PLAN.
- 09 DOWNSPOUT. SEE ROOF PLAN.
- 10 OVERHEAD GARAGE DOOR.
- 11 PROVIDE WINDOW WELL AT BASEMENT WINDOWS.
- 12 ATTIC VENT.
- 13 FINISH GRADE.

ARCHITECTURAL DETAILING

- A DECORATIVE SHUTTERS
- B POP OUTS
- C DECORATIVE GABLES
- D COLUMNS
- E DECORATIVE TRIM
- F DECORATIVE RAILINGS (NOT SHOWN - WHERE STAIRS ARE REQUIRED)
- G ARCHITECTURAL LIGHTING
- H DECORATIVE MASONRY PATTERN
- I WINDOW GRIDS
- J DECORATIVE DOORS
- K DECORATIVE WINDOWS

PARKWAY FIELDS - Front Loaded Townhomes

Site Plan Application by Flagship Homes



ARCHITECTURAL FEATURES LEGEND

1. COLUMNS
2. WINDOW TRIM
3. POPOUTS
4. PORCHES
5. DECORATIVE DOORS
6. DECORATIVE WINDOWS
7. DECORATIVE GABLES
8. DECORATIVE TRIM
9. ARCHITECTURAL LIGHTING

ELEVATION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	STUCCO
	LAP SIDING - PAINTED FIBER CEMENT 6" EXPOSURE AS PER SPECIFICATIONS
	LAP SIDING - PRE-STAINED FIBER CEMENT 6" EXPOSURE
	ROOF ASPHALT SEE SPECIFICATIONS FOR TYPE, PATTERN AND COLOR.



ARCHITECTURAL FEATURES LEGEND

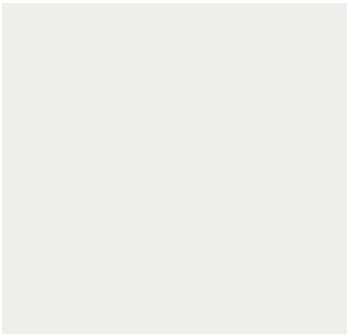
1. COLUMNS
2. WINDOW TRIM
3. POPOUTS
4. PORCHES
5. DECORATIVE DOORS
6. DECORATIVE WINDOWS
7. DECORATIVE GABLES
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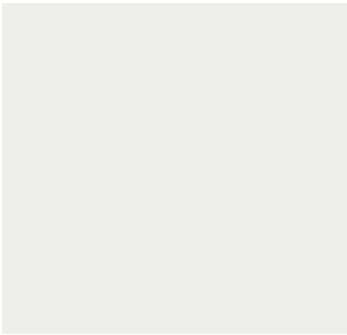
PARKWAY FIELDS - Rear Loaded Townhomes

Site Plan Application by Flagship Homes

Scheme 1



Siding/Board & Bat
Snowscape White



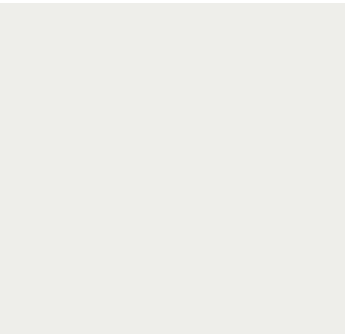
Trim
Snowscape White



Front Door
Peppercorn



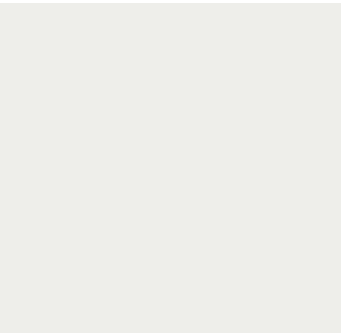
Roof
Moire Black



Garage Door
White



Soffit & Fascia
Black

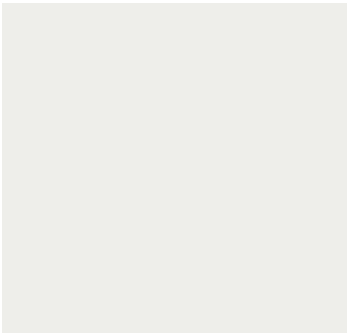


Windows
White

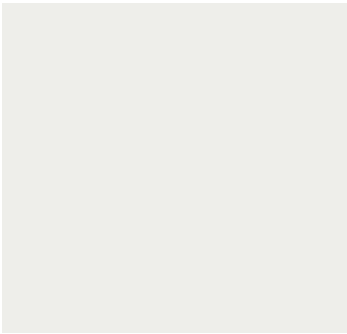
Scheme 2



Siding/Board & Bat
Tundra Gray



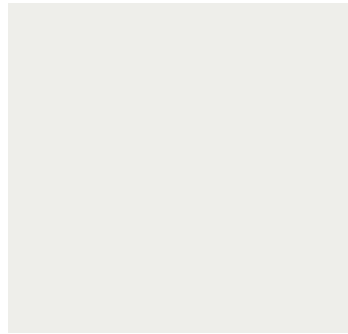
Trim
Snowscape White



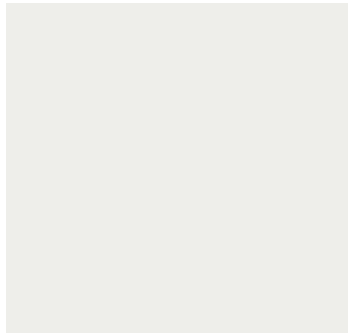
Front Door
Extra White



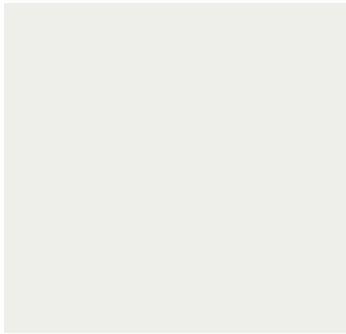
Roof
Moire Black



Garage Door
White



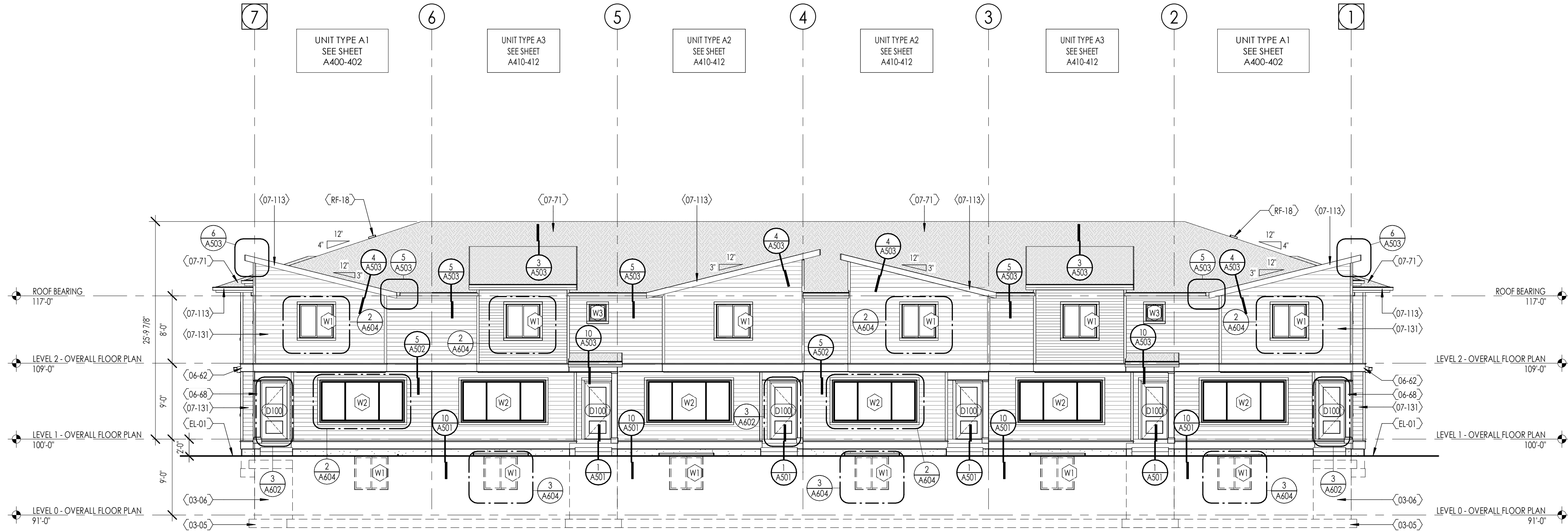
Soffit & Fascia
White



Windows
White

PARKWAY FIELDS - Townhomes Finishes

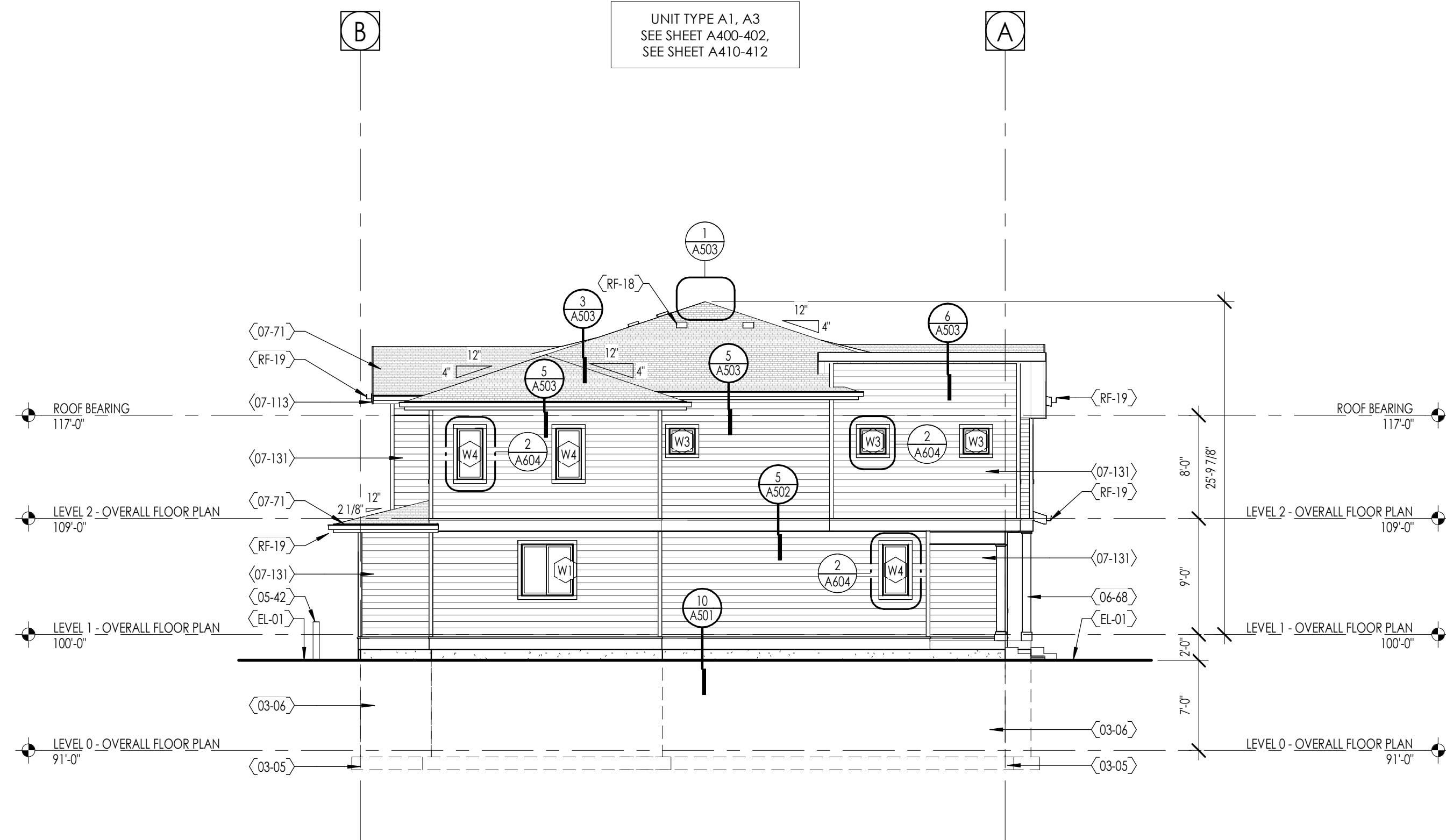
Site Plan Application by Flagship Homes



FRONT ELEVATION

1/8" = 1'-0"

1
A201



LEFT ELEVATION

1/8" = 1'-0"

2
A201

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING 6' EXP. MANUF.: JAMES HARDIE COLOR: VARIES; SEE COLOR ELEV'S & COLOR CHART
	FIBER CEMENT STAINED LAP SIDING 4' EXP. MANUF.: JAMES HARDIE COLOR: VARIES; SEE COLOR ELEV'S & COLOR CHART
	ROOF ASPHALT SEE SPECIFICATIONS FOR TYPE, PATTERN AND COLOR.

NOTE: REFER TO MATERIAL SPECIFICATIONS DOCUMENT FOR DETAILED INFORMATION REGARDING EACH FINISH MATERIAL

ELEVATION/ SECTION KEYNOTES

KEYNOTE	
03-05	CAST IN PLACE FOOTINGS - SEE STRUCTURAL DRAWINGS
03-06	CAST IN PLACE FOUNDATION WALLS - SEE STRUCTURAL DRAWINGS
05-42	STEEL BOLLARDS - SEE DETAILS
06-62	WOOD TRIM - SEE DETAILS AND SPECIFICATIONS
06-68	BOX COLUMN-SEE DETAILS AND SPECIFICATIONS
07-71	ASPHALT SHINGLES - SEE SPECIFICATIONS
07-113	METAL FASCIA-SEE DETAILS AND SPECIFICATIONS
07-131	FIBER-CEMENT SIDING - SEE DETAILS AND SPECIFICATIONS
EL-01	CONTRACTOR SHALL VERIFY THAT ALL GRADE SLOPES AWAY FROM BUILDING. SLOPE SHALL BE 6" SLOPE IN FIRST 10'-0"
RF-18	ROOF VENT- SEE SPECIFICATIONS
RF-19	CONTINUOUS METAL GUTTER TO SLOPE TO DOWNSPOUTS - CONTRACTOR TO COORDINATE



Architecture
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Interior Design
Landscape Architecture
Land Planning
Construction Management

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LENNAR
SERIES 3 - MOAB
6 PLEX 01

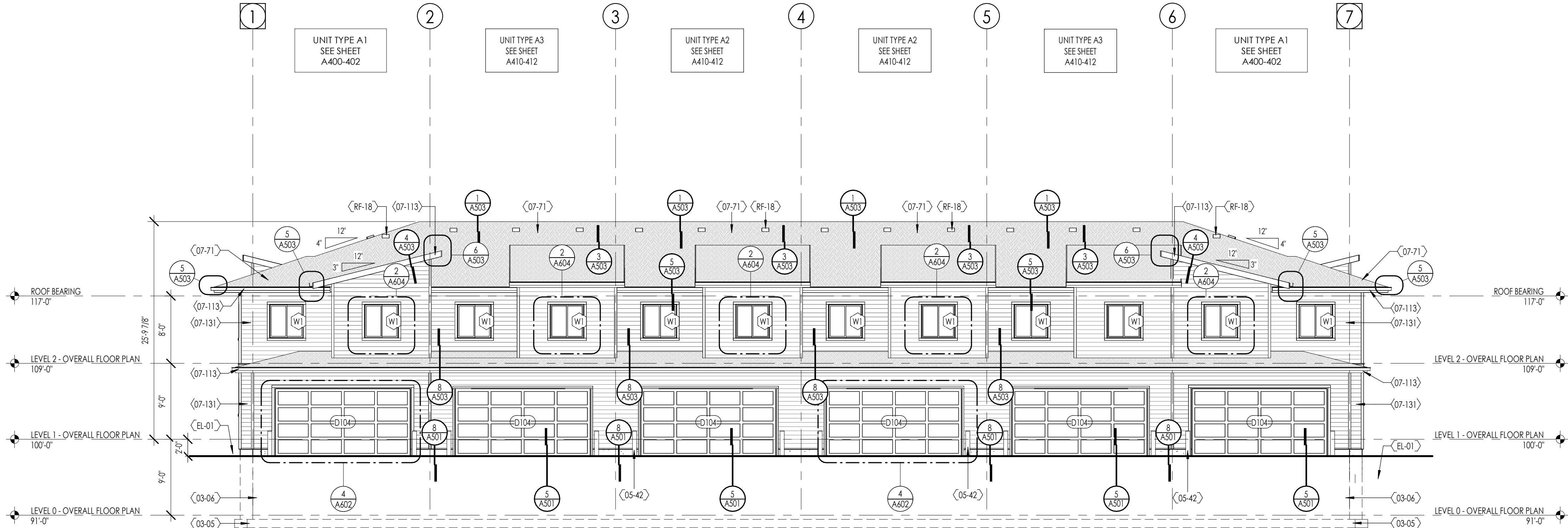
PROJECT NO. 23058
DATE: 28 MAR 2024
REVISIONS:

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A201

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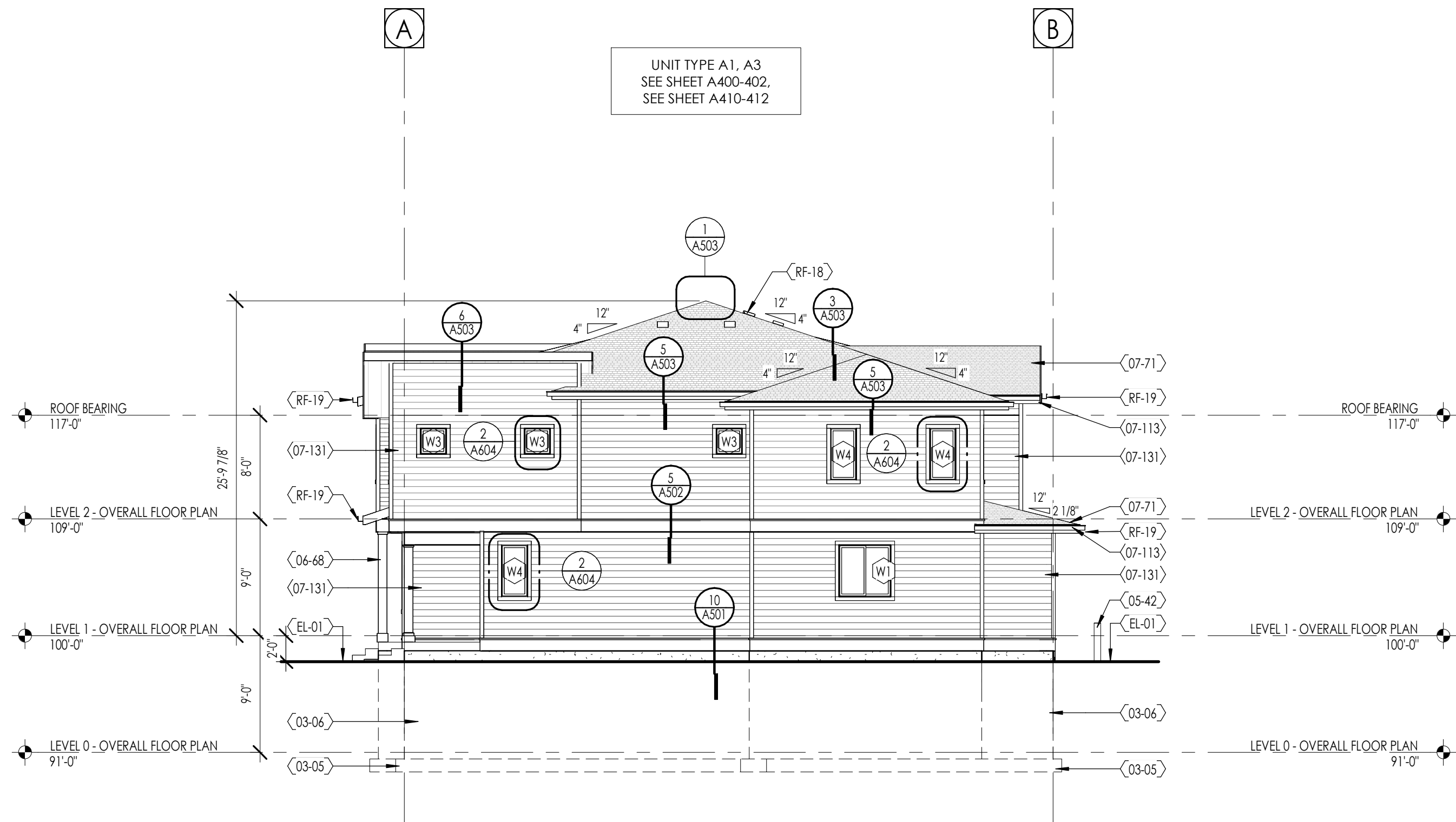
PERMIT SET



REAR ELEVATION

1/8" = 1'-0"

1
A202



RIGHT ELEVATION

1/8" = 1'-0"

2
A202

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING 6' EXP. MANUF.: JAMES HARDIE COLOR: VARIES; SEE COLOR ELEV'S & COLOR CHART
	FIBER CEMENT STAINED LAP SIDING 4' EXP. MANUF.: JAMES HARDIE COLOR: VARIES; SEE COLOR ELEV'S & COLOR CHART
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LENNAR
SERIES 3 - MOAB
6 PLEX 01

PROJECT NO. 23058
DATE: 28 MAR 2024
REVISIONS:

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A202

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PERMIT SET













Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

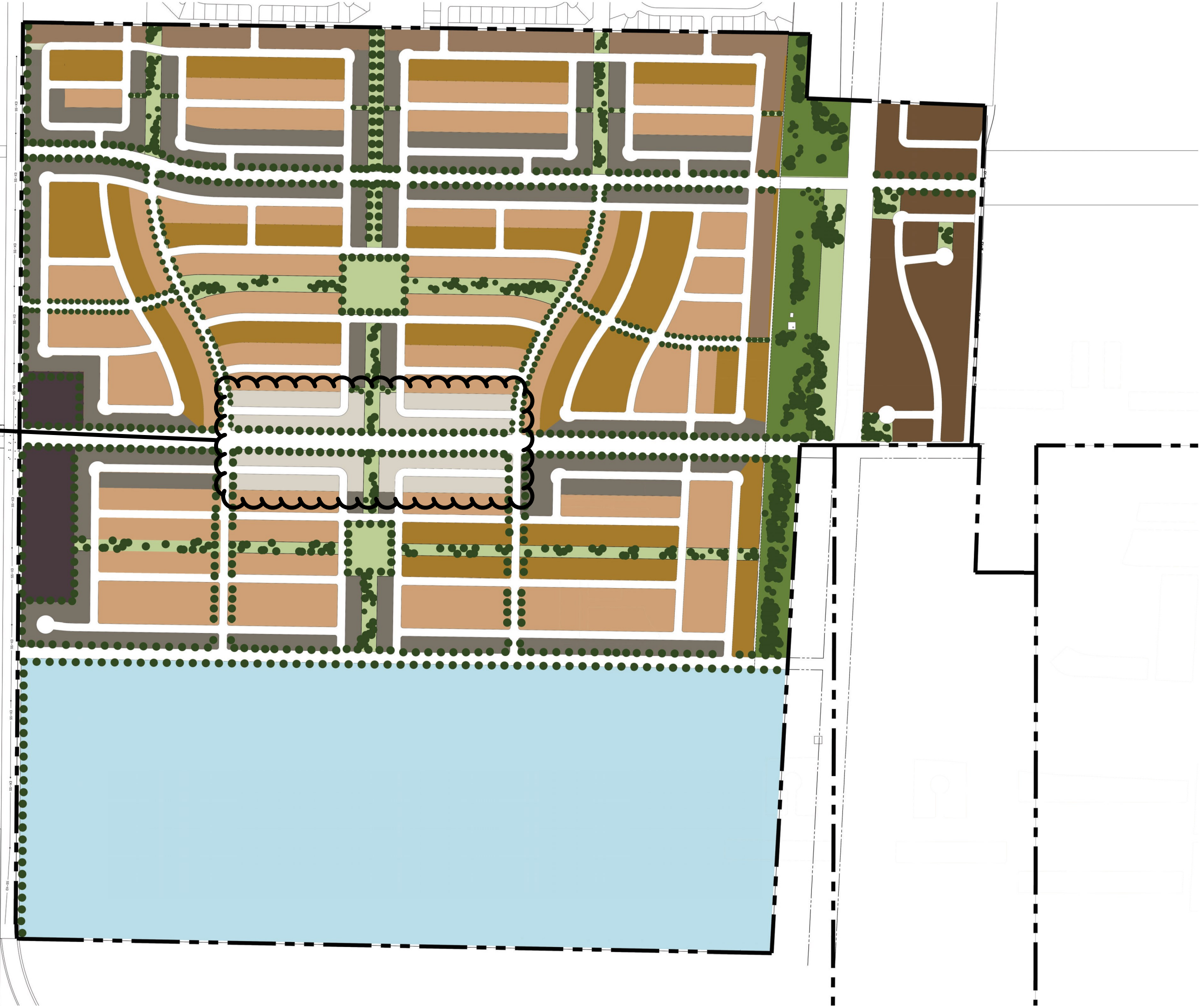
Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

Open Space - Improved

Open Space - Natural



Land Use Map

Foothill Residential



Neighborhood Residential 1



Neighborhood Residential 2



Community Commercial



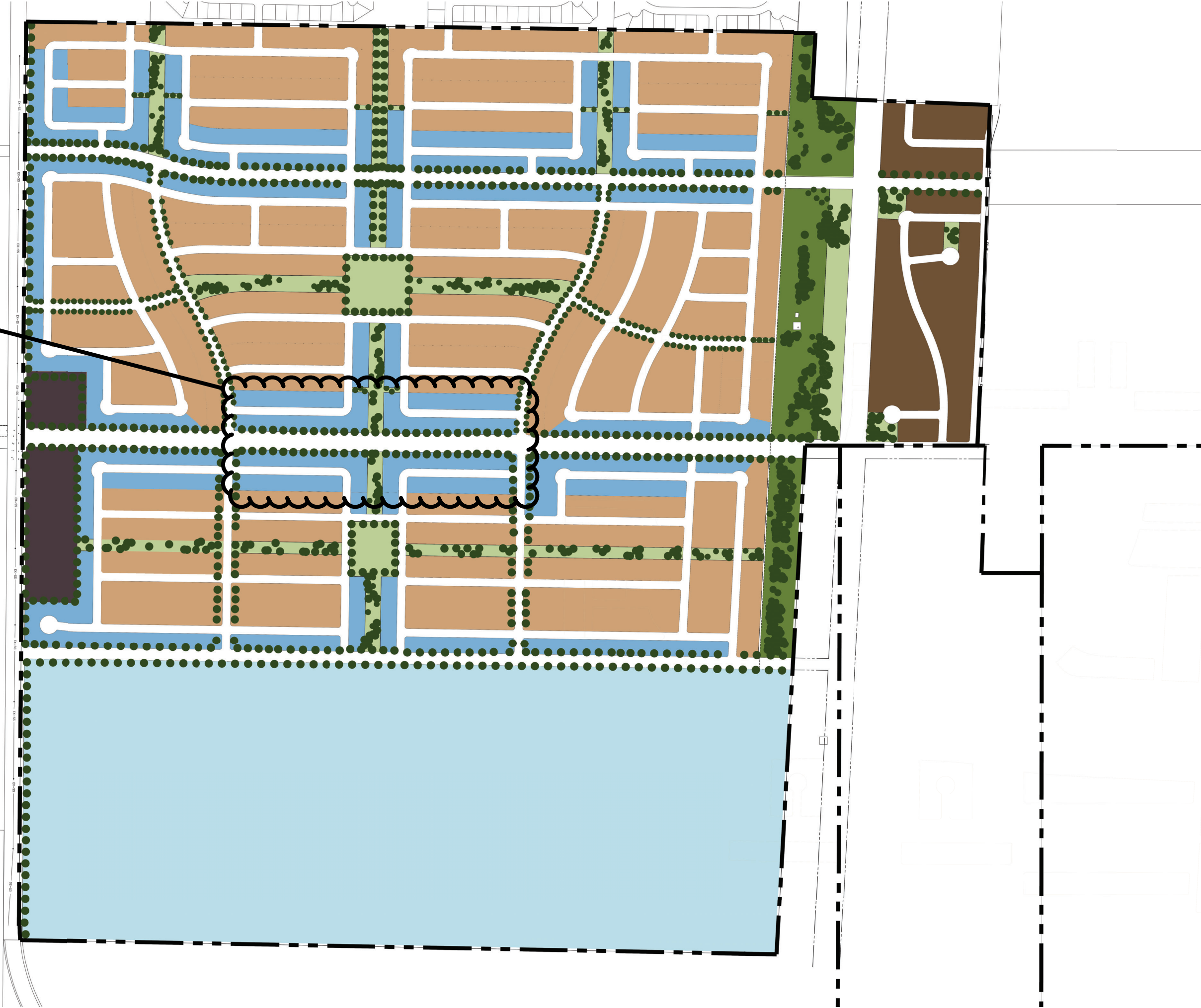
Business Park - Light Industrial .
no change proposed



Open Space - Improved



Open Space - Natural





EAGLE MOUNTAIN CITY COUNCIL JOINT WORK MEETING – SPECIAL TRANSPORTATION SESSION

JANUARY 8, 2025, 6:00 PM
FOX HOLLOW GOLF COURSE CLUBHOUSE
1400 N 200 E, AMERICAN FORK, UT 84003

***Minutes provided by American Fork City*

ELECTED OFFICIALS PRESENT: Councilmembers Donna Burnham, Melissa Clark, Rich Wood, and Brett Wright. Mayor Tom Westmoreland and Councilmember Jared Gray were excused.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager/Community Development Director; Gina Olsen, City Recorder; Vince Hogge, City Engineer; and Brandon Larson, Planning Director.

AMERICAN FORK OFFICIALS PRESENT: Mayor Brad Frost, Councilmembers Ryan Hunter, and Ernie John; City Administrator David Bunker; Assistant City Administrator Camden Bird; Public Works Director Sam Kelly; Police Lieutenant Stuart Fore; and City Recorder Terilyn Lurker.

TOWN OF CEDAR FORT OFFICIALS PRESENT: Mayor Wyatt Cook.

FAIRFIELD TOWN OFFICIALS PRESENT: Mayor Hollie McKinney; and Councilmembers Richard Cameron, and Michael Weber.

LEHI CITY OFFICIALS PRESENT: Mayor Mark Johnson; Councilmembers Paige Albrecht, Paul Hancock, Heather Newall, and Michelle Stallings; City Engineer Lorin Powell; and Assistant City Engineer Brad Kenison.

CITY OF SARATOGA SPRINGS OFFICIALS PRESENT: Mayor Jim Miller; Councilmembers Aubrey Barton, Christopher Carn, Lance Wadman, and Stephen Willden; City Manager Mark Christensen; and Public Works Director/City Engineer Jeremy Lapin.

OTHERS PRESENT: Jeff Acerson, UTA Boardmember; Eric Rasband, UDOT Region 3 Planning Manager; Josh Gibbons, Hales Engineering; and Rob Shelton, American Fork Resident.

6:00 PM JOINT WORK SESSION

1. WELCOME

Mayor Brad Frost welcomed everyone to the meeting at 6:05 p.m. and explained the purpose of the joint work session was to discuss the transportation needs of the communities. They were there to receive information and data from the consultants and engineering groups that had been meeting. They needed to look at the transportation needs for build-out, not just the current needs. He indicated Eric Rasband, Josh Gibbons, and Sam Kelly would present information to the attendees.

2. DISCUSSION ON TRANSPORTATION ISSUES

Eric Rasband, UDOT, explained that they were approached by Lehi City with proposals regarding transportation in the vicinity of Camp Williams. They then brought in a firm to come in and help with that. The population they were given at the start of the study was about 200,000 less than what would be covered in today's presentation, but the information would still be similar. They looked at the freeway connection, which would carry a lot of traffic and pull traffic off 2100 North. They are dumping 60,000 to 70,000 trips a day onto I-15 and Mountain View Corridor. The initial look validated their concerns that there would be congestion. They ran through several options for what they could do to make it work. and came up with a collector-distributor system. This is a one-way frontage road system where they exit off the main line lanes and the entrances/exits happen along the frontage road. He noted they would need to add 3-4 collector-distributor lanes on I-15 at the point of the mountain to make this work. Mr. Rasband stated this was in MAG's plan as a vision, unfunded project. He indicated that WFRM and MAG have been heavily involved and the information they put together will be shared with them.

Josh Gibbons, Hales Engineering, stated they have been working with Lehi and other cities on transportation issues trying to find solutions that benefit everyone. He presented the growth projections, went over the two focus areas, origin-destination analysis, and transportation options. (*See attached presentation.*)

Growth Projections

Mr. Gibbons said they reached out to city personnel and asked for a full buildout population, which was overall around 670,000 people between all the participating cities. The 2024 numbers they had seen were low across the board.

Mr. Mark Christensen stated he will be advocating they go to an occupancy number as they look at growth projections. He pointed out that with incorrect data, they would always be behind in all their projections.

Mr. Gibbons continued there were two focus areas: Point of the Mountain and the area north of Utah Lake.

Point of the Mountain.

They have done some analysis on these to see what the road would look like and the impact it would have on other roads. A map showed the current plan and funded roads, trends for traffic, and the impact on connections. Mr. Gibbons went over the calculations with the proposed routes, with the projected traffic volumes. Overall, there are benefits for shorter travel distances, and helps Porter Rockwell work as a 7-lane road. He noted that UDOT was ramping up their study and there would be better information available.

North Lake Area

He noted that MAG has a freeway on three potential alignments: Pioneer Crossing being converted from an arterial road to a freeway; Pony Express alignment that would come from I-15 on the southeast to tie into Mountain View Corridor; and the third proposed was to go off 1500 South, across Utah Lake, and tie into a variety of points.

Mr. Gibbons stated that the capacity was how much a road can manage, and presented the maximum they could carry. However, congestion and delay come when the volume is less than what was shown

in the chart. He noted the information on the slide was for one freeway for each option, not multiple freeways. Mr. Gibbons presented the estimate of cars on the road for each of the scenarios, which helps them understand the routes that would be more desirable for people to take. It was noted that if the freeway roads are taken out or shut down, it results in a lot of traffic on other roads. The idea behind these scenarios is that they have more alternatives in emergency situations.

Origin-Destination Analysis

He showed the map of the routes people take that will use the proposed freeways using all three scenarios. It shows where the majority of roads are being used. He explained that all roads were included in the maps, but each individual map showed who was using that particular freeway and where they started and were heading; it was specific to those people on that freeway.

Some of the attendees did not agree with what was shown on the map and the assumptions made.

Transportation Options

Mr. Gibbons stated they also needed to talk about other transportation options, such as high-capacity transit routes. As the routes are planned, they need to talk about whether they want that route to include high-capacity transit.

Mr. Gibbons also went over a few specific spots, such as American Fork Main Street. The traffic volume is 35,000 to 40,000 cars a day, and they would expect some growth here. This was one spot that needed to be looked at as a potential problem spot, as it is already congested. There were also impacts along Pony Express Parkway and Ranches Parkway that have similar issues.

Sam Kelly, American Fork City Public Works Director, stated the technical group of engineers and public works directors have been meeting and looked at the data. They understand there are still issues they need to have addressed, but they created a spreadsheet to list the support or opposition to the different options. This was simply looking at the data, and the general feelings of the cities.

There was a discussion on whether the cities were in support or opposition of the options. Some attendees felt the councils were not presented with this information, nor did they give any implied support. They felt the information needed to be given out to the cities so each council can review the information and make an informed decision. Frustration was expressed that they were back to square one, where there was a lack of communication and incorrect data. It was noted that if the cities had better information to be used, then they should provide the data they have to the consultants. The engineering group does their best with the information they are given, but the data presented will not be correct if the numbers are not correct.

Mr. Bunker stated this was a starting point, not the end, and if there is information that needs to be corrected, they need to provide that to the engineering group. It was restated that the data used in the calculations was obtained from city planning and engineering departments or UDOT. The purpose of this meeting was to constructively say where there were inaccuracies and what they need to do to move forward. The data they were using was the full build-out numbers, which was higher than current assumptions.

Mayor Mark Johson stated he was the one who suggested the consultants reach out to City staff members to allow for work to be done independently of any political group, as they did not want to

influence any of the decisions. He felt the City engineers were working hard and would love to have updated information so the projections would be correct.

Mayor Frost stated they are moving this forward by learning something. He stated one question was if the City engineers had the most current information, and they needed to leave this meeting figuring out how they come up with the best solutions. It was acknowledged that one benefit of this body was that they recognized other organizations do not have the correct numbers, which would hinder them if they were using the wrong numbers. It was noted that the data used was for buildout, which was provided by the cities; it was not based on MAG numbers.

One attendee commented that they need to come up with a southern solution, or they are not solving the problem. They need something on the lake. It was pointed out that all scenarios presented did include a planned lake connection at Pelican Point.

Attendees agreed that the correct data needed to be included in the models. The numbers for Cedar Fort and Fairfield have been included, but it was the data that was provided by MAG; they need to get the correct data.

Mayor Frost stated they need to talk about how the City engineers get together and compile data, as well as how they obtain their data. He noted that everyone has skin in the game, but it has been Lehi that has been paying for everything; it should be a shared cost as it takes time and money. He questioned what information they would like to see moving forward. One request was that the models include all the roads, as well as information on how one road would impact the other roads, such as the difference in traffic flow.

Lehi City Engineer Lorin Powell explained they have been developing this for the last few years, and they were there to get information from the cities. They got the data from the planners, which is the information they put into the models. He was not sure if the staff went back to the councils with information. One attendee stated he wanted to trust their staff but wanted to know that the correct data was included.

An attendee commented that once some of the roads go in, the building patterns can shift. For instance, if a road goes in over the lake, it will open development further south in Saratoga Springs.

Lorin Powell noted they have not even talked about water rights. If they do not have water, the projections they have will not matter. If they do not have water, they do not have any development.

A concern expressed was that the support/opposed chart was premature and should be left off until the councils have a chance to look at the data.

The updated information should be given to any member of the technical group, but Lehi City could take the information. It was suggested that each city give directions to their staff to take back to the technical group.

Mark Christensen expressed his concern that there wasn't a whole lot to do to change the course until the environmental impact studies (EIS) are done. An EIS will not take place as there is no funding for that, so they need to aim for funding. He felt that the talk on the Utah Lake crossing is contingent on the EIS.

Where should they focus their energy? He felt they needed to all work together on projects today that will help the cities with transit now, while they work on long range plans.

There was a discussion among the attendees about what they should focus on. Some felt they needed to focus on what they can do now, while others felt they needed to come up with an end goal or they could miss the mark now and must build the same road over and over.

Mark Christensen stated it was important that the cities work together so one community was not finished with their portion of a road while the other cities are not; he felt it was critical to solve that in the next couple of years. Mayor Johnson commented that Lehi was working on obtaining funding for transportation; they have obtained funding for two lanes on the Pony Express parkway and are asking for funding for five lanes. He felt that without funding, they didn't have a project. Lehi has the best transportation lobbyist in DC working for them to secure funding for projects.

Lehi Assistant Engineer Brad Kenison explained they have \$6 million to purchase ROW for Pony Express and were waiting for additional funding and the EIS to begin moving forward. It was important they determine the road width, so they know what to build.

Mayor McKinney said one thing that needed to be considered was what traffic was currently on the road. For instance, there are landfills in Fairfield that bring in 150 semi-trucks on the roads each day. Mr. Kenison explained the MAG models are based on land use and not just population and pointed out they were looking at build-out numbers.

Mark Christensen questioned when they would begin construction, to which Mr. Denison explained they were moving forward and hoping to start on the two lanes in 2027-2028.

Mayor Frost explained that the councils need to make sure their engineers have the information they need. It was expressed that the technical group should not make assumptions that everyone knows what is included when they put out any projections.

Mark Christensen stated the city councils need to give the Hales Engineering group direction, or they will continue to work in circles. For example, Saratoga Springs has set aside a 180-foot cross section preserved for Pony Express Parkway. They may not agree on everything, but they can agree on what to preserve for the corridor so future development does not overrun it. Mr. Christensen explained they are ready to build the first three lanes of the road to Lehi now, but if Lehi was still five years off then it did them no good. He stated they need relief now, not five years down the road.

Mr. Christensen added he hoped that Lehi and American Fork were amenable to asking MAG for their funding sooner. Mayor Frost answered that it was important for them to see the end goal; once he saw that he felt they could make short- and long-term decisions. Councilmember Rich Wood disagreed, stating they needed to provide services to those who have elected them, which means they need to plan for the future but they can't sacrifice what they need now. He questioned if Lehi and American Fork would partner with them now to finish short-term solutions; they cannot wait for 2028 for this to take place.

Mayor Mark Johnson noted there were only a handful of those in attendance that are voting members of MAG. He commented they do want to improve Pioneer Crossing, and MAG has agreed to fund them.

They have done what they can do. He felt that if they all agree to a plan, it will make it easier for them to vote together at MAG for funding.

Councilmember Richard Cameron commented they need to know what the action items are and who was making the assignments for the next meeting, so they do not feel frustrated or like they are going backwards. If everyone puts forth an effort to accomplish their task, they can get things done at the next meeting.

Councilmember Ernie John stated they needed simple updates such as adding Cedar Fort and Fairfield and verifying they have the correct data so they can start moving. He commented that currently, Lehi was footing the bill, and it was not fair. They need the data so they can make decisions, and he felt they needed to know what the end goal was.

Councilmember Aubrey Barton stated they have not talked about what they can do. Next time, they could focus on what they can do now with the information they have rather than what they need to do.

Councilmember Heather Newall felt they needed to have a priority list and a timeline for the projects.

Councilmember Barton thought that they should put one person in charge to keep this moving in one direction.

Mayor Frost felt they needed to know what the end goal at build-out was so they could start moving forward.

Mark Christensen asked if one of the action items was for the engineering groups to get the EIS in front of MAG or determining the corridor width? He felt they needed to keep everything moving forward.

It was noted the legislative session was soon starting and they needed to make sure they had a presence there.

It was noted the next meeting would be on April 29, 2025, at 6:00 p.m. in Eagle Mountain.

3. ADJOURNMENT

The work session ended at 7:55 PM.

Approved by the City Council on January 21, 2025.

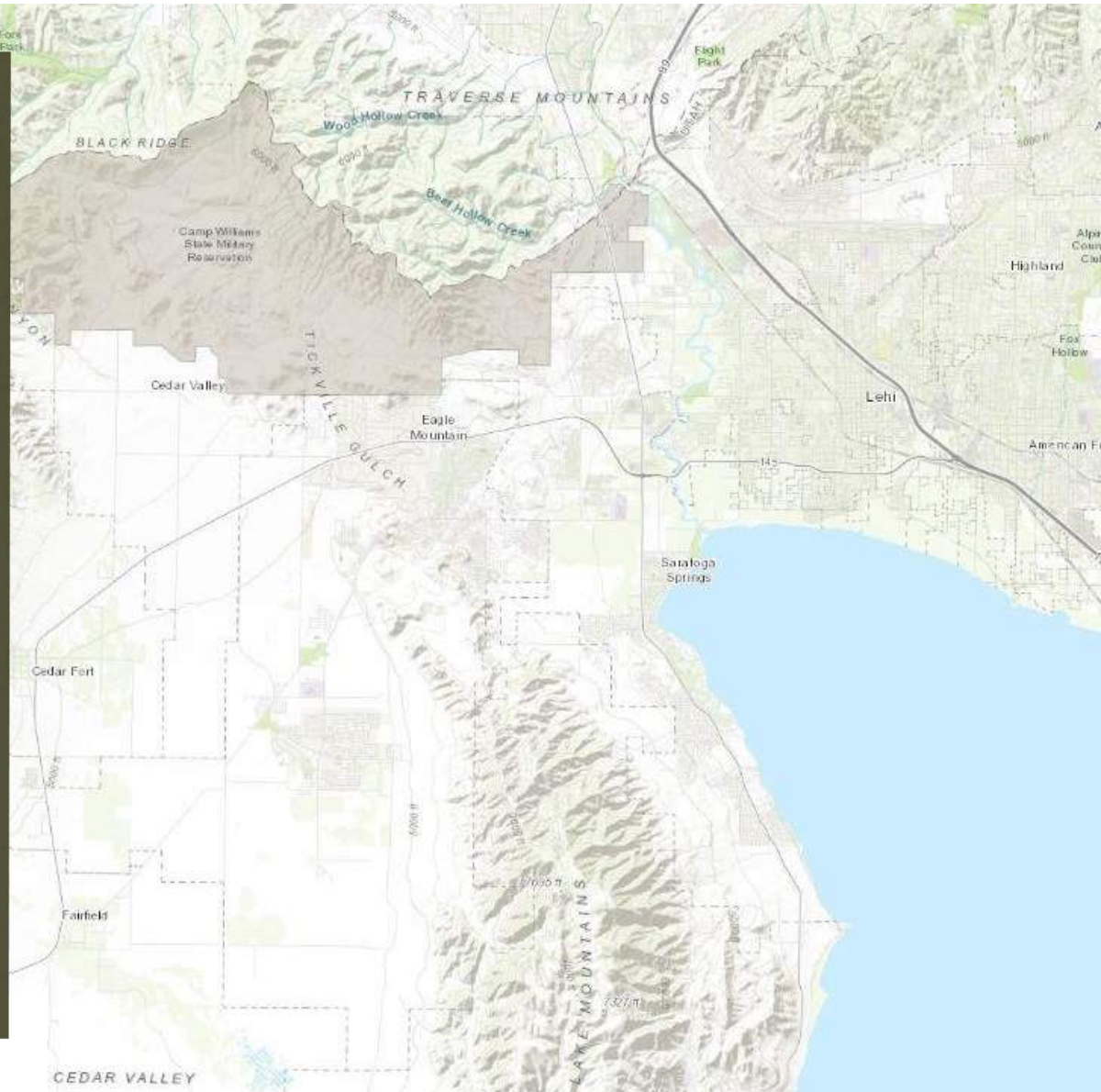
Gina L. Olsen, CMC
City Recorder

North Utah County Transportation

January 8, 2025

Josh Gibbons, PE, PTOE, RSP1

HALES  **ENGINEERING**
innovative transportation solutions



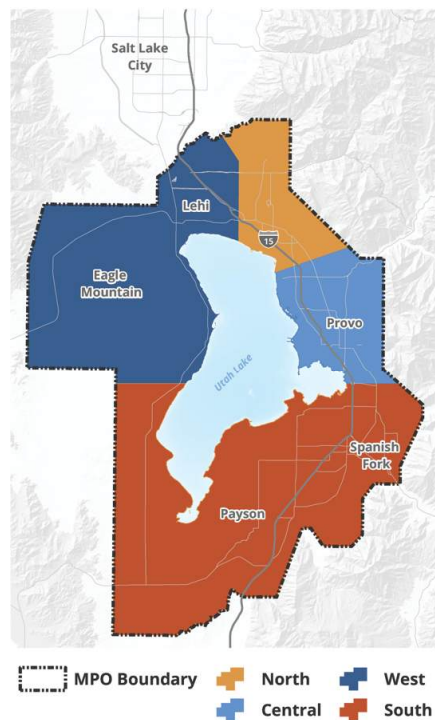
Growth Projections

MAG RTP (2023)

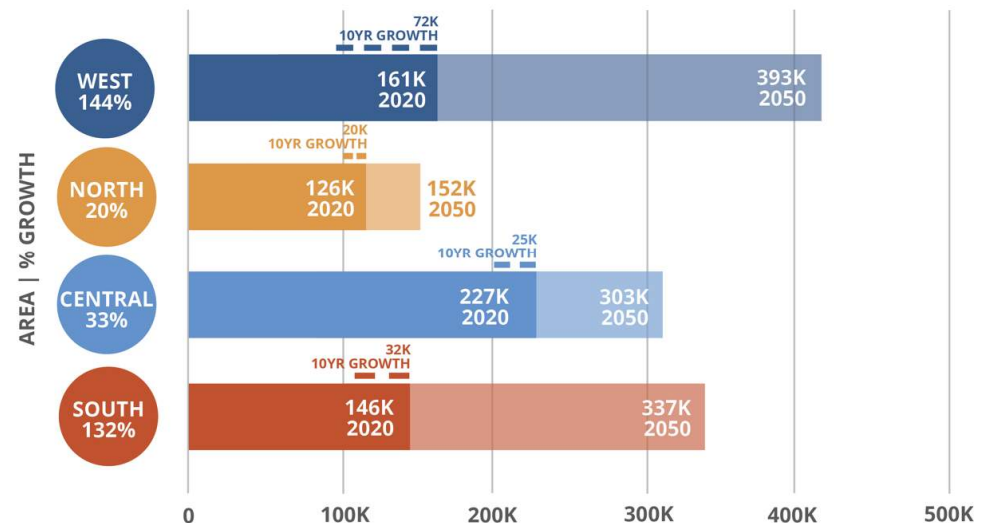
■ Focuses on 2050

WEST AREA

Between 2000 and 2020, the West Area (including Lehi, Eagle Mountain, and Saratoga Springs) has been the epicenter of statewide population growth, adding more than 150,000 people. Future population reaches 393,000 people by 2050 equaling Utah County's total population around the 2002 Olympics.



POPULATION GROWTH BY SUB-COUNTY AREA



Anticipated Full-Build Growth

- Long-term impacts and right-of-way needs may be missed in a 2050 outlook

City	Population		
	2024 (MAG)	2050 (MAG)	Anticipated Full-Build
Lehi	90,000	113,000	185,000
Saratoga Springs	45,000	135,000	155,000 (+10,000)
Eagle Mountain	50,000	145,000	240,000
American Fork	40,000	47,000	80,000
TOTAL	225,000	440,000	670,000
% of Full-Build	34%	66%	100%

Focus Area 1: Point of the Mountain

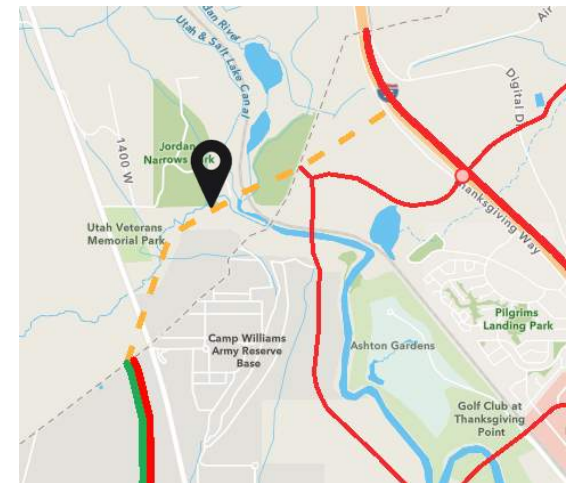
Regional Plans

Point of the Mountain Commission (2018)

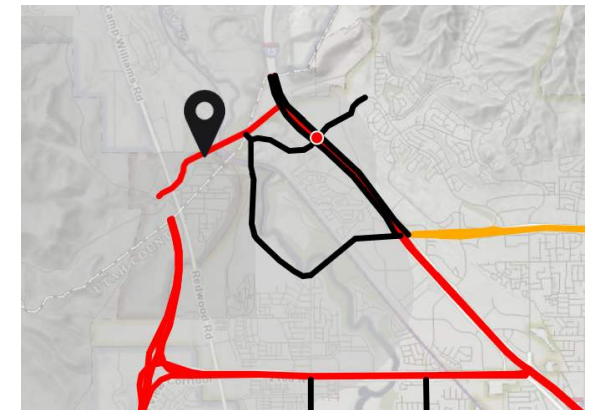


Mountainland Association of Governments (MAG)

*Previous
2019 RTP:*

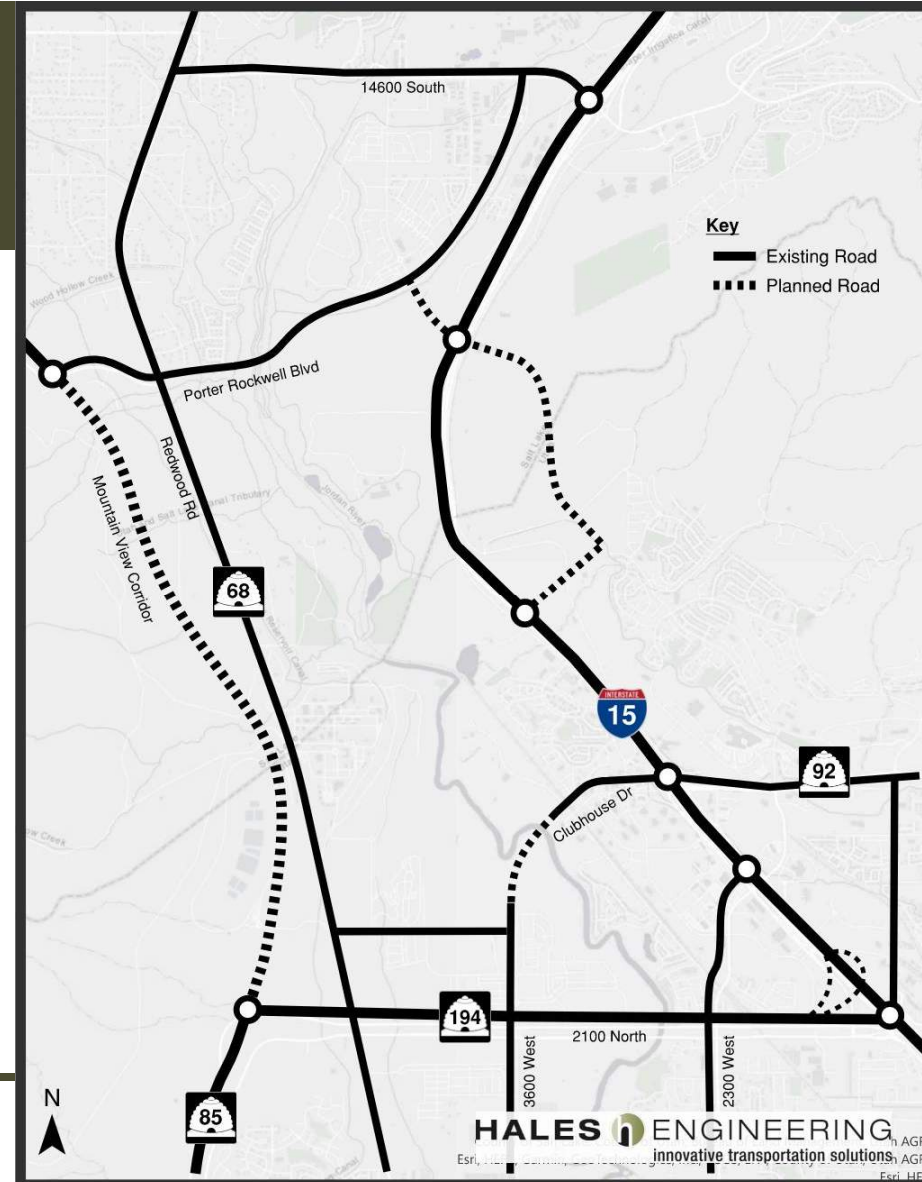


*Adopted
2023 RTP:*



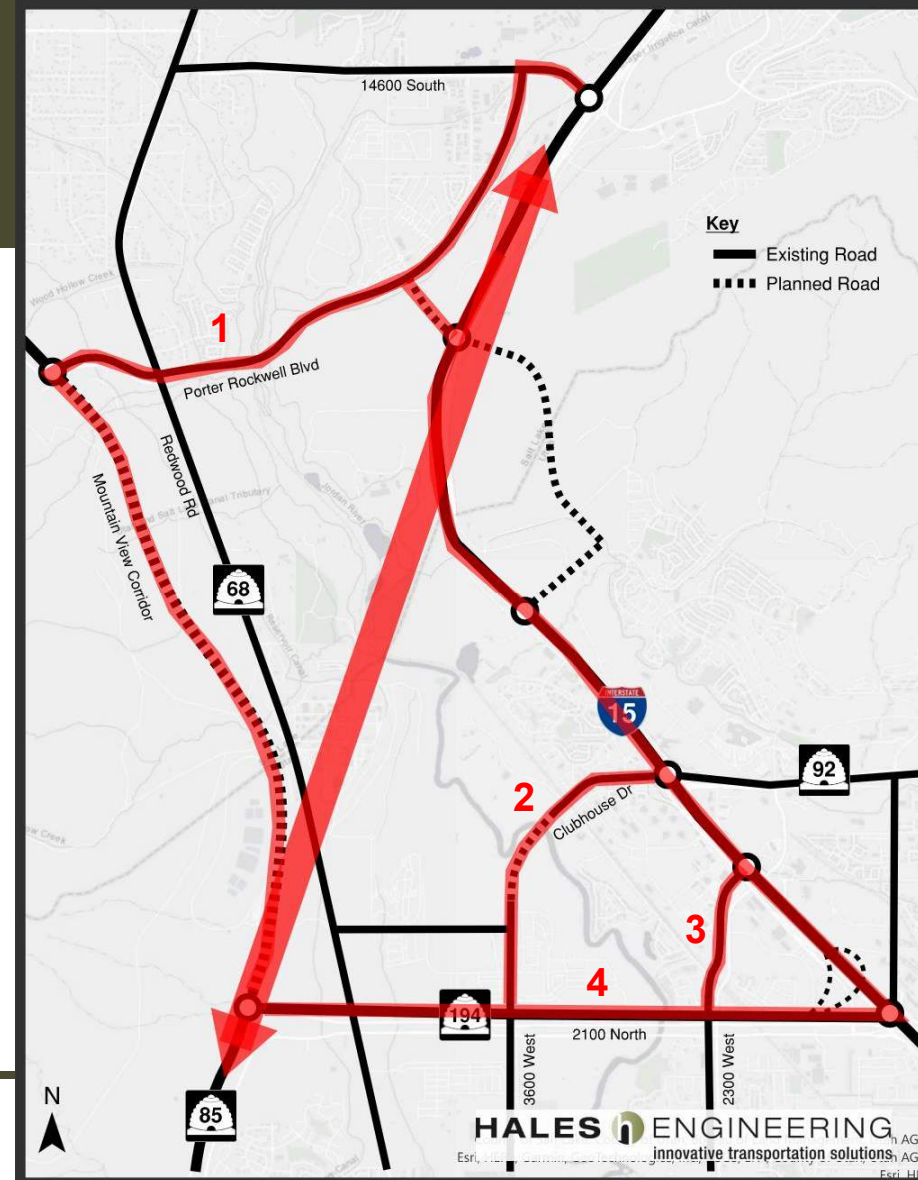
Planned Conditions

- Planned roadways by Lehi, Bluffdale, WFRC, MAG, and UDOT include:
 - Mountain View Corridor (MVC) freeway
 - Clubhouse Drive extension
 - New Bluffdale interchange
 - New North Lehi I-15 interchange
 - Flyover ramps at 2100 North / I-15

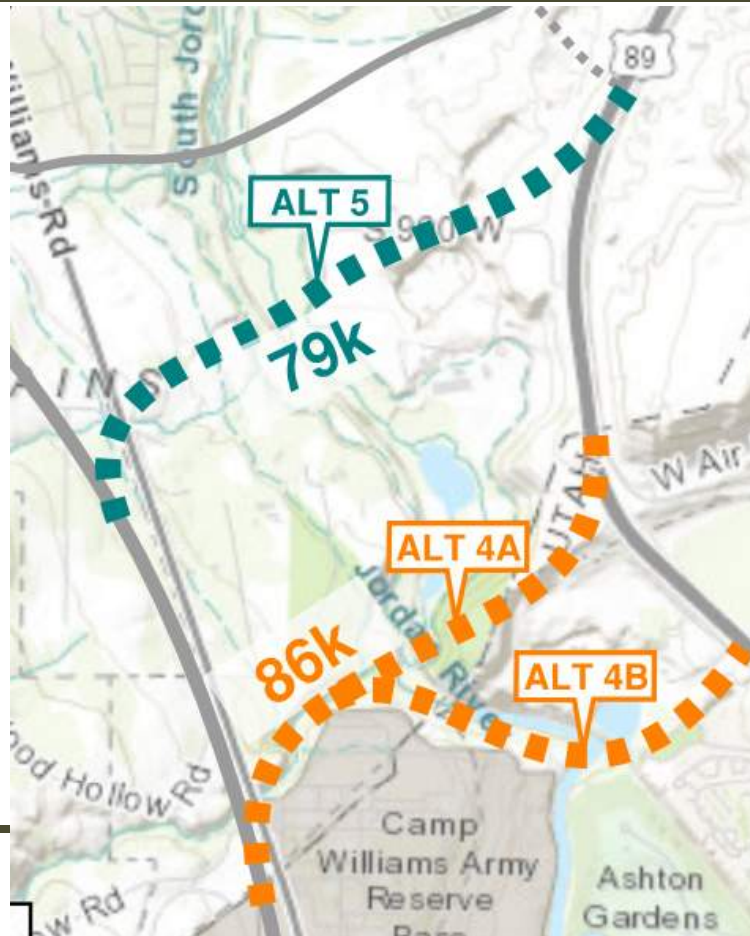


Trends

- Significant travel pattern trends between North I-15 to South MVC
- Results in the following roadways carrying heavy volumes of traffic:
 1. Porter Rockwell Boulevard (Bluffdale/UDOT)
 2. Clubhouse Drive Extension (Lehi/UDOT)
 3. Triumph Boulevard (Lehi)
 4. 2100 North Freeway (UDOT)

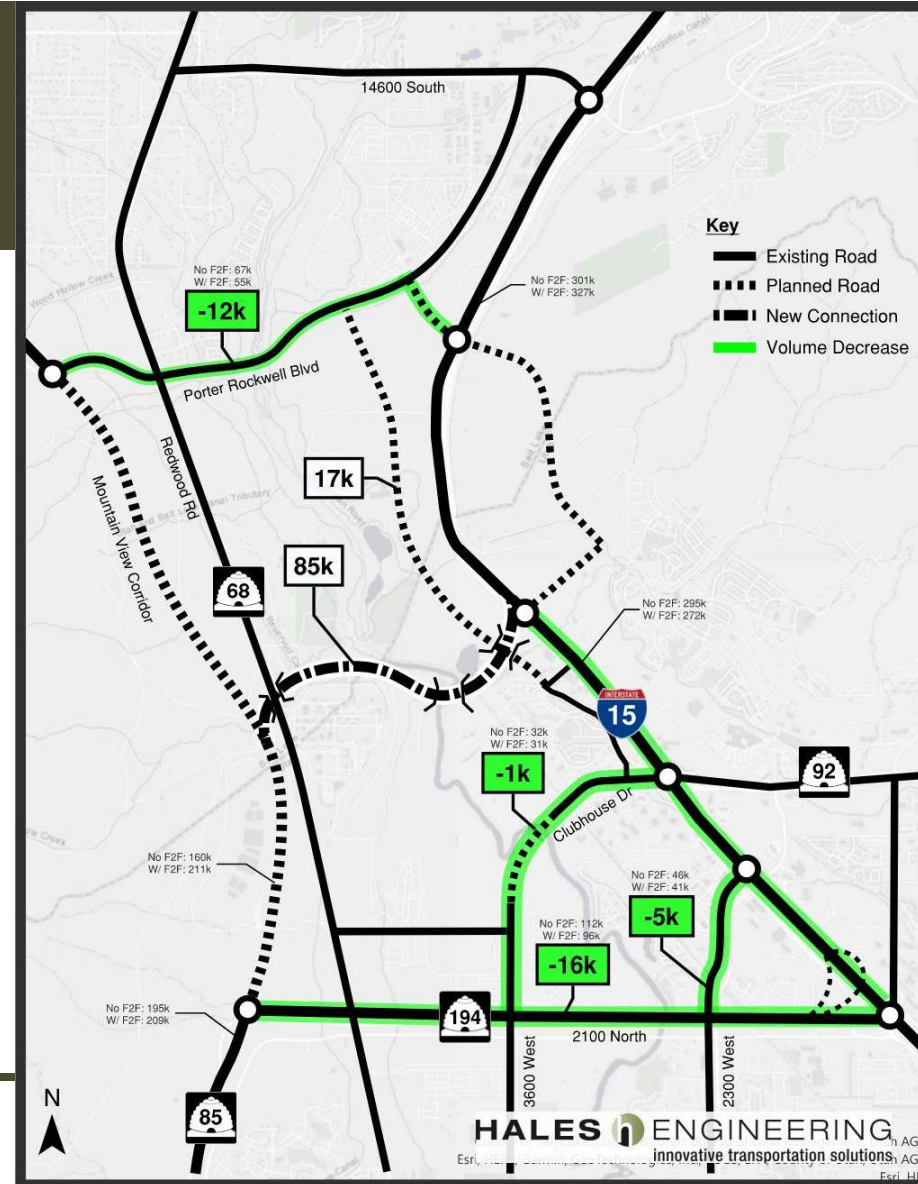


Alternatives



Connection Impact

- Decreased volume and congestion on several roadways
- Decreased freeway travel distance between point of the mountain and 2100 North / Mountain View Corridor interchange:
 - Without connection: 6.6 miles
 - With connection: 3.2 miles
- UDOT currently studying various scenarios



Focus Area 2: North Lake Area

Freeway Alignment Scenarios

Scenario 1: Pioneer Crossing

Scenario 2: Pony Express Parkway

Scenario 3: North Lake Shore



Capacity

- Scenario 3 (a & b) has the highest overall capacity over all four key east-west routes

Road	Daily Capacity (LOS E/F Threshold)			
	Scenario 1 (Pioneer)	Scenario 2 (Pony Express)	Scenario 3a (N Lakeshore)	Scenario 3b (N Lakeshore)
North Lakeshore Freeway	N/A	N/A	164.7k (8 lanes)	
Pony Express Pkwy	41.2k (5 lanes)	164.7k (8 lanes)	41.2k (5 lanes)	
Pioneer Crossing	164.7k (8 lanes)	58.8k (7 lanes)	58.8k (7 lanes)	
Lehi Main Street	41.2k (5 lanes)	41.2k (5 lanes)	41.2k (5 lanes)	
Total	247.1k	264.7k	305.9k	

Note: Capacities based on UDOT Pioneer Crossing Arterial study capacity assumptions, which generally higher than the generalized daily service volumes in the Highway Capacity Manual.

Volume Demand

- Build-out projections assumed
- **Scenario 2** results in the highest freeway demand while **Scenario 3a** results in the highest overall demand over four key east-west routes.

Road	Full-Build Daily Traffic Volumes			
	Scenario 1 (Pioneer)	Scenario 2 (Pony Express)	Scenario 3a (N Lakeshore)	Scenario 3b (N Lakeshore)
North Lakeshore Freeway	N/A	N/A	100.1k	81.9k
Pony Express Pkwy	29.7k	112.2k	13.1k	17.3k
Pioneer Crossing	110.4k	36.7k	39.2k	47.2k
Lehi Main Street	20.5k	24.4k	24.6k	26.2k
Total	160.6k	173.3k	177.0k	172.6k

Note: Volumes shown just west of 2300 West in Lehi.

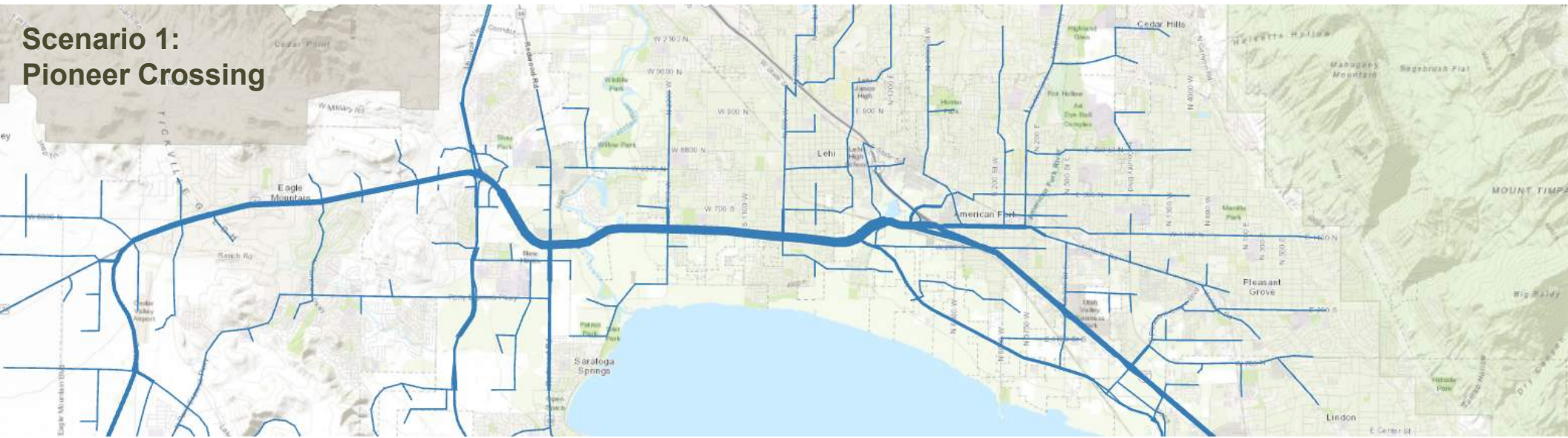
Capacity

- Higher capacities and redundant east-west routes protects the system in case of closures on a facility to carry east-west demand of 160k-180k vehicles

Road	Daily Capacity (LOS E/F Threshold)			
	Scenario 1 (Pioneer)	Scenario 2 (Pony Express)	Scenario 3a (N Lakeshore)	Scenario 3b (N Lakeshore)
Non-Freeway Total	82.4k	100.0k	141.1k	

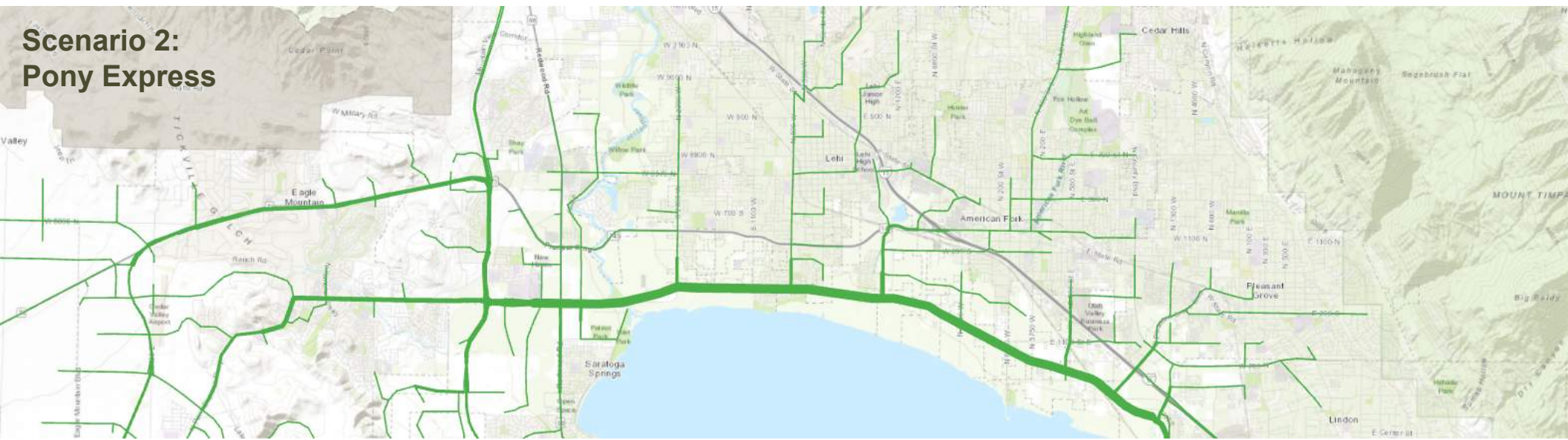
Origin-Destination Analysis

- Drivers between Eagle Mountain/Saratoga Springs area and the Provo/Orem area would be the primary users of an east-west freeway
- This map shows the driving routes of vehicles that would use the freeway:



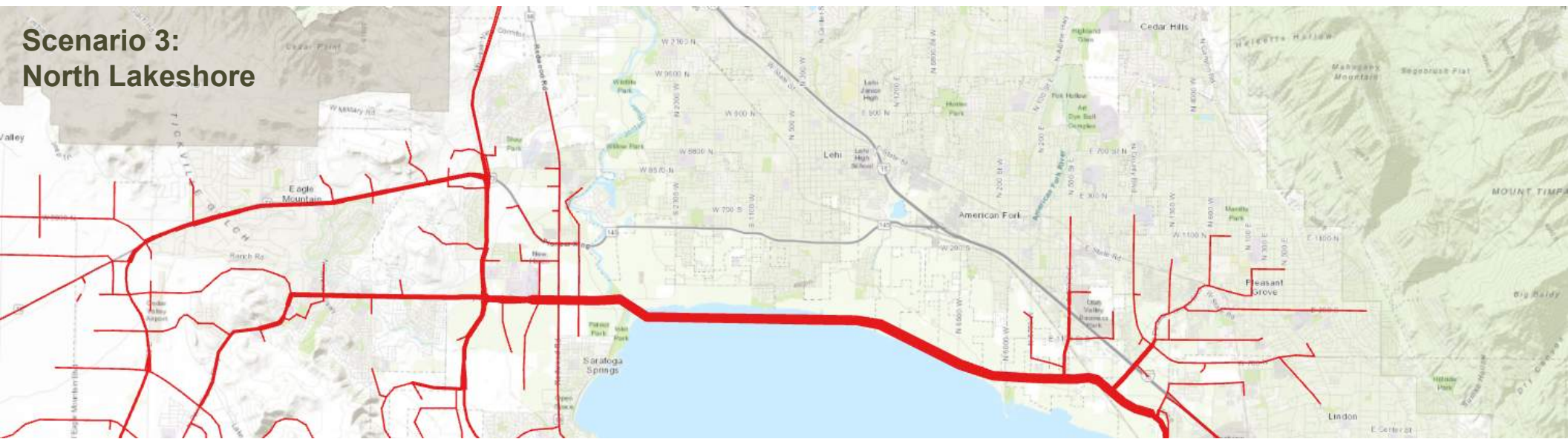
Origin-Destination Analysis

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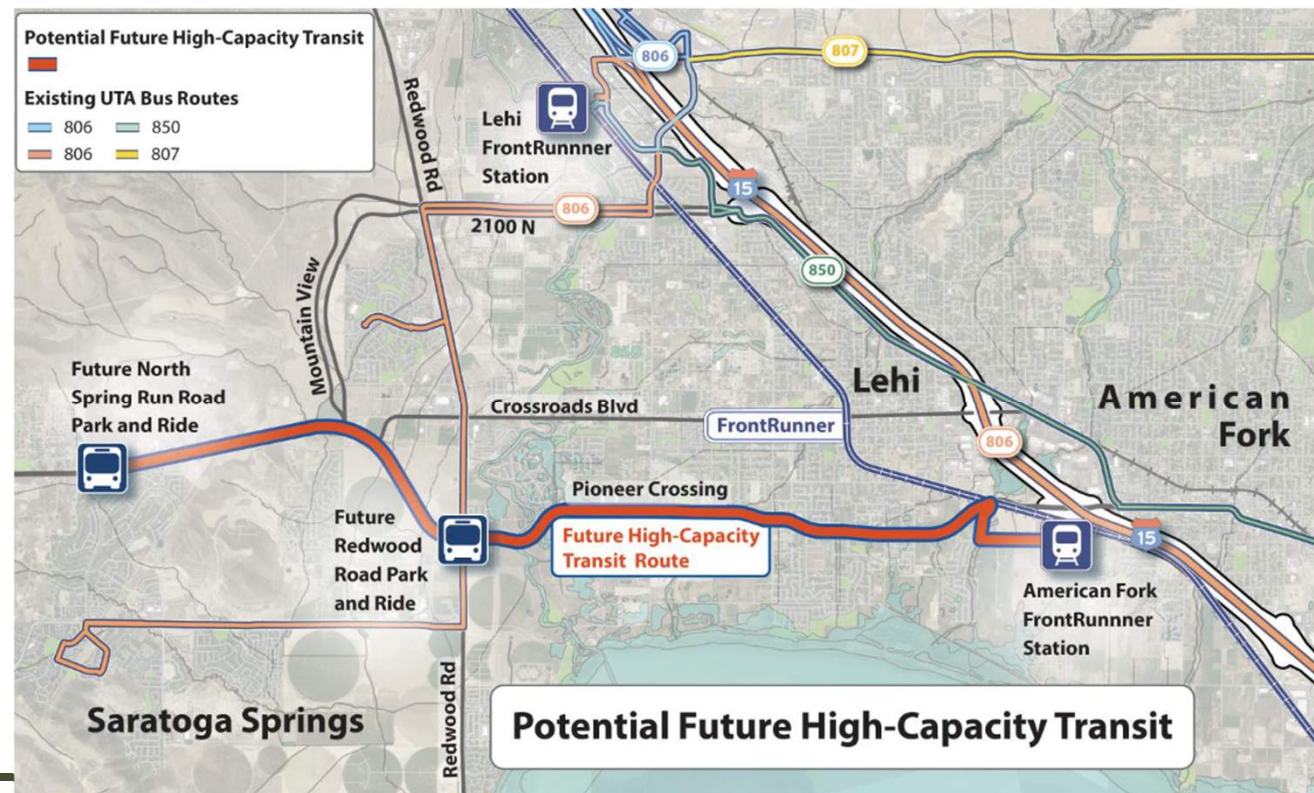
Origin-Destination Analysis

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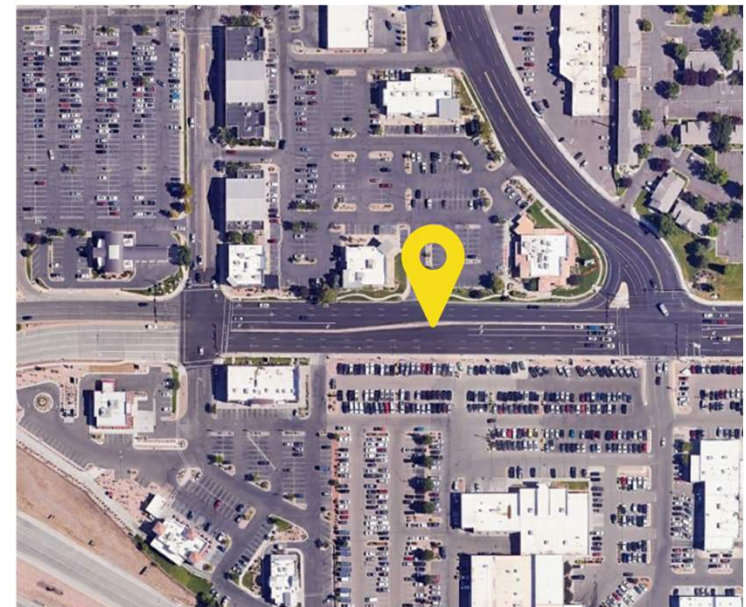
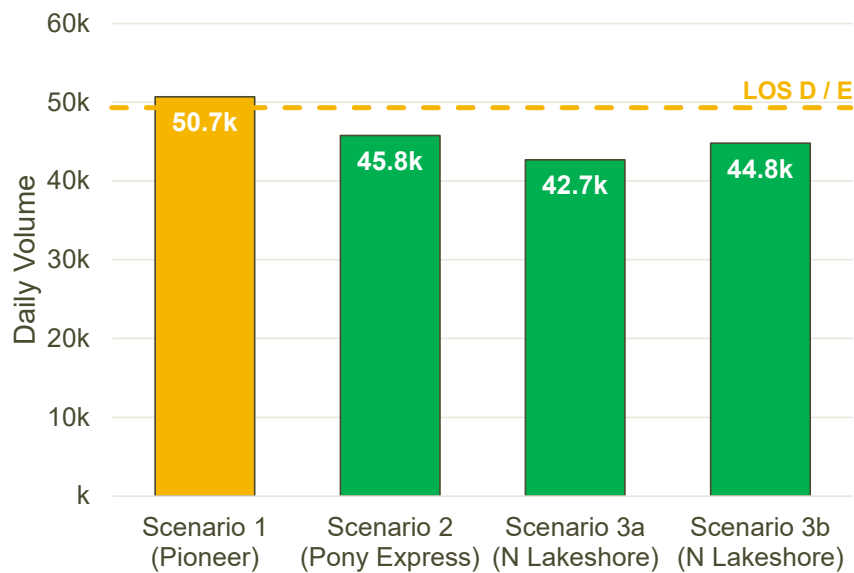
Transportation Options

- Proposed transit options in UDOT study:
 - “Long-term vision for high-capacity transit including **dedicated right-of-way** for transit beyond year 2050”



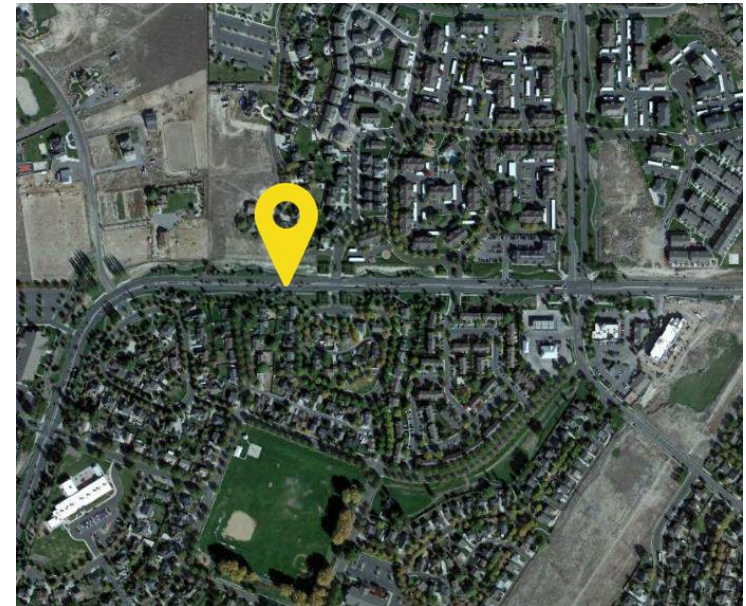
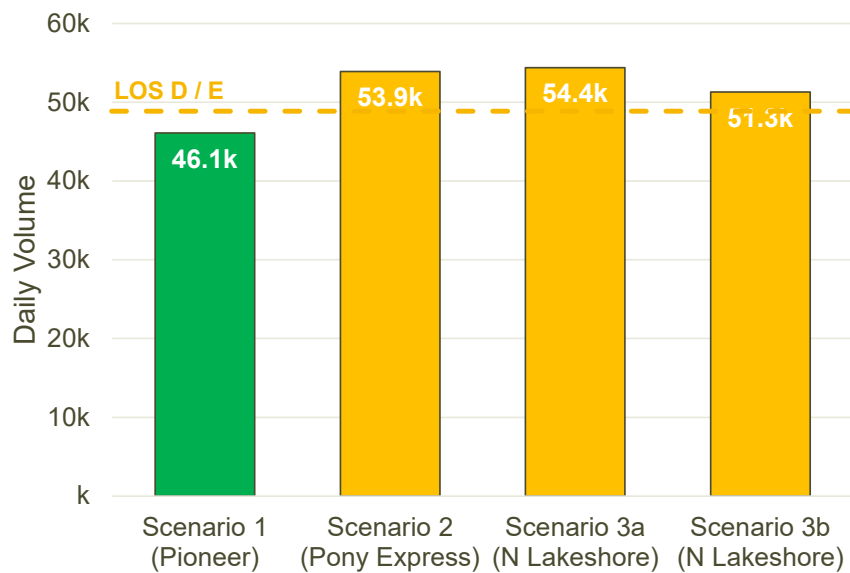
Regional Impacts

■ American Fork Main Street, east of I-15:



Regional Impacts

■ Pony Express Parkway, west of Ranches Pkwy:



City Support / Opposition

City	Point of the Mountain Connector	East-West Freeway		
		Scenario 1: Pioneer Crossing	Scenario 2: Pony Express	Scenario 3: North Lakeshore
American Fork	Support	Oppose	Oppose	Support
Lehi	Support	Oppose (4)	Oppose (3)	Support
Saratoga Springs	Neutral	Support	Oppose	Oppose
Eagle Mountain	Support (4)	Support (3)	Support (2)	Support (1)
Bluffdale	Support	Neutral	Neutral	Neutral
Options: Support, Oppose, Neutral		Priority/Ranking from 1 (High Priority) to 4 (Low Priority)		

Questions?



Josh Gibbons, PE, PTOE, RSP1

josh@halesengineering.com
801.889.4218



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES – SPECIAL JOINT SESSION Q&A WITH IDAHO NATIONAL LABORATORY

JANUARY 9, 2025, 2:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland and Councilmembers Donna Burnham, Melissa Clark, Rich Wood, and Brett Wright. *Councilmember Jared Gray was excused.*

CITY STAFF PRESENT: Fionnuala Kofoed, Assistant City Manager; and Gina Olsen, City Recorder.

CITY STAFF PRESENT ELECTRONICALLY: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Marcus Draper, City Attorney; Evan Berrett, Economic Development Director; Brandon Larson, Planning Director; David Stroud, Senior Planner, Robert Hobbs, Senior Planner; and Steven Lehmitz, Planner.

PLANNING COMMISSION MEMBERS PRESENT ELECTRONICALLY: Jason Allen, Bryan Free, Rod Hess, and Craig Whiting.

OTHERS PRESENT ELECTRONICALLY: Jess Gehin, Associate Laboratory Director for Nuclear Science & Technology at Idaho National Laboratory; Laura Nelson, Regional Engagement Lead at Idaho National Laboratory.

2:30 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 2:36 PM.

1. WELCOME AND INTRODUCTIONS

[The recording of the introductions can be found online here at 00:00:05.](#)

2. Q & A WITH IDAHO NATIONAL LABORATORY

The City Council and Planning Commission heard an overview from Jess Gehin at Idaho National Laboratory and asked questions about testing, development, and operations of nuclear power generation facilities.

[The recording of the discussion can be found online here at 00:02:28.](#)

3. ADJOURNMENT

The recording of the adjournment can be found online here at 00:53.11.

The meeting was adjourned at 3:29 PM.

Approved by the City Council on January 21, 2025.

Gina Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 21, 2025**

TITLE:	A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Governing Documents for Firefly Public Infrastructure Districts
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	Oquirrh Wood Ranch

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Governing Documents for Firefly Public Infrastructure Districts

BACKGROUND:

As part of the Firefly development, the City Council authorized the creation of 10 Public Infrastructure Districts ("PIDs"). The governing documents for those PIDs includes a potential annexation area of the entire Firefly development, which granted authorization from the City to annex those areas into the PIDs provided that certain conditions were met. Subsequently, the City and the Town of Cedar Fort completed a boundary adjustment that annexed into the City 120 acres of adjacent property formerly in Cedar Fort. The Applicant is now seeking to include the 120 acres in the potential annexation area for the PIDs through this amendment. The applicant is also seeking to remove approximately 500 acres directly east of Tyson from the potential annexation area at the request of the prospective buyer.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Firefly PID Governing Docs - Second Amendment
2. Second Amendment with Exhibits

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE SECOND AMENDMENT TO THE GOVERNING DOCUMENTS FOR
FIREFLY PUBLIC INFRASTRUCTURE DISTRICTS NUMBERS 1 THROUGH 10**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Second Amendment to the Governing Documents for Firefly Public Infrastructure Districts 1 through 10, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED 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 Second Amendment to the Governing Document for Firefly Public Infrastructure Districts 1 through 10, as set forth in Exhibit A.

2. The Second Amendment to the Governing Document for Firefly Public Infrastructure Districts 1 through 10 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 21st day of January, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 21st day of January, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

**SECOND AMENDMENT
TO THE
GOVERNING DOCUMENT
FOR
FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-10
EAGLE MOUNTAIN CITY, UTAH**

Original Governing Document Approved: July 5, 2023

First Amendment to Governing Document Approved: June 18, 2024

Second Amendment to Governing Document Approved: January __, 2025

SECOND AMENDMENT TO GOVERNING DOCUMENT

This SECOND AMENDMENT TO GOVERNING DOCUMENT (the “Second Amendment”), dated as of the _____ day of January, 2025, amends and supplements the Governing Document approved on July 5, 2023 by the City Council of Eagle Mountain, Utah (the “City”) for the Firefly Public Infrastructure District Nos. 1-10 (collectively, the “Districts”), as amended by that certain First Amendment to Governing Document approved and dated June 18, 2024 (collectively the “Original Governing Document”). This Second Amendment shall become effective upon passage of a resolution of the City and the District approving this Second Amendment in accordance with the provisions of the Original Governing Document.

ARTICLE I SCOPE OF SECOND AMENDMENT

Section 1.01. Purpose and Intent. The purpose of this Second Amendment is to: (a) withdraw 499.28 acres from the Annexation Area Boundaries of the Districts and (b) amend and replace **Exhibit A** (Legal Description of Firefly PID No. 1 and Annexation Area) and **Exhibit C** (Initial District Boundary and Annexation Map) in each of the Governing Documents for Firefly Public Infrastructure District Nos. 1-10.

Section 1.02. Effect of Second Amendment. Except as specifically amended herein by this Second Amendment, the definitions, terms, and conditions of the Original Governing Document shall remain in full force and effect and all of the provisions of this Second Amendment shall be deemed to be, and shall be construed as, part of the Original Governing Document to the same extent as if fully set forth herein.

Section 1.03. Effective Date. This Second Amendment shall become effective immediately upon adoption of resolutions of the City Council and the Board, each approving such Second Amendment.

ARTICLE II AMENDMENTS

Section 2.01. Annexation and Withdrawal. Section 3.02(a) of the Original Governing Document is repealed in its entirety and replaced with the following:

(a) The District shall not include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. For any part of the Annexation Area Boundaries which is not currently within the boundaries of the City, such area may only be annexed upon: (1) annexation of such parcel into the City; and (2) the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such.

Section 2.02. Governing Document - Exhibit A. **Exhibit A** (Legal Description of Firefly PID No. 1 and Annexation Area) in the Original Governing Document is repealed in its entirety and

replaced with the legal descriptions attached hereto as **Exhibit A** and by this reference incorporated herein.

Section 2.03. Governing Document - Exhibit C. **Exhibit C** (Initial District Boundary and Annexation Map) in the Original Governing Document is repealed in its entirety and replaced with the annexation map attached hereto as **Exhibit C** and by this reference incorporated herein.

[The remainder of this page intentionally left black; signatures follow.]

**FIREFLY PUBLIC INFRASTRUCTURE
DISTRICT NOS. 1-10**

NATE SHIPP, Chair

ATTEST

BRYAN FLAMM, Secretary

M. THOMAS JOLLEY, District Counsel
Approved as to Form

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to Form

EXHIBIT A

(Legal Description of Firefly PID No. 1 and Annexation Area)

FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NO.1

ADDITION PARCEL A:

A parcel of land situate within the North Half (N-1/2) of Section 19, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah, being described as follows:

Beginning at a point in the Section Line common to Sections 19 & 20, said point being S 00° 30' 42" W, along the Section line, a distance of 79.55 feet from the Section Corner common to Sections 17, 18, 19, & 20, Township 6 South, Range 2 West, more or less, to the Northerly line of NPA-5; and running thence along said Northerly line the following Twenty-Four (24) courses: (1) West, a distance of 58.43 feet; (2) North, a distance of 28.50 feet; (3) West, a distance of 69.02 feet to the beginning of a curve; (4) along the arc of said curve turning to the right through an angle of 90° 00' 00", having a radius of 15.00 feet, and whose long chord bears N 45° 00' 00" W, a distance of 21.21 feet to a point of intersection with a non-tangential line; (5) West, a distance of 57.00 feet to the beginning of a non-tangential curve; (6) along the arc of said curve turning to the right through an angle of 90° 00' 00", having a radius of 15.00 feet, and whose long chord bears S 45° 00' 00" W, a distance of 21.21 feet; (7) West, a distance of 621.55 feet to the beginning of a curve; (8) along the arc of said curve turning to the right through an angle of 92° 56' 20", having a radius of 15.00 feet, and whose long chord bears N 43° 31' 50" W, a distance of 21.75 feet to a point of intersection with a non-tangential line; (9) N 87° 03' 39" W, a distance of 12.50 feet; (10) S 84° 44' 32" W, a distance of 32.34 feet; (11) N 86° 45' 40" W, a distance of 12.50 feet to the beginning of a non-tangential curve; (12) along the arc of said curve turning to the right through an angle of 86° 45' 40", having a radius of 15.00 feet, and whose long chord bears S 46° 37' 10" W, a distance of 20.61 feet; (13) West, a distance of 165.31 feet to the beginning of a curve; (14) along the arc of said curve turning to the right through an angle of 07° 47' 39", having a radius of 221.50 feet, and whose long chord bears N 86° 06' 11" W, a distance of 30.11 feet; (15) N 82° 12' 21" W, a distance of 16.02 feet to the beginning of a curve; (16) along the arc of said curve turning to the right through an angle of 90° 00' 00", having a radius of 15.00 feet, and whose long chord bears N 37° 12' 21" W, a distance of 21.21 feet to a point of intersection with a non-tangential line; (17) N 82° 12' 21" W, a distance of 57.00 feet; (18) S 07° 47' 39" W, a distance of 43.50 feet to the beginning of a curve; (19) along the arc of said curve turning to the right through 77° 03' 14", having a radius of 571.50 feet, and whose long chord bears S 46° 19' 16" W, a distance of 711.95 feet to the beginning of a non-tangential curve; (20) along the arc of said curve turning to the left through an angle of 25° 54' 02", having a radius of 980.00 feet, and whose long chord bears S 71° 53' 51" W, a distance of 439.25 feet; (21) S 58° 56' 50" W, a distance of 448.58 feet to the beginning of a curve; (22) along the arc of said curve turning to the right through an angle of 31° 03' 10", having a radius of 700.00 feet, and whose long chord bears S 74° 28' 25" W, a distance of 374.75 feet; (23) West, for a distance of 594.80 feet, to a phase line; (24) West for a distance of 531.44 feet, to the North-South 1/16th line of the Northwest Quarter of said Section 19; thence S 0°21'12" W, along said 1/16tg line, a distance of 1627.04 feet, to the Quarter Corner

common to Section 19, Township 6 South, Range 2 West and Section 24, Township 6 South, Range 3 West, Salt Lake Base and Meridian; thence South 89°54'04" East, along the East-West Center Quarter Line of said Section 19, a distance of 2669.96 feet, to the North-South 1/16th line of the Northeast Quarter of said Section 19; thence N 0°22'47" E, a distance of 1334.90 feet, to the Northeast 1/16th corner; thence South 89°40'33" East, along the East-West 1/16th line, a distance of 733.66 feet, to the southerly projection of the West line of the J&J Ranch Subdivision; thence North 0°30'42" East, along the West line of said J&J Ranch Subdivision and the projection thereof, a distance of 977.96 feet, to the Northwest corner of said subdivision; thence S 89°27'13" E, along the North line of said Subdivision, a distance of 600.00 feet, to the Northeast corner of said subdivision, and the Section Line common to Sections 19 & 20; thence North 0°30'42" East, along said section line, a distance of 274.33 feet, to the point of beginning.

Contains: 5,917,975 Sq. Ft., or 135.858 Acres.

ADDITION PARCEL B

A parcel of land located in the Southeast Quarter and Southwest Quarter of Section 17, Township 6 South, Range 2 West, Salt Lake Base & Meridian described as follows:

Beginning at a point on the northerly right-of-way line of Pole Canyon Boulevard according to the official plat thereof, said point being located N89°30'12"W along the Section Line 1320.03 feet and North 1340.03 feet from the Southeast Corner of Section 17, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence along said northerly right-of-way line the following five (5) courses: N89°32'50"W 915.66 feet; thence along the arc of a curve to the right 504.23 feet with a radius of 923.00 feet through a central angle of 31°18'01", chord: N73°53'50"W 497.98 feet; thence N58°14'49" W 519.69 feet; thence along the arc of a curve to the left 594.41 feet with a radius of 1077.00 feet through a central angle of 31°37'21", chord: N74°03'30"W 586.90 feet; thence N89°52'10"W 821.01 feet to the easterly right-of-way line of SR-73; thence N08°42'26"W along said right-of-way line 772.48 feet to a point on the East-West Quarter Section Line; thence S89°52'19"E along the quarter Section Line 2023.57 feet to the Center Quarter Corner of said Section 17; thence S89°52'19"E along the Quarter Section Line 1325.81 feet; thence S00°28'32"W 1338.05 feet to the point of beginning.

ANNEXATION AREA

PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF 209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A', THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF 66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89° 34' 58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE

FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET; (2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S.356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13,

TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID EAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 13; THENCE NORTH 0°44'00" EAST, ALONG SAID NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 100.00 ACRES.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

PARCEL 1 CONTAINS: 49,124,057 SQ. FT., OR 1,127.733 AC

PARCEL 2

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 17, A DISTANCE OF 47.00 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 1793.19 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°48'02", A DISTANCE OF 78.37 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 44°29'59" EAST, A DISTANCE OF 70.59 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 3999.58 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S 15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.67 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE AND

WEST LINE OF SAID TYSON SUBDIVISION A DISTANCE OF 2621.92 FEET, TO THE POINT OF BEGINNING.

PARCEL 2 CONTAINS: 13,144,047 SQ. FT., OR 301.746 ACRES

PARCEL 3

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALOGN SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32'

56" E, F 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2667.28 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 9, 10, 15, & 16; THENCE SOUTH 0° 22' 17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2674.82 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,954,844 SQ. FT., OR 1330.46 AC.

LESS AND EXCEPTING FROM PARCELS 2 & 3, THE FOLLOWING DESCRIBED
TRACT OF LAND:

A parcel of land located in Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah and being more particularly described as follows:

Beginning at the Utah County brass monument marking the Section Corner common to Sections 8, 9, 16 & 17, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running thence S 89° 24' 00" E, along the section line common to said Sections 9 & 16, a distance of 2667.03 feet to the Utah County brass monument marking the Quarter Corner common to Sections 9 & 16; thence S 89° 24' 26" E, continuing along the section line common to said Sections 9 & 16, a distance of 2667.28 feet, to the Section Corner common to Sections 9, 10, 15, & 16; thence S 00° 22' 17" W, along the section line common to said Sections 15 & 16, a distance of 2674.83 feet, to the Quarter Corner common to said Sections 15 & 16; thence S 00° 22' 24" W, continuing along

said section line common to Section 15 & 16, a distance of 2592.46 feet, to the Northerly Right-of-Way line of Pole Canyon Boulevard, recorded as Entry No.: 17099:2024, Map No.: 19147, of official Utah County Records; thence along said Northerly Right-of-Way line the following three (3) Courses: (1) N 89° 40' 33" W, a distance of 2619.49 feet to the beginning of a curve; thence Northwesterly along the arc of said curve turning to the right through an angle of 30° 36' 36", a distance of 493.11 feet, having a radius of 923.00 feet, and whose long chord bears N 74° 22' 15" W, a distance of 487.26 feet; thence, N 59° 03' 57" W, a distance of 722.41 feet to a point of intersection with the Easterly Right-of-Way line of Tyson Parkway, per the Tyson Subdivision, recorded as Entry No.: 95910:2019, Map No.: 16725, of official Utah County Records; thence along said Easterly Right-of-Way line the following three (3) Course: (1) N 30° 56' 03" E, a distance of 389.58 feet to the beginning of a curve; (2) Northeasterly along the arc of said curve turning to the left through an angle of 30° 32' 01", a distance of 373.04 feet, having a radius of 700.00 feet, and whose long chord bears N 15° 40' 03" E, a distance of 368.64 feet; (3) N 00° 24' 02" E, a distance of 2158.02 feet to a point of intersections with the Easterly extension of the South line of Lot 1, said Tyson Subdivision; thence N 89° 23' 59" W, along said South line and the extension thereof, a distance of 1920.01 feet to the Southwest corner of said Lot 1; thence N 00° 24' 02" E, along the section line common to aforesaid sections 16 & 17 and the West line of said Tyson Subdivision, a distance of 1938.11 feet to the point of beginning.

CONTAINS: 21,748,823 SQ. FT., OR 499.28 AC.

PARCEL 4

A TRACT OF LAND SITUATE WITHIN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, COUNTY OF UTAH, STATE OF UTAH SAID TRACT BEING A PORTION OF THE TOWN OF CEDAR FORT, DEPICTED AND DESCRIBED ON THE FINAL LOCAL ENTITY PLAT TITLED CEDAR FORT 2002 ANNEXATION, RECORDED AS ENTRY NO.: 12596:2003, MAP NO.: 9869, OF OFFICIAL COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID QUARTER CORNER ALSO BEING A CORNER IN COMMON TO THE TOWN OF CEDAR FORT, PER SAID CEDAR FORT 2002 ANNEXATION, RECORDED AS ENTRY NO.: 12596:2003 (MAP NO.: 9869) AND EAGLE MOUNTAIN CITY, PER FINAL LOCAL ENTITY PLATS TITLED POLE CANYON NO.1 ADDITION, RECORDED AS ENTRY NO.: 2548:2001 (MAP NO.: 13376) AND POLE CANYON NO.2 ADDITION, RECORDED AS ENTRY NO.: 2549:2011 (MAP NO.: 13377); AND RUNNING THENCE NORTH 89°52'19" WEST, ALONG THE EXISTING COMMON BOUNDARY LINE BETWEEN THE TOWN OF CEDAR FORT AND EAGLE MOUNTAIN CITY AND THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17, A DISTANCE OF 2651.86 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE DEPARTING SAID COMMON BOUNDARY LINE, BEARING

NORTH 0°35'26" EAST, ALONG THE NORTH-SOUTH CENTER QUARTER OF SAID SECTION 17, A DISTANCE OF 1337.23 FEET, TO THE C-N 1/16TH CORNER; THENCE SOUTH 89°48'45" EAST, ALONG THE EAST-WEST 1/16TH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.71 FEET, TO THE NE 1/16TH; THENCE NORTH 0°29'45" EAST, ALONG THE NORTH-SOUTH 1/16TH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1335.86 FEET, TO THE E-1/16TH CORNER COMMON TO SAID SECTION 8 & 17; THENCE SOUTH 89°45'09" EAST, ALONG THE SECTION LINE COMMON TO SAID SECTION 8 & 17, A DISTANCE OF 1321.49 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, AND A CORNER IN COMMON TO AFORESAID CEDAR FORT AND EAGLE MOUNTAIN CITY MUNICIPAL BOUNDARIES; THENCE SOUTH 0°24'02" WEST, ALONG THE SECTION LINE AND CURRENT COMMON BOUNDARY LINE, A DISTANCE OF 2668.92 FEET, TO THE POINT OF BEGINNING.

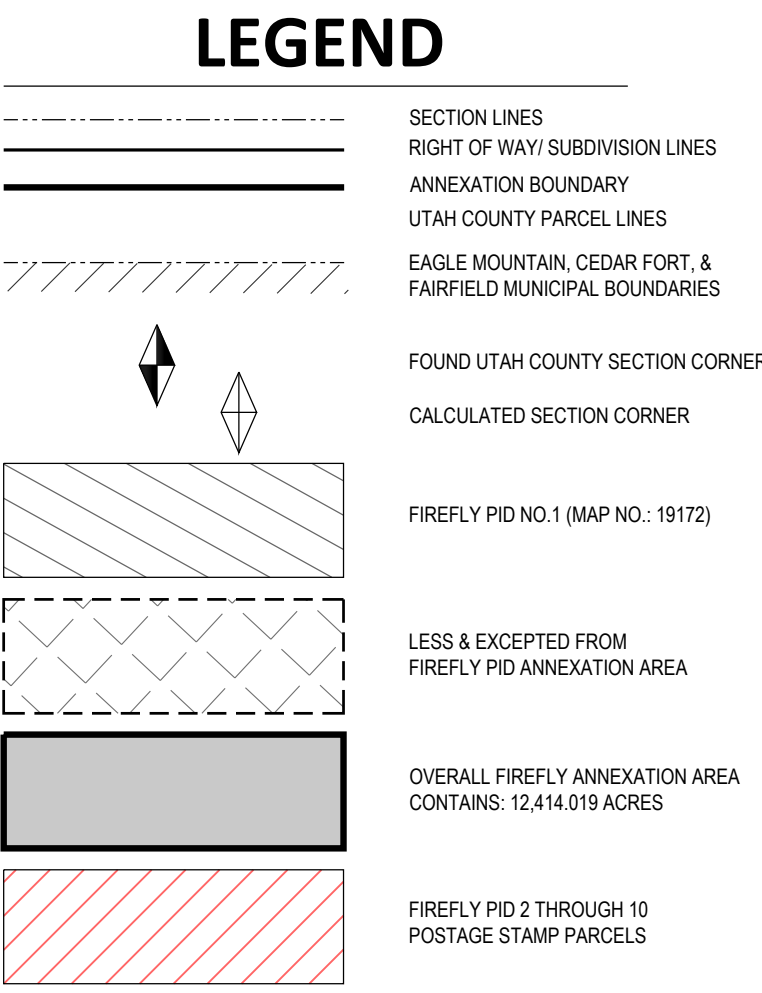
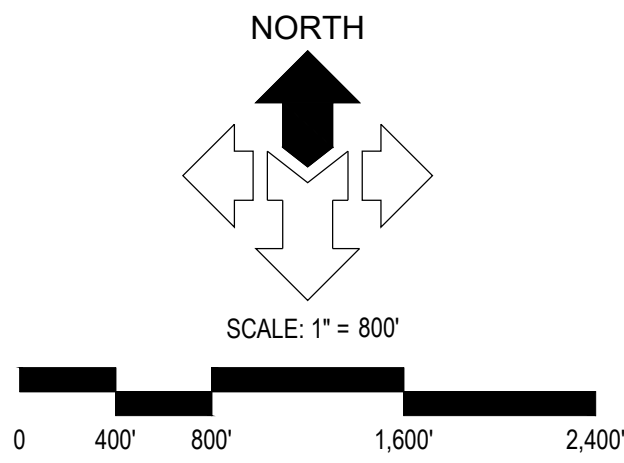
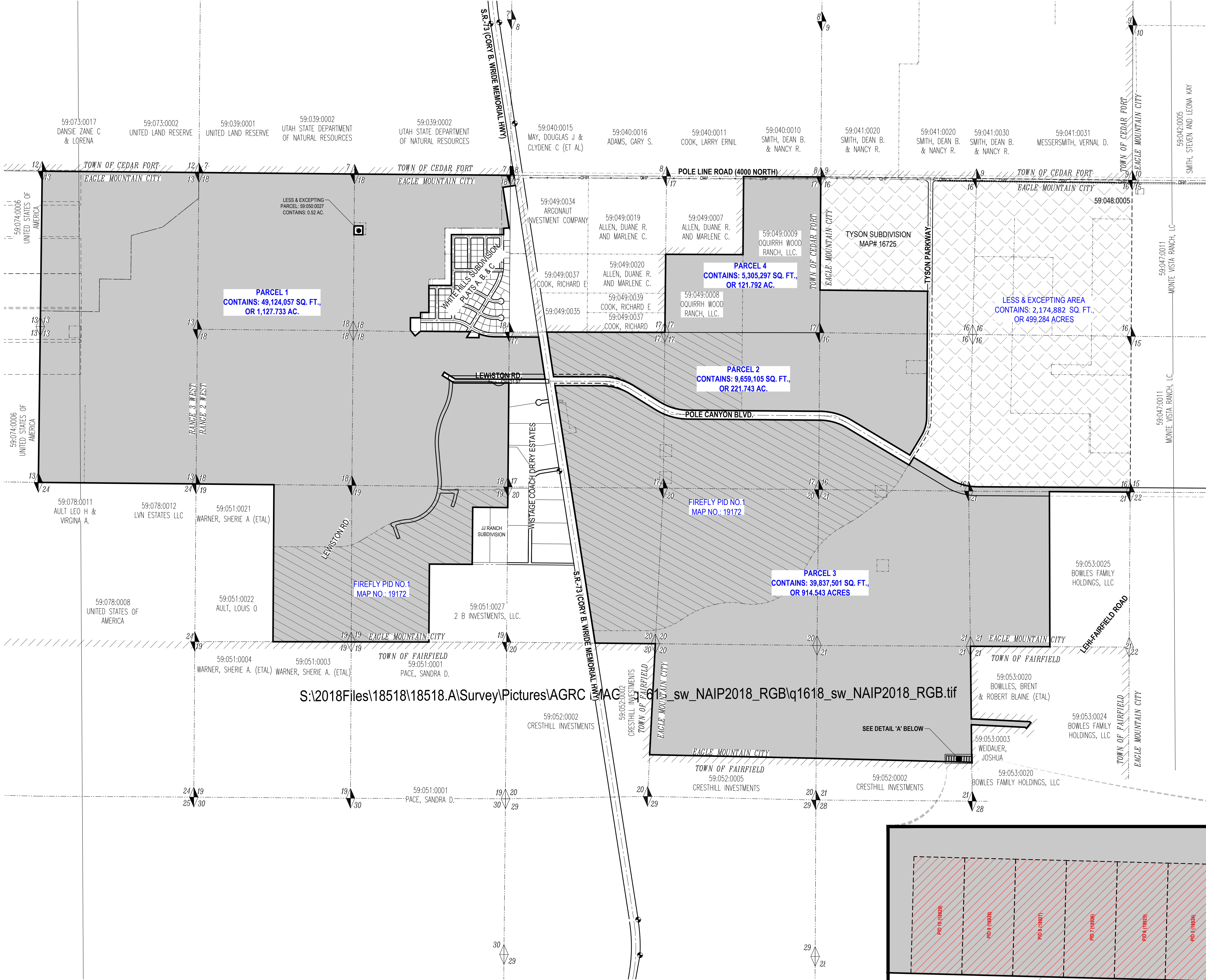
CONTAINS: 5,305,297 SQ. FT., OR 121.792 ACRES

OVERALL FIREFLY ANNEXATION AREA CONTAINS: 12,535.811 ACRES.

EXHIBIT C

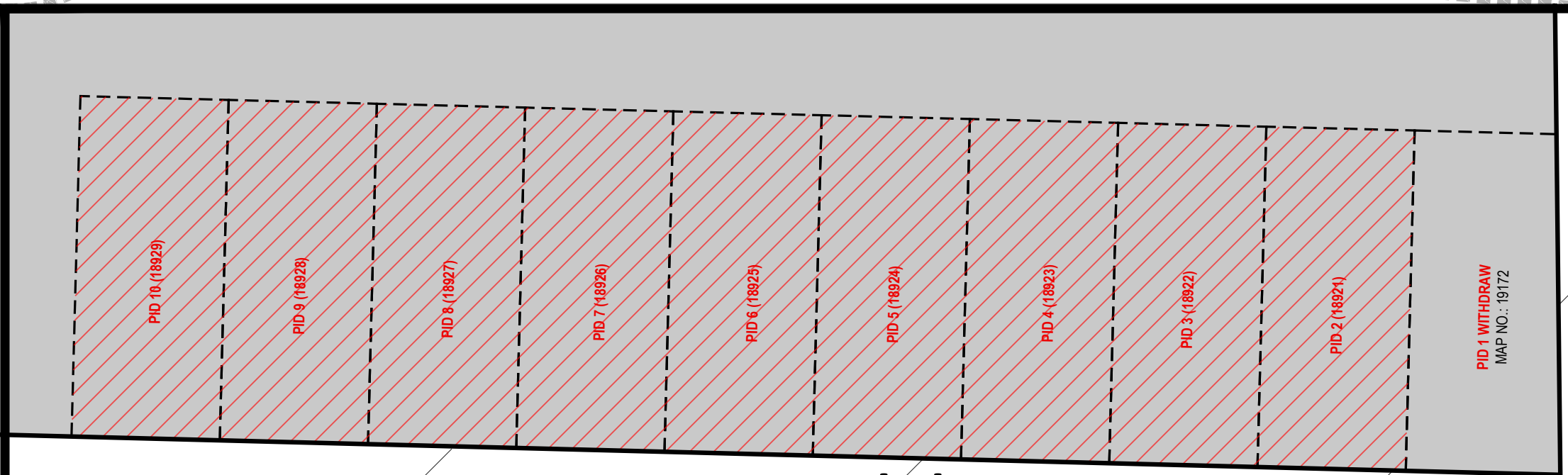
(Initial District Boundary and Annexation Map)

EXHIBIT 'C' FIREFLY PID AREA EXHIBIT



S:\2018Files\18518\18518.A\Survey\Pictures\AGRC MAG 1611 sw_NAIP2018_RGB\q16118_sw_NAIP2018_RGB.tif

SEE DETAIL 'A' BELOW



DETAIL 'A'

McNEIL ENGINEERING
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcnileengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

EXHIBIT 'C' FIREFLY PID AREA EXHIBIT
OQUIRRH WOOD RANCH, LLC.
EAGLE MOUNTAIN, UTAH
LOCATED IN SECTIONS 16, 17, 18, 19, 20, & 21 T.6S R.2W. & SECTION 13, T.6S. R.3W. S.L.B.&M.

REVISIONS		DESCRIPTION
REV	DATE	DESCRIPTION
0	12/10/24	RELEASE FOR REVIEW
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PROJECT NO: 18518.a
CAD FILE: EXHIBIT C PID ARE..
DRAWN BY: DKW
CALC BY: DKW
FIELD CREW: N/A
CHECKED BY: DKW
DATE: 12/10/24

DESCRIPTION
EXHIBIT
1 OF 1



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 21, 2025**

TITLE:	A Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel with Ivory Homes and SITLA.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel with Ivory Homes and SITLA.

BACKGROUND:

The City and Ivory Homes have negotiated an amendment to the Overland ARMDA. In exchange for the City reducing Ivory's obligation to build neighborhood parks in various parts of the development, Ivory has agreed to dedicate 13.94 acres of land adjacent to Cory Wride Park for future expansion.

The amendment includes restrictions on the use of the land to insure that it is used as a park and not for some other municipal or private purpose. Other permissible uses include recreation facilities, performing arts facilities, swimming pool facilities, maintenance and storage facilities for park purposes, greenhouses for park plantings, and parking lots (provided that the City does not exceed the limitations on hard surface area). Underground utilities would also be permissible.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

Recommend Approval.

ATTACHMENTS:

1. Resolution
2. Overland ARMDA - 4th Amendment - Final

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FOURTH AMENDMENT TO THE AMENDED AND RESTATED MASTER
DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS
PARCEL**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel, as set forth more specifically in Exhibit A.

BE IT RESOLVED 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 Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel, as set forth in Exhibit A.
2. The Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel 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 21st day of January, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 21st day of January, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

**FOURTH AMENDMENT TO AMENDED AND RESTATED MASTER
DEVELOPMENT AGREEMENT FOR
OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL
(Reconfiguration of Overland Parks)**

This Fourth Amendment to Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel (“Fourth Amendment”) is entered into this ____ day of _____, 2025 (“Effective Date”), by and between Eagle Mountain City (“City”), a political subdivision of the State of Utah, the State of Utah, through the School and Institutional Trust Lands Administration (“Owner”), and Ivory Homes, Ltd. (“Master Developer”), a Utah limited partnership, sometimes referred to jointly herein as “Parties.”

RECITALS

WHEREAS the Parties previously entered into that certain Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel dated December 5, 2017 and three prior amendments: First Amendment dated August 20, 2019, Second Amendment dated November 17, 2020, and Third Amendment dated August 14, 2022 (collectively, the “Agreement”) with respect to real property located in Eagle Mountain City, State of Utah (“Property”);

WHEREAS the Parties have cooperated in the preparation of this Fourth Amendment and desire to enter into this Fourth Amendment to modify and add certain terms to the Agreement;

WHEREAS this Fourth Amendment reconfigures the required acres in future Overland Village parks by consolidating numerous small parks to into a few large parks with the same total acreage;

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Construction of Parks. Master Developer’s obligation to complete park improvements shall be modified as follows:

Section 11.4.5. shall be deleted and restated as follows:

11.4.5. Villages 3, 4, 5, 6, and 8. Villages 3, 4, 5, 6, and 8 shall collectively contain a total of 5.0 acres of improved public park space which complies with the standards of section 11.4.1. These improved public park space areas shall be maintained by the HOA.

Section 11.4.6. shall be deleted and restated as follows:

11.4.6. Village 7. A public park with practice field areas shall be constructed and dedicated to the City prior to, or along with, the recordation of a plat containing the 250th residential dwelling unit in Village 7. The park shall be 5.5 acres and shall include no less than two (2) fields suitable for soccer, football, and similar sport practices. It is anticipated that the public park would be located on the southeast corner of Village 7, adjacent to the future public park in the Sunset Flats neighborhood, but the final location of the Village 7 public park will be determined by Master Developer and the City at the time of the Village 7 concept plan approval.

Sections 11.4.7 shall be deleted and restated as follows:

11.4.7. Park Bonds. Master Developer shall not be required to post any bond associated with park improvements required under the Agreement.

Sections 11.4.8 and 11.4.9. shall be deleted and are hereby restated as follows:

11.4.8. Reserved.

11.4.9. Reserved.

3. Village 5 Park Property. The location of the public park in Village 5 (“Village 5 Park Property”) is described and depicted in **Exhibit A** attached hereto and by this reference incorporated herein. The Village 5 Park Property shall be dedicated in conjunction with the plat that conveys Desert Willow Drive to the City. Master Developer is not required to improve the Village 5 Park Property or Desert Willow Drive. The City hereby covenants and agrees to use the Village 5 Park Property for an expansion of Cory Wride Park only for public park purposes and/or public road as set forth below, in conformance with the deed restrictions in State of Utah Exchange Patent No. 19736 dated January 18, 2005:

3.1 Allowed Improvements and Uses:

- 3.1.1. Traditional park and drought resistant landscaping with lawn, trees, shrubs & flowers;
- 3.1.2. Active sports and recreation facilities such as tennis courts, skateboard park, basketball courts, etc., and related improvements;
- 3.1.3. Parking, not to exceed 58,000 square feet, including parking access roadways, and not to encroach more than 100 feet into Village 5 Park Property from any exterior side;
- 3.1.4. Other park related activities including, but not limited to, amphitheater or other music/performance facility;
- 3.1.5. Municipally owned underground utilities, collection lines, lift stations, etc., that do not create hazards, noise or odor problems;
- 3.1.6. Swimming pool and related facilities;
- 3.1.7. Maintenance and storage facilities directly related to park facilities and

landscaping;

- 3.1.8. Greenhouses used for park plantings, not to exceed 10,000 square feet in area;
- 3.1.9. Snack bars, restaurants or other minor concessions directly related to park use, not oriented toward any exterior street, not to exceed 20,000 total square feet in building area, ponds for stormwater control uses, and all other recreational uses consistent with the allowed use, which is not expressly prohibited below.

3.2. Prohibited Improvements and Uses:

- 3.2.1. Any combination of improvements which, taken as a whole, result in less than 70% of the Village 5 Park Property remaining in lawn and trees. Playing fields may be included as lawn for this purpose.
- 3.2.2. Any combination of improvements which, taken as a whole, result in more than 20% of the Village 5 Park Property being hard surfaced. Hard surfaces shall include all parking areas, access roads, sidewalks, paved trails, all pavement and concrete for any purpose, all rooftops, and any other impervious surface. Hard surface may therefore not exceed 2.8 acres or 121,000 square feet in area.
- 3.2.3. Overhead utilities of any kind.
- 3.2.4. Public works facilities, including maintenance sheds, vehicle storage, equipment storage, sewer treatment, repair shops and any other related use such as a public safety building.
- 3.2.5. Commercial Uses other than the minor concessions described under allowed uses.
- 3.2.6. Advertising not directly related or accessory to the use as a park.

4. Master Developer's Park/Open Space Obligations. Upon dedication of the subject park/open space areas to the City and Master Developer's completion of the park/open space improvements described herein, Master Developer shall be deemed to have fulfilled all of its park/open space related obligations under the Agreement.

5. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this Fourth Amendment with the terms and conditions of the Agreement, the terms and conditions of this Fourth Amendment shall be binding and govern the conduct of the parties.

6. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this Fourth Amendment shall remain in full force and effect. Nothing in this Fourth Amendment or Agreement alters, amends, or otherwise modifies any term, condition, provision, or the duties and obligations between Master Developer and Owner under that certain Development Lease Number 1074 dated February 1, 2016 between Master Developer and Owner.

7. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

MASTER DEVELOPER
Ivory Homes, Ltd.

By: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 202__ personally appeared before me _____, the _____ of Ivory Homes, Ltd. a Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

NOTARY PUBLIC

Residing at:_____

CITY
Eagle Mountain City

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY
ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of _____, 202_, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

OWNER
STATE OF UTAH, through the
School and Institutional Trust Lands Administration

By: Michelle E. McConkie
Its: Director

Approved as to Form:

Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss.
)
COUNTY OF SALT LAKE)

On the ____ day of _____, 202_, personally appeared before me Michelle E. McConkie, the Director of the School and Institutional Trust Lands Administration, who acknowledged that she, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

NOTARY PUBLIC

Residing at:

EXHIBIT A
Description and Depiction of “Village 5 Park Property”

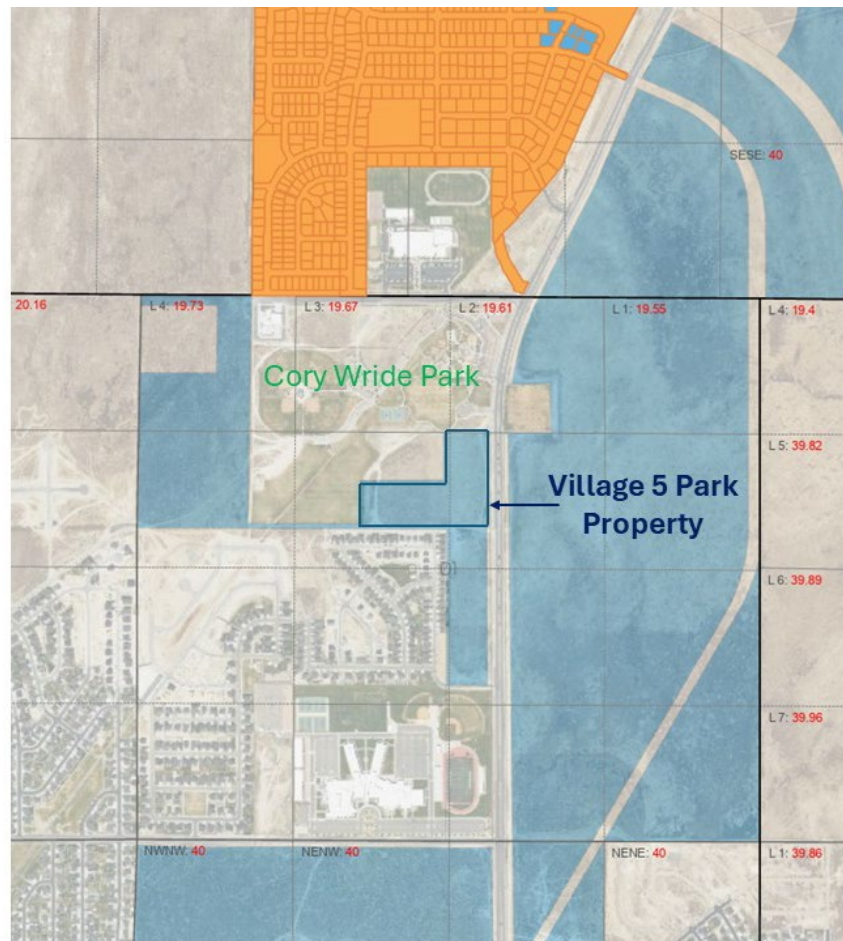
Description:

A part of the North Half of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on the northwesterly right-of-way of Pony Express Parkway as dedicated by an Exchange Patent No. 20570 recorded as Entry No: 9201:2018 at Utah County Recorder's office on September 25, 2018, said point also being located N89°30'11"W 2327.90 feet along the Section line and N0°29'49"E 2674.80 feet from the Southeast Corner of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running thence N 89°25'34" W 1,088.31 feet; thence N 00°00'20" W 416.97 feet; thence N 89°59'40" E 719.20 feet; thence N 00°00'20" W 400.00 feet; thence N 89°59'41" E 369.09 feet to the northwesterly right-of-way way of Pony Express Parkway as dedicated by the aforementioned Exchange Patent No. 20570 recorded as Entry No: 9201:2018 at Utah County Recorder's office ; thence along said right-of-way line S 00°00'12" E 827.97 feet to the point of beginning.

Contains 13.94 acres +/-.

Depiction:





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 21, 2025**

TITLE:	A Resolution of Eagle Mountain City, Utah, Approving the the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$7,350,000
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	20.99

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Steve Mumford

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus.

BACKGROUND:

The City is looking to construct a new civic campus in the area east of Pony Express Parkway directly across from Cory Wride Park. The City has negotiated a purchase agreement with Ivory Homes and SITLA regarding the purchase of 20.99 acres of land. The purchase price for the property is \$350,166.75 per acre based on its appraised value from an independent third party. The land would be deed-restricted.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Land Purchase Agreement for Civic Campus - Final with Exhibits

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PURCHASE
AGREEMENT WITH IVORY HOMES AND THE UTAH SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION (SITLA) FOR THE ACQUISITION OF
20.99 ACRES OF LAND FOR A FUTURE CIVIC CAMPUS**

PREAMBLE

The City Council of Eagle Mountain City has identified the need for a new civic campus to support municipal operations and better serve the community;

The proposed site for the civic campus is located east of Pony Express Parkway, directly across from Cory Wride Park;

The City has negotiated a purchase agreement with Ivory Homes and the Utah School and Institutional Trust Lands Administration (SITLA) for the acquisition of the Land;

The Property encompasses 20.99 acres, and the purchase price of \$350,000 per acre is based on an appraisal conducted by an independent third-party appraiser;

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Ivory Homes and SITLA for the acquisition of 20.99 acres of land for a total purchase price of \$7,346,500, is approved, as set forth in Exhibit A.
2. The Mayor is authorized to execute the purchase agreement and any related documents necessary to finalize the acquisition of the land.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of January, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 21st day of January, 2025.

Those voting yes:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those voting no:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2025 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Ivory Homes, Ltd, a Utah limited partnership (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns a contractual right to purchase an undivided fee simple interest in certain real property consisting of approximately 20.99 acres of undeveloped land located in the City, which is a portion of a parcel identified by the Utah County Recorder as Parcel Number 59:033:0027 as more particularly described and depicted in **Exhibit A** attached hereto and by this reference incorporated herein (“**Property**”).

B. City desires to purchase Property from Seller to facilitate construction of a civic campus (“**Project**”) on the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price and Additional Consideration.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be seven million three hundred fifty thousand dollars (\$7,350,000) (“Purchase Price”) The Purchase Price is based on the gross acreage of 20.99 acres and a price of three hundred fifty thousand one hundred sixty-six dollars and seventy-five cents (\$350,166.75) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy pursuant to this Agreement for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants,

conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "**Property Documents**").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "**Closing**" shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("**Official Records**").
- b. **Place of Closing.** The Closing shall be coordinated by the Eagle Mountain City Recorder's Office c/o Fionnuala Kofoed (the "**Escrow Agent**"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below).
- c. **Closing Costs.** Seller shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (2) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the "**Closing Costs.**"
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Property, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a special warranty deed (the "**Deed**") containing restrictions consistent with the certificate of sale attached as **Exhibit B**. Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. The Deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the

following (collectively, “**City's Closing Documents**”):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited partnership, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents

constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any

valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed.

- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
- ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
- iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
- iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
- v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
- vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
- vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
- viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities,

circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from

conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City,

threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.
14. **General Provisions.**
- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.
 - b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
 - c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of

City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

- k. **Governing Law.** This Agreement 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 irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Ivory Homes Ltd
Attn: Brad Mackay
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and

their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

IVORY HOMES LTD
A Utah Limited Partnership

Ryan Tesch, Chief Financial Officer

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Certificate of Sale

Exhibit A
Legal Description of the Property

A part of the Northeast 1/4 of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on the easterly right-of-way of Pony Express Parkway as dedicated by an Exchange Patent No. 20570 recorded as Entry No: 9201:2018 at Utah County Recorder's office on September 25, 2018, said point also being located N89°30'11"W 2182.68 feet along the Section line and N0°29'49"E 3451.03 feet from the Southeast Corner of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running thence N 00°00'12" W 53.04 feet to southerly boundary line of MIDVALLEY REGIONAL PARK A on file in Utah County Recorder's office as Entry No. 19072:2005; thence along said southerly boundary line the following (4) four courses: (1) N 89°59'41" E 368.92 feet; (2) thence N 00°00'20" W 430.00 feet; (3) thence Westerly along the arc of a non-tangent curve to the right having a radius of 1,616.71 feet (radius bears: N 06°53'57" W) a distance of 332.40 feet through a central angle of 11°46'48" Chord: S 88°59'27" W 331.81 feet; (4) thence along a line non-tangent to said curve, N 81°14'44" W, a distance of 12.67 feet to the Southeasterly right-of-way way of Pony Express Parkway as dedicated by the aforementioned Exchange Patent No. 20570 recorded as Entry No: 9201:2018 at Utah County Recorder's office ; thence Northerly along the arc of a non-tangent curve to the right having a radius of 2,374.14 feet (radius bears: S 81°44'37" E) a distance of 66.00 feet through a central angle of 01°35'34" Chord: N 09°03'10" E 66.00 feet; thence along a line non-tangent to said curve, S 81°01'54" E, a distance of 162.29 feet; thence along the arc of a curve to the left with a radius of 763.50 feet a distance of 119.51 feet through a central angle of 08°58'06" Chord: S 85°30'57" E 119.39 feet; thence East 263.17 feet; thence North 225.38 feet; thence along the arc of a curve to the left with a radius of 760.00 feet a distance of 190.65 feet through a central angle of 14°22'22" Chord: N 07°11'11" W 190.15 feet; thence N 14°22'22" W 102.25 feet; thence N 75°37'38" E 363.88 feet; thence along the arc of a curve to the right with a radius of 981.00 feet a distance of 256.83 feet through a central angle of 15°00'00" Chord: N 83°07'38" E 256.09 feet; thence S 89°22'22" E 316.26 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S 44°22'22" E 21.21 feet; thence S 00°37'38" W 78.55 feet; thence along the arc of a curve to the right with a radius of 711.50 feet a distance of 527.89 feet through a central angle of 42°30'37" Chord: S 21°52'57" W 515.87 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 788.50 feet a distance of 185.43 feet through a central angle of 13°28'27" Chord: S 36°24'02" W 185.00 feet; thence along a line non-tangent to said curve, S 26°20'44" W, a distance of 91.27 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 788.50 feet (radius bears: S 66°58'19" E) a distance of 278.36 feet through a central angle of 20°13'38" Chord: S 12°54'52" W 276.92 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 15.00

feet a distance of 22.83 feet through a central angle of $87^{\circ}11'57''$ Chord: S $46^{\circ}24'02''$ W 20.69 feet; thence along a line non-tangent to said curve, S $00^{\circ}48'31''$ W, a distance of 53.01 feet; thence West 1,045.09 feet to the point of beginning.

Contains 20.99 acres +/-.



Development Sale No. C-27255

Preliminary Review: Overland Eagle Mountain Civic Sale

Within Township 6 South, Range 2 West, Section 1, SLB&M;
Utah County



-  Development Sale No. C-27255
(20.99 Acres)
- Land Ownership and Administration**
-  Private
-  State Trust Lands



Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The Trust Lands Administration provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data hereon. Land parcels, lease boundaries and associated Trust Lands Administration data layers may have been adjusted to allow for visual "best fit." The Surface Ownership Land Status data (if present) are maintained by the Trust Lands Administration to reflect current trust lands status and surface ownership. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Geospatial Resource Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM. Please Note: While the Trust Lands Administration seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated Trust Lands Administration ownership GIS data may require contacting the GIS staff directly 801-538-5100 or TLA-GIS@utah.gov. The Trust Lands Administration GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention.

Document Path: V:\GIS\GIS_Group\City\Map_Templates\Development_Group_Template_8x11.aprx

Coordinate System: NAD 83 UTM Zone 12N

END

Exhibit B

Certificate No. C-27255

Fund: School

THE STATE OF UTAH
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
CERTIFICATE OF SALE
(Civic Campus)

WHEREAS, the State of Utah, through the School and Institutional Trust Lands Administration (hereinafter referred to as the "Trust Lands Administration"), is the owner of the real property described herein (the "Property"); and,

WHEREAS, pursuant to the terms of that Development Lease Number 1074, dated February 1, 2016, (as amended, the "Development Lease"), the Trust Lands Administration has agreed that Ivory Homes, Ltd. (the "Purchaser"), a Utah limited partnership, 978 E. Woodoak Lane, Salt Lake City, Utah, 84117, may enter into contracts for sale of lots within Overland, subject to the terms and conditions of the Development Lease; and,

WHEREAS, the Purchaser has requested and the Trust Lands Administration has agreed to convey Improved Lots within the Premises (as defined in the Development Lease) to Purchaser, for the purpose of immediate reconveyance to a third party purchaser, subject to the terms and conditions of the Development Lease; and,

WHEREAS, the Eagle Mountain City has agreed to purchase the Property by purchase agreement (the "Purchase Agreement") dated _____, 2025, between the Purchaser and Eagle Mountain City; and,

WHEREAS, pursuant to Utah Code Ann. § 53C-4-102(6), the Trust Lands Administration is required to issue a Certificate of Sale to the purchaser of all state trust lands.

NOW THEREFORE, this is to certify, that the Trust Lands Administration, does hereby agree to sell, and Purchaser does hereby agree to buy, in a manner provided by law, as set forth herein, that certain trust land situated and lying in the County of Utah, State of Utah, more particularly described in **Exhibit A** and generally depicted in **Exhibit B**:

Excepting and reserving all coal and other mineral deposits along with the right for the State or other authorized persons to prospect for, mine, and remove the deposits, provided the State or other authorized persons do not enter upon or use the surface or any part of the premises and provided the State or other authorized persons retain all appropriate structural support of the premises; also,

Excepting and reserving to the Trust Lands Administration 10 feet utility easements along all boundaries of the Property.

Subject to the Master Declaration of Covenants, Conditions, and Restrictions for Overland in Eagle Mountain, Utah, as recorded on April 27, 2017 as Entry No. 40466:2017, records of Utah County, Utah; also,

Subject to any valid, existing rights of way of any kind and any right, interest, reservation or exception appearing of record, and subject also to all rights of way for ditches, tunnels, and telephone and transmission lines that have been or may be constructed by the United States as provided by statute.

This Certificate of Sale is subject to the following terms and conditions:

1. Price and Terms. The Property is sold to the Purchaser for the sum of Three Million Six Hundred Seventy-Five Thousand Dollars and No Cents (\$3,675,000.00) (the "Purchase Price"). The Purchase Price is calculated according to section 6.6(A) of the Development Lease as fifty percent (50%) of the appraised value of Seven Million Three Hundred Fifty Thousand Dollars and No Cents (\$7,350,000.00) that Purchaser shall receive for its sale of the Improved Lot. The Purchase Price is payable in cash at the time of closing of the sale pursuant to the Purchase Agreement (the "Closing").
3. Conveyance of Title. At Closing, and upon surrender of this Certificate and payment in full of the Purchase Price, the Trust Lands Administration will issue a patent for the Property as directed by the Purchaser.
4. Inspection and Warranties. It is hereby expressly understood and agreed by the parties hereto that the Trust Lands Administration makes no warranties as to title, use, zoning, availability of utilities or other conditions. The Purchaser has made all investigations or inquiries that it deems necessary and accepts the said property in its present condition, without right of recourse as against the Trust Lands Administration.
5. Intended Use of Property. The Property is intended to be a unique downtown district that will be a gathering place for residents and visitors, and a basecamp for local festivals, farmers markets, outdoor concerts, and similar community uses, and will be an asset to the surrounding developments within Eagle Mountain City ("Intended Use"). Key components of the viability of this downtown district include municipal/civic uses, arts and theater uses, commercial and office uses, recreation uses, and entertainment uses. The commercial uses are essential to the viability of the walkable project, and the focus will be on smaller retailers, including but not limited to local businesses, boutiques, bakeries, cafes, and ice cream shops. This area will be unique and different than any other retail area in the city and will be designed in a way that clearly defines it as the gathering place for residents of all ages, as well as the civic center of Eagle Mountain City. The Intended Use excludes municipal public works facilities of any kind.

6. Deed Restriction. In addition to the exceptions and reservations listed above, the patent will contain the following restrictive covenant:

Because of the intended nature of the purchase and sale of the Property and the Intended Use of the Property, Purchaser covenants and agrees that any and all development and use of the Property is limited to the construction, operation and maintenance of the Intended Use with walkable on-site commercial uses that do not have any drive-through access and are limited to 2,000 square feet per commercial unit. The Intended Use specifically excludes any municipal public works facilities of any kind. The Trust Lands Administration may monitor compliance with, seek enforcement of, be entitled to enjoin any violation or threatened violation of this restrictive covenant, and to recover damages caused by the violation. These covenants and obligations are covenants running with the land, shall apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

[Remainder of page is blank.]

DATED this ____ day of _____ 2025.

**SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION:**

By: _____
Name: Michelle E. McConkie
Title: Director

APPROVED AS TO FORM:
Sean D. Reyes
Attorney General

By: _____
Special Assistant Attorney General

STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

On the ____ day of _____, 2025, personally appeared before me MICHELLE E. MCCONKIE, who being by me duly sworn did say that she is the Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this ____ day of _____ 2025.

My commission expires:
May 06, 2025

Notary Public, residing in: *Salt Lake County*

DATED this _____ day of _____ 2025.

IVORY HOMES, Ltd.

By: _____
Name: _____
Title: _____

STATE OF UTAH)

COUNTY OF _____) : §

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Ivory Homes, Ltd., and the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

Given under my hand and seal this ____ day of _____ 2025.

My commission expires:

Notary Public, residing in:

Exhibit A
Legal Description of the Property

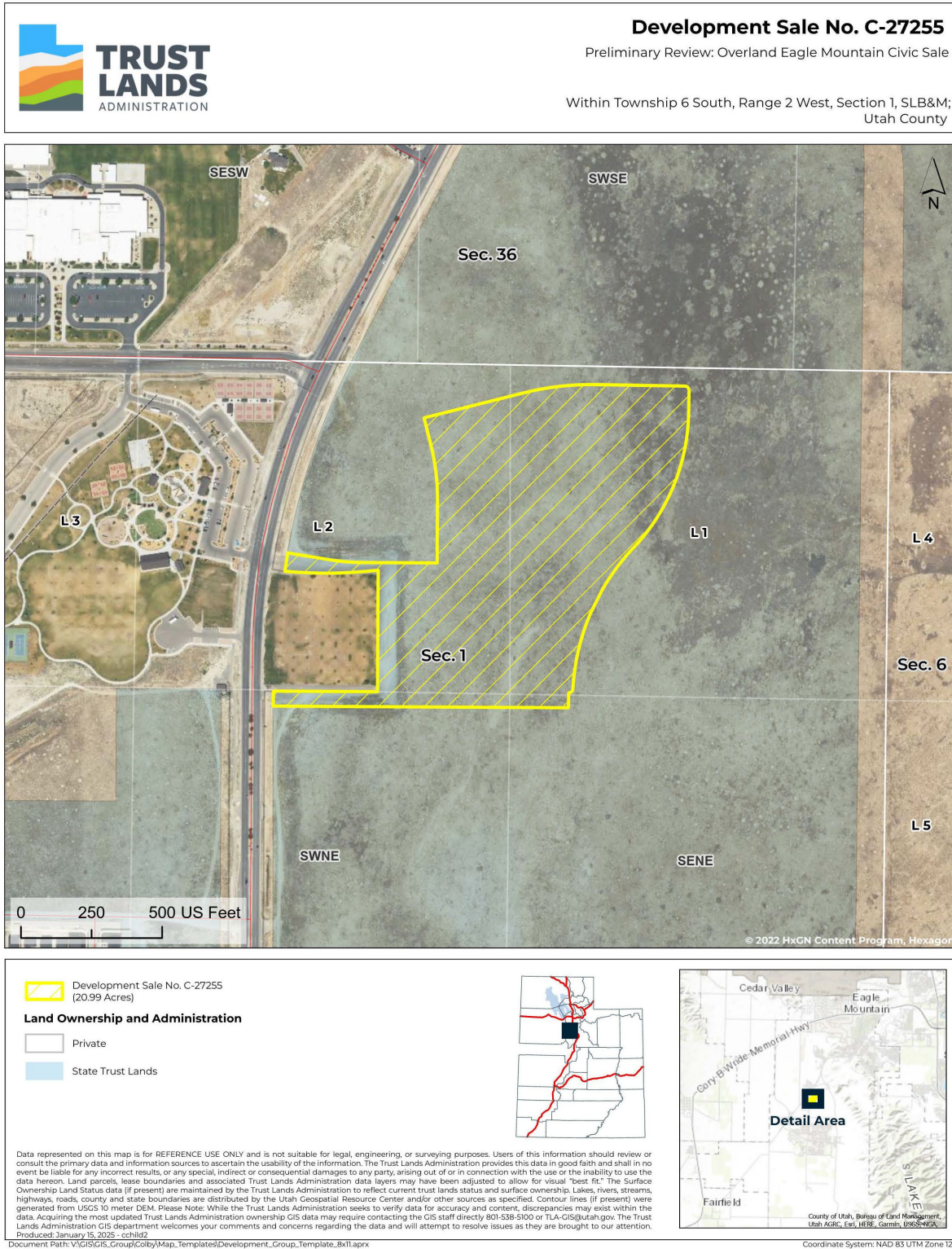
A part of the Northeast 1/4 of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on the easterly right-of-way of Pony Express Parkway as dedicated by an Exchange Patent No. 20570 recorded as Entry No: 9201:2018 at Utah County Recorder's office on September 25, 2018, said point also being located N89°30'11"W 2182.68 feet along the Section line and N0°29'49"E 3451.03 feet from the Southeast Corner of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running thence N 00°00'12" W 53.04 feet to southerly boundary line of MIDVALLEY REGIONAL PARK A on file in Utah County Recorder's office as Entry No. 19072:2005; thence along said southerly boundary line the following (4) four courses: (1) N 89°59'41" E 368.92 feet; (2) thence N 00°00'20" W 430.00 feet; (3) thence Westerly along the arc of a non-tangent curve to the right having a radius of 1,616.71 feet (radius bears: N 06°53'57" W) a distance of 332.40 feet through a central angle of 11°46'48" Chord: S 88°59'27" W 331.81 feet; (4) thence along a line non-tangent to said curve, N 81°14'44" W, a distance of 12.67 feet to the Southeasterly right-of-way way of Pony Express Parkway as dedicated by the aforementioned Exchange Patent No. 20570 recorded as Entry No: 9201:2018 at Utah County Recorder's office ; thence Northerly along the arc of a non-tangent curve to the right having a radius of 2,374.14 feet (radius bears: S 81°44'37" E) a distance of 66.00 feet through a central angle of 01°35'34" Chord: N 09°03'10" E 66.00 feet; thence along a line non-tangent to said curve, S 81°01'54" E, a distance of 162.29 feet; thence along the arc of a curve to the left with a radius of 763.50 feet a distance of 119.51 feet through a central angle of 08°58'06" Chord: S 85°30'57" E 119.39 feet; thence East 263.17 feet; thence North 225.38 feet; thence along the arc of a curve to the left with a radius of 760.00 feet a distance of 190.65 feet through a central angle of 14°22'22" Chord: N 07°11'11" W 190.15 feet; thence N 14°22'22" W 102.25 feet; thence N 75°37'38" E 363.88 feet; thence along the arc of a curve to the right with a radius of 981.00 feet a distance of 256.83 feet through a central angle of 15°00'00" Chord: N 83°07'38" E 256.09 feet; thence S 89°22'22" E 316.26 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S 44°22'22" E 21.21 feet; thence S 00°37'38" W 78.55 feet; thence along the arc of a curve to the right with a radius of 711.50 feet a distance of 527.89 feet through a central angle of 42°30'37" Chord: S 21°52'57" W 515.87 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 788.50 feet a distance of 185.43 feet through a central angle of 13°28'27" Chord: S 36°24'02" W 185.00 feet; thence along a line non-tangent to said curve, S 26°20'44" W, a distance of 91.27 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 788.50 feet (radius bears: S 66°58'19" E) a distance of 278.36 feet through a central angle of 20°13'38" Chord: S 12°54'52" W 276.92 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 15.00

feet a distance of 22.83 feet through a central angle of $87^{\circ}11'57''$ Chord: S $46^{\circ}24'02''$ W 20.69 feet; thence along a line non-tangent to said curve, S $00^{\circ}48'31''$ W, a distance of 53.01 feet; thence West 1,045.09 feet to the point of beginning.

Contains 20.99 acres +/-.

Exhibit B General Depiction of the Property



END



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 21, 2025**

TITLE:	A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Homes and SITLA for 2.038 acres of Right-of-Way to expand Mid-Valley Road
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$183,420
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	2.038

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Homes and SITLA for 2.038 acres of Right-of-Way to expand Mid-Valley Road.

BACKGROUND:

The City is planning to expand Mid-Valley Road in the area west of Pony Express Parkway to enhance connectivity and support future growth. The City has negotiated a purchase agreement with Ivory Homes and SITLA for 2.038 acres of land at a price of \$90,000 per acre.

This land acquisition will provide the additional right-of-way needed for the road expansion west of Pony Express Parkway.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. Resolution
2. ROW Purchase Agreement - Midvalley Rd - Final with Exhibits

RESOLUTION NO. R-_____ -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PURCHASE
AGREEMENT WITH IVORY HOMES AND THE UTAH SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION (SITLA) FOR THE ACQUISITION OF RIGHT-OF-WAY TO
EXPAND MID-VALLEY ROAD**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a purchase agreement with Ivory Homes and SITLA for the acquisition of a Right-of-Way for Mid-Valley Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Ivory Homes and SITLA is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 21st day of January, 2025.

Those voting yes:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those voting no:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2025 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Ivory Homes, Ltd, a Utah limited partnership (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns a contractual right to purchase an undivided fee simple interest in certain real property consisting of approximately 2.038 acres of undeveloped land located in the City, which is a portion of a parcel identified by the Utah County Recorder as Parcel Number **59:033:0047** as more particularly described and depicted in **Exhibit A** attached hereto and by this reference incorporated herein (“**Property**”).

B. City desires to purchase Property from Seller to extend Mid Valley Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price and Additional Consideration.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be One hundred eighty-three thousand four hundred twenty dollars (\$183,420) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 2.038 acres and a price of ninety thousand dollars (\$90,000) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy pursuant to this Agreement for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements,

leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “**Closing**” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“**Official Records**”).
- b. **Place of Closing.** The Closing shall be coordinated by the Eagle Mountain City Recorder’s Office c/o Fionnuala Kofoed (the “**Escrow Agent**”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below).
- c. **Closing Costs.** Seller shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (2) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the “**Closing Costs.**”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Land or the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if

assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit B** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit B**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited partnership, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason

of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed.
- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
 - vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
 - vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
 - viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that

could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its

obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably

withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement 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 irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Ivory Homes, Ltd
Attn: Brad Mackay
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the

other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

IVORY HOMES LTD
A Utah limited partnership

Ryan Tesch, Chief Financial Officer

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Form of Quitclaim Deed

EXHIBIT A

A parcel of land for road purposed, located in the Northwest Quarter of Section 01, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah, said parcel being a portion of that certain tract of land now owned by the State of Utah, Utah County Parcel No.: 59:033:0047 and being more particularly described as follows:

Beginning at the Utah County brass monument marking the Section Corner common to Section 01 & 02, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°24'49" East, along the North line of the Northwest Quarter of said Section 01, a distance of 952.29 feet, to the Utah County monument marking the Section Corner common to Section 35 and 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, said Section corner also being the Southwest corner of Phase 'C', Plat 2, Overland Subdivision, recorded as Map No.: 17065, of official Utah County records; thence South 89°16'25" East, continuing along aforesaid North line of the Northwest Quarter, and the South line of said Phase 'C', Plat 2, Overland Subdivision, a distance of 29.75 feet, to the West line of Firehouse 253 Subdivision, recorded as map No.: 18353, of official Utah County Records; thence South 01°14'18" West, along said West line, a distance of 89.01 feet to the South Right-of-Way line of Mid Valley Road, as dedicated thereon; thence North 89°34'06" West, along the Westerly projection of the South line of said Mid Valley Road, and the North line of that certain tract deeded to Lakeview Academy, recorded as Entry Number 78218: 2019, a distance of 982.30 feet, to the Section line common to said sections 01 and 02, thence North 01°22'36" East, along said Section Line, a distance of 91.74 feet to the point of beginning.

Contains: 88,788 Square feet or 2.038 Acres.

EXHIBIT B

WHEN RECORDED, RETURN TO:
EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005

QUIT CLAIM DEED

Ivory Homes Ltd, a Utah limited partnership,

Grantor, of Salt Lake County, Salt Lake City, State of Utah, hereby quitclaims to

Eagle Mountain City, a political subdivision of the State of Utah,

Grantee, of Eagle Mountain, Utah County, State of Utah, for the sum of No Dollars and No/100 Dollars (\$0.00) and other good and valuable consideration, the following described tract of land in Utah County, Utah, to wit:

See Exhibit A attached hereto and made a part hereof.

Subject to easements, restrictions, and rights-of-way appearing of record or enforceable in law or equity.

WITNESS the hand(s) of said Grantor(s), this _____ day of _____, 20_____.

Ivory Homes Ltd, a Utah limited partnership,

By: _____
Name, Title



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 21, 2025**

TITLE:	An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 Energy-Related Code Amendments.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Cooperative - City w/ Holland & Hart

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen, Evan Berrett

RECOMMENDATION:

BACKGROUND:

The Planning Commission reviewed the draft energy code ordinance in association with Enyo's application for approval of a battery storage use. The attached document features the latest code draft [as of Jan. 08, 2025] designed to address certain power supply plants (e.g., solar, natural gas, nuclear) and related accessory facilities.

The Planning Commission held public hearings over two different meetings and ultimately recommended denial with a split vote of 3-2.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

Recommendation for denial (3-2).

ATTACHMENTS:

1. Ordinance
2. EMMC Title 17 - Proposed Energy Code Amendments - Redlines

ORDINANCE NO. O- -2025

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
TITLE 17 ENERGY-RELATED CODE AMENDMENTS**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Title 17 Energy-Related Code Amendments, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Sections 17.10 Definitions, adding energy-related definitions, 17.20 adding an allowed use in the AG Zone, 17.48 adding various permitted uses to the RTI overlay zone, 17.75 inserting standards for special uses for battery energy storage systems, natural gas power plants, small modular reactors, and, adding development requirements to 17.15 as relating to solar energy projects, as described in Exhibit A.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of January, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 21st day of January, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

Proposed Zoning Amendments

Working Draft – ~~December 2~~January 7, 2024~~2025~~

1. New Defined Terms.

a) *Amend Chapter 17.10.030 of the Code to add the following new definitions:*

“Battery Energy Storage System(s) (BESS)” means one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle, together with all Battery Energy Storage System Facilities. A battery energy storage system may be comprised of more than one storage battery technology in a room or enclosed area and may include Power Lines and backup diesel generators.

“Battery Energy Storage System (BESS) Facilities” means all related equipment, devices, associated appurtenances and facilities, such as transformers, substations, electric power transmission and distribution lines of any capacity, and any related site improvements used in connection with or to facilitate, the storage, transmission, delivery or furnishing of the electric energy stored in a Battery Energy Storage System.

“Electrical Substation” means a facility containing electric supply equipment for the purpose of switching, regulating, transforming, or otherwise modifying the characteristics of electricity, including electrical equipment, such as transformers, circuit breakers, voltage regulating equipment, buses, switches, and other related equipment.

“Natural Gas Power Plant” means a facility designed and used for converting natural gas into electricity, together with all ancillary systems and infrastructure for cooling, emissions controls, and the delivery, including, without limitation, transmission and distribution pipelines, and storage of natural gas. A Natural Gas-Fired Power Plant does not include facilities for the extraction or refinement of natural gas but may include Electrical Substations and Power Lines.

“Power Lines” means transmission and/or distribution lines (of any capacity), wires, conductors, structures, towers, and cables, together with ancillary systems (such as, without limitation, switchgear, transformers, and control systems), and all related equipment and fixtures used in the transmission of electric power. Power Lines do not include Electrical Substations.

“Small Modular Reactor” means a compact nuclear fission reactor that generates up to 300 megawatts of power.

“Solar Energy Project” means a project that generates electric energy by converting sunlight, whether by solar devices or other conversion technology, for the sale, delivery, transmission, or consumption of the generated energy by more than one end-user or by an end-user other than the owner or operator of the property on which the solar energy system is constructed and operated. A Solar Energy Project may include one or more Battery Energy Storage Systems, Electrical Substations, and/or Power Lines.

~~“Small Modular Reactor” means a compact nuclear fission reactor that generates up to 300 megawatts of power.~~

~~“Power Lines” means transmission and/or distribution lines (of any capacity), wires, conductors, structures, towers, and cables, together with ancillary systems (such as, without limitation, switchgear, transformers, and control systems), and all related equipment and fixtures used in the transmission of electric power. Power Lines do not include Electrical Substations.~~

2. Proposed Amendments to the AG Zone

a) *Amend Chapter 17.20.030 to include the following uses as permitted uses within the AG Zone, as follows:*

C. Power Lines

3. Proposed Amendments to the RTI Overlay Zone

a) *Amend Chapter 17.48.030 to include the following uses as permitted uses within the RTI Overlay Zone, as follows:*

I. Battery Energy Storage Systems

J. Solar Energy Projects

K. Electrical Substations

L. Natural Gas Power Plants

M. Small Modular Reactors

M. Power Lines

4. Proposed Amendments to Chapter 17.75 Standards for Special Uses

a) *Revise Chapter 17.75.XXX to include the following development standards for Battery Energy Storage Systems:*

Development and operation of a BESS Facility must be found to conform to the following requirements:

A. A building permit and an electrical permit shall be required for installation of all Battery Energy Storage Systems.

B. Battery Energy Storage Systems shall comply with the setback requirements of the underlying zoning district for principal structures.

C. There is not, nor shall be, imposed a minimum parking standard or open space requirement for a BESS Facility. If parking is provided however, parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters,

maneuvering area, etc. If, however, a BESS Facility includes an operations and maintenance or other enclosed building, at least two (2) off-street parking spaces shall be provided, one of which shall comply with ADA requirements.

D. ~~C.~~ Battery Energy Storage Systems shall comply with the building height limitations for principal structures of the underlying zoning district.

E. ~~D.~~ Battery Energy Storage Systems shall be appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts.

F. ~~E.~~ Lighting of BESS Facilities shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

G. ~~F.~~ Battery Energy Storage Systems shall be secured from unauthorized access by a fence, wall of appropriate height and incorporating, if necessary, means to prevent climbing and crossing over said fence or wall. The DRC may waive any applicable requirements or design standards for fencing under EMMC 17.60.110 in order to ensure the safety and security of a Battery Energy Storage System.

H. ~~G.~~ Battery Energy Storage Systems and equipment shall be listed by a Nationally Recognized Testing Laboratory or equivalent.

I. ~~H.~~ The building area of the site shall provide adequate space for the distribution or transmission system-level interconnects.

J. ~~I.~~ Battery Energy Storage Systems shall be maintained in safe working order and in accordance with industry standards, including the following:

1. Areas around Battery Energy Storage Systems shall be maintained clear of combustible vegetation and other combustible materials. The extent of such a fire-safe zone(s) shall be determined through a Hazard Mitigation Analysis (HMA) to be approved by the fire marshal;

2. Access to the Battery Energy Storage Systems shall be sufficient for maintenance, emergency and fire vehicles, including snow removal at a level acceptable to the local fire department; and

3. Battery Energy Storage Systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure.

K. ~~J.~~ BESS Facility components and equipment shall comply with all applicable City noise and nuisance codes.

L. ~~K.~~ Applicant shall comply with the special approval process set forth in EMMC 17.48.020 and shall prepare and submit the following materials prior to obtaining a building permit for a BESS Facility:

1. A site plan prepared in accordance with the RTI site plan requirements.
2. A transportation plan for construction and operations indicating the roads that Applicant intends to use during construction and operations.
3. Weed and dust control plan that address proposed mitigation measures during construction and operations.
4. An emergency operations plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. In the event of any inconsistency between landscaping or buffer requirements under the code and the emergency operation plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. The emergency operations plan shall include the following information:

(a) Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions;

(b) Procedures for inspection and testing of associated alarms, interlocks, and controls;

(c) Procedures to be followed in response to notifications from the Battery Energy Storage System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed-upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure;

(d) Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire;

(e) Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required;

(f) Procedures for dealing with Battery Energy Storage System equipment damaged in a fire or other emergency event, including maintaining

contact information for personnel qualified to safely remove damaged Battery Energy Storage System equipment from the facility; and

(g) Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

5. A decommissioning plan to be implemented upon abandonment and/or in conjunction with removal from the BESS Facility. The decommissioning plan shall include:

(a) A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all Battery Energy Storage Systems components, structures, equipment, security barriers, and transmission lines from the site;

(b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

(c) The anticipated life of the Battery Energy Storage Systems;

(d) The estimated decommissioning costs and how said estimate was determined;

(e) The method of ensuring that funds will be available for decommissioning and restoration;

(f) The method by which the decommissioning cost will be kept current;

(g) The manner and timeframe in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the Battery Energy Storage System, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection and suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

(h) A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

b) Revise Chapter 17.75.XXX to include the following development standards for Natural Gas Power Plants:

Chapter 17.75.XXX Natural Gas Power Plants

Development and operation of a Natural Gas Power Plant must be found to conform to the following requirements:

A. All principal structures comprising a Natural Gas Power Plant shall be set back at least 50 feet from all exterior project boundary lines. Access roads, fencing, utility lines, and driveways may be located within such required setback. For purposes of this Section, an “exterior project boundary line” means the perimeter boundary line of the lot or lots that, taken together, comprise a Natural Gas Power Plant project.

B. ~~There is not, nor shall be, imposed a minimum parking standard or open space requirement for a Natural Gas Power Plant. If parking is provided however, parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. If, however, a Natural Gas Power Plant includes an operations and maintenance or other enclosed building, at least two (2) off-street parking spaces shall be provided, one of which shall comply with ADA requirements.~~

C. ~~B.~~ Natural Gas Power Plants shall be secured from unauthorized access by a fence or wall of appropriate height that incorporates, if necessary, means to prevent climbing and crossing over said fence or wall. The DRC may waive any applicable requirements or design standards for fencing under EMMC 17.60.110 in order to ensure the safety and security of a Natural Gas Power Plant.

D. ~~C.~~ Natural Gas Power Plants shall be maintained in safe working order and in accordance with industry standards, including the following:

1. Areas around Natural Gas Power Plants shall be maintained clear of combustible vegetation and other combustible materials. The extent of such a fire-safe zone(s) shall be determined through a Hazard Mitigation Analysis (HMA) to be approved by the fire marshal; and

2. Access to the Natural Gas Power Plants shall be sufficient for maintenance, emergency and fire vehicles, including snow removal at a level acceptable to the local fire department.

E. ~~D.~~ Natural Gas Power Plant components and equipment shall comply with all applicable City noise and nuisance codes.

F. ~~E.~~ Lighting of Natural Gas Power Plants shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

G. ~~F.~~ The Applicant shall comply with all applicable federal and state laws, rules, and regulations and shall provide evidence of all federal and state permits and approvals required to operate a Natural Gas Power Plant prior to the issuance of a certificate of occupancy.

H. ~~G.~~ Applicant shall comply with the special approval process set forth in EMMC 17.48.020 and shall prepare and submit the following materials prior to obtaining a building permit for a Natural Gas Power Plant:

1. A site plan prepared in accordance with the RTI site plan process.
2. A transportation plan for construction and operations indicating the roads that Applicant intends to use during construction and operations.
3. Weed and dust control plan that address proposed mitigation measures during construction and operations.
4. A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders.
5. A list and copies of all other federal, State and local permits and approvals that have been or will be required for the proposed Natural Gas Power Plant, together with a proposal for coordinating such approvals with the City.

Chapter 17.75.XXX Small Modular Reactors

Development and operation of a Small Modular Reactor must be found to conform to the following requirements:

A. A Small Modular Reactor shall comply with the residential setback, site planning and emergency planning zone recommendations of the U.S. Nuclear Regulatory Commission (NRC) and the Environmental Protection Agency (EPA) for Small Modular Reactors.

B. A Small Modular Reactor shall be secured from unauthorized access by a fence, wall of appropriate height and incorporating, if necessary, means to prevent climbing and crossing over said fence or wall. The DRC may waive any applicable requirements or design standards for fencing under EMMC 17.60.110 in order to ensure the safety and security of a Small Modular Reactor.

C. A Small Modular Reactor shall be maintained in safe working order and in accordance with industry standards and all NRC regulations.

D. Applicant shall comply with all applicable federal and state laws, rules, and regulations, including, without limitation, all applicable requirements of the NRC and EPA, and

shall provide evidence of all federal and state permits and approvals required to construct a Small Modular Reactor prior to the issuance of a building permit.

E. Lighting of Small Modular Reactors shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

F. Applicant shall comply with the special approval process set forth in EMMC 17.48.020 and shall prepare and submit the following materials prior to obtaining a building permit for a Small Modular Reactor:

1. A site plan prepared in accordance with the RTI site plan process.
2. A transportation plan for construction and operations indicating the roads that Applicant intends to use during construction and operations.
3. Weed and dust control plan that address proposed mitigation measures during construction and operations.
4. A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders
5. A list and copies of all other federal, State and local permits and approvals that have been or will be required for the proposed Small Modular Reactor, together with a proposal for coordinating such approvals with the City.

c) *Revise Chapter 17.75 Standards for Special Uses to include the following development standards for Solar Energy Projects.*

17.15.XX Solar Energy Projects

Development and operation of a Solar Energy Project must be found to conform to the following requirements:

A. Structures constructed at, or as part of, a Solar Energy Project shall be comply with the following setbacks: (a) at least 50 feet from all exterior project boundary lines that abut a residentially zoned district; and (b) from public road rights-of-way, at least the distance required by the base zone in which the Solar Energy Project is established, or, twenty-five feet, or one and one-half times the height of the nearest structure to a right-of-way, whichever is greater. Access roads and driveways may be located within any required setback. For purposes

of this Section, an “exterior project boundary line” means the perimeter boundary line of the lot or lots that, taken together, comprise a Solar Energy Project.

B. A Solar Energy Project shall be fully fenced and secured with locked gates. Fences shall be no less than 6 feet and no more than 8 feet in height and constructed of chain link or other durable material. Knox key lock boxes and keys shall be provided at locked entrances to allow emergency personnel access. For any portions of the site located adjacent to a public right of way, such fencing shall include additional screening elements (such as slatted chain link or other solid fencing material). Exterior fencing shall not be required along any portion of a Solar Energy Project that is contiguous to and part of a similar project located outside the boundaries of Eagle Mountain City. The DRC may waive any applicable requirements or design standards for fencing under EMMC 17.60.110 in order to ensure the safety and security of a Solar Energy Project.

C. Subject to the provisions of the fire safety and protection plan described below, a Solar Energy Project shall incorporate the applicable landscaping requirements of the underlying zoning district for the portion(s) of the project site located adjacent to public rights of way. However, if the project site is not currently served by culinary or irrigation water lines or systems, a Solar Energy Project shall not be required to comply with applicable landscaping requirements of the underlying zoning district. Additionally, no landscaping shall be required within the fenced area of the project site. The Solar Energy Project owner/operator shall comply with all applicable weed control requirements set forth in this Code.

D. There is not, nor shall be, imposed a minimum parking standard or open space requirement for a Solar Energy Project. If parking is provided however, parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. If, however, a Solar Energy Project includes an operations and maintenance or other enclosed building, at least two (2) off-street parking spaces shall be provided, one of which shall comply with ADA requirements.

E. Solar Energy Project components and equipment shall comply with all applicable City noise and nuisance codes.

F. Lighting of Solar Energy Projects shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

G. All photovoltaic panels of a Solar Energy Project shall be restricted to a maximum height of twenty (20) feet when orientated at a maximum tilt, as measured from the existing grade. All other buildings or structures comprising a Solar Energy Project shall comply with the height requirements of the underlying zoning district.

H. Applicant shall comply with the special approval process set forth in EMMC 17.48.020 and shall prepare and submit the following materials prior to obtaining a building permit for a Solar Energy Project:

1. A site plan prepared in accordance with the RTI site plan process.

2. A transportation plan for construction and operations indicating the roads that Applicant intends to use during construction and operations.
3. Weed and dust control plan that address proposed mitigation measures during construction and operations.
4. A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail.
5. Decommissioning plan that addresses the anticipated life of the project; the estimated cost to remove, dismantle, and dispose of project improvements, less the salvage value of such improvements, as determined by a licensed professional engineer; the manner in which the project will be decommissioned and site reclamation obligations.
6. Decommissioning bond in the form of a cash bond, an irrevocable letter of credit issued in favor of the City in the amount of 100% of the estimated costs to decommission the site, or other financial assurances as reviewed and approved by the City Attorney, as set forth in the decommissioning plan. The amount of the decommissioning bond shall be updated every five (5) years to reflect current estimated decommissioning costs, which estimate shall be prepared by a licensed professional engineer and submitted to the City.
7. Once decommissioning has occurred as to a portion of the site, the financial assurances provided for such portion of the site will no longer be required and any remaining financial assurances will be adjusted or returned to the Solar Energy Project owner/operator accordingly. Following full decommissioning of the site, any funds not utilized by the City as provided in Section H below shall be returned the Solar Energy Project owner/operator.

I. Should any portion of the Solar Energy Project be deemed abandoned by the City as provided herein, that portion of the site shall be removed in accordance with the decommissioning plan. If the Community Development Director or its designee finds that some or all of the Solar Energy Project has been abandoned, the Community Development Director or its designee shall provide written notice of such finding of partial or total abandonment to the property owner and the Solar Energy Project owner/operator. Within (60) days after receipt of such notice, the property owner and/or Solar Energy Project owner/operator may provide the City a written response disputing such finding of abandonment and/or requesting an extension of additional time to repair and restore operations of the Solar Energy Project or to commence decommissioning of such portion of the Solar Energy Project. The Community Development Director shall consider any such written response by the property owner and/or the Solar Energy Project owner/operation at a public hearing as provided for in EMMC Section . The

final decision of the Community Development Director issued following such public hearing may be appealed to the applicable land use appeal authority in accordance with the Code.

If, following a final decision of the Community Development Director that some or all of the Solar Energy Project is abandoned and the Solar Energy Project owner/operator fails to repair or decommission such abandoned portion of the Solar Energy Project within the time frame set forth in the decommissioning plan (or as otherwise approved by the Community Development Director as provided herein) or fails to file a timely appeal with the land use appeal authority on the City's finding that some or all of Solar Energy Project is abandoned, this failure will be deemed as sufficient cause for the City to utilize the decommissioning bond provided to the City pursuant to EMMC Section [REDACTED] and to remove the Solar Energy Project and implement the decommissioning plan prepared by the Solar Energy Project owner/operator.

A Solar Energy Project is considered "abandoned" when some or all of its improvements remain non-functional or inoperative, meaning it is not being used to generate energy or is not maintained in compliance with the terms of an approved building permit, for a continuous period of one (1) year. A Solar Energy Project that is, in whole or in part, nonfunctional or inoperative for any period of time as a result of an emergency or force majeure event, any maintenance, repair, or repowering of the Solar Energy Project by the owner/operator, and/or curtailment by an end user or power purchaser, or any other periods of nonuse that are planned or scheduled by the Solar Energy Project owner/operator or otherwise required by the power purchaser or transmission provider shall not be deemed abandoned for purposes of this ordinance.

Document comparison by Workshare Compare on Tuesday, January 7, 2025
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Format changes	0
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Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.	5/16/2023	City Manager		X	X				
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Do	In Progress	1/1/2025	1/16/2025	Per MIHP 9.4, Strategy 2. A webpage has been set up, a contract for the broker has been approved. Nine applications have been received and are being reviewed.	1/3/2023	Strachan							
2024.003	14	Status Report on Master Plans	Per EMMC 2.19.030.J, provide periodic city council review of the priorities and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	Secondary Priority	Schedule	In Progress	6/30/2025	11/26/2024	Staff reported on the status of master plan reviews on 7/2/2024; staff is reviewing draft West Service Area Impact Fee Facilities plans and Engineering has initiated master planning processes for water, wastewater, and stormwater systems; Parks is working on a parks master plan.	7/16/2024	Strachan		X	X				
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	10/2/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation based on LRB's report on 9/17/24. A resolution to adopt a housing plan was tabled on 10/01/24.	8/15/2023	Berrett				X			
2024.007	16	Study public transit innovation grants and other opportunities.	Investigate and apply for transit innovation grant monies to improve transit opportunities.	Secondary Priority	Do	New	3/31/2025	11/19/2024	The Council requested that a trial transit project be created.	11/19/2024	Winterton				X		X	
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power	Secondary Priority	Schedule	In Progress	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.	5/16/2023	Mumford		X					X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	In Progress	12/31/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation on 9/17/2024.	1/3/2023	Mumford				X			

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2024.001 (was 2023.003)	22	General PI+C15:J21an Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	1/15/2025	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. We are finishing the last couple of focus groups and forming the working groups. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We have drafts for the first couple of chapter. Preparation of the master plans is effecting the timing of the General Plan. Staff was not aware these would be done during the General Plan process.	5/16/2023	Larsen			X		X		
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	10/30/2024	The survey is complete and staff will be incorporating the data into the GP throughout the drafting process.	3/6/2024	Larsen							
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	1/15/2025	Staff and GSBS continue to work on gathering data for the Future Land Use Map. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Target completion for the FLUM is the end of February/first part of March.	3/6/2024	Larsen							
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	1/15/2025	Staff has begun early preparations for the annexation plan. The utility master plan preparation will likely have a bearing on the timing of completion of the Annexation plan.	4/2/2024	Larsen							
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	12/18/2024	We have drafts for the first couple of chapter. We plan to bring them to PC and Council in Feb/Mar 2025 for feedback.	3/6/2024	Larsen							
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	12/18/2024	Some initial work has begun on this section to prepare an outline. Staff has begun some early drafting of this section.	3/6/2024	Larsen							
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025		Future	3/6/2024	Larsen							
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024	Larsen							

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	4/29/2025	12/18/2024	We have hired consultants to create master plans for transportation, water, sewer, and stormwater. These master plans will include design of the full buildout scenarios for each of these. We plan to have the master plans completed by April 2025.	4/2/2024	Larsen Hogge		X					
2024.001j (was 2023.023 & 2023.049)	22	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	In Progress	12/31/2024	1/15/2025	Staff had a kickoff meeting with the water consultant on 1.14.25. Completion of the water study will inform land use decisons like never before. Staff is humbled by the process we will go through to get the data, but excited for the help the data will be in making land use decisions.	4/2/2024	Larsen		X		X	X		
2024.004	22	Housing Audit	Gather data and produce a report on the number, types, sizes, status (entitled, built, own, rent), etc. of housing in the community. Strategize on how to use and communicate the information to legislators, the market, etc.	High Priority	Schedule	Not Started	TBD	11/25/2024	Staff has begun early preparations for completing this work. Staff presented some preliminary data to Council on 11.14.24. Staff will continue preparing housing data that will help the City as it interacts with the State Legislature during the 2025 legislative session. This data preparation and collection will also help with the GP process.	10/15/2024	Larsen				X			
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023	Larsen				X			
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	5/16/2023	Larsen				X			
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	11/25/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd is reviewing encroachments with Admin and making a game plan to present to the Council. It is anticipated that Todd will be making recommendations to the Council on a partial list of properties in January 2025.	8/15/2023	Larsen				X			

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen						X	
2024.006	22	Residential Zones Driveway and Minimum Home Sizes	Review EMMC 17.25 residential and agricultural zones to ensure compliance with state requirements.	Secondary Priority	Schedule	Not Started	1/31/2024	11/6/2024	Bring back recommendations regarding minimum dwelling SF and driveway widths in the AG Zone.	11/6/2024	Larsen						X	
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	12/30/2024	11/6/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21. A report was presented to the Council on 11/6/2024 and tabled for further discussion at the Strategic Planning Conference. Council has asked Finance to present some information they need to guide the timeline/phasing of the projects. Staff is planning to bring it back again and incorporate feedback from Strategic Plan Conference and input from our financial advisor.	5/16/2023	Weber		X		X		X	
2023.018	24	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Do	Long Horizon	<2030	11/13/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved \$553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North (2029); \$459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor (2029); and projects making it easier to cross Lehi and Saratoga Springs (2025 & 2026). Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	5/16/2023	Hogge		X		X			
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	12/18/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in July. This project has been delayed due to the City's reuse application to the state being rejected. The report has been resubmitted and although we do not have an approved reuse permit, we are moving forward with the reuse plan. Currently Parkway Fields is installing purple pipe for use in their subdivision. A water right hearing on water reuse was held on December 12 to get more info on options with our rejected reuse application.	5/16/2023	Hogge		X				X	
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	10/1/2025	12/18/2024	Phase 1 is complete. Contractor is almost complete with Phase 2. Completion is expected in the spring of 2025 when weather allows paving. Phase 3 will complete the connection to SR73 and extension to the north of SR73. Construction on Phase 3 will start in the spring of 2025.	5/16/2023	Hogge		X		X			

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2025	12/18/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025. Property acquisition is underway and 70% design is complete.	5/16/2023	Hogge		X		X			
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	11/13/2024	CC approved an interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) on 10/01/2024. Avenue Consultants has been hired to complete the feasibility study for the connection to Saratoga Springs through Hidden Hollow. Engineering is working on hiring a consultant to complete a full master plan update and the expressway will be included in that update.	8/15/2023	Hogge		X		X			
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023	Hogge		X					
2024.005	24	Transportation	Contemplate the transportation network on the south end of the city; how to extend the future Cedar Valley Freeway south past the mountains, and a future belt route linking to Tooele.	Secondary Priority	Schedule	Not Started	TBD	11/13/2024	Engineering is working on hiring a consultant to complete a full master plan update and the these connections will be included in that update.	10/15/2024	Hogge		X		X			
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.	5/16/2023	Ruesch Hickman		X		X			
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	8/15/2023	Hickman Kofoed Hilton							

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2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023	Hickman						X		X
Proposed																			
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.		Strachan Hickman								X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.										
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	-	-					Hickman							X	
2023.029	21	Master Plan Process	Council members want to know how they can be involved in the city infrastructure	Proposed	-	-		7/2/2024	Write a memo; also relates to EMMC 2.19.030.J.		Mumford						X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.		Mumford Berrett						X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.		Mumford								X
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.		Mumford						X		
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.		Larsen								

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2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.		Larsen							X
Completed																		
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	-	Completed	7/16/2024	12/3/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. The Council adopted the policy on 12/3/2024 as EMMC CHAPTER 17.46	8/15/2023	Draper							
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	Completed	5/31/2024	10/16/2024	TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE. An Historic Zones Code Amendment has received a recommendation from the PC for adoption. The CC adopted it with amendments on October 15.	5/16/2023	Larsen						X	
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	Completed	4/30/2024	9/17/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24. This was approved by the Council on 9.3.24.	9/19/2023	Larsen						X	
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Delete	Completed	12/31/2024	8/20/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. The city's Consolidated Fee Schedule was updated to reflect this policy.	8/15/2023	Mumford							

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Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023	Larsen							X
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinel Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023	Larsen						X	
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023	Larsen						X	
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023	Larsen						X	
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023	Larsen		X			X		
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023	Draper						X	
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023	Maffitt					X		
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023	Strachan							

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Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023	Larsen							X
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023	Mumford							X
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023	Trusty		X					
2023.027	14	Second Class City Requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.		Strachan						X	

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	In Progress	1/1/2025	1/16/2025	Per MIHP 9.4, Strategy 2. A webpage has been set up, a contract for the broker has been approved. Nine applications have been received and are being reviewed.
General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	In Progress	9/30/2024	1/15/2025	Staff and GSBS continue to work on gathering data for the Future Land Use Map. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Target completion for the FLUM is the end of February/first part of March.
General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Not Started	6/30/2025	1/15/2025	Staff has begun early preparations for the annexation plan. The utility master plan preparation will likely have a bearing on the timing of completion of the Annexation plan.
GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	In Progress	12/31/2024	1/15/2025	Staff had a kickoff meeting with the water consultant on 1.14.25. Completion of the water study will inform land use decisions like never before. Staff is humbled by the process we will go through to get the data, but excited for the help the data will be in making land use decisions.



Tentative Upcoming Agenda Items for City Council Information

Development Projects

- Allgood Plat Amendment
- AT&T Tower Gateway Site Plan
- Eagle Mountain Blvd Bungalows Concept Plan
- Garner Farms Master Development Plan
- Harmony A-13, A-14, and A-16 Site Plans
- Les Schwab Rezone
- Overland Village 2B Preliminary Plat
- Parkway Fields Phase H Preliminary Plat
- Sage Park Central Stake Site Plan
- UTA Park and Ride Site Plan
- Verizon Pro Rough Legged Site Plan

Code Amendments

- Disposal of City Property
- Drive-Thru Regulations
- Fence Code
- Off-Street Shared Parking Agreements for Non-Single Family
- Recreational Vehicle Storage
- Residential Zone Land Use Table
- Rezones after Development Agreement Expirations
- Right-of-Way Illustrations

Other Items

- Commercial Water Rights Requirements
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain
- Open Space Plan and Goat Grazing Proposal
- Report on Overlay Zone

Please note all items are tentative and are subject to change.