EAGLE MOUNTAIN
PLANNING COMMISSION MEETING

November 28, 2023, 5:30 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

5:30 P.M. - Eagle Mountain City Planning Commission Work Session

1. Discussion Items

1.A DISCUSSION - Rose Ranch (Formerly Mae Land)
Discussion item to provide feedback to the applicant on the future development of the property.
Rose Ranch
Rose Ranch Concept Redline

1.B DISCUSSION - Residential Definitions and Chapter Redo -- Including Land Use Table
Planning Commission review and discussion respecting a proposed code amendment suite related to EMMC 17.25 and all parts thereof...
Res. Definitions and Controls Code Draft

6:30 P.M. - Eagle Mountain City Planning Commission Policy Session

2. Pledge of Allegiance

3. Declaration of Conflicts of Interest

4. Approval of Meeting Minutes

4.A November 14, 2023 Planning Commission Minutes
11.14.2003 PC DRAFT Minutes.docx

5. Status Report

6. Action and Advisory Items

6.A ACTION - Firefly NPA 8 A3 - Site Plan

Planning Commission public hearing review of a request by Candlelight Homes for Master Site Plan Approval for Firefly NPA 8 Phase A 3, which consists of 74 total multi-family attached residential lots arranged into 12 buildings on 6.5 acres of land (11.3 du/a) within the Firefly Master Planned Community over parcel number(s) 59:049:0043 & 59:052:0017. Firefly is located in the southwest area of the City near SR-73 and Pole Canyon Boulevard.

Firefly Site Plan Civil_NPA 8 A3_FLY_10.30.23
Firefly MF Design Standards_NPA 8 A3_FLY_10.30.23

Firefly Design Package_NPA 8 A3_FLY_10.30.23
Firefly Landscape Schematic Design_NPA 8 A3_FLY_10.30.23
ARMDA (2023-06-29) final
CommunityPlan_FLY_FINAL_23.06.30

6.B ACTION / PUBLIC HEARING - Official Zoning Map Adoption - Ordinance

This Item has been Removed from the Agenda. The City is adopting an official updated city-wide zoning map, which will be an interactive digital online map. Properties are not being rezoned with this approval. The City is simply clarifying the zoning and creating a user-friendly map.

6.C ACTION - Various Sections in Title 17 Relating to Height of Multi-Family Structures, and Height and Standards of Religious or Cultural Meeting Halls - Ordinance

Planning Commission review and recommendation to the City Council on proposed EMMC amendments to various sections in Title 17 regarding an increase in building height of Multi-family structures in the MF2 zone and an increase in height of an ancillary structure(s) on a Church or Cultural Meeting Hall as well as regulation of these standards.

Religious or Cultural Meeting Hall Height and Use
MF2 Building Height

6.D ACTION - Drive-Thru - Ordinance

Planning Commission review and recommendation regarding a proposed code amendment to Title 17, Chapter 75.069 deleting the Special Use zoning category of “Restaurant with drive through services” and replacing the drive-thru regulations in that code section with revised language to become Chapter 55.130.

Drive-thru regulations.post PC.5-23-2023.fix

6.E ACTION - Fencing - Ordinance

Planning Commission review and recommendation of proposed code amendments to EMMC 17, Chapter 10.030 by adding definitions, deleting 17.60.110, 120 & 130 in their entirety and replacing the same with a new Title 17.120 that reformats, clarifies, and adds to the deleted sections. The proposed language contains fencing height and placement controls and other regulations for residential, commercial, industrial, and public facilities fencing. It also addresses materials and appearance, non-conforming fencing, abatement of unlawful fencing, walls, chain-link & electric fences, privacy screening elements, trash enclosures, location restrictions, fencing over easements, berms and hedges, the effect of private CCRs on City fence standards, retaining walls, and street screens.

EMMC Fence Code Revisions.Nov 2023

6.F ACTION - Lot Line Adjustments - Ordinance

Planning Commission review of a proposal to enact an ordinance amending Title 17, Chapter 10.030 by adding definitions, and, Title 16.50.020 & 16.50.040 and 16.55.040 by causing property line adjustments between a recorded subdivision plat and adjoining parcel of land to not require execution of a plat amendment, but rather only the need for a record of survey to be authorized and recorded. The change is in care and keeping with Utah State's recent passage of HB 406.

HB 406 EMMC code amendment.property line adjustments.May 2023

6.G ACTION - Livestock - Ordinance

Planning Commission review and recommendation regarding proposed changes to EMMC 17, Chapter 10.030 by adding a definition, and, Title 17.25.040 the "Residential Development Standards Table" to better clarify the Table by affirming that structures housing livestock are to be kept 50' from neighboring residences and 6' from all other structures in the RA1, RA2, RD1, RD2 and FR Zones, and, that structures housing livestock shall be kept 6' away from all structures (including neighboring residences) in the R1, R2, R3, RC,MF1 and MF2 Zones. Furthermore, footnote number 3 under the table is proposed to be amended to specify that setback(s) for structures not requiring a building permit shall not be required -- save for those that house livestock.

Livestock Housing Setbacks clarified.May 2023.redline version

6.H ACTION ITEM/PUBLIC HEARING -- Landscape OrdinanceAmending the Eagle Mountain Municipal Code, Chapter 7 Parks,Trails, and Special Events; Chapter 16 Subdivisions; and Chapter 17Zoning.

BACKGROUND: (Presented by Grants Coordinator/Management Analyst Natalie Winterton, Finance/Management Analyst Terrence Dela Pena, and Water Resource Supervisor Jordan Nielson) The proposed
ordinance amends Eagle Mountain Municipal Code Chapter 7 Parks, Trails, and Special Events, updating definitions as it relates to Parks, Trails, and Special Events within the City. It also amends Chapter 16 Subdivisions, adding additional restrictions as it relates to open space requirements. Lastly, the proposed changes amend Chapter 17 Zoning, adding definitions, and updating landscape requirements as it relates to new construction.

6.I ORDINANCE/PUBLIC HEARINGÂ - Wildlife Corridor Overlay Zone - Ordinance

Please continue this item indefinitely.

17.49.010 redline-10-30-23.docx

7. Discussion Items

8. Next scheduled meeting

9. 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 accommodation 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.

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	DISCUSSION - Rose Ranch (Formerly Mae Land)
ITEM TYPE:	Discussion
APPLICANT:	Austin Smith

ACTION ITEM:
No

PUBLIC HEARING:
No

PREPARED BY:
David Stroud, Planning

BACKGROUND:

Discussion on Parcel 59:043:0016, 79.9 acres. The applicant contemplates a development containing a variety of single-family lots. The major issue is the current Fairfield Road and the future City plan to convert to a trail. Initial plans have Fairfield Road converted to open space. However, the foreseeable future is to keep the road, which prevents use as open space.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

RECOMMENDATION:

ATTACHMENTS:

Rose Ranch

Rose Ranch Concept Redline

RBallif 10/18/23 no comment at this time.

DPayne 10/18/2023- No comments at this time.

DDeVoogd/UFA 10/18/2023 - No Comments

TBlack—10-18-23—nice to have a reference map to know where this is....LEI to send a ARC GIS file of construction foot print would be great. tblack@emcity.org

M BAHR 10-18-23
NO COMMENTS AT PRELIM

SMumford 10-19-23 comments

S. Lehmitz reviewed 10/20/2023 - Comments

D Stroud 10.25.23 comments

NORTH

SCALE: 1"=100'

100 50 0 100

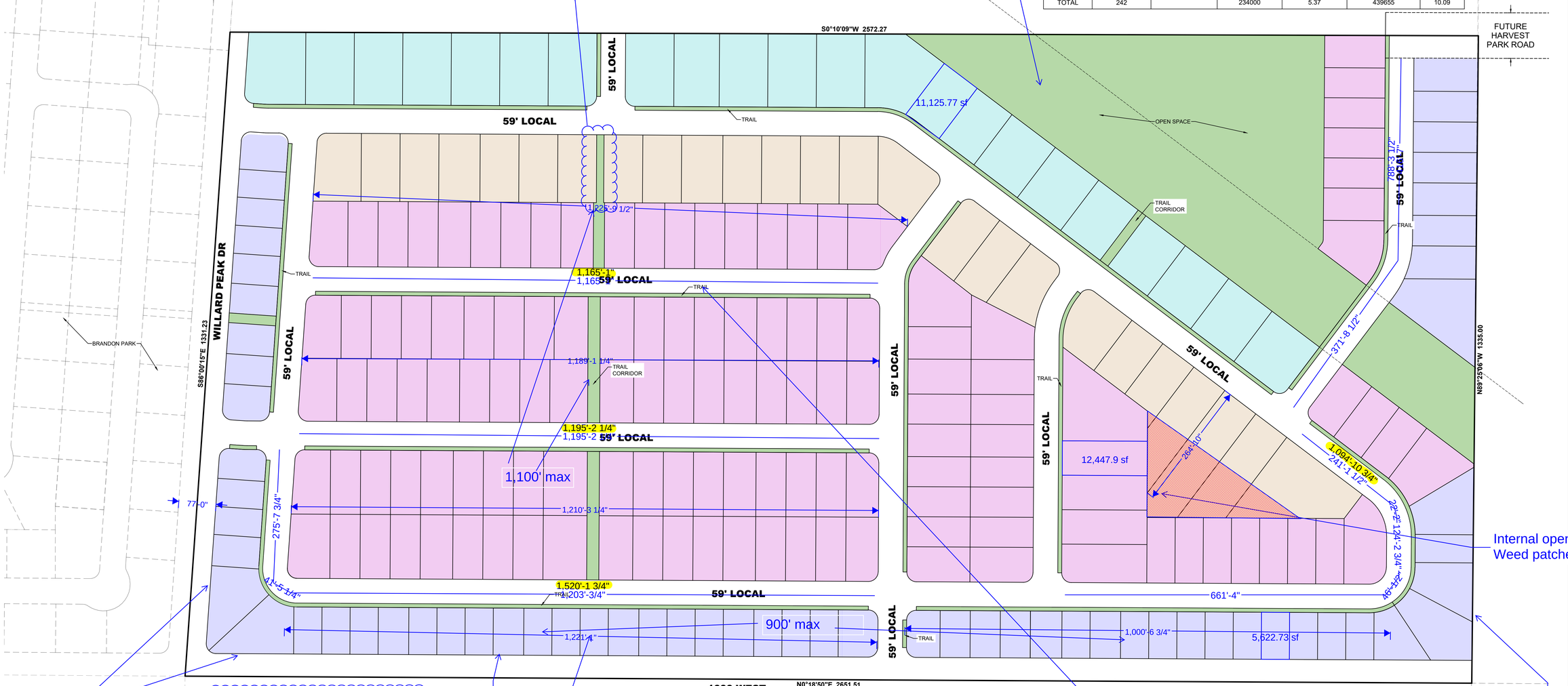
This neighborhood needs to have a more even mix of lot sizes, with more R2 and R1 lots. At least 50% of the lots in the subdivision should be combined R2 and R1.

TABULATIONS						
ZONE	LOT COUNT	MIN. AREA	AVG REQ'D	AVG. PROVIDED	SQUARE FEET	ACRES
RC	63	~~4000~~ 4500	6000 SF	7120.5	448592	10.30
R3	132	6500	8500 SF	8900.9	1174917	26.97
R2	25	8000	10890 SF	13381.9	334547	7.68
R1	22	10890	14520 SF	14782.1	325207	7.47
TOTAL	242					

OPEN SPACE TABULATIONS						
ZONE	LOT COUNT	REQ'D SF /LOT	REQ'D SF	ACRES	OS PROVIDED	ACRES
RC	63	1000	63000.0	1.45		
R3	132	1000	132000.0	3.03		
R2	25	900	22500.0	0.52		
R1	22	750	16500.0	0.38		
TOTAL	242		234000	5.37	439655	10.09

This should be shown as a temporary road, but as future open space. It is tricky, though, since the road may remain for 5+ years, so we have to plan for the road to stay...but with plans for it to convert to open space once the road is removed.

Does the trail corridor have to narrow here?



Internal open space? Weed patches, otherwise.

"Durable quality" shall mean fencing of stone, masonry, or decorative concrete. Vinyl, wood alternative composite material, and wood fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road.

18-foot parkstrip with 8-foot path

Consider bringing the trail corridor out to 1600 West.

Not 1600 West in EM

Mailbox pullouts?

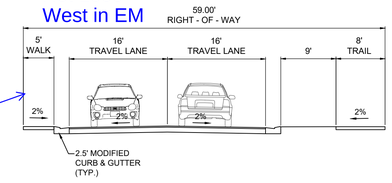
Trails on local streets? Does not make sense to have trails in this amount and locations.

ROW improvements needed similar to what Brandon Park did with Willard Peak on north side which Rose Ranch now completes.

Tier Level	Maximum Block Length
RA1 and RA2	1,200'/1,500'*
RD1, RD2, FR	1,000'/1,200'*
R1, R2, R3	800'/1,100'*
RC, MF1, MF2	600'/900'*

* Longer block length permitted if a midblock pedestrian connection is provided.

The measured block lengths need to be shortened.

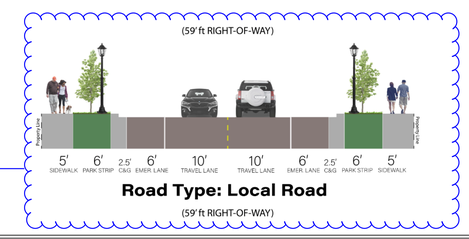


1A 59' LOCAL SECTION

This standard does not exist.

This is designed as a more standard residential neighborhood, and should use the standard local section with park strips and sidewalks.

Standard 59' ROW



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NOT FOR CONSTRUCTION

SMITH PROPERTY
EAGLE MOUNTAIN, UTAH

1I - CONCEPT PLAN

REVISIONS
1 -
2 -
3 -
4 -

PROJECT #: 1030
BY:

1"=100'
DATE: 10/05/2023

SHEET 1

U:\0_LEI PROJECTS\2023\2030-SMITH PROPERTY - EAGLE MT\CAD\DWG\CONCEPTS\2030-SMITH CN - CONCEPT 1I.DWG 10/5/2023 4:09 PM

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	DISCUSSION - Residential Definitions and Chapter Redo -- Including Land Use Table
ITEM TYPE:	Discussion
APPLICANT:	City-initiated

ACTION ITEM:
Yes

PUBLIC HEARING:
No

PREPARED BY:
Robert Hobbs, Planning

BACKGROUND:
Day to day zoning administration has revealed the need to add a number of definitions related to residential use to our code. At the same time, it was thought beneficial to reformat the land use table to make it easier for the public and City Staff to use -- arranging uses by type and then alphabetizing the same.

ITEMS FOR CONSIDERATION:
n/a

REQUIRED FINDINGS:
n/a

RECOMMENDATION:
n/a

ATTACHMENTS:
Res. Definitions and Controls Code Draft

Chapter 17.10
DEFINITIONS

Sections:

17.10.010 What this chapter does.
17.10.020 General purpose.
17.10.030 Definitions.

...

17.10.030 Definitions.

~~"Accessory dwelling unit (ADU)" is an independent habitable living unit, with a kitchen, bath facilities, and its own entryway, which is (1) within or attached to an owner-occupied single-family residential dwelling, or (2) within a separate detached accessory structure, or above a detached garage, on a single-family lot. Does not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels.~~

~~"Accessory structure or building" means a subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.~~

~~"Bed and breakfast facility" means a limited commercial activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodations, limited food services, parking facilities and open space in a natural setting.~~

~~"Manufactured home or dwelling" means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act (4 USC 5401), the International Building Code or the International Residential Code. Mobile homes, travel trailers, houses mounted on self-propelled or drawn vehicles, shipping containers and tents or other forms of temporary housing or portable housing are not included within this definition.~~

~~"Multifamily dwelling" means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental. See also "Family."~~

~~"Patio home" means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. Patio homes may also be attached to one or more other patio homes, each with a small private patio or yard area. A patio home development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as cluster homes.~~

~~"Residential facility for persons with a disability" means a residence in which more than one person with a disability resides and which is licensed or certified by: the Utah Department of Human Services under Utah Code Annotated Title 62A, Chapter 2, Licensure of Programs and Facilities; or the Utah Department of Health under Utah Code Annotated Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.~~

~~"Residential juvenile group home" means a 24-hour-per-day group living environment for adolescents under the age of 18, unrelated to an owner or operator, that helps individuals who have emotional, psychological, developmental, or behavioral dysfunctions or impairments to acquire and strengthen the social and behavioral skills necessary to live independently in the community.~~

~~"Residential rehabilitation and treatment facility" means a facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of adults or juveniles in order to provide rehabilitation, treatment, counseling, or educational services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse, or mental health.~~

17.10.030 Definitions.

Dwellings, Residential (any of the following):

"Accessory dwelling (residential), detached" means a detached accessory residential dwelling unit (including but not limited to guesthouses) as a separate structure, is allowed on the same lot/parcel as a house, provided they contain only one bedroom, no separate address, no separate utilities for their use. They may be combined with or be part of another detached structure such as a detached garage. The square footage of the accessory residential use within the detached structure, may not exceed 500 square feet of livable space.

"Affordable housing/workforce housing" means housing for which the occupant(s) is/are paying no more than 30 percent of their income for gross housing costs, including utilities. (U.S. Housing and Urban Development definition.)

"Bed and breakfast" means a limited commercial lodging activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodation, limited food services, parking facilities and open space in a natural setting.

“Caretaker” means an accessory residential use on a commercial or industrially zoned property where caretaker is permitted to reside therein on-site at the place of business for which they are charged to look after. The caretaker dwelling shall include cooking, sleeping, and sanitation facilities. Caretaker units are not considered or allowed to be primary dwelling units and may not be vehicles, tents or other non-dwelling units.

“Condominium” means a building or complex in which units of property are owned by individuals and common parts of the property, such as the grounds and building structure, are owned fractionally and jointly by the unit owners. The units are three-dimensional legally described, titled, blocks of air space designated for a use such as an apartment, office or store inside of a structure (such as an apartment building).

“Day shelter” means a purpose-built, renovated or converted structure(s) with facilities that supplement homeless and low-income persons when the shelter they are staying in only offers shelter on an overnight basis. Case management, laundry facilities, shower facilities, meals and basic hygiene are often provided. An emergency or homeless shelter that allows clients to stay during the day is also classified under this category.

“Duplex” See definition of dwelling, two-family (duplex).

“Dwelling, apartment” means a residential dwelling unit that is owned by a landlord and rented to a tenant. Apartments may be in a single building or complex of several buildings.

“Dwelling, combined with a business” means a structure that contains both a dwelling (or dwellings) and a commercial use (or commercial uses). Sometimes referred to using the term “mixed-use”.

“Dwelling, container” See definition of a modular building.

“Multi-family dwelling” means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes (e.g., two-unit townhouse or “twin home” tri-plex apartment or three-unit townhouse, etc. etc.) with each unit therein having separate, complete housekeeping facilities (i.e., kitchen, bathroom(s), living area, bedroom(s), etc. and access). Multi-family dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and similar. Any multi-family dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental (STR). The minimum connection "length" between units, to qualify for duplex status, shall be eight linear feet. The structural connection shall provide for a functional, usable and enclosed space.

“Dwelling, single-family (including group residence)” means a detached building designed or used exclusively to serve as living (i.e., cooking, sleeping, general living) quarters for the occupancy of one "family" (as defined herein) and having housekeeping facilities for that family. A single-family dwelling (i.e., a home or house) incorporates habitable rooms which

are occupied, or which are intended or designed to be occupied by one family with housekeeping facilities for living, sleeping, cooking and eating. Dwellings (dwelling units) shall not be deemed to include vehicles (e.g., camp trailers, cars, trucks, trailers, buses, RVs, towed pop tents, camper shells, and as elsewhere defined) nor other mobile and temporary shelters such as tents, boxes, etc., nor accessory buildings such as garages and storage sheds. Often called a “home”.

Furthermore, it also refers to any "group residence" dwelling unit in which eight or fewer unrelated physically and/or mentally handicapped or elderly persons legally reside as a single housekeeping unit who are supervised at the "group residence" in connection with their handicap or age-related infirmity. Resident staff, if employed, need not be related to each other or to any of the mentally and/or physically handicapped (including those suffering from a drug or alcohol addiction) or elderly persons suffering from (an) age-based infirmity(ies) residing in the group residence. No more than two staff shall reside in that dwelling/group residence at one time.

Such facilities are also referred to/labeled as residential care facilities/homes by the International Building and Fire Codes. No conditional use permit, zoning variance, or other zoning clearance is, or shall be, required by this Code of a legal group residence, as heretofore defined, which is not also required of a single-family dwelling unit in the same zone wherein a group residence is located as long as the group residence is licensed as such with the Department of Health and Welfare. The city reserves the right to require or verify or administer licensing to assure resident eligibility under the above referenced fair housing protected classes (mentally or physically handicapped or elderly).

The limitations provided for in this definition do not apply to tenancy or planned tenancy in a "group residence" (hereinafter termed a "transition home"), as defined above, by persons who are under the supervision of the State Board of Corrections on probation or parole or who are required to register pursuant to Utah code or whose tenancy would otherwise constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. A separate set of land use categories are listed in this title for group residences of persons under the supervision of the State Board of Corrections (or other appropriate licensed agency) who are required to register as sexual offenders.

As a limit to "group residences," persons convicted of manufacturing or distributing a controlled substance, juvenile offenders, and registered sex offenders are not construed to be handicapped by the City and, therefore, in accordance with Utah code may not reside together in residential dwelling units or residences in groups larger than two offenders.

“Dwelling, tiny house" means a residential structure that is 400 square feet or less in floor area excluding lofts with specific building code requirements. Tiny houses shall be constructed on site or placed on site as a modular structure and be placed on a permanent foundation no axle or frame with axle foundations are permitted. Tiny house construction shall meet the City’s adopted building codes for tiny houses and require necessary permits.

“Group home” means a residential facility established as a single housekeeping unit and shared by no more than eight unrelated persons, exclusive of staff, who require assistance and supervision. A group home is licensed by the state of Utah and provides counseling, therapy and specialized treatment through this temporary living arrangement, along with habilitation or rehabilitation services for physically or mentally disabled persons. See Chapter 17.75 EMMC for regulations concerning group homes.

“Dwelling, site built” means a building constructed at the location where it is to be used. Not intended or designed to be moved.

“Dwelling, townhouse/townhome” means a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides where units are separated by property lines and with open space on at least two sides of each dwelling unit. A townhouse is not a duplex.

“Dwelling unit” means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Dwellings units shall not be deemed to include vehicles (e.g., camp trailers, cars, trucks, trailers, buses, RVs, towed pop tents, camper shells, and as elsewhere defined) nor other mobile and temporary shelters such as tents, boxes, etc., nor accessory buildings such as garages and storage sheds.

“Halfway house” means a purpose-built, renovated, or converted dwelling unit(s) intended to help transition individuals and families from shelters, homelessness, rehabilitation facilities, and/or correctional facilities, to permanent housing.

“Assisted living or rest convalescent care home for the aged” means a home operated similarly to a boarding house but not restricted to any number of guests or guestrooms, and in which nursing, dietary and other personal services are furnished to convalescents, invalids and aged persons. In such homes no persons are kept who are suffering from an acute mental illness, or from a contagious or communicable disease, and no surgery is performed or other primary treatments such as are customarily provided in hospitals, and in which no persons are kept or served who normally would be admitted to a mental hospital.

“Home, retirement” means a place of residence for several families or individuals in apartment like quarters, rented, cooperative or condominium, which may feature services to retired persons such as limited nursing facilities, minimum maintenance living accommodations, and recreation programs and facilities.

“Homeless shelter” means a purpose-built, renovated, or converted building or space that provides shelter for homeless and low-income persons. Meals and other supportive services are often offered.

“Homeless shelter, emergency” means a purpose-built, renovated, or converted building or space that provides short-term sheltering for homeless and low-income persons. Meals and other supportive services are often offered.

“Manufactured home” means a structure, constructed after June 15, 1976, in accordance with the HUD manufactured home construction and safety standards, and is transportable in one or more sections.

“Mobile home” means a factory-assembled structure or structures generally constructed prior to June 15, 1976, and equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation.

“Mobile home park” means any privately-owned place where two or more mobile homes used for human occupancy are parked within 500 feet of each other on a lot, tract or parcel of land under the same ownership.

“Mobile home space” means a plot of land within a mobile home park designated for the accommodation of a mobile home.

“Model home office” means a structure built as a house that will, at some point, be used as a single-family dwelling residence, but is temporarily being used as a sales office for homes and/or properties. The model home office shall be converted to a residence with appropriate garage facilities prior to all homes in the subdivision receiving certificate of occupancy or expiration of a temporary use permit (whichever is sooner).

“Modular building” means any building or building component other than a manufactured home or mobile home that is of closed construction and either entirely or substantially prefabricated or assembled at a place other than the building site (Idaho Code section 39-4301).

“Patio home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. Patio homes may also be attached to one or more other patio homes, each with a small private patio or yard area. A patio home development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as cluster homes.

“Planned Unit Development” (PUD) means a development or portion thereof containing non-standard building arrangements and which may contain a mixture of land uses. PUD areas often have special approval processes, approval/design criteria and code exemptions or special requirements that facilitate their non “cookie-cutter”, that is, organic design(s).

“Prefabricated home” means either a mobile, modular, or manufactured home whose components are largely constructed off site and then assembled on a property.

“Recreational vehicle park” means a plot of land upon which two or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes. This term shall not include or denote areas set aside as RV storage yards in subdivision and/or PUD developments wherein RVs may be kept/stored as a benefit (whether paid for on a rental basis by property owners in that subdivision or not) to property owners living or having property located in and a part of that particular subdivision and/or a PUD.

“Recreational (hobby) vehicle/trailer” means a vehicular unit primarily designated as temporary living quarters or used for recreational purposes including general recreation, fishing, camping, or travel which either has its own power or is mounted on or drawn by another vehicle. Examples of such vehicles include, but are not limited to, the following: travel trailers, camping trailers, truck campers, motor homes, fifth wheels, RVs, etc. Other recreational vehicle types for purposes of this definition shall include, but not be limited to: boats and boat trailers, transport trailers (e.g., used to haul motorcycles, jet skis, snowmobiles, four-wheelers), and other vehicles including, but not limited to: sandrails, mudder trucks, race cars, etc. Recreational vehicles are not allowed to be [considered as] dwelling units by this title (see “unauthorized dwelling units”.

“Rooming house or boarding house” means a building in which renters occupy single rooms and share kitchens, bathrooms, and common areas for long term stay (greater than six months). The location may be a converted single-family home under the dwelling unit, congregate (congregate residence) definition.

“Short term rental” (STR) means use of a dwelling for temporary sojourn or transient visit or stay for a period of less than 30 consecutive days by a renter.

“Temporary residence” means an approved mobile, modular or manufactured home but not any form of unauthorized dwelling unit as defined in this section.

“Transition home” means any group residence wherein two or more persons currently under the supervision of the State Board of Corrections or other agency or who are required to register pursuant to Utah code or whose tenancy would otherwise constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. Also often colloquially termed as a "halfway house."

...

“Reside” means to dwell permanently or continuously; to occupy a place as one's legal domicile; this means that a resident shall, on a regular basis, eat, sleep, and otherwise live on a property (in an approved dwelling unit type). Evidence of residency for the purposes of this Code include, but are not limited to: voter registration, receiving mail, application for homeowner's exemption, Polk Directory listings, utility bills and vehicle registrations with the address of the domicile.

“Unauthorized dwelling units” means:

1. Vehicles including (but not limited to): camp trailers, cars, pickups, office, horse and utility trailers, buses, RVs, towed pop tents, camper shells, fifth wheels, boats, converted vans, box trucks, containers, dumpsters); and,

2. Other portable and temporary shelters including (but not limited to): tents (including yurts), lean-tos, and boxes; and,

3. Accessory structures including (but not limited to): carports, garages and storage sheds but excluding guesthouses and lawful caretaker units approved by the city.

“Yard” means an open space unobstructed from the ground to sky, on a property upon which a building is situated. A specific yard area (e.g., “front yard”) includes any required setback area therein (e.g., the front setback) but often extends beyond the same.

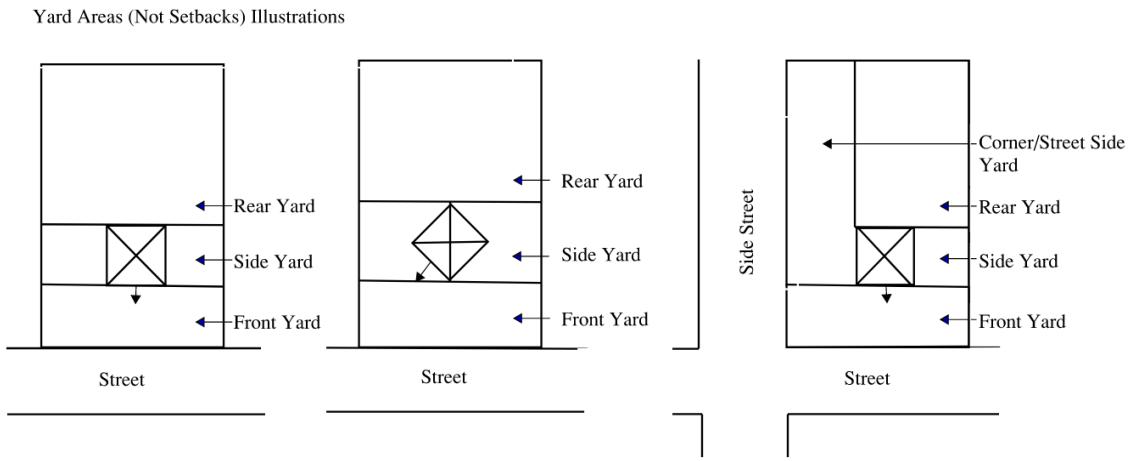
“Yard, front” means a space extending the full width of the lot between front property line and the primary structure's nearest façade or corner and measured from that intersection point to the property’s side lines (see illustrations). While a front yard may align with or overlay a front setback area, it is not considered to be the setback.

“Yard, side” means the area of the property not defined as front or rear or street (corner) yards (see illustrations). While a side yard may align with or overlay a front setback area, it is not considered to be the setback.

“Yard, street side” means that in the case of through or corner lots or parcels, is/shall be that yard (required setback area) abutting a street but not designated to be the front yard (see illustrations). While a street side yard may align with or overlay a front setback area, it is not considered to be the setback.

“Yard, rear” means a space extending the full width of the lot between rear property line and the primary structure's nearest façade or corner and measured from that intersection point to the property’s side lines (see illustrations). While a rear yard may align with or overlay a front setback area, it is not considered to be the setback.

Yard Area Illustrations



17.25.030 Land use table.

This land use table contains the various land uses that are permitted, conditional, special, and prohibited uses in the residential zones. Uses that are not listed in this table are prohibited.

P = Permitted (Permitted uses may still require approval through an application process as detailed in this chapter and other chapters)

C = Conditional (Due to their unique characteristics or negative effects that may not be compatible without conditions to mitigate or eliminate the detrimental impacts. Must comply with Chapter 17.95 EMMC)

S = Special (Special uses are permitted as long as they comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use)

Blank = Prohibited

~~Land Use Table~~
~~Residential Land Uses~~

~~Land Use~~	~~RA1~~	~~RA2~~	~~RD1~~	~~RD2~~	~~FR~~	~~R1~~	~~R2~~	~~R3~~	~~RC~~	~~MF1~~	~~MF2~~
~~Home Businesses in Compliance with Ch. 17.65 EMMC~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
~~Dwelling (Single-Family)~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~-~~	~~-~~
~~Dwelling (Multifamily)~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P ≤ 6 units/building~~	~~P ≤ 12 units/building~~
~~Assisted Living Facility~~	~~S~~	~~S~~	~~S~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~S~~	~~S~~
~~Public Parks, Trails, and Recreation~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
~~Public and Private Utility Structures or Facilities~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~
~~Public Building or Facilities (City Owned)~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
~~Religious or Cultural Meeting Halls~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
~~Public/Charter School~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~
~~Private School~~	~~S~~	~~S~~	~~S~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~Radio, Microwave, or Other Transmission Towers~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~
~~Detached Accessory Dwelling Unit in Compliance with Ch. 17.70 EMMC~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P ≥ 8,000 sq ft lot~~	~~P ≥ 8,000 sq ft lot~~	~~-~~	~~-~~
~~Accessory Dwelling Unit within the Primary Residence in Compliance with Ch. 17.70 EMMC~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~-~~	~~-~~
~~Residential Facility for Persons with a Disability (Up to 4 Unrelated Adults) in Compliance with Ch. 17.75 EMMC~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~
~~Plant and Tree Nursery/Garden Center~~	~~S~~	~~S~~	~~S~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~Chickens~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~-~~	~~-~~	~~-~~
~~Livestock/Farm Animals (See EMMC 6.10.080)~~	~~P~~	~~P~~	~~P~~	~~P~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~

~~Land Use Table~~
~~Residential Land Uses~~

~~Land Use~~	~~RA1~~	~~RA2~~	~~RD1~~	~~RD2~~	~~FR~~	~~R1~~	~~R2~~	~~R3~~	~~RC~~	~~MF1~~	~~MF2~~
~~Riding Arena (Commercial)~~	~~C~~	~~C~~	-	-	-	-	-	-	-	-	-
~~Stables (Commercial)~~	~~C~~	~~C~~	-	-	-	-	-	-	-	-	-
~~Equestrian Center~~	~~C~~	~~C~~	-	-	-	-	-	-	-	-	-
~~Animal Care Service~~	~~S~~	~~S~~	~~S~~	-	-	-	-	-	-	-	-
~~Temporary Sales Trailer~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
~~Model Home Sales Office~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~

~~[Ord. O-04-2023 § 2 (Exh. A); Ord. O-41-2021 § 1 (Exh. A); Ord. O-15-2021 § 2 (Exh. A); Ord. O-24-2019 § 2 (Exh. A)].~~

Land Use Table
Residential and Related Land Uses

Land Use	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
Accessory Uses:											
Accessory Dwelling Unit, Attached -- within the Primary Residence in Compliance with Ch. 17.70 EMMC	P	P	P	P	P	P	P	P	P		
Accessory Dwelling Unit, Detached -- in Compliance with Ch. 17.70 EMMC	P	P	P	P	P	P	P	P ≥ 8,000 sq ft lot	P ≥ 8,000 sq ft lot		
Home Businesses in Compliance with Ch. 17.65 EMMC	P	P	P	P	P	P	P	P	P	P	P
Living Space Type Uses:											
Assisted Living Facility/Rest Home	S	S	S							S	S
Bed & Breakfast											
Dwelling, Combined with a [Non-Home Occupation] Business/Tenant											

Land Use Table
Residential and Related Land Uses

Land Use	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Dwelling, Cluster/Patio							P	P		P	P
Dwelling, Condo										P ≤ 6 units/building	P ≤ 12 units/building
Dwelling, Day Shelter											
Dwelling (Single-Family [Includes Group Residence for Persons with a Disability (Up to 4 Unrelated Adults) in Compliance with EMMC 17.75)	P	P	P	P	P	P	P	P	P		
Dwelling (Multifamily)	-	-	-	-	-	-	-	-	-	P ≤ 6 units/building	P ≤ 12 units/building
Dwelling, Tiny House											
Dwelling, Unauthorized (Unit[s])	P	P	P	P	P	P	P	P	P	P	P
Half-way (Transition) House											
Homeless Shelter											
Homeless Shelter, Emergency											
Mobile Home Park											
Planned Unit Development, Residential											
Recreational Vehicle Park											
Retirement Home	S	S	S							S	S
Rooming/Boarding House										P	P
Temporary Residence											

Land Use Table
Residential and Related Land Uses

Land Use	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Non-Living Space Type Uses:											
Model Home Sales Office	P	P	P	P	P	P	P	P	P	P	P
Plant and Tree Nursery/Garden Center	S	S	S								
Public Parks, Trails, and Recreation	P	P	P	P	P	P	P	P	P	P	P
Public and Private Utility Structures or Facilities	S	S	S	S	S	S	S	S	S	S	S
Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	P	P	P
Religious or Cultural Meeting Halls	S	S	S	S	S	S	S	S	S	S	S
Public/Charter School	S	S	S	S	S	S	S	S	S	S	S
Private School	S	S	S								
Radio, Microwave, or Other Transmission Towers	S	S	S	S	S	S	S	S	S	S	S
Temporary Sales Trailer	P	P	P	P	P	P	P	P	P	P	P
Animal Uses/Facilities:											
Animal Care Service	S	S	S								
Chickens	P	P	P	P	P	P	P	P			
Equestrian Center	S	S									
Livestock (See EMMC 6.10.080)	P	P	P	P							
Riding Arena (Commercial)	S	S									
Stables (Commercial)	S	S									

EAGLE MOUNTAIN
Planning Commission MEETING MINUTES

November 14, 2023, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Jeremy Bergener, Robert Fox, and Brent Strong; and Alternate Commissioner Jimmy Eaton.

COMMISSION MEMBERS PRESENT ELECTRONICALLY: Commissioner Matthew Everett.

CITY STAFF PRESENT: Brandon Larsen; Planning Director; Marcus Draper, City Attorney; Evan Berrett; Economic Development Director; David Stroud, Senior Planner; and Elizabeth Fewkes, Recording Secretary.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

Commissioner Bergener called the meeting to order at 5:33 p.m.

1. Discussion Items

1.A. DISCUSSION – Camp Williams Compatibility Review

Senior Planner David Stroud presented the item. State Code was amended during the 2023 legislative session to require the City to notify the State of any land use application within 5,000 feet of "military land." Camp Williams is one of the specified military lands. The City cannot approve any land use application within the distance parameter until Camp Williams has made a compatibility determination. Although, they are allotted 90 days to respond, submitted applications have been returned the same or the following day.

City Attorney Marcus Draper explained that as the City has already established a compatible use plan, the only additional obligation is to notify the Department of Veterans and Military Affairs prior to taking action on a land use application. In conjunction with the statute, rules governing compatibility that are forthcoming may result in alterations to the process.

Staff and the Commission discussed the following:

- Land use and property rights conflicts;
- The statute arising due to concerns with safety and lighting conflicts with residential properties in proximity to military lands;
- Whether the burden of providing an adequate buffer zone should fall on Camp Williams or the adjacent property owners;
- If the Army Compatible Use Buffer (ACUB) has funding available for additional land buffer purchases;
- The uncertainty regarding the compatibility requirements as the criteria has yet to be established; and

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- Planning Commission annual training requirements, training opportunities, and completed trainings.

Commissioner Everett requested to have the item placed on the policy session of a future agenda.

Commissioner Bergener adjourned the work session at 5:53 p.m.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

Commissioner Bergener called the policy session to order at 6:30 p.m.

2. Pledge of Allegiance

Commissioner Bergener led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

None.

4. Approval of Meeting Minutes

4.A. October 24, 2023 Planning Commission Minutes

MOTION: ***Commissioner Fox moved to approve the October 24, 2023 minutes. Commissioner Strong seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*
☒ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*
☒ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*
☒ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*
☒ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*

The motion passed with a unanimous vote.

5. Status Report

Planning Director Brandon Larsen reviewed the planning items discussed and voted upon during the November 7, 2023 City Council meeting.

6. Action and Advisory Items

6.A. ACTION ITEM/PUBLIC HEARING - Code Amendment to EMMC Section 17.55.080.C, Landscaping in Parking and Drive Lane Areas.

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Mr. Stroud presented the item. Landscape islands are required every 12 parking stalls and with a minimum dimension of 5 feet by 20 feet for a single-row island and 5 feet by 40 feet for a double-row island. The Municipal Code also permits a minimum drive aisle dimension of 24 feet with parking required at 9 feet by 18 feet. The parking stall dimension not matching the landscape island dimension creates a minimum aisle width of 28 feet between stalls rather than 24 feet. However, 24 feet can be achieved between islands if they are directly across from one another. The proposed amendment changes the required landscape island dimension from 5 feet by 20 feet to 6 feet by 18 feet. This brings the island to the same depth dimension as a parking stall. With the width change, landscaping per island increases from 100 feet by 200 square feet to 108 feet by 216 square feet.

Commissioner Fox stated his preference for the standards to maximize the amount of space available for parking and to minimize water usage and maintenance for landscape islands.

Mr. Stroud clarified that landscape islands are required to be drip irrigated, have one to two trees depending on the size of the island, and utilize at least 50 percent drought-resistant plants.

Commissioner Everett stated that he believed that the allowance to replace landscape islands on double rows of parking with a landscaped median running the length of the double-parking rows conflicts with the standards in another section of Municipal Code as the medians were prohibited because they impede snow removal.

Mr. Stroud explained that a Commissioner or Councilmember had requested to allow the landscape median as an option. In his experience, landscaping islands are generally 8 feet wide with trees providing aesthetical appeal and shade to reduce heat. Drip irrigation uses less water than spray irrigation and watering can be reduced once the trees are established. The required radius and distance between landscaping islands will remain unchanged.

Commissioner Bergener opened the public hearing at 6:45 p.m. As there were no comments, he closed the hearing.

MOTION: ***Commissioner Allen moved to recommend approval to the City Council of an amendment to Eagle Mountain Municipal Code Section 17.55.080(C), Landscaping in Parking and Drive Lane Areas. Commissioner Strong seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*
☒ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*
☒ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*
☒ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*
☒ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*

The motion passed with a unanimous vote.

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6.B. ACTION ITEM/PUBLIC HEARING – Preliminary Plat/Site Plan recommendation of Walmart

Mr. Stroud presented the item. Walmart was recently granted rezone approval to the Commercial Regional Zone and Open Space 1 zone on Parcel 58:033:0404 at the northwest intersection of Wride Memorial Highway and Spring Run Parkway. With the rezone, a development agreement with conditions and base elevations of the proposed building was conceptually approved. As per the development agreement, the preliminary plat, and site plan approval are to follow the standard procedure contained in Municipal Code. The exhibits in the staff report contain redline corrections. Because the applicant is under a timeline and with reduced meetings at the end of the year, the preliminary plat and site plan need to move forward with the condition that all redlines be corrected. Staff has no concerns with the redlines and is of the opinion that the remaining corrections are non-substantive and do not warrant a delay in the process. The approval would include the redlines regarding the fencing. The submission includes a potential future extension. The site plan and future extension can be included in the motion. Staff informed the applicant that chainlike fencing, depicted in the application, is not allowed and included a requirement for compliant fencing in the redlines. The site has two accesses. In the future, a third access will be added to connect to the frontage road that will run along the south side of the property.

Commissioner Eaton suggested adding an access to the north.

Mr. Stroud explained that grade issues impede the feasibility of a northern access.

Applicant representative Caleb Beck with ARCO Murray, representing the developer for the project, presented updated elevations illustrating the minor changes requested by staff including replacing the chain-link and screening racking on the north side of the building with ornamental fencing. The signalized intersection is designed to operate at a level of service (LOS) A and the right-in, right-out will operate at an LOS B through the 2045 full buildout. They explored adding a connection to the north as they desire to provide as much access as possible. However, the grading was problematic, a north access would create pedestrian safety hazards for the main entrance of the building, and there is little demand for access to and from the north side of the site. They plan to level the parking lot and install a 10-to-11-foot retaining wall on the north side of the property where the grade is the most critical.

Commissioner Bergener opened the public hearing at 7:04 p.m. As there were no comments, he closed the hearing.

Discussion ensued regarding site access and traffic flow patterns.

Commissioner Everett stated that he appreciates the efforts to provide variation in the façade and architectural elements to make elevations appealing. He is in favor of moving forward with a recommendation of approval for the item.

MOTION: ***Commissioner Allen moved to recommend approval to the City Council of the preliminary plat and site plan for Walmart with the condition that all***

outstanding redlines shall be corrected. Commissioner Fox seconded the motion.

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ ***Jason Allen***	☐ ***Jason Allen***	☐ ***Jason Allen***	☐ ***Jason Allen***
☒ ***Jeremy Bergener***	☐ ***Jeremy Bergener***	☐ ***Jeremy Bergener***	☐ ***Jeremy Bergener***
☒ ***Matthew Everett***	☐ ***Matthew Everett***	☐ ***Matthew Everett***	☐ ***Matthew Everett***
☒ ***Robert Fox***	☐ ***Robert Fox***	☐ ***Robert Fox***	☐ ***Robert Fox***
☒ ***Brent Strong***	☐ ***Brent Strong***	☐ ***Brent Strong***	☐ ***Brent Strong***

The motion passed with a unanimous vote.

6.C. ACTION ITEM/PUBLIC HEARING – Alpine School District Preliminary Plat (Eagle Mountain Middle School Plat)

Mr. Stroud presented the item. With the growth in the Eagle Mountain area, Alpine School District (ASD) is in need of a middle school for the expected rise in the student population. ASD owns 64 acres immediately south of the Arrival development. The proposal is to subdivide this property to locate the school and provide a lot to construct a future seminary building. The City is limited in what can be done to regulate a school in regard to a site plan but has greater discretion with a preliminary plat. A site plan application is anticipated to be submitted to the City in the next week or so. The property is zoned as Tier I Residential with a half-acre minimum lot size as per the Clearview Estates Master Development Agreement (MDA). The exhibits in the staff report contain on-site improvements, which are not subject to approval at this time, but will be once a site plan has been reviewed and scheduled with the Planning Commission. The extent of this approval is a preliminary plat, which entails lots, utilities, roads, sidewalks, streetlights, and park strip landscaping. Staff has reviewed the preliminary plat and finds the proposal complies with the applicable Clearview Estates MDA, zoning, and engineering standards.

Mr. Stroud stated that he does not believe that traffic counts will warrant a traffic light at any of the intersections near the school.

Applicant representative ASD Director of Facilities Frank Pulley verified the traffic flow patterns for the site. The anticipated completion date for the school is August 2025.

Commissioner Bergener opened the public hearing at 7:15 p.m.

Jeff Ruth inquired regarding a stoplight on Wride Memorial Highway.

Doug Woodruff asked for clarification regarding buffering requirements for future homes on Parcel A between the middle school lot and the acre lots on Canyon Wash Drive.

Mr. Stroud verified that the City Engineer and the Utah Department of Transportation (UDOT) would need to address the viability of traffic lights as Wride Memorial Highway is a State highway.

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The current agreement requires lots on Parcel A to be half-acre lots if developed as residential units.

Mr. Larsen read an email submitted by Nina Pitts expressing concerns about the lighting plan, the berm for the baseball lot obstructing her view, and traffic impacts.

Commissioner Bergener closed the public hearing at 7:21 p.m.

Commissioner Eaton advocated for the Commission to speak with the City Engineer to request that UDOT install a traffic light at the intersection of Wride Memorial Highway and Belle Street.

Commissioner Everett noted that the City has limited scope on what they can evaluate on school district projects. Nevertheless, during his tenure on the Planning Commission, ASD has been responsive to City requests. He feels that it exceeds the purview of the Planning Commission to voice their opinions or add recommended conditions of approval outside of their jurisdiction. However, as citizens of Eagle Mountain, it is appropriate to contact the City Council and staff members about community concerns that fall outside of their role as commissioners.

Commissioner Bergener agreed that although the Planning Commission lacks the authority to add certain conditions of approval to the motions, it is valid to raise safety concerns as a citizen about students crossing Wride Memorial Highway.

Commissioner Strong concurred with safety concerns due to the school's proximity to Wride Memorial Highway.

Mr. Stroud clarified that the City Engineer is unable to require a traffic light unless the intersection meets certain requirements. Crossing guards are provided when school is in session.

MOTION: ***Commissioner Allen moved to recommend approval to the City Council of the preliminary plat for the Alpine School District Middle School. Commissioner Strong seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ ***Jason Allen***	☐ ***Jason Allen***	☐ ***Jason Allen***	☐ ***Jason Allen***
☒ ***Jeremy Bergener***	☐ ***Jeremy Bergener***	☐ ***Jeremy Bergener***	☐ ***Jeremy Bergener***
☒ ***Matthew Everett***	☐ ***Matthew Everett***	☐ ***Matthew Everett***	☐ ***Matthew Everett***
☒ ***Robert Fox***	☐ ***Robert Fox***	☐ ***Robert Fox***	☐ ***Robert Fox***
☒ ***Brent Strong***	☐ ***Brent Strong***	☐ ***Brent Strong***	☐ ***Brent Strong***

The motion passed with a unanimous vote.

6.D. Average Lot Size Amendment

City Attorney Marcus Draper presented the item. Councilmembers requested clarification of ambiguity in Municipal Code regarding the applicability of the average lot size requirement to

amended plats. Under the current code, the average lot size requirement only applies to the initial preliminary plat approval. The proposed amendment to footnote 7 of the residential development standards table in EMMC 17.25.040 would clarify that amended portions of a final plat must comply with the average lot size requirement of a given zone.

Commissioner Bergener opened the public hearing at 7:33 p.m. As there were no comments, he closed the hearing.

Commissioner Everett expressed appreciation for this amendment as it will ensure that the standards are enforced according to the intent of the requirement.

MOTION: ***Commissioner Fox moved to recommend approval to the City Council of Eagle Mountain Municipal Code 17.25.040 Residential Development standards. Commissioner Strong seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*
☒ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*
☒ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*
☒ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*
☒ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*

The motion passed with a unanimous vote.

6.E. ACTION ITEM/PUBLIC HEARING – Code Amendment to EMMC 17.35.030 Land Use Table and EMMC 17.55.120 Tables - Hotel Code Change.

Economic Development Director Evan Berrett presented the item. Eagle Mountain City staff finds great value in attracting hotel developers and operators to the City to benefit the local economy. As staff has communicated with hotel developers and operators, two particular codes are potentially problematic for hotel development in the City. Staff has found that height restrictions on hotels would benefit from some minor adjustments to enable hotel developers to plan hotel products that would be successful in the City. Particularly, modern hotels generally seek between three to four stories, but four-story hotels can potentially exceed the 50-foot limit by 5 to 10 feet. The proposed Municipal Code change gives some ability to allow heights to exceed 50 feet, but only to enable no more than four-story hotels.

Eagle Mountain parking requirements have also been found to be excessive. Most cities, including Lehi, Payson, Spanish Fork, Pleasant Grove, Tooele, and others, require only one stall per sleeping unit. However, Eagle Mountain requires one stall per bed which can greatly increase the parking requirements if many of the units have two queen beds or a similar format. The proposed code revises parking requirements to be more in line with other cities while also requiring parking for employees and accommodating an anticipated increase in tourism in Cedar Valley. As a note for the parking requirements, the justification for requiring spaces to accommodate motorhomes only in zones other than Commercial Regional is due to the likelihood that development in the

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Commercial Regional Zone is more likely to produce adequate shared parking to accommodate those vehicles. Requiring stalls to accommodate Class A motorhomes could be impeded by geographic limitations for some hotel sites.

Commissioner Strong suggested designing hotel parking lots with a sufficient turn radius for trailers to be able to pull in and out of parking stalls.

Mr. Berrett explained that hotels, especially those with convention services, are generally built after retail businesses in order to be situated near grocery stores, gas stations, and restaurants that generate traffic beneficial to hotels and that provide other amenities for patrons.

Commissioner Bergener opened the public hearing at 7:49 p.m. As there were no comments, he closed the hearing.

Commissioner Everett said although he appreciates the work done on the parking standards, he is unsure if the changes fully alleviate his concerns. He is uncomfortable with allowing hotels to be four stories whereas multifamily units are limited to three stories.

Commissioner Strong noted that if adequate parking is not provided for trucks with trailers, they end up being parked on secondary streets. He anticipates that many of the hotel guests will have trailers with bikes or off-road vehicles.

Commissioner Bergener voiced concern with the wording of the parking requirements as he would prefer to allow leeway for projects that might be unable to reasonably accommodate parking for larger vehicles. He supports encouraging developers to provide parking for Class A motorhomes when feasible. Parking lot designs can be evaluated during the site plan reviews.

Mr. Berrett explained that the height allowance is included in the amendment because the City has received interest from hotel operators in building a four-story hotel.

MOTION: ***Commissioner Fox moved to recommend approval to the City Council of Eagle Mountain Municipal Code 17.35.030 Land Use Table and 17.55.120 Tables. Commissioner Allen seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*	☐ *Jason Allen*
☒ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*	☐ *Jeremy Bergener*
☐ *Matthew Everett*	☒ *Matthew Everett*	☐ *Matthew Everett*	☐ *Matthew Everett*
☒ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*	☐ *Robert Fox*
☒ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*	☐ *Brent Strong*

The motion passed with a vote of 4:1.

Commissioner Everett clarified that although he is in favor of the parking standard changes, his dissention is due to his objections to allowing four-story hotels.

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7. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for November 28, 2023.

8. Adjournment

MOTION: ***Commissioner Strong moved to adjourn at 7:59 p.m. Commissioner Allen seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ ***Jason Allen***	☐ ***Jason Allen***	☐ ***Jason Allen***	☐ ***Jason Allen***
☒ ***Jeremy Bergener***	☐ ***Jeremy Bergener***	☐ ***Jeremy Bergener***	☐ ***Jeremy Bergener***
☒ ***Matthew Everett***	☐ ***Matthew Everett***	☐ ***Matthew Everett***	☐ ***Matthew Everett***
☒ ***Robert Fox***	☐ ***Robert Fox***	☐ ***Robert Fox***	☐ ***Robert Fox***
☒ ***Brent Strong***	☐ ***Brent Strong***	☐ ***Brent Strong***	☐ ***Brent Strong***

The motion passed with a unanimous vote.

The meeting was adjourned at 7:59 p.m.

Approved by the Planning Commission on November 28, 2023.

_____

Brandon Larsen
Planning Director

DRAFT

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION - Firefly NPA 8 A3 - Site Plan
ITEM TYPE:	Master Site Plan
APPLICANT:	Candlelight Homes with Heather Upshaw and David Vitek representing

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

BACKGROUND:
In 2023, the Pole Canyon 2010 era Master Development Plan and Master Development Agreement were amended and re-stated to recompose the project into the Firefly planned community. The changeover included a collection of changes to layout and building design concepts. Submittal of the Master Site Plan made the subject of this report comes on the heels of the City's approval of the Firefly project and, recently, the NPA 8 A3 preliminary plat that pertains to the same ground as the site plan. Firefly 8.1 1A is but the first of various anticipated site plans to be submitted to the City for review and approval.

ITEMS FOR CONSIDERATION:
Site Plan/Architectural Items (EMMC § 17.100.050 & 060)

Statement: City code and the Firefly re-stated MDA and Community Plan (pgs. 4-10 through 4-14) provide architectural standards (including elevations, landscaping, etc.) to govern build-out of multi-family, townhouse structures. NPA 8 Phase A3 site plan depicts 12 four-to-six-unit townhouse buildings. Standards listed hereafter are taken from code in order and supplemented with elements taken from Firefly's Community Plan.

Applicant proposals to satisfy City zoning and adopted Community Plan architectural standards are noted hereafter as "Finding(s)". Requirements are listed in the order they are stated in code. Conflicts between City code and the adopted Community Plan are to be weighted in favor of the adopted Plan per the Firefly ARMDA (see attached ARMDA paragraph 43). Refer to attached plans.

Minimum Lot Area(s): Per the ARMDA, for multi-family structures

-- including townhomes, "there are no minimum lot area requirements". (Conformance to setbacks will shape the sizing of any given lot.) Setback check is executed during City plan review in conjunction with application for a Building Permit.

Building Size(s): Per the ARMDA, "...townhomes shall consist of buildings between 1 and 12 units and shall not be greater than 200 feet in length. They [shall] share at least one structural component (e.g., concrete pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and other PTOS (parks, trails and open space) platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for...townhomes [35']."
Finding(s): No buildings over 200' (common length is circa 54'). No buildings over 35' from finished grade (most are circa 27' tall) though the adopted Community Plan allows for multi-family buildings to be four stories and 55' in height.

Architectural Style/Theme:
Basic City Requirement(s): All facades of...multifamily structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements.
Adopted Community Plan Requirement(s): Per approved Community Plan concepts.
Finding(s): Architectural renderings provided by the Applicant suggest compliance with the architectural theme requirement.

Main Entrance(s)/Front Facade(s):
Basic City Requirement(s): The main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall also be clearly identifiable and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.
Adopted Community Plan Requirement(s): "The street facing portion of [a] building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break.... Street-facing facades greater than 40 feet in length must exhibit a change in the

wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials."
Finding(s): Architectural renderings provided by the Applicant suggest limited compliance with the above written standard(s). However, they feature limited architectural front facade conformance (including garage appearance) with the concept examples of townhouse designs found in the adopted Community Plan (see attached C.P. pages 4-12 through 4-14).

Roofs:
Basic City Requirement(s): Sloped roofs, overhanging eaves & multiple roof planes & heights.
Adopted Community Plan Requirement(s): The roof type of any structure may be any of the following: gable, hip, gambrel, mansard or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 2/12.
Finding(s): Building designs feature conforming, sloped roof systems using 30-year shingles.

Building Articulation:
Basic City Requirement(s): That vertical & horizontal articulation, including facade modulation, changes in textures/materials, window patterns, offsets, recesses and projections.
Adopted Community Plan Requirement(s): n/a
Finding(s): Building designs feature conforming, horizontal and vertical articulation.

Architectural Detailing:
Basic City Requirement(s): A majority (10) in count of the following 18 select features on each side of each building in the development: Decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grills and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows.
Adopted Community Plan Requirement(s): As per concept elevations found in the adopted Community Plan.
Finding(s): Architectural renderings provided by the Applicant suggest compliance with one of the four concept elevations exhibited by the adopted Community Plan (see C.P. pages 10-12 through 10-14). The Planning Commission will have to decide whether to accept

the Applicant's representations.

Building Materials:
Basic City Requirement(s): That a minimum of two exterior material types on all building faces, minimum of 30% material type be used on any given wall face.
Adopted Community Plan Requirement(s): "Exterior materials are to be consistent with the architectural styling of the [town]home [unit]. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with the styling of the particular home. All materials and colors must be approved by the ARC (Architectural Review Committee)."
Finding(s): Townhomes comply with the Community Plan standards but not City standards. Exterior finish material appears to be limited to one type -- cementitious fiber board (cement board).

Building Colors:
Basic City Requirement(s): Wide palette, not restricted to earth tones or desert landscape colors.
Adopted Community Plan Requirement(s): n/a
Finding(s): Whether the color suite is sufficiently compliant is a subjective decision left to the Commission. Two to three hues are proposed per building type.

Garage Doors:
Basic City Requirement(s): That garage doors to not be a dominant architectural element, they be placed at the sides or rears of buildings or be recessed from front wall planes of units.
Adopted Community Plan Requirement(s):
Finding(s): Whether the elevations with garage doors facing the street are too prominent in appearance is a subjective decision left to the Commission. Note that the concept elevations in the adopted Community Plan facilitate a garage below, living space aside, behind and above garage arrangement. It appears that 38 of the units will face and front load to/from a street with the balance (36) be private drive [rear] loaded.

Lighting:
Basic City Requirement(s): All lighting fixtures on building (and poles) to be shielded/boxed and downwardly directed.
Adopted Community Plan Requirement(s): n/a
Finding(s): Lighting expected to be customary residential lighting

supplemented by streetlights compliant with City code. No concerns.

Mailbox Structure(s):
Basic City Requirement: It is recommended that cluster mailboxes for multi-family townhouse projects should be used and that those should, in materials and color, harmonize with the buildings to which they are associated.
Adopted Community Plan Requirement(s): n/a
Finding(s): Mailbox clusters expected to be customary in accordance with current City and U.S.P.S. policies.

Mechanical Equipment:
Basic City Requirement(s): Mechanical equipment shall be screened from public view. No precise code standard noted.
Adopted Community Plan Requirement(s): n/a
Finding(s): Townhouse unit exterior HVAC equipment (e.g., condenser units) expected to be compliant with City adopted building code and be in care and keeping with that expected in the circumference of a detached residential house.

Storage, Loading Areas & Trash Enclosures:
Basic City Requirement(s): Outdoor storage, loading or trash areas require screening/enclosure.
Adopted Community Plan Requirement(s):
Finding(s): N/A given nature of structures in the development. Individual units will have their own trash and recycling cans in like manner as detached houses.

Parking Provision:
Basic City Requirement(s): Rate of 2 non-tandem stalls per unit plus 1 guest stall for every 3 units (78 total); min. 1 stall per unit to be enclosed/covered.
Adopted Community Plan Requirement(s): "Parking requirements shall be based on the number of bedrooms in each [town]home [unit]. For 1-bedroom homes, 1.75 stalls are required. For 2-bedroom homes, 2.5 parking spaces are required. For 3-bedroom homes, 3 parking stalls are required. For 4-bedroom homes and greater, 3.5 parking stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'."
Finding(s): Units appear to have two-car garages. Applicant's

engineer's tabulations indicate provision of 341 parking stalls where 296 are required for the 74 total housing units. No breakdown parking space tally by/per bedroom count is provided.

Access & Streets:
Basic City Requirement(s): Public streets' widths to be 59', 77', 122'.
Adopted Community Plan Requirement(s): Conformance to City standards.
Finding(s): Proposed that service drives/alleys be 26' wide and local roads be 59' wide in conformance to City code and the adopted Community Plan.

Screening:
Basic City Requirement(s): Six-foot (6') privacy fencing along the rear or side lot lines of lots intended to abut collector and/or arterial rights-of-way. It may be interpreted that said fencing will be required along the full length (running east/west) of Tiffany Boulevard on its north and south sides adjoining the roadway.
Adopted Community Plan Requirement(s): "Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Materials, specifications, and located approved by the ARC (Architectural Review Committee). Limited common open space may be fenced."
Finding(s): Fencing/screening not depicted on submitted civil site or architectural elevation plans. Given that observation, fencing is anticipated to be installed by individual owners after they occupy a townhouse unit. Also, NPA 8 Phase 3 A housing units do not front or rear load on to a collector or arterial.

Open Space & Amenities:
Basic City Requirement(s): All open space is intended to be maintained by a future HOA or the City as designated by the adopted Community Plan and other Firefly documents.
Adopted Community Plan Requirement(s): As per callouts in plan and other Firefly documents.
Finding(s): Open space provided for NPA 8 Phase A 3 totals 1.17 acres out of 6.5 total site area per the Applicant's engineer. The overall open space and landscape plan have been approved via the ARMDA and Community Plan and greatly exceed the City's bare requirements. Spread of open space means that in some areas of the Firefly planned community open space minimums will be well

exceeded -- and, in some areas under-supplied.

REQUIRED FINDINGS:

Site plan approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Site Plan Approval request are stated in EMMC §§ 17.100.050 & 17.100.060. Site plans are to be approved if all required elements and code compliance are provided in their plan drawings. Some criteria are subjective.

RECOMMENDATION:

Staff recommends that the Master Site Plan approval request be advanced to the City Council with a favorable recommendation as presented -- subject to any Commission proposed Conditions of Approval.

ATTACHMENTS:

Firefly Site Plan Civil_NPA 8 A3_FLY_10.30.23
Firefly MF Design Standards_NPA 8 A3_FLY_10.30.23
Firefly Design Package_NPA 8 A3_FLY_10.30.23
Firefly Landscape Schematic Design_NPA 8 A3_FLY_10.30.23
ARMDA (2023-06-29) final
CommunityPlan_FLY_FINAL_23.06.30

NOTE

1. SEE FIREFLY NPA 8 PHASE A, PLAT 3 DRAWINGS FOR ADDITIONAL INFORMATION REGARDING THIS & THE SURROUNDING AREA
2. ALL APPLICABLE ELEMENTS OF THE AMERICANS W/ DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.

TABULATIONS

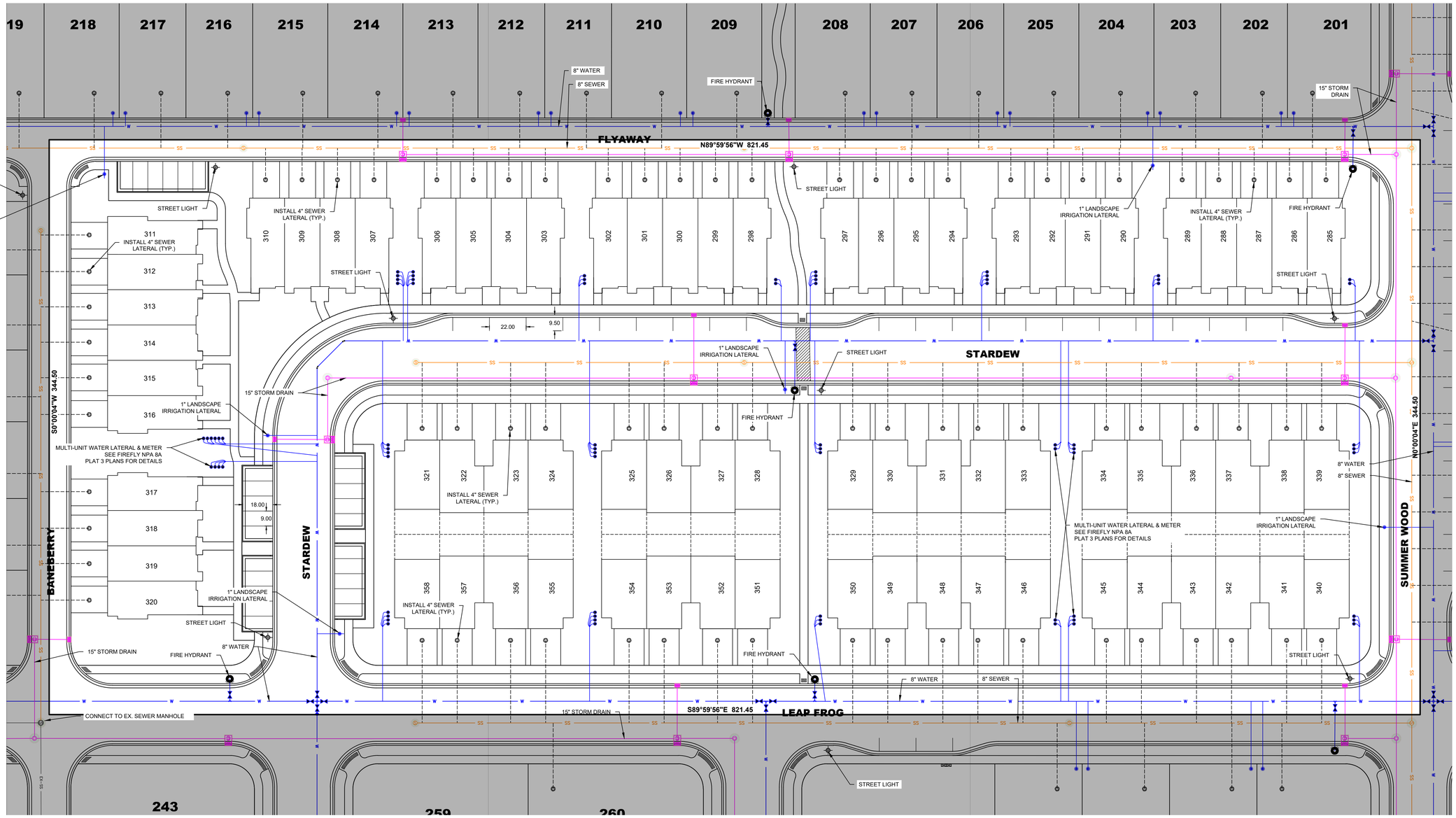
TOTAL ACREAGE:	6.5 ACRES
TOTAL OPEN SPACE:	1.17 ACRES
TOTAL IMPROVED OPEN SPACE:	1.17 ACRES+
OVERALL DENSITY:	11.3 U/A
TOTAL # OF LOTS/UNITS:	74
ASPHALT PAVEMENT AREA:	64,438 SQ. FT.
PARKING STALL REQUIRED:	296
PARKING STALL PROVIDED:	341*

* PARKING STALLS PROVIDED INCLUDES GARAGES, DRIVEWAYS, OFF-STREET & ON-STREET PARKING PER THE APPROVED FIREFLY COMMUNITY PLAN

NORTH

SCALE: 1"=30'

30 15 0 30



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NOT FOR CONSTRUCTION

firefly NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

MULTI-FAMILY SITE PLAN

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: TJP

DESIGNED BY: GDM / BCT

SCALE: 1"=30'

DATE: 10/25/2023

SHEET 1

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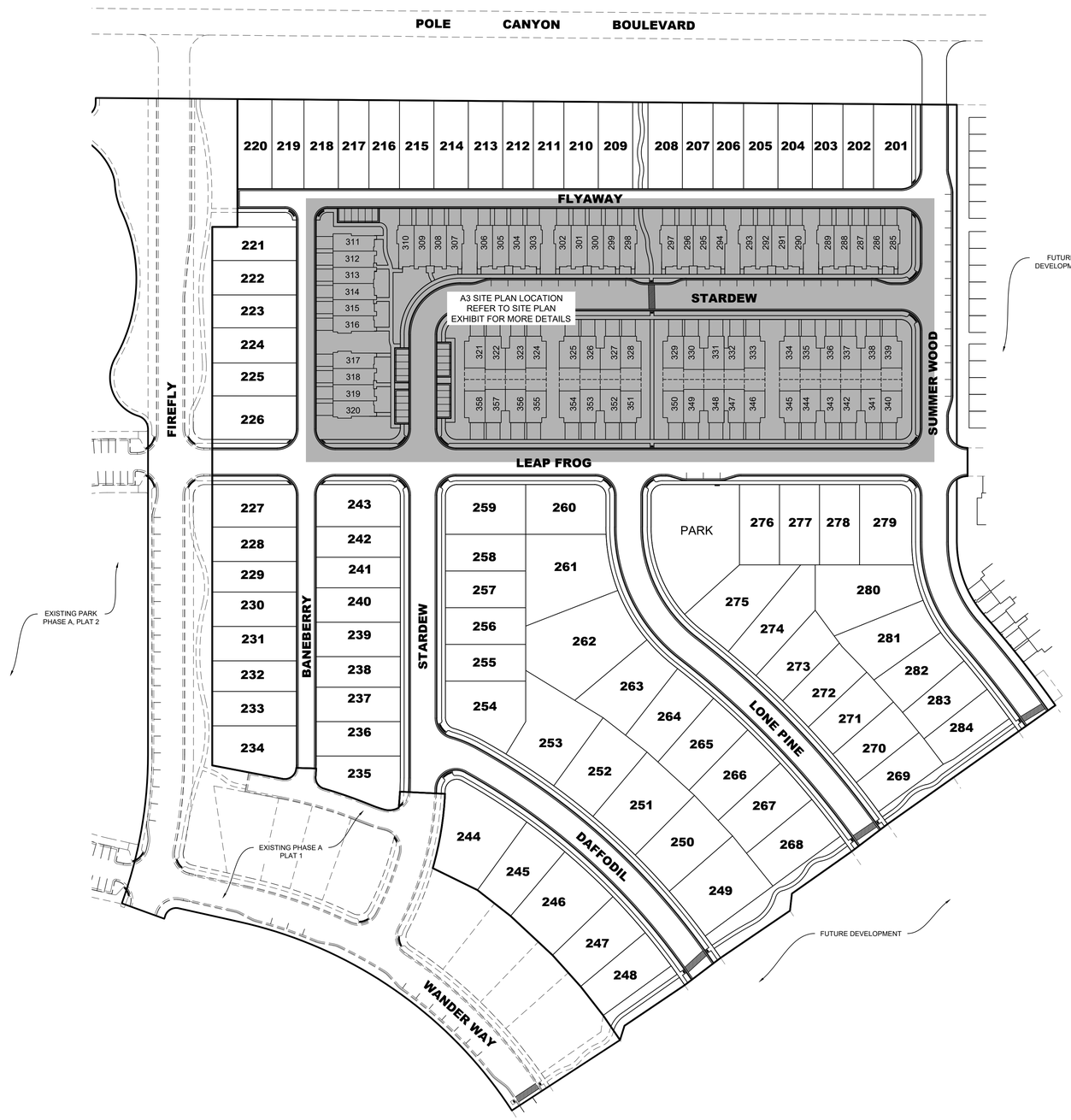
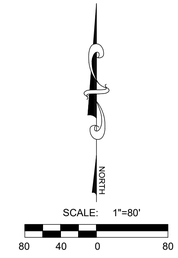
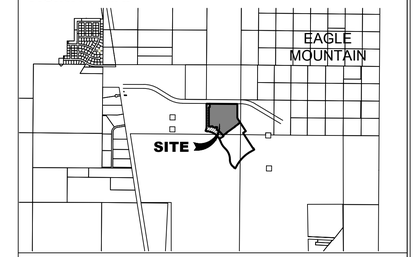
NPA-8
PHASE A - PLAT 3





VICINITY MAP



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COVER	COVER	SHEET 505	SUMMER WOOD P&P 10+00 - 20+00
NOTES	GENERAL NOTES	SHEET 506	SUMMER WOOD P&P 20+00 - 24+00
	PLAT A3	SHEET 507	LEAP FROG P&P 10+00 - 16+00
SHEET 101	LOT SUMMARY - NORTH	SHEET 508	LEAP FROG P&P 16+00 - 21+50
SHEET 102	LOT SUMMARY - SOUTH	SHEET 509	LONE PINE P&P 10+00 - 17+00
SHEET 201	UTILITY PLAN - NORTH	SHEET 510	DAFFODIL P&P 10+00 - 16+00
SHEET 202	UTILITY PLAN - SOUTH	SHEET 511	LONE PINE / DAFFODIL P&P'S
SHEET 301	STREET LIGHT PLAN	SHEET 511	DAFFODIL P&P 16+00 - 18+00
SHEET 401	GRADING PLAN	SHEET 601	DETAILS
SHEET 402	CURB RETURN GRADING	SHEET 701	EROSION CONTROL PLAN
SHEET 501	FLYAWAY P&P	SHEET 702	EROSION CONTROL DETAILS
SHEET 502	STARDEW P&P 12+00 - 18+50		LANDSCAPE PLANS
SHEET 503	STARDEW P&P 18+50 - 26+00		
SHEET 504	BANEBERRY P&P		

TABULATIONS

TOTAL ACREAGE:	22.83 ACRES
TOTAL ACREAGE IN LOTS:	11.48 ACRES
TOTAL ACREAGE IN ROW:	6.38 ACRES
TOTAL OPEN SPACE:	1.85 ACRES
TOTAL IMPROVED OPEN SPACE:	1.85 ACRES
OVERALL DENSITY:	6.92 UNITS/ACRE
TOTAL # OF LOTS/UNITS:	158
ASPHALT PAVEMENT AREA:	177,159 SQ.FT.

NOTES

1. ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
4. ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
5. SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE WHERE NECESSARY.
6. ALL FILL AREAS SHALL REQUIRE TESTED MATERIAL THAT MEETS COMPACTION STANDARDS AS REQUIRED BY EAGLE MOUNTAIN CITY.
7. INSTALL ADA RAMPS PER APWA STANDARDS.
8. ANY DISTURBED AREAS OUTSIDE THE PHASE SHALL BE RE-SEEDED IF THE FUTURE DEVELOPMENT DOESN'T OCCUR FOR MORE THAN 2 YEARS
9. NO DEFLECTIONS ALLOWED ON WATERLINES.
10. ALL WATER TEES AND CROSSES TO BE FLANGED WITH FLANGED VALVES.

LEGEND

EXISTING	PROPOSED	
		BOUNDARY LINE
		STREET CENTERLINE
		EASEMENT LINE
		LOT LINES
EX SS	SS	SEWER PIPE (PVC SDR-35)
		SEWER MANHOLE
		SEWER SERVICE
EX SD	SD	STORM DRAIN PIPE (ADS HP)
		STORM DRAIN MANHOLE
		CURB INLET
		COMBO BOX
		4'x4' CATCH BASIN
		3'x3' CATCH BASIN
		INLET/OUTLET W/ GRATE
EX W	W	CULINARY WATER PIPE (PVC C-900 BLUE)
		45° PIPE ELBOW (W)
		22.5° PIPE ELBOW (W)
		11.25° PIPE ELBOW (W)
		FIRE HYDRANT
		SERVICE & METER (W)
		PRV (W)
		AIR-VAC VALVE (W)
		BLOW-OFF (W)
		TEMP. BLOW-OFF (W)
		VALVE (W & SW)
		TEE
		CROSS
EX PI	PI	PRESSURIZED IRRIGATION (PVC C-900 PURPLE)
		45° PIPE ELBOW (PI)
		22.5° PIPE ELBOW (PI)
		11.25° PIPE ELBOW (PI)
		SINGLE SW SERVICE
		DUAL SW SERVICE
		AIR-VAC VALVE (PI)
		BLOW-OFF (SW)
		TEMP. BLOW-OFF (PI)
STOP	STOP	STOP SIGN
		STREET SIGN
		MONUMENT
X	X	FENCE
		STREET LIGHT
		POWER POLE
		DITCH
EX FO		FIBER OPTIC
EX GAS		GAS
	OHP	OVERHEAD POWER
		FLOW ARROW
		CONTOURS

DEVELOPER / OWNER

Candlelight homes
We Build Beautiful.

DAI UTAH
14034 SOUTH, 145 E #204
DRAPER, UT.
84020

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

FIREFLY PHASE A PLAT 3

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NOT FOR CONSTRUCTION

firefly NPA 8 PHASE A PLAT 3
EAGLE MOUNTAIN, UTAH
COVER

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=80'
DATE: 10/30/2023
SHEET
COVER

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GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSPECTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
2. CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES FIVE DAYS PRIOR TO A PRE-CONSTRUCTION MEETING.
3. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
4. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
5. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, (1) THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.
6. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
7. ALL TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
9. CONTRACTOR TO VERIFY EXISTING CONDITIONS, TIE IN POINTS, UTILITY CONNECTIONS, ETC. PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
10. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCHMARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
11. CONTRACTOR TO FURNISH, MAINTAIN, AND RESTORE ALL SURVEY MONUMENTS AND MONUMENT REFERENCE MARKERS WITHIN THE PROJECT SITE. CONTRACTOR TO CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT PERMITTING, LOCATIONS AND CONSTRUCTION DETAILS.
12. ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

GENERAL CLEARING AND GRADING NOTES

1. CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
2. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY LEI ENGINEERS (UNLESS OTHERWISE NOTED). IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.
3. ALL EARTH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S REPORT.
4. WHEN USING ELECTRONIC FILES OF MASS GRADING SITES PREPARED BY LEI THE CONTRACTOR MUST USE THE DIGITAL TERRAIN MODEL CREATED BY AUTODESK CIVIL 3D AND NOT A REPRODUCTION OF PROPOSED CONTOURS. LEI IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS AND/OR DISCREPANCIES DUE TO CONVERSION OR USE OF ELECTRONIC FILES.
5. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
6. EROSION CONTROL - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAINTAINING THE APPROPRIATE PERMITS AND INSPECTIONS. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL UTILITY NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING BLUE STAKES FOR MARKINGS TO VERIFY ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND FOR ALL INTERRUPTIONS CAUSED BY THE RESULTS OF HIS WORK.
2. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
3. START AT THE LOW END OF ALL GRAVITY FEED LINES AND WORK UPHILL. DO NOT DRY START GRAVITY FEED LINES THAT TIE INTO EXISTING GRAVITY LINES. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
4. CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF-SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
5. ANY POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING UTILITIES, NOR FOR ANY NEW UTILITY SERVICES. CONTRACTOR TO SUBMIT SITE PLAN TO APPROPRIATE UTILITY PROVIDER FOR DESIGN OF SERVICE CONNECTIONS.
6. ALL DIMENSIONS, GRADES AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXISTS PRIOR TO CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
7. ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.
8. THE DRY START OF ANY UTILITY WITHOUT DIRECT CONNECTION TO EXISTING UTILITY INFRASTRUCTURE IS HIGHLY DISCOURAGED UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER. LEI IS NOT RESPONSIBLE FOR ANY ISSUES OR CHANGES RESULTING FROM SUCH CONSTRUCTION METHODS.
9. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER AND AT THE SOLE RISK OF THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER.
10. CONTRACTOR IS RESPONSIBLE TO REMOVE, SALVAGE, AND REPLACE FENCE LINES WHICH ARE DISTURBED DURING CONSTRUCTION.
11. SANITARY SEWER TO BE INSTALLED A MINIMUM OF 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ALL WATER LINES.
12. ALL PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.
13. UTILITY LATERAL TO BE INSTALLED PER CITY STANDARD LOCATION UNLESS OTHERWISE NOTED.

ELECTRONIC FILE NOTES

1. THE HARD COPIES OF THIS INFORMATION WILL GOVERN OVER THE ELECTRONIC DATA IN THE EVENT ANY DISCREPANCIES ARE FOUND WITH THE INFORMATION. PLEASE CONTACT LEI BEFORE CONSTRUCTION IF ANY DISCREPANCIES ARE FOUND.
2. THE INFORMATION RECORDED ON OR TRANSMITTED AS ELECTRONIC MEDIA WAS CREATED USING AUTODESK CIVIL 3D 2020 SOFTWARE. THEREFORE, THE INFORMATION IS SUBJECT TO UNDETECTABLE ALTERATION, EITHER INTENTIONAL OR UNINTENTIONAL DUE TO, AMONG OTHER CAUSES, TRANSMISSION, CONVERSION, MEDIA DEGRADATION, SOFTWARE ERROR, OR HUMAN ALTERATION.

EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER:

1. PIPE BEDDING: ¾" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
2. DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
3. SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
4. SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
5. LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY AND BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
6. MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) AND NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLE/BOXES..

WATER:

1. VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
2. BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
3. DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
4. SERVICE & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS.
5. SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL, ALSO ⅞" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
6. WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
7. WATER CAN: THE WATER CAN FOR THE ¾" &1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND AND 21" INSIDE DIAMETER. WATER CAN FOR THE 1½" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATIONS.
8. HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
9. LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP, STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
10. TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS, DO NOT RUN UP VALVE BOXES.
11. WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
12. VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
13. WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA-LUG FOLLOWERS.
14. WATER MAIN LINE: DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED ONLY PER MANUFACTURE'S SPECIFICATIONS. BEND FITTINGS WILL BE REQUIRED OTHERWISE. ALL FITTINGS TO BE MEGA-LUG FITTINGS.

STORM DRAIN:

1. BEDDING: ¾" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
2. ADS: ALL ADS PIPE TO BE "HP" BRAND.
3. COLLARS: COLLARS TO BE 1'X1' AROUND PIPE, 4000 psi CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
4. MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

ROAD SECTION:

1. PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: i.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
2. UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
3. COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 psi CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (¾" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE ½" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE ¼" TO ⅜" DOWN FROM ASPHALT EDGE.

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NOT FOR CONSTRUCTION

firefly NPA 8 PHASE A PLAT 3
EAGLE MOUNTAIN, UTAH

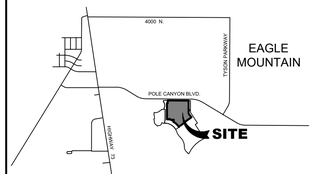
GENERAL NOTES

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: NONE
DATE: 10/30/2023
SHEET
NOTES

V:\0 _LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:17 PM

VICINITY MAP

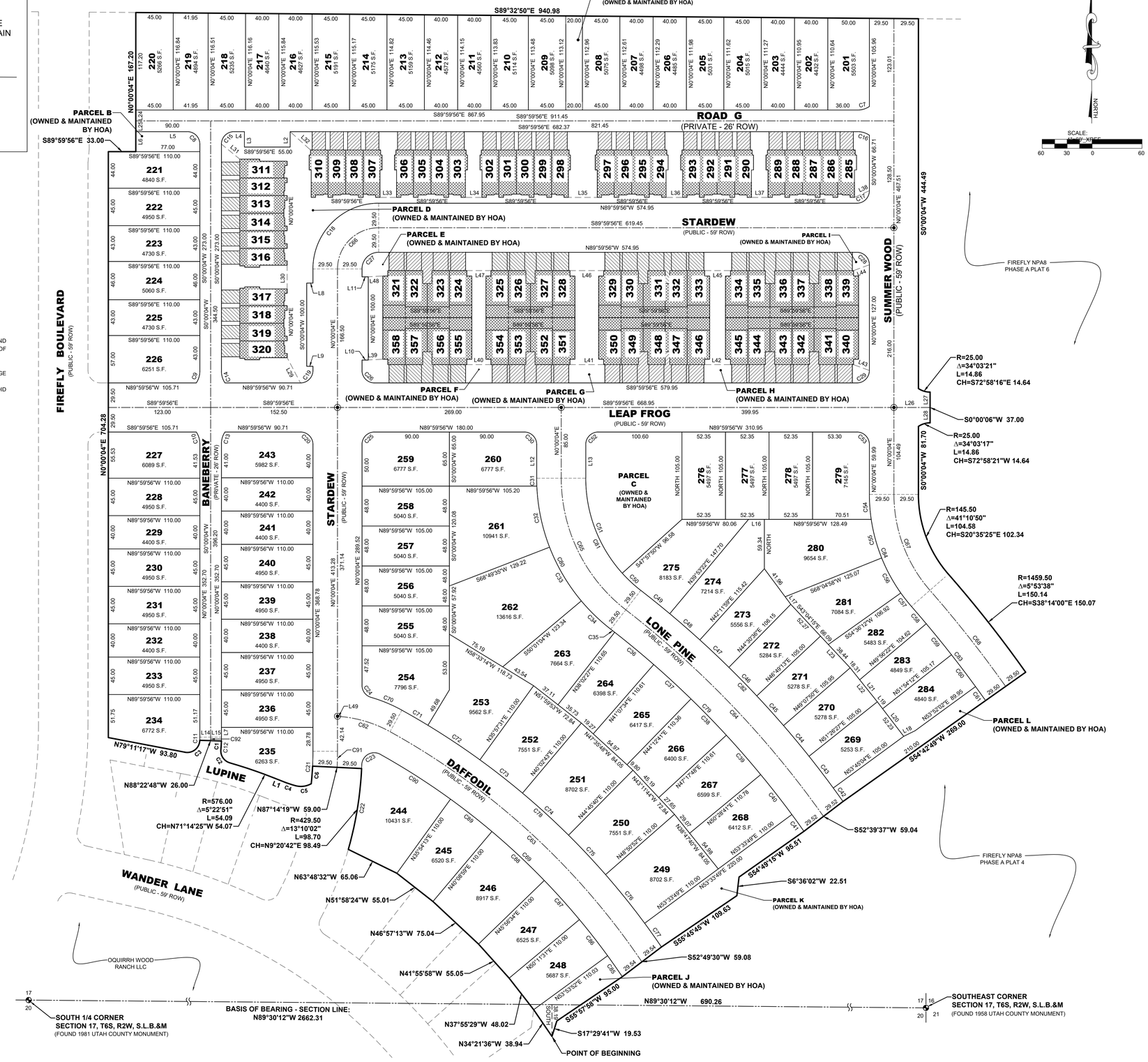


LEGEND

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A — NO ACCESS
- PRIVATE AREA
- LIMITED COMMON AREA

NOTES:

1. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. PARCELS A - L ARE TO BE COMMON AREAS.
3. ALL COMMON AREAS TO BE MUNICIPAL UTILITY AND DRAINAGE EASEMENTS.
4. DRIVEWAYS FOR BUILDABLE LOTS SHALL BE DESIGNED TO AVOID CONFLICT WITH STORM WATER INLETS WHERE APPLICABLE.



SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF 17 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°30'12"W ALONG THE SECTION LINE 690.26 FEET AND SOUTH 38.19 FEET FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N34°21'36"W 38.94 FEET; THENCE N37°55'29"W 48.02 FEET; THENCE N41°55'58"W 55.05 FEET; THENCE N46°57'13"W 75.04 FEET; THENCE N51°58'24"W 55.01 FEET; THENCE N63°48'32"W 65.06 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 98.70 FEET WITH A RADIUS OF 429.50 FEET THROUGH A CENTRAL ANGLE OF 13°10'02", CHORD: N09°20'42"E 98.49 FEET; THENCE N87°14'19"W 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 21.12 FEET WITH A RADIUS OF 370.50 FEET THROUGH A CENTRAL ANGLE OF 03°15'57", CHORD: S04°23'39"W 21.12 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 19.59 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 44°54'04", CHORD: S82°48'17"W 19.09 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 14.81 FEET WITH A RADIUS OF 137.00 FEET THROUGH A CENTRAL ANGLE OF 06°11'42", CHORD: N71°38'50"W 14.81 FEET; THENCE N68°32'59"W 14.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 54.09 FEET WITH A RADIUS OF 576.00 FEET THROUGH A CENTRAL ANGLE OF 05°22'51", CHORD: N71°14'25"W 54.07 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 20.75 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 79°15'37", CHORD: N34°18'02"W 19.13 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 10.55 FEET WITH A RADIUS OF 163.00 FEET THROUGH A CENTRAL ANGLE OF 03°42'35", CHORD: N03°28'29"E 10.55 FEET; THENCE N88°22'48"W 26.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 25.96 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 99°10'39", CHORD: S51°13'24"W 22.84 FEET; THENCE N79°11'17"W 93.80 FEET; THENCE N00°00'04"E 704.28 FEET; THENCE S89°59'56"E 33.00 FEET; THENCE N00°00'04"E 167.20 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF POLE CANYON BOULEVARD, AS DEFINED ON TYSON SUBDIVISION PLAT ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, ENTRY NO. 95910:2019 MAP NO. 16725; THENCE S89°32'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 935.98 FEET; THENCE S00°00'04"W 440.06 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 21.58 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 49°27'51", CHORD: S65°16'01"E 20.92 FEET; THENCE S00°00'06"W 37.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 21.58 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 49°27'48", CHORD: S65°16'06"W 20.92 FEET; THENCE S00°00'04"W 77.24 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 108.17 FEET WITH A RADIUS OF 150.50 FEET THROUGH A CENTRAL ANGLE OF 41°10'53", CHORD: S20°35'23"E 105.86 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 149.62 FEET WITH A RADIUS OF 1454.50 FEET THROUGH A CENTRAL ANGLE OF 05°53'38", CHORD: S38°14'00"E 149.56 FEET; THENCE S54°42'49"W 264.00 FEET; THENCE S52°39'37"W 59.04 FEET; THENCE S54°49'15"W 95.51 FEET; THENCE S06°36'02"W 22.51 FEET; THENCE S55°45'45"W 109.63 FEET; THENCE S52°49'30"W 59.08 FEET; THENCE S55°57'58"W 95.00 FEET; THENCE S17°29'41"W 19.53 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±22.83 ACRES
994,506 SQ. FT.

DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO THE _____ HOME OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20 _____

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____, A.D. 20___, PERSONALLY APPEARED BEFORE ME THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY PUBLIC FULL NAME:
COMMISSION NUMBER:
MY COMMISSION EXPIRES:
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20___

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED _____
ENGINEER
(See Seal Below)

ATTEST _____
CLERK-RECORDER
(See Seal Below)

FIREFLY
NPA 8 PHASE A PLAT 3

LOCATED IN THE SOUTHEAST QUARTER OF 17, AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 60'

SHEET 1 OF 2

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL

This form approved by Utah County and the municipalities therein.

LEI #21-0080

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CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	163.00	3°42'35"	10.55	N3°28'29"E 10.55
C2	15.00	79°15'37"	20.75	N34°18'02"W 19.13
C3	15.00	99°10'39"	25.96	S51°13'24"W 22.84
C4	137.00	6°11'42"	14.81	N71°38'50"W 14.81
C5	25.00	44°54'04"	19.59	S82°48'17"W 19.09
C6	370.50	3°15'57"	21.12	S4°23'39"W 21.12
C7	25.00	34°03'21"	14.86	N72°58'23"E 14.64
C8	15.00	90°00'00"	23.56	N44°59'56"W 21.21
C9	25.00	34°03'21"	14.86	S17°01'44"W 14.64
C10	25.00	34°03'21"	14.86	N17°01'37"W 14.64
C11	137.00	1°37'02"	3.87	N0°48'34"E 3.87
C12	163.00	5°19'43"	15.16	N2°39'55"E 15.15
C13	25.00	34°03'21"	14.86	S17°01'44"W 14.64
C14	25.00	34°03'21"	14.86	S17°01'37"E 14.64
C15	15.00	90°00'00"	23.56	S45°00'04"W 21.21
C16	25.00	34°03'21"	14.86	N72°58'16"W 14.64
C17	15.00	90°00'00"	23.56	N45°00'04"E 21.21
C18	79.00	90°00'00"	124.09	S45°00'04"W 111.72
C19	15.00	90°00'00"	23.56	N45°00'04"E 21.21
C20	15.00	90°00'00"	23.56	N44°59'56"W 21.21

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	370.50	6°01'34"	38.97	N3°00'51"E 38.95
C22	429.50	13°46'14"	103.23	N9°02'36"E 102.98
C23	15.00	117°00'48"	30.63	S60°39'53"W 25.58
C24	15.00	73°53'06"	19.34	S36°56'29"E 18.03
C25	15.00	90°00'00"	23.56	S45°00'04"W 21.21
C26	15.00	90°00'00"	23.56	S44°59'56"E 21.21
C27	20.00	90°00'00"	31.42	S45°00'04"W 28.28
C28	15.00	90°00'00"	23.56	N44°59'56"W 21.21
C29	15.00	90°00'00"	23.56	N45°00'04"E 21.21
C30	15.00	90°00'00"	23.56	N44°59'56"W 21.21
C31	229.50	2°22'18"	9.50	S1°11'05"E 9.50
C32	229.50	18°48'11"	75.32	S11°46'20"E 74.98
C33	229.50	18°48'30"	75.34	S30°34'40"E 75.00
C34	229.50	12°16'41"	49.18	S46°07'16"E 49.09
C35	1131.50	0°18'03"	5.94	S52°06'35"E 5.94
C36	1131.50	3°05'07"	60.93	S50°25'00"E 60.92
C37	1131.50	3°05'07"	60.93	S47°19'53"E 60.92
C38	1131.50	3°05'07"	60.93	S44°14'45"E 60.92
C39	1131.50	3°10'53"	62.83	S41°06'45"E 62.82
C40	1131.50	3°05'07"	60.93	S37°58'45"E 60.92

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	1131.50	1°15'26"	24.83	S35°48'28"E 24.83
C42	1190.50	0°57'45"	20.00	N35°46'04"W 20.00
C43	1190.50	2°18'37"	48.00	N37°24'15"W 48.00
C45	1190.50	2°18'37"	48.00	N42°01'29"W 48.00
C46	1190.50	2°18'37"	48.00	N44°20'06"W 48.00
C47	1190.50	2°18'37"	48.00	N46°38'43"W 48.00
C48	1190.50	2°18'37"	48.00	N48°57'20"W 48.00
C49	1190.50	2°08'58"	44.66	N51°11'07"W 44.66
C50	170.50	10°13'27"	30.42	S47°08'53"E 30.38
C51	170.50	42°02'14"	125.09	S21°01'03"E 122.31
C52	15.00	90°00'00"	23.56	S45°00'04"W 21.21
C53	15.00	90°00'00"	23.56	N44°59'56"W 21.21
C54	204.50	8°26'20"	30.12	S4°13'06"E 30.09
C55	204.50	13°28'46"	48.11	S15°10'39"E 48.00
C56	204.50	13°28'46"	48.11	S28°39'25"E 48.00
C57	204.50	5°47'01"	20.64	S38°17'19"E 20.63
C58	1400.50	1°07'11"	27.37	N40°37'14"W 27.37
C59	1400.50	1°57'51"	48.01	N39°04'43"W 48.01
C60	1400.50	1°57'50"	48.00	N37°06'53"W 48.00
C61	1400.50	0°50'47"	20.69	N35°42'35"W 20.69

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N68°32'59"W	14.69
L2	N0°00'04"E	18.50
L3	S0°00'04"W	18.50
L4	S89°59'56"E	12.58
L5	S89°59'56"E	62.00
L6	N0°00'04"E	24.00
L7	N0°00'04"E	11.70
L8	N89°59'56"W	7.50
L9	S89°59'56"E	7.50
L10	S89°59'56"E	7.50
L11	N89°59'56"W	7.50
L12	N0°00'04"E	40.50
L13	N0°00'04"E	40.50
L14	S89°59'56"E	13.00
L15	S89°59'56"E	13.00
L16	N89°59'56"W	19.01
L17	S36°37'34"E	11.32
L18	N63°45'59"E	15.28
L19	S37°24'15"E	10.46
L20	S37°24'15"E	41.77

LINE TABLE

LINE	DIRECTION	LENGTH
L21	S38°40'06"E	33.95
L22	N38°40'06"W	52.26
L23	N43°04'15"W	52.26
L24	S0°00'04"W	13.00
L25	S0°00'04"W	13.00
L26	S89°59'56"E	43.50
L27	N0°00'06"E	18.50
L28	N0°00'06"E	18.50
L29	N27°48'40"W	34.29
L30	N0°00'04"E	28.50
L31	S50°42'38"E	28.42
L32	S48°02'05"E	32.90
L33	S89°59'56"E	20.00
L34	S89°59'56"E	20.00
L35	S89°59'56"E	34.78
L36	S89°59'56"E	20.00
L37	S89°59'56"E	20.00
L38	N65°59'37"E	19.67
L39	N87°11'10"E	21.02
L40	S89°59'56"E	29.00

LINE TABLE

LINE	DIRECTION	LENGTH
L41	N89°59'52"E	40.49
L42	S89°59'46"E	30.99
L43	S69°46'49"E	20.25
L44	S69°46'56"W	20.25
L45	S89°59'52"W	30.99
L46	S89°59'54"W	40.49
L47	N89°59'56"W	29.00
L48	S87°10'38"W	21.02
L49	S84°59'56"E	3.60

PARCEL AREA TABLE

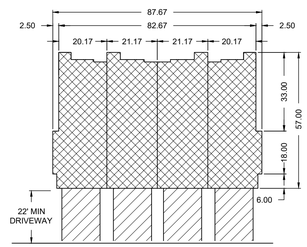
Parcel #	Area
PARCEL A	2261
PARCEL B	1800
PARCEL C	15673
PARCEL D	32674
PARCEL E	3443
PARCEL G	5289
PARCEL J	3267
PARCEL K	6797
PARCEL L	4303

CURVE TABLE

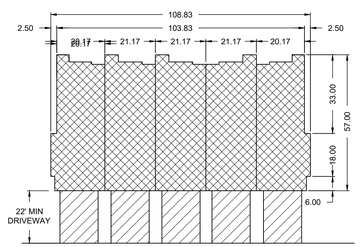
CURVE	RADIUS	DELTA	LENGTH	CHORD
C62	150.00	23°58'08"	62.75	N73°00'53"W 62.29
C63	882.00	26°53'28"	413.96	N47°35'05"W 410.17
C64	1161.00	17°01'33"	345.00	N43°44'50"W 343.73
C65	200.00	52°15'40"	182.43	S26°07'47"E 176.17
C66	49.50	90°00'00"	77.75	S45°00'04"W 70.00
C67	175.00	41°10'53"	125.78	S20°35'23"E 123.09
C68	1430.00	5°53'38"	147.10	S38°14'00"E 147.04
C69	852.50	26°47'41"	398.68	N47°25'53"W 395.06
C70	179.50	12°51'13"	40.27	N67°27'26"W 40.18
C71	911.50	2°16'23"	36.16	N59°53'37"W 36.16
C72	911.50	4°42'57"	75.02	N56°23'57"W 75.00
C73	911.50	4°05'12"	65.01	N51°59'53"W 65.00
C74	911.50	4°42'57"	75.02	N47°35'48"W 75.00
C75	911.50	4°05'12"	65.01	N43°11'44"W 65.00
C76	911.50	4°42'57"	75.02	N38°47'40"W 75.00
C77	911.50	2°11'57"	34.99	N35°20'13"W 34.98
C78	911.50	26°47'34"	426.24	N47°38'02"W 422.37
C79	1131.50	17°04'51"	337.32	S43°43'11"E 336.07
C80	229.50	52°15'40"	209.33	S26°07'47"E 202.15
C81	170.50	52°15'40"	155.52	S26°07'47"E 150.18

CURVE TABLE

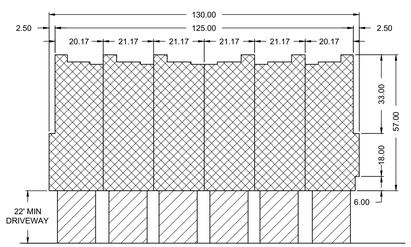
CURVE	RADIUS	DELTA	LENGTH	CHORD
C82	1190.50	16°58'25"	352.68	N43°46'24"W 351.39
C83	1400.50	5°53'38"	144.07	N38°14'00"W 144.01
C84	204.50	41°10'53"	146.98	S20°35'23"E 143.84
C85	852.50	2°04'06"	30.77	N35°04'05"W 30.77
C86	852.50	3°42'21"	55.14	N37°57'18"W 55.13
C87	852.50	4°14'57"	63.22	N41°55'58"W 63.21
C88	852.50	5°47'35"	86.19	N46°57'13"W 86.16
C89	852.50	4°14'46"	63.18	N51°58'24"W 63.16
C90	852.50	6°43'57"	100.17	N57°27'45"W 100.11
C91	400.00	2°45'37"	19.27	N1°22'52"E 19.27
C92	150.00	1°37'08"	4.24	N0°48'38"E 4.24



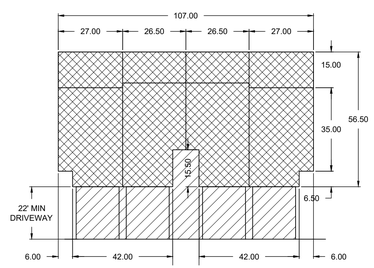
BUILDING "A"
4 PLEX
UNITS 290-297, 303-310, 317-320



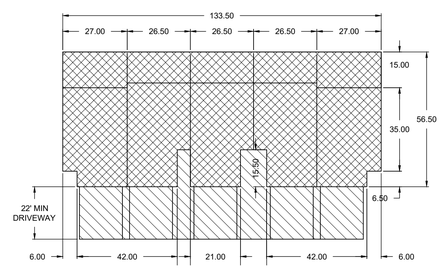
BUILDING "B"
5 PLEX
UNITS 285-289, 298-302



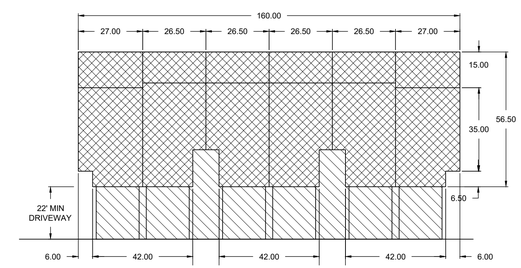
BUILDING "C"
6 PLEX
UNITS 311-316



BUILDING "D"
4 PLEX
UNITS 321-328, 351-358



BUILDING "E"
5 PLEX
UNITS 329-333, 346-350



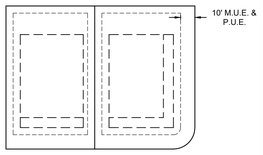
BUILDING "F"
6 PLEX
UNITS 334-345

LEGEND

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- FUTURE LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A — NO ACCESS

SINGLE FAMILY LOTS	STANDARD LOTS 244 - 284	ALLY LOAD LOTS 201-243
FRONT LIVING SETBACK (A)	15 Ft	10 Ft
FRONT GARAGE SETBACK (B)	22 Ft	22 Ft
GARAGE SIDE SETBACK (C)	22 Ft	22 Ft
INTERIOR SIDE (D)	5 Ft / 8 Ft	5 Ft / 5 Ft
STREET SIDE SETBACK (E)	15 Ft	15 Ft
REAR SETBACK (F)	20 Ft	5 Ft

TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS



DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAIN IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH

APPROVED THIS_____DAY OF_____, 20____

BY- _____

TITLE- _____

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

_____
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. §17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE M.U.E AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   (4) ANY OTHER PROVISION OF LAW.

_____
ROCKY MOUNTAIN POWER DATE

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SURVEYORS
PLANNERS
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www.lei-eng.com

FIREFLY
NPA 8 PHASE A PLAT 3

LOCATED IN THE SOUTHEAST QUARTER OF 17, AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 2 OF 2

This form approved by Utah County and the municipalities therein.

LEI #21-0080

SETBACK TABLE						
SINGLE FAMILY DETACHED LOTS	FRONT	GARAGE	REAR	SIDE	CORNER	MIN. LOT WIDTH*
STANDARD C LOT	15'	22'	20'	5'/8'	15'	46'
ALLEY LOAD	10'	22'	5'	5'/5'	15'	40'

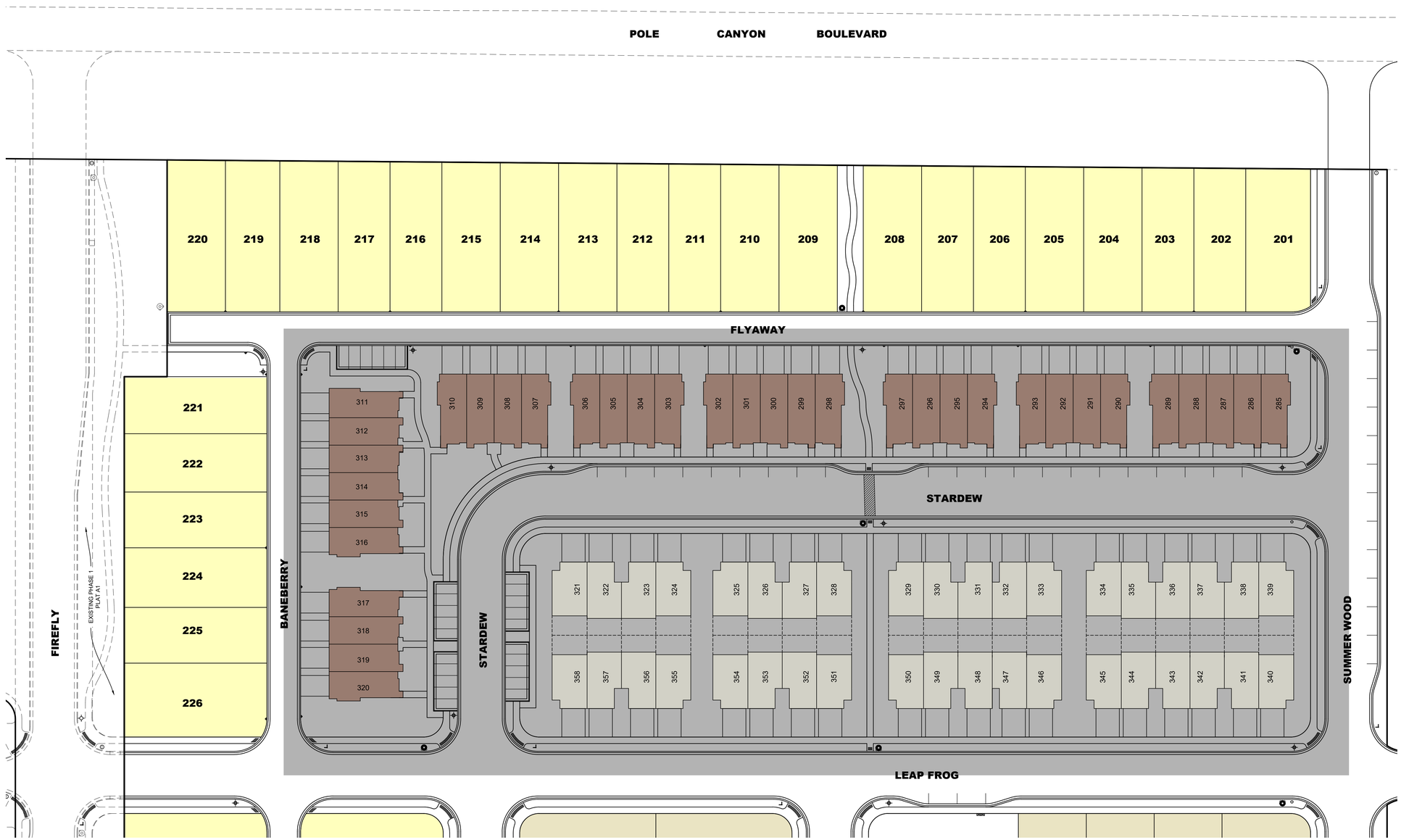
* LOT WIDTH MEASURED FROM EITHER THE "BUILD-TO LINE" (WHEN APPLICABLE), OR THE FRONT SETBACK, WHICHEVER IS FURTHER BACK FROM THE PROPERTY LINE.

MULTI-FAMILY FAMILY LOTS	FRONT	GARAGE	REAR	REAR BUILDING SPACING	SIDE	SIDE BUILDING SPACING	CORNER
FRONT LOAD TOWN	15'	22'	10'	20'	15'	15'	15'
REAR LOAD TOWN	10'	3'	3'	30'	15'	15'	15'

NORTH

SCALE: 1"=40'

40 20 0 40



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NOT FOR CONSTRUCTION

Firefly

NPA 8 PHASE A PLAT 3

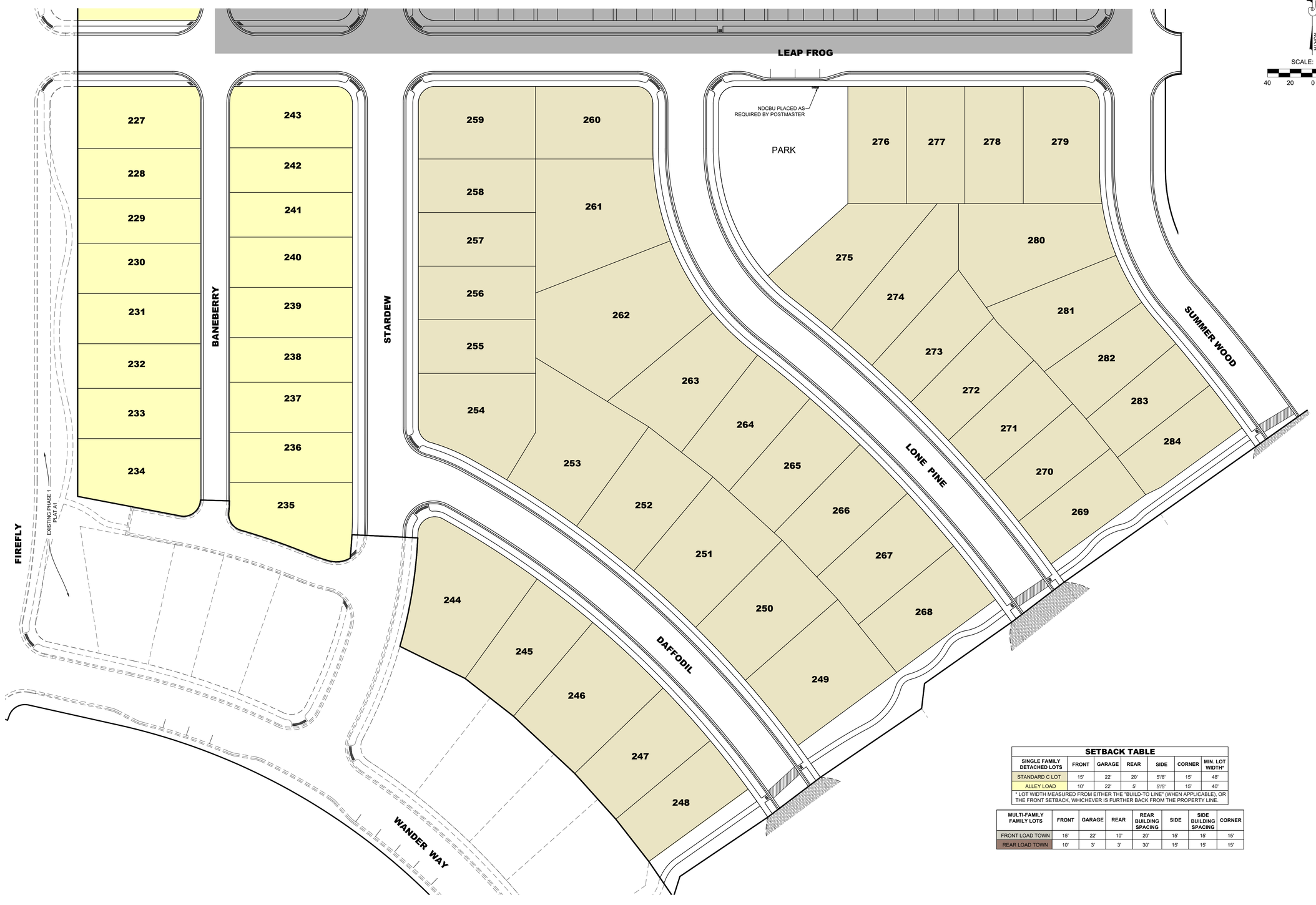
EAGLE MOUNTAIN, UTAH

LOT SUMMARY - NORTH

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=40'
DATE: 10/30/2023
SHEET 101

U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A1\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:17 PM



SETBACK TABLE						
SINGLE FAMILY DETACHED LOTS	FRONT	GARAGE	REAR	SIDE	CORNER	MIN. LOT WIDTH*
STANDARD C LOT	15'	22'	20'	5'/8'	15'	48'
ALLEY LOAD	10'	22'	5'	5'/5'	15'	40'

* LOT WIDTH MEASURED FROM EITHER THE "BUILD-TO LINE" (WHEN APPLICABLE), OR THE FRONT SETBACK, WHICHEVER IS FURTHER BACK FROM THE PROPERTY LINE.

MULTI-FAMILY FAMILY LOTS	FRONT	GARAGE	REAR	REAR BUILDING SPACING	SIDE	SIDE BUILDING SPACING	CORNER
FRONT LOAD TOWN	15'	22'	10'	20'	15'	15'	15'
REAR LOAD TOWN	10'	3'	3'	30'	15'	15'	15'

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

LOT SUMMARY - SOUTH

REVISIONS
1 -
2 -
3 -
4 -
5 -

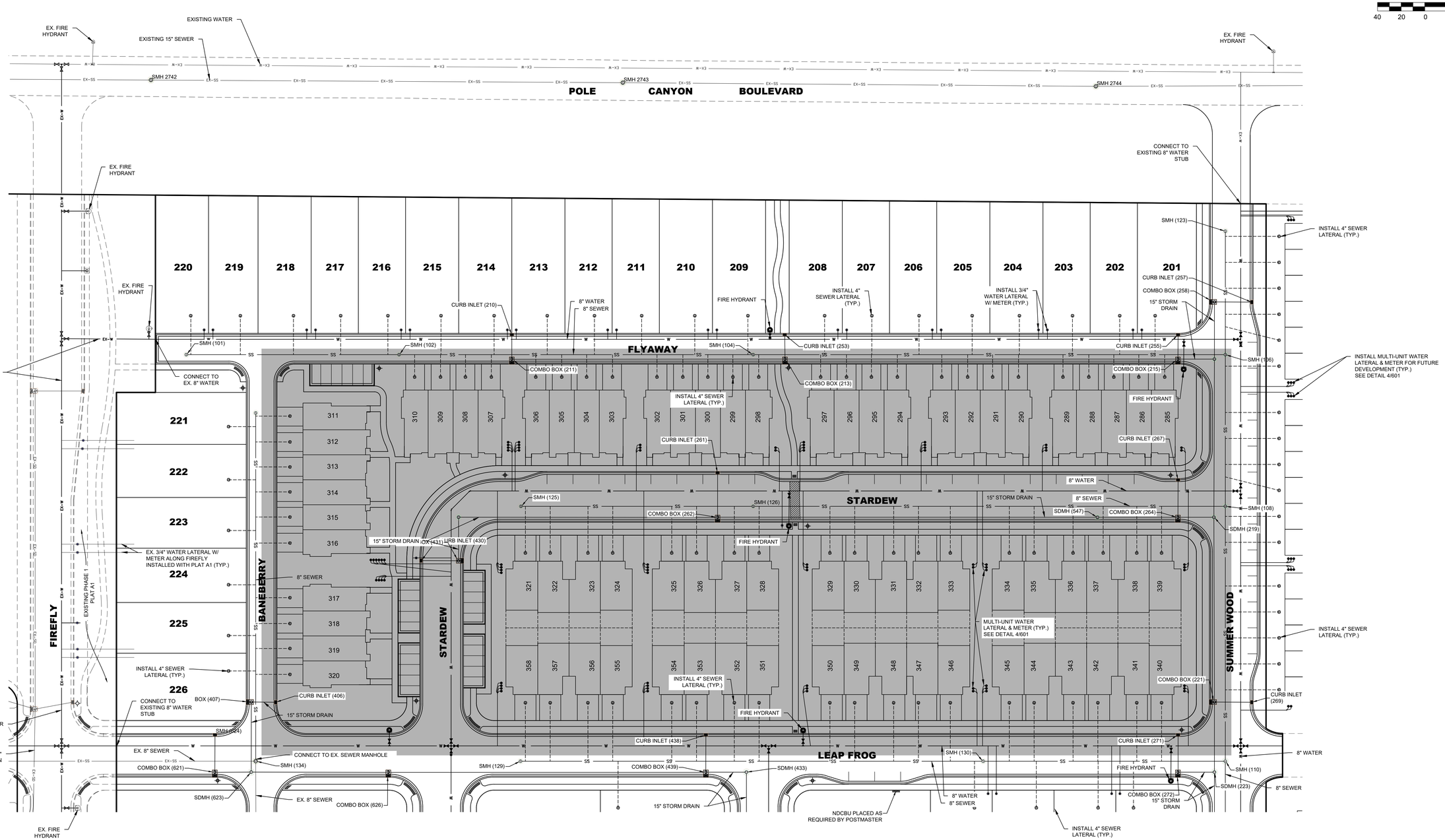
LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=40'
DATE: 10/30/2023

SHEET
102

J:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:17 PM

NOTE

1. ALL VALVES MUST BE FLANGES TO TEE'S



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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

UTILITY LAYOUT - NORTH

firefly

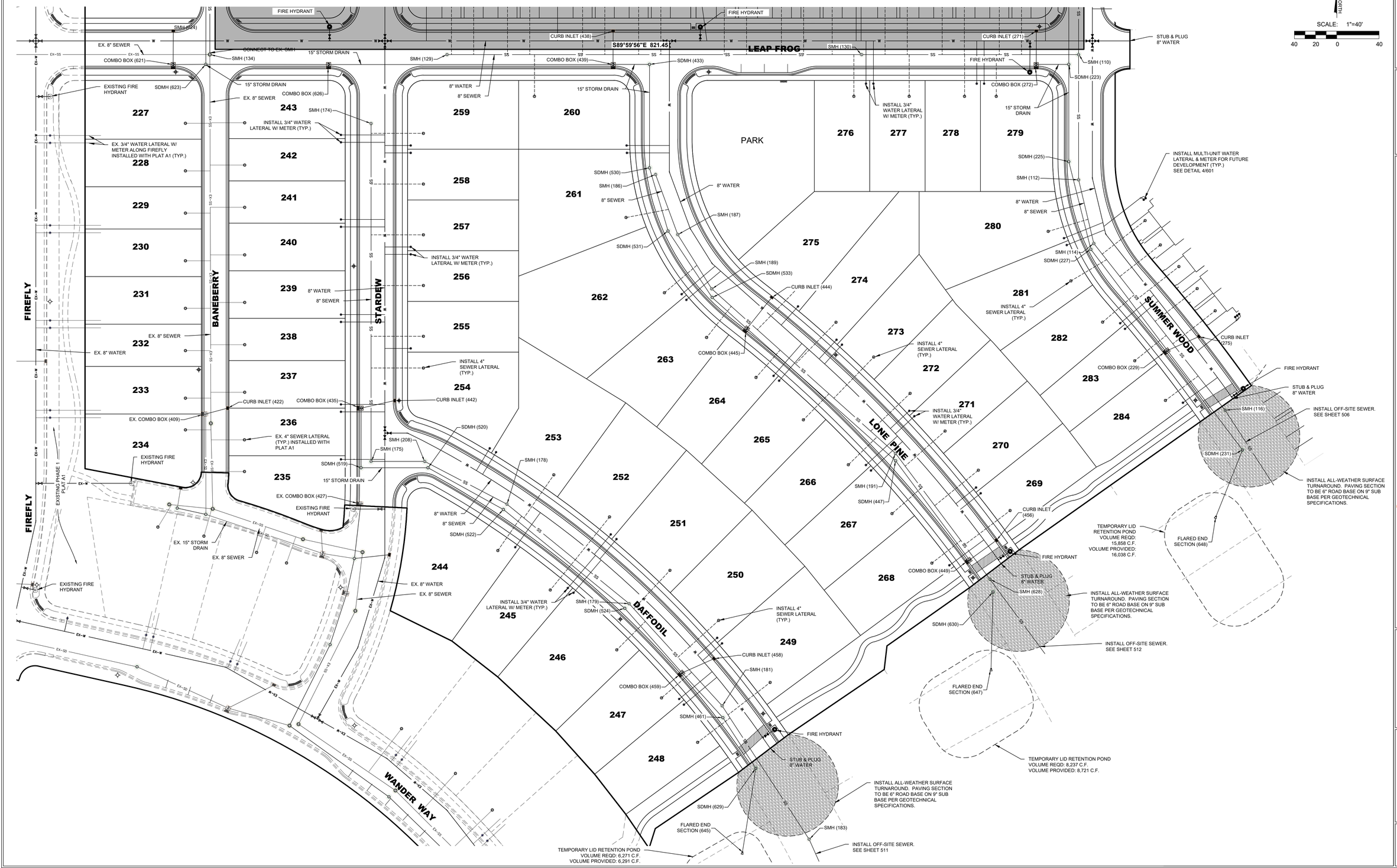
REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #:	2021-0080
DRAWN BY:	TJP
DESIGNED BY:	GDM / BCT
SCALE:	1"=40'
DATE:	10/30/2023
SHEET	201

U:\0_LD PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A1\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:17 PM

NOTE

1. ALL VALVES MUST BE FLANGED TO TEE'S



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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

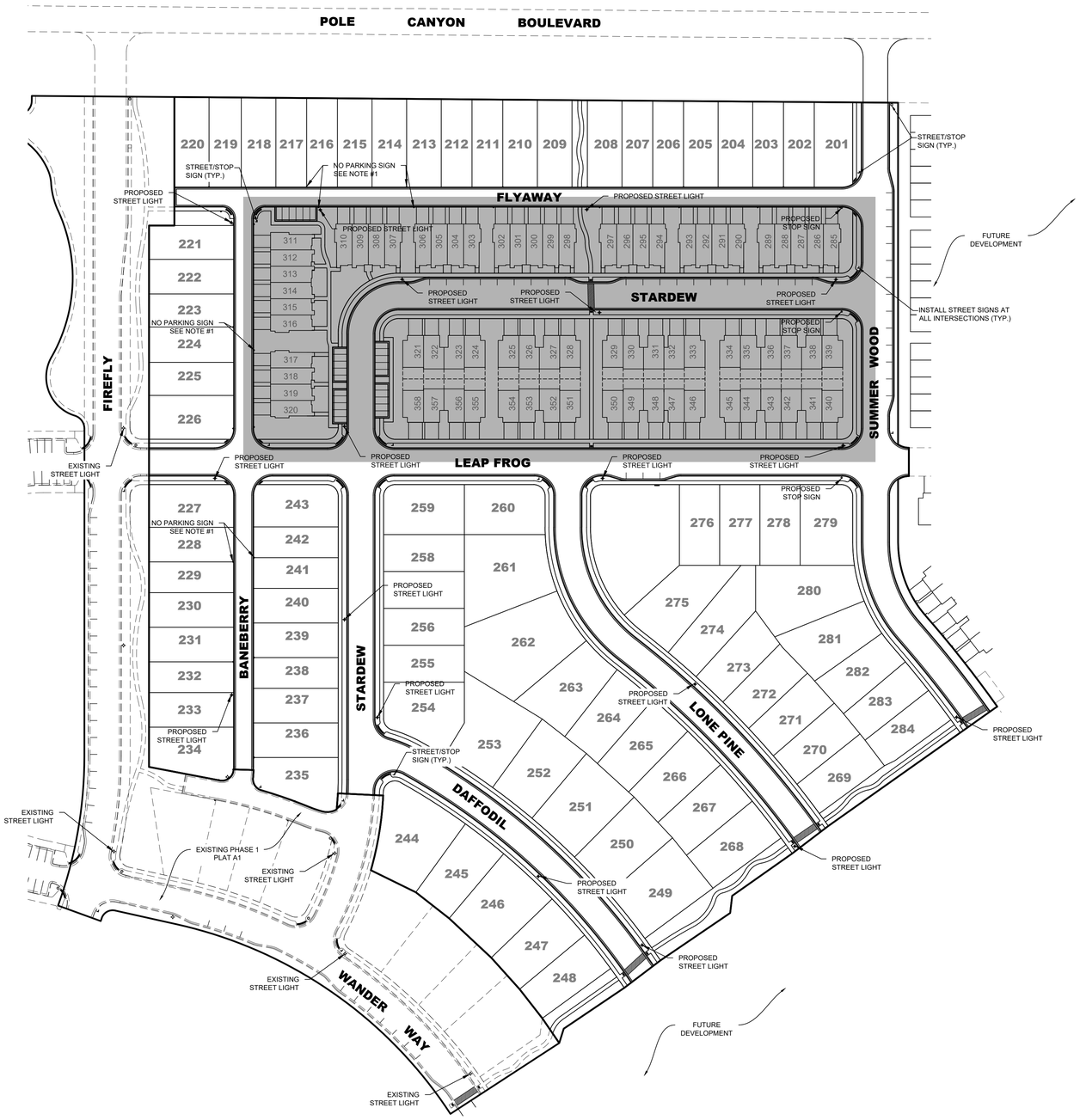
UTILITY LAYOUT - SOUTH

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=40'
DATE: 10/30/2023
SHEET 202

O:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:34 PM



NOTE

1. ALL STREET LIGHTS ALONG LOCAL ROAD SHALL BE ARLINGTON-STYLE LIGHTS/FIXTURES.

NOTES:

1. NO PARKING FIRE LANE SIGNS SHALL BE REQUIRED ON BOTH SIDES OF THIS ROAD SPACED AT 100'-150' INTERVALS. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES WIDE BY 18 INCHES HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND AS SHOWN BELOW. SIGNS SHALL FOLLOW ALL OTHER MUTCD REQUIREMENTS.

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

STREET LIGHT PLAN / STRIPING / SIGNAGE PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=80'
DATE: 10/30/2023
SHEET 301

V:\0 _LEI PROJECTS\2021\2021-0080 POLE CANYON BLBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:17 PM

NORTH

SCALE: 1"=80'

80 40 0 80

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FINAL PHASE 8.1

EAGLE MOUNTAIN, UTAH

GRADING PLAN

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: TJP

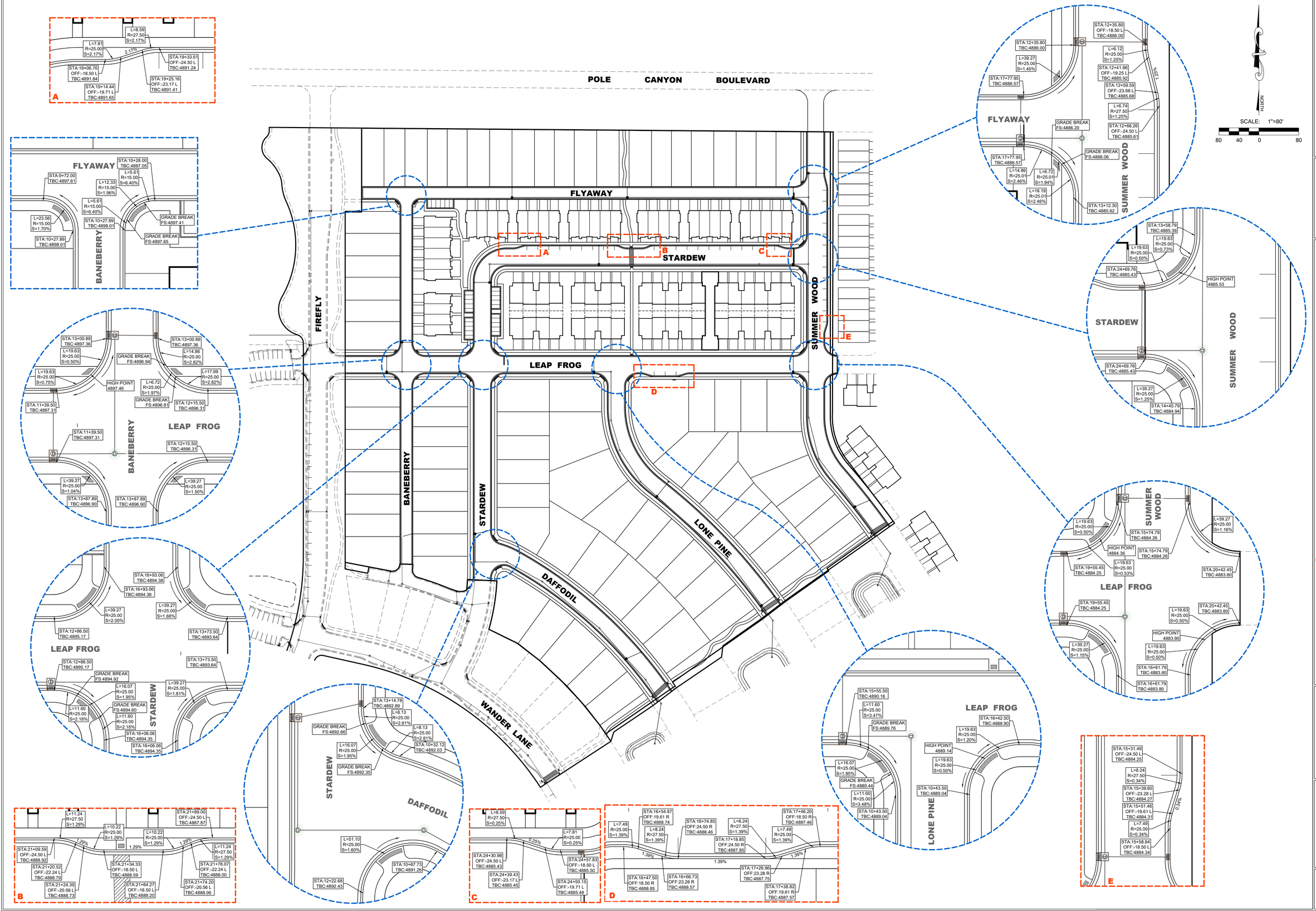
DESIGNED BY: GDM / BCT

SCALE: 1"=80'

DATE: 10/30/2023

SHEET 401

U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\MPA 8\FINAL\PHASE A\PLAT A3\21-0080 MPA8A-PLAT A3 GRADING.DWG 10/30/2023 2:41 PM



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FINAL PHASE 8.1

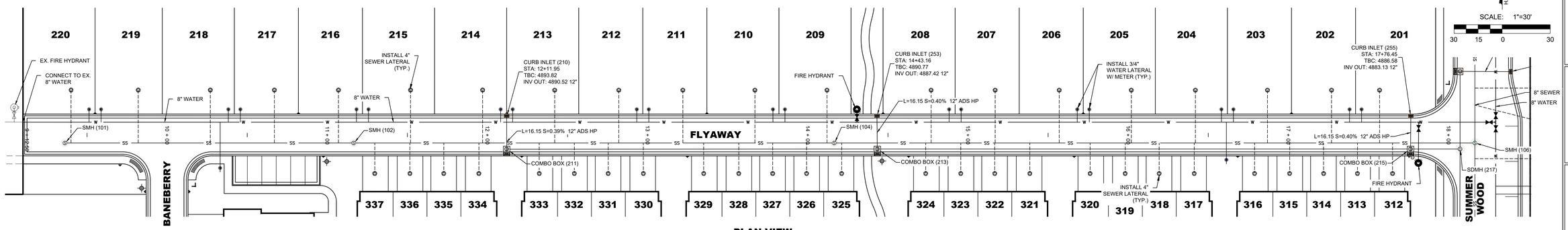
EAGLE MOUNTAIN, UTAH

GRADING - CURB RETURN INFORMATION

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=80'
DATE: 10/30/2023
SHEET 402

\\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 GRADING.DWG 10/30/2023 2:41 PM



PLAN VIEW

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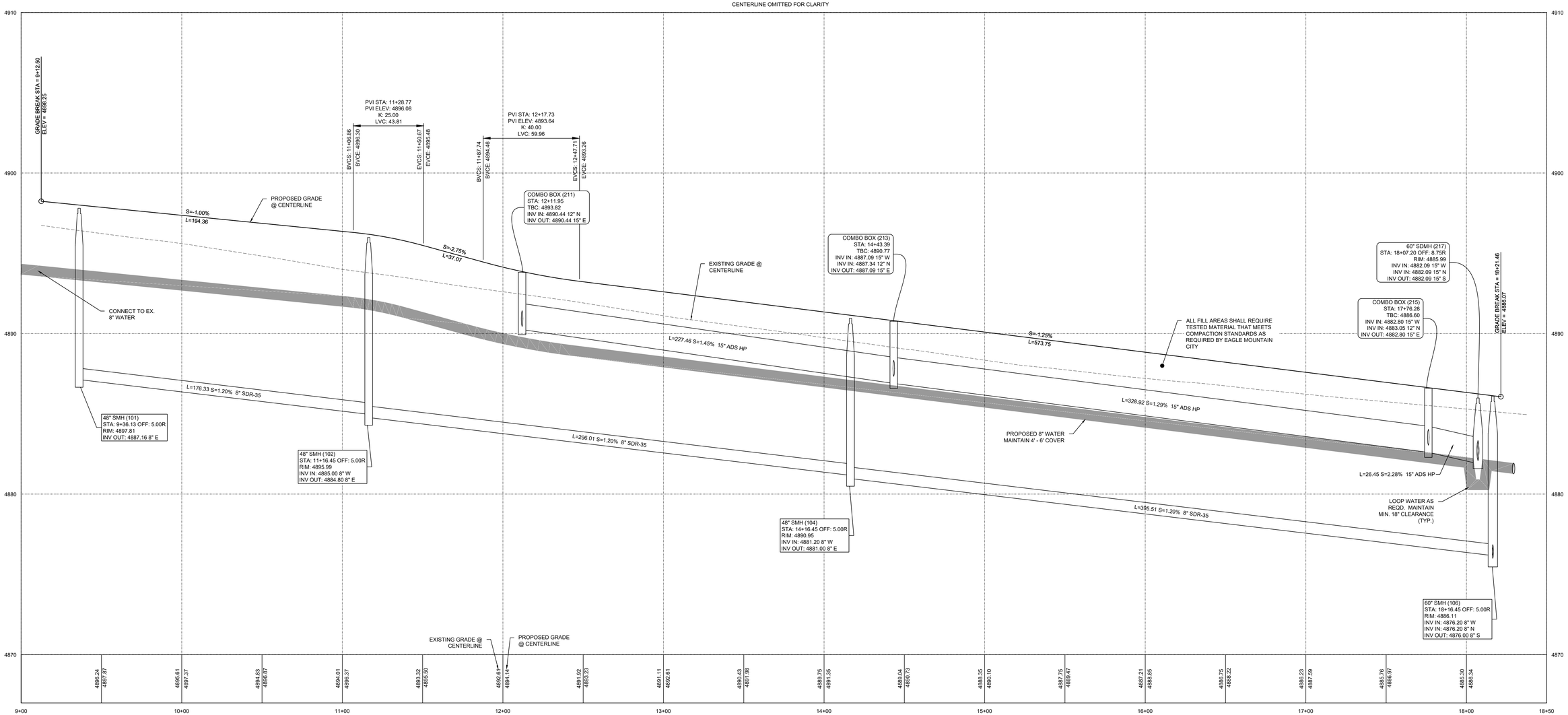

PROFILE VIEW

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- A Utah Corporation -
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PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
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www.lei-eng.com

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

FLYAWAY PLAN & PROFILE

firefly

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: TJP

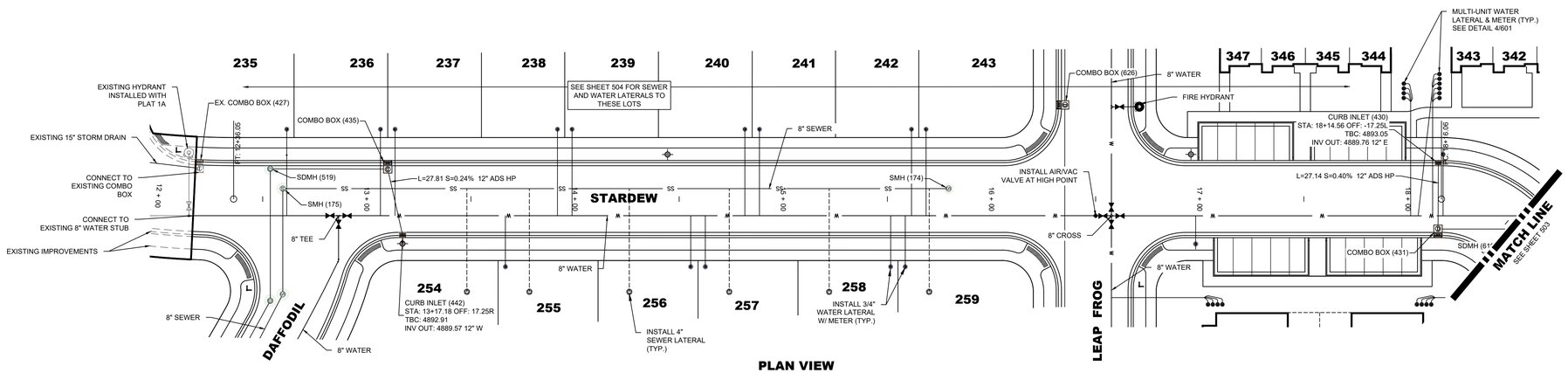
DESIGNED BY: GDM / BCT

SCALE: 1"=30'

DATE: 10/30/2023

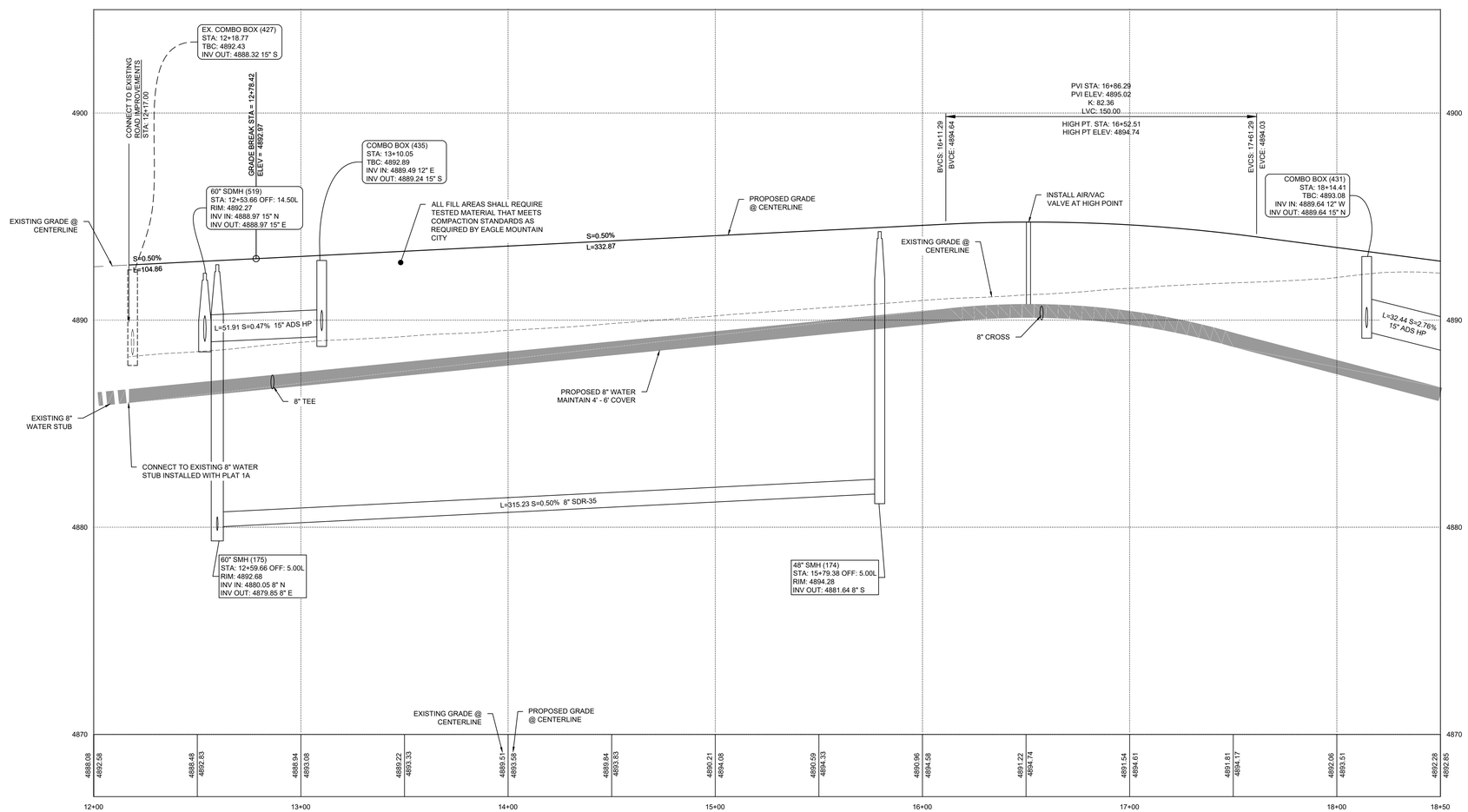
SHEET 501

V:\0 _LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM



PLAN VIEW

CENTERLINE OMITTED FOR CLARITY



PROFILE VIEW

NORTH

SCALE: 1"=30'

30 15 0 30

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

STARDEW PLAN & PROFILE 12+00 - 18+50

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: TJP

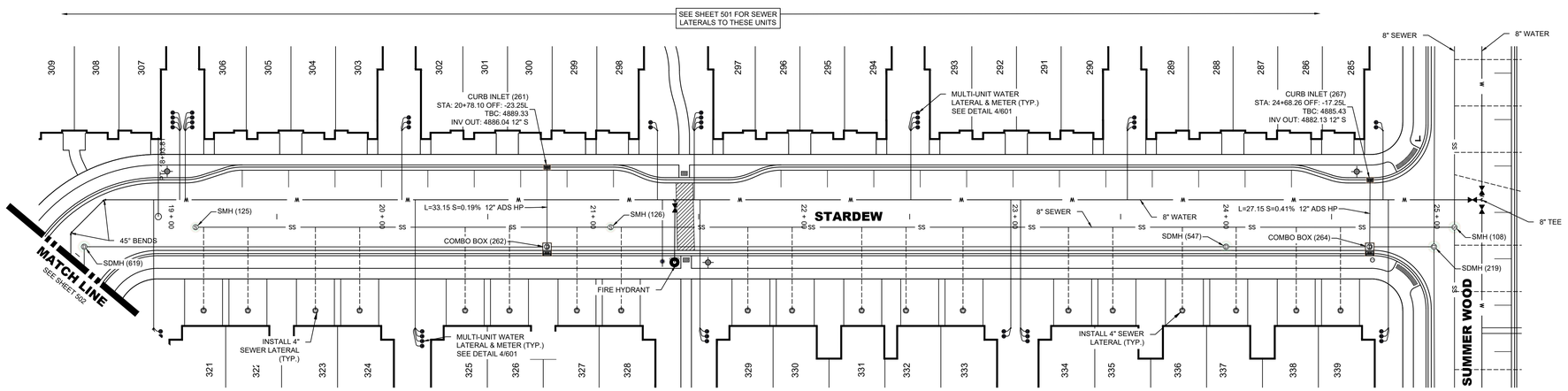
DESIGNED BY: GDM / BCT

SCALE: 1"=30'

DATE: 10/30/2023

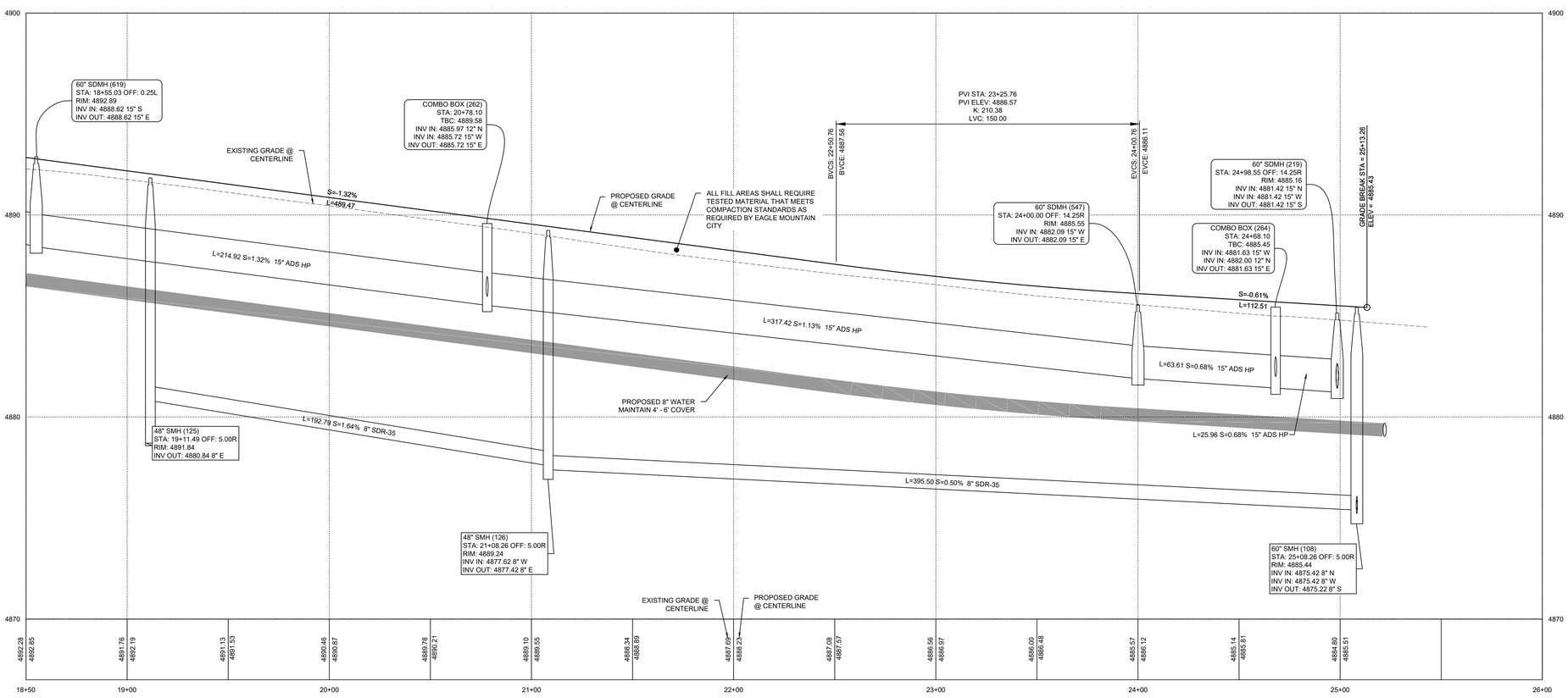
SHEET 502

I:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM

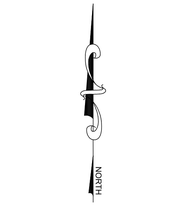


PLAN VIEW

CENTERLINE OMITTED FOR CLARITY



PROFILE VIEW



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NPA 8 PHASE A PLAT 3

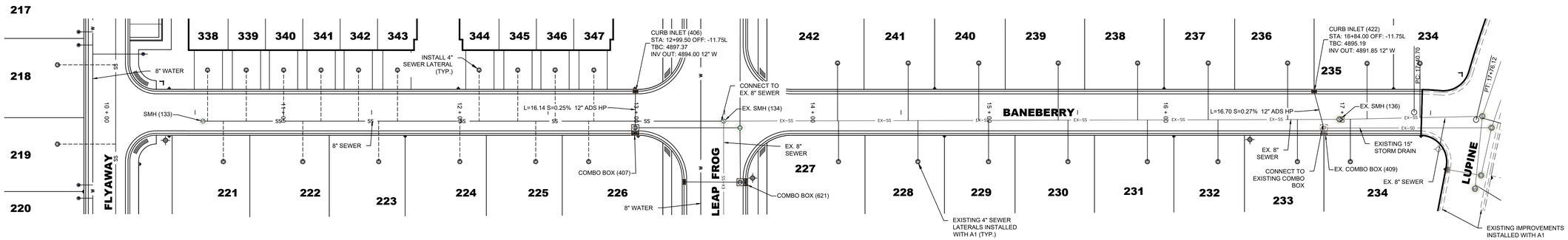
EAGLE MOUNTAIN, UTAH

STARDEW PLAN & PROFILE

REVISIONS
1 -
2 -
3 -
4 -
5 -

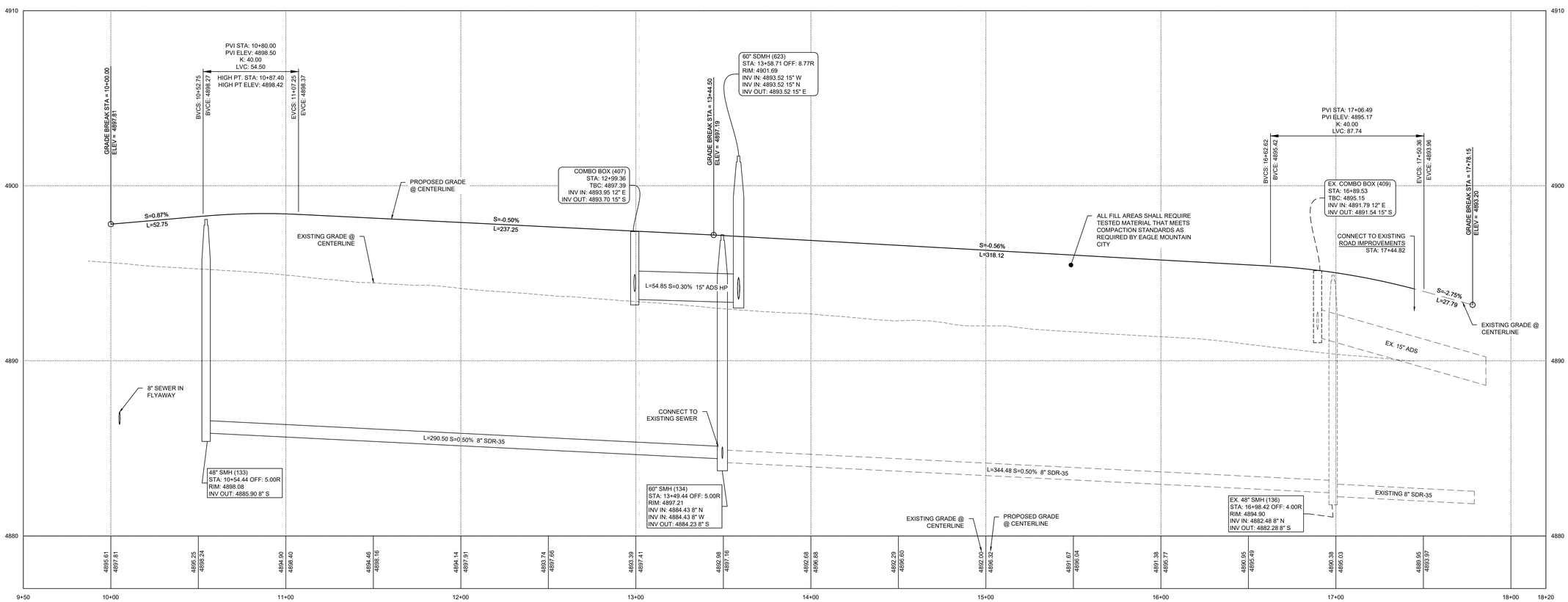
LEI PROJECT #:	2021-0080
DRAWN BY:	TJP
DESIGNED BY:	GDM / BCT
SCALE:	1"=30'
DATE:	10/30/2023
SHEET	503

J:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\PHAS\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM



PLAN VIEW

CENTERLINE OMITTED FOR CLARITY



PROFILE VIEW

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

BANEBERRY PLAN & PROFILE

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: TJP

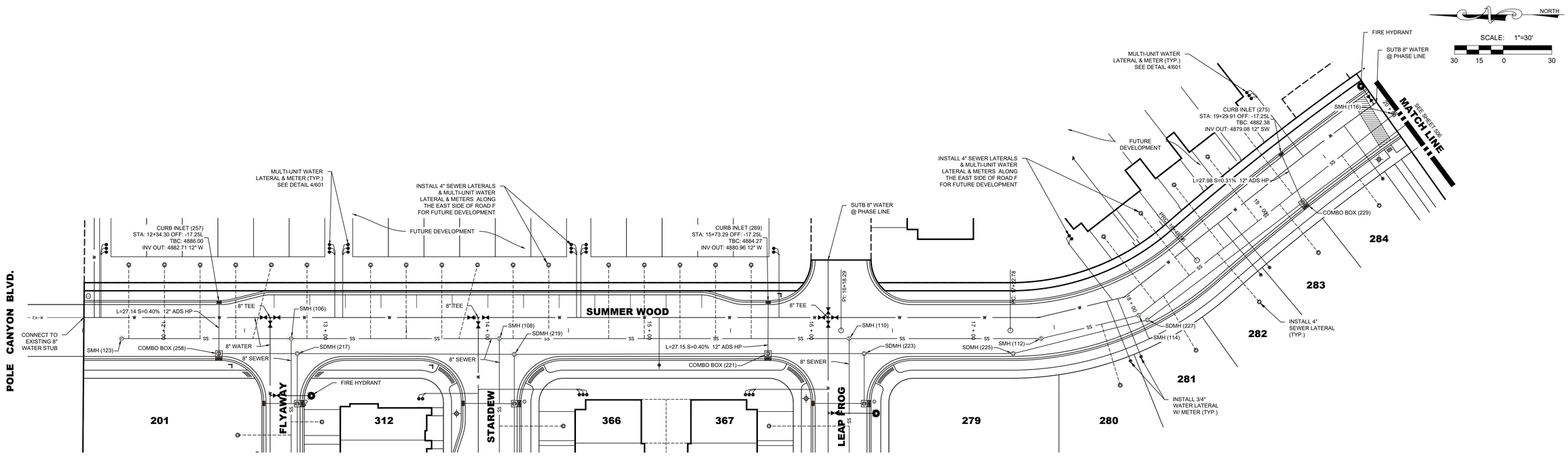
DESIGNED BY: GDM / BCT

SCALE: 1"=30'

DATE: 10/30/2023

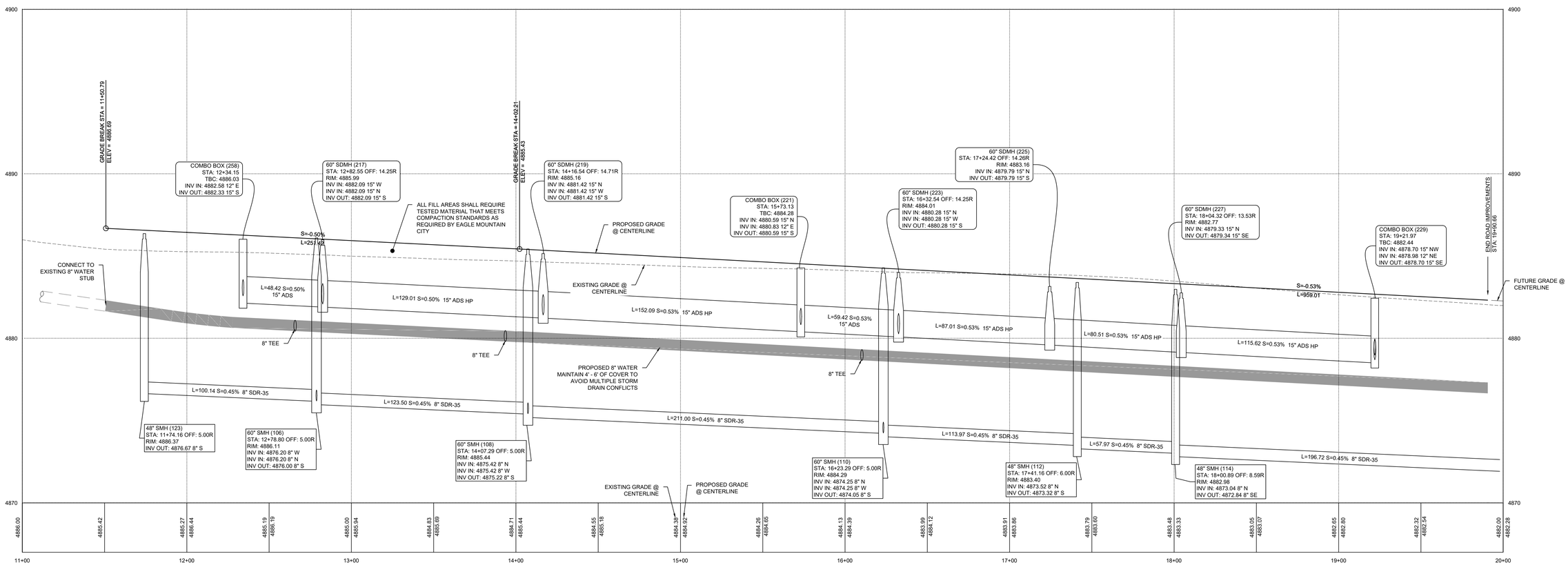
SHEET 504

U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM



PLAN VIEW

CENTERLINE OMITTED FOR CLARITY



PROFILE VIEW

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

SUMMER WOOD PLAN & PROFILE 11+00 - 20+00

REVISIONS
1 -
2 -
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4 -
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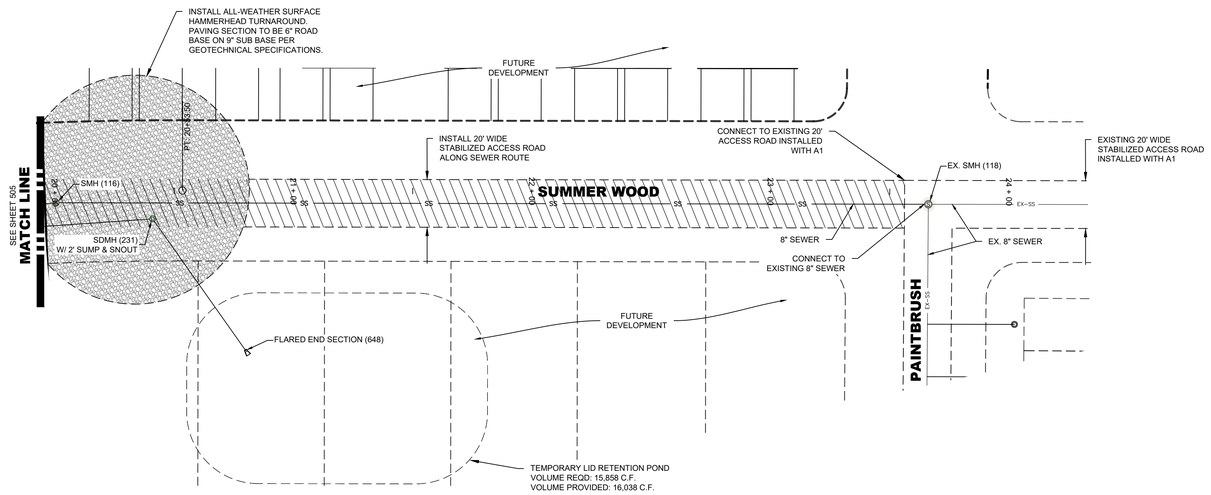
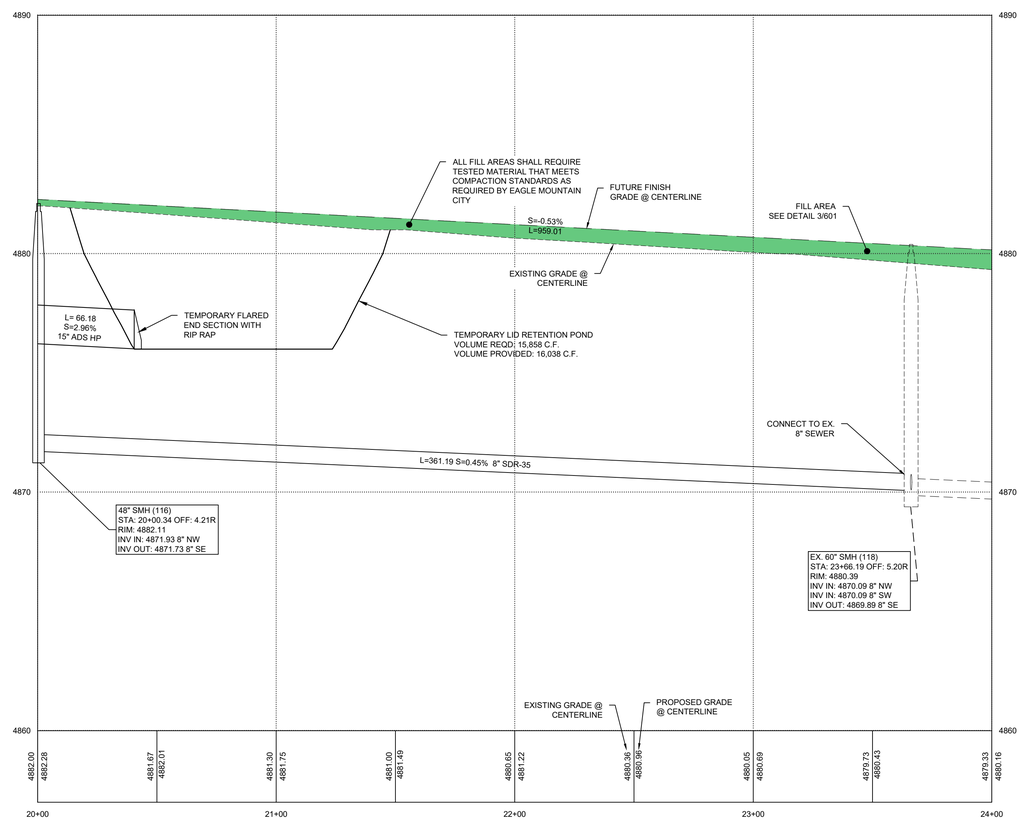
LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=30'
DATE: 10/30/2023

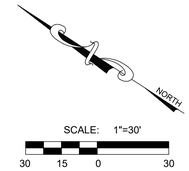
SHEET 505

V:\0 _LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM





PROFILE VIEW



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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

SUMMER WOOD PLAN & PROFILE 20+00 - 24+00

REVISIONS
1 -
2 -
3 -
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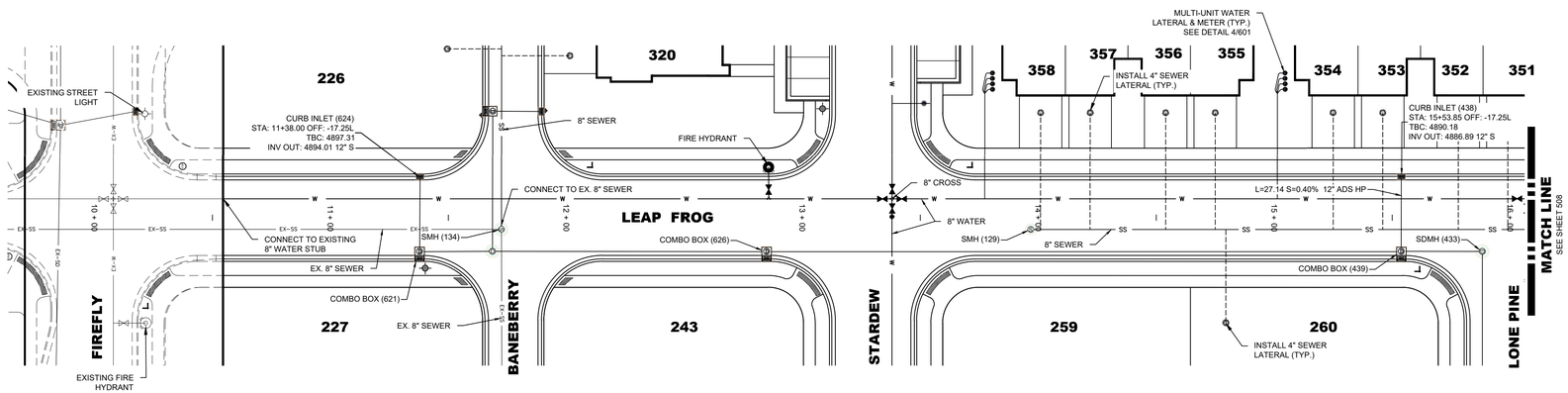
LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=30'
DATE: 10/30/2023

SHEET 506

U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\PNP\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:38 PM



PLAN VIEW

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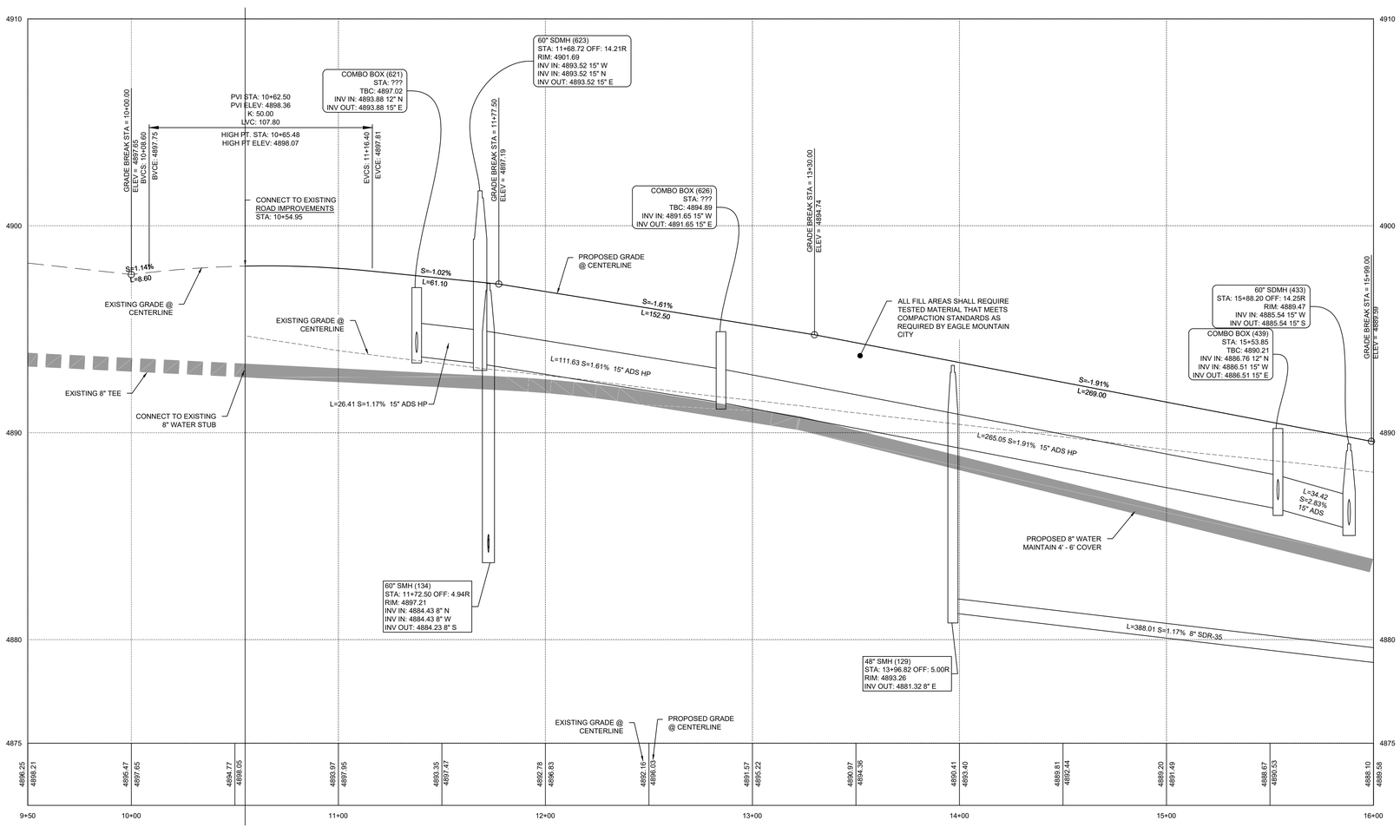
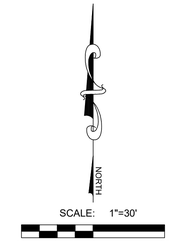


PROFILE VIEW



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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

LEAP FROG PLAN & PROFILE 10+00 - 16+00

REVISIONS
1 -
2 -
3 -
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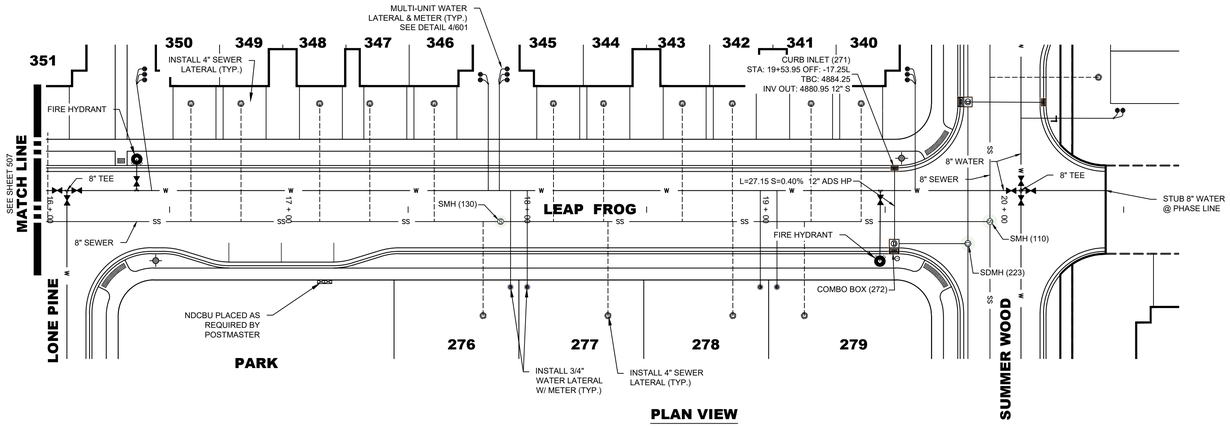
LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=30'
DATE: 10/30/2023

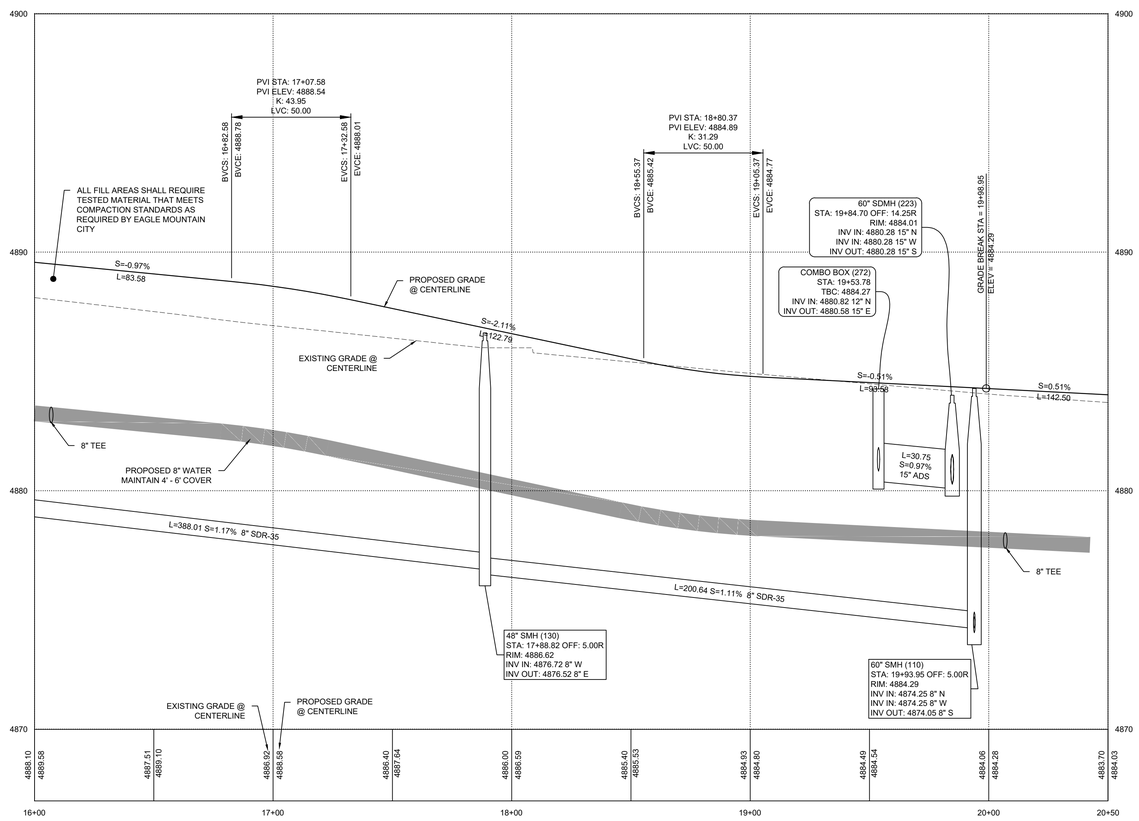
SHEET 507

G:\0 _LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\PHAS\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM

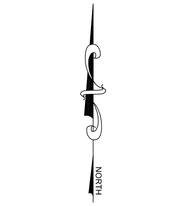


PLAN VIEW

CENTERLINE OMITTED FOR CLARITY



PROFILE VIEW



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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

LEAP FROG PLAN & PROFILE 16+00 - 21+75

REVISIONS

1 -
2 -
3 -
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LEI PROJECT #: 2021-0080

DRAWN BY: TJP

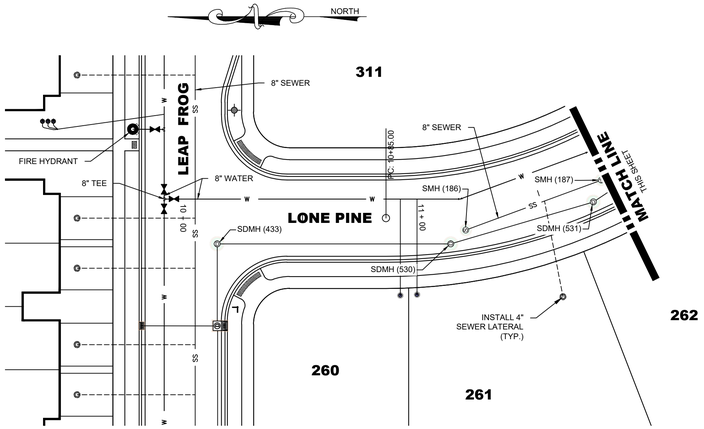
DESIGNED BY: GDM / BCT

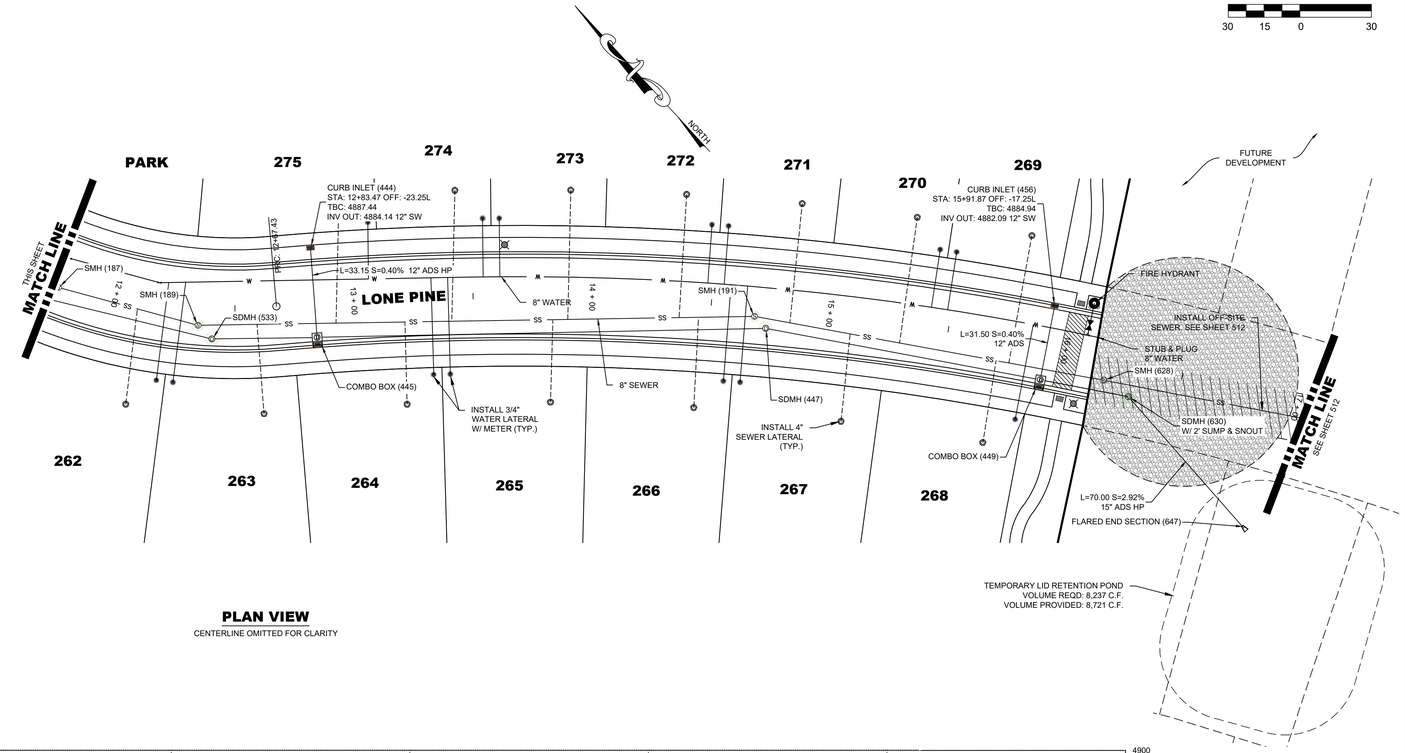
SCALE: 1"=30'

DATE: 10/30/2023

SHEET 508

V:\0 _LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM





PLAN VIEW

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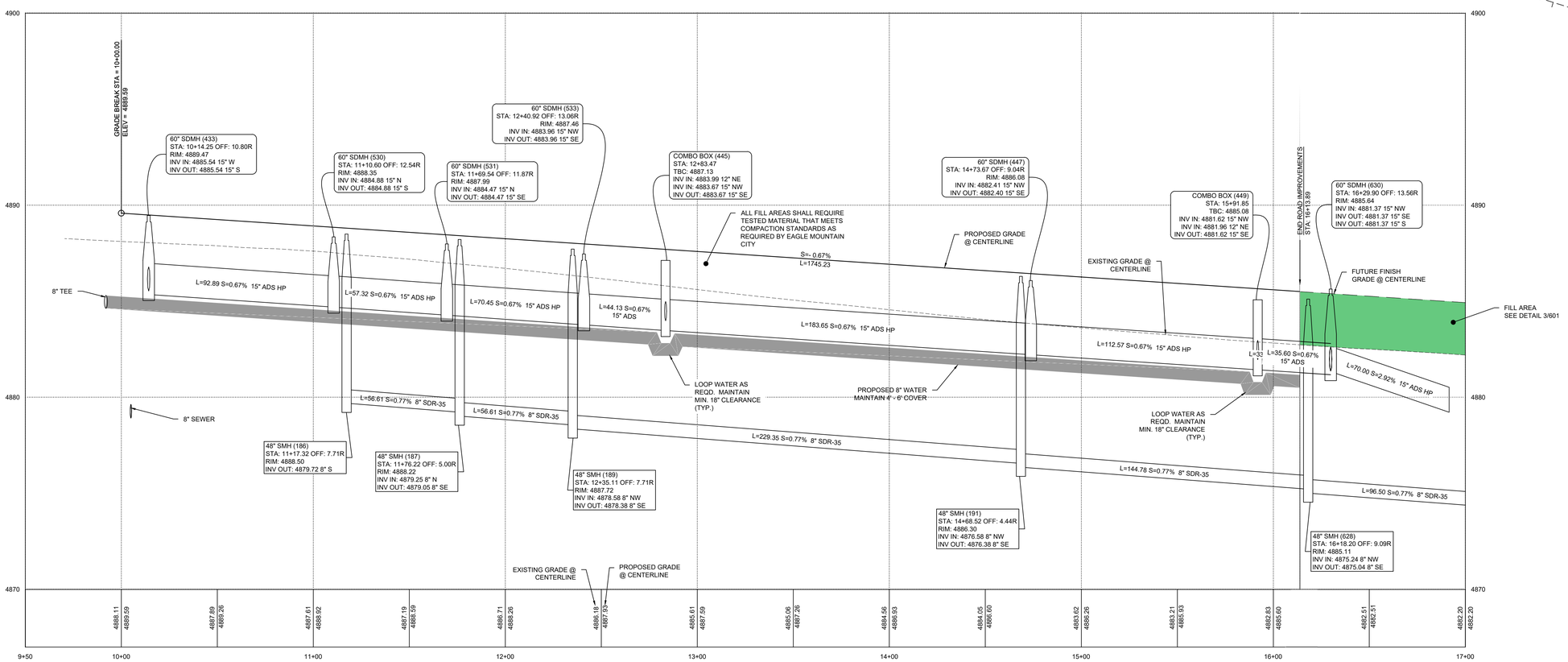

PROFILE VIEW

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EAGLE MOUNTAIN, UTAH

LONE PINE PLAN & PROFILE 10+00 - 18

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: TJP

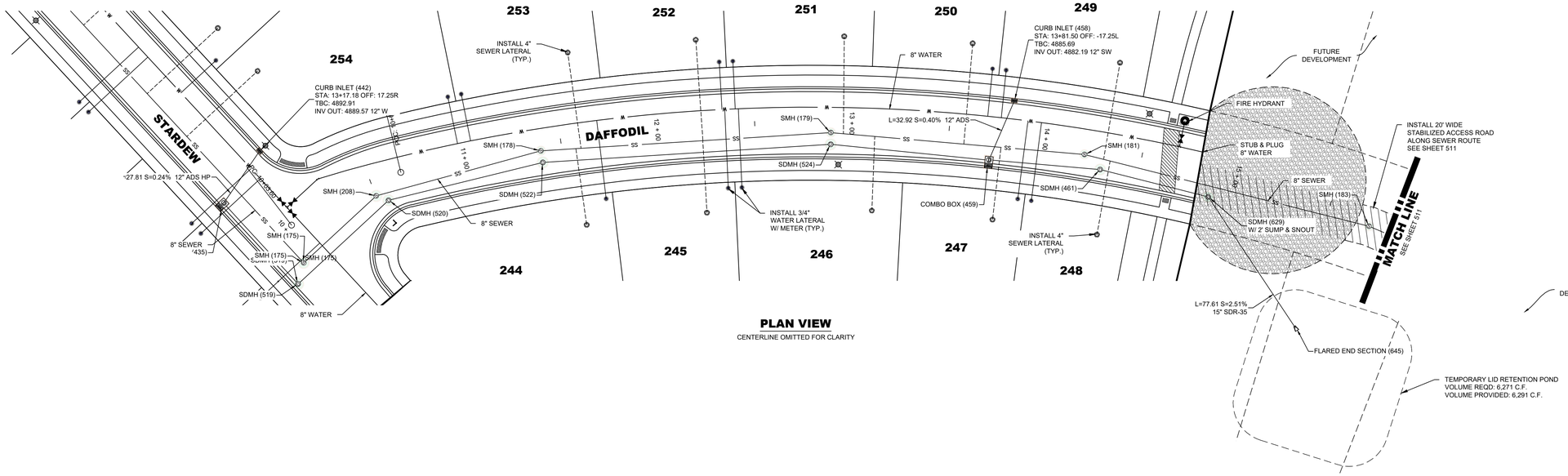
DESIGNED BY: GDM / BCT

SCALE: 1"=30'

DATE: 10/30/2023

SHEET 509

J:\0__LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM



PLAN VIEW

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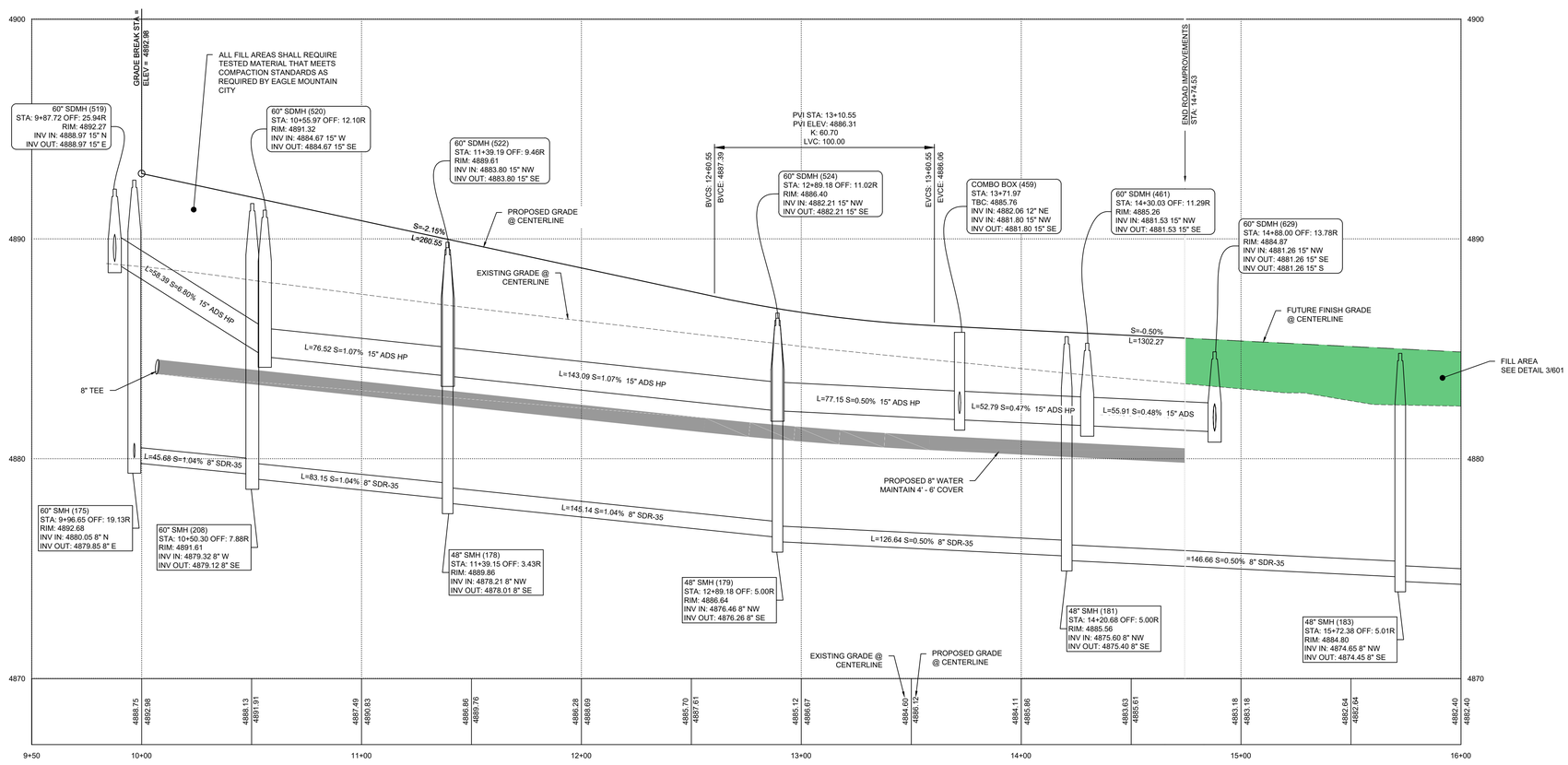

PROFILE VIEW

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

DAFFODIL PLAN & PROFILE 10+00 - 18

REVISIONS
1 -
2 -
3 -
4 -
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LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=30'
DATE: 10/30/2023

SHEET 510

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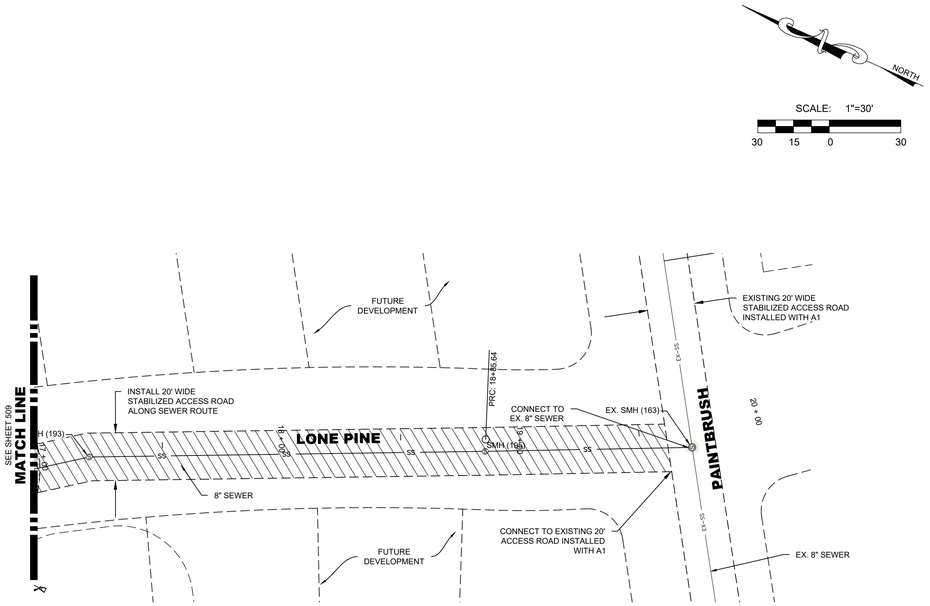

PLAN VIEW

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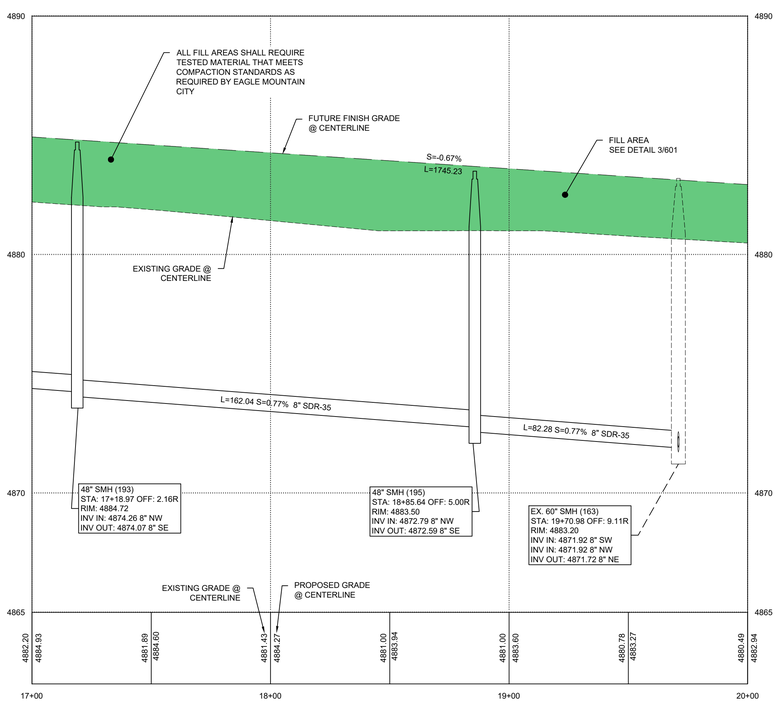
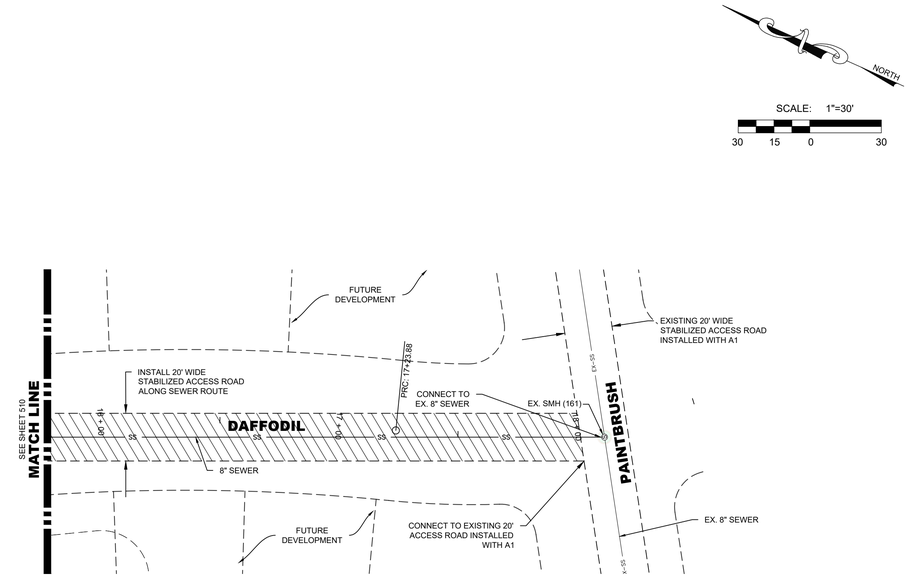
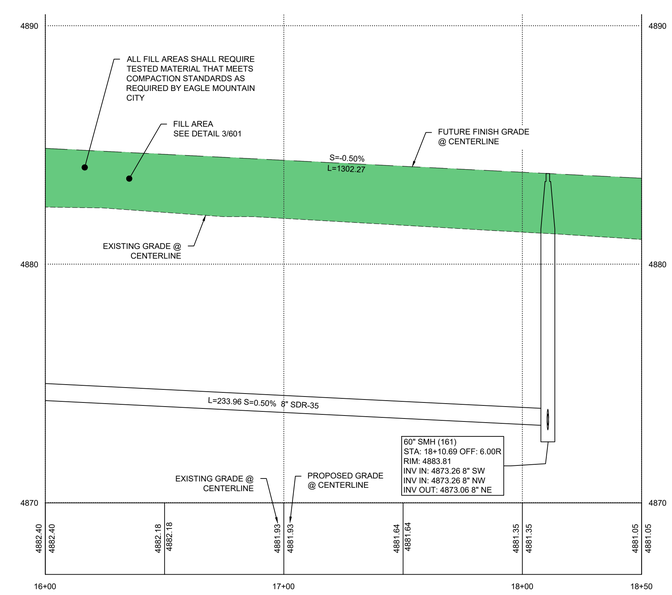


PROFILE VIEW



PLAN VIEW

CENTERLINE OMITTED FOR CLARITY



PROFILE VIEW

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NPA 8 PHASE A PLAT 3

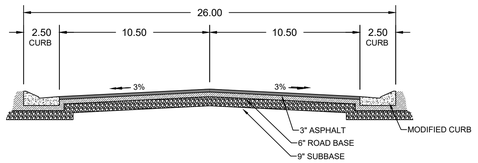
EAGLE MOUNTAIN, UTAH

LONE PINE PLAN & PROFILE 17+00 - 20+00
DAFFODIL PLAN & PROFILE 16+00 - 18+50

REVISIONS
1 -
2 -
3 -
4 -
5 -

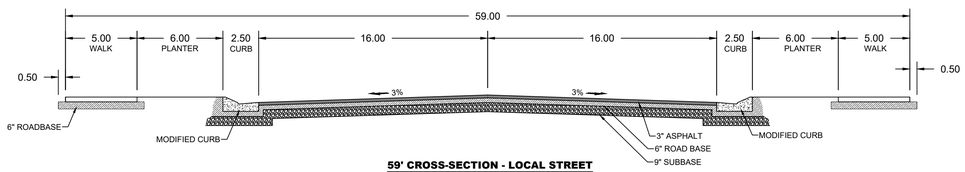
LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=30'
DATE: 10/30/2023
SHEET 511

V:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\PHAS\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 PLAN-PROFILES.DWG 10/30/2023 2:36 PM

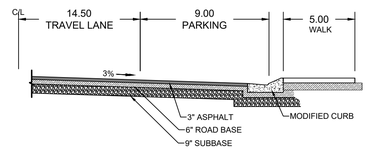


26' CROSS-SECTION - PRIVATE STREET

(FLYAWAY - BANEBERRY)



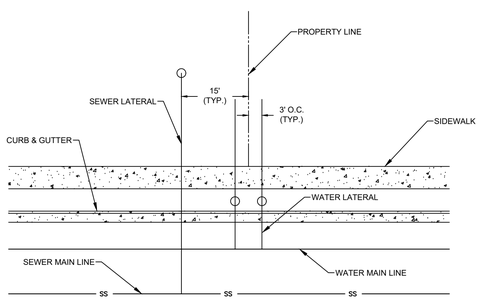
59' CROSS-SECTION - LOCAL STREET



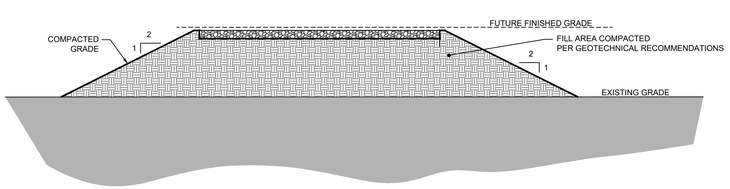
OPTIONAL PARALLEL PARKING (FOR LOCAL STREET)

ONE SIDE ONLY

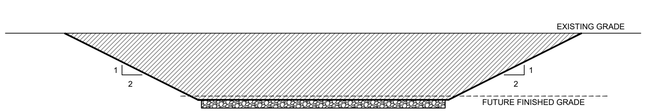
1 ROADWAY CROSS SECTIONS



2 TYPICAL UTILITY SERVICE DETAIL

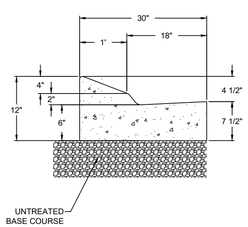


"FILL AREA" DETAIL

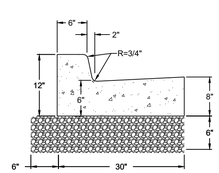


"EXCAVATION AREA" DETAIL

3 FILL AND EXCAVATION DETAILS

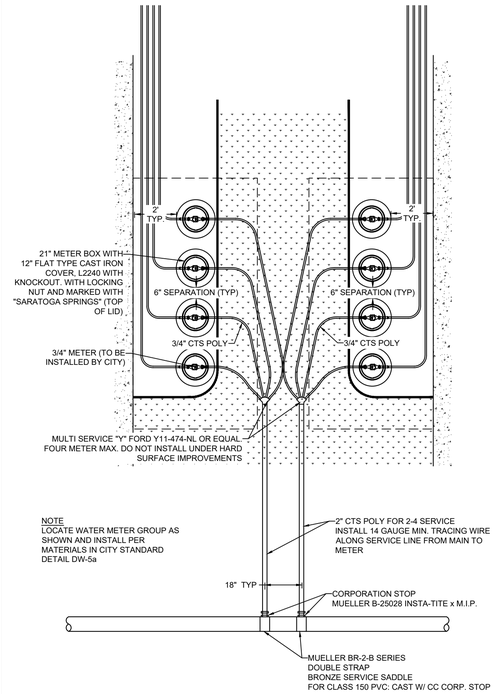


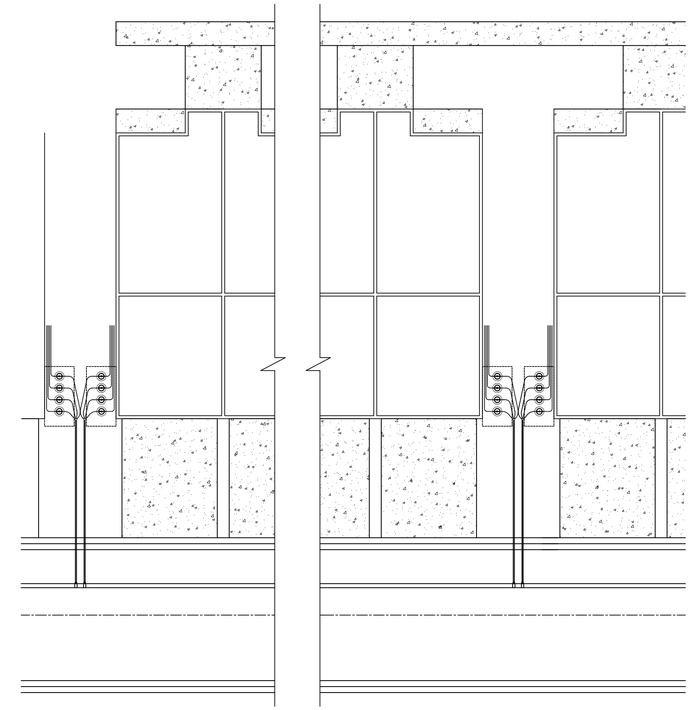
30" MODIFIED



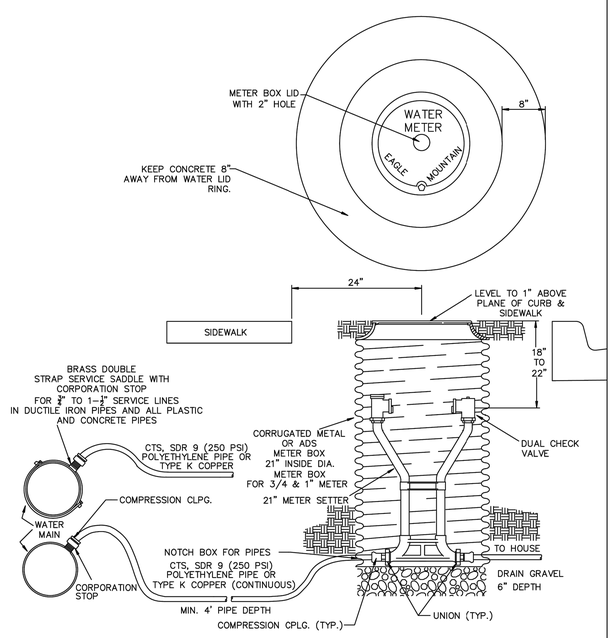
APWA TYPE A

4 CURB & GUTTER DETAILS





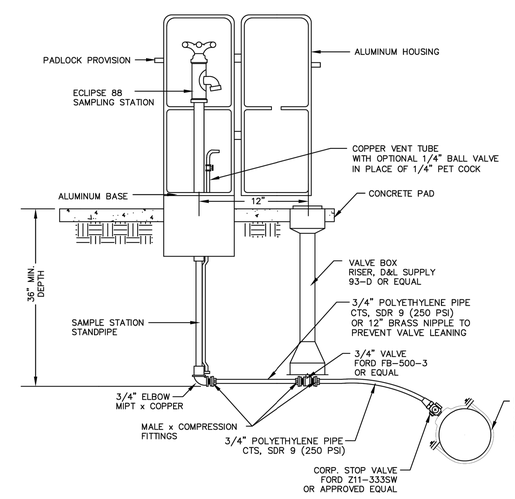
5 CURB TRANSITION DETAIL



WATER SERVICE LINES AND METER BOX

NOTE: 1.5" AND LARGER WATER METER SHALL CONFORM TO STANDRAD FOR LARGE METERS. SEE DRAWING #LCM-1

DRAWN RSB	EAGLE MOUNTAIN CITY	STANDARD DETAILS FOR	WATER LINE, SETTER & CAN	DRAWING NO. WSC-1
REVISED AUG 2017				
DATE NOV 2015				
SCALE N.T.S.				



ONE SAMPLE STATION REQUIRED IN EACH RESIDENTIAL DEVELOPMENT AND A MINIMUM OF ONE SAMPLING STATION PER 100 LOTS.

1. LOCATION: Sample stations to be located on a lot line, in the park strips between curb and sidewalk as shown on plan or as directed. Concrete pad to placed around Sampling station from sidewalk to back of curb 4' wide.
2. INSPECTION: Prior to backfilling around the assembly, secure inspection of installation by ENGINEER.
3. SMALL FITTINGS: Provide brass fittings and nipples if not specified otherwise.
4. A-3 sand required 6" below to the sides & 12" above (min.) of the pipe.

DRAWN RSB	EAGLE MOUNTAIN CITY	STANDARD DETAILS FOR	WATER SAMPLING STATION	DRAWING NO. WSS-1
REVISED AUG 2017				
DATE MAY 2015				
SCALE VARIES				

LEI
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office@lei-eng.com
www.lei-eng.com

NOT FOR CONSTRUCTION

Firefly

NPA 8 PHASE A PLAT 3

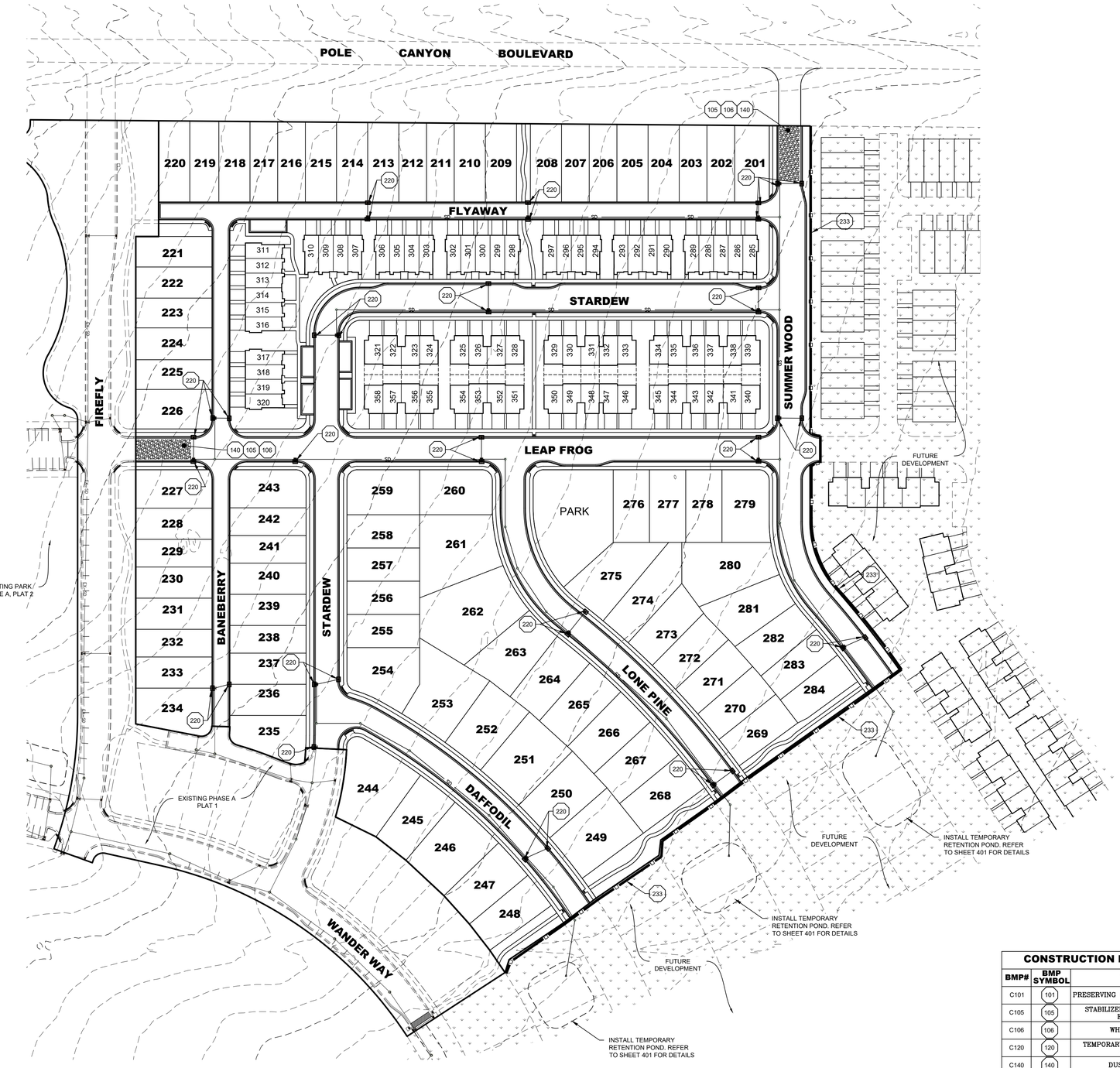
EAGLE MOUNTAIN, UTAH

DETAILS

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: N.T.S.
DATE: 10/30/2023
SHEET 601

V:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 SHEETS.DWG 10/30/2023 2:17 PM



NORTH

SCALE: 1"=50'

50 25 0 50

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NPA 8 PHASE A PLAT 3

EAGLE MOUNTAIN, UTAH

EROSION CONTROL PLAN

NOTES

-CLEARLY MARK, FLAG OR FENCE VEGETATION OR AREAS WHERE VEGETATION SHOULD BE PRESERVED.

-DO NOT LOCATE CONSTRUCTION TRAFFIC ROUTES, SPOIL PILES, ETC. WHERE SIGNIFICANT ADVERSE IMPACT ON EXISTING VEGETATION MAY OCCUR.

-REFER TO SWPPP BINDER FOR BMP DETAILS SHOWN ON THIS PLAN.

LEGEND

- SILT FENCE
- STORMDRAIN CURB INLET
- STORMDRAIN MANHOLE
- STORMDRAIN CATCH BASIN
- STORMDRAIN LINE
- PT — PORTABLE TOILETS
- INLET PROTECTION
- SWPPP BOARD BMP
- CONCRETE WASTE MGMT. AREA
- MATERIAL STORAGE AREA
- STABILIZED CONSTRUCTION ENTRANCE
- PRESERVE EXISTING VEGETATION
- STRAW WATTLES

CONSTRUCTION PHASE STORM WATER POLLUTION PROTECTION PLAN BEST MANAGEMENT PRACTICES (BMP)

BMP#	BMP SYMBOL	TITLE	LOCATION	DURATION
C101	101	PRESERVING NATURAL VEGETATION	PER CONTRACTOR	COMMENCEMENT OF GRADING THROUGH COMPLETION OF SITE IMPROVEMENTS
C105	105	STABILIZED CONSTRUCTION ENTRANCE	AS SHOWN	BEGINNING OF CONSTRUCTION THROUGH COMPLETION OF ASPHALT IMPROVEMENTS
C106	106	WHEEL WASH	AS SHOWN	AS NECESSARY
C120	120	TEMPORARY AND PERMANENT SEEDING	PER CONTRACTOR/OWNER	AFTER GRADING UNTIL COMPLETION OF PROJECT
C140	140	DUST CONTROL	PER CONTRACTOR	BEGINNING OF CONSTRUCTION THROUGH COMPLETION OF ASPHALT IMPROVEMENTS
C151	151	CONCRETE WASTE MANAGEMENT	PER CONTRACTOR/ AS SHOWN	BEGINNING OF CONSTRUCTION THROUGH COMPLETION OF SITE IMPROVEMENTS
C153	153	MATERIAL DELIVERY, STORAGE, & CONTAINMENT	PER CONTRACTOR/ AS SHOWN	BEGINNING OF CONSTRUCTION THROUGH COMPLETION OF SITE IMPROVEMENTS
C190	190	PORTABLE TOILETS	PER CONTRACTOR/ AS SHOWN	BEGINNING OF CONSTRUCTION THROUGH COMPLETION OF SITE IMPROVEMENTS
C220	220	STORM DRAIN INLET PROTECTION	PER CONTRACTOR	COMMENCEMENT OF GRADING THROUGH COMPLETION OF SITE IMPROVEMENTS
C233	233	SILT FENCE	AS SHOWN	COMMENCEMENT OF GRADING THROUGH COMPLETION OF SITE IMPROVEMENTS
C257	257	SWPPP BOARD BMP	AS SHOWN	BEGINNING OF CONSTRUCTION THROUGH COMPLETION OF SITE IMPROVEMENTS

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: 1"=50'
DATE: 10/30/2023
SHEET 701

U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8A-PLAT A3 EROSION CONTROL.DWG 10/30/2023 3:53 PM

1. CONTROLLING SEDIMENT TRANSPORT AND PREVENTING AND/OR CORRECTING PROBLEMS ASSOCIATED WITH EROSION AND RUNOFF PROCESSES THAT COULD OCCUR BOTH DURING AND AFTER PROJECT CONSTRUCTION WILL BE CLOSELY MONITORED. PERIODIC MAINTENANCE AND INSPECTION OF SEDIMENT CONTROL DEVICES WILL BE SCHEDULED. PARTICULAR ATTENTION SHALL BE GIVEN TO EXISTING DRAINAGE PATTERNS THAT RUN THROUGH DISTURBED AREAS AND OVER EXTREME SLOPES. THESE PATTERNS WILL BE IDENTIFIED TO ISOLATE PROBLEM AREAS WHERE WATER WILL CONCENTRATE. PROVISIONS SHALL BE MADE TO CHANNEL RUNOFF AWAY FROM NEW OR EXISTING IMPROVEMENTS TO PREVENT UNDERMINING AND GENERAL SITE EROSION. THESE PROVISIONS SHALL BE STABILIZED AND SHALL REMAIN IN PLACE UNTIL THE PERMANENT STORM DRAINAGE FACILITIES ARE INSTALLED AND FUNCTIONAL.

2. EROSION CONTROL – A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. A NOTICE OF INTENT (NOI) HAS BEEN SUBMITTED TO OBTAIN THE UPDES CONSTRUCTION PERMIT. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. BEFORE CONSTRUCTION BEGINS, THE LIMITS OF DISTURBANCE (LOD) BOUNDARY SHALL BE STAKED ON SITE AND APPROVED BY THE OWNER'S REPRESENTATIVE AND THE ENGINEER.

4. EXCAVATION AND EMBANKMENT OPERATIONS SHALL PROCEED IN SUCH A MANNER SO THAT FINISHING OF SLOPES, INCLUDING REVEGETATION SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER ROUGH GRADING. ALL SLOPES 2:1 OR FLATTER SHALL BE SCARIFIED WITH HEAVY EQUIPMENT, LEAVING TRACKS PERPENDICULAR TO THE SLOPES. SLOPES OVER 1:1 SHALL UTILIZE EROSION CONTROL/REVEGETATION MATTING.

5. CUT AND FILL SLOPES SHALL BE CONDUCTED PER THE GEOTECHNICAL REPORT. THE TOPS OF ALL CUT SLOPES IN SOIL SHALL BE ROUNDED FOR A HORIZONTAL DISTANCE OF THREE (3) FEET BEYOND THE CATCH POINT. SLOPE ROUNDING SHALL OCCUR AS THE SLOPE IS BEING BROUGHT DOWN. THE OVERALL SHAPE, HEIGHT AND GRADE OF ANY CUT AND/OR FILL SLOPE SHALL BE DEVELOPED IN CONCERT WITH EXISTING NATURAL CONTOURS, SCALE AND VEGETATION OF NATURAL TERRAIN.

6. EXISTING VEGETATION SHOULD BE PRESERVED WHEREVER POSSIBLE AND DISTURBED PORTIONS OF THE SITE SHALL BE STABILIZED. STABILIZATION PRACTICES MAY INCLUDE, BUT NOT LIMITED TO, TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, VEGETATION BUFFER STRIPS, PROTECTION OF TREES, PRESERVATION OF NATURAL VEGETATION AND OTHER APPROPRIATE MEASURES. USE OF IMPERVIOUS SURFACES FOR STABILIZATION SHALL BE AVOIDED. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED.

7. SPECIFICALLY OUTLINED DISTURBED AREAS, BOTH ON AND OFF-SITE SHALL BE REVEGETATED. THESE AREAS SHALL BE INCLUDE, BUT NOT BE LIMITED TO, ALL UNSURFACED AREAS WITHIN THE STAKED LOD, STAGING AND STORAGE AREAS, MATERIAL WASTE AREAS, UNDERGROUND UTILITY CONSTRUCTION AREAS, BENCHED AREAS, INCLUDING RETAINING WALL BENCHES, AND TEMPORARY OR EXISTING ACCESS ROADS USED FOR CONSTRUCTION ACTIVITIES.

8. CONTROLLED OUTLETS SHALL DIRECT COLLECTED RUNOFF THROUGH SILT FENCES OR STRAW BALES.

9. TYPICAL FUGITIVE DUST SHALL BE CONTROLLED BY WATERING AND/OR CHEMICAL STABILIZATION, PROVIDING VEGETATIVE OR SYNTHETIC COVER AND WIND BREAKS CONSISTENT WITH UTAH STATE DIVISION OF AIR QUALITY STANDARDS.

10. ANY SEDIMENT TRACKED OFF-SITE SHALL BE REMOVED PRIOR TO THE END OF THE WORK SHIFT OR PRIOR TO SUNSET, WHICHEVER COMES FIRST.

11. CONTRACTOR MAY ADJUST THE LOCATIONS OF THE CONSTRUCTION FENCE, CONSTRUCTION TRAILERS, AND CONSTRUCTION MATERIALS RECEIVING AND STORAGE AREAS, AS NEEDED TO ACCOMPLISH THE CONSTRUCTION. ALL CHANGES SHALL BE NOTATED ON THE EROSION CONTROL PLAN.

12. THE CONTRACTOR SHALL CONDUCT PERIODIC INSPECTIONS OF THE EROSION CONTROL MEASURES, AS REQUIRED AND NOTATED IN THE SWPPP. THE CONTRACTOR WILL MAINTAIN A LOG ON-SITE OF ALL INSPECTIONS WITH THE SWPPP.

13. ANY TREE 12" IN DIAMETER OR LARGER WILL NOT BE REMOVED UNTIL LOCATED BY SURVEY AND THE REMOVAL APPROVED BY THE OWNER OR EQUAL.

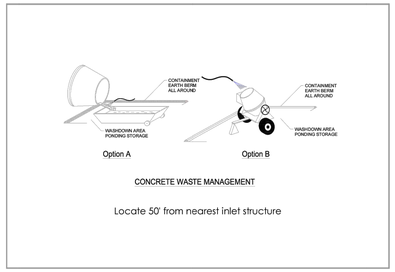
14. ALL DITCHES AND SWALES GREATER THAN 5% SHALL BE ARMORED WITH AN APPROPRIATE EROSION CONTROL/REVEGETATION STABILIZATION MAT TO PROMOTE REVEGETATION.

15. CONTRACTOR MAY ADJUST THE LOCATION OF CONCRETE WASHOUT AREAS AS NEEDED TO ACCOMPLISH THE CONSTRUCTION.

16. INLET PROTECTION REQUIRED ON ALL INLETS WITHIN 500' DOWNSTREAM OF SITE.

BMP: Concrete Waste Management

CWM
Construction



DESCRIPTION:

Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATION:

This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

- Store dry materials under cover, away from drainage areas.
- Minimize excess mixing of fresh concrete, mortar or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (6" tall by 6" wide).
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:

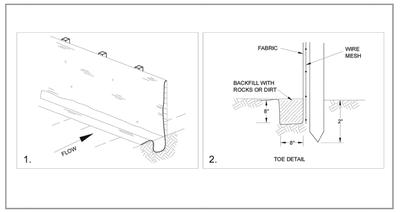
- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:

- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

BMP: Silt Fence

SF
Construction



DESCRIPTION:

A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.

Application:

- Perimeter control: place barrier at down-gradient limits of disturbance
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier at top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately up-gradient of posts.
- Secure wire mesh (14 gage min. with 6-inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

LIMITATIONS:

- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum up-gradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:

- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged areas of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches ½ the height of the fence.

FlexStorm Lite™
Inlet Filters

FlexStorm Lite inlet filters are a temporary, rigid frame alternative to fabric-only inlet protection. FlexStorm Lite filters are custom made for each specified inlet and allows job sites to remain SWPPP compliant during construction.

Applications

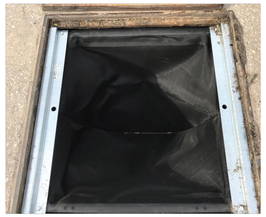
- Residential developments
- Commercial developments
- Roadway construction

Features

- High-flow filter bags with 82% filtration efficiency
- Low-profile framing fits into offset castings and avoids concrete interference
- Rigid frame supports itself on the grate ledge, even when grate is removed and bag is full
- Bypass feature built into the bag, prevents flooding during a major storm event or when bag is filled
- Reusable

Benefits

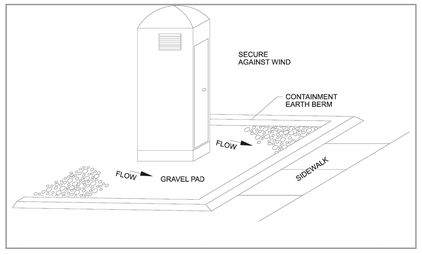
- Reduces job site flooding
- Prevents hazardous road conditions by eliminating ponding at curb inlets
- Prevents siltation and pollution of rivers, lakes & ponds
- Installed and maintained by one worker, without additional equipment
- Filter installed below grade to prevent traffic interference



ADS

BMP: Portable Toilets

PT
Construction



DESCRIPTION:

Temporary on-site sanitary facilities for construction personnel.

APPLICATION:

All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:

- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (6" tall by 6" wide), control for spill/protection leak.

LIMITATIONS:

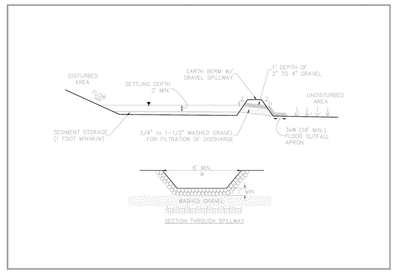
- No limitations.

MAINTENANCE:

- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

BMP: Sediment Trap

ST
Construction



DESCRIPTION:

A sediment trap is a small excavated or bermed area where runoff from small drainage areas is detained and sediment can settle.

APPLICATION:

- Temporary control for runoff from disturbed areas of less than 3 acres.
- Temporary control for discharge from diversion dike, surface benching, or other temporary drainage measures.

INSTALLATION/APPLICATION CRITERIA:

- Design basin for site specific location.
- Excavate basin or construct compacted berm containment.
- Construct outfall spillway with apron.
- Provide downstream silt fence if necessary.

LIMITATIONS:

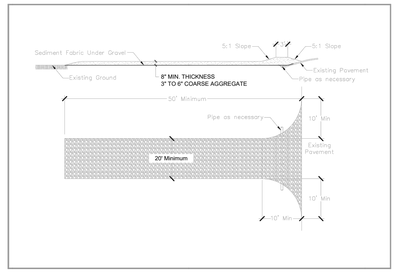
- Should be sized based on anticipated runoff, sediment loading and drainage area size.
- May require silt fence at outlet for entrapment of very fine silts and clays.

MAINTENANCE:

- Inspect after each rainfall event and at a minimum of monthly.
- Repair any damage to berm, spillway or sidewalls.
- Remove accumulated sediment as it reaches 2/3 height of available storage.
- Check outlet for sedimentation/erosion of downgradient area and remediate as necessary. Install silt fence if sedimentation apparent.

BMP: Stabilized Construction Entrance

SCE
Construction



DESCRIPTION:

A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface.

APPLICATION:

At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:

- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months.
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.

LIMITATIONS:

- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.

MAINTENANCE:

- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

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firefly

NPA 8 PHASE A PLAT 3
EAGLE MOUNTAIN, UTAH

EROSION CONTROL PLAN DETAILS

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM / BCT
SCALE: N.T.S.
DATE: 10/30/2023

SHEET
702

U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A3\21-0080 NPA8-PLAT A3 EROSION CONTROL.DWG 10/18/2023 2:53 PM

Eagle Mountain City
Commercial & Multi-Family Design Standards Checklist

Theme	Standard	Yes	No
The following standards are contained in Chapter 17.72 of the City Code and are applicable to all multi-family and commercial (office/retail) development in the City.			
Site Design The arrangement of the different elements of a project on the site is vital to creating an environment that is focused on the street and the pedestrian, rather than the vehicle and parking areas.			
	Building Location Buildings are located at or near the minimum front setback line, with pedestrian access leading to the primary entrance and landscaping between the building and the street.	✓	
	Commercial Building Orientation The primary entrance is oriented to the street and sidewalk, or the street-facing façade contains windows, awnings, and other pedestrian-oriented features.		
	Multi-Family Building Orientation All street-facing facades contain entrances, windows, and/or other pedestrian-oriented features. Blank walls and/or rear facades are not placed adjacent to streets.	✓	
	Commercial Parking Location Parking is located to the rear or side of buildings. Parking is not located between the building and the street.		
	Multi-Family Parking/Garages Garages and parking areas are in the rear of buildings accessed by a service drive, or staggered and set back to minimize appearance from street. Garages do not dominate the façade.	✓	
	Open/Plaza Space Buildings are clustered and open space is combined in larger, more useable areas. Open space is designed creatively.	✓	
Architectural Standards The following architectural standards assist in preventing the construction of bland, out of scale buildings that are oriented to vehicular traffic and discourage pedestrian activity.			
	Architectural Style/Theme All façades are designed with consistent architectural style, detail, and trim features as the primary façade. Buildings are similar in style to significant adjacent buildings.	✓	
	Main Entrance The main entrance is oriented to major sidewalks, pedestrian ways, plazas, courtyards or other public spaces.	✓	
	The main entrance is clearly identifiable, contains a sheltering element such as a porch, stoop, awning, arcade, or portico.	✓	
	Roof Design Commercial buildings contain sloping roofs with overhanging eaves or a decorative parapet, and multiple roof planes and heights. Multi-family buildings contain sloping roofs, overhanging eaves, and multiple roof planes and heights.	✓	
	Building Articulation Buildings include façade modulation (stepping), horizontal and vertical divisions (textures or materials), window patterns, offsets, recesses, projections, and other techniques to reduce their perceived scale.	✓	

Architectural Detailing Pedestrian-scaled / human-proportioned architectural features/details shall be incorporated into commercial and multi-family buildings to orient the building to human activity and increase the overall visual appeal of the structure.			
	Commercial buildings incorporate a majority of the following architectural details on all sides: reveals, canopies, awnings, popouts, columns, decorative trim and moldings, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers, trellis structures.		
	Multi-family buildings incorporate a majority of the following architectural details on all sides: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, decorative doors and windows.	✓	
Building Materials & Colors Buildings should incorporate materials and colors used throughout the City and be similar in character and architectural theme as significant neighboring structures.			
	Multi-family buildings utilize at least two exterior materials (at least 30% per material) on all sides, including stucco, vinyl or hardiboard siding, decorative rock/stone, brick, or other material deemed appropriate by the Planning Director.		
	Commercial buildings utilize a mixture of building materials on all sides, including brick, rock, fiber/cement siding, wood, glass, stucco, and colored architectural CMU. Stucco is not used as the principal building material. Metal, plain CMU, or other appropriate materials are used as accents only.		
	Building Color Building's color palette is similar to that of significant neighboring structures. Franchise colors and elements do not overpower the architectural form/theme of the building and/or development.	✓	
Other Architectural Considerations These are additional architectural elements of a project or building that, if not applicable at the site plan review stage, must be completed prior to receiving certificates of occupancy.			
	Multi-Family Garage Doors Garage doors are not the most prominent or visible feature on a building, and are set back from the front façade or accessed from the side or rear. Decorative doors are encouraged if visible from the street.	✓	
	Lighting All lighting is designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. The light bulb or source of building lighting is not visible from beyond the property. Lighting is adequate for safety on the property.	✓	
	Mailbox Structures Cluster mailboxes emulate the buildings in materials and color rather than installed simply as a metal structure.	✓	
	Mechanical Equipment All mechanical equipment is screened so as not to be visible from any streets. Screens are aesthetically incorporated into the design of the building and conform to the color and materials of the primary building.	✓	
	Storage, Loading Areas, and Trash Enclosures Storage and loading areas and trash enclosures are located out of view from public streets and screened and designed with the architectural style of the building, including materials, colors, details, etc.	✓	

CANDLELIGHT HOMES - FIREFLY

EAGLE MOUNTAIN, UTAH

26 OCT. 2023

Think
Architecture

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CANDLELIGHT HOMES - FIREFLY

EAGLE MOUNTAIN, UTAH

4-PLEX-01 REAR LOAD
EXTERIOR VIEW

D101

26 OCT. 2023

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CANDLELIGHT HOMES - FIREFLY

EAGLE MOUNTAIN, UTAH

5-PLEX-01 REAR LOAD
EXTERIOR VIEW

D103

26 OCT. 2023

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CANDLELIGHT HOMES - FIREFLY

EAGLE MOUNTAIN, UTAH

4-PLEX-01 FRONT LOAD
EXTERIOR VIEW

D104

26 OCT. 2023

RENDERING SHOWN WITH FOUNDATION STEPS BETWEEN UNITS REFLECTING GRADE CHANGE ACCROSS THE BULIDING WHEN NEEDED. FOR SOME BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE FLAT SIMILAR TO THE 4-PLEX SHOWN ON D104

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CANDLELIGHT HOMES - FIREFLY

EAGLE MOUNTAIN, UTAH

6-PLEX-01 FRONT LOAD
EXTERIOR VIEW

D105

26 OCT. 2023

PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	47%
FIBER CEMENT LAP SIDING	=	27%
WINDOWS AND DOORS	=	26%

FRONT ELEVATION

3/16" = 1'-0"

1 / D201

PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	83%
WINDOWS AND DOORS	=	04%

LEFT ELEVATION

3/16" = 1'-0"

2 / D201

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES

REAR LOAD 4P-01

REAR LOAD 4P-01
EXTERIOR ELEVATIONS

D201

25 OCT 2023

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	19%
FIBER CEMENT LAP SIDING	=	35%
WINDOWS AND DOORS	=	46%

REAR ELEVATION

3/16" = 1'-0"

1 / D202

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	83%
WINDOWS AND DOORS	=	04%

RIGHT ELEVATION

3/16" = 1'-0"

2 / D202

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES

REAR LOAD 4P-01

REAR LOAD 4P-01
EXTERIOR ELEVATIONS

D202

25 OCT 2023

PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	49%
FIBER CEMENT LAP SIDING	=	25%
WINDOWS AND DOORS	=	26%

SD FRONT ELEVATION

3/16" = 1'-0"

1 D203

PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	82%
WINDOWS AND DOORS	=	05%

SD LEFT ELEVATION

3/16" = 1'-0"

2 D203

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES REAR LOAD 5P-01

REAR LOAD 5P-01
EXTERIOR ELEVATIONS

D203

25 OCT 2023

PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	18%
FIBER CEMENT LAP SIDING	=	35%
WINDOWS AND DOORS	=	47%

SD REAR ELEVATION

3/16" = 1'-0"

3
D204

PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	82%
WINDOWS AND DOORS	=	05%

SD RIGHT ELEVATION

3/16" = 1'-0"

1
D204

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES REAR LOAD 5P-01

REAR LOAD 5P-01
EXTERIOR ELEVATIONS

D204

25 OCT 2023

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	49%
FIBER CEMENT LAP SIDING	=	25%
WINDOWS AND DOORS	=	26%

FRONT ELEVATION

3/16" = 1'-0"

1 D205

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	82%
WINDOWS AND DOORS	=	05%

LEFT ELEVATION

3/16" = 1'-0"

2 D205

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES REAR LOAD 6P-01

REAR LOAD 6P-01
EXTERIOR ELEVATIONS

D205

25 OCT 2023

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	18%
FIBER CEMENT LAP SIDING	=	35%
WINDOWS AND DOORS	=	47%

REAR ELEVATION

3/16" = 1'-0"

1
D206

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	82%
WINDOWS AND DOORS	=	05%

RIGHT ELEVATION

3/16" = 1'-0"

2
D206

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES REAR LOAD 6P-01

REAR LOAD 6P-01
EXTERIOR ELEVATIONS

D206

25 OCT 2023

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	32%
FIBER CEMENT LAP SIDING	=	31%
WINDOWS AND DOORS	=	37%

FRONT ELEVATION

3/16" = 1'-0"

1 D207

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	20%
FIBER CEMENT LAP SIDING	=	76%
WINDOWS AND DOORS	=	04%

LEFT ELEVATION

3/16" = 1'-0"

2 D207

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES FRONT LOAD 4P-01

FRONT LOAD 4P-01
EXTERIOR ELEVATIONS

D207

26 OCT 2023

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	26%
FIBRE CEMENT LAP SIDING	=	51%
WINDOWS AND DOORS	=	23%

REAR ELEVATION

3/16" = 1'-0"

4
D208

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	20%
FIBER CEMENT LAP SIDING	=	76%
WINDOWS AND DOORS	=	04%

RIGHT ELEVATION

3/16" = 1'-0"

1
D208

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES FRONT LOAD 4P-01

FRONT LOAD 4P-01
EXTERIOR ELEVATIONS

D208

26 OCT 2023

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	31%
FIBER CEMENT LAP SIDING	=	31%
WINDOWS AND DOORS	=	38%

FRONT ELEVATION

3/16" = 1'-0"

1

D209

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	20%
FIBER CEMENT LAP SIDING	=	76%
WINDOWS AND DOORS	=	04%

LEFT ELEVATION

3/16" = 1'-0"

2

D209

ELEVATIONS SHOWN WITH FOUNDATION STEPS BETWEEN UNITS REFLECTING GRADE CHANGE ACCROSS THE BULIDING WHEN NEEDED. FOR SOME BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE FLAT SIMILAR TO THE 4-PLEX SHOWN ON D207

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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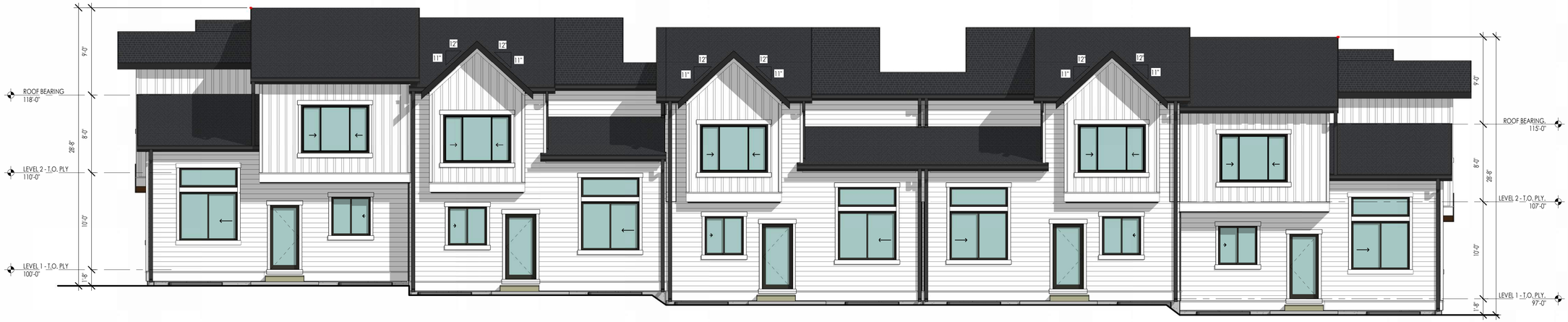
CANDLELIGHT HOMES FRONT LOAD 5P-01

FRONT LOAD 5P-01
EXTERIOR ELEVATIONS

D209

26 OCT 2023

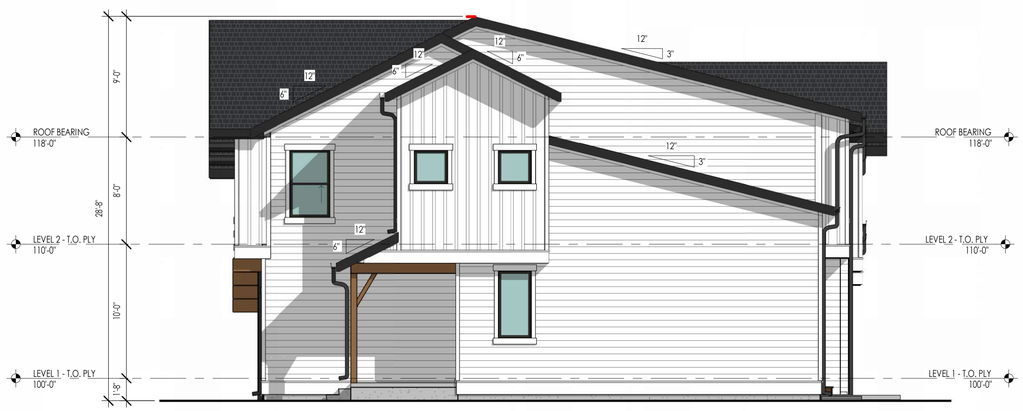


PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	24%
FIBER CEMENT LAP SIDING	=	52%
WINDOWS AND DOORS	=	24%

REAR ELEVATION

3/16" = 1'-0"

1
D210



PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	20%
FIBER CEMENT LAP SIDING	=	76%
WINDOWS AND DOORS	=	04%

RIGHT ELEVATION

3/16" = 1'-0"

2
D210

ELEVATIONS SHOWN WITH FOUNDATION STEPS BETWEEN UNITS REFLECTING GRADE CHANGE ACCROSS THE BULIDING WHEN NEEDED. FOR SOME BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE FLAT SIMILAR TO THE 4-PLEX SHOWN ON D207

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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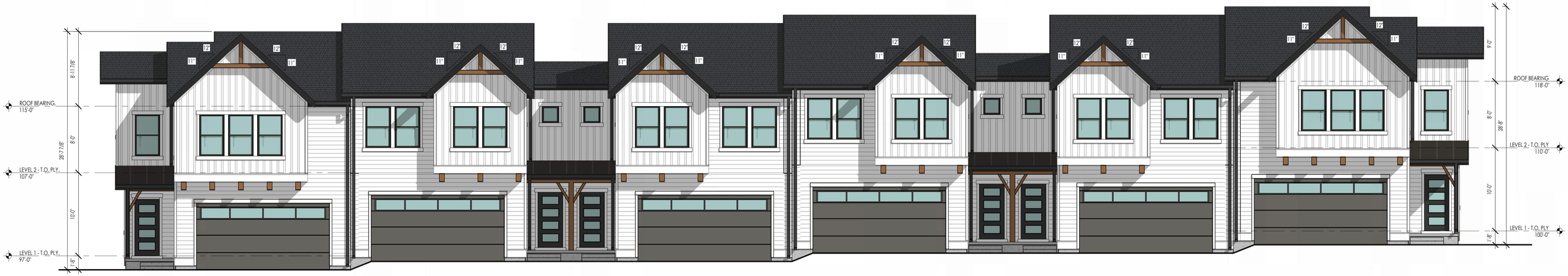
CANDLELIGHT HOMES FRONT LOAD 5P-01

FRONT LOAD 5P-01
EXTERIOR ELEVATIONS

D210

26 OCT 2023



PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	31%
FIBER CEMENT LAP SIDING	=	31%
WINDOWS AND DOORS	=	38%

FRONT ELEVATION

3/16" = 1'-0"

1 D211

PERCENTAGES OF MATERIALS		
FIBRE CEMENT BOARD AND BATT SIDING	=	20%
FIBER CEMENT LAP SIDING	=	76%
WINDOWS AND DOORS	=	04%

LEFT ELEVATION

3/16" = 1'-0"

2 D211

ELEVATIONS SHOWN WITH FOUNDATION STEPS BETWEEN UNITS REFLECTING GRADE CHANGE ACCROSS THE BULIDING WHEN NEEDED. FOR SOME BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE FLAT SIMILAR TO THE 4-PLEX SHOWN ON D207

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES FRONT LOAD 6P-01

FRONT LOAD 6P-01
EXTERIOR ELEVATIONS

D211

26 OCT 2023

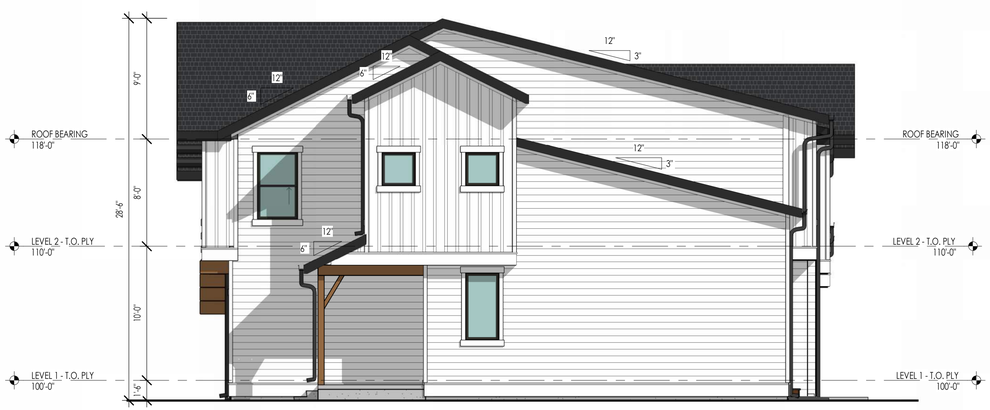
PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	23%
FIBER CEMENT LAP SIDING	=	53%
WINDOWS AND DOORS	=	24%

REAR ELEVATION

3/16" = 1'-0"

1 / D212



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	20%
FIBER CEMENT LAP SIDING	=	76%
WINDOWS AND DOORS	=	04%

RIGHT ELEVATION

3/16" = 1'-0"

2 / D212

ELEVATIONS SHOWN WITH FOUNDATION STEPS BETWEEN UNITS REFLECTING GRADE CHANGE ACCROSS THE BULIDING WHEN NEEDED. FOR SOME BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE FLAT SIMILAR TO THE 4-PLEX SHOWN ON D207

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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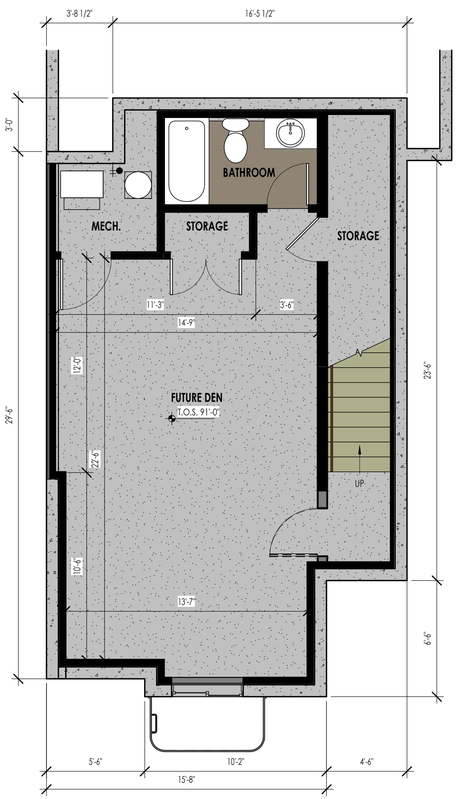
CANDLELIGHT HOMES FRONT LOAD 6P-01

FRONT LOAD 6P-01
EXTERIOR ELEVATIONS

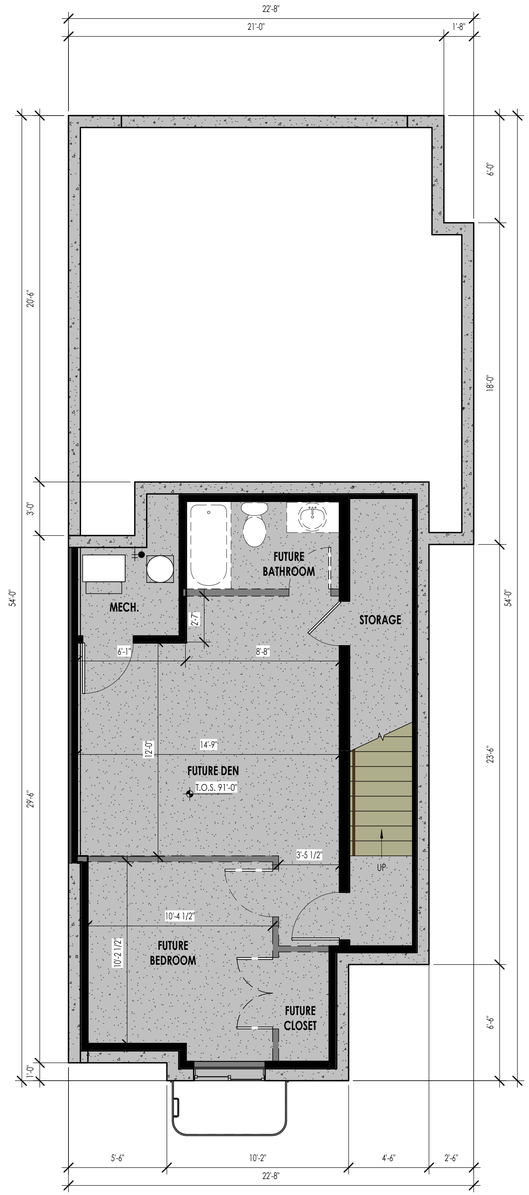
D212

26 OCT 2023

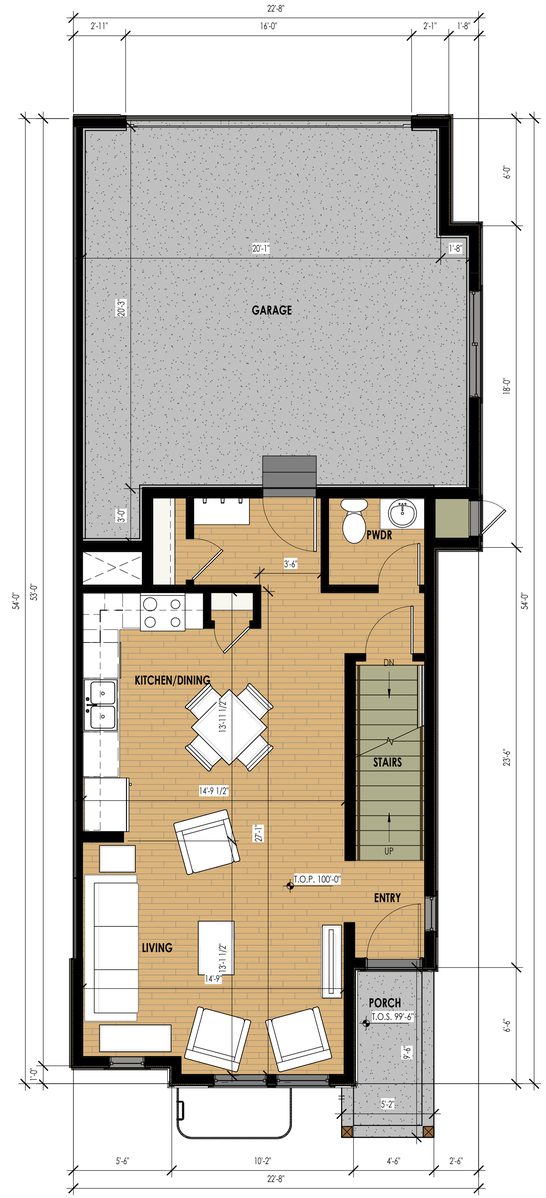
UNIT A1 - AREAS		
LEVEL	NAME	AREA
LEVEL-1	MAIN LEVEL	621 SF
LEVEL-2	UPPER LEVEL	987 SF
		1608 SF
LEVEL-0	BASEMENT LEVEL	563 SF
LEVEL-1	GARAGE	475 SF
		1038 SF
Grand total		2646 SF



LEVEL 0 - PRESENTATION Open Plan 1
1/4" = 1'-0" D401



LEVEL 0 - PRESENTATION 2
1/4" = 1'-0" D401



LEVEL 1 - PRESENTATION 3
1/4" = 1'-0" D401

LEVEL 2 - PRESENTATION 4
1/4" = 1'-0" D401

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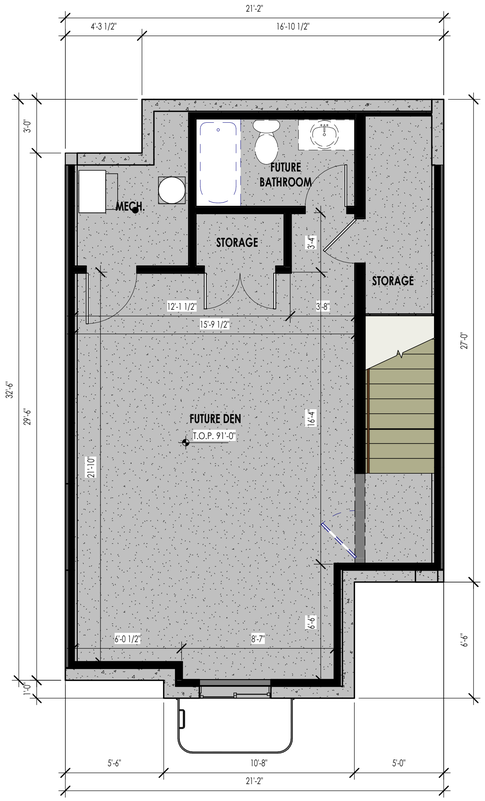
REAR LOAD - UNIT A1 BASEMENT - ARROWHEAD

UNIT A1 BSMT
MARKETING PLANS

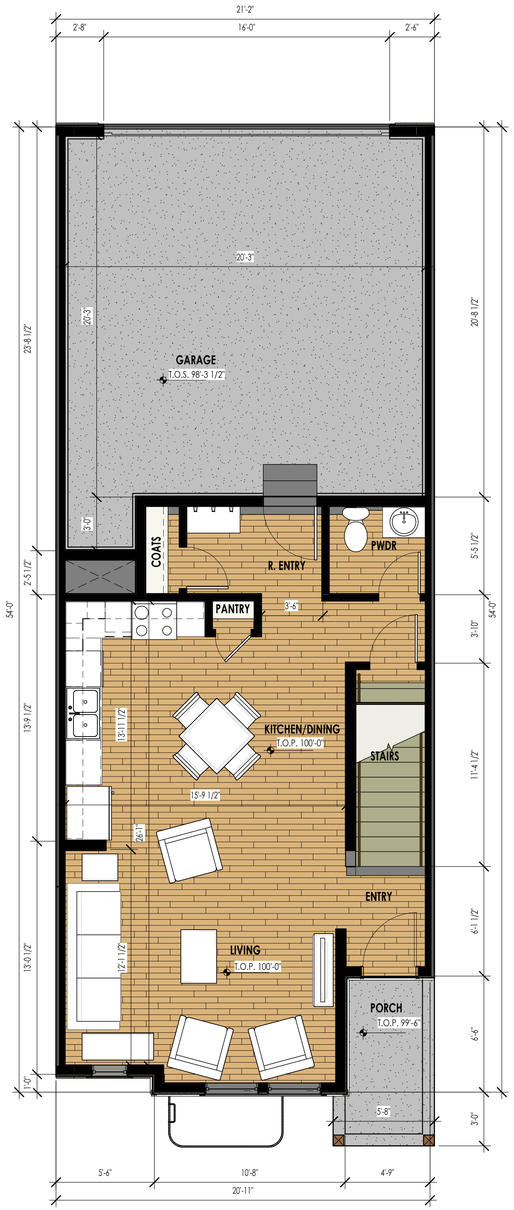
D401

27 OCT 2023

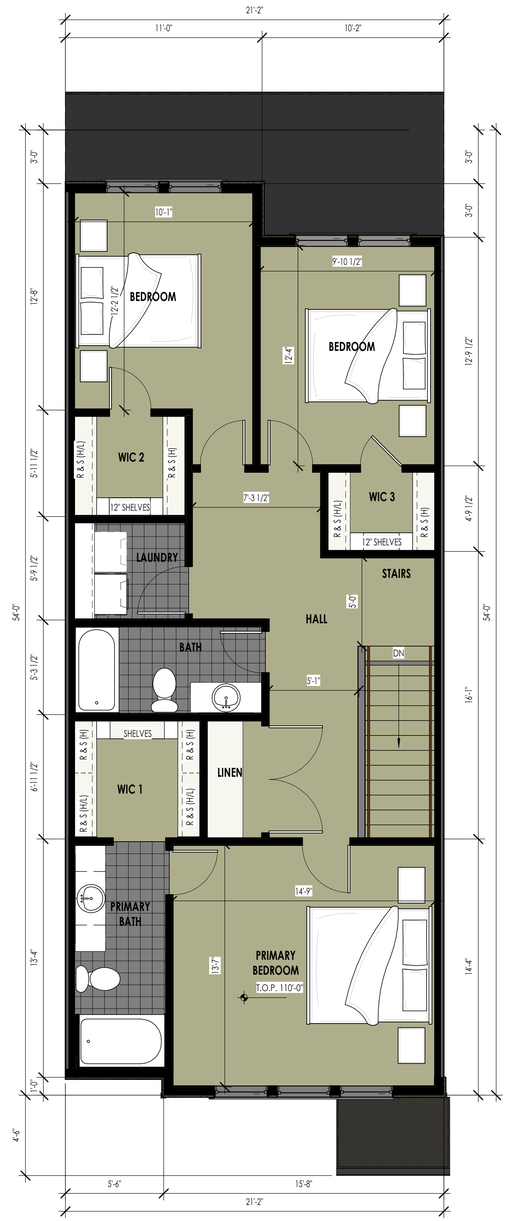
UNIT A2 - AREAS	
NAME	AREA
MAIN LEVEL	644 SF
UPPER LEVEL	981 SF
	1625 SF
BASEMENT LEVEL	610 SF
GARAGE	444 SF
	1055 SF
Grand total	2680 SF



LEVEL 0 - PRESENTATION (1 / D402)
1/4" = 1'-0"



LEVEL 1 - PRESENTATION (2 / D402)
1/4" = 1'-0"



LEVEL 2 - PRESENTATION (3 / D402)
1/4" = 1'-0"

NOTE: FOR OPEN PLAN BASEMENT OPTION SEE SHEET D401

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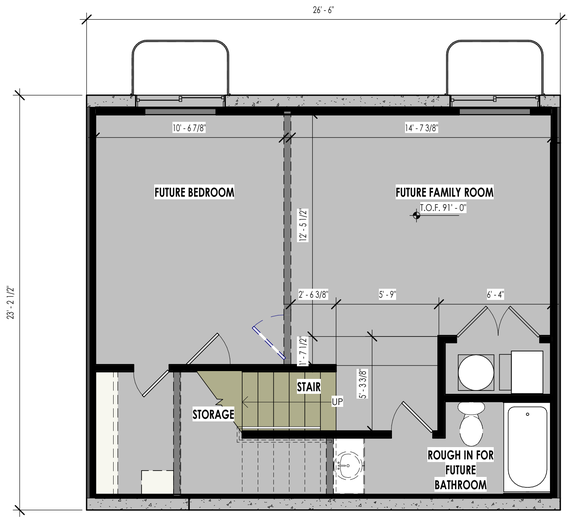
REAR LOAD - UNIT A2 BASEMENT - ARROWHEAD

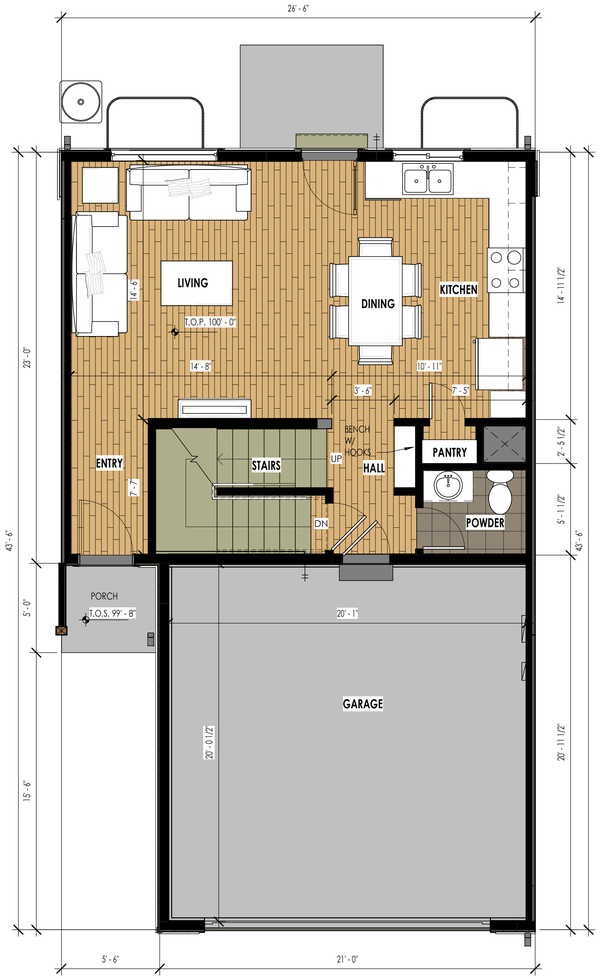
UNIT A2 BASEMENT MARKETING PLANS

D402

27 OCT 2023



LEVEL 0 - MARKETING FLOOR PLAN
1/4" = 1'-0"
1 D403



LEVEL 1 - MARKETING FLOOR PLAN
1/4" = 1'-0"
2 D403

LEVEL 2 - MARKETING FLOOR PLAN
1/4" = 1'-0"
3 D403

UNIT Y AREAS	
NAME	AREA
LEVEL 1 FINISHED	603 SF
LEVEL 2 FINISHED	763 SF
	1366 SF
LEVEL 0 UNFINISHED	568 SF
GARAGE	427 SF
	996 SF
Grand total	2361 SF

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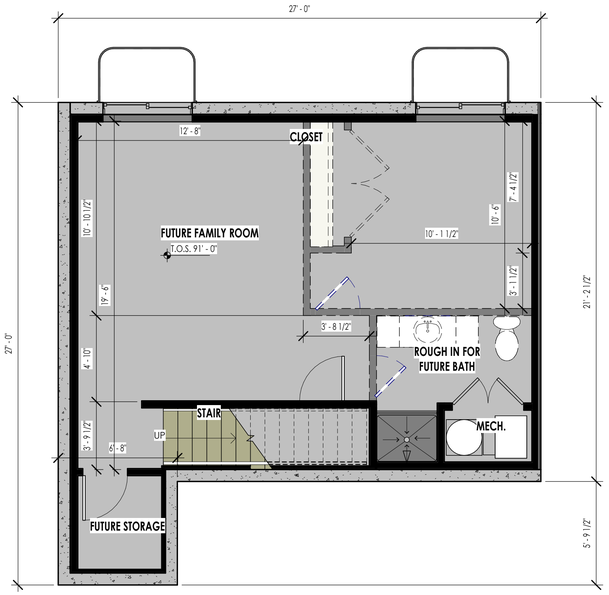
CANDLELIGHT HOMES - UNIT Y BASEMENT

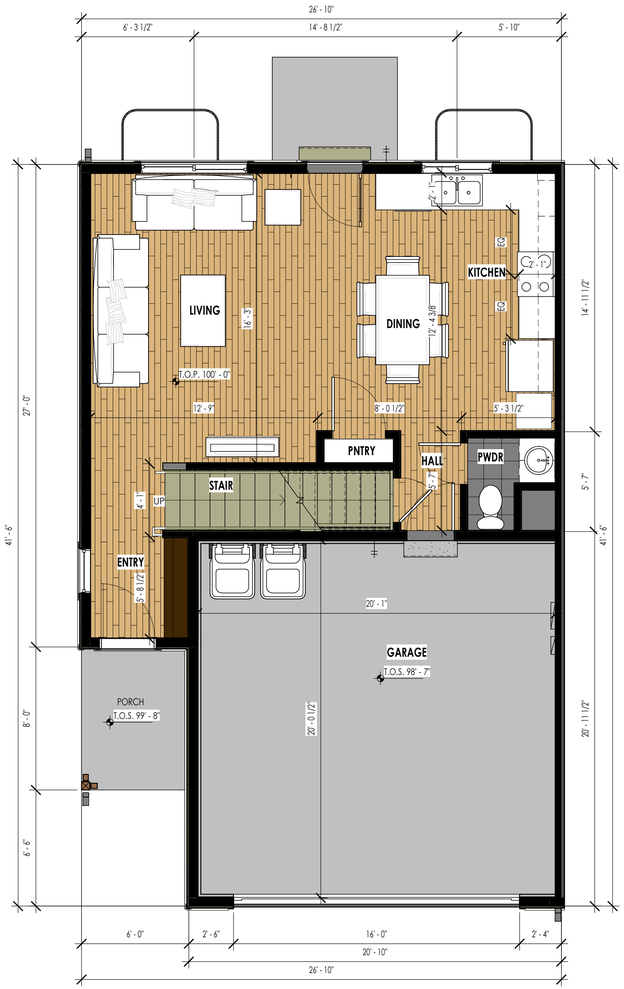
UNIT Y-YELLOWSTONE
MARKETING FLOOR PLANS

D403

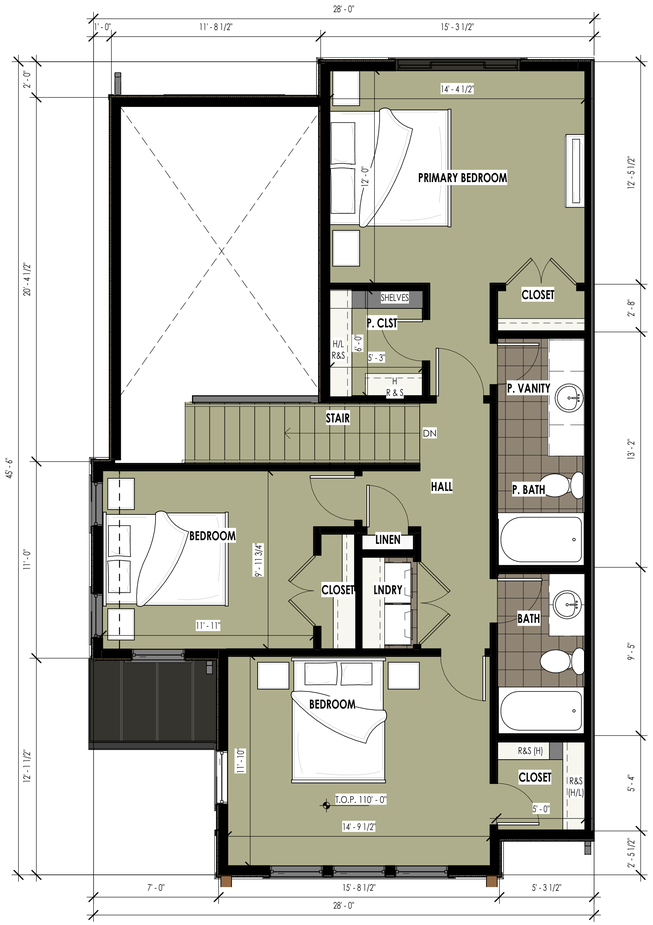
27 OCT 2023



LEVEL 0 - MARKETING FLOOR PLAN 1 D404
1/4" = 1'-0"



LEVEL 1 - MARKETING FLOOR PLAN 2 D404
1/4" = 1'-0"



LEVEL 2 - MARKETING FLOOR PLAN 3 D404
1/4" = 1'-0"

UNIT T AREAS	
NAME	AREA
LEVEL 1 FINISHED	602 SF
LEVEL 2 FINISHED (middle unit -22 sq. ft.)	866 SF
	1468 SF
LEVEL 0 UNFINISHED	544 SF
GARAGE	424 SF
	968 SF
Grand total	2436 SF

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CANDLELIGHT HOMES - UNIT T BASEMENT

UNIT T-TIMBERLINE
MARKETING FLOOR PLANS

D404

27 OCT 2023

Front Door
Manufacturer:
TBD
Color:
SW 6006 Black Bean

Win, Dr & Band Trim
Manufacturer:
TBD
Color:
SW 7008 Alabaster

Timbers
Manufacturer:
TBD
Color:
SW 3533 Leeward

Siding - Color 1
Manufacturer:
TBD
Color:
SW 7008 Alabaster

Siding - Color 2
Manufacturer:
TBD
Color:
JH Aged Pewter

Board and Batt
Manufacturer:
TBD
Color:
SW 7008 Alabaster

Windows
Manufacturer:
Anderson
Color:
Dark Bronze

Garage Door
Manufacturer:
CHI
Color:
Bronze

Alum Fascia/Sofit
Manufacturer:
Mastic
Color:
Dark Bronze

Roofing
Manufacturer:
CertianTeed
Color:
Moire Black

COLOR SCHEME - TOWNHOMES

Think Architecture

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CANDLELIGHT HOMES - FIREFLY

EAGLE MOUNTAIN, UTAH

COLOR/MATERIAL BOARD

D501

26 OCT. 2023

FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE

EAGLE MOUNTAIN, UTAH

SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

OCTOBER 31, 2023

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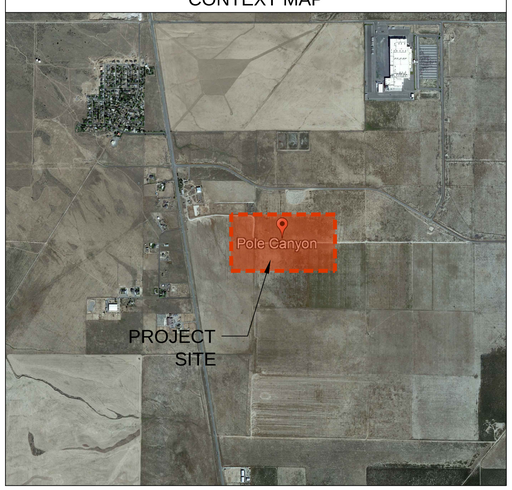
CONCEPTUAL PROJECT RENDERING

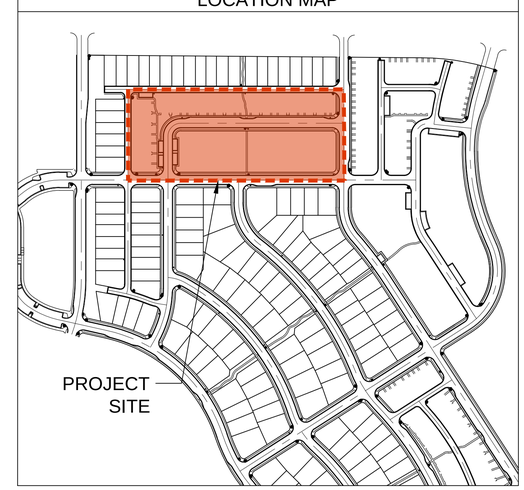
SHEET INDEX

SHEET	DESCRIPTION
G001	Cover Sheet
G002	General Notes
L400	Overall Landscape Plan
L401-L402	Landscape Plans
L500-L502	Landscape Notes + Details
L503	Concept Imagery

CONTEXT MAP



LOCATION MAP



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FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE
SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
CHECKED BY:	JJ, TR
PROJECT NO.:	202113.10
ISSUE DATE:	10/31/2023
REVISIONS:	

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

G001

Drawing: U:\2021113.10-Pole Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\G001 - Cover Sheet.dwg
Last Saved: October 30, 2023 2:48:29 PM by Kimenkauf
Last Plotted 10/30/2023 3:03:18 PM
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LANDSCAPE GRADING NOTES

(APPLY TO ALL LANDSCAPE RELATED FINE GRADING ONLY - SEE ALSO LEGENDS, SPECIFICATIONS AND CIVIL PLANS)

1. Geotech Report
The Contractor shall obtain and review the Summary Report and Recommendations prepared by the geo-technical engineers and fully understand the existing soil conditions encountered prior to submitting bid. The Contractor shall comply with all recommendations made by the geo-technical engineers, civil engineers, structural engineers and Owner's Representative, as designated in the soil report, on these drawings, specified, or as directed during field observations and inspections.

If a "Soils Investigation" on this project site has been performed it will be considered as a separate contract to the owner. (SEE CURRENT REPORT)

2. Inspection and Testing
All earthwork operations will be subject to full inspection and regular testing by a qualified soils and materials engineer and this Contractor shall be responsible to coordinate scheduling, notification and procuring test results and documentation as required - see Specifications. The Contractor shall notify the Owner's Representative of any subsoil conditions encountered, which vary from those found during previous soil investigations and/or that may not have been known during design. Any failed tests which must be retested will be at Contractor's expense.

3. Scope of Earthwork Operation
All earthwork operations shall be conducted in strict compliance with the project specifications including but not limited to:
   a. Full locating, investigation and protection of ALL existing utilities to remain.
   b. Removal of any organic materials or debris
   c.Stripping and stockpiling of all topsoil in approved location(s) - coordinate with Civil Plans.
   d.Smooth transition from proposed grades to existing grades.
   e.Replacement of topsoil after grading changes have been accomplished

4. Moisture and Compaction
See, and comply with, all specifications for depth of moisture density treatments, controls and compaction requirements.

5. Verification of Existing
See "Legend" defining proposed grades, existing grades, and designed grades for adjacent construction by others. Contractor shall verify all existing grades to remain and all adjacent new construction grades for compliance with those shown, prior to bid and construction. All deviations or conflicts with proposed work shall be reported immediately (with written follow-up) notice within 24 hours to the Owner's Representative for direction to proceed, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the existing Owner-Contractor Agreements/Contracts".

6. Temporary Benchmarks
The plans may call for specific temporary benchmarks to be transferred to the site by a certified surveyor and accurately established on site as a part of this contract. Contractor shall verify all benchmarks and information used in design and compare to existing conditions.

7. Positive Drainage
It is this Contractor's responsibility to provide proper positive drainage throughout this contract area. Field conditions shall be verified in conjunction with the proposed elevations to ensure that adequate drainage is provided. Report deviations or conflicts to Owner's Representative.

8. Max and Min Slopes
Unless otherwise indicated, minimum slope for paved surfaces shall be 1% and minimum slope for softscape areas shall be 2%. Slope away from all structures at a slope designated by geotechnical engineer. Maximum ground slopes to be 4' horizontal to 1' vertical, unless specifically shown otherwise or approved in advance.

9. Finished Grade
All design elevations shown are "finished grades" unless otherwise indicated. Contractors shall refer to drawings, details and specifications regarding depth of subgrade required to add improvement thicknesses, etc. - see also "typical earthwork sections" detail, if provided.

10. Topsoil
All topsoil and/or drainageway muck excavation shall be saved and stockpiled in approved locations for future use. All areas, unless slated for pavement or structures, shall receive a minimum of 8" of topsoil respread and other soil preparation - see also specifications and soil amendment requirements, if provided.

LANDSCAPE LAYOUT NOTES

(APPLY TO ALL LANDSCAPE RELATED LAYOUT REQUIRED FOR IMPROVEMENTS - SEE ALSO LEGENDS, SPECIFICATIONS AND SHEET NOTES)

1. Verify Survey Info
All shown control points, baselines, benchmarks, property lines, setbacks, existing conditions to remain, and newly built adjacent construction (by others) shall be verified by a professionally certified surveyor (PLS.) as a part of this contract. Any deviations from information shown or conflicts with proposed improvements shall require the Owner's Representative to be notified immediately with written follow up (within 24 hours), describing any deviation or variations from the proposed layout as described in these plans. Written approval to proceed must be obtained from the Owner's Representative prior to any demolition or new construction.

2. Field Staking
All work shown shall be field staked or otherwise denoted and subject to field verification, review, and approval by the Owner's Representative prior to any construction or demolition. Field staking of all proposed work and adjacent construction (even if future work by others) may be required by the Owner's Representative prior to approval of all improvements and adequate stakes shall be provided by this Contractor's Surveyor.

3. AutoCAD Design Files
To expedite the layout of the site, "layout coordinates and/or grids" may have been established as shown. For elements designed with CADD, Drawing files (.DWG) will be provided to the surveyor for staking using surveyor established control points and benchmarks. These points shall be field staked by the surveyor as a part of this contract at the contractor's expense. The layout of these stakes shall accurately occur in locations as determined by the Owner's Representative and shall be maintained throughout the duration of this project. The establishment of these points shall be reviewed and approved by the Owner's Representative prior to any construction in those areas and will assist the Contractor in the layout of all site improvements as shown on drawing or otherwise.

4. Dimension Tolerances
The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.

5. Dimensions
Computed dimensions shall take precedence over scaled dimensions, and large scale over small scale drawings. Dimensions shown with (+/-) shall be the only layout information allowed to vary, and may only vary to the tolerances given or to +/-1" if no dimension is given.

6. Complete Project
The Contractor is responsible to provide "complete-in-place" systems and a complete project, and any intermittent or periodic approvals received for portions of work, stakes, grades, or forms (by the Owner's Representatives, architects, engineers, or others) shall not waive the Contractor's requirements to comply with the intent of any and all portions of this contract.

7. Staking
All locations for walks, roads, swales, walls, curbs, structures etc. shall be staked by a registered land surveyor. All layout information is based on "Ground Coordinates" and the Contractor shall meet with the Owner's Consulting Surveyors and Engineers to clarify all datum, benchmark, control point requirements, walk, wall and other specific site improvements. Centerline layout information will be provided to the contractor by the engineer/landscape architect as CADD Drawing files (.DWG). See planting notes for tree staking.

8. Curvilinear Improvements
It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical). Straight segments and abrupt transitions will not be accepted unless shown as such on the plans. Wood curving forms may be required to obtain the proper effects. All walk, edgers, paving edges, and other curvilinear forms must be approved in field prior to installation.

LANDSCAPE GENERAL NOTES

(SEE ALSO ALL OTHER CONSULTANT/ENGINEER NOTES AND DOCUMENTS FOR ALL RELATED INFORMATION)

1. Owners Rep.
These drawings and documents are submitted to the Owner for review and approval, prior to any release for bidding or construction. Contractors shall receive all bid information, instructions, bid forms, general terms and conditions, and all other required clarifications from the Owner's Authorized Representative administering this project. Unless otherwise indicated, the "Owner's Representative" for this project shall be a specifically designated by the owner. The contractor will also be required to coordinate and correspond with other landscape architects from DTJ and other key consultants involved on the project.

2. Project Manual Discrepancy
These drawings supplement the other contractual information contained in the "Project Manual" and/or Bid Instructions (Specifications), if provided. Anything mentioned in the Project Specifications and not the drawings, or vice-versa, shall be of like effect as if shown on or mentioned in both. In case of discrepancy in drawings or project specifications, the matter shall be immediately submitted to the Owner's Representative; without his decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Contractor shall not take advantage of any apparent error or omission on the drawings or in the specifications. In the event the Contractor discovers such error or omission, he shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the contract.

3. Complete Project Intent
The "intent" of these Improvements Drawings, details and associated specifications is that the Contractor provide the Owner with a complete, accurate, functionally and technically sound project as generally described in the documents. The drawings are diagrammatic. In most cases, unless explicitly noted otherwise, drawing symbols are used to represent complete-in-place systems to be provided, as part of base bid. All elements shown or implied by the drawings, if not specifically detailed or specified, shall be installed per Uniform Building Codes, manufacturers recommendations, State Highway Department Standards, City Standards and Specifications, standard industry practices, as approved by the Owner's Representative.

4. Conform to Codes
All work on this project shall conform to the current (CITY) Building and Zoning Codes, Ordinances, Standards and Specifications for Construction of Public Improvements, as well as all other applicable governing regulations in effect.

5. Survey Control Points
All range points, ties, benchmarks or other survey control points which may be encountered during construction, must be preserved or modified/recorded by a registered surveyor at the contractor's expense. Immediately upon discovery, the Contractor shall notify the Owner's Representative of any survey control points found and obtain direction prior to proceeding.

6. Permits
The Contractor shall coordinate and obtain all permits which are necessary to perform the proposed work. Owner to pay for all construction permits unless otherwise indicated in the Contract Documents. Contractor shall obtain, at his expense, all specialty permits needed for specific items included with the work, unless otherwise indicated in the Contract Documents. Contractor shall comply with all notification and inspection requirements.

7. Testing
Unless specifically noted otherwise in the Contract Documents, the Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the specifications or these drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service, and the Contractor is required to fully coordinate with those consultants/contractors. Owner to pay for all soils and materials testing.

8. Existing Condition Survey
An Existing Condition Survey has been provided to the Owner by registered surveyors under separate contracts for the basis of design. It is not to be considered as part of these Design Development Documents. The survey information has been reformatted and included in this set for general information only and intended to assist the contractor in the general orientation of the site. The Contractor is required to visit the site, verify information, conduct any exploratory research, and become thoroughly familiar with all existing conditions as pre-requisite of this bid submittal. Without exception, any deviations or omissions found between these plans and existing site conditions shall immediately be brought to the attention of the Owner's Representative, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the existing Owner-Contractor Agreements/Contracts".

PROJECT GENERAL NOTES

1. Engineering base information and survey information provided by LEI.
2. Grading to be approved prior to planting. All trees to be staked with wood lath and size and species noted for final field adjustment.
3. All hardscape materials to be approved in field by Landscape Architect prior to installation. Contractor to provide field mock-up samples for all flatwork, stone paving, edger, gravel mulch, walls, fire features, fencing and lighting.
4. All concrete/metal edger to be staked and painted in the field prior to approval of grading and boulder placement for areas adjacent to the edger.
5. All landscape materials to be located by matrix plan or planting plan in field prior to planting by contractor. Trees and planting areas may be adjusted in the field and on final landscape & irrigation construction drawings to accommodate unforeseen conditions, provided that the landscape meets the intent shown on these plans approved by Owner's Representative. See Landscape Notes for specifics.
6. Contractor to inspect site soil conditions. assume amendment of 2 cy/1000 sf of "mesa magic' compost for all planting areas and 3cy/ 1000 sf for all turf areas. Notify Landscape Architect/owner immediately of any additional work considered necessary to create. Contractor is responsible for soil blending with compost to create an improved planting mix.
7. The horizontal distance between trees and any site utilities or infrastructure shall be in compliance with codes of the local governing authority.
8. Irrigation to be design/build by contractor. Contractor to provide schematic irrigation plans for review by landscape architect/owner prior to installation on site. Contractor to become familiar w/ existing irrigation system & coordinate with owner for specifics. Trees, lawn, and drip zones to be on separate zones (3 types).
9. All irrigation vaults to be located in planting areas shall have tan cover - not green.

ABBREVIATIONS

B.O.F.	BOTTOM OF FOOTING
B.O.S.	BOTTOM OF STEP
B.O.W.	BOTTOM OF WALL
C.I.P.	CAST IN PLACE
℄	CENTERLINE
CLR	CLEAR
CJ	CONSTRUCTION JOINT
C.M.U.	CONCRETE MASONRY UNIT
CONT.	CONTINUOUS
DIA.	DIAMETER
EJ	EXPANSION JOINT
EJD	DOWELED EXPANSION JOINT
F.O.W.	FACE OF WALL
F.F.E.	FINISHED FLOOR ELEVATION
F.G.	FINISHED GRADE
F.V.	FIELD VERIFY
FL	FLOWLINE
GALV.	GALVANIZED
HC	HANDICAPPED
HP	HIGH POINT
I.D.	INSIDE DIAMETER
INV.	INVERT ELEVATION
JT	JOINT
LF	LINEAR FOOT
MAX	MAXIMUM
MIN	MINIMUM
MH	MANHOLE
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE

OC	ON CENTER
O.D.	OUTSIDE DIAMETER
PA	PLANTING AREA
ℙ	PLATE
POB	POINT OF BEGINNING
PVMT	PAVEMENT
PVC	POLYVINYL CHLORIDE
P.L.	PROPERTY LINE
RAD	RADIUS
REINF	REINFORCEMENT
RD	ROOF DRAIN
RO	ROUGH OPENING
SCJ	SAW CUT JOINT
S.J.	SCORE JOINT
SFF	SQUARE FACE FOOT
SHT	SHEET
SPEC	SPECIFICATIONS
STD	STANDARD
STL	STEEL
T.O.B.	TOP OF BANK
T.O.C.	TOP OF CURB
T.O.R.	TOP OF ROCK
T.O.S.	TOP OF STEP
T.O.SL	TOP OF SLAB
T.O.W.	TOP OF WALL
TYP.	TYPICAL
V.I.F.	VERIFY IN FIELD
W.E.	WATER ELEVATION
WWM	WELDED WIRE MESH

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FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE
SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY: JV, KI
CHECKED BY: JJ, TR
PROJECT NO.: 202113.10
ISSUE DATE: 10/31/2023
REVISIONS:

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
G002

Drawing: U:\202113.10-Pole Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\G002 - General Notes.dwg
Last Saved: October 27, 2023 3:58:43 PM by Kintenkauf
Last Plotted 10/30/2023 3:03:17 PM
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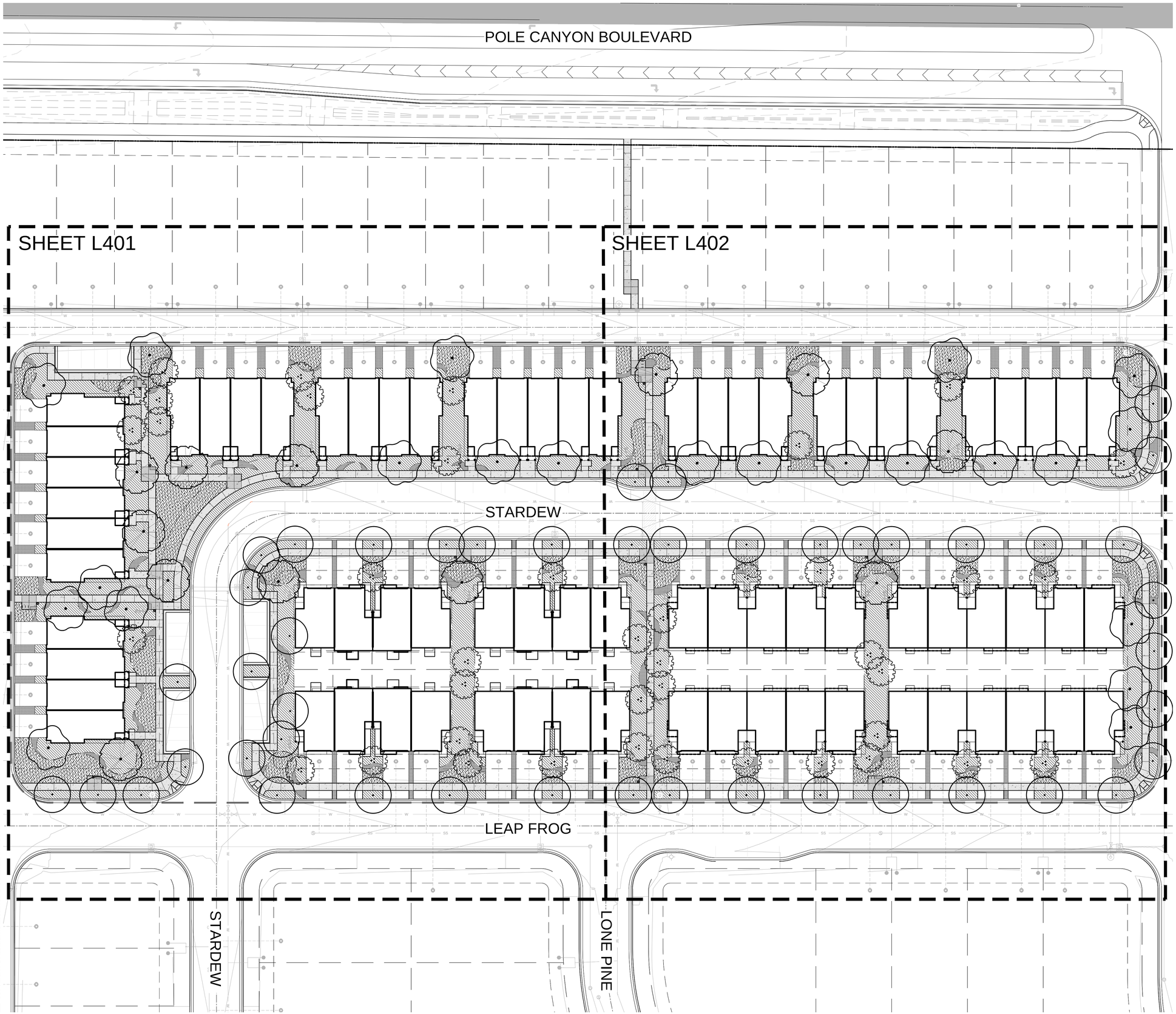

LANDSCAPE LEGEND

- MATCHLINE (SEE KEY MAP)
- LIMIT OF WORK
- PROPERTY BOUNDARY
- STEEL EDGER
- LOT LINES
- EASEMENT LINE

HARDSCAPE

- CONCRETE WALK (SEE DETAIL 1/L501)
- COBBLE MULCH (SEE DETAIL 2/L501)
- BOULDER SEATWALL (SEE DETAIL 3/L501)
- BIKE RACK (SEE DETAIL 4/L501)
- TRASH RECEPTACLE (SEE DETAIL 6/L501)

OVERSTORY

- STREET TREE
- SPECIMEN TREE
- SHADE TREE
- ORNAMENTAL TREE

UNDERSTORY

- *SHRUBS, PERENNIALS, & ORNAMENTAL GRASSES*
- *MANICURED TURF*

NOTE: SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS

KEYMAP

0' 80' 160' 240'
1 = 80'

NORTH

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3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
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FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE

SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
CHECKED BY:	JJ, TR
PROJECT NO.:	202113.10
ISSUE DATE:	10/31/2023
REVISIONS:	

SHEET TITLE:

OVERALL LANDSCAPE PLAN

SHEET NUMBER:

L400

Drawing: U:\202113.10-Pole Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\L400 - Overall Landscape Plan.dwg
Last Saved: October 30, 2023 2:49:02 PM by Kirtenkauf
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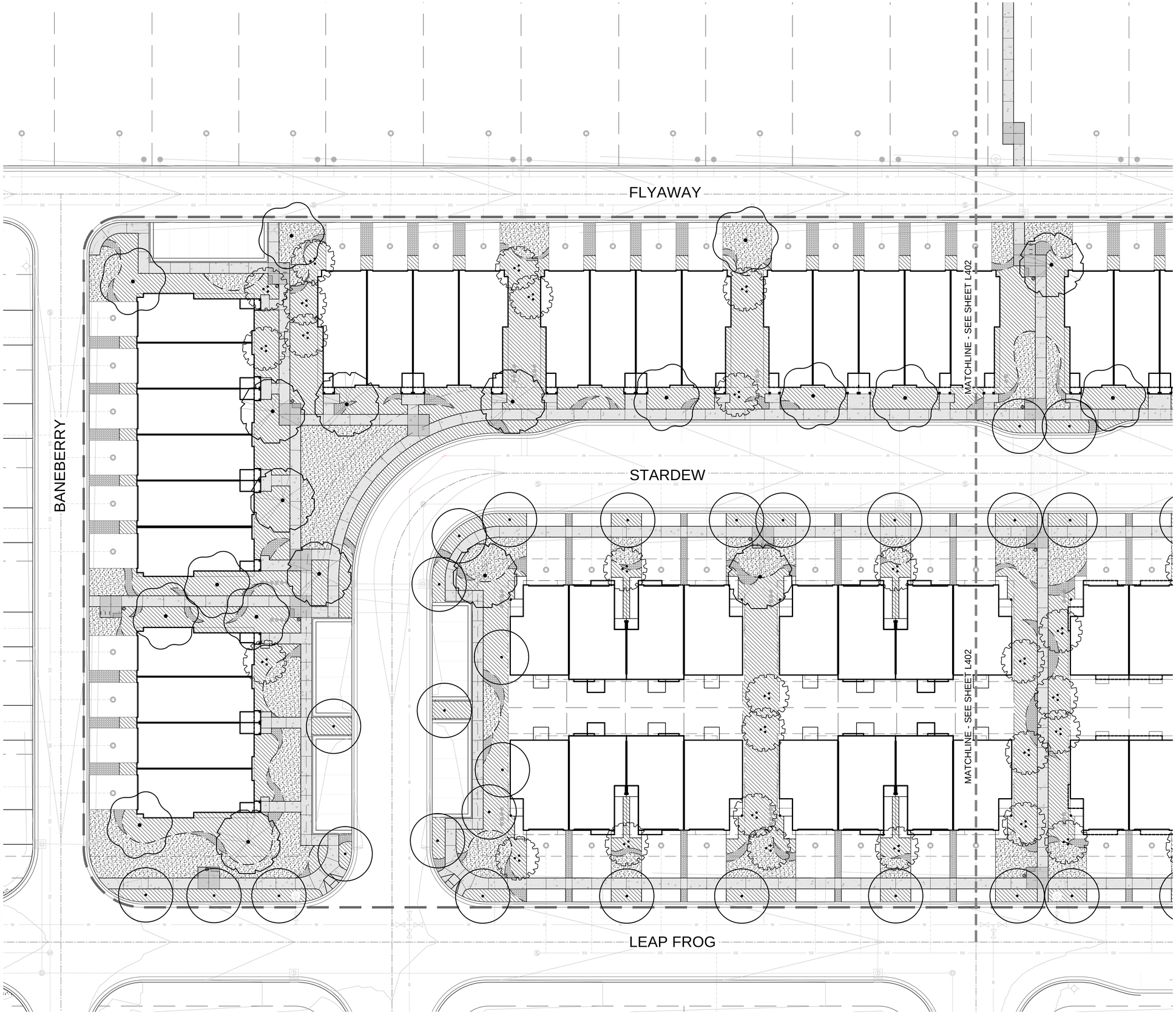

LANDSCAPE LEGEND

- MATCHLINE (SEE KEY MAP)
- LIMIT OF WORK
- PROPERTY BOUNDARY
- STEEL EDGER
- LOT LINES
- EASEMENT LINE

HARDSCAPE

- CONCRETE WALK (SEE DETAIL 1/L501)
- COBBLE MULCH (SEE DETAIL 2/L501)
- BOULDER SEATWALL (SEE DETAIL 3/L501)
- BIKE RACK (SEE DETAIL 4/L501)
- TRASH RECEPTACLE (SEE DETAIL 6/L501)

OVERSTORY

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- *SHRUBS, PERENNIALS, & ORNAMENTAL GRASSES*
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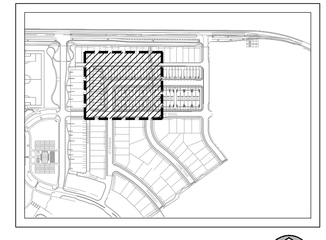
NOTE: SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS



KEYMAP

0' 20' 60'
1 = 20'

NORTH

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FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE

SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
CHECKED BY:	JJ, TR
PROJECT NO.:	202113.10
ISSUE DATE:	10/31/2023
REVISIONS:	

SHEET TITLE:

LANDSCAPE PLANS

SHEET NUMBER:

L401

Drawing: U:\202113.10 Pole Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\L401-L404 - Landscape Plans.dwg
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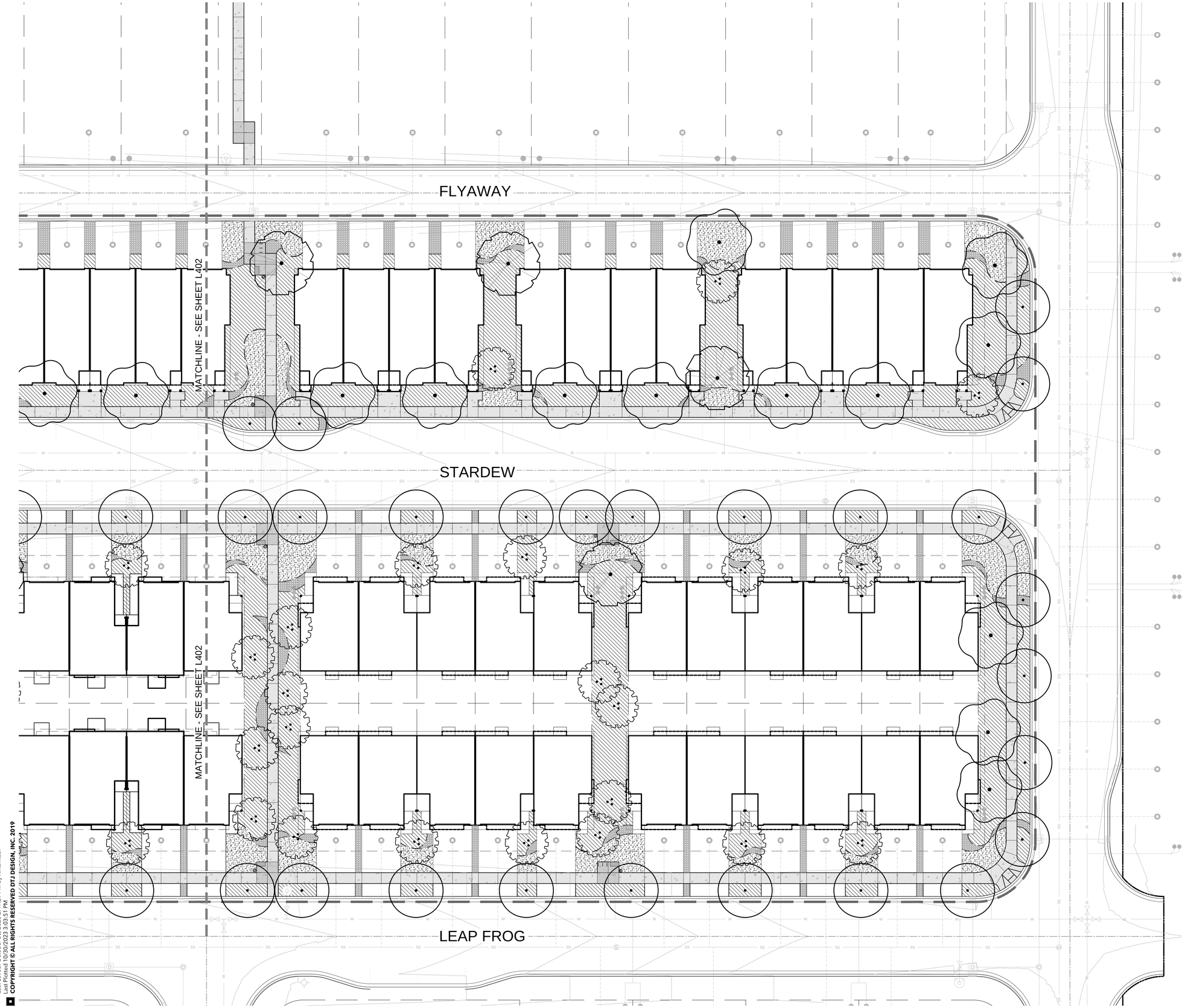

LANDSCAPE LEGEND

- MATCHLINE (SEE KEY MAP)
- LIMIT OF WORK
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OVERSTORY

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- SPECIMEN TREE
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- *SHRUBS, PERENNIALS, & ORNAMENTAL GRASSES*
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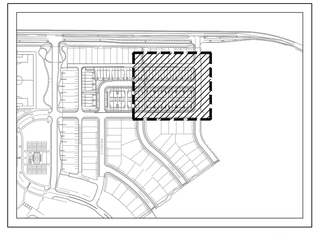
NOTE: SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS



KEYMAP

0' 20' 40' 60'
1 = 20'

NORTH

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SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
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PROJECT NO.:	202113.10
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SHEET TITLE:

LANDSCAPE PLANS

SHEET NUMBER:

L402

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LANDSCAPE PLANTING NOTES

1. The Contractor shall be responsible for becoming aware of all related existing conditions, utilities, pipes and structures, etc. prior to construction. The Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines, including depths, prior to any excavation. The Contractor shall take sole responsibility for any and all cost, or other liabilities incurred due to damage of said utilities/structures/etc.

2. The Contractor shall not willfully proceed with construction as designed when it is apparent that unknown obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's Representative for clarification. The Contractor shall assume full responsibility for all liabilities, including necessary revisions due to failure to give such notification.

3. The Contractor shall be responsible for any coordination with Subcontractors as required to accomplish all planting and related operations.

4. See specifications and details for planting methods (staking, pit dimensions, backfill requirements, etc.), soil testing, materials, execution and plant protection and other related planting requirements.

5. The acceptable tolerances for this project are minimal and specific layout is required as shown on the layout, planting, and other plans. Final location and staking of all plant materials shall be accepted by the Owner's Representative in advance of plantings. A registered surveyor may be required if specified elsewhere.

6. The Contractor shall notify Owner's Representative 48 hours prior to commencement of work to coordinate project inspection schedules.

7. If conflicts arise between size of areas and plans, The Contractor is required to contact Owner's Representative for resolution. Failure to make such conflicts known to the Owner's Representative will result in The Contractor's liability to relocate the materials.

8. Plant names may be abbreviated on the drawings. See plant legend for symbols, abbreviations, botanical/common names, sizes, estimated quantities (if given) and other remarks.

9. It is The Contractor's responsibility to furnish all plant materials free of pests or plant diseases. Pre-selected or "tagged" material must be inspected by The Contractor and certified pest and disease free. It is The Contractor's obligation to maintain and warranty all plant materials per the "Project Manual" and planting specifications. All plants shall be subject to the Owner's Representative approval prior to installation.

10. The Contractor may be asked to provide "Unit Cost" for every size of plant material, by type, as called out on the planting plans, specifications and details. Unit cost shall include the plant material it self including installation, all labor, amendments, fertilizers, warranties, etc. as shown on the drawings, details and as specified. See "Project Manual", if applicable.

11. Provide matching sizes and forms for all species of trees and plants installed on grid or spaced equally in rows as shown on drawings, unless otherwise shown or detailed. Adjust spacing (to "equal-equal") as necessary (subject to acceptance by the Owner's Representative).

12. Form a minimum 36 inch watering basin around all trees as shown in the details. Fill basin with 3" layer of mulch (see specs). See also details and project manual, if applicable.

13. The Contractor shall fine grade, rake and be responsible for positive drainage away from all structures and throughout site, with accurately set flow lines. No low spots or ponding of surface water will be accepted in the final work. No rocks or debris will be accepted (see specs). Final grade tolerances are +/-0.1 foot maximum.

14. Unless indicated otherwise, all planting beds are to be mulched with 3" deep layer of mulch per plans, details, and project manual, if applicable.

15. All planting beds to be separated from adjacent lawn with steel edger per specifications (as shown). If a bed lies adjacent to hardscape surface, no edger is required, as shown in plans. Stake per plans for review/acceptance by Owner's Representative, prior to installation. Install per specification and details. In some cases, perennial and annual beds may be separated from adjacent shrub bed areas. See plans, details, and specifications.

16. The Contractor may be required to provide coordinate geometry stakes for all control point layout of steel edger at the discretion of the Owner's Representative. Additionally, The Contractor shall provide point lines / string lines / hose or other means to fully indicate the specific layout geometry of all steel edgers for approval by the Owner's Representative, prior to any construction. The Contractor's base bid shall anticipate minor adjustments as directed by the Landscape Architect in the field.

17. Where provided, area takeoffs and plant quantity estimates are for information only. The Contractor is responsible to do their own quantity take-offs for all plant materials and sizes as shown on plans. In case of an discrepancies, plans and plant symbols shall take precedence over call-outs and/or "plant list". The Contractor is responsible for notifying the Owner's Representative with any major discrepancies for review and direction.

18. Coordinate installation of all plant material with installation of all adjacent irrigation, pavements, curb and related structures. Any damage to existing improvements is the responsibility of The Contractor and shall be replaced / repaired at his own expense.

19. Unless otherwise indicated:
    a. All groundcovers, perennials, orn. grasses and annuals shall be triangularly spaced (equal-equal). See Planting details.
    b. All planting areas including sod, seed and planting beds, shall receive soil amendments. See specifications and details.
    c. Sodded lawn shall have been grown between 9 and 18 months and shall have full, vigorous growth,
    d. Shrubs and ornamental grass areas, within beds, are to be underlaid with weed barrier. See specifications.
    e. All bulb planting (if shown) shall occur after mid-October and before ground is frozen.

20. The Contractor is responsible to "restore" all areas of the site, or adjacent areas, where disturbed. Sod areas disturbed shall be restored with new sod to match existing. Native areas disturbed, if not already improved to meet other requirements of this contract, shall be restored with an approved seed mix (including topsoil and amendments).

21. The Contractor shall take into consideration all necessary scheduling and other precautions to avoid winter, climatic, or other weather related damage to plants. A "planting window" of specific calendar days is required to be submitted by The Contractor for approval and planting operations should occur per this approved schedule. See specification for more information.

22. All "existing plant material to remain" shall be staked and fenced for protection in a diameter equal to the drip line. See drawings for location and extent.

23. During plant establishment, adjacent areas, including wetlands, ponds and stream corridors, will be protected from sedimentation and erosion. Prior to construction activities, adjacent areas outside the "Limit of Work" or impacted areas, will be protected with silt fence. Newly graded slopes above should be replanted as soon as possible following grading.

FIREFLY - PLANTING OVERVIEW

Overstory		
TYPE	Quantity	
Shade Tree	22	
Street Tree	46	
Specimen Tree	12	
Ornamental Tree	41	
Understory		
Turf Area	14757 SF	25%
Planting Area	35756 SF	61%
Cobble Mulch	8365 SF	14%
TOTAL:	58878 SF	100%

PLANT MATERIAL NOTES:

PLANT LIST HAS BEEN DEVELOPED WITH THE INTENT TO OBTAIN OPTIMAL PLANT MATERIAL FOR THE COMMUNITY DESIGN VISION AND INTENT. DEVELOPER MAINTAINS THE RIGHT TO INSTALL LIKE IN KIND PLANT MATERIAL SUBSTITUTIONS AS NEEDED DEPENDING ON INDUSTRY AVAILABILITY OR OTHER UNFORESEEN FACTORS.

PLANTING SCHEDULE - OVERSTORY

SHADE/STREET TREES	BOTANICAL / COMMON NAME
	CELTIS OCCIDENTALIS COMMON HACKBERRY
	FAGUS SYLVATICA 'DAWYCK PURPLE' EUROPEAN BEECH
	GINKO BILOBA 'PRINCETON SENTRY' PRINCETON SENTRY GINKO
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' SKYLINE HONEY LOCUST
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE
	QUERCUS MACROCARPA BURR OAK
	QUERCUS X WAREI 'LONG' REGAL PRINCE OAK
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN
	ULMUS PARVIFLORA LACEBARK ELM
	ULMUS X 'FRONTIER' FRONTIER ELM
SPECIMEN TREES	**BOTANICAL/ COMMON NAME**
	ACER GRANDIDENTATUM BIGTOOTH MAPLE
	ACER X FREEMANII 'AUTUMN BLAZE' FREEMAN MAPLE
ORNAMENTAL TREES	**BOTANICAL / COMMON NAME**
	ACER TATARICUM 'GARANN' HOT WINGS® TATARIAN MAPLE
	AMELANCHIER CANADENSIS CANADIAN SERVICEBERRY MULTI-TRUNK
	CARPINUS BETULUS 'FASTIGIATA' UPRIGHT EUROPEAN HORNBEAM
	CERCIS CANADENSIS EASTERN REDBUD
	PRUNUS VIRGINIANA 'SCHUBERT' SCHUBERT CHOKECHERRY

PLANTING SCHEDULE - UNDERSTORY

DECIDUOUS SHRUBS	BOTANICAL / COMMON NAME
	AMORPHA CANESCENS LEADPLANT
	BUDDEJA DAVIDII 'BLACK KNIGHT' BLACK KNIGHT BUTTERFLY BUSH
	BUDDEJA DAVIDII 'HOT RASPBERRY' BUZZ HOT RASPBERRY BUTTERFLY BUSH
	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT' DARK KNIGHT BLUE MIST SPIREA
	CERATOIDES LANATA WINTERFAT
	CHAMAEBATIARIA MILLEFOLIUM FERNBUSH
	CORNUS ALBA 'BAILHALO' IVORY HALO® TATARIAN DOGWOOD
	COTINUS COGGYGRIA SMOKETREE
	COWANIA MEXICANA STANSBURY CLIFFROSE
	CORNUS ALBA 'CREAM CRACKER' CREAM CRACKER TATARIAN DOGWOOD
	ERICAMERIA NAUSEOSA NAUSEOSA BLUE RABBITBRUSH
	FANDLERA RUPICOLA FALSE MOCK ORANGE
	FRANFULA ALNUS 'COLUMNARIS' ALDER BUCKTHORN
	PHYSOCARPUS OPULIFOLIUS 'SMNPOBLR' GINGER WINE NINEBARK
	POTENTILLA FRUTICOSA 'GOLD DROP' GOLD DROP CINQUEFOIL
	PRUNUS BESSEYI 'P011S' PAWNEE BUTTES® SAND CHERRY
	PURSHIA TRIDENTATA ANTELOPE BITTERBRUSH
	RHAMNUS FRANGULA 'RON WILLIAMS' FINE LINE BUCKTHORN
	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC
	RIBES AUREUM GOLDEN CURRENT
	ROSA 'KNOCK OUT' KNOCK OUT ROSE
	ROSA NUTKANA NUTKANA ROSE
	RHUS TRILOBATA SKUNKBUSH SUMAC
	SHEPHERDIA ARGENTEA SILVER BUFFALO BERRY
	SYRINGA MEYERI 'PALIBIN' DWARF KOREAN LILAC
	VIBURNUM CARLESII KOREANSPICE VIBURNUM
EVERGREEN SHRUBS	**BOTANICAL / COMMON NAME**
	AGAVE PARRYI PARRY'S AGAVE
	ARCTOSTAPHLOS X COLORADENSIS 'PANCHITO' PANCHITO MANZANITA
	ARTEMISIA TRIDENTATA WYOMINGENSIS WYOMING SAGEBRUSH
	CERCOCARPUS MONTANUS ALDERLEAF MOUNTAIN MAHOGANY
	EPHEDRA EQUISETINA BLUESTEM JOINT FIR
	EUONYMUS FORTUNEI 'EMERALD N GOLD' EMERALD N GOLD WINTER CREEPER
	JUNIPEROUS SABINA 'BUFFALO' BUFFALO JUNIPER
	JUNIPEROUS SCOPULORUM 'BLUE ARROW' BLUE ARROW JUNIPER
	JUNIPEROUS SCOPULORUM 'SKYROCKET' SKYROCKET JUNIPER
	JUNIPEROUS SCOPULORUM 'WICHITA BLUE' ROCKY MOUNTAIN JUNIPER
	LAVANDULA ANGUSTIFOLIA ENGLISH LAVENDER
	MAHONIA AQUIFOLIUM OREGON GRAPE
	PICEA ENGELMANNII 'BLUE SOFTIE' BLUE SOFTIE ENGLEMAN SPRUCE
	PINUS MUGO MUGO PINE
	PINUS EDULIS PINYON PINE
	YUCCA BACCATA BANANA YUCCA
	YUCCA FILAMENTOSA ADAM'S NEEDLE

GRASSES	BOTANICAL / COMMON NAME
	ACHNATHERUM CALAMAGROSTIS ALPINE PLUME GRASS
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION BLUE GRAMA
	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` KARL FOERSTER FEATHER REED GRASS
	NASSELLA TENUISSIMA MEXICAN FEATHER GRASS
	PANICUM VIRGATUM 'HEAVY METAL' SWITCH GRASS
	PENNISETUM ALOPECUROIDES 'HAMELN' HAMELN FOUNTAIN GRASS
	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' LITTLE BUNNY FOUNTAIN GRASS
	SPOROBOLUS AIROIDES ALKALI SACATON
	SPOROBOLUS WRIGHTII BIG SACATON
PERENNIALS	**BOTANICAL/ COMMON NAME**
	ACHILLEA MILLEFOLIUM WESTERN YARROW
	AQUILEGIA DESERTORUM DESERT COLUMBINE
	ASCLEPIAS TUBEROSA 'HELLO YELLOW' HELLO YELLOW BUTTERFLY MILKWEED
	CASTILLEJA CHROMOSA INDIAN PAINTBRUSH
	CERATOSTIGMA PLUMBAGINOIDES DWARF PLUMBAGO
	CLEOME SERRULATA ROCKY MOUNTAIN BEEPLANT
	COREOPSIS GRANDIFLORA 'SONNENKIND' BABY SUN TICKSEED
	CROCUS SSP. CROCUS
	ECHINACEA PURPUREA CONEFLOWER
	GAILLARDIA ARISTATA BLANKET FLOWER
	HEDYSARUM BOREALE UTAH SWEETVETCH
	HELIANTHUS ANNUUS ANNUAL SUNFLOWER
	LINUM LEWISII LEWIS FLAX
	NARCISSUS SSP. DAFFODIL
	NEPETA RACEMOSA 'WALKER'S LOW' WALKER'S LOW CATMINT
	OENOTHERA FREMONTII 'SHIMMER' SHIMMER EVENING PRIMROSE
	PENSTEMON PALMERI PALMER PENSTEMON
	PENSTEMON EATONII FIRECRACKER PENSTEMON
	PENSTEMON SUBGLABER GREAT BASIN PENSTEMON
	RATIBIDA COLUMNIFERA PRAIRIE CONEFLOWER
	ROSMARINUS OFFICINALIS ROSEMARY
	RUDBECKIA HIRTA BLACKEYED SUSAN
	SPHAERALCEA PARVIFOLIA GLOBEMALLOW
	TULIPA SSP. TULIP
TURF	**BOTANICAL/ COMMON NAME**
	POA PRATENSIS IMPERIAL BLUE KENTUCKY BLUEGRASS

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SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
CHECKED BY:	JJ, TR
PROJECT NO.:	202113.10
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REVISIONS:	
	REVISION 1 08/17/2023

SHEET TITLE:

LANDSCAPE SCHEDULE + NOTES

SHEET NUMBER:

L500

Drawing: U:\202113.10 Pole Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\L500-L5XX - Landscape Details.dwg
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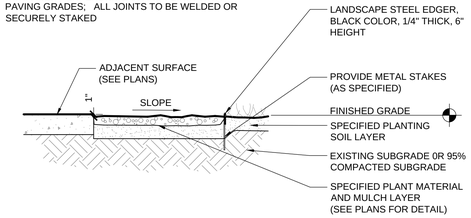
NOTES:
1. SET ALL EDGING 1" ABOVE FINISHED GRADE AS SHOWN. EDGING SHALL ABUT ALL PAVING SURFACES PERPENDICULAR AND FLUSH WITH PAVING GRADES; ALL JOINTS TO BE WELDED OR SECURELY STAKED

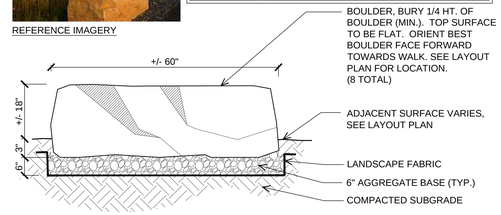


5 L501 STEEL EDGER
N.T.S. SECTION / IMAGERY

NOTES:
1. CONTRACTOR TO CONFIRM BOULDER AVAILABILITY AT LOCAL SUPPLY YARD OR QUARRY AND TAG FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO DELIVERY TO PROJECT SITE.
2. BOULDER SIZE TO BE 18"X24"X60" (ROUGHLY RECTANGULAR). ACTUAL DIMENSIONS MAY VARY SLIGHTLY.
3. CONTRACTOR TO COORDINATE BOULDER PLACEMENT WITH LANDSCAPE ARCHITECT IN FIELD.
4. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN FINAL GRADE ORIENTATION TO ADJACENT IMPROVEMENTS.
5. ALL BOULDERS TO BE RINSED AND CLEANED PRIOR TO INSTALLATION.

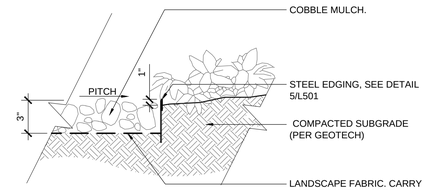
REFERENCE IMAGERY

STONE SLAB SIZING - SCHEDULE	
TYPE	DIMENSION
I	3' LENGTH / 24" WIDTH / 18" ABOVE GRADE HT.
II	5' LENGTH / 24" WIDTH / 18" ABOVE GRADE HT.



3 L501 BOULDER SLAB / SEATWALL
1/2"=1'-0" SECTION / IMAGERY

NOTES:
1. NO FABRIC SHALL BE PLACED BENEATH COBBLE MULCH.

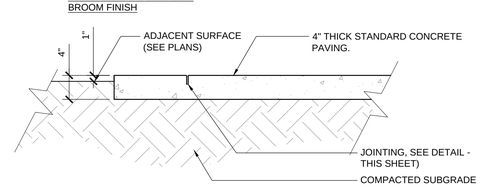


SECTION:

2 L501 COBBLE MULCH
1"=1'-0" SECTION

NOTES:
1. CONCRETE PAVEMENT WITH BROOM FINISH PERPENDICULAR TO FLOW OF TRAFFIC. ALL FORM WORK SHALL BE REVIEWED / APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO POUR.
2. PROVIDE POSITIVE DRAINAGE OFF WALKS/PAVING AND AWAY FROM ALL STRUCTURES IN ALL LOCATION / CONDITIONS. ADJUST ADJACENT GRADES AS REQUIRED TO PROPERLY DRAIN. CONTRACTOR TO CONFIRM ALL PATHWAYS HAVE A 2% CROSS SLOPE MAXIMUM, AND MEET ALL LOCAL AND FEDERAL ADA REQUIREMENTS. SEE CIVIL PLANS FOR GRADING AND SPECIFICATION INFORMATION.

PAVING TYPE 1 STANDARD BROOM FINISH



1 L501 CONCRETE WALK
1"=1'-0" SECTION

MANUFACTURER TO BE SELECTED AT A FUTURE TIME

6 L501 TRASH RECEPTACLE
3/4"=1'-0" CUT SHEET

MANUFACTURER TO BE SELECTED AT A FUTURE TIME

4 L501 BIKE RACK
1/8"=1'-0" CUT SHEETS

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SITE DETAILS

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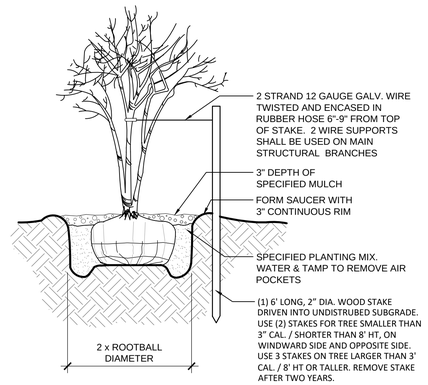
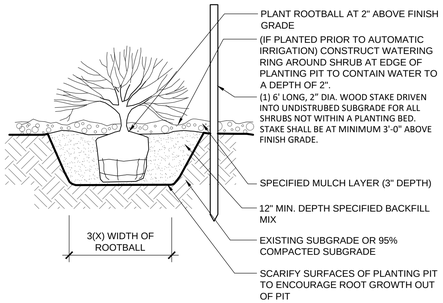


NOTES:
1. STAKE TO FIRST BRANCHES AS NECESSARY FOR SUPPORT
2. WIRE SHALL NOT TOUCH OR RUB ADJACENT TRUNKS OR BRANCHES

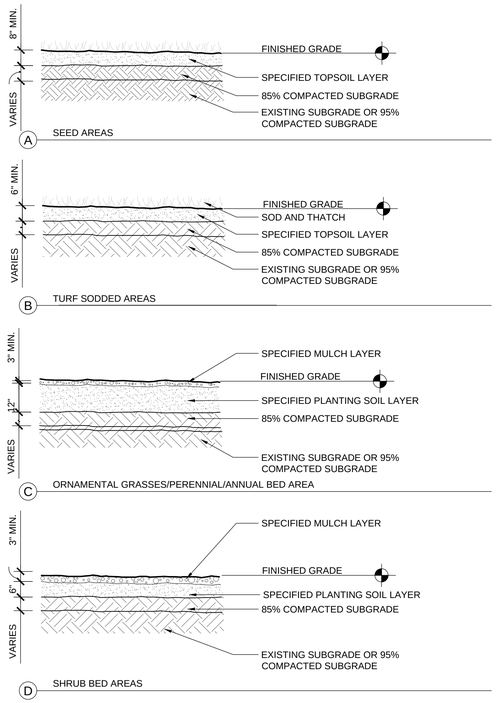
3 / L502 MULTI-TRUNK TREE STAKING
N.T.S. SECTION

NOTES:
1. PRUNE ONLY TO REMOVE DAMAGED OR DEAD WOOD.
2. SHRUB PLANTING - REFER TO SHRUB BED LAYOUT FOR PLACEMENT OF SHRUBS.
3. REMOVE ALL CONTAINERS, BURLAP WIRE OR OTHER MATERIAL SUPPORTING ROOTBALL.
4. PER LARIMER COUNTY STANDARDS, ALL SHRUBS WITHIN SIGHT TRIANGLES SHALL BE TRIMMED AND MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE FLOWLINE AND 24" ABOVE TOP OF CURB. SEE ADDITIONAL NOTES ON SHEET L700.

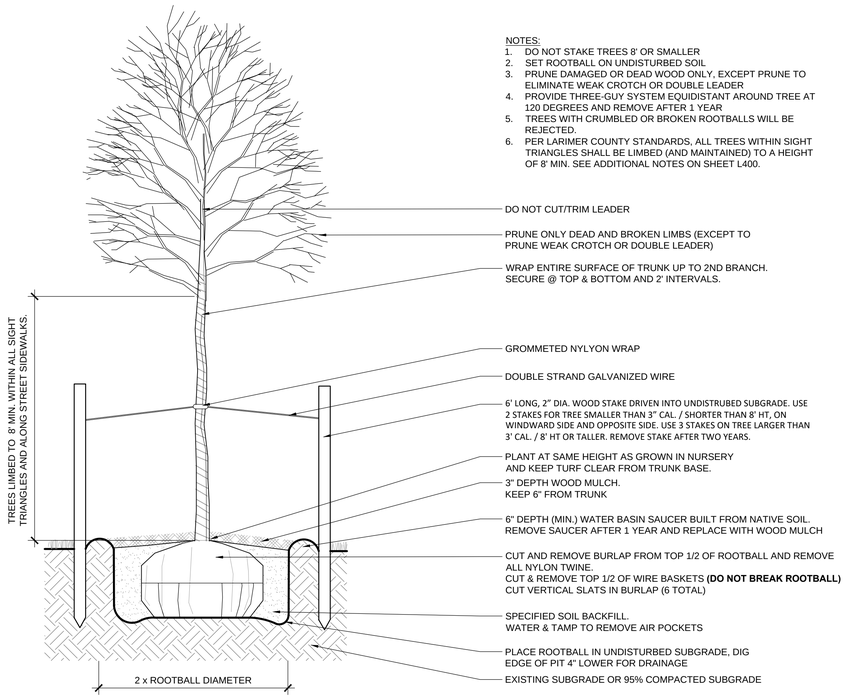


2 / L502 SHURB PLANTING IN MULCH BED
N.T.S. SECTION

MULCHING CONDITIONS:
1. PROVIDE SPECIFIED MULCH (PER NOTE 16 ON SHEET 402) IN THE FOLLOWING BEDS:
   A. PERENNIALS
   B. ORNAMENTAL GRASSES
   C. TREE RINGS
   D. SHRUB BEDS
   E. GROUNDCOVERS
2. HARD COMPACT SOIL AT SHOVEL CUT EDGE
3. SPECIFIED MULCH LAYER 3" IN PERENNIALS/GROUNDCOVER AREA



4 / L502 PLANTING AREAS
N.T.S. SECTION



NOTES:
1. DO NOT STAKE TREES 8' OR SMALLER
2. SET ROOTBALL ON UNDISTURBED SOIL
3. PRUNE DAMAGED OR DEAD WOOD ONLY, EXCEPT PRUNE TO ELIMINATE WEAK CROTCH OR DOUBLE LEADER
4. PROVIDE THREE-GUY SYSTEM EQUIDISTANT AROUND TREE AT 120 DEGREES AND REMOVE AFTER 1 YEAR
5. TREES WITH CRUMBLED OR BROKEN ROOTBALLS WILL BE REJECTED.
6. PER LARIMER COUNTY STANDARDS, ALL TREES WITHIN SIGHT TRIANGLES SHALL BE LIMBED (AND MAINTAINED) TO A HEIGHT OF 8' MIN. SEE ADDITIONAL NOTES ON SHEET L400.

1 / L502 DECIDUOUS TREE PLANTING
N.T.S. SECTION

Drawing: U:\202113.10 Polk Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\L500-L5XX - Landscape Details.dwg
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www.dtjdesign.com

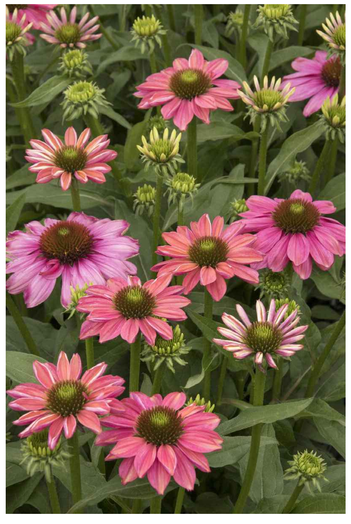
FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE
SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

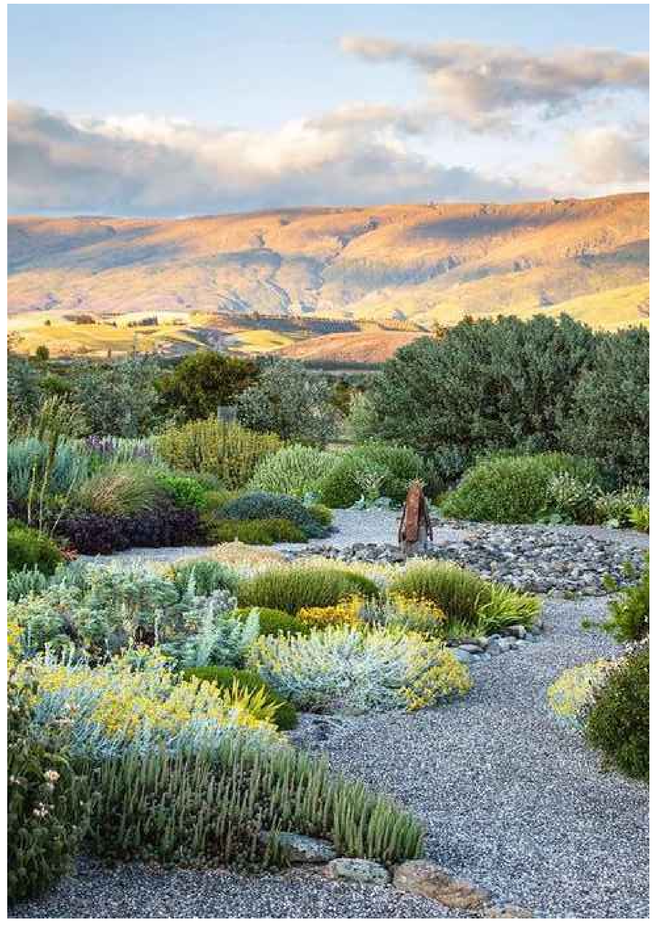
CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
CHECKED BY:	JJ, TR
PROJECT NO.:	202113.10
ISSUE DATE:	10/31/2023
REVISIONS:	

SHEET TITLE:
LANDSCAPE DETAILS

SHEET NUMBER:
L502





1
L503

CONCEPT IMAGERY

N.T.S.

IMAGE

Drawing: U:\2021113.10-Pole Canyon\05 CAD\Sheets\SD - Firefly NPA Phase A\L500-L5XX - Landscape Details.dwg
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FIREFLY - NPA 8, PHASE A TOWNHOME LANDSCAPE
SCHEMATIC DESIGN - SITE PLAN SUBMITTAL

CANDLELIGHT HOMES
EAGLE MOUNTAIN, UTAH

DRAWN BY:	JV, KI
CHECKED BY:	JJ, TR
PROJECT NO.:	202113.10
ISSUE DATE:	10/31/2023
REVISIONS:	

SHEET TITLE:

CONCEPT IMAGERY

SHEET NUMBER:

L503

WHEN RECORDED, RETURN TO:

Oquirrh Wood Ranch, LLC
14034 South 145 East, Suite 204
Draper, UT 84020

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

THE FIREFLY MASTER PLANNED COMMUNITY

July 5th, 2023

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AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 5th day of July, 2023, by and between Eagle Mountain City, a political subdivision of the State of Utah; Oquirrh Wood Ranch, LLC, a Utah limited liability company; White Hills Water Company, a Utah corporation; GSFJV, LLC, a Utah limited liability company; Grant Smith Farms, LLC, a Utah limited liability company; and PC Industrial, LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Owners own or control the Property.

C. Master Developer is under a contract with Owners to develop the Property.

D. The City and the Related Parties entered into the Prior Agreement governing the annexation and development of the Property.

E. Certain portions of the Property included in the Prior Agreement have been developed and sold to individual lot owners or bulk buyers of lots or prior subdivisions.

F. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.

G. Owners, Master Developer, and the City desire that Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this ARMDA.

H. Development of the Property will include the Intended Uses as defined in this ARMDA.

I. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer, and the general public.

J. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.

K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

L. Development of the Property pursuant to this ARMDA will also result in significant benefits to Owners and Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this ARMDA.

M. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

N. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of

Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

O. The parties understand and intend that this ARMDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2023).

P. The Zoning of the Property as the "Firefly Master Planned District" was authorized by the adoption of Ordinance # _____ on July 5th, 2023.

Q. This ARMDA and all of its associated "legislative", "broad, competing policy-considerations" and "generally applicable" decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on January 10th, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2023), in making a recommendation to the City Council.

R. The City believes that this ARMDA and the Zoning of the Property constitute the completion of the "legislative", "broad, competing policy-considerations" and "generally applicable" decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

S. The City intends that the implementation of those "legislative", "broad, competing policy-considerations" and "generally applicable" decisions through the provisions and processes of this ARMDA relating to "fixed criteria" are "administrative" in nature.

T. This City's entry into this ARMDA is authorized by the adoption of Ordinance # _____ on July 5th, 2023.

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, Owners and Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–M are hereby incorporated into this ARMDA.

1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1. ***Administrative Modifications*** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 22.

1.2.2. ***Administrator*** means the person designated by the City as the Administrator of this ARMDA.

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

1.2.4. ***ARC*** means the Architectural Review Committee created by the HOA.

1.2.5. ***ARMDA*** means this Amended and Restated Master Development Agreement including all of its Exhibits.

1.2.6. ***Buildout*** means the completion of all of the development on all of the Project in accordance with the approved plans.

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

1.2.8. ***City Consultants*** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

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

1.2.10. ***City's Vested Laws*** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".

1.2.11. ***Commercial Site*** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.

1.2.12. ***Commercial Site Plan*** means a Development Application for developing a Commercial Site that does not require a Subdivision.

1.2.13. ***Community Plan*** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".

1.2.14. ***Council*** means the elected City Council of the City.

1.2.15. ***Central Utah Water Project ("CWP")*** means the Central Utah Water Project.

1.2.16. ***CPAs 2 and 3*** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically addressed in Section 4.13.

1.2.17. ***Data Center*** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week, together with ancillary uses relating thereto (including, without limitation, electrical transmission, generation facilities, and power storage facilities.

1.2.18. ***Default*** means a material breach of this ARMDA.

1.2.19. ***Denial/Denied*** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.20. ***Development*** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site, or any of the Intended Uses.

1.2.21. ***Development Application*** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.22. ***Development Report*** means a report containing the information specified in Section 4.8 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.23. ***Dispute*** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.

1.2.24. ***Dispute Resolution Process*** means the processes for resolving any Dispute as specified in Section 20.

1.2.25. ***Final Plat*** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2023), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.26. ***Homeowner Association(s) (or "HOA(s)")*** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.27. ***Intended Uses*** means those uses allowed to be developed on the Property pursuant to the Community Plan and the Zoning.

1.2.28. ***Local District*** means that existing Pole Canyon Local District.

1.2.29. ***LUDMA*** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2023).

1.2.30. ***Master Developer*** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

1.2.31. ***Master Plan*** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".

1.2.32. ***Maximum Residential Dwelling Units ("Maximum RDUs")*** means the development on the Property of eight thousand seven hundred ninety (8,790) Residential Dwelling Units.

1.2.33. ***Mining Activities*** means exploring for, developing, extracting, removing, processing, or otherwise producing sand, gravel, metalliferous, or nonmetalliferous ores, oil, gas, or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure, or undertake other construction activities unrelated to the sale of earth products.

1.2.34. ***Mixed Use*** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are in different buildings but that share common features such as parking).

1.2.35. ***Notice*** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

1.2.36. ***Open Space*** means that definition as found in the City's Vested Laws as may be modified in the Community Plan.

1.2.37. ***Owners*** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.

1.2.38. ***Owners' Representative*** shall mean Nate Shipp.

1.2.39. ***Outsourc[e][ing]*** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.

1.2.40. ***Outsourced Work*** means any work performed pursuant to Outsourcing.

1.2.41. ***Parcel*** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.

1.2.42. ***Parks, Trails, and Open Space Plan*** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.

1.2.43. ***Parties*** means all or the relevant group of Owners, Master Developer, and the City.

1.2.44. ***Party*** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).

1.2.45. ***Phase*** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.46. ***Phase 1*** means that Phase of the Project described in Exhibit "H".

1.2.47. ***Prior Agreement*** means the "Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.

1.2.48. ***Private Improvements*** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.

1.2.49. ***Project*** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.

1.2.50. ***Property*** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit "A".

1.2.51. ***PTOS Schedule*** means the overall timing and dollar spend for parks, trails, and open space as set forth on page 3-06 of the Community Plan.

1.2.52. ***Public Infrastructure*** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.

1.2.53. ***Residential Dwelling Unit ("RDU")*** means a single unit intended to be occupied for residential living purpose.

1.2.54. ***RTI Overlay Zone*** means the zoning and project requirements and standards set forth in Chapter 17.48 of the City's Vested Laws and on Exhibit "K" attached hereto, regardless of any future modifications, sunset, or repeal of Chapter 17.48 of the City's Vested Laws.

1.2.55. ***School Site*** means a 10-acre site within the project for use as a public school as discussed in Section 13.

1.2.56. ***Subdeveloper*** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.57. ***Subdivision*** means the division of any portion of the Project into developable lots pursuant to LUDMA.

1.2.58. ***Subdivision Application*** means the application to create a Subdivision.

1.2.59. ***System Improvements*** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

1.2.60. ***Table of Use Distribution*** means that table attached as Exhibit "M" which is referenced in Section 4.3.1.1 of the ARMDA.

1.2.61. ***Technical Guidelines*** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "J".

1.2.62. ***Water Purchase Agreement*** means that agreement entered into between the City and Oquirrh Wood Ranch dated January 24, 2023 relating to the purchase by Oquirrh Woods from the City of 3,000-acre feet of water that the City has under contract with the CWP.

1.2.63. ***Zoning*** means the "Firefly Master Planned District" which is implemented by this ARMDA.

2. **Effect of ARMDA**. Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The Prior Agreement is hereby novated and superseded and shall be of no effect regarding the Property. The City and Owner shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

3. **Authority of Owners Representative to Bind Owners.** Owners represent and warrant that the Owners' Representative has, by virtue of separate agreements entered into among Owners and Master Developer authority from each of the Owners to exercise full control and management of the entitlement and planning of the Property, including without limitation the right to represent Owners in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each of the Owners hereby acknowledges, confirms, and ratifies its appointment of the Owners' Representative as such Owner's duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such Owners with respect to the planning and entitlement of the Property, and the other rights, obligations, and interests of the Owners as further set forth in this ARMDA. Without limiting the generality of the foregoing, each of the Owners further acknowledges that in no case shall any Owner (except for the Owners' Representative) have any rights whatsoever to exercise any control or management over the entitlements or development of any Property not owned by such Owner. Accordingly, the City and the Owners acknowledge and agree that the City shall work directly with and is conclusively permitted by the Owners to rely upon the decisions and representations made by the Owners' Representative.

4. **Development of the Project**.

4.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

4.2. **Land Uses within the Project, Configuration**. The Master Plan reflects the general

location and configuration of residential, industrial, and commercial development and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the ARMDA, including the other exhibits thereto.

4.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs. The RDUs may be moved between and among various portions of the Project as provided in the Community Plan.

4.3.1. ***Configuration of Maximum RDU's***. The general configuration of the Maximum RDU's is identified in the Community Plan. The Community Plan reflects the general location and configuration of PTOS, residential, commercial, and industrial uses within the Project. As identified in Note 3 of the Land Use Master Plan (page 2-01 of the Community Plan), the final configuration of the Maximum RDU's may be increased up to 20% in one or more residential NPA's so long as residential units are reduced in one or more other residential NPA's by the same number.

4.3.1.1. Table of Use Distribution. The number and type of Maximum RDUs shall be distributed through the Project as specified in Exhibit "M".

4.3.2. ***Commercial and Mixed Uses within the Project***. The use table starting on page 5-04 of the Community Plan sets forth the permitted and conditional commercial uses within the Project. Those uses listed as "P" (permitted) in the use table may be developed in up to 20% of the gross area of NPAs 9 & 12 as permitted uses without the loss of any of the Maximum RDU's. Any commercial uses in NPAs 9 & 12 beyond the 20% threshold shall be processed as conditional uses. Those uses listed as "C" (conditional) in the use table may be developed in any other NPA subject to the application and approval procedures for conditional uses set forth in the City's Vested Laws. Conditional commercial uses in any NPA, other than NPAs 9 or 12, shall result in a loss of the number of units per acre for the respective NPA applied to the gross commercial area developed unless the commercial is developed as Vertical Mixed Use. As an example, if the gross residential density of an NPA is 5 units/acre and Master Developer develops 2 acres of non-vertical mixed use commercial in that NPA, then the overall number of units approved for that NPA shall be reduced by 10. In the event that any conditional use includes shared area (parking, open space, retention, etc.) with a residential use, the shared area shall be reduced by half when calculating the total "commercial area developed" under this section.

4.4. **Master Developers' Discretion**. Notwithstanding anything to the contrary herein, including Section 4.10.1 regarding the development of Phase 1, nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase

based on such Master Developer's business judgment. Notwithstanding, Master Developer shall proceed with subsequent Phases or portions of the Project with reasonable diligence following the completion of a previous phase or portion. However, Master Developer may temporarily suspend development of the Project if, in Master Developer's discretion, political, economic, or other circumstances arise that would result in a materially adverse change to the financial success of the Project. Additionally, Master Developer may suspend development of the Project for a period of time upon Notice to the City. The Notice contemplated in this Section 4.4 shall contain the reason for the suspension and the proposed period for which development will be suspended. So long as Master Developer provides Notice as contemplated in this Section 4.4, then Master Developer shall not be considered to be in default for lack of reasonably and diligently proceeding with development.

4.4.1. ***Concurrency Management of Future Development***. Any future phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the City's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development, including all associated community benefits (including parks and open space as required by this ARMDA) as described and scheduled within the applicable Phase. Such improvements shall be completed within the time agreed upon by the City and Master Developer as a part of the approved Development Application. If no time for completion of the improvements can be mutually agreed upon, the matter shall be subject to the Dispute Resolution Processes defined in Section 20.

4.5. **Required Process**.

4.5.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

4.5.2. ***Building Permits.*** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan

or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.

4.5.3. ***City and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

4.5.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.

4.5.5. ***City Cooperation and Approval.*** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.

4.5.6. ***Outsourcing of Processing of Development Applications.***

4.5.6.1. Timing. Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.

4.5.6.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.

4.5.6.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

4.5.6.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

4.5.6.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.

4.5.7. ***Acceptance of Certifications Required for Development Applications*.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

4.5.8. ***Independent Technical Analyses for Development Applications*.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 4.5.6 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.6 with the actual and reasonable costs being the responsibility of Applicant.

4.5.9. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

4.5.10. ***City Denial of a Development Application*.** If the City denies a Development

Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).

4.5.11. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.

4.5.12. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.

4.5.13. ***Construction Prior to Completion of Infrastructure***. Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.

4.5.14. ***Outsourcing of Inspections.***

4.5.14.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.

4.5.14.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.

4.5.14.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and

the IFC.

4.5.14.4. Final Payment. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

4.5.14.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2023), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the City's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the City a Development Report showing any RDUs used with the Development and the RDUs remaining with Owners and Master Developer and for the entire remaining Project.

4.8. **Development Report.** With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

4.8.1. ***Ownership.*** The ownership of the property subject to the Development Application;

4.8.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;

4.8.3. ***Units and Uses Transferred or Remaining.*** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer;

4.8.4. ***Parks, Trails, and Open Space.*** The amount, type, location, and timing of any Parks, Trails, and Open Space; and

4.8.5. ***Material Effects.*** Any material effects of the sale on the Community Plan.

4.9. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Owners to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the City a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer and any material effects of the sale on the Community Plan.

4.9.1. ***Return of Unused RDUs.*** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Owners and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer. Notwithstanding, Master Developer shall use commercially reasonable efforts to not develop multi-family units at a significantly disproportionate rate to single-family units.

4.10.1. ***Phase 1***. Master Developer shall begin seeking approvals for Phase 1 as soon as commercially practicable after the execution of this ARMDA and shall prosecute the approvals and begin development of Phase 1 as soon as commercially practicable after receiving the required approvals.

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property, then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed at Master Developer's discretion with industrial or commercial uses as are approved in the Community Plan and the RTI Overlay Zone. The use of any future property as residential will require a Legislative Amendment to this ARMDA. The Development of such future property shall also require Master Developer to meet the same levels of service for Public Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA. If future property is annexed into the ARMDA pursuant to this Section 4.11 and such property is immediately adjacent to any residential uses in the City, then such future property shall be buffered from such residential use(s) as required by the City's Vested Laws. If the future property is immediately adjacent to industrial and/or commercial located in the City, no such buffering requirements shall apply to the development of the future property annexed into the

ARMDA. This paragraph does not apply to any property located outside City limits unless it is annexed into the City.

4.11.1. ***BSA Property***. Master Developer, City, and the Utah National Parks Council previously entered into a Donation Agreement wherein Master Developer donated 100 acres from within the original Project to the Utah National Parks Council. The 100 acres are more fully described as the "BSA Property" in the attached Exhibit "A". The Donation Agreement includes a Right of Reversion in favor of the City where, under certain conditions, the 100 acres of BSA Property will be transferred to the City. The Parties acknowledge that those reversionary conditions have been satisfied under the Donation Agreement. Accordingly, Master Developer and City anticipate entering into a separate agreement with the Utah National Parks Council (or its successor entity) wherein the 100 acres will be transferred back to Master Developer and developed according to the Community Plan as a part of the Project. When the 100 Acres are transferred back to the Master Developer, then this ARMDA shall be recorded against the 100 Acres and Master Developer shall develop the 100 Acres as set forth herein. If the 100 Acres are not transferred to the Master Developer, then Master Developer shall not have any obligation to improve or otherwise develop the 100 Acres and the parks, trails, and open space improvements planned for the 100 Acres shall be reduced from Master Developer's obligations for parks, trails, and open space under this Agreement.

4.12. **Withdrawal of Property**. Master Developer may, in its discretion, request to have any portion of the Project automatically withdrawn from this ARMDA so long as the property proposed for withdrawal is vested with zoning and or development rights under a separate approval from the City. Upon such request for withdrawal, the property proposed for withdrawal will automatically be withdrawn from this ARMDA and the Master Developer, owner of such property, and Administrator shall execute and cause to be recorded a notice of such withdrawal with the Utah County recorder.

4.13. **Special Provisions Regarding CPAs 2 and 3.**

4.13.1. ***Standards for Relocation.*** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the Project, or onto potential future property, if:

4.13.1.1. Size. The size of the new, replacement areas, are at least 90% as large as the area(s) being replaced.

4.13.1.2. Functionality. The new, replacement areas, are substantially similar to the area(s) being replaced in terms of their suitability for development as commercial properties.

4.13.2. ***Process.*** The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.13 shall be processed as an Administrative Modification.

4.14. **Special Provisions Regarding Data Centers**. The RTI Overlay Zone applies to the property described in Exhibit "L" for the term of the ARMDA and in addition to the underlying zoning and uses as set forth herein. With respect to property within the RTI Overlay Zone, Owner, Master Developer,

or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the RTI Overlay Zone described in Exhibit "K". The right provided in this Section 4.14 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners, and Master Developer intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer and Owners "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

5.2.1. ***Master Developer Agreement.*** City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

5.2.2. ***State and Federal Compliance.*** City's Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

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

5.2.4. ***Taxes.*** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

5.2.5. ***Fees.*** Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. ***Compelling, Countervailing Interest.*** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).

5.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023)) and the United States, the City's authority to

limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2033. If as of that date Owners or Master Developer are in compliance with Section 4.4 of this Agreement and have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2043, and, thereafter, for one (1) additional period of five (5) years. This ARMDA shall also terminate automatically at Buildout.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the City's Vested Laws. Subdevelopers may not submit a Development Application under the City's Future Laws without the consent of the Master Developer and Owners.

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure**.

9.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the City's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the City it shall be provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

9.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the City's Vested Laws in conformance with LUDMA.

9.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to City requirements for the payment of property taxes, inspections, and approval before acceptance by the City. The City shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

9.3. **Culinary Water.** The plans for providing culinary water for the Project are specified in Exhibit "E" and the City has entered into the Water Purchase Agreement.

9.4. **Sanitary Sewer.** The plans for providing sanitary sewer for the Project are specified in Exhibit "F".

9.5. **Storm Water.** The plans for handling storm water for the Project are specified in Exhibit "G".

9.6. **Secondary Water.** Because the HOA will enforce water-wise regulations in the Project, Master Developer does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as an "Administrative Amendment" pursuant to the provisions of Section 22. Notwithstanding, Master Developer will utilize secondary water for irrigation in all of the Community Parks so long as the City delivers adequate secondary water infrastructure to the boundary of the Project to serve such areas. The City agrees to accept from Master Developer secondary water rights or shares in satisfaction of the water dedication requirements in areas where secondary water is used for irrigation and, accordingly, no other culinary or secondary water dedications shall be required of Master Developer for those areas. Master Developer shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

9.6.1. ***Exception for Data Center Uses***. Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize secondary water so long as such usage complies with all local, state, and federal laws.

9.7. **Public Infrastructure Financing**. Concurrently with the adoption of this Agreement, the City has adopted Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9.8. **Local District.** The Local District shall be continued without modification.

9.9. **No Off-Project Impacts.** The Parties acknowledge that the Project does not require Master Developer to construct any off-Project Public Improvements except as may be specified in the Sanitary Sewer Master Plan, Exhibit "F".

9.10. **Impact Fees.**

9.10.1. ***Preparation and Adoption of Capital Facilities Plan and Impact Fee.*** The City shall, after execution of this Agreement, during its normally scheduled time initiate and schedule amendments to the City's current capital facilities plan with respect to any Public Infrastructure and Improvements to be financed with the assistance of the City. The Parties acknowledge that significant studies have previously been performed by AQUA Engineering and other engineering consultants retained by Master Developer with respect to the consideration of certain System Improvements, and such studies have been useful in the City's preparation of amendments of the City's Capital Facilities Plan (but such studies will not be adopted as amendments to the City Capital Facilities Plan). Upon completion and approval by the City of an amended capital facilities plan, the City shall consider an Impact Fee ordinance with respect to the facilities described in the amended City's Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting Master Developer, if applicable.

9.10.2. ***Public Safety.*** The Project shall be subject to the City's impact fees for public safety subject to any credits that may accrue to Master Developer or Owner due to their potentially contributing land or buildings for such system improvements.

9.10.3. ***Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation.*** The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails, and Open Space; Culinary Water; Storm Water; Sanitary Sewer; and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses). Accordingly, the Property is exempt from any current impact fees for those systems. Notwithstanding the foregoing, any portion of the Property located in the South Service Area (SSA, as that term is defined in the City's Impact Fee Analysis as of the date of this Agreement) shall pay the portion of the Sewer impact fees attributable to the costs of treatment. If the City later adopts any impact fees that increase the "level of service" of any system improvements for those systems then Owners and Master Developer acknowledge that, subject to compliance by the City with all laws regarding such later-adopted impact fees, such impact fees related to increased levels of service may then be applicable to the Property.

9.10.4. ***Construction Alternative.*** Master Developer shall have the right to construct any of the System Improvements required for any Development. If Master Developer chooses to construct any such System Improvements the City shall not charge Master Developer or any Subdeveloper any impact fees for such System Improvements.

9.10.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.10.3 shall not be allocated for use by other properties without preserving sufficient capacity to provide services to the Project.

9.11. **Exceptions**. Except with respect to impact fees related to sewer treatment, Sections 9.7 (Public Infrastructure Financing) and 9.10.3 (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in the property within the RTI Overlay Zone as set forth in Exhibit "L" and the other provisions of this Section 9 will only apply to such property as agreed between the Owner of such property and Master Developer. Further, any lien or imposition arising under Section 9.7 hereof shall not encumber the property within the RTI Overlay Zone as set forth in Exhibit "L".

10. **Upsizing/Reimbursements to Master Developer.**

10.1. **"Upsizing".** The City shall not require Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

10.1.1. ***Fair Treatment.*** In calculating any reimbursements to the Master Developer, the City shall be consistent in using the same methodology as it uses in its Infrastructure Facilities Plan, Impact Fee Analysis, and Impact Fee ordinance.

10.2. **Dispute Resolution**. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Parks, Trails, and Open Space**.

11.1. **General Statement.** Except as limited by Section 4.11.1 (regarding the addition of the BSA Property), Developer shall install at least 356 acres of Parks, Trails, and Open Space within the Project. The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. **Timing of Dedication and Improvements.**

11.2.1. ***Phase 1 Parks, Trails, and Open Space Improvements***. Phase 1 of Park A, Phase 1 of Park C, and the White Hills Parks will be completed and dedicated to the City before the issuance of the 336th building permit for the project. Notwithstanding, and subject to the following sentence, the City agrees to accept, review, and conditionally approve applications for building permits beyond the 336th permit. However, no building permits will actually be issued to Master Developer until such time as Phase 1 of Park A and Phase 1 of Park C are substantially complete. The completion of Phase 1 of Park A and Phase 1 of Park C will be credited toward the "PTOS Spend" set forth in the PTOS Schedule.

11.2.2. ***Additional Parks, Trails, and Open Space Dedications and Improvements***. Master Developer agrees to spend at least the "PTOS Spend" in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails, and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only the Phase 1 improvements and dedications described in 11.2.1 above, Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule.

11.2.3. ***Security in Lieu of Completion***. The timing of parks, trails, and open space improvements shown on page 3-05 of the Community Plan are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide the City with security for the costs of improving those parks. Such security shall be provided in an amount of $9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City. By way of example only, if Master Developer is unable to secure commercially reasonable rates for the parks, trails, and open space improvements planned from the 2,500th – 3,750th building permits, then Master Developer may post security with the City at a rate of $9,000 per Residential Dwelling unit for each building permit pulled beyond the 2,500th building permit.

11.3. **Operation and Maintenance.**

11.3.1. ***Dedicated Parks*.** Parks shown on the Parks, Trails and Open Space Plan as being "Regional" or "Community" dedicated to a governmental agency (and other Parks, Trails or Open Space designated as such during approval of a Development Application) shall, upon the completion of any improvements, be dedicated to the City or to any other applicable governmental entity. The City and Master Developer shall cooperate to determine which entity those parks are transferred to. These parks shall be operated and programmed by the dedicated entity.

11.3.1.1. Contract with HOA for Maintenance. The dedicated entity shall enter into an agreement with the HOA to maintain these parks on a park-by-park basis in the form generally as attached as Exhibit "I". The term of those agreements shall each be five (5) years with the option of the HOA to renew for three (3) additional 5-year periods so long as the HOA is not in default under the particular maintenance agreement.

11.3.1.2. Water. If Owner or Master Developer dedicate water rights for any of the Parks, Trails, or Open Space to the City or to any other governmental entity then that entity shall actually use the dedicated water to water the Parks, Trails, or Open Space for which the water was dedicated unless prohibited by State law.

11.3.2. ***Other than Dedicated Parks.*** Other than for those parks dedicated pursuant to Section 11.3.1, the HOA shall be responsible for operating and maintaining all of the parks, trails, and open space identified in the Parks, Trails, and Open Space Plan.

12. **Additional Easements**. Master Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property. To the extent that the Master Developer's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Master Developer, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power. Master Developer acknowledges that it is the responsibility of Master Developer to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

13. **Option to Purchase School Site**. Pursuant to Section 8 of that particular Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Alpine School District dated as of May 14th, 2019, the Eagle Mountain Redevelopment Agency (which is a limited purpose local government entity created under Title 17C of the Utah Code and whose governing board is composed of members of the City Council) has an obligation to donate to Alpine School District a "usable" 10-acre site "in close proximity to a developing residential area." Master Developer and/or Owners hereby grant to City an exclusive option to purchase the School Site to satisfy the Eagle Mountain Redevelopment Agency's donation requirement under the 2019 Interlocal Cooperation Agreement. The option to purchase the School Site shall be exercised on or before December 31, 2025. Prior to exercising the option to purchase the School Site, Master Developer, City, and Alpine School District shall work together to mutually agree upon the location of the School Site and such agreement shall be in writing and shall acknowledge that the Eagle Mountain Redevelopment Agency's obligation is satisfied upon the transfer of the School Site to Alpine School District.

13.1. **Determination of Purchase Price for School Site**. Upon exercising its option to purchase the School Site, the City shall pay to Master Developer the fair market value of the School Site as determined by an appraisal dated within six months of the purchase. The Parties acknowledge that Master Developer may transfer the units displaced by the School Site within the same or to another NPA within the Project as permitted herein. Accordingly, the appraisal to determine the fair market value of the School Site will not account for the displaced units and the appraised value of the School Site shall be established by fixing the underlying land use as "school", "civic", or other similar while also considering other relevant appraisal factors. Notwithstanding, if the RDU's displaced by the School Site result in a loss of value on a unit-for-unit basis (as determined by an appraisal that considers the units planned for the School Site and which is separate from the appraisal to determine the fair market value of the School Site), then City shall pay to Master Developer the difference in the lost value as additional compensation for the School Site. For example, if there are 30 single-family detached RDU's allocated to the School Site that appraise at an average value of $100,000 per RDU, but the same single-family RDU's are displaced by the School Site and are consequently only able to be developed as townhome RDUs with an average appraised value of $90,000 per RDU, then City shall pay to Master Developer, in addition to the appraised land value of the School Site, the difference in the appraisal prices for the 30 RDU's ($300,000) that are displaced by the School Site. Any change in the type of RDU's that are displaced from the sale of the School Site shall not be counted against the maximum number of RDU's by type as set forth in the Table of Use Distribution.

13.2. **Payment of Purchase Price for School Site**. The purchase price for the School Site shall be paid by the City by one or both of the following methods at the option of the City: (a) the City's waiver of any fees (other than impact fees) in an amount of 50% of those fees due and owing to the City in connection with any Development Application or inspection associated with any Development of the Project and until the full purchase price is off-set with such waiver; or (2) the City's payment to Master Developer using general fund or other revenues legally authorized to be paid by the City for the purchase of real property. Beginning on July 1, 2024, the City agrees to pay interest on any unpaid amount of the purchase price for the School site at an interest rate equal to 3.0% annum.

14. **Institutional or Civic Uses**. The use of property in Project for public or private schools, churches, or governmental buildings or uses shall not result in a reduction of the Maximum RDUs.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

16. **Cable TV/Fiber Optic Service**. Subject to all applicable federal and state telecommunications laws and regulations, Master Developer may cause to be installed underground within any public rights-of-way within the Project, conduits, cable service, and/or fiber optic lines at no expense to the City. Master Developer may contract with any telecommunications provider of its own choice and allows such contractor to use the Developer installed conduit in the public rights-of-way, subject to such contractor first obtaining necessary approvals and franchise agreements from the City. Developer acknowledges that this provision applies only to Developer-installed conduits in the public rights-of-way and does not prohibit other telecommunications providers from installing conduits, cable service, and/or fiber optic lines within the same public rights-of-way. Additionally, and subject to all applicable federal and state telecommunications laws and regulations, the Parties acknowledge that Developer may cause to be installed any conduits, cable service, and/or fiber optic lines within privately owned areas of the Project and that in connection with such installation, Developer may grant exclusive access and/or easements to one or more telecommunications providers for such privately placed conduits, cable services, and/or fiber optics. Notwithstanding, Data Center uses shall have the express right to contract for independent fiber optic service from multiple providers and grant any related access or easements to such providers, and shall be excluded from such exclusive access and/or easement restrictions set forth in this Section, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with Master Developer or its assignees.

17. **On-Site Processing of Natural Materials**. Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the City prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah

and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The City shall issue a land disturbance permit if the standards of this Section 17 are satisfied. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

17.1. **Mining In RTI Overlay Zone**. Notwithstanding anything to the contrary herein, Owners, Master Developer, and the City acknowledge that Mining Activities are prohibited under the current applicable Zoning for the property within the RTI Overlay Zone as set forth in Exhibit "L" and, without the written consent of the owner such property, the City staff will not support or initiate any zoning application or change to allow any Mining Activities to be conducted on, under, or within such property. Upon the request of the owner of such property to allow Mining Activities, the City agrees to allow Mining Activities consistent with section 17 hereof.

18. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire, and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

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

19.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and

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

19.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

19.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

19.3.1. ***Law and Equity.*** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.

19.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

19.3.3. ***Future Approvals.*** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

19.4. **Public Meeting.** Before any remedy in Section 19.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

19.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 19.3 without the requirements of Sections 19.4. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

19.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

20. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows.

20.1. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

20.2. **Mediation of Disputes.**

20.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 20.3 shall be mediated.

20.2.2. ***Mediation Process.*** If the City and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days,

review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

20.3. **Arbitration of Disputes.**

20.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

20.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 20.2.

20.3.3. ***Arbitration Process.*** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

20.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fourth District Court.

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

To Master Developer: Oquirrh Wood Ranch, LLC
Attn: Nathan Shipp
14034 South 145 East, Suite 204
Draper, Utah 84020
nate@daiutah.com

With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To Owner's Representative:	Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To City:	Eagle Mountain City Attn: City Manager 1650 East Stagecoach Run Eagle Mountain, UT 84005 pjerome@emcity.org
With a Copy to:	Eagle Mountain City Attn: City Attorney 1650 East Stagecoach Run Eagle Mountain, UT 84005 mdraper@emcity.org

21.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. ***Hand Delivery.*** The day it is delivered personally or by courier service.

21.1.2. ***Electronic Delivery.*** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

21.1.3. ***Mailing.*** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Modifications.**

22.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

22.1.1. ***Modification of CPAs 2 and 3***. The modification/relocation of CPAs 2 and 3 as provided in Section 4.13.

22.1.2. ***Infrastructure***. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

22.1.3. ***Minor Amendment***. Any other modifications deemed to be minor modifications by the Administrator.

22.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

22.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

22.3.1. ***Referral as Amendment.*** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 23.

22.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

23. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owners or an assignee that succeeds to all of the rights and obligations of the Owners and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. ***Identification of Property.*** Identify the property or properties affected by the Modification Application.

23.2.2. ***Description of Effect.*** Describe the effect of the Modification Application on the affected portions of the Project.

23.2.3. ***Identification of Non-City Agencies.*** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

23.2.4. ***Map.*** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

23.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.4. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.5. **Planning Commission Review of Modification Applications.**

23.5.1. ***Review.*** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.

23.5.2. ***Recommendation.*** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.7. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this ARMDA and/or the City's Vested Laws (or, only to the extent permissible under this ARMDA, the City's Future Laws).

23.8. **Disputes.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

24. **Two-year Reviews**. Every two years after the execution of this ARMDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The City shall these reviews at City Hall and schedule a special work session outside of the regular City Council meeting schedule. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2026 and then every two years thereafter. The Parties shall not be required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the consideration of the Parties pursuant to Sections 22 and 23.

25. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 20.2.

27. **Headings.** The captions used in this ARMDA are for convenience only and a not intended to be substantive provisions or evidence of intent.

28. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

29. **Assignability.** The rights and responsibilities of Owners and/or Master Developer under this ARMDA may be assigned in whole or in part by Owners and/or Master Developer with the consent of the City as provided herein.

29.1. **Sale of Lots.** Owners and Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners and Master Developer.

29.2. **Related Entity.** Owners' transfer of all or any part of the Property to any entity "related" to any Owners (as defined by regulations of the Internal Revenue Service), Owners or Master Developer's entry into a joint venture for the development of the Project or Owners' pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners. Owners and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

29.4. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

29.5. **Partial Assignment.** If any proposed assignment is for less than all of Owners or Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Owners and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

29.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

29.7. **Dispute Resolution.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

29.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

30. **Binding Effect.** If Owners sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

31. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

32. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

34. **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.

35. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the City, Owners, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Nate Shipp. The Owners' Representative shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

37. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements

and to make such inspections and tests as are allowed or required under the City regulations.

38. **Agricultural and Agricultural Related Uses of Property.**

38.1. **Generally**. The Parties acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that this ARMDA and the Community Plan contemplates that such agricultural and agricultural related uses may continue in portions of the Property. Agricultural and agricultural related uses which continue under the terms of this ARMDA may not be expanded or enlarged beyond the scope of operations in place as of the date of this ARMDA and shall not be materially changed unless the change is consistent with the Community Plan. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Vested Laws.

38.2. **Agricultural Use Prior to Development.** Anything herein to the contrary notwithstanding, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Owners and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

39. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

40. **Applicable Law.** This ARMDA 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.

41. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

42. **Entire Agreement.** This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

42.1. **Preservation of White Hills Water Company.** An Agreement styled "White Hills Water Company Transition and Acquisition Agreement with Eagle Mountain City" dated January 19, 2010 between White Hills Water Company, Inc. and Eagle Mountain City, along with any amendments, is hereby specifically preserved.

43. **Conflicts.** The City's Vested Laws shall apply to each Development Application except as the City's Vested Laws are modified by this ARMDA (including all exhibits thereto).

44. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed

with the City Recorder and each Party shall also have an identical copy.

45. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on July 5th, 2023.

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 pages]

CITY

EAGLE MOUNTAIN CITY

_____
TOM WESTMORELAND, Mayor

ATTEST

_____
FIONNUALA B. KOFOED, City Recorder

_____
Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2023, personally appeared before me TOM WESTMORELAND, 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 City Council and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

_____
NATHAN SHIPP, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2023, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

_____
NATHAN SHIPP, Manager

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

_____
NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

_____
NATHAN SHIPP, Manager

PC INDUSTRIAL, LLC
A Utah limited liability company

_____
NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of **WHITE HILLS WATER COMPANY, INC.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **GSFJV, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2023, personally appeared before me _____, duly sworn, did say that they are the _____ of **GRANT SMITH FARMS, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **PC INDUSTRIAL, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Master Plan
Exhibit "C":	Community Plan
Exhibit "D":	City's Vested Laws (on file with City Recorder's Office)
Exhibit "E"	Culinary Water System Plan
Exhibit "F"	Sanitary Sewer System Plan
Exhibit "G"	Storm Water Plan
Exhibit "H"	Phase 1 Plan
Exhibit "I"	Park Maintenance Agreement
Exhibit "J"	Technical Guidelines
Exhibit "K"	RTI Overlay Zone
Exhibit "L"	Legal Description of Property Within RTI Overlay Zone
Exhibit "M"	Table of Use Distribution

EXHIBIT A

Legal Description of Property

PROJECT 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 OF142.86 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 OF65.85 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 OF110.00 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 OF209.45 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 OF66.13 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.

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

DEVELOPMENT AREA 1 AREA CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

PROJECT AREA 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 SOUTHWEST CORNER OF TYSON SUBDIVISION 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 2668.91 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 SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 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 2158.28 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 772.6701 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, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

PROJECT AREA 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, 797.11FEET, 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 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0°38'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°23'25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 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: 57,507,974SQ. FT., OR 1,320.201 AC.

BSA PROPERTY

(To be included pursuant to Section 4.11.1 of the ARMDA)

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 UTAH, 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 WEAST-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, 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

EXHIBIT B

Master Plan

[see following page]

EXHIBIT C

Community Plan

[see following pages]

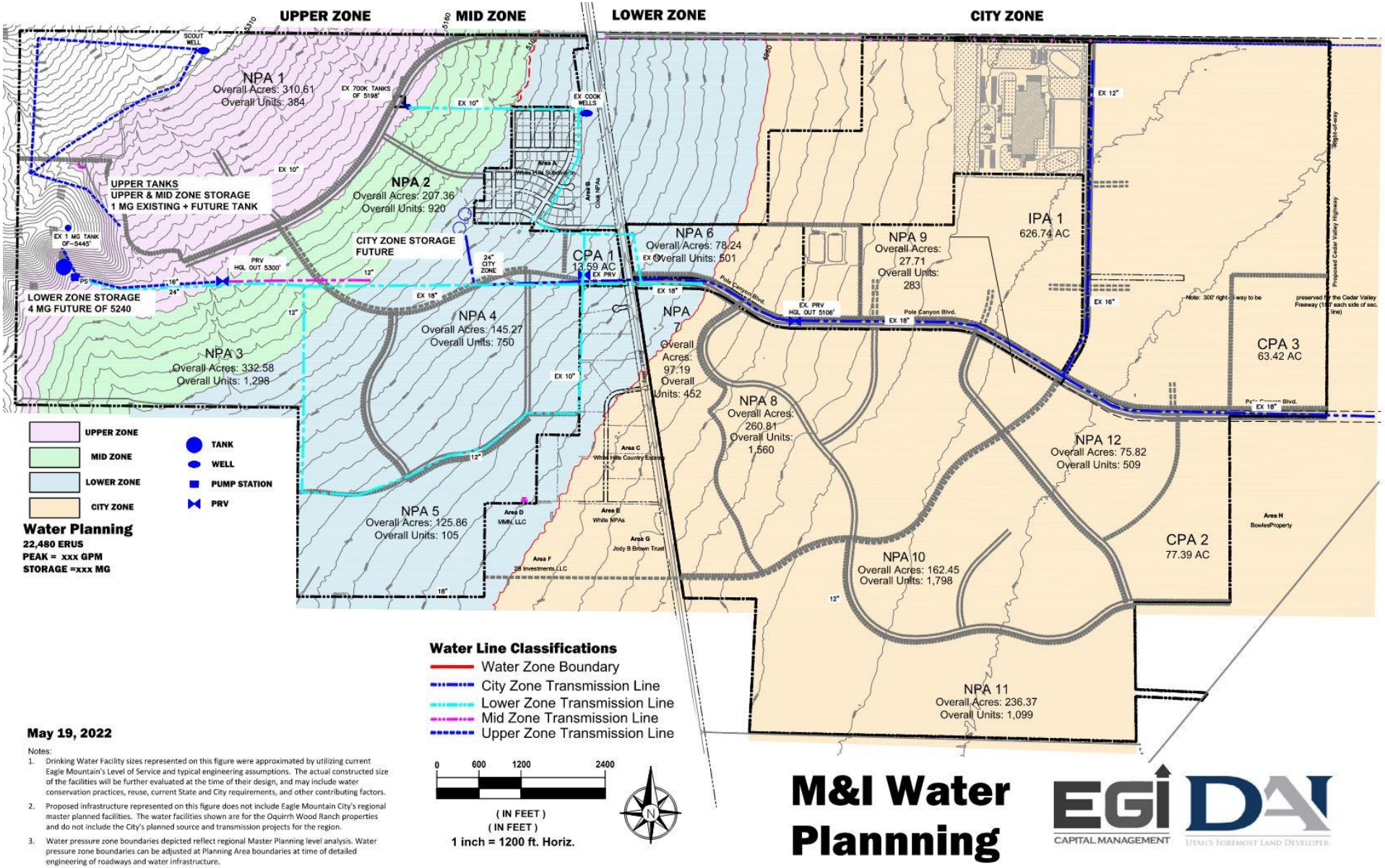
EXHIBIT D

City's Vested Laws

[on file with City Recorder's Office]

EXHIBIT E

Culinary Water System Plan



May 19, 2022

Notes:

1. Drinking Water Facility sizes represented on this figure were approximated by utilizing current Eagle Mountain's Level of Service and typical engineering assumptions. The actual constructed size of the facilities will be further evaluated at the time of their design, and may include water conservation practices, reuse, current State and City requirements, and other contributing factors.
2. Proposed infrastructure represented on this figure does not include Eagle Mountain City's regional master planned facilities. The water facilities shown are for the Oquirrh Wood Ranch properties and do not include the City's planned source and transmission projects for the region.
3. Water pressure zone boundaries depicted reflect regional Master Planning level analysis. Water pressure zone boundaries can be adjusted at Planning Area boundaries at time of detailed engineering of roadways and water infrastructure.

WEST SIDE SERVICE AREA - DRINKING WATER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide drinking water to the West Side Service Area (WSSA). This planning covers the property within the Pole Canyon Community Plan being property controlled by Oquirrh Wood Ranch (OWR). It is intended that this document be the basis for planning infrastructure and identifying probable water demands for the WSSA. The information included will be a guide for development of the water system facilities in serving both current and future needs. The document will focus primarily on System Level Infrastructure.

The specific objectives of the document include:

- Identify Level of Service parameters for the drinking water system
- Quantify existing demands on the drinking water system
- Identify existing infrastructure with allocated capacity
- Estimate future growth demands
- Identify System Level Improvements & pressure zone boundaries

Existing Water System

During the late 1970's and early 1980's the existing water system was constructed. The system was owned and operated by the White Hills Water Company (WHWC). Currently 121 residential connections are provided water services for both indoor and outdoor demands. In 2008 OWR Principals took over the ownership and operation of the WHWC. In 2010, OWR and Eagle Mountain City entered an agreement that, after certain conditions were met, the existing water system would be phased into the City, wherein the City would own and operate the facilities. Any excess capacities within the source, storage, and distribution systems conveyed to the City would be reserved for OWR for future development. OWR made improvements to the water system as well as constructed new water pipelines. The following are existing facilities that have been or are planned to be provided to the City:

Source – The current water supply is from groundwater sources through two wells (Cook Well #1 & #2). Cook Well #1 was the original source of water for the WHWC. In 2017 OWR as Owner/Operator the WHWC replaced the well pump in the Cook Well #1 and per Division of Drinking Water requirements drilled a second well, Cook Well #2 to provide a redundant water source for the system. Both wells are within the same site. Each well have been rated at a capacity of 1,200 gpm each with their current installed pumps while pumping to the existing White Hills lower tanks site. At present, the two wells combined authorized capacity is rated as 1,200 gpm due to the need of a redundant water source. At such time additional water source is developed to feed into the west service area then the present combined capacity can be increased to 2,400 gpm. From well logs and a hydrogeologic evaluation the potential capacity of each well is approximately 2,200 gpm. Again, at such time additional water source is developed to feed into the west service area then the potential combined capacity can be increase to 4,400 gpm The following table provides source capacity and includes existing residents Peak Day Demands being served by the Cook Wells #1 and #2:

Table: Existing Source Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Proposed Increased Capacity (gpm)
Original Cook Well #1	1,200	100	1,100	2,200
New Cook Well #2	1,200	0	1,200	2,200

Transmission/Distribution – Pipe diameters are reported to range from 6-18 inches in diameter. Improvements have been made to pipelines in accordance with condition of acceptance of the pipelines by the City. Namely replacement of a 10" water line in Wilson Ave. with 10" C900 PVC, a casing crossing of Hwy 73 with 10-inch C900 PVC, and a 10-inch PVC C900 line has been installed along the east side of Hwy 73. A PVC C900 line has also been installed to the White Hills Country Estates Subdivision. From SR-73 to the Tyson Foods site an 18-inch PVC C900 line was installed during November & December of 2019. The transmission line capacity will also be utilized by OWR for future developments. An 18-inch PVC C900 transmission line was constructed to the west of SR-73 as a transmission line to a future tank. This line still needs to be tested and commissioned. The capacity in the following table was estimated using a velocity of five feet per second for peak flows.

Table: Transmission Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Pipe Length (ft)
Pole Canyon Blvd 18 - Inch C900 WL to Tyson Pkwy	3,621	750 (20.7%) Tyson Demands	2,871 (79.3%)	6700'
Tyson Pkwy 16-Inch C900	2,884	750 (26.0%) Tyson Demands	2,134 (74.0%)	3250'
Tyson Pkwy 12-Inch C900	1,661	28 (1.7%) Tyson 1.5" Connection	1,633 (98.3%)	1600'
West Transmission Line 18-inch C900	3,621	0	3,621 (100%)	4585'

Storage – There are currently three storage tanks within the system. However only the two lower tanks are active and online and under ownership and operation of the City. The upper tank will be placed into the system once a transmission line is activated to the tank. All tanks were constructed of steel. All three tanks have been refurbished with new coatings and other repairs to bring them into compliance. The storage tanks are summarized in the following table and includes existing residents and Tyson Foods Peak Day Demands:

Table: Existing Storage Tank Summary

Name	Capacity (gal)	Existing System Use (gal)	OWR Available Capacity (Gal)	Overflow Elevation (ft)
Lower Tank #1	220,000	220,000	0	5198'
Lower Tank #2	550,000	548,000	2,000	5198'
Upper Tank	1,000,000	0	1,000,000	5445'

The water storage tank capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

Pressure Zones – There are currently three pressure zones in the system. The main zone that provides pressure to White Hills Subdivision. The City zone that through a PRV provides pressure to Tyson Foods. A smaller zone provides decreased pressures to the White Hills Country Estates through a PRV.

<u>Future System</u>

Level of Service Requirements - The Eagle Mountain drinking water system provides indoor water, outdoor irrigation and fire protection. The following are proposed level of service parameters for the WSSA demands, and pressure requirements. These parameters include some as currently found in the City's proposed 2021 Impact Fee Facility Plan (IFFP '21), or as proposed by OWR:

- 20 psi residual pressure during Peak Day + Fire Flow Events (IFFP '21)
- 30 psi during peak instantaneous demands (IFFP '21)
- 40 psi during peak day demands (IFFP '21)
- 0.30 Ac-ft/yr for single family indoor (HAL Memo dated July 26, 2022).
- 0.24 Ac-ft/yr for multi family or active adult (HAL Memo dated July 26, 2022).
- 3.20 Ac-ft/yr for outdoor turf grass landscaping (HAL Memo dated July 26, 2022).
- 1.43 Ac-ft/yr for outdoor water-wise/xeriscape (HAL Memo dated July 26, 2022).
- 375 gpd/ERC for peak indoor day demand single family – (Minimum Sizing Standard, Division of Drinking Water for Saratoga Springs letter dated March 31, 2020)
- 300 gpd/multi family or active adult residence peak indoor day demand (20% reduction to SF)

- 5.0 gpm/irrigated acre for peak outdoor day demand as turf (increased from City's 3.96 gpm/irrigated acre demand by 25%)
- 2.23 gpm/irrigated acre for peak outdoor day demand as xeriscaping/water wise landscape (44.69% of turf demand per HAL Memo dated July 26, 2022).
- 268 gpd per single family indoor storage (average day demand per HAL Memo dated July 26, 2022).
- 214 gpd per multi family or active adult indoor storage (reduction of single family by 20%)
- 2848 gpd per irrigated acre for outdoor storage (City 2021 LOS per IFFP).
- Commercial and Industrial demands, water rights, and storage will be determined on a case by case basis and established on fixture counts or use data.
- Minimum residential fire flow is anticipated as 1500 gpm for 2 hours for new construction (Actual will depend on Fire Marshall requirements for Industrial and Commercial).
- Minimum fire flow for industrial/commercial is anticipated as 3000 gpm for 3 hours (Tyson Foods – Ph 1)

Outdoor landscaping for each area will be determined by the Developer utilizing some waterwise/xeriscaping. Water demands, storage, and source will be computed utilizing the above referenced level of service.

Planned ERUs – The Development Agreement update provides for 9659 residential ERU's.

Planned Pressure Zones – The attached figure provides for the proposed location of the planned pressure zones. The Upper and Mid Zones storage will be through the Upper Tank HGL. The Lower Zone storage will be through a planned 4MG tank with augmented flows from the Upper Tank during emergencies through a PRV. The existing Lower Tanks HGL do not fit into the proposed pressure zones and may need to be utilized separately. The Industrial/City Zone is planned to provide storage through PRVs from the new 4 MG Lower Tanks HGL until lower tanks for this pressure zone are constructed. However, during an emergency the zone is also connected to the City's Main Zone through a PRV for fire flows. It was anticipated that zone boundaries provide the minimum City pressure standards with a maximum pressure of 120 psi.

<u>Future Facilities</u>

Source/Pumping – Water source pump stations will be provided for each zone. The stations will be sized for each zone utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the Upper, Mid and Lower Zones.

For water supplied to the Pole Canyon Community Plan area by Central Utah Water Conservancy District (Central Water Project) the end user shall pay for the "source" component of the CUP water at the City's then current fees and rate.

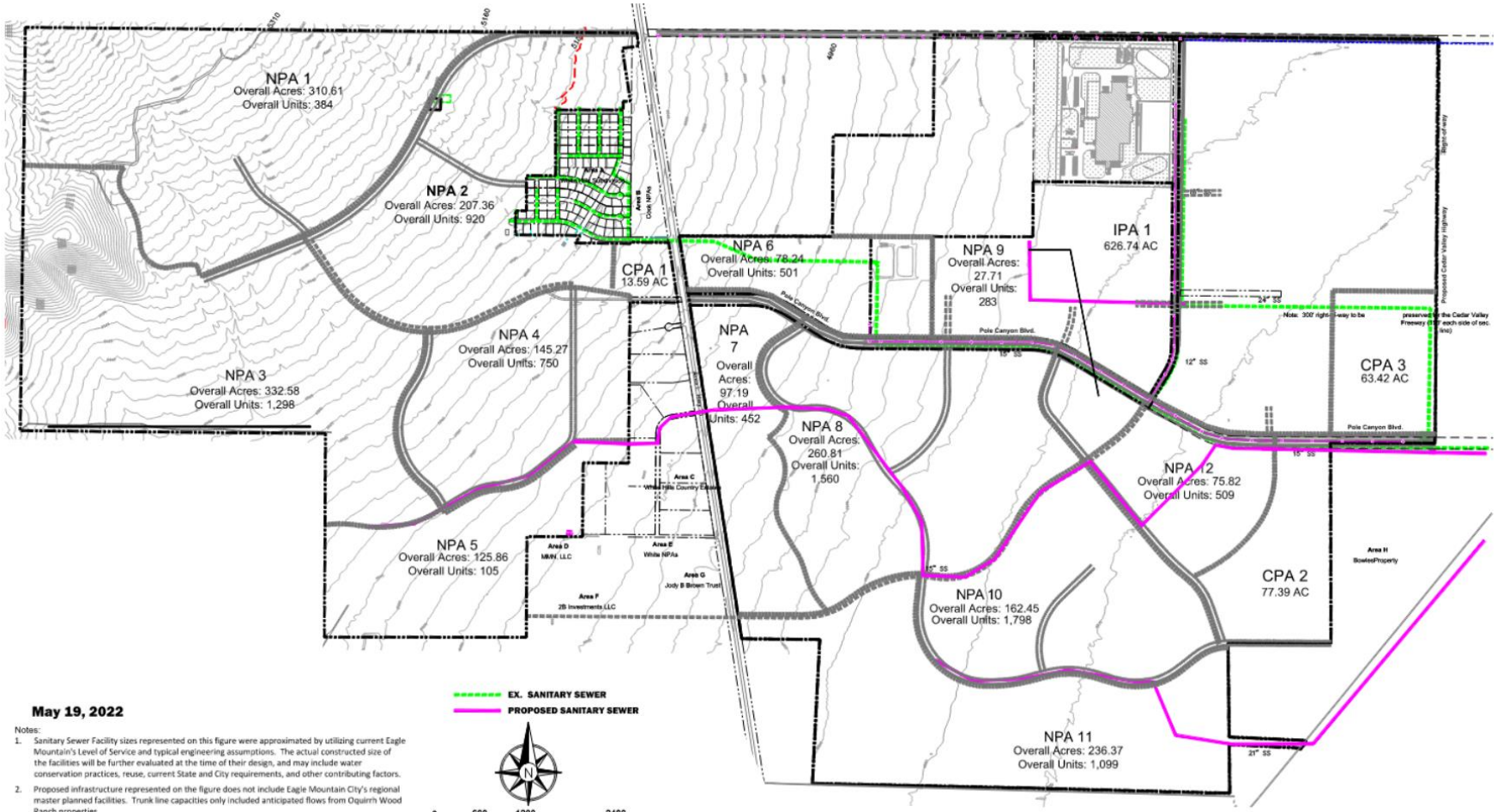
Storage – The following are anticipated storage locations for each zone:

- Upper/Mid Storage – 1.0 MG Existing Tank plus Future Tank (Suggest moving Existing WH 500k Tank)
- Lower Storage – 4 MG Total, 2 MG needed by OWR and 2 MG by City
- City/Industrial Storage – Placed near open space northeast of White Hills Subdivision

Transmission – Transmission lines are planned to follow roads. The figure provides the anticipated transmission backbone for OWR. Major transmission lines will be required from the Upper and Lower Tanks to the distribution system. It is also anticipated that a major transmission line will follow the southern boundary of OWR.

EXHIBIT F

Sanitary Sewer System Plan



May 19, 2022

Notes:

1. Sanitary Sewer Facility sizes represented on this figure were approximated by utilizing current Eagle Mountain's Level of Service and typical engineering assumptions. The actual constructed size of the facilities will be further evaluated at the time of their design, and may include water conservation practices, reuse, current State and City requirements, and other contributing factors.
2. Proposed infrastructure represented on the figure does not include Eagle Mountain City's regional master planned facilities. Trunk line capacities only included anticipated flows from Oquirrh Wood Ranch properties.

EX. SANITARY SEWER

PROPOSED SANITARY SEWER

N

0 600 1200 2400

(IN FEET)
(IN FEET)
1 inch = 1200 ft. Horiz.

M&I Sanitary Sewer Plannning

EGI CAPITAL MANAGEMENT

DAI UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA – SANITARY SEWER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide sanitary sewer (SS) service to the West Side Service Area (WSSA). This planning covers the property holdings of Oquirrh Wood Ranch (OWR) as of March 2022. It is intended that this document be the basis for planning infrastructure and identifying probable sewer demands for the WSSA. The information included will be a guide for development of the sanitary sewer system facilities in serving both current and future needs. The document will focus primarily on System Infrastructure.

The specific objectives of the document include:

- Quantify existing sanitary sewer flows
- Identify existing infrastructure with allocated capacity
- Determine future growth and sewer loading
- Identify general system improvements

Original Sanitary Sewer System

During the late 1970's and early 1980's the existing sanitary sewer system was constructed. The system was owned and operated by the White Hills Special Service District (WHSSD). Currently 110 residents are provided sanitary sewer services. In 2010 the WHSSD and Eagle Mountain City entered into an agreement to convey the sewer collection system and treatment lagoons to the City once certain improvements were completed including rehabilitation of the lagoons. Upon further evaluation it was determined the preferred approach would be to abandon the lagoons and convey the sewer flows to the City's wastewater treatment facility. To date all of the needed improvements have been completed to the satisfaction of the City and the City now owns and operates the existing sewer infrastructure. The following are existing facilities that have been provided to the City:

Sewer Lines – Pipe diameters are reported to range from 8-12 inches in diameter. Improvements have been made to pipelines to get them in a satisfactory condition fir the City. Pipes within the subdivision are 8-inch in diameter except for the main 12-inch trunk line in Wilson Ave that terminates at the Lagoons.

Lagoons – The lagoon system has been deemed by the Utah Division of Environmental Quality (DEQ) to be non-conforming. The lagoon system has been bypassed when the Pole Canyon Lift Station and Force Main were operational (May 2021). The Lagoon will be decommissioned per previous agreements between the City and WHSSD.

DEQ Funded Infrastructure

Due to the non-conformance of the existing sewage lagoon the City acquired funding both in grant and a low interest loan to convey sewage to the City's treatment facility. The original project anticipated a 12-inch gravity line from the terminus of the original WHSSD piping, at the lagoon, to the OWR east property boundary. This project is known as the Pole Canyon gravity line. The overall DEQ project also anticipated the construction of a small lift station at the east boundary of OWR and 6-inch force main to the City's trunk line in Pony Express Road. OWR provided additional funds to upsize the gravity line to a 15-inch. The gravity line is active to the new lift station location.

During the summer of 2019, OWR contracted with Tyson Foods to develop a parcel of land. Due to the sanitary sewer project flows it was necessary to halt construction of the lift station and force main. It was agreed upon by the City and OWR that a larger lift station and force main would be constructed. DEQ agreed that remaining funds could be utilized for the planned larger facilities. However, the additional upgrade costs will be borne by OWR.

Tyson Foods Sanitary Sewer Infrastructure

The following are infrastructure recently constructed to provide Tyson Foods and other development adequate sanitary sewer capacity. The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

Sewage Lift Station – The initially planned small lift station was deemed inadequate for the Tyson Foods flows. It was therefore agreed that a larger lift station would be constructed at the same location as the smaller station. The lift station has an initial capacity of 1,000 gpm with the opportunity to expand to 2,000 gpm. The lift station has been deemed as temporary until there is sufficient funding for a gravity line from the station to the City's treatment plant. Included in the lift station are the pumps, piping, valving, enclosure, generator, permanent power, emergency pond and fencing all per the City's standard design.

Sewer Lines –

- Tyson Parkway 18 & 12-inch PVC trunk lines. These lines have been constructed within Tyson Parkway and convey sewage from Tyson Foods to the south within piping beneath Tyson Parkway. A 12-inch line has also been installed in Tyson Parkway that would convey lesser flows to Pole Canyon Blvd.
- Tyson Parkway Extension 24-inch PVC trunk line. This line conveys Tyson Food flows and other future development along an easterly proposed road alignment to near the OWR eastern boundary and then south to the end of the existing 15-inch Pole Canyon gravity line. This line was constructed at the end of 2020 and is actively conveying sewage flows from Tyson Foods to the lift station.
- Pole Canyon 12-inch HDPE forcemain. The forcemain is in lieu of the smaller 6-inch line provided in the DEQ funding package. The larger 12-inch line provides for 2,000 gpm capacity. The forcemain conveys sewage from the Pole Canyon Lift Station to the Pony Express City gravity line. The force main was completed in November 2020.

Wastewater Treatment – Treatment for the generated wastewater within the OWR property will be treated through the City's facilities. Treatment facilities are in the process of being upsized to adequately treat Tyson Foods effluent along with other city-wide development.

<u>Future System</u>

Level of Service Requirements - The Eagle Mountain sanitary sewer system provides the conveyance and treatment of wastewater generated within the City's boundary. The following are level of service demands, and requirements:

- 220 gpd per single family residence (Eagle Mountain Proposed 2022 Impact Fee Analysis)
- 176 gpd per mutli family or active adult residence (20% reduction of SF)
- Commercial and Industrial flowrates will be determined on a case-by-case basis.

To comply with DEQ requirements it is assumed that any piping 12-inch and less will require a 4.0 peaking factor with design of the piping to not be more that 50% full. For piping larger than 12-inch a peaking factor of 2.5 will be provided with piping not to exceed 75% full.

Planned ERUs – The 2022 Development Agreement provides for 9659 residential ERU's. The Commercial and Industrial area is planned for approximately 910 acres. The total flowrate for the development was estimated to be the capacity of a 36-inch pipe at a slope of 0.072% or 9,523 gpm.

Tyson Flows – Tyson Foods has provided a Phase 1 peak flowrate of 700 gpm. Their agreement, should additional processes be added, is a peak flowrate of 1,300 gpm.

White Hills – In the City's 2020 Sanitary Sewer Impact Fee Facility Plan the White Hills subdivision flowrate was estimated at 52 gpm.

<u>Future Facilities</u>

Development Trunk Lines – Trunk lines are planned to follow roads. The figure provides the anticipated backbone for OWR sewer conveyance system. A Major southern trunk line is planned to convey flow from future development west of SR-73 to the east and terminate at Pole Canyon. It is anticipated that the major trunk lines will have diameters of 15-24 inches.

Minor collection lines will be provided throughout the development in sizes ranging from 8-12 inches. Capacity will be determined during design with actual slopes. Due to the flat slopes on the east end of the OWR property it is anticipated that trunk lines will be constructed with flow through manholes poured in place around the pipe.

Offsite Trunk Line – A single offsite trunk line has been planned from the eastern boundary of OWR to the treatment plant. Conceptual planning has provided the need for a 36-inch pipe due to slope and anticipated flowrates. Planning calculations have shown that OWR will require all of the capacity of the trunk line. The 36-inch pipe is planned to connect into a 42-inch pipe at Tiffany Lane. The 42-inch pipe was constructed during 2020 and was funded by the Eagle Mountain Founders group.

Future Development Credit for Sewer Infrastructure - The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

The following Table provides total capacity and remaining capacity for sanitary sewer facilities as constructed or funded by OWR:

Table: Capacity Summary

Name	Capacity (gpm)	Existing System Use (gpm) @ LOS of 220 gpd	OWR Remaining Capacity (gpm)	Remaining ERUs @ LOS of 220 gpd
Pole Canyon Blvd 15 -Inch SS to Lift Station	1,375 ID=14.3” S=0.25% n=0.011	46 (3.3%) White Hills	1,329 (96.7%)	3,480
Tyson Pkwy 18-inch SS to 24-inch SS	1,513 ID=17.6” S=0.10% n=0.011	700 (46.2%) Tyson Flows	813 (53.8%)	2,130
Tyson Pkwy 12-inch SS to Pole Canyon	404 ID=11.8” S=0.20% n=0.011	0 (0%)	404 (100%)	1,058
Tyson Pkwy 24-inch SS Extension to Lift Station	5,530 ID=23.3” S=0.20% n=0.009	700 (12.7%) Tyson Flows	4,830 (87.3%)	12,645
Pole Canyon 12-inch HDPE Forcemain	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283
Pole Canyon Lift Station, Ultimate 2,000 gpm	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283

Treatment – The City will treat future wastewater flows generated within the OWR holdings. The City has identified in Master Planning ongoing improvements at the Waste Water Treatment Plant to adequately process future growth flows.

EXHIBIT G
Storm Water Plan

WEST SIDE SERVICE AREA – STORM DRAIN FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide storm drainage service to the West Side Service Area (WSSA). This document covers the property holdings of Oquirrh Wood Ranch (OWR) and is intended to be the basis for planning infrastructure for the WSSA. The information included will be a guide for development of the drainage facilities in serving both current and future needs. The document will focus primarily on essential system Infrastructure.

The specific objectives of the document include:

- Identify design standards and overall strategies for generated storm water runoff control including Low Impact Development (LID)
- Provide direction for the planning of future facilities throughout OWR

Original White Hills Storm Drain System

When the original White Hills subdivision was constructed the conveyance for storm water runoff was adjacent waterways as typical rural development. Roadway generated runoff followed the curb and gutter and discharges into drainage ditches adjacent to SR-73. It appears that there has been past flooding within the cul de sacs low points. To mitigate flooding a curb inlet box has been installed to control runoff from passing through developed residences. It also appears that a large cutoff ditch was constructed to the north of the development to direct Pole Canyon and other hillside runoff away from the subdivision. There appears to be no other drainage systems except for culverts crossing UDOTS SR-73 highway. Historic drainage channels have been removed during the decades of farming and any runoff generated onsite has been distributed to the dry farms in the area.

Offsite Drainage Conditions

The Pole Canyon drainage area which encompasses approximately 6,900 acres is conveyed primarily through the project area from the mountain watershed. Facilities will be planned to adequately manage the runoff.

Past Stormwater Runoff Analysis

In May of 2009, Aqua Engineering provided a Storm Drainage Analysis for the OWR property (Pole Canyon Area). The analysis provided for overall conveyance locations, runoff values for the foothills, and other hydrologic information. The analysis assumed strategic concentration points based on topographic natural conveyance points rather than following an alluvial fan regime. This storm drain plan however, should be modified to incorporate recent LID strategies. Also of note, the analysis correctly identifies poor draining soils toward the east of the project where mostly silts are found in the upper soil layers. Special attention must also be followed to avoid placing infrastructure near collapsible soils.

Level of Service Requirements

The following are level of service requirements as found in the City's 2012 Impact Fee Rate Analysis, Nov 2012:

- Size storm drains to keep water from ponding in streets and intersection during a 10-yr event
- Minimum pipe size of 15-inch
- Evaluate how storm drains will function during a 100-year storm even and identity areas where flooding may occur

- Require detention of all improvements that will limit discharge to calculated pre-developed flows

Detention and retention facilities must be designed to handle the volume from a 100-year storm event.

Strategies for OWR Stormwater Runoff

Due to the closed drainage basin of the Cedar Valley, flat slopes, and soils the storm drain system requires special attention for design. The following are strategies anticipated for storm water runoff:

- Provide LID bio-swales and filter strips where possible to assist in the infiltration of runoff into the soils. These will be best incorporated into larger roadway and industrial corridors behind the sidewalk but can also be modified for more local applications. This strategy has been planned for Pole Canyon Blvd.
- Provide large regional retention ponds within parks where possible to allow for infiltration and dual use.
- Require industrial and commercial developments to provide retention for their development. This was required for the Tyson Foods property.
- Utilize other LID strategies to contain runoff, including sumps, deeper wells, and etc.
- Require residential landowners to contain runoff on their lots.
- Residential development will likely require piping to convey street runoff to regional parks or utilize sumps/LID strategies to disperse the runoff into appropriate soils.

Future Facilities

Conveyance facilities are planned to parallel roadways and run from the west to east. Regional parks have been identified to also act as retention/detention ponds. LID swales and channels will be incorporated into the design of major roadways. Within areas where soils allow for percolation, LID strategies will be analyzed for beneficial use.

The Pole Canyon channel and other smaller canyon channels will be routed through the development. The routing will utilize drainage paths to route potential floods away from private property.

Capacity

Excess storm drain capacity within future constructed facilities, will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

EXHIBIT H

Phase 1 Plan

[see following page]

EXHIBIT I
Park Maintenance Agreement

PUBLIC PARK MAINTENANCE AGREEMENT
[park description]

This Public Park Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between Eagle Mountain City, a political subdivision of the State of Utah ("City"); and _____, a _____ ("HOA"). City and HOA may be referred to herein collectively as "Parties" or individually as a "Party."

RECITALS

A. There is, within the boundaries of the City, a master planned project known as Firefly ("Firefly") which is currently being developed by Oquirrh Wood Ranch, LLC ("Master Developer).

B. As part of Firefly, Master Developer is constructing substantial parks, trails, and open space ("PTOS"). A portion of the PTOS will be dedicated to the City for general public use and enjoyment (collectively the "Public PTOS"). The remainder of the PTOS (collectively the "Private PTOS") will be owned, managed, and/or maintained by the HOA.

C. Master Developer desires that the Public PTOS be maintained to a standard similar to the Private PTOS.

1.

D. The City is willing to allow HOA to maintain certain aspects of the Public PTOS at HOA's cost. Accordingly, this Agreement is in the best interests of the City and the general public with regard to the maintenance of the Public PTOS.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

AGREEMENT

1. **Incorporations of Recitals**. The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Maintenance of Public PTOS**. HOA agrees to maintain the Public PTOS as set forth in the attached Exhibit "A" subject to the terms and conditions of this Agreement.

2.

3. **Scope of Maintenance; Standards**. The scope and standards of maintenance for the Public PTOS are set forth in the attached Exhibit "B" (collectively the "Maintenance Standards").

4. **Maintenance and Operation Costs**. The Parties agree that maintenance and operation costs for the Public PTOS shall be as follows:

a. Maintenance Standards. HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".

b. Hardscapes. City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

SAMPLE

c. Power. City shall pay all of the electricity costs associated with the Public PTOS.

d. Water and Sewer. City shall pay all of the water and sewer costs for the Public PTOS.

3.

5. **Water Usage**. If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.

4.

6. **Failure to Meet Maintenance Standards**. If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.

7. **Reports**. Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.

8. **Term; Optional Renewal**. This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.

9. **Severability**. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10. **Notices**: Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To HOA: _____
_____
_____
_____

With a copy to: Oquirrh Wood Ranch, LLC
Attn: Nate Shipp
14034 S. 145 E. Suite 204
Draper, UT 84020
nate@daiutah.com

11. **Amendments**. This Agreement may be amended only by a writing executed by HOA and an authorized executive official or representative for City.

SAMPLE

12. **Other Necessary Acts**. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

13. **Construction/Interpretation**. This Agreement has been reviewed and revised by legal counsel for both the City and HOA, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

14. **Waiver**. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

15. **Remedies**. Any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

16. **Attorney Fees**. If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

17. **Utah Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

18. **No Third-Party Beneficiaries.** This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

19. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

5.

20. **Indemnity**. City shall indemnify and hold harmless HOA, and each of HOA's respective directors, officers, agents, employees, and contractors ("Indemnitees") from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with any negligence or misconduct of HOA, its directors, officers, agents, employees, and contractors. This Indemnity coverage of this Section 20 shall survive the termination of this Agreement.

21. **Entire Agreement, Counterparts and Exhibits**. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

SAMPLE

22. **Government Records Access and Management Act**. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by HOA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with HOA. Any materials for which HOA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify HOA of any requests made for disclosure of documents submitted under a claim of business confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the Effective Day first written above.

EAGLE MOUNTAIN CITY

_____
TOM WESTMORELAND, Mayor

ATTEST

_____
FIONNUALA B. KOFOED, City Recorder

_____
MARCUS DRAPER, City Attorney
Approved as to form and legality

HOA

Signature: _____

Print Name: _____

Title: _____

SAMPLE

EXHIBIT A
Public PTOS

[Include Map and/or Legal Description]

[if any fixtures or aspects of the Public PTOS are not subject to this maintenance agreement, list here]

SAMPLE

EXHIBIT B

Maintenance Standards

[these standards are generic and may be modified by the parties on a case-by-case basis]

I. Turf Maintenance

1. Mowing and Edging

    a. Turf lawn must not exceed 4" in length and may not be cut shorter than 2.5 inches.

    b. Trim edges of turf lawns at least twice a month or as often as needed to maintain a neat and tidy appearance. Use a blade edger for all turf edges including areas where turf abuts planter beds, curbs, paving, etc.

2. Seeding

    a. Seeding will be done as needed to maintain a thick, healthy turf. Thinning or bare areas shall be seeded on a regular basis, until a thick, healthy turf is established. Overseeding should be completed in conjunction with aerification.

3. Fertilization

    a. There shall be no less than four applications of fertilizer throughout the turf growing season. Fertilizer mixes should be based on the nutrient needs of the turf and soil. Master Developer and/or HOA may determine the appropriate fertilizer for the season.

    b. The spring and fall fertilization applications shall include a pre-emergent herbicide and a broadleaf herbicide.

    c. Inspect the turf monthly for grubs, insect, fungus or rodents and treat with the appropriate remedy until the issue has been resolved.

4. Aeration

    a. All turf grass areas shall be aerified at least once a year.

5. Weed Control

    a. All turf areas shall be maintained weed free. RSL may determine and utilize the most effective methods of weed control.

    b. All native grass areas shall be maintained free of broadleaf weeds.

    c. Use only State-approved herbicides to control weed growth in turf areas.

    d. Turf will receive at least two annual applications of selective broadleaf weed herbicide per year. Application will ideally be executed in the spring and fall months as weather permits.

6. Irrigation

    a. Turf shall be irrigated such that a healthy turf persists and grows vigorously throughout the growing season.

    b. The irrigation system and all its integrated components shall be maintained to function as designed.

    c. An irrigation audit will be performed weekly during the operational season to ensure that the irrigation system is functioning as designed.

SAMPLE

d. All irrigation systems shall be winterized each year prior to November 30th. Winterizing requires compressed air to be blown into each line, where reasonable, fully removing all water and minimizing chance for damage.

II. Tree and Shrub Maintenance

1. All mulched areas around trees and shrubs, including tree wells, shall be maintained weed-free.

2. All dead plant material shall be removed and replaced with the same or similar material.

3. Annual pruning and deadheading of trees, shrubs and grasses shall be performed.

4. All trees, shrubs and plant material shall be watered sufficiently to promote vigorous growth through the growing season.

5. Inspect all trees monthly through the growing season and treat any disease or insect/borer infestation with the appropriate pesticide or fertilizer.

III. Playground Maintenance

1. A biennial playground audit shall be performed by a Certified Playground Safety Inspector (CPSI).

2. Playground equipment must comply with American Society for Testing Materials (ASTM) and U.S. Consumer Product Safety Commission standards (See ASTM F1487-17, ASTM F2223-15, ASTM F1292-17, and CPSC Public Playground Safety Handbook).

3. All playground components that do not comply with the above regulation must be immediately removed from service and repaired.

IV. General Maintenance

1. All loose trash and debris shall be picked up and disposed of on a weekly basis.

2. All trash receptacles and dog waste stations shall be emptied on a weekly basis.

3. Dog waste stations shall always be stocked with disposable bags.

4. Any graffiti or vandalism shall be cleaned up or repaired as soon as possible.

5. All fencing shall be maintained in good repair. Any damaged sections of fence shall be repaired or replaced as soon as possible.

6. City shall provide Master Developer and/or HOA with 30 days' prior written notice (or as soon as reasonably practicable) before closing any Public PTOS for any reason.

SAMPLE

EXHIBIT J

Technical Guidelines

[see following pages]

EXHIBIT K
RTI Overlay Zone

The following standards shall apply to the property within the RTI Overlay Zone as described in Exhibit "L" and in addition to the rights, procedures, and provisions of Chapter 17.48 of the City's Vested Laws. For the purposes of property described in Exhibit "L", all references in the Chapter 17.48 of the City's Vested Laws to the underlying zone and underlying zoning will be to the provisions of Chapter 17.40 of the City's Vested Laws (Industrial Zone), notwithstanding anything to the contrary contained in the ARMDA. These standards, along with Chapter 17.48 of the City's Vested Laws, shall vest with the property described in Exhibit "L" for the term of the ARMDA. If there is any conflict between this Exhibit and the ARMDA or Community Plan, this Exhibit controls.

1. **Permit Approvals**. All permit applications (including, but not limited to, grading, excavation, foundation, footings, and/or building permits, etc.) shall be: (a) subject to the special approval process set forth in Section 17.48.020 of the City's Vested Laws, unless otherwise modified herein; (b) considered administrative applications; and (c) subject to final review by the Development Review Committee (as defined in Section 17.48.020 of the City's Vested Laws) as the final approval authority for such applications. In addition to the foregoing, no public hearings shall be required for any applications made under the RTI Overlay Zone and all permit applications shall be reviewed and, unless otherwise incomplete or non-compliant with the requirements hereof, issued within thirty days of the date of complete application.

2. **Master Developer Seat on DRC**. So long as Master Developer is not the applicant for a Development Application subject to the special approval process of the RTI Overlay Zone, Master Developer, or its designee, shall occupy one seat on the board of the Development Review Committee and shall participate in all reviews and meetings of the Development Review Committee where applications subject to the RTI Overlay Zone for property described in Exhibit "L" are considered.

3. **Utility Service Approvals**. All requests to connect any project located within the RTI Overlay Zone to public utilities or other services shall be subject to the administrative approval process set forth in the RTI Overlay Zone of the ARMDA, if applicable. No public hearings shall be required for such requests/applications.

4. **Substation Approvals**. All requests to connect a power utility substation(s) on any property within the RTI Overlay Zone shall be subject to the administrative approval process set forth in the RTI Overlay Zone of the ARMDA, if applicable. No public hearing shall be required for such requests/applications.

5. **Data Center as a Permitted Use**. Data Centers, as that use is defined on page 5-05 of the Community Plan, are a permitted use within the RTI Overlay Zone.

6. **Building Height**. Buildings within the RTI Overlay Zone may not be constructed higher than 100 feet (exclusive of critical infrastructure equipment or other equipment installed on the roof of the building, together with appropriate screening). Height may increase above 100 feet provided that there is a three-foot stepback for that part of the building for each additional one foot increase in height above 100 feet. The Development Review Committee may approve any building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight).

7. **Lighting**. [Note: These are modifications to Chapter 17.56 of the City's Vested Laws (which is cross-referenced – but not contained in – the RTI Overlay as set forth in Chapter 17.48 of the City's Vested Laws)]

   a. *LED Lights*. Due to their high energy efficiency, the use of LED lamps is encouraged for outdoor illumination whenever it would not be detrimental to the use of the Property as determined by the Development Review Committee.

   b. *Total Outdoor Light Output*. Outdoor light output in excess of 100,000 lumens per net acres may be used in case of emergency for outdoor equipment such as repairing stand-by generators, transformers, or outdoor HVAC equipment.

EXHIBIT L

Legal Description of Property Within RTI Overlay Zone

A PARCEL OF LAND SITUATE WITHIN EAST HALF OF THE WEST HALF (E-1/2 OF W-1/2) AND THE EAST HALF (E-1/2) 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°22'24" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2592.46 FEET, TO THE PROPOSED NORTHERLY LINE OF POLE CANYON BOULEVARD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°40'33" WEST, A DISTANCE OF 2619.49 FEET, TO A POINT OF CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A 923.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 30°36'36", A DISTANCE OF 493.11 FEET, THE LONG CHORD OF WHICH BEARS NORTH 74°22'15" WEST, A DISTANCE OF 487.26 FEET; (3) NORTH 59°03'57" WEST, A DISTANCE OF 722.41, TO THE EASTERLY LINE OF TYSON PARKWAY, AS SHOWN ON THE TYSON SUBDIVISION, RECORDED AS ENTRY NO.: 95910:2019, MAP NO.: 16725 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 30°56'03" EAST, A DISTANCE OF 389.58 FEET, TO A POINT OF CURVATURE; (2) NORTHEASTERLY ALONG THE ARC OF A 700.00 FOOT-RADIUS CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 30°32'01", A DISTANCE OF 373.04 FEET, THE LONG CHORD OF WHICH BEARS NORTH 15°40'03" EAST, A DISTANCE OF 368.64 FEET; (3) NORTH 0°24'02" EAST, A DISTANCE OF 3998.96 FEET, TO A POINT OF CURVATURE; (4) NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'51", A DISTANCE OF 78.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°29'58" EAST, A DISTANCE OF 70.83 FEET, TO THE SOUTH LINE OF PROPOSED 4000 NORTH STREET (POLE LINE ROAD); THENCE SOUTH 89°23'59" EAST, ALONG SAID SOUTH LINE BEING 47.00 FEET PERPENDICULARLY DISTANT TO AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 696.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER QUARTER LINE; THENCE SOUTH 89°24'26" EAST, CONTINUING ALONG SAID SOUTH LINE AND 47.00 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2001.11 FEET, TO THE WEST LINE OF THE ROBYN G. WALDEN (ETAL) PARCEL 59:048:0005, BEING AN ALIQUOT LINE OF THE SECTION; THENCE ALONG SAID WALDEN PARCEL AND THE ALIQUOT SECTION LINES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 0°38'09" WEST, A DISTANCE OF 621.50 FEET, TO A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG." MARKING THE NE-NE 1/64TH CORNER; (2) SOUTH 89°23'25" EAST, A DISTANCE OF 669.91 FEET, TO THE N-N 1/64TH CORNER COMMON TO SAID SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTION 15 & 16, A DISTANCE OF 2006.12 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 17,451,106 SQUARE FEET, OR 400.622 ACRES.

EXHIBIT M

Table of Use Distribution

[see following page]

firefly

A DAI Community

COMMUNITY PLAN

June 30, 2023

FINAL

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST

firefly

COMMUNITY PLAN

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

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01 PROJECT INTRODUCTION

ABOUT FIREFLY

Firefly is a master planned community in Eagle Mountain, designed to be "A Place Where Our Children Can Reach Their Full Potential." The master plan encompasses unique Parks, Trails, Open Space (PTOS), and amenity designs providing activities that encourage our kids to put down their devices and get outdoors. As a result, they will become more well rounded, healthy individuals with the tools needed to reach their full potential.

Firefly is comprised of approximately 2,780 acres of land. Approximately 2,280 acres of the community make up residential, PTOS, and commercial, while an additional 495 acres is dedicated to industrial uses.

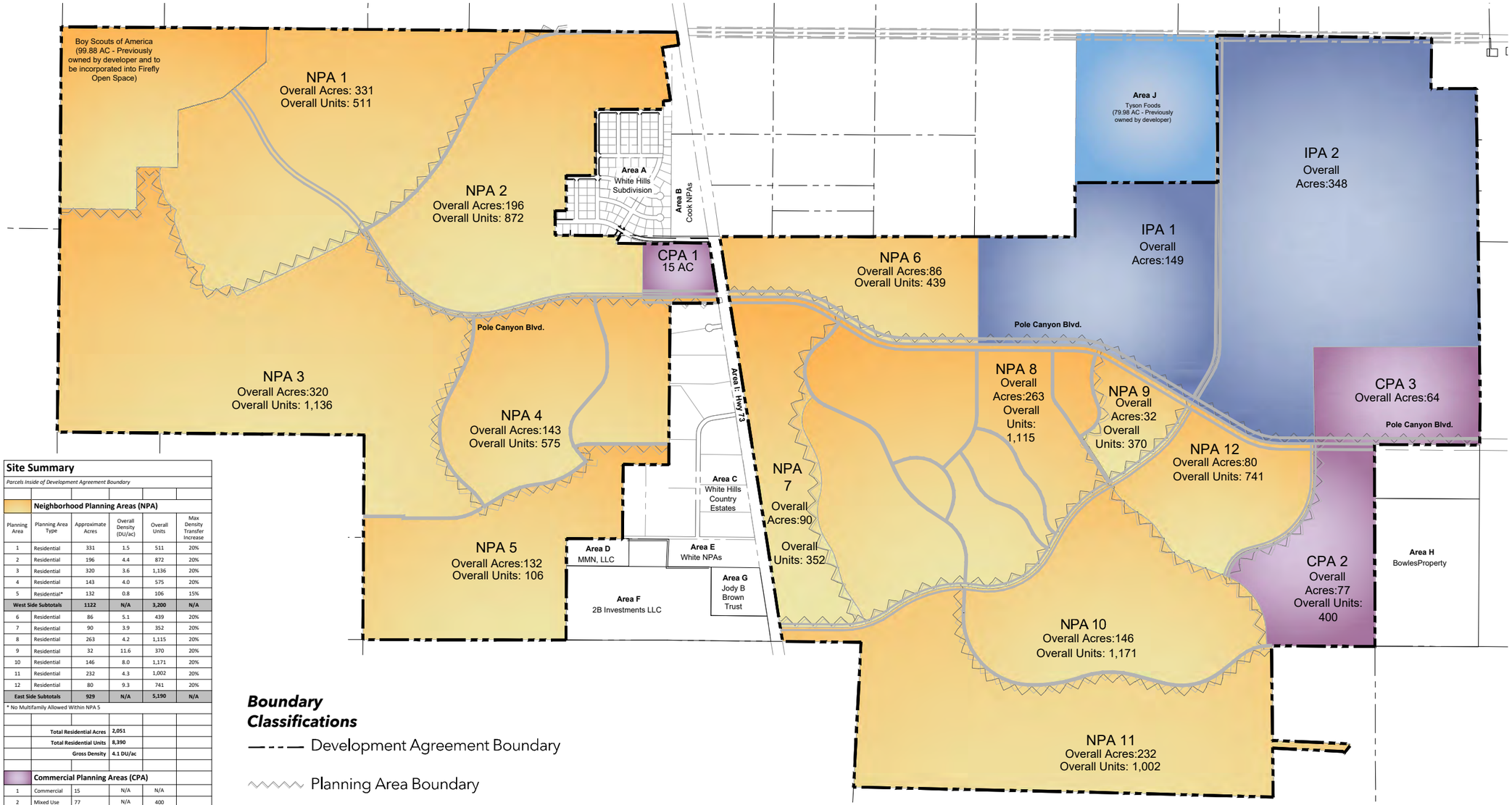
Firefly residents will enjoy 356 acres of PTOS connected by a trail network expanding from the southeast to northwest corners of the property. Featured throughout the trail network are a variety of opportunities to explore the outdoors including stargazing, indoor/outdoor playground, pickleball, sports fields, agricultural activities, mountain biking, and much more.

The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

1. Improve the quality of life of families by providing amenities and activities that will enhance their social, emotional, educational, and physical development.
2. Create an active-lifestyle community focused on encouraging our children to get outside and play without their digital devices, which will increase their physical activity, health, and well-being.
3. Create recreational areas and amenities that spark imagination and creativity.
4. Prioritize social and physical connectivity through a network of PTOS assuring homesites have easy access to trails.
5. Create local jobs and tax base by integrating strategically located industrial and commercial use areas.
6. Implement the Firefly Landscape Water Efficiency (LWE) standards establishing water conservation standards for outdoor landscaping.
7. Provide housing types to meet various homeownership needs.
8. Develop quiet, friendly, and safe neighborhoods.
9. Contribute public and private amenities that bolster existing valley-wide parks.
10. Protect and maintain PTOS.
11. Plan for quality, managed growth.
12. Emphasize the area's incredible views.

LAND USE MASTER PLAN



Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		**1122**	**N/A**	**3,200**	**N/A**
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		**929**	**N/A**	**5,190**	**N/A**
* No Multifamily Allowed Within NPA 5					
	Total Residential Acres		**2,051**		
	Total Residential Units		**8,390**		
	Gross Density		**4.1 DU/ac**		
	Commercial Planning Areas (CPA)				
1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	64	N/A	N/A	
	Industrial Planning Areas (IPA)				
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
	Total NPA Acres		2051		
	Total CPA Acres		156		
	Total IPA Acres		497		
	Tyson Foods Acreage		80		
	Total Dev. Agreement Acres		**2784**		
	Total Residential Units		**8,790**		
	Gross Density		**3.16 DU/ac**		

Boundary Classifications

— - - — Development Agreement Boundary

Planning Area Boundary

NOTE:

1. All acreages are approximate.
2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
4. Churches, schools, and neighborhood commercial allowed in all NPAs.

03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

INTRODUCTION

The Parks, Trails, and Open Space (PTOS) plan includes any use of land for active or passive, public or private, indoor or outdoor space, including such uses as parks, plazas, greenways, playgrounds, or community gardens. In addition, this PTOS plan calls out other uses that are permitted as PTOS within Firefly. The intent of this PTOS plan is to establish uses for the purpose of conservation, preservation, agricultural resource enhancement, recreation, enhancing value to the public of adjacent parks or preserves, or otherwise providing a buffer to adjacent property. These specific and intended uses, as well as other similar uses not specifically identified herein, but which may satisfy the intent and purpose of PTOS, shall be counted toward the minimum PTOS requirement in Firefly.

DETAILS

The Master Developer will develop (based upon factors such as water availability, phasing of Firefly, number of residential units, and other factors determined relevant by Master Developer) approximately 356 acres of public and private PTOS and amenities. Firefly's PTOS and amenities, which are to be anchored by a year-round indoor/outdoor playground, are designed to encourage kids to ditch their devices, get outdoors, explore, recreate, socialize in person, imagine, learn, and have an abundance of fun.

The PTOS is designed to allow our children to safely walk, bike, run, skateboard, or scooter to parks and amenities that shall be programmed for a variety of activities. PTOS within Firefly may provide both private and public areas for sports and educational experiences, which may include, but is not limited to, soccer, lacrosse, basketball, pickleball, skateboarding, biking, bouldering, horseback riding, astronomy, art, performing arts, agriculture, etc.

The Master Developer will install parks in the approximate locations as depicted within the PTOS exhibit. The approximate park locations shown on the PTOS exhibit may be waived at the Administrator's discretion when an alternative PTOS layout is more advantageous to the immediate and surrounding neighborhoods proposed by a Development Application. Any modification by the Administrator shall be based upon the best community benefit and any other relevant considerations determined by the Administrator. The acreage set aside by Master Developer for PTOS uses as identified herein shall be counted at one hundred percent (100%) of the actual acreage of such PTOS.

In honor of Eagle Mountain heritage, horse trails will be incorporated into the PTOS plan along the western portion of Firefly. The community will also include agricultural homesites. Horse trails will be designed to allow access to Manning Canyon and adjacent BLM land (as allowed by BLM).

TYPES OF PTOS

The term ***PTOS*** within the Firefly plan refers to open, landscaped, native (non-irrigated), and other improved areas that meet any one or more of the following criteria:

1. Public and private parks, recreational areas, gateways, trails, trailhead parking, buffer areas, berms, view corridors, or other public or private amenities that facilitate the creation of more attractive neighborhoods
2. Entrance node (may contain entrance feature) and any portion of park strip or landscaped median
3. Land set aside for a cemetery
4. Improved, native (non-irrigated), and passive areas—Native (non-irrigated) means undisturbed landscaping or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape also includes the restoration of disturbed areas.
5. Contributed PTOS such as Camp Eagle Mountain, the 100-acre parcel donated to the BSA
6. General common areas that are managed by a master or a sub-HOA, commonly referred to as limited common open space
7. Green roofs or rooftop decks that are "contained" green spaces on top of a human-made structure
8. Outdoor storage (includes trailers, vehicles, RVs and other similar uses)

PTOS STANDARDS

While the final details (such as location, type, and amenitization of PTOS) will be included with each Development Application, some examples of the various types of PTOS in Firefly include:

1. ***Neighborhood Parks***—These parks often serve as the focal point of a neighborhood, providing recreational space and amenities, as well as an informal gathering area for Firefly residents. The intent of the park design is to create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents. Neighborhood Parks are larger and more substantial in nature.

2. ***Greenways***—Greenways are linear PTOS with passive and sometimes active recreational elements. They may be designed around or integrated within natural PTOS, or they may take the form of linear, developed parks. Greenways often serve as trail corridors, connecting key PTOS, while providing critical connections from neighborhoods to larger parks and other PTOS.

3. ***Community Parks***—Community Parks are large parks that contain a variety of active and passive uses that serve the needs of all residents, carefully organized to allow many groups of varying sizes to utilize the park at the same time comfortably. These parks provide gathering spaces for events, sports fields, and/or larger clubhouse and pool complexes, as well as smaller picnic areas, playgrounds, and open lawns. Parking areas and trail connections create a variety of ways to bring people to this central destination. Shade is a key component and will be provided through both structures and trees. Often a community park has a municipal component and is open to the wider public. This park is highly designed, well-crafted, and adds to the primary identity for the community.

4. ***Regional Park***—A Regional Park is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the regional population. Regional parks require a substantial amount of design and infrastructure cost.

5. ***Amenity Areas***—These areas are to provide recreational and social opportunities exclusively for the residents of Firefly. Amenity Areas may include, but not be limited to, community buildings, sports fields, outdoor recreation areas, amphitheaters, splash pads, swimming pools, picnic areas, etc. These areas shall be maintained and operated by the HOA for the enjoyment of the Firefly residents.

6. ***Connector Trails***—Connector Trails may be composed of sidewalk connections, multipurpose paved trails, or unpaved pathways. They are used by pedestrians and cyclists to connect to the main trail and PTOS network. See Typical Trail Section Exhibit on page 3-10.

7. ***Primary Pedestrian Trails***—Primary Pedestrian Trails are typically asphalt. These major multi-use trails connect residents to major amenities and village areas without having to get in the car. Trails are wide enough to accommodate large and small groups, bikes, and traffic in both directions with easy passing. They provide public access and major connections across the entire community and to regional systems.

8. ***Secondary Pedestrian Trails***—Secondary Pedestrian Trails are typically asphalt or unpaved. These trails are suitable for small groups and provide the ability to easily pass. Split between private and public access, these trails provide the means for users to leisurely stroll through neighborhoods and connections to other nearby sub-neighborhoods or amenities. These trails are generally internal to the community and are appropriate for bike users, but warning or traffic signage should be considered in areas of lower visibility.

9. ***Tertiary Pedestrian Trails***—Tertiary Pedestrian Trails are typically unpaved or dirt. They are single-track trails catering to individual users or small groups. These trails will primarily serve the immediate residents, not the wider public. They are provided for users to take leisurely strolls through natural areas, not major connections. These trails may be appropriate for bike users, but need to be carefully considered and signed to avoid traffic conflicts.

10. ***Equestrian Trails***—Equestrian Trails are typically compacted soil. Pedestrians are allowed, but bikes are restricted. Amenities may be located along equestrian trails. Horse trailer parking may be located at designated trailhead(s). There are typically few intersections with other trails or roads, and intersections are well identified.

11. ***Native Open Space*** —Native refers to undisturbed, non-irrigated landscaping, or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This term commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. All parks and trails may include Native Open Space within their design. Native Open Space is considered complete when untouched.

12. ***Demonstration Community Gardens***—Demonstration Gardens are individual planting beds that feature collections of plants that make up a specific type of garden. Examples include a pollinator garden, kitchen/herb garden, sensory garden, water efficiency garden, succulent garden, woodland garden, etc. Demonstration Gardens may be used as a perimeter, buffer around pergolas, barrier along a ravine, or may be a fill between pathways, etc.

13. ***Pocket Parks***—These small parks allow for people to gather, relax, and enjoy the outdoors. The green spaces typically feature simple elements such as benches and a few trees but may also include more active amenities like playground equipment, climbing boulders, and landscaping. The goal of these smaller parks is to meet the recreational needs of local residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.

14. ***Entrance Nodes***—Formal nodes serve as entrances into Firefly and showcase neighborhood identity through landscaping, public art structures, entrance features (monuments) and/or signage.

PARKS AND AMENITY AREA PHASING DETAILS

PARK AND AMENITY AREA PHASING			
	Included Features	**Phasing Details**	
Community Park A	» Multisport field(s) » Pickleball courts » Basketball courts » Playground » Skate park » Pump track » Restroom facilities » Shade structure(s) » Walking trails » Parking » Maintenance building	**Phase 1**	» Pickleball courts[1] » Basketball courts[1] » Skate park[1] » Pump track[1] » Restroom facility[1] » Shade structure(s)[1] » Walking trails[1] » Parking (along street)[1]
		Phase 2	» Multisport field(s)[1] » Playground[1] » Restroom facility[1] » Shade structure(s)[1] » Walking trails[1] » Parking[1]
Amenity Area B	» Indoor/outdoor playground » Amenity building » Splash pad » Parking » Walking trail(s) » Sports field » Amphitheater » Gathering area(s) » Underpass connection to Community Park A	**Phase 1**	» Indoor/outdoor playground[2] » Amenity building[2] » Parking[2] » Amphitheater[2] » Underpass connection to Community Park A[1]
		Phase 2	» Splash pad[2] » Walking trail(s)[1] » Gathering area(s)[1, 2]
		Phase 3	» Parking[2] » Walking trail(s)[1] » Sports field[1, 2] » Gathering area(s)[2]
Regional Park C	» NICA cross country trails » Downhill/flow trail(s) » Hiking trail(s) » Equestrian trail(s) » Shade structure(s) » Gathering area(s) » Overlook pavilion » Shade structures » Campground » Agricultural and equestrian area » Archery and ax throwing center » Trailhead(s)	**Phase 1**	» NICA cross country trails[1] » Downhill/flow trail(s)[1] » Hiking trail(s)[1] » Equestrian trail(s)[1] » Trailhead parking[1] » Mountain bike skills area[1]
		Phase 2	» Community campground[2]
		Phase 3	» Agricultural and equestrian area[2]
		Phase 4	» Water tank hilltop area[1] » Shade structure(s)[1] » Overlook pavilion[1] » Parking lot[1] » Expert downhill course[1] » Gathering area(s)[1] » Archery and ax throwing center[1]

1 Improvement to be dedicated to City **2** Improvement to be dedicated to another public entity, an HOA, or other private entity

OVERALL PTOS SPENDING SCHEDULE

Developer will complete Phase 1 of Community Park A, Phase 1 of Regional Park C, and the expansion of the White Hills Estates park upon the issuance of the 336th building permit issued. As to all other phases of Park A, Area B, and Park C, Master Developer may elect to build partial or complete phases of any Park or Area in any order so long as the Master Developer actually spends the dollars on PTOS at the issuances of the building permits identified below.

Building Permit Issuance	PTOS Spend[1]
1,250	$11,250,000
2,500	$22,500,000
3,750	$33,750,000
5,000	$45,000,000
6,250	$56,250,000
7,500	$67,500,000
8,790	$79,110,000

1 PTOS spending includes direct costs, design and engineering costs, contractor fees and all other soft costs, and annual cost adjustment. The dollar amount shown in the table above represents $9,000 per unit.

PTOS TIMING

The timing is defined below for the various types of PTOS in Firefly:

1. ***Neighborhood Parks***—Neighborhood Parks will be constructed on an NPA-by-NPA basis. Neighborhood Parks will be started before more than 50% of the building permits may be issued for the entire NPA. Neighborhood Parks within an NPA must be completed before Certificates of Occupancy of the final 10% of units within an NPA may be issued.

2. ***Greenways***—Greenways shall be constructed along with the timing of the road or trail infrastructure that they follow. If the road or trail infrastructure is contained within an NPA, then both sides of the greenway will be required to be installed within 12 months of the completion of the adjacent infrastructure. If the road or trail is the border between two NPAs, then the greenway improvements will be required within 12 months of the first building permit within an NPA.

3. ***Community Parks***—Community Parks require a substantial amount of design and infrastructure cost. Community Parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.

4. ***Regional Park***—Regional Parks require a substantial amount of design and infrastructure cost. Regional parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.

5. ***Amenity Areas***—Amenity Areas will be designed and constructed based on community amenity trends and facilities needs. Amenity Area B shall begin construction prior to the issuance of the 4,830th building permit.

6. ***Connector Trails***—Connector Trails shall be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If Connector Trails are located within another park type, they will be required to be built at the same time as the park construction that they are located within.

7. ***Primary Pedestrian Trails***—Primary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Primary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the Firefly Architectural Review Committee (ARC).

8. ***Secondary Pedestrian Trails***—Secondary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Secondary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the ARC.

9. ***Tertiary Pedestrian Trails***—Tertiary Pedestrian Trails will be constructed prior to the completion of any adjacent NPA.

10. ***Equestrian Trails***—Equestrian Trails to be constructed prior to the completion of any adjacent NPA.

11. ***Native Open Space*** —Native Open Space is considered complete when untouched. When disturbed, Native Open Space will be re-established within 24 months of disturbance.

12. ***Demonstration Community Gardens***—Demonstration Community Gardens, when included within an NPA's design, will be constructed by the completion of the NPA that they are located within. If located within another park, they will be completed within the install of the park.

13. ***Pocket Parks***—Pocket Parks will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.

14. ***Entrance Nodes***—Entrance Nodes will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.

COMMUNITY IDENTIFIERS & MONUMENTATION

PUBLIC ART STRUCTURE

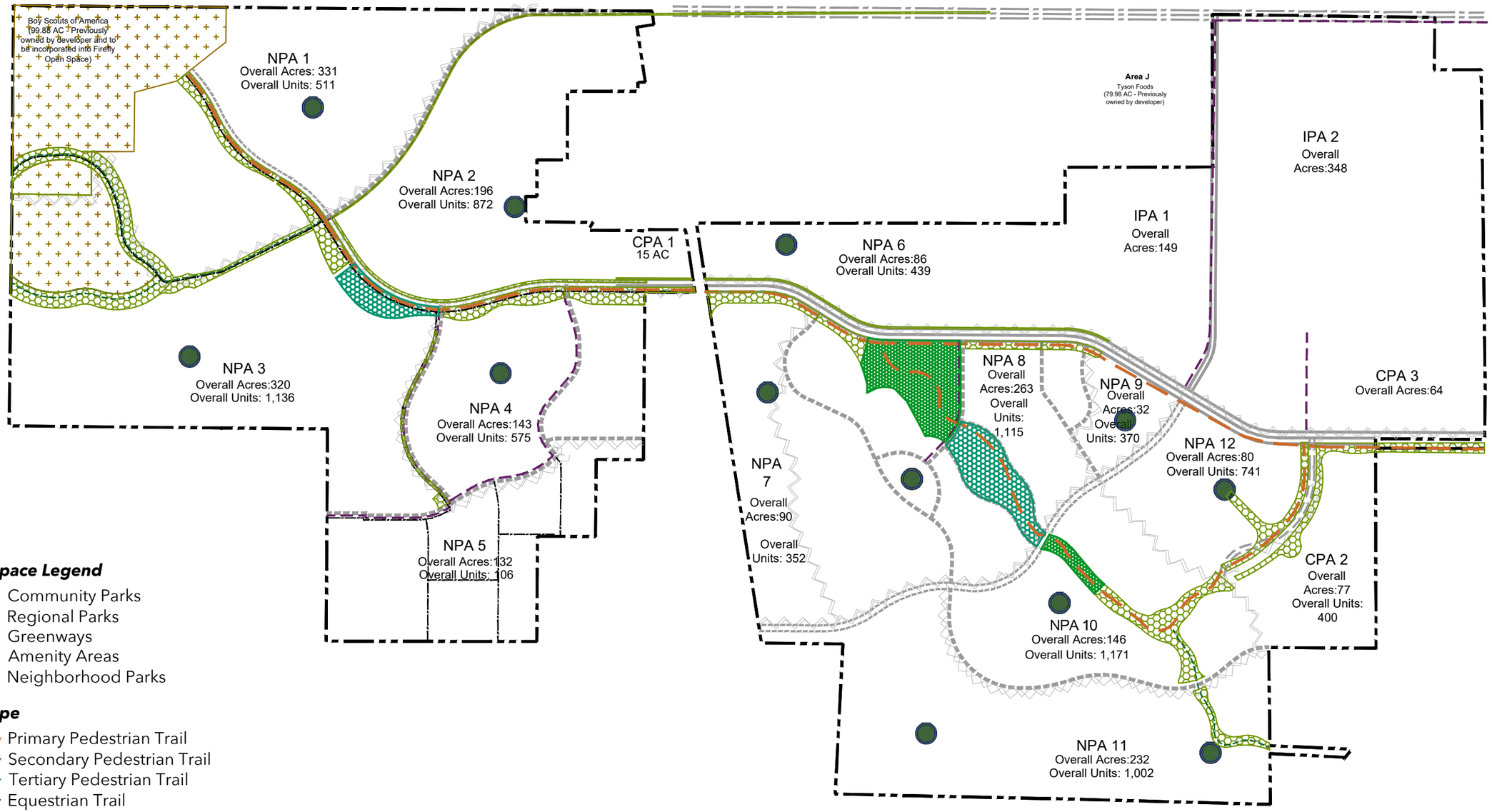
Entrances(s) and other key locations at Firefly may feature a large public art structure that creates a strong first impression to those entering Firefly. Community signage highlighting the name of Firefly is separate from the public art structure, therefore, the art structure will not contain any words. However, the materials and colors of this unique structure will be incorporated into the design theme of the primary, secondary, neighborhood, and park entrance features to create a unifying brand. Public art structures may not exceed 50 feet in height, and may be illuminated. The structure may be incorporated into a fence or other boundary structure. Exact location(s), design, and landscaping will be determined at Development Application.

ENTRANCE GATEWAY

Much like the public art structure, the entrance gateway monument over the entrance serves as a branded structure that welcomes residents and visitors, showcases the quality of the community, and represents a physical boundary. The overall height will not exceed 45', and the total width of the monument will not exceed 115'. The structure may include branding, the community logo, and/or tagline.

NOTE: Images shown on this page are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

PARKS, TRAILS & OPEN SPACE EXHIBIT



Open Space Legend

- Community Parks
- Regional Parks
- Greenways
- Amenity Areas
- Neighborhood Parks

Trail Type

- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Tertiary Pedestrian Trail
- Equestrian Trail

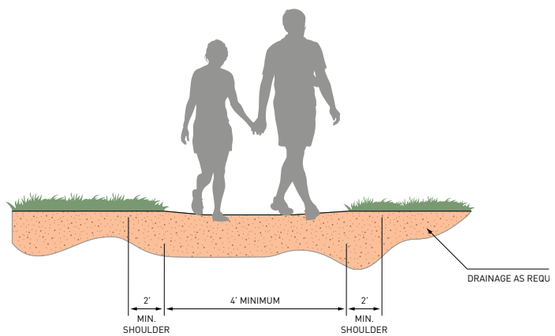
Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

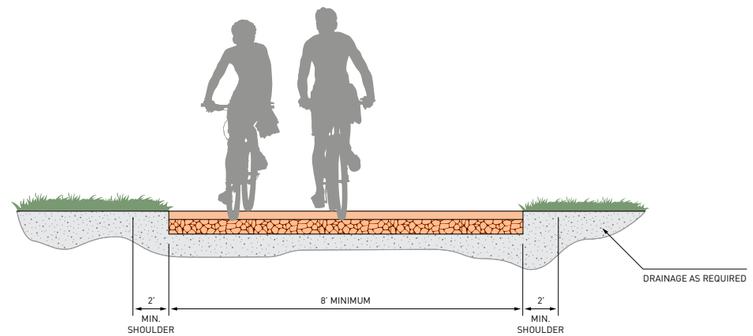
NOTES:

1. Acreages are approximate.
2. The PTOS depicted in this Exhibit are conceptual and intended to depict potential PTOS in the amounts/types/distributions contemplated in this Community Plan.
3. Location and number of PTOS are approximate.
4. All parks, trails, and greenways may include Native Open Space.

TYPICAL TRAIL SECTION EXHIBIT

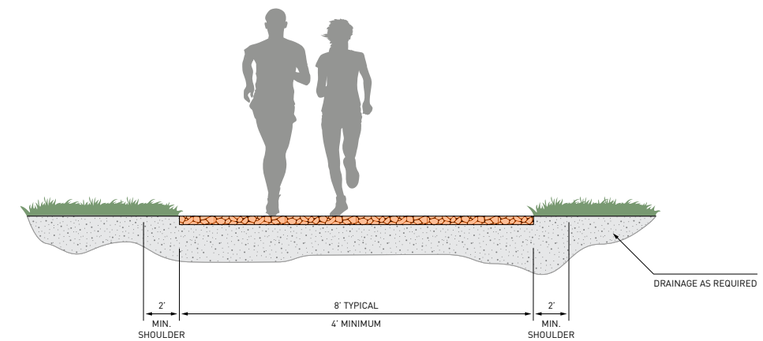


Dirt Trail



Asphalt Trail

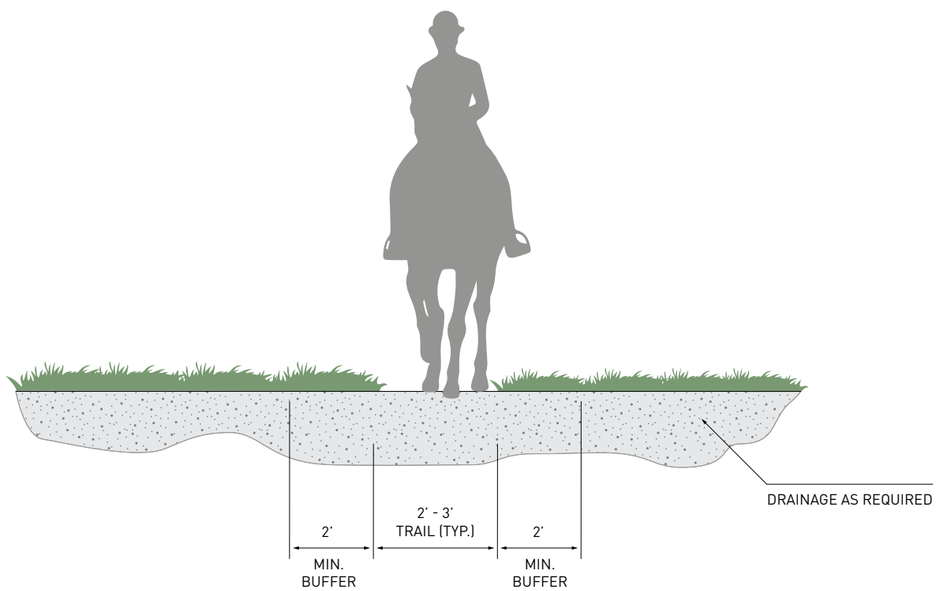
3" Asphalt / 6" Base



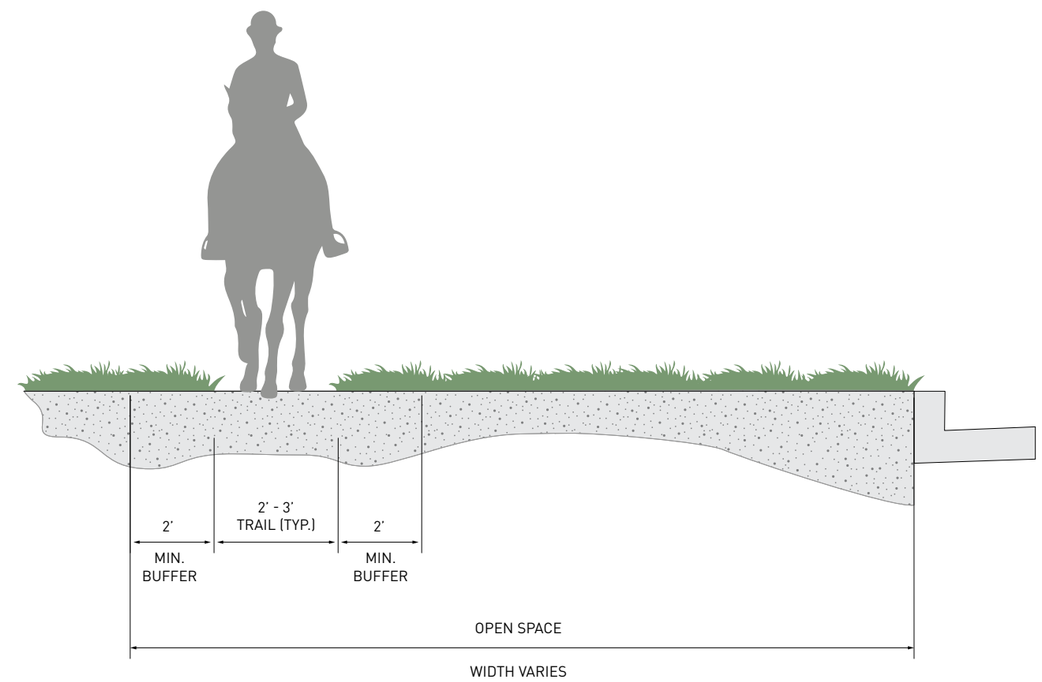
Unpaved Trail

NOTE: Cross-sections of trails may be widened on any of the trail types.

EQUESTRIAN TRAIL SECTION EXHIBIT



Off-Road Equestrian Trail



Roadway Equestrian Trail

Note: Cross-sections of trails may be widened on any of the trail types.

PROPOSED PARKS A, B, AND C

Open Space Legend

- Community Parks
- Regional Parks
- Greenways
- Amenity Areas
- Neighborhood Parks

Trail Type

- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Tertiary Pedestrian Trail
- Equestrian Trail

Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

A—COMMUNITY PARK

1. REGIONAL TRAIL
2. MULTI-PURPOSE SPORTS FIELDS
3. PLAYGROUND AREAS
4. RESTROOMS & COVERED PICNIC SHELTER
5. PARKING
6. PICKLEBALL COURTS
7. BASKETBALL COURTS
8. WHEELS PARK
9. UNDERPASS CLIMBING AREA

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

A—COMMUNITY PARK EXAMPLES

NOTE:
These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

B—AMENITY AREA

11 INDOOR/OUTDOOR DESTINATION PLAYGROUND

12 UNDERPASS AMPHITHEATER

13 MAIN AMENITY BUILDING

14 SPLASH PAD

15 ENTRY PLAZA

16 BOULDER CLIMBING FEATURE

17 EVENT / SPORTS LAWN / U8 SOCCER

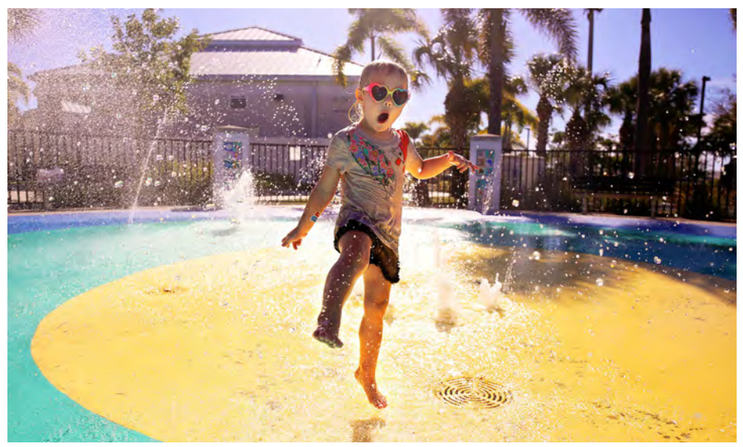
18 PARKING

19 REGIONAL TRAIL

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

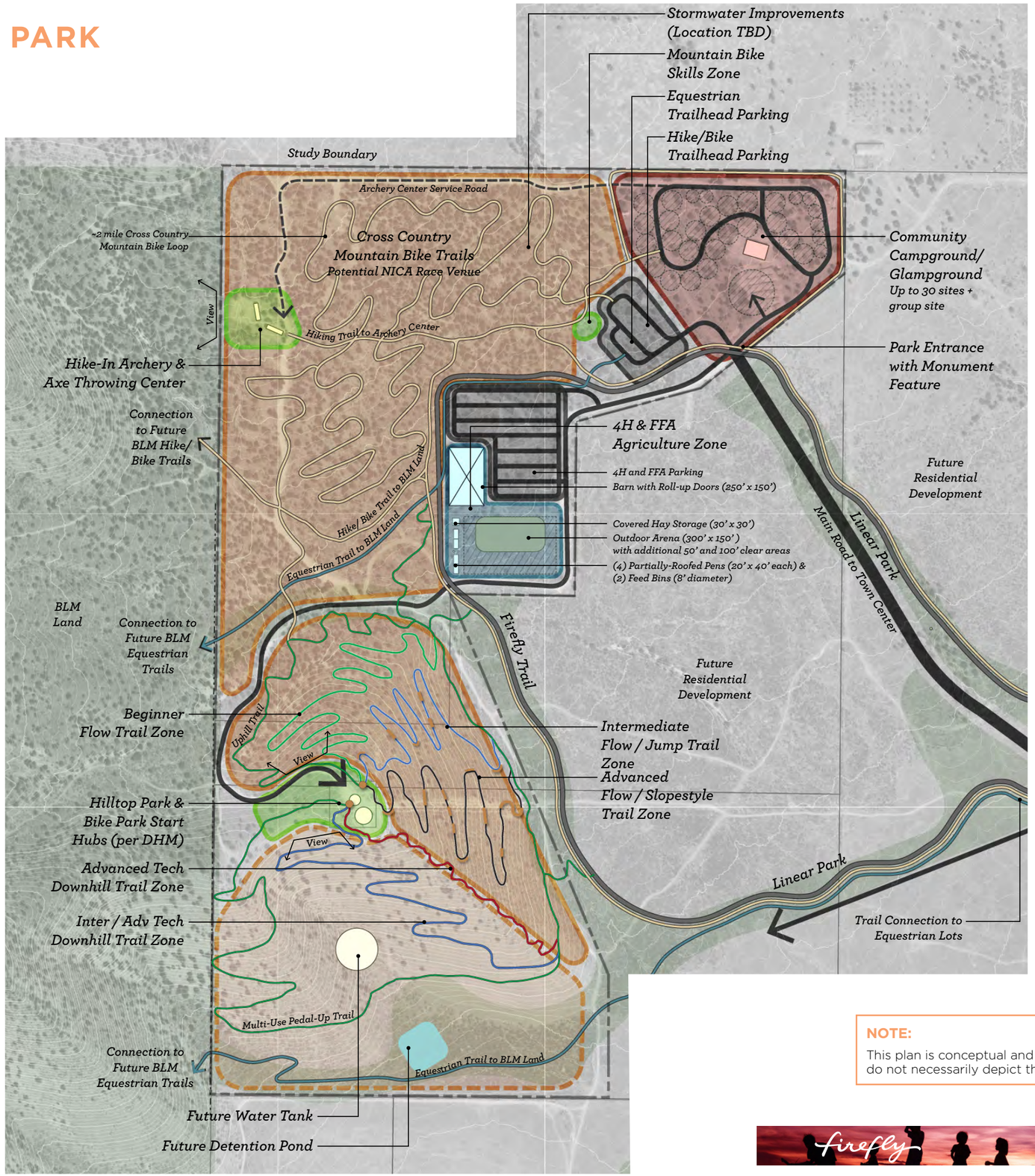
0 25 100
10 50 200
SCALE: 1"=100'-0"

B—AMENITY AREA EXAMPLES



NOTE: These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

C—REGIONAL PARK



Legend

- Passive Recreation & Trails Zone
- Active Recreation Zone
- Campground Zone
- Parking
- Agriculture Zone
- Parks and Public Land
- Study Boundary
- Road
- Service Road
- Shared Use Path
- Multi-use Trail
- Equestrian Trail
- Directional Mountain Bike Trails by Difficulty
- Bike Features

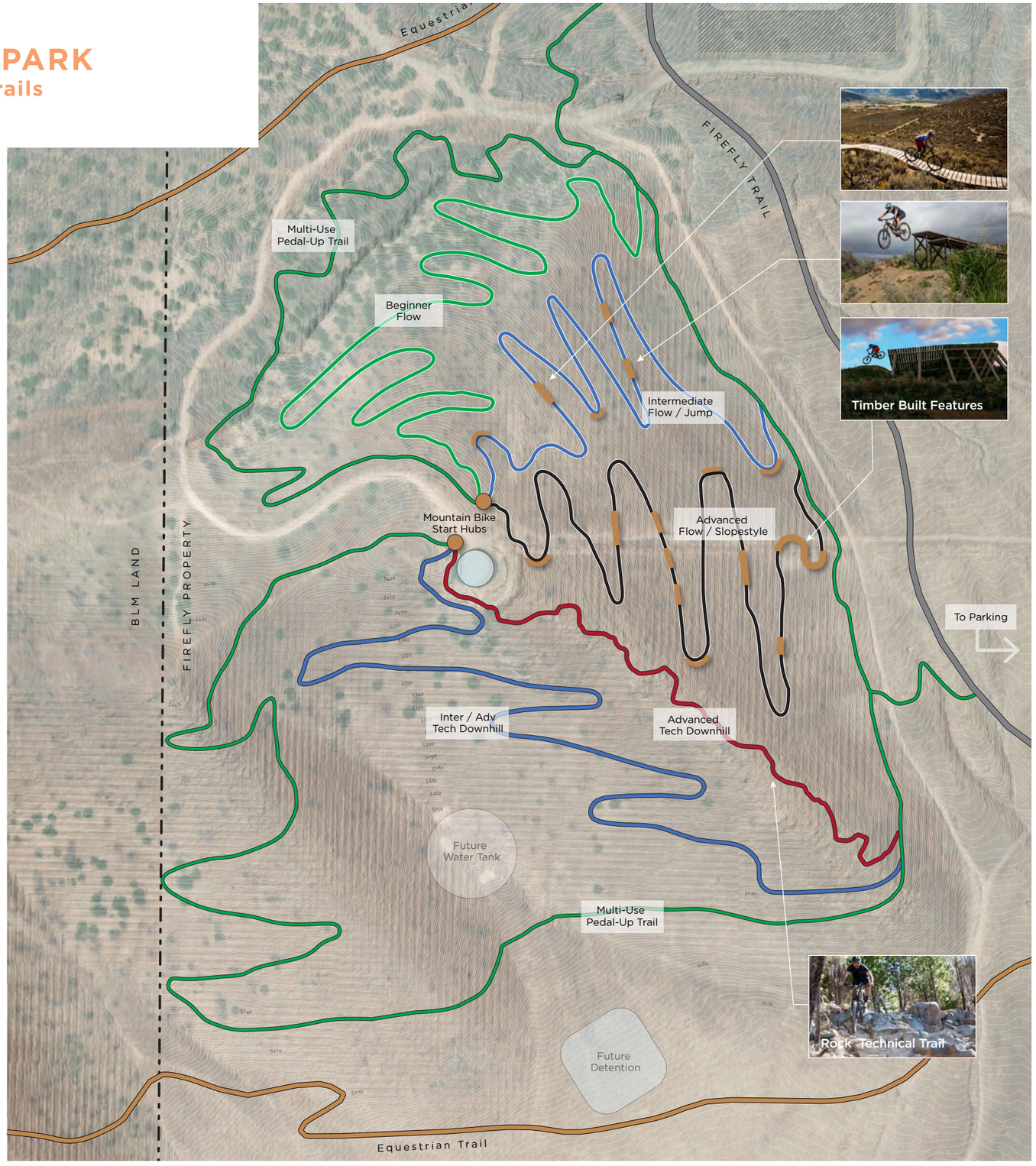
North

1" = 200'-0"

0 200 400 ft

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

C—REGIONAL PARK
Downhill Flow Trails



LEGEND

- Multi-Use Path from Firefly
- Multi-Use Two-Way Trail
- Downhill Beginner Flow
- Downhill Intermediate Flow / Jump
- Downhill Advanced Flow / Slopestyle
- Downhill Inter / Adv Technical
- Downhill Advanced Rock Garden
- Equestrian Trail to BLM Land
- Mountain Bike Start Hub
- Timber Mountain Bike Feature

NOTE:

This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

C—REGIONAL PARK EXAMPLES

NOTE:
These photos are intended to represent PTOS or amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

ENTRANCE FEATURES / MONUMENT SIGNAGE

Entrance features and monument signage may be installed by Master Developer to identify neighborhoods and promote the Firefly brand. All entrance features will be located outside public utility easements (PUEs). Placement of these monument signs will be in compliance with the AASHTO clear sight triangle regulations. Specific locations and landscaping plans will be detailed at Development Application.

Primary entrance features are monument signs that include the name and branding for Firefly as a whole, and are situated in highly visible locations which may be bermed up to increase visibility. The primary entrance feature may be double-sided and/or illuminated. Each face may not exceed 200 square feet, and the top of the sign may not be higher than 20 feet from grade.

Secondary, neighborhood, and park entrance monument signs are smaller than primary entrance features. These monument signs may be double-sided and/or illuminated. Each face may not exceed 100 square feet, and the top of the sign may not be higher than 12 feet from grade. Secondary signs may feature the Firefly logo. Neighborhood signs will generally highlight the name or special features of a neighborhood within Firefly. Park entrance monument signs feature the name of the park.

The supporting structures for entrance features/monument signs will be designed with materials and styles that are consistent with the character of Firefly. The signage plan will be approved by the ARC prior to Development Application(s) as appropriate.

NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

COMMUNITY WAYFINDING SIGNS

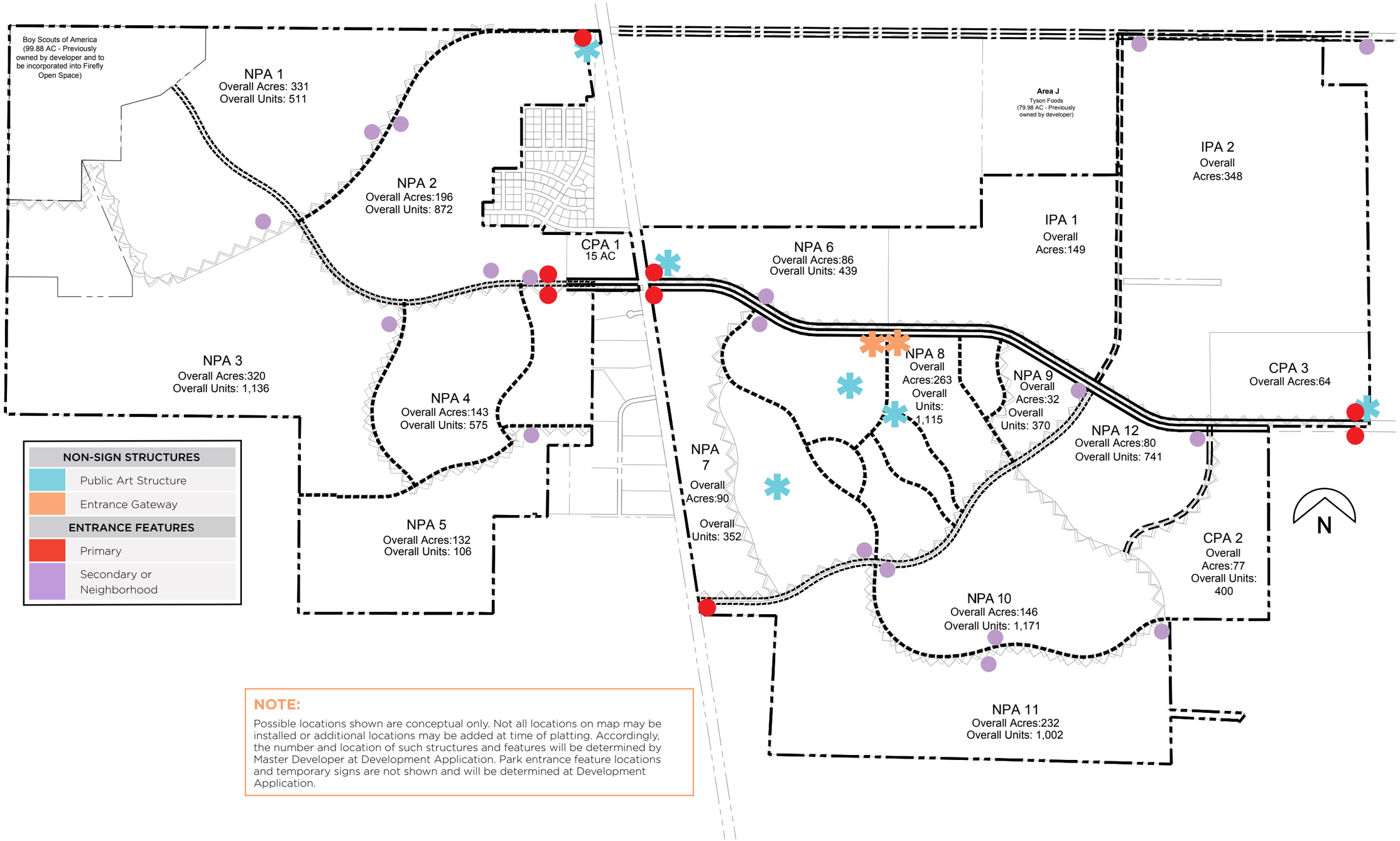
Permanent wayfinding signage will guide residents and visitors to parks, trailheads, and other amenities within Firefly. Providing effective wayfinding will allow the PTOS network to be used to its full potential. Final design details for wayfinding signage will be determined at Development Application. Wayfinding signs may be illuminated. Additionally, wayfinding signs may be double-sided, and each face may not exceed 60 square feet. The top of wayfinding signs may not be higher than 10 feet from grade. The locations of these signs will be determined at Development Application as appropriate.

NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

TRAIL SIGNAGE

Permanent trailhead sign faces may be as large as 60 square feet. Supporting structures for trail signs will be designed with a style that is consistent with the character and appearance of the entrance features for each trail. Trail signs may be used to showcase trailhead locations, trail names, and distances. Final locations of signage will be determined at Development Application.

MONUMENTATION PLAN



NOTE:

Possible locations shown are conceptual only. Not all locations on map may be installed or additional locations may be added at time of platting. Accordingly, the number and location of such structures and features will be determined by Master Developer at Development Application. Park entrance feature locations and temporary signs are not shown and will be determined at Development Application.

LANDSCAPING PHILOSOPHY

Landscaping will follow the Landscape Water Efficiency (LWE) standards. The landscaping philosophy for the LWE is based on best practices with an emphasis on aesthetics and water conservation. The overarching objective is to enhance the area's natural features, as well as the character of homes, buildings, streetscapes, and PTOS, in order to strengthen and frame vistas, while providing areas of intermittent shade.

All PTOS, as well as commercial and residential landscaping designs, are subject to approval by the Firefly Architectural Review Committee (ARC). The ARC or applicable Homeowners Association (HOA) will enforce the landscaping and maintenance requirements.

Streetscapes

Thoroughfares will have attractive streetscapes, which may incorporate neighborhood entrance nodes and beautiful landscaping. Streetscapes are an important part of Firefly that will serve many functions including:

1. Contributing to the personality and brand of Firefly through continuity in design
2. Providing safety for all modes of transportation
3. Creating a sense of place for residents and visitors

General Street Tree Standards

A plan for trees planted within park strips, provided at future Development Applications, shall show the plant schedule for the street trees within Firefly. Trees may be moved or removed from the plan to accommodate driveways and intersection requirements. The Master Developer may place street trees so they do not interfere with Low Impact Development (LID) street design requirements.

LANDSCAPE WATER EFFICIENCY STANDARDS

Purpose

The purpose of these Landscape Water Efficiency (LWE) standards is to conserve water resources by establishing water conservation standards for outdoor landscaping.

Applicability

The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The LWE standards shall also be required for new landscaping construction installed by homeowners.

Outdoor Landscaping Standards

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family, single-family residential projects, and two-family dwellings shall comply with the landscaping standards below:

Definitions

1. ***Active Recreation Areas***—Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sport fields and play areas).
2. ***Front Yard***—A yard extending across the full width of the lot, the depth of which is the shortest distance between the main building and the front lot line. See Figure 1.
3. ***Hardscape***—Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
4. ***Lawn***—Ground that is covered with grass or turf that is regularly mowed.
5. ***Mulch***—Any material such as rock, bark, compost, wood chips, or other materials left loose and applied to the soil.
6. ***Nonfunctional Turf***—An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.
7. ***Park Strip***—A typically narrow landscaped area located between the back-of-curb and sidewalk.
8. ***Paths***—Designed routes between landscape areas and features.
9. ***Planting Bed***—Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
10. ***Rear Yard***—A yard extending across the full width of the lot and more or less opposite to the front lot line. The depth of the rear yard is the shortest distance between the rear of the main building and the rear lot line. See Figure 1.
11. ***Side Yard***—A yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. On corner lots, the side yard adjacent to a street shall extend from the front yard setback to the rear lot line. The width of the required side setback shall be the shortest distance between the side of the main building and the side lot line. See Figure 1.
12. ***Total Landscaped Area***—Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

Landscaping Requirements

1. Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.

2. Nonfunctional turf to be used sparingly.

3. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.

4. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.

5. At least 3-4 inches of mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping. ARC approved materials shall be used in areas located within a public right-of-way.

6. The following requirements shall apply to single-family residential properties.

    a. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% (4:1 grade) or be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).

    b. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.

        i. Single-family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yards is twice as large or greater as the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped area in the front and side yards.

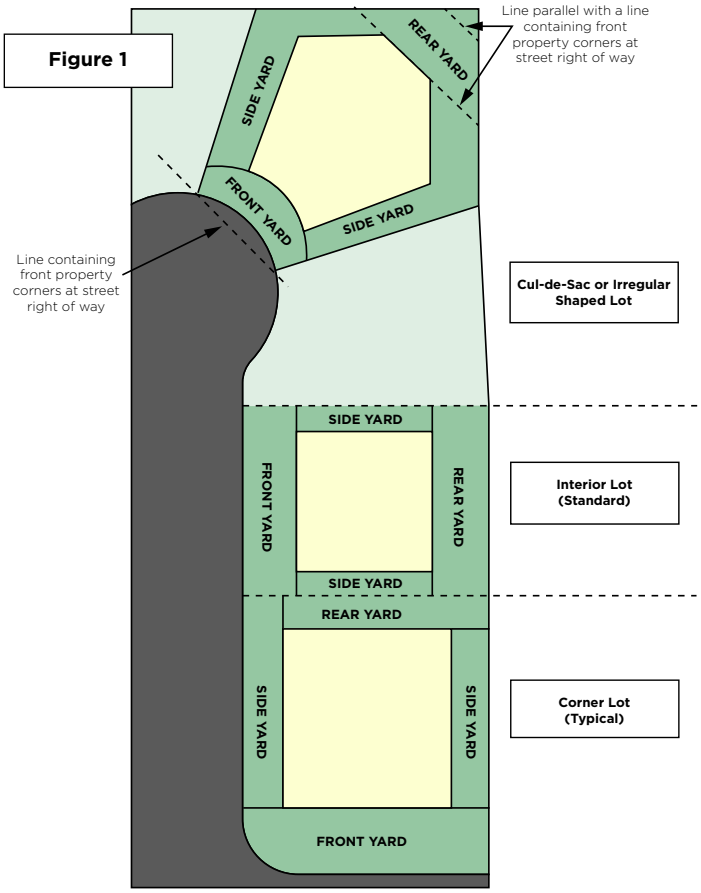
        ii. Residential lots that have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements in section i, are exempt from the 8 feet minimum width lawn area requirement.

    c. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies. Park strips are excluded.

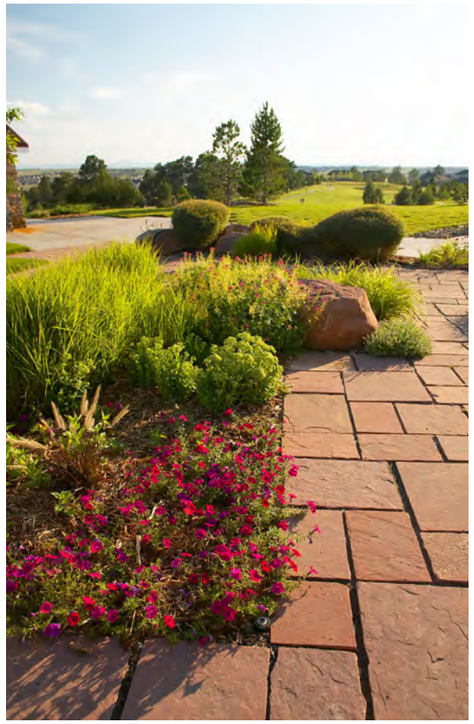
7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 30% of the total landscaped area, outside of active recreation areas.

8. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the landscaping requirements (see paragraph 6, above). Applications to receive exceptions are to be considered on a case-by-case basis by the ARC.

9. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.

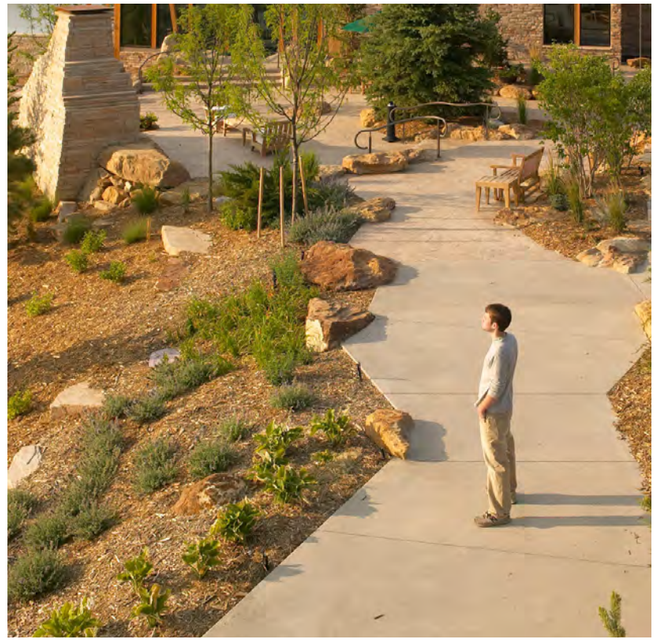


EXAMPLES OF LANDSCAPING



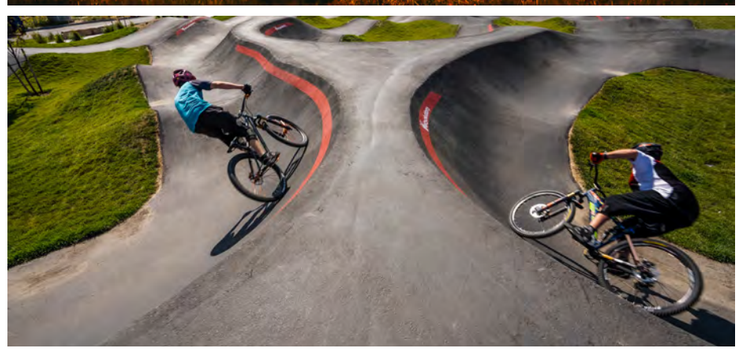
NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

EXAMPLES OF COMMUNITY CONNECTIVITY



NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



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04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

Master Owners Association

A Master Homeowners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Firefly Community. Where required, typically in multi-family areas, sub-HOAs will be established to address area-specific costs.

Firefly ARC

The ARC shall be created within the HOA. The goal of the ARC is to ensure Firefly is a pleasant, desirable, and sustainable community, with a harmonious design concept. The ARC protects and promotes the present and future values of the Firefly development. All exterior architectural building elevations, materials, colors, fencing details, landscaping, and signage within Firefly shall be subject to a design review and approval process established by the ARC.

The ARC shall review and approve all residential site plans and building permits prior to beginning Development Application and review processes. The ARC may consist of representatives of the Master Developer, as well as a selected team of professionals. The Master Developer shall retain the right to retain or replace members of the ARC at its discretion.

SINGLE-FAMILY TYPES

There are four types of single-family, detached homesites in Firefly. There are agriculture, standard, alley-load, and cottage homesites. Single-family alley-load and cottage lots may be traditional front-load homes, but may also be rear loaded with garages accessed from alleys and/or private driveways.

SINGLE-FAMILY STANDARDS

SINGLE-FAMILY DETACHED*								
Type of Lot	**Front**	**Garage**	**Rear**	**Side**	**Corner**	**Minimum Lot Width[1]**	**Minimum Lot Size**	**Maximum Building Height[2]**
Agriculture	25′	25′	35′	10′/30′	25′	90′	21,780 sf	35′
Standard A	25′	25′	25′	10′/10′	15′	85′	10,890 sf	35′
Standard B	15′	22′	20′	8′/10′	15′	80′	8,000 sf	35′
Standard C	15′	22′	20′	5′/8′	15′	48′	4,500 sf	35′
Alley Load	10′	22′	5′	5′/5′ [4]	15′	40′	4,200 sf	35′
Cottage	15′	22′	10′	5′/5′ [4]	15′	40′	3,600 sf	35′

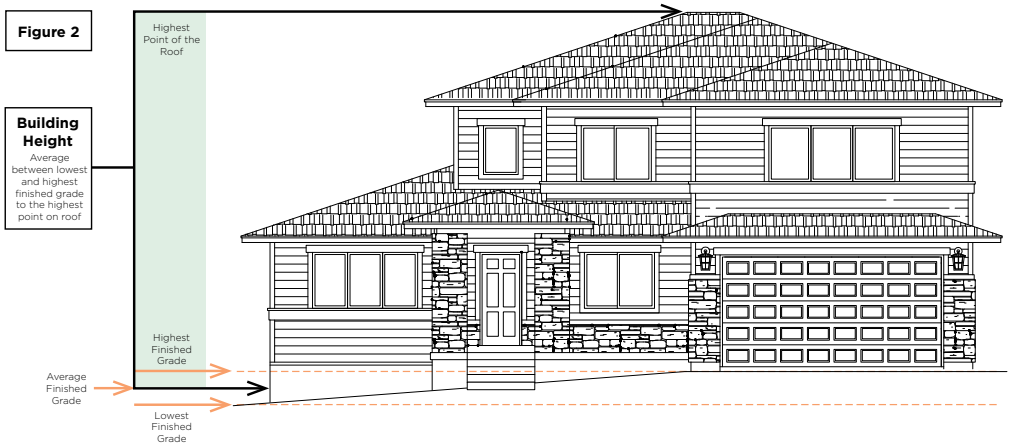
ACCESSORY BUILDINGS			
Type of Building	**Rear**	**Side**	**Maximum Building Height[2]**
Barns	5′	5′	35′
ADU[3]	5′	5′	35′

* Upon a request by the applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

Reference Notes

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design. See page 4-09.

2. Building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the roof, excluding ancillary structures.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.

3. The living space of a detached ADU must be a minimum of 400 square feet and may not exceed 50% of the primary home's footprint including the garage, up to a maximum of 1,200 square feet. An ADU may be part of a larger barn structure that may exceed 50% of the primary home's footprint, and/or be larger than 1,200 square feet.

4. Homesites with a 5'/5' side setback shall be limited to a quantity of 900.

SINGLE-FAMILY DEVELOPMENT STANDARDS

General Standards

Homes shall be a variety of styles and colors. Gated neighborhoods are permitted. 3-story homes are allowed.

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Parking Standards

A 2-car garage is required on all single-family homes. Additionally, a driveway matching the garage setbacks is required, except for alley-load lots. In the case of alley-load lots, parking must match townhome parking standards.

Fencing

Materials, specifications, and locations to be approved by the ARC.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials

EXAMPLES OF SINGLE-FAMILY HOME DESIGNS

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

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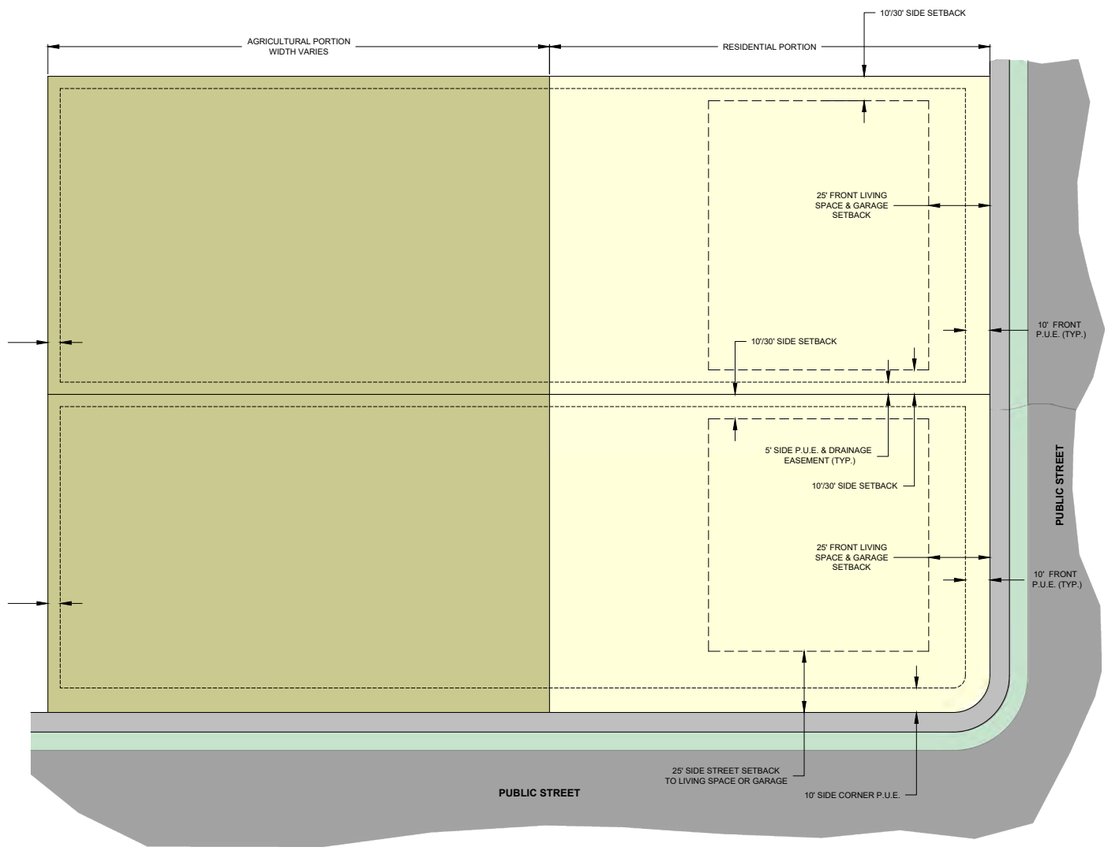
SINGLE-FAMILY SETBACK EXHIBIT

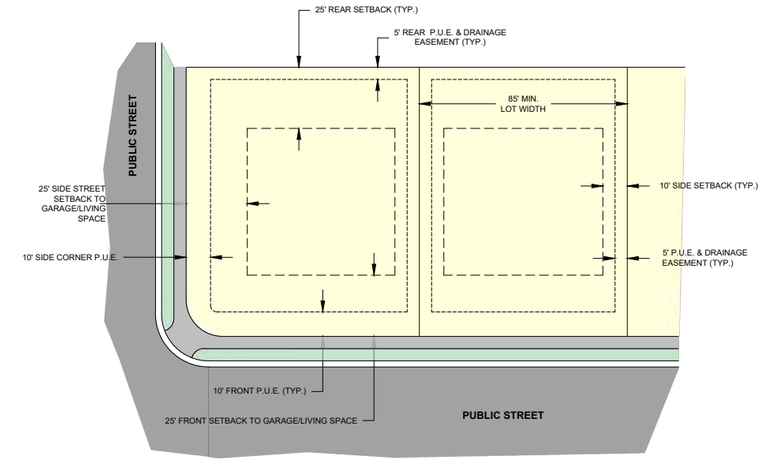
Agriculture Lot



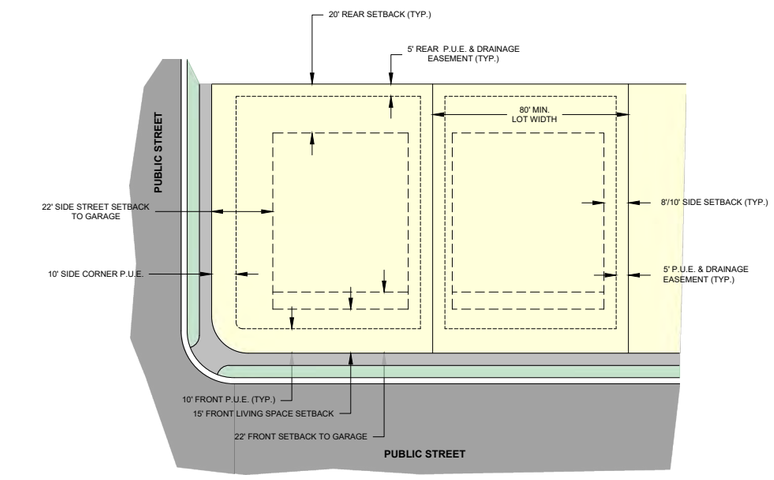
AGRICULTURAL LOT

NOTE:

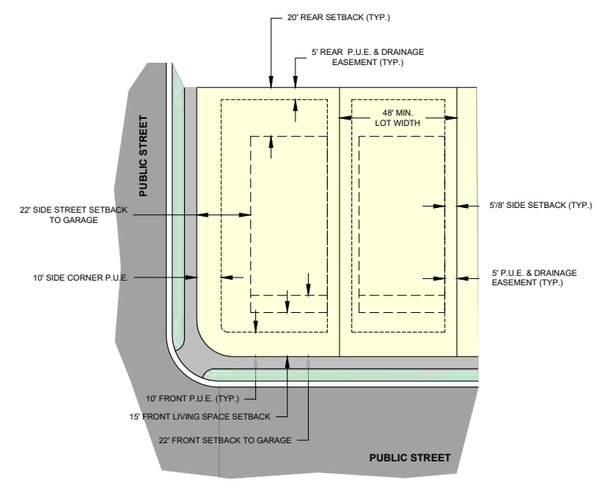
1. Structures or corrals housing animals: 50' from neighboring residences.
2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.



Standard "A" Lot



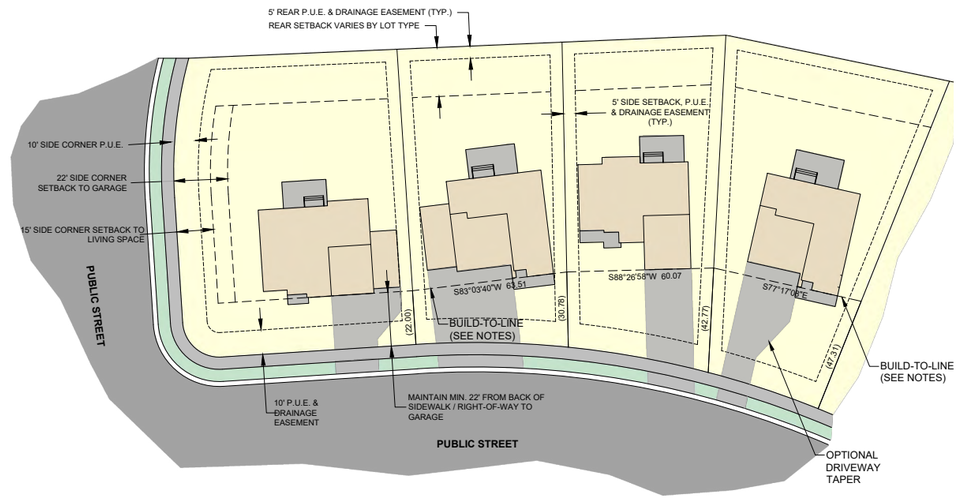
Standard "B" Lot



Standard "C" Lot

SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

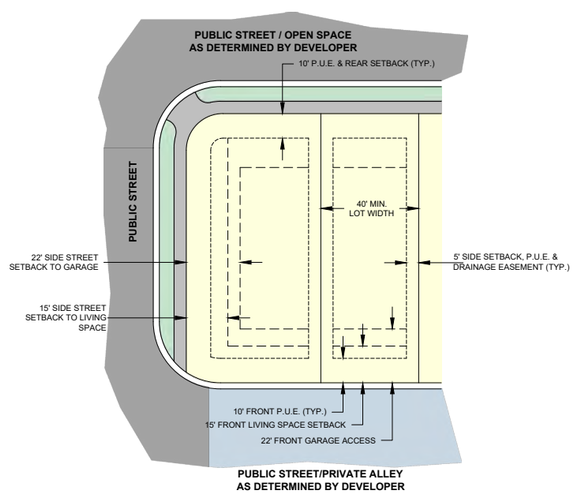
Curvilinear / Coving



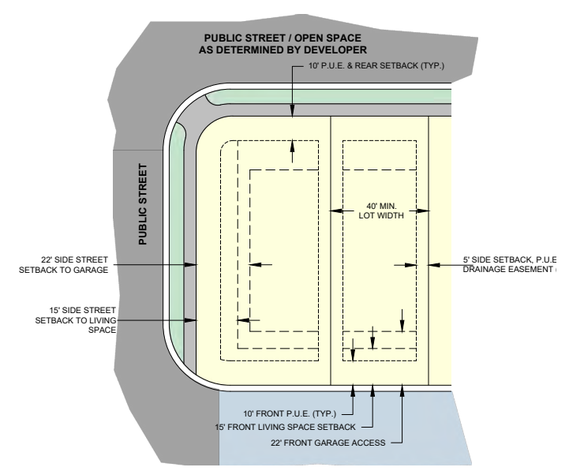
NOTE:

1. Build-to line has been established for front setback and orientation of house.
2. Build-to line to be a minimum of 22' to garage face or 15' to living space.

Cottage



Alley Load



MULTI-FAMILY TYPES

Multi-family homes are higher density residential units. Townhomes are built in a row with all units sharing a similar style. Garages may be built at the front or rear of the home. These townhomes are referred to as front-load or rear-load. Multi-family types also include apartment homes and condos, which are self-contained housing units that occupy only part of a building.

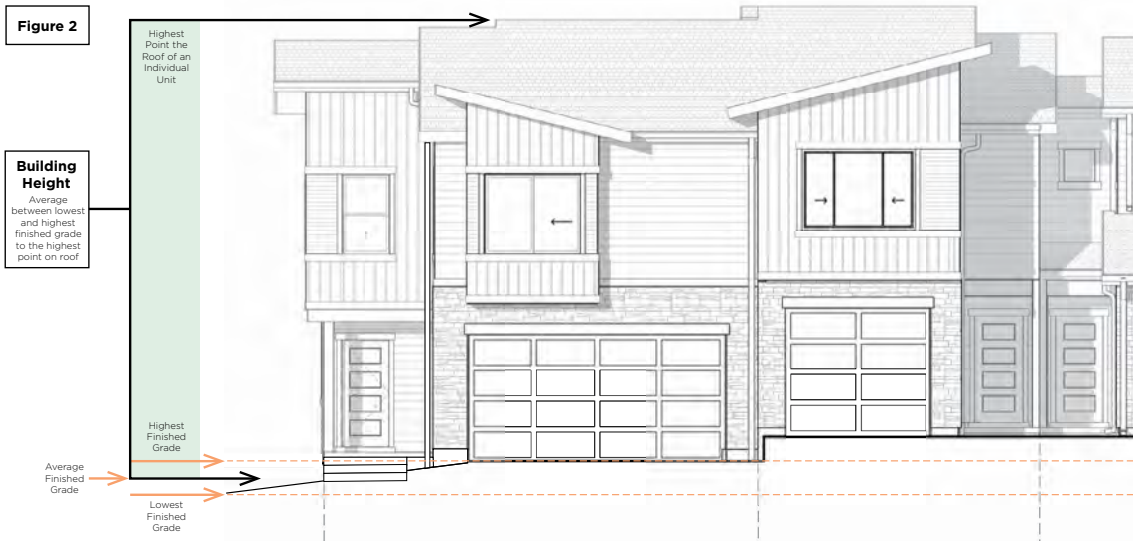
MULTI-FAMILY STANDARDS

MULTI-FAMILY*									
Type of Lot	Front	Garage	Rear	Rear Building Spacing	Side	Side Building Spacing	Corner	Max. Building Height[1]	Max. Units Per Building
Twin Home	15′	22′	10′	20′	5′/5′	10′	15′	35′	N/A
Front-Load Townhome	15′	22′	10′	20′	15′	15′	15′	40′	N/A
Rear-Load Townhome	10′	3′	3′	30′	15′	15′	15′	40′	N/A
Apartment / Condominium[2]	10′	5′	15′	30′	15′	15′	15′	55′[2]	48

* Upon a request by the Applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

Reference Note

1. Building height is measured from the average of the highest finished grade and the lowest finished grade across the front of each individual unit of the structure to the highest point of the unit's roof, excluding ancillary structures.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.

2. Multi-family buildings to be limited to four stories and 55' in height.

TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

Parking Standards

Parking requirements shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.75 stalls are required. For 2-bedroom homes, 2.5 parking stalls are required. For 3-bedroom homes, 3 parking stalls are required. For 4-bedroom homes and greater, 3.5 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.

Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Materials, specifications, and locations to be approved by the ARC. Limited common open space may be fenced.

Exterior Materials

Exterior materials are to be consistent with the architectural styling of the home. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with styling of the particular home. All materials and colors must be approved by the ARC.

Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

Building Size

Twin homes and townhomes shall consist of buildings between 1 and 12 units and shall not be greater than 200 feet in length. They share at least one structural component (e.g., concrete, pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and other PTOS platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for twin homes and townhomes.

PTOS

Twin homes and townhomes may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

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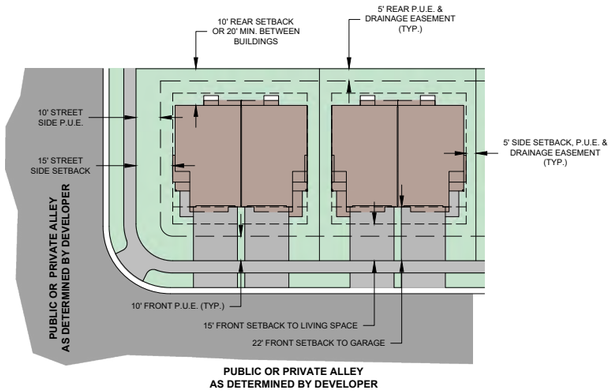
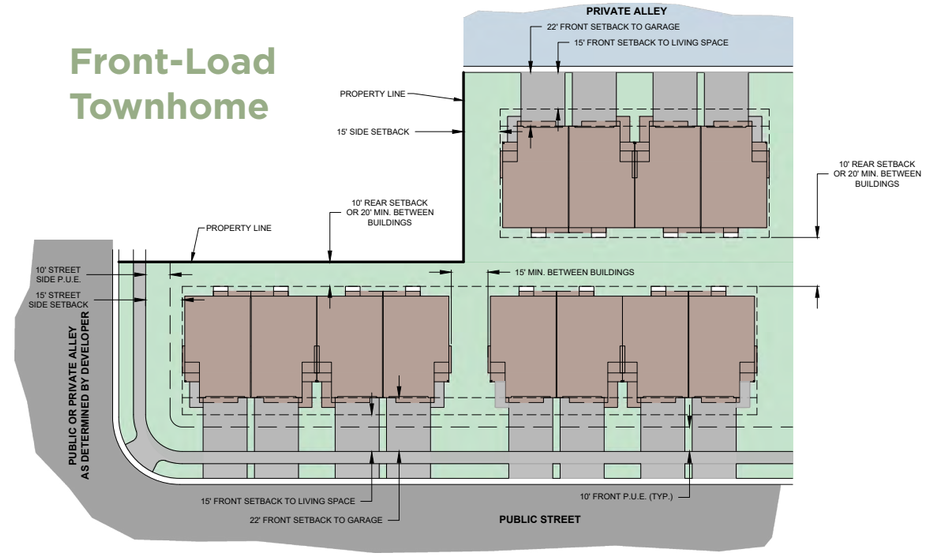
TWIN HOME & TOWNHOME SETBACK EXHIBIT

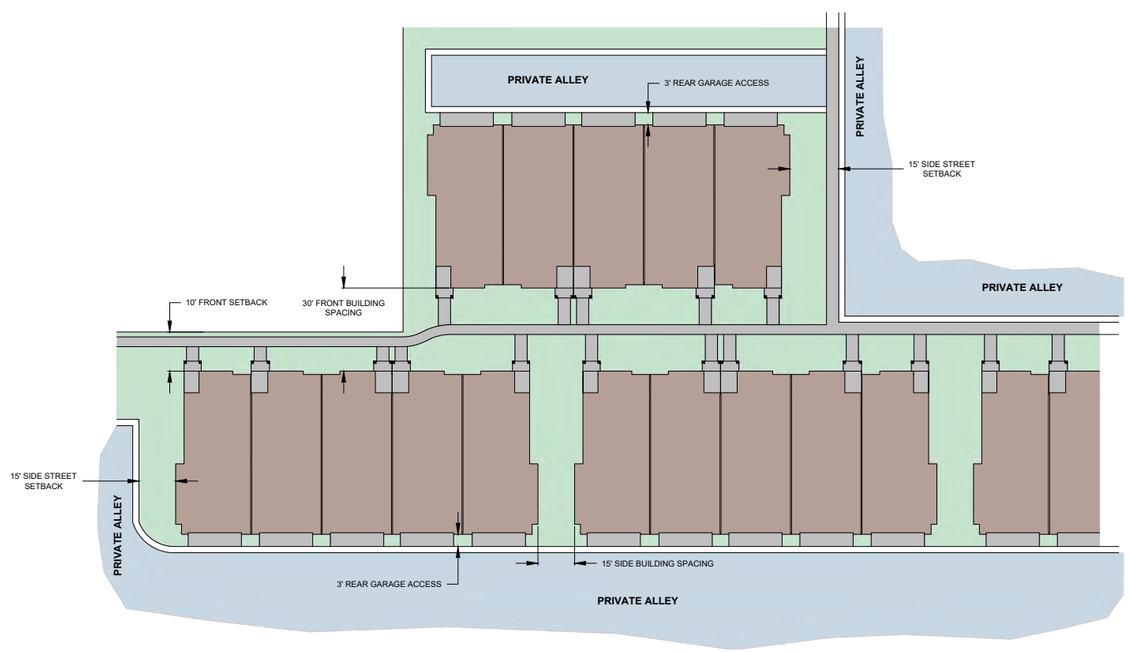
Twin Home

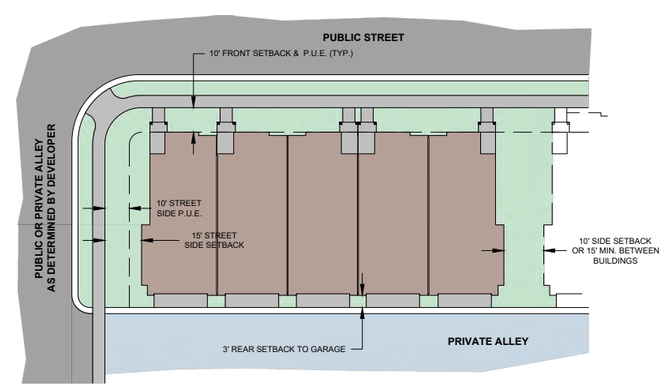


Front-Load Townhome



Rear-Load Townhome





APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback and parking requirements as determined in this community plan.

Parking Standards

Parking requirements for apartments and condominiums shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.5 stalls are required. For 2-bedroom homes, 2.25 parking stalls are required. For 3-bedroom homes, 2.75 parking stalls are required. For 4-bedroom homes and greater, 3.25 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot (covered or open), or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. For condominiums or apartments that are part of a mixed-use project, parking may be shared and the total number of shared parking spaces required for the mixed-use project may be reduced, at Master Developer's discretion, by up to 25% of the overall minimum parking requirement.

Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced.

Exterior Materials

Exterior Materials are to be consistent with the architectural styling of the building. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with the styling of the particular building. All materials and colors must be approved by the ARC.

Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

PTOS

Condominiums and Apartments may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

Apartment Pool

An apartment pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool.

EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

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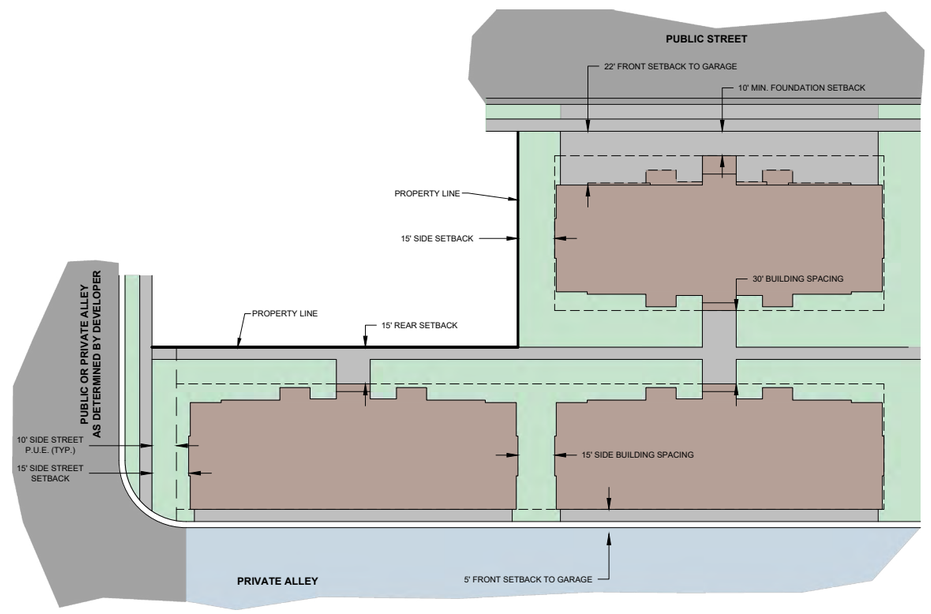
APARTMENT & CONDOMINIUM SETBACK EXHIBIT

Apartment & Condominium Building



EXAMPLES OF RESIDENTIAL HOUSING

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EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

Typical Craftsman Design

The Craftsman style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman-style home:

1. Lap siding, board and batten, and shake (shingle) exteriors
2. Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
3. Exposed rafter tails under eaves
4. Decorative corbels, braces, and beams
5. Window grids and window trim
6. Heavy, thick fascia
7. Large front porch
8. Porch supports (columns/pillars) are typically rectangular or tapered (not round) with masonry bases
9. Large roof overhangs (typically 18 to 24 inches)
10. Single-hung and double casement windows

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Typical Farmhouse Design

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures. Today, there is a growing interest in a simple, back-to-basics lifestyle. The new Farmhouse home design symbolizes that ideal. The following features identify a Farmhouse-style home:

1. Simple, single- or double-column porch supports
2. Simple, rectangular floor plan
3. Large, often wrap-around, porches
4. Window grids
5. Gable-style roofs (not hipped)
6. Large flat surfaces of board and batten on front elevation
7. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
8. Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
9. Dormers (gabled and shed dormers are appropriate)
10. Taller, more narrow windows
11. White/light exteriors are common, and modern versions are black/dark or have mixed light/dark exterior color palettes
12. Dark windows are common
13. Use of copper or other metal on small roof elements

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

Typical Scandinavian Design

Scandinavian architecture includes traditional styles from Sweden, Norway, and Denmark. Typical designs focus on merging the structure with the surrounding environment, as well as integration of wood and natural materials, natural light, clean lines, neutral colors, etc. The overarching theme of Scandinavian architecture is minimalistic and simplistic design. The following features identify a Scandinavian style home:

1. Pitched roofs, oftentimes with no overhangs
2. Porch roofs may be flat
3. Dark casement windows with no trim or screens
4. Use of large windows and skylights to bring natural light indoors
5. Simple lines with no adornments
6. Use of natural colors and materials such as wood
7. Black, red, or yellow are often used to accent natural wood elements
8. Incorporation of functionality and comfort

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

Typical Prairie Design

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space. The following features identify a Prairie-style home:

1. Roof pitches are typically 3/12-6/12
2. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
3. Large modern-style windows (typically without grids)
4. Overhanging eaves ranging from 18 to 24 inches
5. Horizontal, clean lines in the detailing
6. Lap siding with brick or stone details elements
7. Open floor plans
8. Wide, rectangular columns or pillars
9. Prominent low chimneys
10. Large, tall windows
11. Modern, glass panels in front door and garage
12. Wide front door (42 inches wide or larger)

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Typical Utah Traditional Design

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a continuity from community to community. The following features identify a Utah Traditional style home:

1. Roof pitches of 6/12 and greater
2. A mix of hip and gable roof structures
3. Bay or boxed windows with shutters
4. Masonry (brick or stone)
5. Body materials such as lap siding, shingles, and board and batten
6. Gable returns
7. Arched windows, front entrances, and garage trim
8. Use of copper or other metals on small roof elements
9. Taller front door

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

Typical Modern Design

Modern design favors strong horizontal and vertical elements, as well as geometric shapes, to create a sense of simplicity. The aim of modern design is to simplify the home, emphasize function, and remove any unnecessary frills. In place of extra adornments, clean, simple lines and shapes create interest. The following features are common in a Modern-style home:

1. Expansive roofs with pitches that are often flat with no pitch or dramatically angled
2. Minimalist design with straight, clean, lines and sharp edges
3. Low, horizontal massing with flat roofs and long-span steel trusses
4. Generous use of glass and natural light
5. Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
6. Emphasis of rectangular forms and horizontal and vertical lines
7. Emphasis on open, flowing interior spaces
8. Wide front door

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

SALES SIGNS

ON-PREMISE TEMPORARY COMMUNITY SIGNS

Temporary community signs may be installed as needed to direct traffic to builder model home(s) and/or sales trailers during the selling process. These temporary community signs are permitted within Firefly.

Temporary community signs may be installed along collectors, parkways, and minor/major arterials prior to and during active development or any form of development activity. The design and message may vary, but the purpose is to provide direction to and information about Firefly. Temporary community sign faces shall not exceed 200 square feet and height of sign shall not exceed 20 feet from grade. Temporary community signs shall be at least 200 feet from any other temporary sign. The ARC must approve the design prior to submitting a Development Application as appropriate.

BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

A model home is considered a sales facility until it is sold. Temporary signs used on builder property, as well as areas in front of a model home, spec home, or sales trailer are builder-provided signs, and are not required to be community branded. They identify who the builder is and what the builder is offering in Firefly. Builder signs may also advertise builder contact info, as well as the name of the model home, floor plan, and features found in the model home. Model signs must be approved by the ARC, and/or HOA if applicable, and are required to adhere to the following community standards:

1. Model and spec homes may not be permitted to advertise properties or units located in another subdivision or property located outside Firefly.
2. Each model home lot may include a 32 square feet sign, an 18 square feet sign, and up to three smaller informational signs that are 10 square feet or less.
3. Model and spec home signs must be removed within 30 days of when the last home is sold in Firefly or when the model home is sold.
4. Model and spec home signage must be approved by the ARC prior to Development Application.
5. Model and spec home and signage must comply with City's Vested Laws in every aspect not specifically identified herein.
6. Builders may install temporary builder signs anywhere in Firefly in compliance with the requirements of this section.
7. Builder may install a sign that is no larger than 10 square feet on each lot.

05 COMMERCIAL DEVELOPMENT STANDARDS

COMMERCIAL STANDARDS

Specific commercial uses are listed in the Permitted and Conditional Use table on pages 5-04 to 5-11. Commercial standards for IPA, CPA, and NPA areas are as follows:

BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

The IPA has been established to create an attractive development that provides opportunities for employment and tax base for Eagle Mountain City. This Area is characterized by flat, open land particularly suited for business park and industrial uses. Representative of the uses within this area are business park; technology-oriented business; manufacturing; fabrication and processing; storage warehousing; wholesale distribution; fulfillment centers; service provider offices, yards, and retail space; and flex space. Area subdivisions and dwellings on small lots, along with other uses which tend to thwart or prevent the use of the land for its primary purposes, have been excluded from this area. The following exceptions to City's Vested Laws shall apply in the IPA.

Exceptions to City's Vested Laws

Lot Area: No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

Lot Width: No minimum lot width.

COMMERCIAL WITHIN NPA AREAS

Commercial uses are permitted or conditional as set forth in the uses table on pages 5-04 to 5-11. Vertical and horizontal forms of mixed uses are also permitted or conditional so long as the commercial components of the proposed development are listed in the uses table. The following exceptions to City's Vested Laws shall apply in the NPA.

Exceptions to City's Vested Laws

Lot Area: No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

Lot Width: No minimum lot width.

Building Height: Maximum height of 55 feet.

Building Size: No minimum or maximum requirement.

Building Materials: Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

COMMERCIAL PLANNING AREAS (CPA)

The areas covered by CPAs are intended to be central retail, service, professional office, high-density apartments, and vertical or horizontal mixed-use centers. For this reason, the areas have been located in high traffic parts of the project where the street pattern makes the uses readily accessible to all parts of the community and the surrounding region. The areas are intended to provide for a variety of community activities. The CPAs are characterized by clean, well lit streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well maintained shops, stores, offices, theater, and cultural buildings, as well as high-density multi-family residential dwellings, are also characteristic of these areas. Representative of the uses in these areas are special retail, lodging, apartment housing, professional offices, theaters, restaurants, and a wide variety of retail outlets. The following exceptions to City's Vested Laws shall apply in the CPA.

Exceptions to City's Vested Laws

Lot Area: There shall be no minimum lot area requirements for commercial lots used for a commercial use permitted in the area. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot area requirements shall be the same as for dwellings, except that no lot area requirements shall apply when the dwellings are mixed use (located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the area).

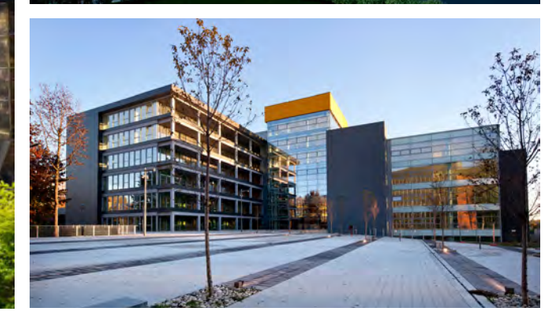
Lot Width: There shall be no minimum lot width requirements for commercial lots used for a commercial use permitted in the area.

Building Height: The maximum height of any building with a commercial use shall be 75 feet except buildings arranged, intended, or designed exclusively for residential use, the maximum height requirement shall be the same as for multi-family dwellings.

Building Size: No requirements.

Building Materials: Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS



NOTE:
These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.

PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

The following table lists the permitted (P) and conditional (C) commercial uses for CPA, IPA, and NPA areas located in Firefly. Uses that are listed as "C" (conditional) will follow the Conditional Use application procedures and approval standards found in the City's Vested Laws.

USE	CPA	IPA	NPA	DEFINITION
Accessory Dwelling Unit (ADU)			C/P[1]	Accessory Dwelling Unit (ADU) is an independent habitable living unit, with a kitchen, bath facilities, and its own entryway, which is (1) within or attached to an owner-occupied single-family residential dwelling, or (2) within a separate detached accessory structure, or above a detached garage, on a single-family lot. Does not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels.
Agricultural Sales and Service	P	P		Agricultural Sales And Service is an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses which are used for wholesale and/or retail purposes.
Animal Care Service			C/P[1]	Animal Care Service means a commercial or nonprofit facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Typical uses do not include kennels, short-term pet sitting, or hobby breeding.
Animals and Fowl			C/P[1]	Animals and Fowl for recreation and family food production means large animals including horses, mules/donkeys, cattle, llamas, and ostriches and small animals including roping steers, goats, sheep, hogs, and pigs. Up to 1 large animal, 1 small animal, and 4 chickens allowed per 5,000 square feet (minimum lot size of 21,780 square feet).
Asphalt and Concrete Production		P		Asphalt and Concrete Production means the production of asphalt and/or concrete in one or more plants, including, but not limited to, batch plants, together with the excavation and storage of rock, sand, gravel, and other materials used in the production of asphalt and/or concrete. This term shall include the presence and operation of rock crushers, screens, shredders and other earth and plant sorting, moving, processing, and grading equipment and buildings, facilities and storage yards used to mix asphalt and concrete products.
Assisted Living Facility	P		C/P[1]	Assisted Living Facility means a residential facility, licensed by the state of Utah, with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services and who have a service plan based on the assessment, which may include: specified services of intermittent nursing care; administration of medication; and support services promoting residents' independence and self-sufficiency. An assisted living facility does not include a residential facility for persons with a disability or an adult day care provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability.
Auction (Except Animals)	P			Auction is any sale where tangible goods, wares, or merchandise is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.
Auto Service, Major	P	P		Auto Service, Major means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including paint, body and fender, and major engine and engine part overhaul, provided it is conducted within a completely enclosed building.
Auto Service, Minor	P	P		Auto Service, Minor means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune-ups and transmission work, provided it is conducted within a completely enclosed building.

USE	CPA	IPA	NPA	DEFINITION
Automobile Gas Station	P	P	C/P[1]	Automobile Gas Station means an establishment for the retail sale of automotive fuels and lubricants and at which no vehicle repair or maintenance service is offered. Such an establishment may offer for retail sale other convenience items such as food and may also include a car wash.
Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental	P	P		Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include non-serviceable or junk vehicles or equipment.
Bank	P	P	C/P[1]	Bank means a business principally involved in the lending, borrowing, exchanging, issuing, or safeguarding of money, under charter from an agency of the state of Utah or the United States.
Bar or Tavern	P	P	C/P[1]	Bar or Tavern means a business principally involved in the sale of alcoholic beverages under license from the city and the state of Utah.
Bed and Breakfast Facility	P		C/P[1]	Bed and Breakfast Facility means a limited commercial activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodations, limited food services, parking facilities and open space in a natural setting.
Car Wash	P	P	C/P[1]	Car Wash means a facility engaged in cleaning or detailing motor vehicles, including cars, passenger trucks, and recreational vehicles, whether self-service, automatic or by hand. A car wash may be an accessory use to an automobile gas station or convenience store, or it may be a principal use on the lot.
Commercial Food Preparation	P	P		Commercial Food Preparation is a facility in which food is processed or otherwise prepared, primarily for off-site consumption and/or sales. Facilities may be shared among various food processors, producers, or preparers. Uses may include but are not limited to: commissary kitchen and catering.
Communication Facility	P	P		Communication Facility means a tower or structure used for transmitting a broadcast signal or for receiving a broadcast signal (or other signal) for retransmission.
Construction Sales and Service	P	P		Construction Sales and Service is an establishment engaged in retail or wholesale sale of materials and services used in construction of buildings or other structures, as well as outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumber yards, home improvement centers, lawn and garden supply stores, construction equipment sales and rental, air conditioning, electrical, plumbing, and heating supply stores, swimming pool sales, construction and trade contractors' offices and storage yards, and public utility corporation storage yards.
Convenience Store	P	P	C/P[1]	Convenience Store is an establishment, not exceeding five thousand (5,000) square feet of gross floor area, serving a limited market area and engaged in the retail sale or rental, from the premises, of food, beverages and other frequently or recurrently needed items for household use, excluding gasoline sales.
Data Center	P[2]	P		Data Center meaning electronic data management businesses, centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.
Day Care Center, Adult	P	P	C/P[1]	Day Care Center, Adult means a non-medical facility for the daytime care of adults who, due to advanced age, disability or impairment, require assistance and/or supervision during the day.
Day Care Center, Child, Large	P	P	C/P[1]	Day Care Center, Child, Large means an establishment providing care and maintenance to 50 or more children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.

USE	CPA	IPA	NPA	DEFINITION
Day Care Center, Child, Small	P	P	C/P[1]	Day Care Center, Child, Small means an establishment providing care and maintenance to more than 12, but fewer than 50, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.
Day Care Establishment, Family, Child	P		C/P[1]	Day Care Establishment, Family, Child means an establishment providing care and maintenance to four or more, but fewer than 12, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services to be provided within a single-family residence.
Electronic Sales and Repair	P	P		Electronic Sales and Repair means a retail establishment that deals in the sale and repair of electronics.
Flea Market (Indoor)	P	P		Flea Market (Indoor) is a building devoted to the indoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.
Flea Market (Outdoor)	P	P		Flea Market (Outdoor) is an outdoor area devoted to the periodic outdoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.
Funeral Home	P		C/P[1]	Funeral Home is an establishment engaged in preparation of funeral services. Uses may include the preparation of the deceased for burial, for the display of the deceased and/or for ceremonies or services related thereto. A funeral home may include facilities for embalming, but not for cremation. It may also include facilities for the storage of caskets, funeral supplies, and funeral vehicles. A funeral home may also be known as a funeral parlor or a mortuary.
Garden Center	P	P	C/P[1]	Garden Center means an establishment for the growing, cultivation, storage, or sale of plants, flowers, trees, shrubs, garden plants, bushes, landscaping materials, or similar plantings, including materials, tools, implements, equipment, and packaged substances for the maintenance and care of such plantings intended for ornamental, garden, or landscaping purposes. Typical uses include greenhouses, plant and tree nursery, permanent tree lots, and garden supply stores. Typical uses do not include sod farms, storage sites for landscaping materials or cannabis production facilities.
Government Service	P	P	C/P[1]	Government Service is any building or facility used, owned, or operated by a government entity which provides services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.
Grain Elevator		P		Grain Elevator is a storage area or structure where grain products are temporarily stored for transfer to trucks, train cars, or other forms of transportation.
Heliport		P		Heliport is a landing area solely for the landing of helicopters. A heliport may include more than one helipad.
Hometel	P			Hometel is a building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis.
Hospital	P	P		Hospital is a facility that: A. Offers services more intensive than those required for room, board, personal services and general nursing care; B. Offers facilities and beds for use beyond twenty four (24) hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; or C. Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include accessory uses, such as offices for medical and dental personnel, daycare facilities for employees, patients, or patient visitors, and central service facilities, such as pharmacies, medical laboratories, and other related uses.

USE	CPA	IPA	NPA	DEFINITION
Hotel or Motel	P	P		Hotel or Motel means a building or group of buildings containing individual sleeping units designed and used primarily for the accommodation of short-term guests, and with automobile parking or storage available. This definition includes restaurant, food service and group meeting facilities.
Indoor Shooting Range	P	P		Indoor Shooting Range means a target range used for shooting, or for any other use involving the discharge of handguns, rifles, shotguns, or archery bows, which is open to the general public upon payment of a fee and which is located within the confines of a building.
Kennel	P	P		Kennel is an establishment having three (3) or more dogs of any age for the purpose of boarding, letting for hire, or training for profit.
Laboratory, Medical Related	P	P		Laboratory, Medical Related is an establishment that performs research and analysis of medical tests and biologic samples collected for the purpose of medical diagnosis. A medical related laboratory is not a bio-medical facility.
Liquor Store	P	P		Liquor Store is a State store, owned and operated by the State of Utah, as defined and regulated under Utah Code Annotated title 32B, or its successor, for the sale of alcoholic beverages for off premises consumption.
Manufactured Home or Dwelling			C/P[1]	Manufactured Home or Dwelling means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act (4 USC 5401), the International Building Code or the International Residential Code. Mobile homes, travel trailers, houses mounted on self-propelled or drawn vehicles, shipping containers and tents or other forms of temporary housing or portable housing are not included within this definition.
Manufacturing, Heavy		P		Manufacturing, Heavy means the assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than average effects on the environment, or that ordinarily have significant effects on the use and enjoyment of adjacent property through noise, dust, smoke, fumes, odors, glare or health or safety hazards or that otherwise do not constitute "light manufacturing." This term includes processing and fabrication of large or bulky products, products made from raw or extracted materials, or products involving flammable or explosive materials and processes which require land area for fabrication or storage of products. This term shall include refineries and chemical manufacturing.
Manufacturing, Light	P	P		Manufacturing, Light means the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create noise, dust, smoke, fumes, odors, glare or health or safety hazards outside of the building or lot where such activities take place, where such uses are housed entirely within a building or where the area occupied by outdoor storage of goods and materials used in such processes does not exceed 25 percent of the floor area of all buildings on the property. Light manufacturing generally includes processing and fabrication of finished products, predominantly from previously prepared materials. This term shall include uses such as electronic equipment production and printing plants.
Medical and Health Care Offices	P	P	C/P[1]	Medical and Health Care Offices means offices or clinics which provide services for the prevention, treatment and care of illness or injury; medical, dental and chiropractic offices; offices devoted to the healing arts such as licensed, accredited massage therapists; licensed physical therapists; and psychotherapists; and which may include a pharmacy, drug store or laboratory intended to serve patients of the medical or dental professions as an accessory use.
Mixed Use	P		C/P[1]	Mixed Use means a type of development containing both residential dwelling units and other uses, such as commercial or office uses, on the same or adjacent portions of the project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are in different buildings but that share common features such as parking).
Modular Unit			C/P[1]	Modular Unit is a structure built from sections manufactured in accordance with the construction standards adopted pursuant to Utah Code Annotated title 15A, and transported to a building site, the purpose of which is for human habitation, occupancy or use.

USE	CPA	IPA	NPA	DEFINITION
Moving and Storage Facilities and Businesses		P		Moving and Storage Facilities and Businesses means a facility or business engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the parking of moving vehicles.
Multi-family Dwelling	P		P	Multi-family Dwelling means housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multi-family dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multi-family dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental.
Museum	P		C/P[1]	Museum means an institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.
Office Use	P	P	C/P[1]	Office Use means a type of business use, which may or may not offer services to the public, that is engaged in the processing, manipulation or application of business information or professional expertise. An office use is not materially involved in fabrication, assembly or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. Examples include accounting, investment services, architecture, engineering, legal services and real estate services.
Office/Warehouse	P	P		Office/Warehouse is a facility of single or multiple buildings or units where at least twenty-five percent (25%) of each building or unit is built as office space or showroom with the remainder of the building or unit built as storage or warehouse space. Such facility typically has garage bays to service the warehouse component.
Open-Air Businesses	P	P		Open-Air Businesses is any business which sells, primarily at retail, certain goods, products or merchandise which are displayed or otherwise merchandised outside an enclosed building, including but not limited to fresh fruits, fresh vegetables, flowers, landscape nurseries, home garden supplies and equipment, auto sales, parking lot sales, camper sales, recreational vehicles, arts, crafts, and playground equipment.
Outdoor Storage	P	P		Outdoor Storage means the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to the public.
Park, Community	P	P	C/P[1]	Park, Community means one that is typically intended to serve a specific segment of the community and is generally medium-sized. Park improvements are generally intended to provide a full range of passive and active recreational events. However, extensive lighting or parking will not be utilized in these parks.
Park, Neighborhood	P	P	C/P[1]	Park, Neighborhood is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.
Park, Regional	P	P	C/P[1]	Park, Regional is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the population.
Parking Lot	P	P	C/P[1]	Parking Lot is an open area other than a street, alley, or driveway, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation or as an accommodation for clients or customers.
Pawnshop	P			Pawnshop is any person or establishment engaged in any of the following: A. Lending money on deposit of personal property. B. Dealing in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledgor or depositor. C. Lending or advancing of money on personal property by taking chattel mortgage security thereon and taking or receiving possession of such personal property. D. Selling unredeemed pledged personal property, together with such new merchandise, as will facilitate the sale of such property.

USE	CPA	IPA	NPA	DEFINITION
Pet Sales	P		C/P[1]	Pet Sales is any establishment wherein dogs, cats, small household pets such as birds, fish, and reptiles, or other household pets of any age are kept or displayed for the purposes of retail sales. This definition does not include kennel; cattery; animals for sale by an animal breeder; or the sales of small household pets that may be associated with another allowed use. Pet sales does not include animal adoptions from a city or county animal shelter, animal control agency, or a non-profit animal welfare organization incorporated within the State of Utah for the purpose of preventing cruelty to animals, or by any properly authorized establishment used for the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats or other small domestic animals.
Printing and Copying, Limited	P	P	C/P[1]	Printing and Copying, Limited is a business establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.
Private and Public Schools	P		C/P[1]	Private and Public Schools means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.
Recreation and Entertainment, Indoor	P		C/P[1]	Recreation and Entertainment, Indoor is an establishment providing recreation and entertainment that is wholly enclosed in a building. Typical uses include amusement rides, athletic and fitness facilities, bowling alleys, dance halls, indoor theaters, pool halls, racquetball and handball courts, and swimming pools.
Recreation and Entertainment, Outdoor	P			Recreation and Entertainment, Outdoor is an establishment providing recreation and entertainment which takes place in the open. Typical uses include archery ranges, batting cages, campgrounds, golf courses, golf driving ranges, drive-in theaters, miniature golf courses, rodeo grounds, tennis courts, and amusement rides.
Recreational Vehicle Storage Yard	P	P	C/P[1]	Recreational Vehicle Storage Yard is a fenced area for storage of recreational vehicles.
Recycling Center, Indoor		P		Recycling Center, Indoor is a building in which recyclable material is collected, processed, and/or baled entirely within an enclosed building. Said facility may also be used to prepare and ship materials to others who will use those materials to manufacture new products. On site drop off containers shall be located a minimum of thirty (30) feet back from the right of way line and shall be screened to mitigate blowing debris.
Recycling Collection Station	P	P	C/P[1]	Recycling Collection Station is one or more outdoor freestanding containers available to the general public occupying an area not greater than four hundred (400) square feet, exclusive of area required for vehicular access, and designed to receive and store recyclable materials.
Religious or Cultural Meeting Hall	P		C/P[1]	Religious or Cultural Meeting Hall means a building or buildings owned or maintained by organized religious organizations and nonprofit associations for social, civil or philanthropic purposes, or as a place of worship. Uses also include public nonprofit displays of art, historic or cultural artifacts or other inanimate exhibits, a building used as a lending library or reading room, seminaries (associated with schools), monasteries and convents. This definition shall not include tents or temporary structures.
Research Service		P		Research Service is an establishment engaged in industrial, medical, or scientific inquiries.
Residential Dwelling Unit			P	Residential Dwelling Unit ("RDU") means a single unit intended to be occupied for a residential living purpose.
Residential Facility for Persons with a Disability	P		C/P[1]	Residential Facility for Persons with a Disability means a residence in which more than one person with a disability resides and which is licensed or certified by: the Utah Department of Human Services under Utah Code Annotated Title 62A, Chapter 2, Licensure of Programs and Facilities; or the Utah Department of Health under Utah Code Annotated Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.
Restaurant	P	P	C/P[1]	Restaurant means a building, property, or location where the primary purpose is to serve as an eating establishment with facilities in which food is prepared for either on- or off-site consumption. This definition also includes specialty food stores, such as ice cream parlors or delicatessens.

USE	CPA	IPA	NPA	DEFINITION
Retail Goods Establishment	P	P	C/P[1]	Retail Goods Establishment means a building, property, or activity, the principal use or purpose of which is the sale of physical goods, products, or merchandise directly to the consumer.
Retail Services Establishment	P	P	C/P[1]	Retail Services Establishment means a building, property, or activity where the principal use or purpose is the provision of personal services directly to the consumer. This term shall include barber shops, beauty parlors, laundry and dry cleaning establishments (with off-plant premises), tailoring shops, shoe repair shops, and the like.
Retail, General	P	P	C/P[1]	Retail, General is an establishment that rents or sells goods to the public but excluding uses specifically classified in another definition herein. Typical uses include apparel stores, antique shops, art and hobby supply stores, bicycle shops, bookstores, clothing rental stores, department stores, discount stores, drugstores, electronic appliance stores, florists, food stores, furniture and appliance stores, gift and novelty shops, glass and mirror shops, hardware stores, home improvement centers, jewelry stores, medical supply stores, music stores, optical retail sales, paint stores, pet supplies stores, photocopying and blueprinting shops, photography supply stores, record, tape and video stores, sporting goods stores, toy stores and variety stores.
Rock, Sand and Gravel Storage and Distribution (As Part of Development)	P	P	C/P[1]	Rock, Sand and Gravel Storage and Distribution is the outdoor storage and sale of rock, sand and gravel in bulk quantities and the storage on site of necessary loading equipment, facilities and vehicles.
Short Term Rental	P		C/P[1]	Short Term Rental is a lease or rental of a dwelling unit, or any portion thereof located within agricultural or residential zones for lodging or accommodation purposes for a period of less than thirty (30) consecutive days.
Sign, Painting, Fabrication	P	P		Sign, Painting, Fabrication is a facility and/or service that specializes in the fabrication of all types of interior and exterior signage and offers services including painting, printing, sandblasting, routing, engraving and/or sign installation.
Stables	P		C/P[1]	Stables means a building in which horses are sheltered, which may be accessory to a resident or other use or a freestanding principal use.
Store, Warehouse Club	P			Store, Warehouse Club is a retail business requiring patron membership, and selling packaged and bulk foods and general merchandise. They are characterized by high volume and a restricted line of popular merchandise in a no frills environment. They have centralized exit checkout stations, and utilize shopping carts for customers. These stores typically range from one hundred twenty thousand (120,000) to one hundred fifty thousand (150,000) square feet in size.
Tattoo and Body Engraving Service	P			Tattoo and Body Engraving Service is a personal service establishment furnishing tattoos and body piercing on the premises. This definition excludes permanent cosmetics when done in association with a permitted personal care service, such as a beauty shop or nail salon.
Trade/Vocational School	P	P		Trade/Vocational School is an establishment, for profit or not, conducting a course of instruction, training, or retraining to prepare individuals to follow an occupation or trade offering regularly scheduled instruction in technical, commercial or trade skills, such as, but not limited to, business, real estate, building and construction trades, electronics, computer programming and technology, automotive and aircraft mechanics and technology, and similar types of instruction.
Travel Center	P	P		Travel Center means a place for the transient stopping, parking, and fueling of commercial trucks. Travel Centers may also include facilities for eating, sleeping and recreation of the truck drivers, convenience stores; and may also serve the general public and their vehicles.
Truck Freight Terminal		P		Truck Freight Terminal is a premises used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.

USE	CPA	IPA	NPA	DEFINITION
Utility, Major		P		Utility, Major is a facility of any entity which provides the general public with electricity, natural gas, sewage collection, telecommunication, water, or other similar service. This term excludes wireless telecommunication facilities, storage buildings or yards, gas or oil processing, and manufacturing facilities. Typical uses include electric generation plants, water storage reservoirs, and water and wastewater treatment plants.
Warehouse		P		Warehouse is a structure, or part thereof, or area used principally for the storage of goods and merchandise.
Warehouse, Self Service Storage	P	P		Warehouse, Self-Service Storage is an enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.
Welding Shop		P		Welding Shop is a business in which metal is joined, united, repaired, produced, or created by heating and allowing the parts to flow together, or by hammering or compressing with or without previous heating.
Wholesale, Distribution		P		Wholesale Distribution is a business that maintains an inventory of materials, supplies and goods related to one or more industries and sells bulk quantities of materials, supplies and goods from its inventory to companies within the industry. A wholesale distributor is not a retail goods establishment.
Woodworking Mill		P		Woodworking Mill is a facility where timber is processed to produce wood products.

1 Permitted in NPAs 9 and 12. Conditional in all other NPAs.
2 Permitted in CPA 3

CONTINUING USE RESTRICTION

Once a final plat for a residential use is recorded there will be a plat note providing that the residential use cannot be modified except by a plat amendment.

COMMERCIAL/BUSINESS PARK SIGNS

All signs within the Firefly boundaries are considered on-premise signs. Monument sign design will be detailed at Development Application. Pylon, pedestal, and wall signs consisting of letters and cabinets indicating the business, commodities, service, industry, or other activity sold, offered, or conducted on the premises are permitted in NPA, IPA, and CPA areas in accordance with the following criteria:

MONUMENT SIGNS IN COMMERCIAL AREAS

Commercial developments with multiple businesses shall be permitted to construct monument signs. The ARC must approve the design and locations prior to submitting a Development Application, as appropriate.

PYLON & PEDESTAL SIGNS

1. One detached on-premise sign is permitted for each developed parcel not exceeding one-and-a--half square feet of sign area for each linear foot of street frontage.
2. No sign face may exceed a total sign area of 200 square feet per side with a maximum of two sides. Electronic message centers may be incorporated into the sign, but are only allowed along arterial and major collectors.
3. If a developed parcel has in excess of 200 linear feet of street frontage, additional signs may be allowed, provided the distance between detached signs on each parcel is not less than 200 feet as measured in a straight line.
4. The maximum sign height is 35 feet above pavement grade or ground level. On properties adjacent to freeways, where the sign is freeway oriented, maximum sign height may be determined from highway grade.
5. The minimum sign clearance from grade to the bottom of the sign is eight feet.
6. Minimum sign setback from all property lines is two feet.
7. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

WALL SIGNS

1. A single-story building or unit is permitted one primary wall sign. A multiple story building is permitted to have multiple primary wall signs. Additionally, one wall sign is allowed per tenant space.
2. Primary wall signs shall not exceed ten percent (10%) of the facade on which the sign is mounted, or 96 square feet, whichever is less.
3. Each primary wall sign for single-story buildings shall maintain a minimum height of 8 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary wall sign for multiple-story buildings shall be no lower than the bottom of the top floor of the building.
4. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

06 TRANSPORTATION

ROADWAY FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide transportation service to the area. These guidelines and requirements set forth herein are based upon the current property and do not account for any additional property that may be added to Firefly. It is intended that this document be the basis for planning infrastructure. The information included will be a guide for development of the roadway facilities in serving both current and future needs. The document will focus primarily on infrastructure located within Firefly.

The specific objectives of the document include:

1. Identifying existing transportation corridors and roads within Firefly to be built by Master Developer
2. Identifying typical standards for the design of the roadway and pavement sections
3. Providing direction for the planning of future facilities throughout Firefly

Existing Transportation Corridors & Improvements

To develop the Tyson Food site, Master Developer was required to construct the following roadways within the boundary of City:

Firefly Boulevard – Firefly Blvd has been identified as the major arterial corridor transecting Firefly. From SR-73 east to Tiffany Lane, the right-of-way has been classified as 152 feet with five lanes. Construction to date has included improvements of SR-73 and a 2-lane roadway to Tyson Parkway. UDOT approved the intersection with SR-73. Pavement section determination was provided by a Geotechnical Engineer and approved by the City Engineer. The remainder of the 2-lane roadway, from Tyson Parkway to Tiffany Lane, was completed in December 2020.

4000 North – 4000 North has been identified as a major collector corridor from SR-73 to Eagle Mountain Boulevard. The road has long been a County maintained gravel road. UDOT has approved improvements of 4000 North at SR-73. The right-of-way has been classified as 94 feet with three lanes through the boundaries of the City. Curb, gutter, and trail were constructed along Tyson Food's frontage. Pavement within City extends 600 feet to the east of Tyson Parkway. The remainder of the western portion of the roadway is within Cedar Fort. City shall not require Master Developer to design or construct any portion of 4000 North that is not within Firefly.

Tyson Parkway – Tyson Parkway has been identified as a minor collector corridor from 4000 North to Firefly Blvd. The right-of-way has been classified as 77 feet. As an industrial land use corridor, the road section was approved to be modified. The section includes only a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.

Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

1. Design and construct all streets within Firefly to a minimum level of service "D."
2. Utilize the Street Sections contained herein that provide standards for each road way classification.
3. Obtain a Geotechnical Report as needed for the design of pavement sections when asphalt depths are greater than 3 inches.

These service and design requirements are based upon projected land uses and number of residential units within Firefly. Master Developer has certain discretion to adjust the final number of units, location of units, and types of units as well as layout of approved land uses within Firefly. Those final details may be different than the current projections upon which the existing Firefly road layout is based. Accordingly, Master Developer may, in its discretion, install any of the approved Street Sections within Firefly so long as the proposed Street Section supplies a level of service equal to or greater than "D" when taking into account the effects of the development proposed in a "Development Application." Additionally, narrowed intersections and roundabouts may be used to safely control vehicular traffic, pedestrians, and bicyclists.

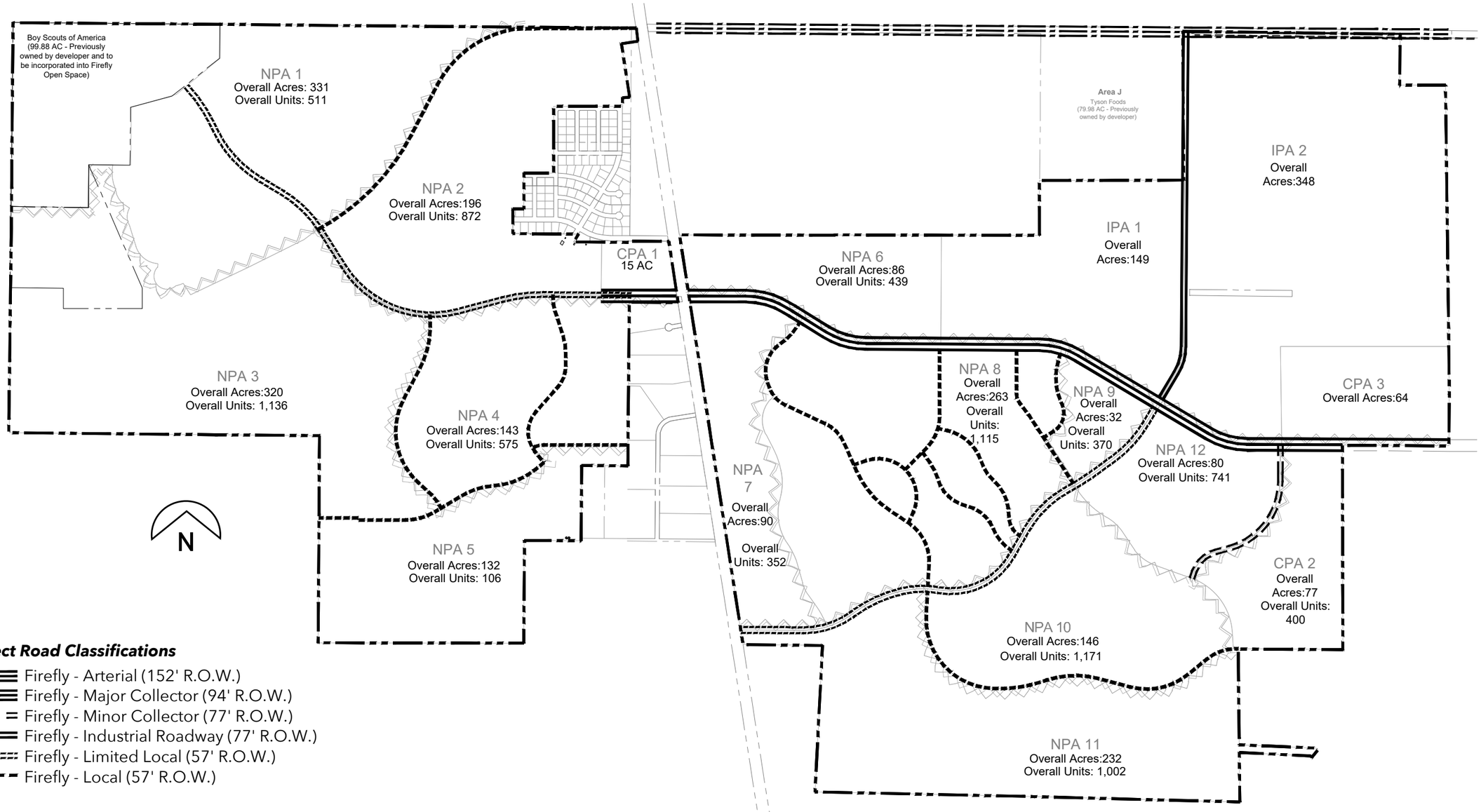
Future City Transportation Corridors

Utilizing the updated Land Use Master Plan, future key corridors have been identified for appropriate traffic flow within Firefly. Multiple points of ingress and egress have been planned throughout the overall development. A third connection to SR-73 is planned on the southern border of Firefly. As more development occurs, the existing roads may be widened and improved to maintain the required level of service "D."

Industrial Zone Area Road Standards

Within the Industrial Zone areas, the 55' and 77' industrial Street Sections will be used which include a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.

ROADWAY EXHIBIT



Project Road Classifications

- Firefly - Arterial (152' R.O.W.)
- Firefly - Major Collector (94' R.O.W.)
- Firefly - Minor Collector (77' R.O.W.)
- Firefly - Industrial Roadway (77' R.O.W.)
- Firefly - Limited Local (57' R.O.W.)
- Firefly - Local (57' R.O.W.)

Boundary Classifications

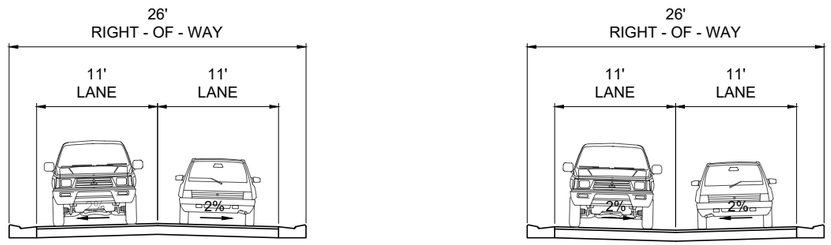
- Planning Area Boundary
- Property Boundary

NOTES:

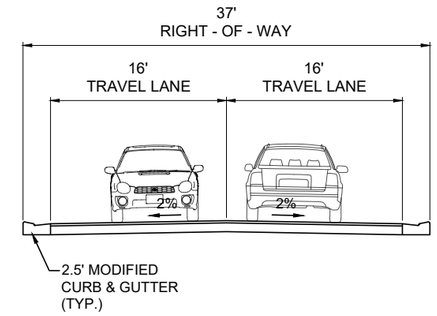
1. This plan is conceptual. Final details will be determined at Development Application.
2. All areas serviced by private roads shall have a separate pedestrian pathway plan included with the Development Application.
3. Neighborhood/district acreages are approximate.

STREET SECTIONS

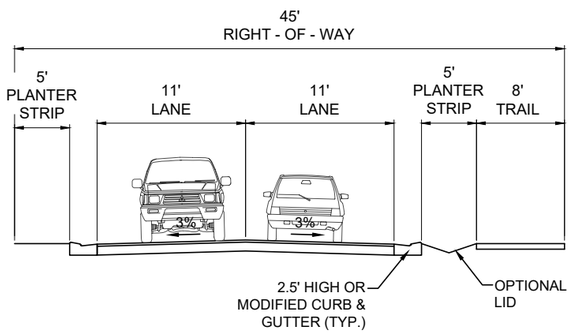
NOTE: Public/private determined by Master Developer.



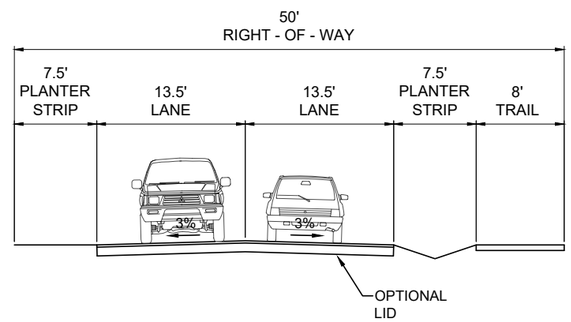
1 26' PRIVATE ALLEY SECTIONS



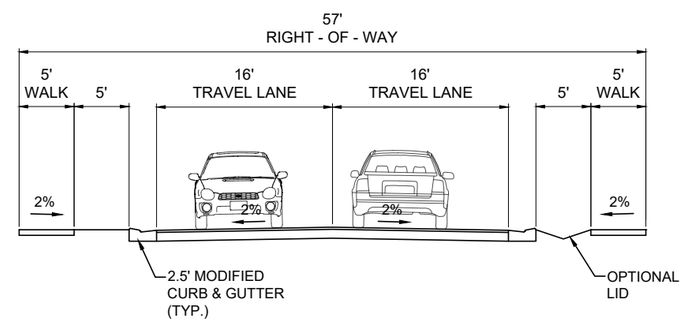
2 37' SUB-LOCAL SECTION (MULTI-FAMILY & LOCAL TO LOCAL CONNECTION)



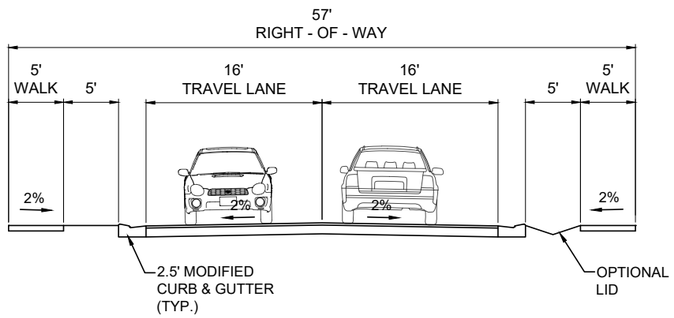
3 45' RURAL SECTION (NPA-5)



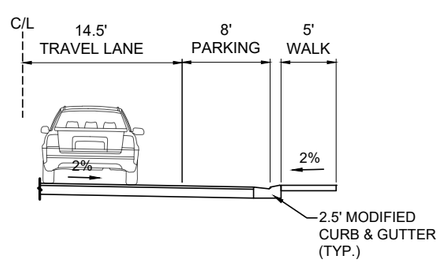
3A 50' RURAL SECTION (NPA-5)



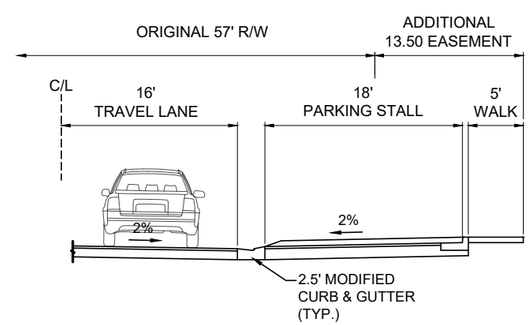
4 57' LOCAL SECTION (FRONTAGES GREATER THAN 80')



4A 57' LOCAL SECTION (FRONTAGES 40' - 80')



OPTIONAL PARALLEL PARKING
ONE SIDE ONLY



OPTIONAL PERPENDICULAR PARKING

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www.lei-eng.com

POLE CANYON
EAGLE MOUNTAIN, UTAH

STREET SECTIONS

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET 1

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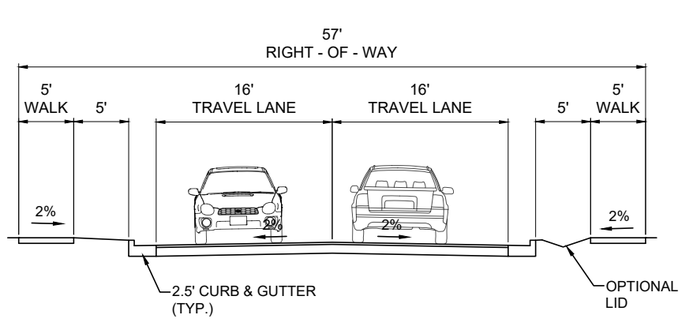
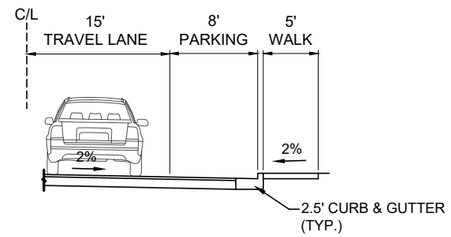
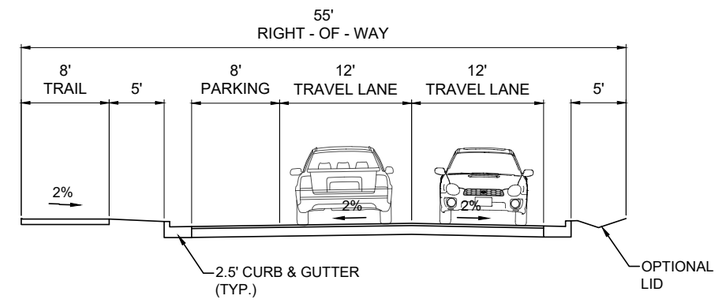
NOTE: Public/private determined by Master Developer.



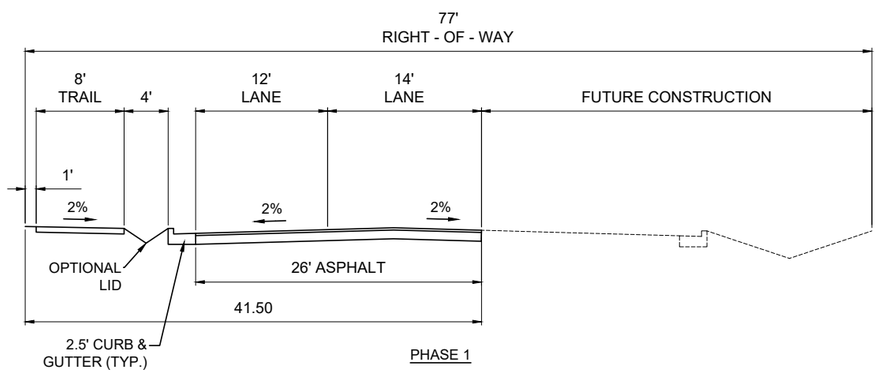


OPTIONAL PARALLEL PARKING
ONE SIDE ONLY

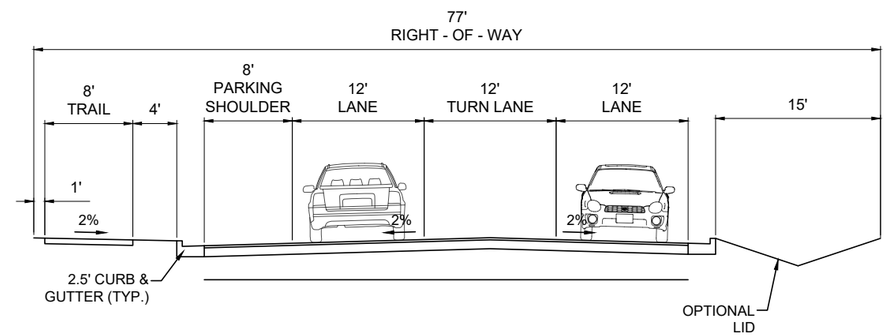
5 | 57' LIMITED LOCAL SECTION



6 | 55' INDUSTRIAL SECTION

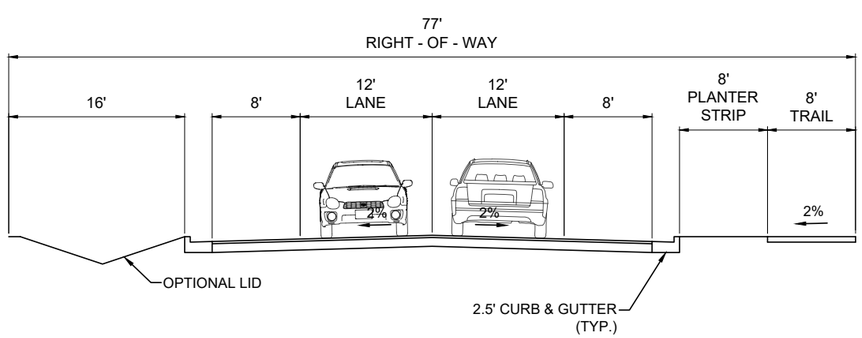


PHASE 1



FULL BUILD OUT

7 | 77' INDUSTRIAL SECTIONS



8 | 77' MINOR COLLECTOR SECTION

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POLE CANYON
EAGLE MOUNTAIN, UTAH

STREET SECTIONS

REVISIONS
1 -
2 -
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LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET 2

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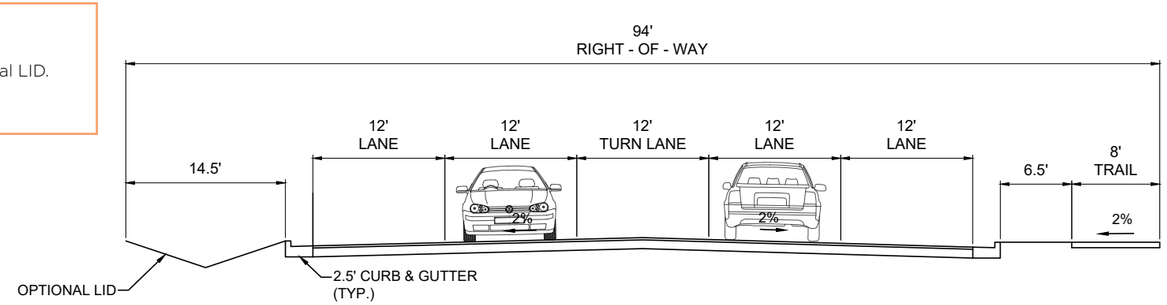
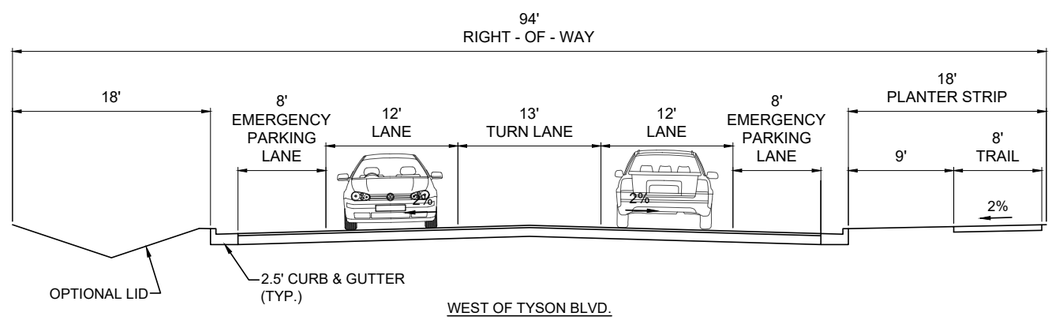
NOTE:

1. Trees, as required, are allowed within the optional LID.
2. Public/private determined by Master Developer.

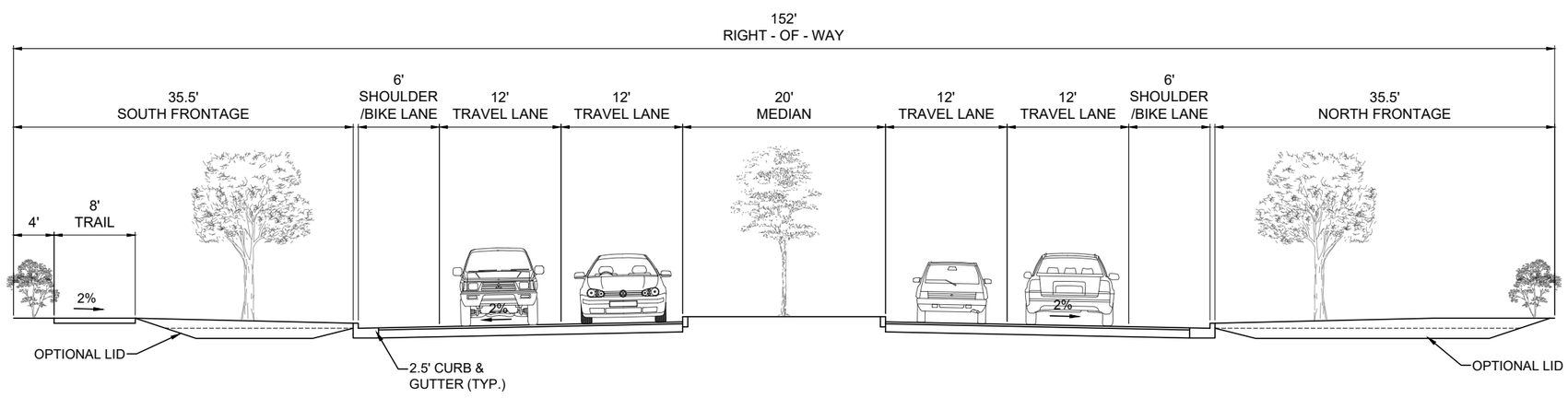


EAST OF TYSON BLVD.



WEST OF TYSON BLVD.

9 94' MAJOR COLLECTOR SECTIONS



10 152' ARTERIAL SECTION

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LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET 3

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	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION / PUBLIC HEARING - Official Zoning Map Adoption - Ordinance
ITEM TYPE:	Ordinance
APPLICANT:	City

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Steve Mumford, Planning

BACKGROUND:

A huge research and GIS mapping project has been in process by City Staff to update the City's Zoning Map, with the goal of producing a digital user-friendly online map. This has been a much more difficult project than anticipated, as each approved master development plan was approved with unique zoning districts, leading to nearly 100 unique zoning districts that need to be properly displayed on a map. Although the map still requires some final adjustments and minor fixes before publishing for the public, the meat of the map is complete and ready for your review in the meeting.

ITEMS FOR CONSIDERATION:

- Due to the nearly 100 unique zoning districts in the City, the zoning map was set up with the following "General Zoning" categories when you're looking at the map at a higher scale:
  - Residential
  - Ag
  - Open Space
  - Commercial
  - Business Park / Industrial
  - Other (includes Airpark, School, Church, etc.)
- You'll notice that some neighborhood parks, churches, and even schools are technically located within a residential zone and haven't been rezoned to a more specific zone. These uses are allowed within residential zones, so that's not uncommon. For example, the Cedar Valley High School is located within a Residential zone. Although not necessary, a future city-initiated rezone could propose to change it to our Public Facilities zone, or some other similar future zone created for schools.
- Some master development plans designate parks and open spaces specifically as zones, while others just rezone the entire

area to a zone and the parks are just approved as part of the development, but not zoned separately, which is perfectly legal.

- You will see that some roadways are not shown with a zone. Many roads were included in master development plans, and shown as roads, so rather than extending the neighborhood zones over the roads (which is contrary to the MDP maps), we have left them as unzoned. We could make a case that they are zoned as Agriculture, simply as a holding zone, but that doesn't accurately reflect the approved MDPs.
- A code amendment is being drafted to add historical zones into the City Code, so it is clear that there are standards in place for each of the zones listed on the map, whether they are part of an active MDP/MDA, and expired one, or simply a historical zone that is no longer in the City Code. That should be coming to the Commission and Council in the next couple of months.
- We are continuing our research into any properties or zones that may have some uncertainty surrounding them. This may require us to return at a future meeting with a revised map to resolve an of that uncertainty.

***Because this item deals with the review of an interactive map, no attachments are included. However, this map platform will be presented at the November 28, 2023, Planning Commission meeting.**

REQUIRED FINDINGS:

This isn't an official "rezone," as no property is being rezoned at this time. The map simply is being updated to accurately reflect the current zoning on the properties. We have chosen, for clarity and transparency, to have this map be adopted by the Commission and Council as the official City Zoning Map.

RECOMMENDATION:

We recommend that the Commission send the zoning map to the City Council with a recommendation of approval. You may make one of the following motions:

- I move to recommend approval to the City Council of the adoption of the proposed zoning map as Eagle Mountain City's official zoning map, allowing Staff to make edits to colors, labels, links to MDPs & MDAs, links to Code, and to fix any identified minor mistakes to zoning boundaries or zoning names.

or

- I move to table the proposed zoning map in order to make the changes identified as necessary in the meeting. *(Please only make this motion if you feel there are too many issues to be resolved before the City Council meeting or if any major issues have been identified)*

ATTACHMENTS:

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION - Various Sections in Title 17 Relating to Height of Multi-Family Structures, and Height and Standards of Religious or Cultural Meeting Halls - Ordinance
ITEM TYPE:	Development Code Amendment
APPLICANT:	City-initiated

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

BACKGROUND:

Current EMMC has a maximum height of 35 feet in the MF2 zone regarding multi-family buildings. The Code is proposed to be amended to a maximum height of 45 feet and a maximum of three stories. Three stories is implied but not specified in the current code as four stories and required sloping roofs are not possible at 35 feet. An increase in height will allow for greater architectural options such as steeper roofs, interior ceiling height variability, and rooftop amenities.

The height of Religious and Cultural Meeting Halls is regulated by the standard of the zone in which they are located. This type of use is typically located in a residential zone, which has a maximum permissible height of 35 feet with an ancillary structure(s) an additional 10 feet above the finished structure height. The proposed change will permit the ancillary structure height to not exceed 70 feet above grade. A survey of many of the churches in the City show ancillary structure height at 60-70 feet above grade.

ITEMS FOR CONSIDERATION:

The multi-family building height is proposed to only apply to the MF-2 zone. The main difference between this zone and the MF1 zone is that the MF2 zone is 12 units or less per building and MF1 is 2-6 units per building. Townhomes will typically be constructed in the MF1 zone while stacked units (condo or apartment) will be constructed in the MF2 zone. While not increasing the total number of stories, the change does increase the potential overall height of a multi-family building in MF2. While an overall height would be permitted at 45 feet, this does not necessarily mean all future

buildings in the MF2 zone will be constructed at the maximum height. It does provide for the option of greater architectural design, which is the reason for the proposed change.

The change to the ancillary structure height of a Religious or Cultural Meeting Hall building is to bring existing structures into compliance with EMMC to have a code that is compatible with current church architectural design. A current church site under site plan review brought this issue to the attention of staff.

REQUIRED FINDINGS:

Ordinances pertaining to development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

RECOMMENDATION:

The Planning Commission recommends the City Council approve the proposed changes to various sections of Title 17 regarding Multi-family building height in the MF2 zone, and standards and building height of Religious or Cultural Meeting Halls.

ATTACHMENTS:

Religious or Cultural Meeting Hall Height and Use

MF2 Building Height

17.20.030 Permitted Uses (Agriculture zone)

The following land uses shall be permitted uses in the agriculture zone. Any use not specifically permitted in this chapter shall be prohibited.

A. Single-family detached dwellings.

B. Agricultural uses such as row crops, livestock boarding, grazing and associated cultivating and herding activities; provided, that such grazing and associated activities are not part of, nor conducted in conjunction with, any livestock feed yard, livestock sales yard, or any other confined feeding facilities or animal by-product business.

C. Public and private utility structures or facilities.

D. Public parks.

~~E. Religious or cultural meeting hall.~~

17.20.045 Special uses. (Agriculture zone)

The following are Special Uses and such uses as the planning director and planning commission determine to be similar or consistent with the special use:

A. Religious or cultural meeting hall.

17.25.030 Land use table. (Residential zones)

Land Use	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Religious or Cultural Meeting Halls	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S	~~P~~S

17.31.030 Allowed uses. (Public Facilities zone)

The following uses shall be allowed within the public facilities zone as permitted uses subject to this chapter:

A. Cultural uses (theaters, museums, galleries, libraries, performing arts center, etc.).

B. Public/civic building or facilities (city, county, state, or federally owned).

C. Public safety facility (police, fire, ambulance).

D. Public transportation facilities, including storage and stations.

~~E. Religious or cultural meeting hall~~

17.31.040 Special uses. (Public Facilities zone)

The following uses shall be allowed within the public facilities zone as special uses subject to Chapter 17.75 EMMC and this chapter:

A. Communication facilities and towers.

B. Parking garage.

C. Reception/conference/meeting center.

D. Schools (public, private, and charter).

E. Utilities, public and private.

F. Religious or cultural meeting halls.

17.35.030 Land use table. (Commercial zones)

LAND USE	ZONING DISTRICT		
	Commercial Neighborhood (CN)	Commercial Community (CC)	Commercial Regional (CR)
CIVIC/INSTITUTIONAL			
Religious or Cultural Meeting Halls	~~P~~S	~~P~~S	~~P~~S

17.37.030 Land use table. (Business Park zones)

LAND USE	ZONING DISTRICT		
	Light Manufacturing/Distribution (LMD)	Medical/Educational Campus (MEC)	Office Professional (OP)
Civic/Institutional			
Religious or Cultural Meeting Halls	~~P~~S	~~P~~S	~~P~~S

17.75.052 Religious or cultural meeting hall. (Special uses)

A. Main structure height shall not exceed 35 feet.

B. Non-habitable ancillary structures such as steeples or other similar structures that are generally located on the roof of a religious or cultural meeting hall may extend to a maximum overall height of 70 feet.

17.25.040 Residential development standards

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
Type of Housing	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached (small lot)	MF 2-6 units/building	MF ≤ 12 units/building
Minimum Residential Lot Sizes	5+ acres (217,800 sq ft)	2.5 acres (108,900 sq ft)	1 acre (43,560 sq ft)	1/2 acre (21,780 sq ft)	1/4 acre (10,890 sq ft)	1/4 acre (10,890 sq ft)	8,000 sq ft	6,500 sq ft	4,500 sq ft		
Primary Structure Maximum Height[1]	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'[8]	35'[8] or 45'[9]
Ancillary Structure Maximum Height[6]	10' above primary structure										

[8] Multifamily dwelling structures shall contain no more than three stories.

[9] Multifamily dwelling structures with a minimum roof pitch of 5/12 or flat roofs with rooftop amenities may be constructed with three stories up to 45 feet high.

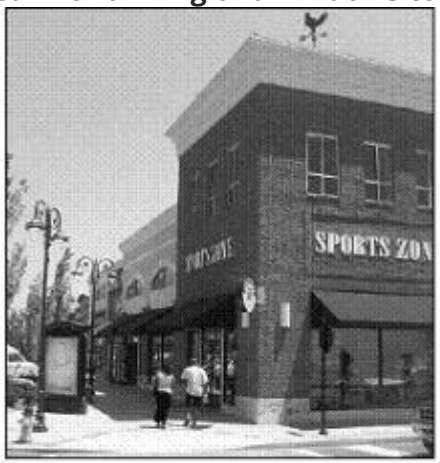
17.72.040 Architectural standards.

C. Roof Design. The primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either sloping roofs with overhanging eaves, or a decorative parapet and multiple roof planes and heights. Decorative cornices and roof projections such as cupolas or towers are also encouraged. Multifamily buildings shall contain ~~sloping roofs,~~ overhanging eaves~~,~~ and multiple roof planes when pitched roofs are used, and varying parapet heights when flat roofs are used.

E. Architectural Detailing. Pedestrian-scaled architectural features/details shall be incorporated into commercial and multifamily buildings to orient the building to pedestrian activity and to increase the overall visual appeal of the structure.

1. Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and moldings, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers, and trellis structures. All sides of a building shall include the chosen details.

Area between building entrances is treated with awning and windows to create a pedestrian-friendly environment



Appropriate use of awnings, building materials, and windows addressing the street and sidewalk

Trellis structure, decorative parapet, building articulation, awnings

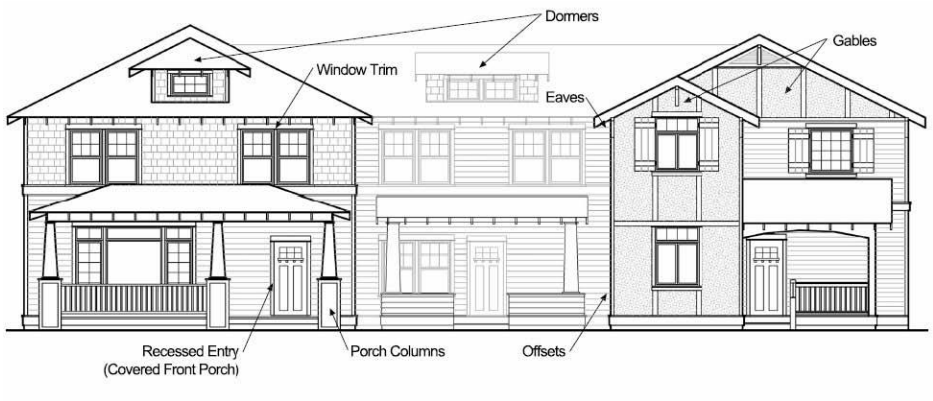
Tower feature, overhanging eaves, decorative windows, mix of building materials, trellis structures, etc.

2. Multifamily Townhome buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative

trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable.

3. Multifamily stacked buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable. In addition to the above standards, the following shall apply:

a. Each unit above grade shall include a minimum of a 50 square foot balcony;
b. At grade or below grade units shall include a minimum of a 75 square foot patio;



Porches, window grids, material mix, building articulation

Porch, balcony, columns, building articulation, window grids, decorative garage doors, decorative roof treatments, multiple roof planes, variation in building color and materials

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION - Drive-Thru - Ordinance
ITEM TYPE:	Ordinance
APPLICANT:	City - initiated.

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

BACKGROUND:
The attached code draft (in a different rendition) was attached to zoning amendments that have made their way through the public hearing process to be codified. Since that time, the language has been modified to make it more condensed. The site plan review process would vet the proper application of the proposed language that introduces the requirement for some form of escape/bypass lane to be a part of the design and installation of drive-thru lanes. In general, the Planning Commission and City Council seemed mostly favorable with the idea but wanted to address it when time better permitted.

ITEMS FOR CONSIDERATION:
Opinion: Proposals to amend code amend are, by nature, legislative, subjective efforts.

For the sake of safety and convenience, the attached codes are proposed by Staff for City officials' consideration. The codes are a parity of other standards in use for years in other jurisdictions. Utah seems to be shy of such to date but as new growth carries forward, such should be anticipated. Already, varying businesses (usually fast food related) already make them part of their site design and many banks and credit unions incorporate them by default given their building designs to improve product delivery efficiency, and relieve, potential, perceived liability.

Escape or bypass lanes contemplated by the draft language are not intended to be egregious in the amount of land they consume, considering any space given over to them to be worthwhile given their possible benefit. A vehicle trapped in a standard drive-thru with no confirmable, easy way to exit in the case of emergency or

other reason is an undesirable predicament they are intended to remedy.

REQUIRED FINDINGS:

Ordinances pertaining to development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

RECOMMENDATION:

Staff recommends that the Planning Commission advance a positive recommendation to the City Council regarding the proposed code amendments, contingent upon any changes preferred by the Commission being made to the same prior to Council review.

ATTACHMENTS:

Drive-thru regulations.post PC.5-23-2023.fix

17.55.130 Drive-Thru Regulations

The following standards shall apply to all commercial drive-thrus (e.g., banks, fast food establishments, pharmacies, etc.) in the city. Drive-thrus may be permitted, provided they comply with the standards listed hereafter. They shall:

A. Provide at least a minimum of 120' long single stacking lane or more than one stacking lane each being at least 60' long. A stacking lane is measured back to the point of service or final service window. Stacking lanes do not have to be linear.

B. Prevent or discourage vehicles from queuing over sidewalks or public streets and not interfere with pedestrian or vehicle on-site circulation.

C. Not have curbing, gates or other impediments that prevent a vehicle from exiting drive lanes.

D. Be accompanied by a 10' wide, unobstructed emergency escape/bypass lane adjacent to drive-through lane starting 20' past the drive-thru entry point and proceeding at least 20' past the drive-thru window whereafter it may continue, or, be merged back into the main drive-thru lane.

> Exception: If a drive-thru splits into multiple lanes, then the escape lane shall follow the outer side of the lane farthest from the drive-up facility. Thus, in such a situation, multiple escape lanes are not required at the diversion point.

D. Be set back at least 10' from the nearest adjoining residentially zoned, or used, property -- unless required to be further displaced according to zoning district setback regulations pertaining to the property.

> Exception: The planning commission may vary the setback requirements to lessen the impact of sound, exhaust, or other disturbance to the residential area as appropriate. Areas of commercial sites with existing natural or manmade barriers or screens or lengthy distances separating them from residential areas or uses are preferable for development of drive-through areas.

E. Have a 6' high masonry wall or solid fence as a buffer erected and maintained along any property line that abuts a residential use or zone across from a drive-thru.

F. Feature clearly marked lanes with via devices such as cones, signs or painted lines.

G. Not reduce a business's provision of parking spaces on-site below the minimum stall count required for that use.

~~17.75.069 Restaurant with drive-through services.~~

~~Restaurants with drive-through services may be permitted only where:~~

~~A. Purpose. The specific purposes of these regulations are to:~~

~~1. Reduce noise, lighting, and visual impacts on abutting uses, particularly residential uses;~~

~~2. Promote safer and more efficient on-site vehicular and pedestrian circulation; and~~

~~3. Reduce conflicts between queued vehicles and traffic on adjacent streets.~~

~~B. Site Plan. An applicant for a restaurant with drive-through service shall submit a site plan that includes: a parking and circulation plan, driveway locations, placement of audio equipment (if applicable), placement of message and/or menu boards, and a litter cleanup plan.~~

~~C. Litter Cleanup Plan. A litter cleanup plan shall address litter cleanup on and off site and shall include, but not be limited to, a litter pickup schedule and a map of the cleanup area.~~

~~D. Stacking Lanes.~~

~~1. A minimum of 120 feet for a single stacking lane or 60 feet per lane when there is more than one stacking lane. A stacking lane is measured back to the point of service or final service window. Stacking lanes do not have to be linear.~~

~~2. Stacking lanes shall be designed so that they do not interfere with parking, pedestrian and vehicle circulation; and~~

~~3. All stacking lanes shall be clearly identified through the use of means such as striping, landscaping, and signs.~~

~~E. Traffic Circulation.~~

~~1. Only one driveway providing vehicular access to and from the drive-through window or service area shall be provided from any street;~~

~~2. Internal traffic circulation patterns on the lot shall be adequate to keep traffic from backing into a street or blocking access to any required parking spaces located on the lot; and~~

~~3. A traffic study addressing both on- and off-site traffic and circulation impacts may be required as part of the site plan application.~~

~~F. Drive-Through Location. Drive-through lanes and windows shall be located away from adjacent residential uses.~~

~~G. Noise. Noise emitted from drive-through service windows and related features such as remote ordering equipment at outdoor menu boards shall not create a nuisance or disturbance for abutting properties.~~

~~H. Buffer. When a drive-through use adjoins any residential use or residential zone, a minimum six-foot-high masonry wall or solid fence shall be erected and maintained along such property line. [Ord. O-27-2020 § 2 (Exh. A)].~~

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION - Fencing - Ordinance
ITEM TYPE:	Ordinance
APPLICANT:	City - initiated

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

BACKGROUND:
Three matters triggered the attached code changes. First, a desire to reformat the code's fencing language to better organize the same into one location thematically arranged; second, a desire to add wording respecting site screens, suitable fencing materials and their care and keeping, the equivalency of berms and hedges to fences, and, electric fencing; and, third, as an aid to help more specifically direct along which rights-of-way screen walls [decorative masonry or concrete etc.] will be required given requests advanced to the City Council for exceptions to the stone type walls that have been made and granted or denied to date. The amendments hereto attached were started some months ago prior to Council introducing a priority list of City code changes in which they were given the status of secondary importance. It should be remembered that some changes are sparked by interactions with the public whereby needed improvements to our ordinances are realized and others by forethought from Staff.

ITEMS FOR CONSIDERATION:
Redline changes to the currently adopted fencing codes suggested it would be easier to show them stricken as a whole and re-stated in a new format with those few changes to their content suggested by Staff. New language largely pertains to:
1. Defining allowable fence materials; and,
2. Maintenance of fences; and,
3. The use of residential privacy screens for instances where such is desired and a fence is too short but will not be allowed higher than 6' in a given yard location, trees are considered too slow growing to create a view barrier, and, an accessory building (e.g., a shed) is not desired -- or would not be practical to use; and,
4. Electric fencing (standards introduction); and,
5. Notes that berms and hedges are considered functionally

equivalent to fences; and,
6. Reiteration that certain uses, because of their perceived, possible impacts, require fencing and that the City does not enforce private CCRs' fencing standards; and,
7. Provisions to handle the abatement of unlawful fences. This section is useful for dealing with situations where use of materials like OSB or patches of cardboard, rugs, signs and other materials are patched onto a chain link fence (with no top rail) to serve as a site-obscuring device. Yes, those are actual types of screening that some have used and called it proper fencing to the chagrin of neighbors.

REQUIRED FINDINGS:

Ordinances pertaining to development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

RECOMMENDATION:

Staff recommends that the Planning Commission advance a positive recommendation to the City Council regarding the proposed code amendments, contingent upon any changes preferred by the Commission being made to the same prior to Council review.

ATTACHMENTS:

EMMC Fence Code Revisions.Nov 2023

17.10.030 Definitions.

"Fence" means a type of upright structure that serves as a barrier and is customarily used to mark a property boundary and/or to control access to/from a property, serve as a sight or protective screen or decorative element.

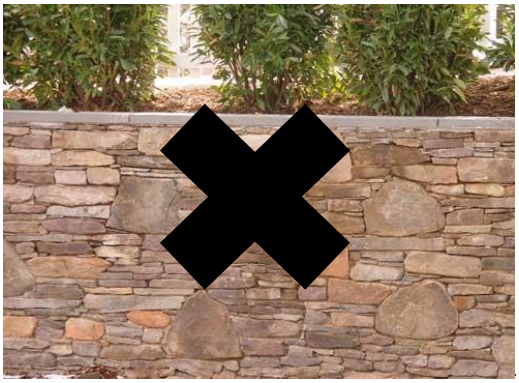
"Privacy Screen, Residential" means a type of fence or curtain wall placed on a property not as a fence but rather a barrier to facilitate enhanced privacy or view screening on a property. Screens in this title are treated as a form of accessory structure instead of a fence and are subject to accessory structure code standards.

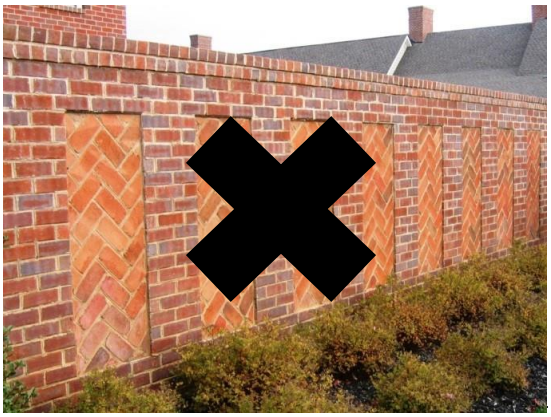
17.60.110 Required buffer widths and improvements.

...

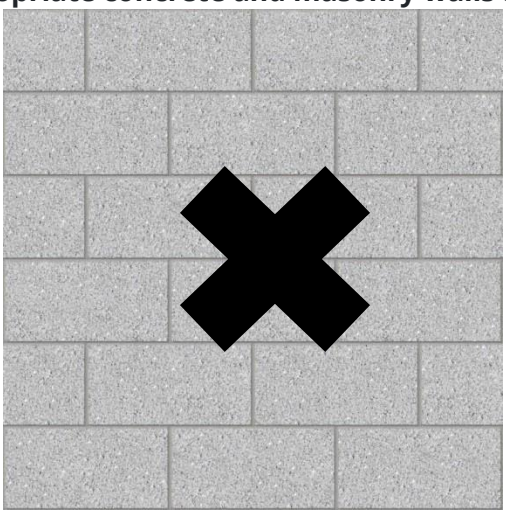
~~B. Walls or Fences. Where required, screening walls or fences shall not be less than six feet in height, unless approved by the city council after recommendation of the planning commission as part of site plan review. Masonry or decorative concrete is the suggested type of wall/fence, and is required where a commercial development borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon. Decorative concrete and masonry walls shall be subject to approval of the planning commission.~~

~~Examples of appropriate decorative concrete and masonry walls are provided below:~~





~~**Examples of inappropriate concrete and masonry walls are provided below:**~~



B. ~~C.~~ Berming. Berms shall be at least three and one-half feet in height and shall not exceed a slope of 2.5:1, except where a retaining wall is used to support one side of the berm.

C. ~~D.~~ Headlight Screen. A headlight screen shall consist of a berm, fence, wall, or landscaping consisting of at least three and one-half feet in height and capable of blocking headlights. Headlight screening may also be provided by buildings. [Ord. O-13-2016 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.11); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.11)].

~~17.60.120 General fencing provisions.~~

~~The following fencing provisions shall be adhered to:~~

~~A. Property Lines. Property owners should only install fencing on their property. If the property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.~~

~~B. Residential Fence Height. No residential sight-obscuring fence shall be higher than four feet between the front wall of the home and the street. Residential fencing cannot exceed six feet in height.~~

~~C. Residential Alley Fencing. Fences along alleys or residential service drives may be no higher than six feet and must follow the clear vision triangle regulations (see Diagram 17.60.170(c)).~~

~~D. Commercial Fence Height. Fencing in commercial areas shall not exceed eight feet in height. See EMMC 17.60.130 for chain link fencing regulations.~~

~~E. Industrial Fence Height. Fencing in industrial areas shall not exceed eight feet in height. See EMMC 17.60.130 for chain link fencing regulations.~~

~~F. Miscellaneous Properties/Uses. Fencing height and setbacks for other uses shall be determined by the planning director based on compatibility with the neighborhood and adjacent uses. Security fencing for public facilities, such as power substations, may exceed height and material restrictions, based on compatibility and safety.~~

~~G. Public View. Finished side slats shall be on the street side or public view side of the fence railing.~~

~~H. Fire Hydrants and Utility Boxes. Fire hydrants and utility boxes shall not be fenced into a yard. A three-foot clear space shall be maintained around the circumference of all fire hydrants and utility boxes. Some utility boxes are not visible above ground. Blue Stakes should always be contacted and appropriate staking/marking should occur prior to installing a fence.~~

~~I. Retaining Walls. Retaining walls that are over four feet in height shall obtain a building permit in accordance with the International Building Code or the International Residential Code. All retaining walls shall comply with hillside site development standards found in Chapter 15.80 EMMC.~~

~~J. Sport Courts. Fencing for sport courts (tennis, basketball, etc.) may be chain link, and is exempt from the height restrictions of this chapter. Sport court fencing may not be used as exterior property-line fencing.~~

~~K. Public Utility Easement. Fencing may be installed over a public utility easement, but retaining walls shall not.~~

~~L. Meters. Fencing shall not obstruct access to gas and electric meters. If meters are in a fenced area, there must be an unlocked entrance to access these meters.~~

~~M. Clear Vision Triangles. All clear vision triangles as described in this chapter shall be preserved. Diagram 17.60.170(c), Alleyway Fencing, also gives additional information for maintaining the clear vision triangles with fencing. All property owners shall maintain a clear vision triangle for neighboring driveways as depicted in Diagram 17.60.170(a).~~

~~N. Barbed Wire. Barbed wire or wire fences shall be allowed only in conjunction with approved animal uses, unless otherwise approved by the planning commission.~~

~~O. Razor Fences. Razor fences shall be prohibited.~~

~~P. Additional Restrictions. Many of the covenants, conditions, and restrictions (CC&Rs) recorded with property contain restrictions on fencing. Property owners shall refer to these standards and discuss the proposed fencing with the appropriate architectural review committee, as applicable, prior to installation.~~

~~Q. Refuse Areas. All refuse areas shall be screened by approved solid fencing materials. Chain link fences and fencing with vinyl slats are prohibited.~~

~~R. Collector and Arterial Fencing. All fencing adjacent to a collector or arterial road shall comply with standards in EMMC 16.35.090, Privacy fencing.~~

~~S. Collector and Arterial Fencing Standards. It shall be the responsibility of the property owner and/or developer to build and the responsibility of the property owner or HOA to maintain at their own expense a wall or fence consistent with the standards found in this chapter and EMMC 16.35.090 for side and rear property lines along collector and arterial roadways.~~

> ~~1. Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing consistent with the Eagle Mountain collector and arterial fencing standards found in this title and EMMC 16.35.090 along the rear and/or side lot lines abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.~~
>
> ~~2. Commercial or industrial developments with rear or side lot lines abutting an arterial or collector road right-of-way shall install privacy fencing or a privacy wall of consistent height (no less than six feet), material, color, and durable quality as defined by EMMC 16.35.090. Developer applicants are required to install privacy fencing prior to a final inspection for the project. The city council shall be authorized to require a specific material and color for the fencing/wall in a site plan approval. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.~~
>
> ~~3. Residential Arterial and Collector Road Fencing Standards. All arterial and collector road residential fencing shall be built with a durable quality fence/wall as defined by EMMC 16.35.090. Acceptable material and design examples are outlined in EMMC 17.60.110(B).~~
>
> ~~4. Nonconforming existing fencing may be maintained in current styles and configurations as legal nonconforming fencing. Legal nonconforming fencing that becomes damaged or destroyed may be rebuilt or repaired within six months of the damage occurring without having to comply with this standard. Existing homes or lots without fencing shall also be classified as legal nonconforming and thus not required to install fencing. [Ord. O-33-~~

~~2020 § 2 (Exh. A); Ord. O-22-2018 § 2 (Exh. A); Ord. O-18-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.12); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.12)].~~

~~17.60.130 Chain link fencing.~~

~~Chain link fencing is prohibited as a residential perimeter fence. Chain link fencing for nonresidential projects shall comply with the following standards noted below and depicted in Diagram 17.60.170(b), Chain Link Fencing.~~

~~A. Detached Residential. Chain link fencing may be used as an animal enclosure. Chain link fence shall not exceed six feet in height and is permissible in rear and side yards only. Chain link fencing shall be screened from view of a street by a solid fence or wall.~~

~~B. Commercial and Multifamily. Chain link fencing is prohibited in all commercial and multifamily developments.~~

~~C. Industrial. Chain link fencing in industrial areas shall not exceed eight feet in height, and shall be permissible no closer than the front wall of the building (or, in the case of a corner lot, the side wall of the building). Where chain link fencing is visible from the street or parking, additional landscaping shall be established. All chain link fencing in industrial areas shall be vinyl-coated. The planning commission or city council can require a solid screen fence other than chain link to screen outdoor storage or similar uses.~~

~~D. A top rail bar is required on all chain link fencing.~~

~~E. Slats are not allowed.~~

~~F. Fencing may not obstruct traffic visibility on corner lots.~~

~~G. Fences must meet all other standards for fence construction in the development code.~~

~~H. Fencing must be constructed with the open cut of fence mesh down to the ground. [Ord. O-33-2020 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.13); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.13)].~~

17.60.120 General fencing provisions.

A. The standards in this section shall apply universally to fencing, walls (excluding retaining types), and screens in all zones -- unless specified otherwise. A fence permit or authorization via city site plan approval may be required by the city to sanction the placement of a fence or wall or privacy screen. Property owners should only install fencing on their property. If the property lines are not clearly marked, the city encourages the property owner(s) to consider having a surveyor determine property line locations and mark the same.

B. Residential Perimeter Fencing Standards:

1. Material Type(s):

a. Allowed: Board (e.g., cedar), vinyl, and/or decorative concrete or masonry (including brick), wrought iron or imitation variety thereof, composite material

b. Not Allowed: Chain link, wire, chain fencing with gabion basket fencing, and/or electric (save as allowed per standards hereafter).

Exception(s):

aa. Animal Enclosure: Chain link may be used with animal enclosures. In such cases, the fence shall not exceed 6' in height and may only be used within/alongside or rear yard areas. Further, chain link fencing used as part of an animal enclosure shall itself be screened from view from a street by an allowed form of solid residential fencing.

bb. Sport Court or Golf Course Protection Screening: Chain link fencing may be used to enclose sport courts or screen against golf courses.

cc. Electric fences as allowed in accordance with electric fence provisions stated in this section.

2. Height(s):

a. Interior Lots: No fence shall exceed 4' in height in the front yard area of a property. Wing-fencing extending from the front corners of a residence to the side property lines may be up to 6' tall. Fencing along the side property lines past the front wall plane of a residence to, and along, the rear property line – including against an alley or service drive -- may be up to 6' tall. Fencing that adjoins an alley or service drive shall be required to comply with clear vision triangle standards where applicable.

b. Corner Lots: Same as interior lots save that no fencing over 3' in height shall be within a clear vision triangle. Fencing that adjoins an alley or service drive shall be required to comply with clear vision triangle standards where applicable.

Exception(s): Sport court fencing or golf course screening shall be exempt from the height regulations of this section but may not be used as exterior property fencing/screening.

C. Commercial Fencing Standards: Same as residential zoning, save that fencing in commercial zones shall not exceed 8' in height in any property area.

D. Industrial Fencing Standards: Same as residential zoning, save that fencing in commercial zones shall not exceed 8' in height in any property area, and, chain link fencing is allowed as herein regulated.

E. Public Facilities Fencing Standards: Security fencing type/materials and height for public, municipal facilities shall be as determined by the City.

G. Materials, Appearance and Maintenance Standards:

1. Fences shall be constructed of commonly available commercial fencing materials.

2. Fences shall be constructed such that one material (i.e., wood or vinyl, etc.) is used throughout and its color(s), pattern, and composition are consistent save for posts or support columns may be of different composition or style.

3. Where chain link is allowed in industrial zones:

a. Chain link fences shall have top rails.

b. Chain link fencing shall be vinyl coated.

c. Chain link fencing shall be obscured by a vegetative screen between it and any parking lot or adjoining public street.

Exception(s): Wire fencing. Barbed wire shall only be allowed in conjunction with the care and keeping of livestock. Razor fences and other metal fences (e.g., hog wire, chicken wire, and similar.) are, and shall be, prohibited fence materials.

4. Public View: Finished wooden fence side slats shall face the street or public vie to hide cross member support boards

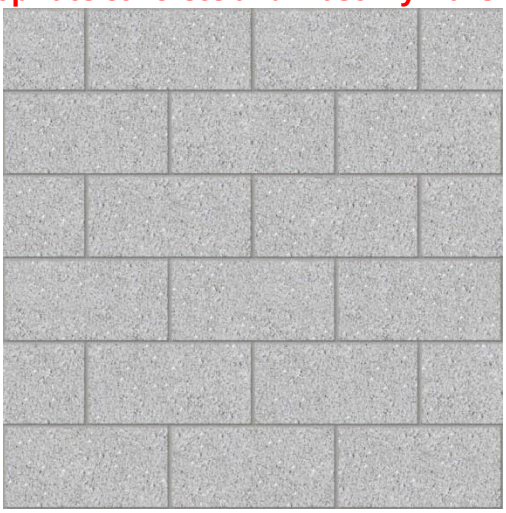
H. Walls or Fences as Buffers or Street Screens: Where required, screening walls or fences shall not be less than 6' feet in height, unless approved by the planning commission as part of site plan review. Masonry or decorative concrete shall be used as a:

1. Buffer: Where and when a commercial use borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon. Decorative concrete and masonry walls shall be subject to approval of the planning commission.

2. Refuse Areas: Trash enclosures and other refuse collection areas shall be screened by a solid masonry or decorative concrete wall. Gates shall be metal and sight-obscuring, not chain link or chain link with slats.

3. Street Screen: Where and when residential fencing abutting a road identified by the City's Master Transportation Plan as an "major or minor arterial", or, as a "major collector" is installed, it shall be of consistent height (not less than 6'), material and color, and, be made of stone, masonry or decorative concrete.

Examples of inappropriate concrete and masonry walls are provided below:



I. Residential Privacy Screens:

Privacy screens on residential properties that serve as view curtains, decorative elements, buffers to neighboring properties etc. shall be allowed provided that:

1. They are treated as accessory structures in terms of allowed height(s), required setback(s) and the need to avoid being placed in or across and easement.

2. If over 6' in height, a building permit is first obtained to authorize their construction/placement.

J. Location Restrictions:

1. Rights-of-Way: Neither fences nor walls shall be located within any portion of any public right-of-way without written city consent. If allowed within a public right-of-way, it shall be the duty of the owner of the fence or wall to remove the same at their expense upon notification by the City for any reason deemed sufficient by the city.

2. Easements:

a. Fences may be placed across or in easements.

b. Walls (including retaining types) shall not be allowed to cross or rest within an easement unless approved otherwise by vacating all or a portion of the easement or obtaining an easement release coupled with an encroachment license/agreement from the city.

3. Utility Fixtures: Fire hydrants and utility boxes shall not be) fenced into a yard (i.e., trapped). Fencing shall be kept at least 3' from any such fixtures.

4. Utility Meters. Fencing shall not obstruct access to gas, electric, and water meters. If an area of a property with such meters is enclosed by fencing, there shall be an unlocked entrance (e.g., a gate) to allow access to the meter(s).

K. Electric Fences:

Electric fences. Electric fences shall only be allowed in the city as provided in this section, subject to the following standards:

1. IEC Standard 60335-2-76. Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electrotechnical Commission (IEC) standard 60335-2-76.

2. Energizer. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

3. Charge limit. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in figure 102 of IEC standard 60335-2-76.

4. Installation requirements. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than 6' in height save in the case where the fence serves to contain livestock -- in which case the fence may be no higher than 6'.

5. Outdoor storage areas. Electric fences shall be permitted on any non-residential outdoor storage area property.

6. Signage. Electric fences shall be clearly identified with warning signs that read, "Warning - Electric Fence" placed at intervals not less than 60 feet apart.

7. Governing regulations. Electric fences shall otherwise be governed and regulated under burglar alarm regulations and permitted as such.

8. Violation. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section save those fences designed and operated to contain livestock. Those fences shall comply with traditional practice and industry standards applicable to livestock enclosure.

L. Berms and Landscape Screens or Hedges: Berms, landscape screens –including hedges -- shall be considered functionally equivalent to fences and if used as may be allowed shall be restricted in height allowed for fences. This shall not be construed to mean, however, that such may be substituted for fencing or walls where such are specifically required to be installed per code.

M. Private covenants, codes and restrictions (CC&Rs): Recognizing that many subdivisions/properties have private covenants, codes and restrictions that in part govern the type, placement, height and appearance of fences, the city shall undertake no efforts to enforce any fence provisions stated in private covenants. Rather, the city shall only enforce its municipal fence code.

N. Non-Conforming Fencing: Non-conforming may be maintained in current styles and configuration(s) as if in fact it is legally non-conforming. Such fencing, if damaged or destroyed may re-built or repaired if such repairs or replacement is executed within 6 months of it being damaged or destroyed.

O. Retaining Walls: As stated in EMMC 17.25.050.G., retaining walls shall comply with standards in EMMC 15.80 and 17.62. Retaining walls that are over 4' in height shall also obtain a building permit to include provision of structural engineering calculations etc. as may be required by the city's building division. All retaining walls shall comply with hillside site development standards found in EMMC 15.80.

P. Certain Uses Require Screening: Certain uses are declared (and others may be declared in the future by the city) to possess characteristics that require sight/site obstruction in order to preclude damage, hazard, nuisance or other detriment to public health, safety or welfare, or to prevent a materially injurious situation to property or improvements in a given vicinity.

For example, unless specified elsewhere in this title, the following uses are declared to require sight/site obscuring fences: Junkyard(s), wrecking yard(s), equipment storage yard(s), vehicle salvage and/or storage yard(s), sanitary landfill(s), and any other uses determined to be similar in nature to the preceding uses by the planning director or his/her designee.

Q. Abatement: Abatement of unlawful fences. The following fences are declared unlawful nuisances and shall be subject to the enforcement provisions of section 3-4-2, "Abatement of nuisances", of this Code:

1. Any fence that is in whole or in part weak, or constructed of broken, unsightly, inferior or old, worn materials of an inflammable nature that may impair the value of the adjoining land.
2. Any fence constructed or maintained for the purpose of maliciously annoying the owners or occupants of an abutting property.
3. Any fence not constructed or maintained in accordance with this section.

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION - Lot Line Adjustments - Ordinance
ITEM TYPE:	Ordinance
APPLICANT:	City - Initiated

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

BACKGROUND:
The state's last legislative session included passage of House Bill # 406. The bill introduced various edits to state law, inclusively the allowance for a property line adjustment to be executed by survey in lieu of platting (via a plat amendment process) between a subdivision and outlying parcel of ground. The code amendment attached to this report introduces that allowance into the City's code in care and keeping with the state's action.

ITEMS FOR CONSIDERATION:
See attached code draft.

REQUIRED FINDINGS:
Ordinances pertaining to development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

RECOMMENDATION:
Staff recommends that the Planning Commission advance a favorable recommendation regarding the code changes to the City Council, contingent upon any changes thereto preferred by the Commission being made prior to the Council's review.

ATTACHMENTS:
HB 406 EMMC code amendment.property line adjustments.May 2023

Chapter 17.10
DEFINITIONS

Sections:

17.10.010 What this chapter does.
17.10.020 General purpose.
17.10.030 Definitions.

17.10.030 Definitions.

"Lot of record" means a lot designated on a subdivision plat duly recorded in the County Recorder's Office or other official record pursuant to statute.

"Property" means an area of land defined by legal boundaries being any of the following:
A. A single, platted, lot of record.
B. A portion of a lot of record.
C. A combination of complete lots of record, or portions of lots of record considered as a group.
D. A parcel of land described by metes and bounds.
E. A portion of a parcel.
F. A combination of parcels or portions of parcels considered as a group.

...

Chapter 16.50
LOT LINE ADJUSTMENTS

Sections:

16.50.010 What this chapter does.
16.50.020 Purpose.
16.50.030 Application.
16.50.040 Approval process.
16.50.050 Review responsibilities.
16.50.060 Criteria for approval.

16.50.020 Purpose.

The lot line adjustment process allows for property boundaries between adjacent ~~parcels~~ properties to be adjusted under specific circumstances allowed by state law without being subject to the plat amendment or subdivision processes. A lot line adjustment is not a subdivision amendment when it is between a single lot and an adjoining lot or parcel -- even if it

alters the outside boundary of a subdivision between [the] two properties. [Ord. O-24-2020 § 2 (Exh. A), 2020; Ord. O-23-2005 § 3 (Exh. 1(2) § 10.2)].

16.50.040 Approval process.

Upon submission of the aforementioned materials, the planning director (or designee) will review the application for completeness, accuracy, and for compliance with the criteria for approval. After the planning director (or their designee) has reviewed the application, they may approve, approve with conditions, or deny the application. For lot line adjustments that are approved or approved with conditions, the planning director (or their designee) shall ensure that the notice of lot line adjustment approval is recorded in the office of the County Recorder, as set forth in Title 10, Chapter 9a, Part 6, Municipal Land Use, Development, and Management Act. Utah Code Annotated 1953. [Ord. O-24-2020 § 2 (Exh. A), 2020; Ord. O-23-2005 § 3 (Exh. 1(2) § 10.4)].

Chapter 16.55
PLAT AMENDMENTS

Sections:

16.55.010 What this chapter does.
16.55.020 Purpose.
16.55.030 Application.
16.55.040 Approval process and exceptions.

16.55.040 Approval process and exceptions.

The plat amendment application shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of facts. The approval process for a plat amendment shall be as follows:

A. Planning Commission Review. Upon receipt of a completed application and subsequent review by the staff, the planning director shall place the application on the planning commission's agenda within 30 days.

B. City Council Public Hearing. Upon the planning commission's review and recommendation the city council shall have 45 days to conduct a public hearing on the proposed plat amendment if a public hearing is required. A public hearing is required if the proposed plat change includes the vacation of a public street or alley. A public hearing may be required if all of the property owners in the subdivision have not signed the petition or, upon receiving notice of the public hearing, an affected property owner objects in writing to the proposed plat amendment.

1. Public Notice. Public notices shall be given as follows:

a. Lot Amendment. Each owner of property located within 600 feet of the property (including a minimum of at least 25 adjacent property owners and affected entities if there be any) that is the subject of the proposed plat change shall receive notice by mail. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing. The mailed notice shall include the following:

i. A statement that anyone objecting to the proposed plat change must file a written objection to the change within 10 days of the date of the notice;

ii. A statement that if no written objections are received by the appointed person within the 10 days, a public hearing may not be held; and

iii. The date, place, and time when a hearing will be held, if one is required, to consider a vacation, alteration, or amendment.

b. Street Amendment. If the proposed change involves the vacation, alteration, or amendment of a street, the responsible body or officer shall give notice of the date, place, and time of the hearing by:

i. Mailing a notice as required in subsection (B)(1)(a) of this section; and

ii. Publishing the notice once a week for four consecutive weeks before the hearing in a newspaper of general circulation.

C. Adoption of Ordinance. The city council shall consider the criteria in this chapter when reviewing plat amendments. If the plat amendment is approved, the city council shall adopt an ordinance that contains a finding that the city council is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the vacation, alteration, or amendment.

D. Minor Plat Amendments. Minor plat amendments may be approved by the planning director or designee if the proposed change involves a minor change not including the addition of lots or vacation, alteration, or amendment of a street. All minor plat amendments are subject to the applicable requirements of the plat amendment code. [Ord. O-24-2020 § 2 (Exh. A), 2020; Ord. O-23-2005 § 3 (Exh. 1(2) § 11.4)].

E. Exception(s): Subdivision amendment approval shall not be required for a lot line adjustment between a single lot and an adjoining lot or parcel -- even if it alters the outside boundary of the subdivision between [the] two properties.

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION - Livestock - Ordinance
ITEM TYPE:	Ordinance
APPLICANT:	City - initiated.

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

BACKGROUND:
Conflict between two neighbors over the placement of a chicken coop brought to light the need to slightly modify the presentation of required setbacks for accessory livestock structures to other structures nearby and the need to define the word "structure". The amendments do not change current policy (memorialized as code), but rather clarify separations for livestock quartering.

ITEMS FOR CONSIDERATION:
Eagle Mountain's zoning code is in need of additional, commonly used zoning terms within its pages. Various ordinances are being currently produced that are filling that need. This code has but one -- but it is a very frequently used one: "structure". Also, (as noted in the Background field), a dispute between two neighbors over the location of a chicken coop revealed the need to clarify in our code what the setback that pertains to structures that house livestock [as defined -- which definition excludes chickens] have a specific setback (vs. those that just house animals not defined to be livestock). The basic, attached amendments seek to remedy the matter.

REQUIRED FINDINGS:
Ordinances pertaining to development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

RECOMMENDATION:
Staff recommends that the Planning Commission advance a favorable recommendation regarding the proposed code changes to the City Council contingent upon any changes being made to the amendments as preferred by the Commission prior to Council review.

ATTACHMENTS:

Livestock Housing Setbacks clarified.May 2023.redline version

Chapter 17.10
DEFINITIONS

Sections:

17.10.010 What this chapter does.
17.10.020 General purpose.
17.10.030 Definitions.

17.10.030 Definitions.

"Structure" means a combination of materials constructed and erected permanently on the ground or attached to something having a permanent location on the ground or on a movable support system like skids. Typically, structures are buildings. Not included are residential fences less than six feet in width, retaining walls, rockeries and similar improvements of a minor character less than three feet in height.

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
Minimum Setbacks for Accessory Structures											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										
~~Distance from a Residential Dwelling~~	~~Structures housing animals: 50' from neighboring residences; 6' all other structures~~					~~6'~~	~~6'~~	~~6'~~	~~6'~~	~~6'~~	~~6'~~
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
Minimum Setbacks for Accessory Structures											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										
Distance from a Residential Dwelling	Structures housing livestock: 50' from neighboring residences; 6' from all other structures					Structures housing livestock: 6' from neighboring residences; and all other structures					
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

[1] Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030, the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

[2] Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

[3] Excepting for "structures housing livestock", setbacks ~~Setbacks~~ shall only be required to be applied ~~apply~~ to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ACTION ITEM/PUBLIC HEARING -- Landscape Ordinance Amending the Eagle Mountain Municipal Code, Chapter 7 Parks, Trails, and Special Events; Chapter 16 Subdivisions; and Chapter 17 Zoning.
ITEM TYPE:	Ordinance
APPLICANT:	Staff

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Terrence Dela Pena, Admin

BACKGROUND:

The Planning Commission approved the recommendation of adopting the water efficiency standard from the Central Utah Water Conservancy District at the April 25, 2023 meeting. Another proposal was presented to CUWCD to tailor the water efficiency standard and allow Eagle Mountain City to determine the percentages for lawn areas. Instead of 20% of lawn areas for commercial and industrial properties, these areas will have 0% lawn except for active recreation areas. 20% of lawn areas will still apply to institutional and multi-family properties outside active recreation areas. In return, residential properties can have lawn areas in the front and side yards, which shall not exceed 50% of the total landscaped area. These will only apply to new construction starting February 1, 2024. By either accepting the CUWCD water efficiency standards or this new proposal of allowing the City to determine the percentage for lawn areas will allow Eagle Mountain to secure 2,000 acre-feet of water from CUWCD.

ITEMS FOR CONSIDERATION:

Eagle Mountain City is not fully build out which means the new water efficiency standards can affect the future look and feel of the city. With the rapid growth that the city is experiencing, it needs to balance the need to conserve for water and how the city should look like in the future. The water agreement with CUWCD allows Eagle Mountain to provide an alternative proposal like determining its own percentages for different types of properties as long as the same water

savings can be achieved the same as the CUWCD water efficiency standards.

REQUIRED FINDINGS:

RECOMMENDATION:

Staff recommends the Planning Commission forward a positive recommendation for the proposed amendments to the City Code, which would allow the City to determine the percentages of turf allowed with similar water savings from the CUWCD water efficiency standards.

ATTACHMENTS:

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 28, 2023**
TITLE:	ORDINANCE/PUBLIC HEARING - Wildlife Corridor Overlay Zone - Ordinance
ITEM TYPE:	Ordinance
APPLICANT:	Todd Black

ACTION ITEM:
Yes

PUBLIC HEARING:
No

PREPARED BY:
Todd Black, Planning

BACKGROUND:
Code amendment changes to 17.49 were presented as a discussion item to PC last year in October. This section has gone through multiple staff revisions and is now ready to present to PC and CC. While not changing the intent of the wildlife overlay zone code, several additions have been made to add clarity and definitions. Suggested changes clarify how future wildlife overlay zones can be determined, how they will be held within the City's files. Language has also been added to allow for fines/penalties for violations of this code.

A public hearing was held for this item at the November 28, 2023, Planning Commission meeting.

ITEMS FOR CONSIDERATION:
Additions/deletions to EMC code 17.49 per the attached document

REQUIRED FINDINGS:
Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501. Ordinance enactment is a legislative process and left to the discretion of the City Council.

RECOMMENDATION:
Accept additions/changes to EMC code 17.49 as per the attached document/presented.

ATTACHMENTS:

17.49.010 redline-10-30-23.docx

17.49.010 Purpose and objectives

This chapter ~~establishes the land use regulations and protections for the~~ allows for the creation of wildlife overlay zones within Eagle Mountain City and sets forth regulations and protections from development that may adversely impact wildlife and their habitat. This is a key strategy identified in the Eagle Mountain general plan and parks, trails, and open space master plan. This chapter ~~provides a means to reduce the continuing loss and fragmentation of habitat and migration routes for native and migrating species while simultaneously accommodating development~~ is created to set forth criteria to establish and manage wildlife overlay zones within the City. This chapter does not change the underlying zone but establishes standards, requirements, and procedures for areas where an existing zone and the wildlife overlay zone overlap.

~~Wildlife corridors preserve natural habitat areas or undeveloped lands that can facilitate movement, migration, foraging, breeding, and dispersal of animals, birds, insects, and reptiles. These areas of land permit wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another. Habitat fragmented by subdivision and development, such as roads and structures, prevents wildlife from accessing their full home range and often leads to human-wildlife conflict. It is important that animals be able to move for food, access thermal and hiding cover, and to preserve genetic diversity of the species. These corridors also help provide contiguous habitat for plants, invertebrates that are essential pollinators, and other wildlife. Preservation of these corridors, along with fencing and safe crossings, will also help to reduce vehicle-animal collisions.~~

~~Primarily supporting wildlife in the region, wildlife corridors may also provide for recreation opportunities, open space preservation, potential tourism, and education for students and the general public.~~

Additionally, this chapter provides a means to reduce loss and fragmentation of wildlife habitat while simultaneously accommodating appropriate improvements to these areas. Although wildlife overlay zones primarily support flora and fauna within the City, they also can provide recreation opportunities, open space preservation, tourism, and outreach education opportunities. The preservation of these wildlife overlay zones, along with fencing and safe crossings, will help to reduce human wildlife conflict.

These areas function to preserve and connect wildlife habitats allowing for movement, migration, foraging, breeding, dispersal of flora and fauna, and connectivity of habitats. Fragmentation and loss of habitat from development and other anthropogenic disturbances, such as roads, structures, excessive noise, and/or excessive movements can alter wildlife from their daily movement patterns, which often leads to human-wildlife conflict. All fauna species need to be able to move about their home range to access forage, thermal cover, shelter, and escape cover to preserve species diversity and localized populations. These habitats and open spaces also help provide areas for flora to persist and are essential for pollinators and food production. [Ord. O-06-2021 § 2 (Exh. A)].

17.49.015 Definitions

Agriculture activities refers to an activity within a wildlife overlay zone involving farming (raising crops) or ranching (raising livestock).

Anthropogenic refers to things that have been caused or produced by human activities.

Critical mule deer migration corridor refers to the mule deer migration corridor within Eagle Mountain City. This migration route was established in 2021 by City Council with science and data provided by the Utah Division of Wildlife Resources. The minimum width of this corridor shall be 330 feet.

Connectivity of habitats refers to how and to what degree distinct patches of habitat are connected to each other, which can influence species preservation.

Conservation nonprofit organization refers to a private organization operating under Section 501(c)(3) of the U.S. Internal Revenue Code with the primary purpose of preserving and protecting land in its natural, scenic, historical, recreational, or open space condition.

Coverage refers to a raster over vector layer in a geographic information system (GIS) database that may contain objects such as points, lines, polygons.

Development refers to any practice within a wildlife overlay zone, excluding normal agricultural activities, which changes the basic character and/or function of the landscape including but not limited to construction, reconstruction, conversion, installation, structural alteration, relocation, mining, excavation, landfill, or land disturbance.

Fauna refers to all the animal life present in a particular region and/or during a specific time. The words "wildlife" and "fauna" are interchangeable in this chapter.

Flora refers to all the plant life present in a particular region and/or during a specific time.

Fragmentation refers to the process where large and contiguous habitats are divided into smaller, isolated ones. This process directly impacts all flora/fauna species, community structure, and the overall ecosystem within those isolated fragments.

Home range refers to the geographic area where fauna spend their lifetime, including where all their resources needed to survive and reproduce are readily available.

Landscape refers to the relationships between ecological processes in the environment and a particular ecosystem across a given area and time.

Motorized machine refers to any machine, vehicle, or equipment that uses or is activated by any power source.

Mule deer migration season refers to the time of year the mule deer migrate between their winter and summer ranges through the critical mule deer migration corridor. This season is defined by the Utah Division of Wildlife Resources based on the best available science. ~~The~~ Mule deer typically migrate through Eagle Mountain City bi-annually between March 15th and April 30th and December 1st and January 15th. ~~annually~~

Natural arroyo or wash refers to a dry creek bed where water can flow upon sufficient moisture through the creek. These often have narrow and steep sides marking the course of a fast-moving stream. Washes typically have flowing water during normal spring runoff and/or rainstorms.

Natural surface trails refer to trails where the predominant surface is the native substrate, and the trail is designed and managed for ground-based travel.

~~"Native vegetation" refers to all plant species that occur naturally in a particular habitat and provide essential habitat for native insects and animals. These plants have evolved together over time to~~

~~form communities that are well-suited to the specific combination of soil, temperature, nutrients, and rainfall of their region. Native species are naturally resilient because they adapt to local conditions.~~

Nesting season refers to the period of the year in which birds, both raptors and songbirds are building nests and raising their young. The term includes any nesting period for documented bird species within a wildlife overlay zone and generally take place from March 15th through July 31st.

Riparian refers to semiterrestrial/semiaquatic transition areas that are influenced by fresh water. These usually extend from the edges of water bodies to the edges of upland communities.

"Sensitive areas" refers to areas that include nesting grounds/boxes, natural wash, recently planted seedlings, and other regions deemed sensitive by Eagle Mountain City, Utah Division of Wildlife Resources (DWR), or other public agency.

Sensitive areas refer to areas that include migration routes, nesting grounds/boxes, natural washes, recently planted seedlings/habitat improvements, and other areas deemed sensitive by Eagle Mountain City, ~~Utah Division of Wildlife Resources (DWR),~~ or other public agencies who have holdings within Eagle Mountain City.

Special use permit refers to a legal document such as a permit, term permit, lease, or easement, which allows occupancy, use, rights, or privileges of land. Authorization is granted for a specific use of the land for a specific time.

Species of concern is an informal term given by The Utah Division of Wildlife Resources to a species that needs proactive protection, but for which insufficient information is available to indicate a need to list the species as endangered.

~~"Wildlife" refers to wild animals and vegetation, especially animals living in a natural, undomesticated state.~~

Wildlife corridor refers to areas designed to move wildlife safely across the landscape. These are often referred to as habitat corridors, migration routes, or green corridors. These are areas of habitat connecting wildlife populations.

Wildlife crossing structure refers to a structure such as a culvert, bridge, or underpass which could contain~~ing~~ features ~~that~~ which enhance its suitability for use by wildlife to safely cross human-made barriers such as roads or highways. Examples of such features include the presence of vegetation providing cover or habitat near the entrances and/or natural light visible at the opposite entrance. ~~The term does not include cattle guards.~~

Wildlife habitat refers to the combination of food, water, shelter, and space arranged to meet the needs of wildlife.

Wildlife impermeable fencing refers to an eight-foot fence or wall, other than a retaining wall, which prevents various species of wildlife from freely passing through with little or no interference.

Wildlife migration route refers to the geographic path along which wildlife customarily migrate.

Wildlife overlay zone refers to an area(s) approved by the city council, which has been designated primarily for wildlife and wildlife habitat preservation and/or connection to other habitats.

Wildlife impermeable fencing refers to an eight-foot fence or wall, other than a retaining wall, which prevents various species of wildlife from freely passing through. [Ord. O-06-2021 § 2 (Exh. A)]. ~~with little or no interference. Except for gates and associated gate support components, a fence or wall that includes the following design features is considered wildlife impermeable fencing:~~ 1. Any

fence or wall that is higher than eight feet above grade, inclusive of any wire strands placed above a ~~top rail of a fence or wall.~~

Wildlife permeable fencing refers to a wildlife-friendly fence visible to ungulates and birds, allows wildlife to jump safely over or crawl under, and provides wildlife access to essential habitats and travel corridors. ~~1. Uses a rail, high-visibility wire, flagging, or other visual markers for the top. 2. Smooth wire or rounded rail for the top and bottom. 3. Height of top rail or wire should be 42 inches or less from grade. 4. At least 12 inches or more between the top two wires. 5. At least 16 inches between the bottom wire or rail and grade. 6. Posts at a minimum of 16-foot intervals. 7. Gates, dropdowns, removable fence sections, or other passages where animals congregate and cross.~~

[Ord. O-06-2021 § 2 (Exh. A)].

17.49.020 Area(s) of designation

~~Wildlife corridors shall include and be characterized by one or more of the following:~~

~~A. Wildlife corridors and landscape linkages.~~

~~B. Areas with one of the following attributes: significant seasonal ranges for wildlife and/or wildlife migration corridors, and continuous habitat appropriate for wildlife. These may be identified using scientific data by city, county, state, and/or federal agencies.~~

~~C. Species that are unique, rare, threatened, endangered, or otherwise deemed to be of significance to Eagle Mountain City. Species shall be those on the federal listed species and sensitive species lists as provided by the U.S. Forest Service and Bureau of Land Management, as well as those deemed as such by city, county, state, and/or federal agencies. [Ord. O-06-2021 § 2 (Exh. A)].~~

Areas approved by the city council and identified as wildlife overlay zones shall be digitized in a Geographical Information System (GIS), housed on a server by or for Eagle Mountain City as both a .pdf map and as a GIS coverage, and be continuously maintained by city staff. Wildlife overlay zone GIS data shall be made available to the public. A new or amended wildlife overlay zone may be approved by the city council through a public hearing process. After approval of a new or amended wildlife overlay zone, the city shall update its zone coverage. A new or amended wildlife overlay zone must meet one more of the following criteria:

A. An area or areas identified by the U.S. Fish and Wildlife Services as designated ‘critical habitat’ for a threatened or endangered species.

B. Essential wildlife corridors, wildlife habitat, and/or landscape linkages (e.g., critical mule deer migration corridor).

C. Areas of significant seasonal habitat use within the home range of an individual species (Figure 1, A map showing crucial winter and summer range of mule deer in city boundaries *(Odocoileus hemionus),* Utah SGID.

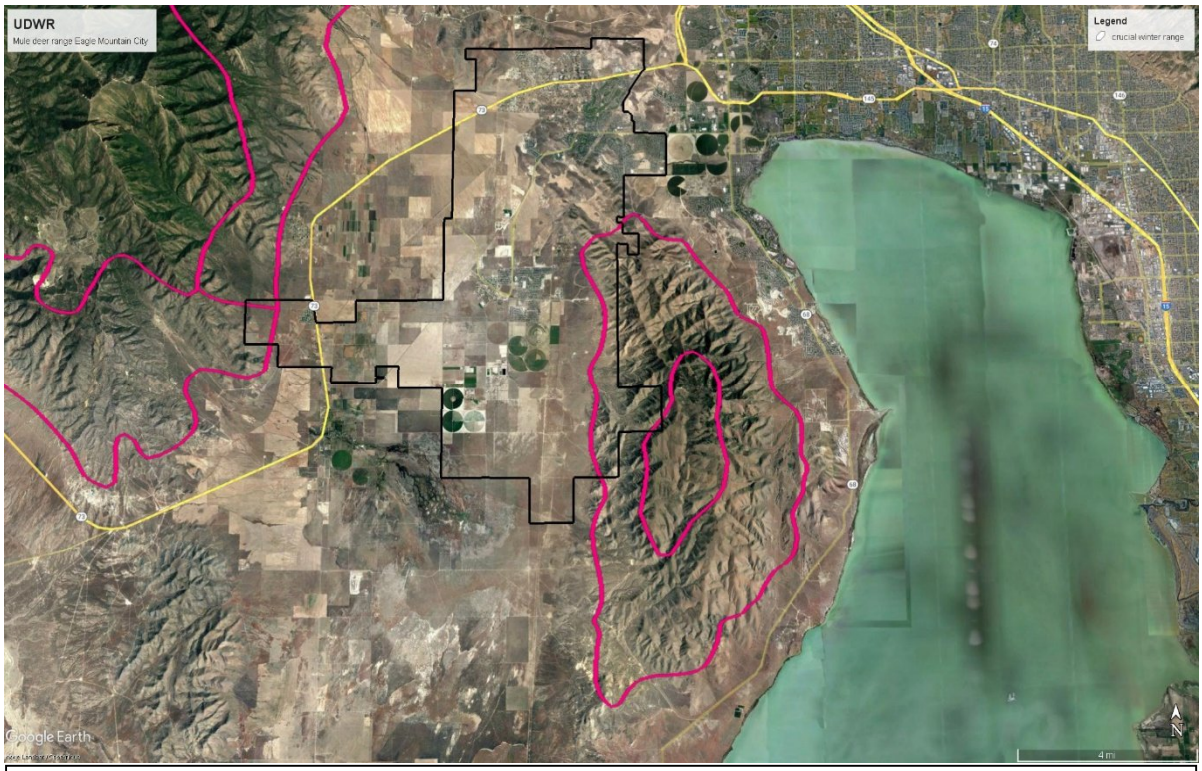


Figure 1. Map showing crucial winter and summer range of mule deer in the city boundary (show in fuchsia). Data from Utah Division of Wildlife Resources. Utah SGID

D. Areas where data and or research using the best available science/methods show a significant use of a particular geographic location by species of concern (e.g., critical mule deer migration corridor).

E. Natural geographic or topological areas such as gulches, washes, riparian areas, drainages, ridge tops or other significant habitats used to connect/link and/or safeguard habitats. These may include watering areas and/or micro habitats such as natural riparian areas or traditional/historic nesting locations. (e.g., Tickville Gulch)

F. Areas of wildlife habitat that are unique, and or of intrinsic value to the city, State of Utah, Division of Wildlife Resources (UDWR), State Institutional Trust Lands (SITLA), Bureau of Land Management (BLM), or other governmental agencies who have holdings within the city [Ord. O-06-2021 § 2 (Exh. A)].

17.49.030 Applicability

1. Partial Coverage. If ~~only~~ a portion of a ~~property is located within the~~ development plat is located within a wildlife overlay zone, the standards, requirements, and procedures of this chapter shall only apply to the portion of the property that is located inside such wildlife overlay zone.

2. Corridor Width. The recommended minimum width for ~~the~~ a wildlife corridor which is used by large mammals (mule deer or bigger) is 330 feet wide (USDA). ~~The United States Department of Agriculture (USDA), U.S. Forest Service, and other research studies have determined this minimum width based on the various species and size of animals that utilize migratory corridors.~~ Road crossings and other constrained areas may require a reduced width for short distances.

3. Natural washes. When applying ~~the overlay zone, any natural wash within the corridor should include a 50-foot area on both sides of the wash within the overlay zone. This additional area is measured from the top of the bank of the natural wash. This adds a buffer to minimize erosion; stabilize the wash banks; prevent pollution; protect sensitive animals, plants, and riparian habitat; and protect property owners from building on highly collapsible soil.~~ a wildlife overlay zone to any linear features such as washes, streams, gulches, or creeks, a 75-foot buffer on both sides of the wash shall be required. This 75-foot buffer shall be determined by measuring/surveying out from the top of the bank perpendicular to the bank. Existing mater development agreements (MDA) and parcels are excluded from this requirement. This setback adds an additional layer of protection to; 1) minimize erosion, 2) prevent property loss, 3) discouraging property owner from building in highly erodible soils, 4) help with bank stabilization, 5) prevent or minimize water pollution, and 60 protect sensitive flora, fauna, and sensitive habitat (Figure 2). [Ord. O-06-2021 § 2 (Exh. A)].

Figure 2. Map showing the wildlife overlay corridor through West Canyon, wash (highlighted in red) and the 75' wash setback in blue. Eagle Mountain City, Utah 2022 image.

~~17.49.040 Definitions.~~

17.49.~~050~~040 Land use regulations

The land use regulations shall be those of the underlying zoning, unless modified by a requirement within this chapter. [Ord. O-06-2021 § 2 (Exh. A)]..

17.49.~~060~~050 Conflict regulations

Where any provision of federal, state, county, or city statutes, codes, or laws conflict with any provision of this chapter, the more restrictive shall govern unless enforcement will result in a violation of federal, state, county, or city statutes, codes, or laws. [Ord. O-06-2021 § 2 (Exh. A)]

17.49.~~070~~060 Development standards and regulations

In areas where development within a wildlife overlay zone is deemed necessary and, in the publics, best interest, the following development standards are designed to ensure the resources comprising a wildlife overlay zone are impacted to the least possible extent. These standards ensure the landscape will remain connected and the resources can function in their natural state. In the publics, best interest, the following development standards are designed to ensure the resources comprising a wildlife overlay zone are impacted to the least possible extent. These standards ensure the landscape will remain connected and the resources can function in their natural state.

A. Open space credit/density transfer. To ensure development, construction, or disturbances will not adversely impact flora or fauna or their habitat, or impede the migration or nesting of animals, development or disturbances within any wildlife overlay zone shall be prohibited unless all of the following applicable criteria are met:

1. Planning Commission shall make the final decision on any proposed development within a wildlife corridor, after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available.

2. Developer may be awarded amenity points toward the requirements of EMMC 16.35.105 for public trails, observation structures, and other passive recreation improvements built within the overlay zone as approved by the city.

3. Developer may be granted credit towards density transfer for improved open space area for significant buildable property made unbuildable by this overlay zone as approved on a case-by-case basis by the city council.

4. All applicable development and building permits are obtained by developer.

5. The city may utilize other tools to aid in the application of the overlay zone on property, as approved on a case-by-case basis by the city council.

6. Developers, contractors, and others who alter, disturb, or destroy wildlife habitat due to development activities shall restore such habitat.

7. Safety measures for safe interactions for wildlife and/or pedestrians, as determined by the Planning Commission after receiving a recommendation from the city's wildlife biologist, or

biologist from the Utah Division of Wildlife Resources if the city's biologist is not available, shall be installed in the disturbed habit area.

8. Any existing trails or public amenities within a wildlife overlay zone, which have been disturbed, damaged, or destroyed through development activities, shall be restored to pre-development condition or better.

9. If a public amenity is proposed within a wildlife corridor, the Planning Commission shall determine, after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available, whether installing the public amenity is in the best public interest.

B. **Fragmentation**. To avoid fragmentation of a wildlife overlay zone, development shall be designed and planned to maintain ecological functions, connection of habitat to ~~and~~ protect critical resources, and species preservation. ~~Gaps~~ Obstructions within a ~~the corridor~~ wildlife overlay zone created by development, other than city council approved roadways, public amenities, or underground utility lines are not permitted. These obstructions include, but are not limited to, non-utility lines, buildings and other structures, and wildlife-impermeable fencing, unless allowed by EMMC17.49.060.

C. **Construction period during mule deer migration and nesting bird season.** To avoid disturbance of mule deer migration and bird nesting season, no construction or development within 90 feet of a wildlife overlay zone shall occur during mule deer migration or bird nesting seasons. The Planning Commission shall consider requests for a variance to the distance requirement listed in this subsection. Prior to making a final decision on a requested variance, the Planning Commission shall obtain a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available. ~~Permitted construction within the overlay zone shall only occur outside the mule deer migration season and nesting season. Construction may only be permitted during the mule deer migration season and nesting season when certification from DWR is provided stating that the construction area will not impede migration or nesting during the proposed construction period.~~

D. **Re-vegetation of a wildlife overlay zone.** ~~Native vegetation shall be retained and protected wherever possible. The DWR, city, volunteer groups, developers, and other organizations should work together to replant native vegetation where it has been previously removed or destroyed. Native, drought-tolerant vegetation is permitted.~~

1. An approved seed mix list shall be maintained by the Parks and Recreation Director and used to re-vegetate any disturbed area within a wildlife overlay zone. A georeferenced coverage of the proposed disturbed footprint of the disturbed area must be submitted as part of the development or building application process.

2. Development adjacent to the overlay zone is encouraged to integrate native vegetation into their landscape plan.

3. Property used for any agriculture activity purposes are exempt from this requirement unless the landowner grants the city or other entity permission to restore the land to its natural habitat.

E. **Underground Utility Construction**. The construction of underground utility lines involving installation, maintenance, or repair shall be subject to the following criteria:

1. Trenches of no more than half the width of the corridor ~~at~~ in the construction area are to be opened at one time.

    i. Be no more than half the width of a wildlife overlay zone. Not to exceed 165 feet; and

    ii. Not remain open more than 48 hours.

2. During periods when active construction is not occurring, trenches shall be:

    iii. Covered to prevent wildlife access

    iv. Surrounded by temporary fencing; or

    v. Include escape ramps with slopes of 45% or less at either end of the trench.

3. Where consistent with safety and space consideration, excavated material is to be placed on the uphill side of trenches.

4. Trench dewatering devices shall discharge in a manner which will not adversely affect flowing streams, drainage systems, or off-site property.

5. Disturbed areas are to be replanted with native vegetation to resemble their native state prior to construction.

F. **Fencing and Walls**. The following fencing and wall requirements apply within a wildlife overlay zone:

1. ~~Overlay zone perimeter fencing -~~ Wildlife-impermeable ~~to discourage or hinder wildlife from exiting the corridor into developed, urban areas of the city~~ fencing is not permitted within the wildlife overlay zone.

2. Wildlife permeable fencing for agricultural purposes that permit wildlife movement through the corridor are allowed. These fences or walls are prohibited unless approved by the Planning Commission, after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available.

3. All other fences or walls are prohibited unless otherwise approved by the planning commission or city council.

4. In areas where wildlife-impermeable fencing is deemed necessary by #3, to exclude fauna from certain areas for public safety purposes, the following criteria shall be followed:

    a. A fence or wall greater than or equal to eight feet above grade shall be installed. The wildlife-impermeable fencing should safely and effectively prohibit fauna from traversing the landscape on the other side of the fence. Depending on the type of targeted species, some areas shall require wire to be buried below grade.

5. Wildlife-permeable fencing for agricultural purposes that permit wildlife movement through a wildlife overlay zone is allowed.

    a. Where wildlife-permeable fencing is deemed necessary to allow wildlife to move through the area, the following fencing criteria shall be followed:

        1. NRCS wildlife friendly fencing recommendations.

        2. Existing fencing currently used for agricultural purposes is exempt from the above requirements.

6. All other fences or walls are prohibited unless approved by the Planning Commission, after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available.

G. ~~**Trials**~~ **Natural surface trails.**

a. Natural surface trails are permitted within a wildlife overlay zone to provide public use, access, and outreach education but must mitigate as best as possible any negative impact ~~on or restrictions of the needs of~~ to wildlife and wildlife habitat.

b. In addition to ~~These~~ trails, trail facilities in a wildlife overlay zone may include the trail itself, trailheads, trailhead parking, restrooms, and pavilions so long as these features do not ~~cut off the migration route within the corridor nor deter wildlife from utilizing the area of breeding or feeding.~~ impede wildlife movements or disturb, obstruct, or fragment habitat.

c. The Planning Commission, after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available, shall make the final decision on all trails and amenities located within a wildlife overlay zone. If a trail is approved within the 330-foot critical mule deer migration corridor, the trail must be located along its perimeter. A trail may bisect the critical mule deer migration corridor only to connect to existing trails.

H. **Wildlife Crossing Structures**. To aid in wildlife access and movement through the corridor, wildlife crossing structures are permitted and encouraged over and under roads and highways. Wildlife crossing structures ensure habitat connectivity and minimize wildlife-vehicle collisions. Public use of these structures may be permitted and may include trails or paths for the public if it does not negatively impact the wildlife from using the crossing. Public uses may be seasonally restricted seasonally due to migrating fauna and to avoid human-wildlife conflicts.

1. Feasibility. In situations where a wildlife crossing structure over or under a road is not possible, an alternative at-grade wildlife crossing is required.

2. The preferred at-grade wildlife crossing is a combination of impermeable wildlife fencing on both sides of the crossing opening and an advanced animal detecting system located in the wildlife crossing, alerting drivers of potential animal crossings. At a minimum, wildlife impermeable fencing or an advanced animal detecting system

shall be installed per the Federal Highway Administrations guidelines. See highway wildlife crossing handbook. [Ord. O-06-2021 § 2 (Exh. A)].

~~a. Avoid creating pooled water in the right-of-way;~~

~~b. Incorporate unpalatable plant species or no vegetation;~~

~~c. Avoid crossing rip-rap;~~

~~d. Provide a pull-out location for maintenance;~~

~~e. Locate the crossing on flat terrain;~~

~~f. Ensure long lengths of wildlife impermeable fencing includes escape opportunities from the right-of-way; and~~

~~g. Install wildlife warning signs.~~

3. When installing any wildlife crossings structures devices, technologies, minimum standards from the Federal Highway Administration wildlife crossing hand book need to be followed: See highway wildlife crossing handbook.

I. **Light Pollution**. Lighting is prohibited within a wildlife overlay zone unless approved by the Planning Commission for safety reasons, after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available.

1. If the Planning Commission deems lighting is necessary for safety reasons, the following requirements must be met in addition to complying with EMMC 17.56 , Outdoor Lighting Standards:

2. Any outdoor lighting used in a wildlife overlay zone shall limit the effects on wildlife and be designed to not attract insects by limiting the color temperature and brightness:

    a. Color temperature should not exceed 3,000 Kelvin.

    b. Light output of individual fixtures should not exceed 850 lumens.

3. Lighting for outdoor recreational facilities shall not be mounted any higher than 15 feet above the ground.

4. The following items are exempt from the above requirements:

    a. Lighting is permissible during active construction hours but shall be turned off from 10:00 pm through 6:00 am.

    b. Lighting should not exceed the minimum requirements established by the Federal Aviation Administration. [Ord. O-06-2021 § 2 (Exh. A)].

17.49.~~080~~070 Development standards and regulations adjacent to the wildlife overlay zone

Land adjacent to the wildlife overlay ~~district~~ zone is encouraged to be developed with the following considerations:

A. Consultation. Property owners and developers of land adjacent to the overlay zone are encouraged to consult with the local wildlife habitat biologist at the UDWR or other qualified wildlife biologist for guidance on appropriate development adjacent to the wildlife corridor.

B. Light Pollution. In addition to compliance with Chapter 17.56 EMMC, Outdoor Lighting Standards, property adjacent to the overlay zone is encouraged to consider the following:

1. Color and Brightness. Outdoor lighting should use lighting that does not affect wildlife or attract insects by limiting the color temperature and brightness:

a. Color temperature should not exceed 3,000 Kelvin.

b. Light output of individual fixtures should not exceed 850 lumens.

2. Outdoor Recreation Lighting. Lighting for outdoor recreational facilities directly adjacent to the overlay zone is recommended to be mounted no higher than 15 feet above the ground.

3. Exceptions. The following items are exempt from these recommendations:

a. Temporary lighting for construction. Permissible during construction hours but shall be turned off otherwise.

b. Temporary emergency lighting.

c. Wireless communication facilities. Lighting should not exceed the minimum requirements established by the Federal Aviation Administration. [Ord. O-06-2021 § 2 (Exh. A)].

17.49.~~090~~080 Wildlife corridor protection

A. Conservation and Stewardship. Land within a wildlife overlay zone may receive further protected status using any of the three methods listed here:

1. **Dedication for public use**. The land may be dedicated to ~~the city or to another public agency. This is the preferred method.~~a well-established third-party land conservation organization or land trust or to Eagle Mountain City.

2. **Private land conservation easement.** Any private land, whole or a portion of, may apply for a conservation easement on that land. The easement may be held by Eagle Mountain City, another public agency, or a qualified conservation nonprofit organization.

3. **Homeowners' association.** Every preliminary plan that includes natural or improved open space within a development shall be accompanied by:

a. ~~and proposed articles of incorporation and covenants for a homeowners' association in which all lot owners shall be members, and which is responsible for the maintenance and preservation of natural and improved open space required by this chapter. These documents shall be recorded with the final plat, upon their approval.~~ a conservation easement, which protects that portion of the development as open space; and

b. covenants, conditions, and restrictions for a homeowners' association in which all lot owners shall be members, and which establishes requirements for the maintenance monitoring of the easement, and preservation of natural and improved open space required as required within this chapter.

These documents shall be recorded on the final plat, upon their approval.

B. Sensitive Areas. Sensitive areas within the overlay zone shall be protected from human activity by minimizing access into or through the sensitive areas.

C. Recreational Vehicles. No recreational vehicles, such as off-highway vehicles (OHVs), shall be allowed in the corridor during the mule deer migration season, except for corridor maintenance and private landowner use. No new off-road vehicle trails will be constructed where the corridor is at its minimum width to minimize recreational vehicles' negative impacts. Recreational vehicles are permitted to cross the corridor on established trails year-round. [Ord. O-06-2021 § 2 (Exh. A)].

D. New roads. Unless a road is annotated on the Transportation Master Plan (2022), no new roads shall be constructed in a wildlife overlay zone.

E. Off-highway vehicle trails. No new off-road vehicle trails are allowed in the critical mule deer migration corridor.

F. Seasonal closures and/or limited hours. To ensure the success of a wildlife overlay zone, and minimize human-wildlife conflicts, the city may temporarily close or limit the hours of operation of any public amenity including roads and trails. [Ord. O-06-2021

G. Domesticated animals. To ensure there are minimal conflicts with wildlife in areas where domesticated animals (livestock, pets) are kept within a wildlife overlay zone, homeowners and/or landowners must obtain a special use permit from the city, which outlines uses of these areas of potential conflict. These restrictions are to be determined by city staff and the homeowner/landowner and must clearly articulate what these restricted use(s) will be. These may include seasonal restrictions, densities of animals per area, or other restrictions of domesticated animal use.

17.49.090 Noncompliance with a wildlife overlay zone.

Any person or entity violating this chapter's rules, regulations, or ordinances shall, upon notice by a representative of the city, shall immediately cease all activities on the parcel until the violation has been resolved and the disturbed area has been restored to an acceptable natural state as approved by the Planning Commission , after receiving a recommendation from the city's wildlife biologist, or biologist from the Utah Division of Wildlife Resources if the city's biologist is not available.

The violating person or entity shall consult with the city's wildlife biologist, and city engineer to develop and submit a plan to bring about successful remediation and restore the disturbance or area of violation to an acceptable natural state.

If a responsible person or entity fails to submit a detailed remediation plan to the city for approval by the City Council to bring a violation into compliance as determined by EMC's wildlife biologist/environmental planner and City Council and complete the remediation work within *10 (ten)* business days of service of the notice of violation, civil penalties shall be owed to the City at a rate of $5,000 per day but not more than $25,000 per day for each day of violation. Each day of violation shall constitute a separate violation. These fines shall be exclusively used for conservation and land stewardship purposes.

A. **Measuring Civil Penalties.** In assessing any monetary penalty, the city may consider:

1. The harm done to the public health or the environment.
2. Whether the penalty imposed will be a substantial economic deterrent to the illegal activity.
3. The economic benefit gained by the violator.
4. The amount of effort put forth by the violator to remedy this violation.
5. Any unusual or extraordinary enforcement costs incurred by the municipality.
6. The amount of penalty established by ordinance or resolution for specific categories of violations; and
7. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

B. **Recovery of Damages and Costs**. In addition to the civil penalty above, the municipality may recover all damages proximately caused by the violator to the city, which may include any reasonable expenses incurred in investigating violations of and enforcing compliance with this chapter or any other actual damages caused by the violation.

C. **Other Remedies**. The municipality may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

D. **Remedies Cumulative**. The remedies outlined in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies