



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

FEBRUARY 25, 2025, 5:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

1.A. DISCUSSION - FLUM

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

5.A. February 11, 2025 Planning Commission Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

7.A. Downtown Master Plan

BACKGROUND: *(Presented by Economic Development Director, Evan Berrett)*. Eagle Mountain City has contracted with MHTN Architects to create a Downtown Master Plan for 20.99 acres of City property east of Cory Wride Park. Following months of public engagement, feedback sessions with elected officials and stakeholders, and developing multiple concepts, the draft Downtown Master Plan is being brought forward for consideration of approval and adoption

7.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Enyo Development Agreement.

BACKGROUND: *(Presented by Planning Director, Brandon Larsen, and City Attorney, Marcus Draper)*. Enyo Energy is an independent power company that specializes in developing utility-scale energy projects in the Intermountain West. It is looking to develop a power project in Eagle Mountain City and partner with local data centers and Rocky Mountain Power. Enyo is looking to construct Battery Energy Storage Systems, solar power, and potentially a natural gas power plant in Eagle Mountain City. This Development Agreement would govern Enyo's project. Parcel No. are 59:068:0005, 59:068:0002, 59:068:0004, 59:084:0010, 59:084:0009, 59:084:0007.

7.C. PRELIMINARY PLAT - Harmony A13

BACKGROUND: *(Presented by Senior Planner, David Stroud)*. Preliminary Plat approval of Harmony A13 with 34 single-family lots on Parcel No. 59:045:0153 at Annabell St. and Caitlyn St., Flagship Homes. Governed by the 2018 Harmony Development Agreement.

7.D. PRELIMINARY PLAT - Harmony A14

BACKGROUND: *(Presented by Senior Planner, David Stroud)*. Preliminary Plat approval of Harmony A14 with 38 single-family lots on Parcel No. 59:045:0155 at Annabell St. and Rachel Way, Flagship Homes. Governed by the 2018 Harmony Development Agreement.

7.E. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Quest East Master Development Agreement Amendment.

BACKGROUND: *(Presented by Planner 2, Steven Lehmitz)*. A proposed amendment to the Eagle Quest East Master Development Agreement that would extend the initial development benchmarks. The project is located on Parcel No. 59:006:0053, which is just north of the Sunset Flats development.

7.F. SITE PLAN - UTA Park and Ride

BACKGROUND: *(Presented by Planner 2, Steven Lehmitz)*. A proposed Site Plan for Parcel No. 58:034:0424, which is along Pony Express Parkway and west of Unified Fire Authority – Eagle Mountain Station 252.

7.G. Master Site Plan for Pinnacles B-3

8. **DISCUSSION ITEMS**

9. **NEXT SCHEDULED MEETING**

10. **ADJOURNMENT**

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

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. 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
FEBRUARY 25, 2025**

TITLE:	FLUM Discussion
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	n/a
APPLICANT:	n/a

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
n/a	n/a

PUBLIC HEARING

No

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

n/a

BACKGROUND:

This is a discussion about potential land use designations for the Future Land Use Map update. Staff wants feedback from the Planning Commission on land use designations and the style of future land use map.

ITEMS FOR CONSIDERATION:

n/a

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	February 11, 2025 Planning Commission meeting minutes
ITEM TYPE:	Minutes
FISCAL IMPACT:	n/a
APPLICANT:	n/a

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
n/a	n/a

PUBLIC HEARING

No

PREPARED BY

Heather Lamb, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

Approve, with any requisite revisions being noted and made.

BACKGROUND:

n/a

ITEMS FOR CONSIDERATION:

n/a

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

1. 2.11.2025 DRAFT Meeting Minutes



EAGLE MOUNTAIN PLANNING COMMISSION MEETING MINUTES

February 11, 2025 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Rod Hess, Robert Fox, Brent Strong, and Craig Whiting; and Alternate Commissioner Bryan Free.

ELECTED OFFICIALS PRESENT: Councilmember Rich Wood, Liaison to the Planning Commission.

CITY STAFF PRESENT: Brandon Larsen; Planning Director; Marcus Draper, City Attorney; Robert Hobbs, Senior Planner; Heather Lamb, Planning Secretary; Evan Berrett, Economic Development Director; and Elizabeth Fewkes, Planner.

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

Commissioner Allen called the meeting to order at 5:31 p.m.

1. Discussion Items

1. A. DISCUSSION ITEM –DISCUSSION/CONCEPT PLAN - John Hancock Charter School West Campus
 - Discussion Item, not the authority of the Planning Commission but rather the State,
 - The Concept Plan as presented shows no concerns that the Planning Commission would have.

1. B. TRAINING - Planning Commission General Powers and Duties

Commissioner Allen adjourned the work session at 6:27 p.m.

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

Commissioner Allen called the policy session to order at 6:33 p.m.

2. Call to Order

3. Pledge of Allegiance

Commissioner Allen led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest

None.

5. Approval of Meeting Minutes

5. A.

MOTION: *Commissioner Fox moved to approve the minutes. Commissioner Hess seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Abstain
Craig Whiting	Abstain
Bryan Free	Yes

The motion passed with a vote of 4:2.

6. Status Report

Planning Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting. There was also a brief recap of a joint meeting with the Council and Planning Commission on March 4th, 2025, which was focused on updating the City's architectural standards.

7. Action and Advisory Items

7. A. PRELIMINARY PLAT - Parkway Fields Plat H

Presentation by Robert Hobbs, Senior Planner: This project is part of the [originally titled] "Ault Farms Master Development" approved by the City Council in December 2021. Ault Farms' name was eventually changed to "Parkway Fields". Plat H lies in the southeast area of the City.

Discussion Summary: There was no discussion as to Agenda item 7. A.

Commissioner Allen opened the public hearing at 6:50 p.m. As there were no comments, he closed the hearing at 6:50 p.m.

MOTION: *Commissioner Hess moved to approve Item 7. A. Preliminary Plat - Parkway Fields Plat H with condition number 1 stated in the Staff Report. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

7. B. MASTER SITE PLAN and PRELIMINARY PLAT - Pinnacles B3

Presentation by Robert Hobbs, Senior Planner: The Pinnacles project was approved in 2021 in the community's southwest area. It contains 161 acres and comprises a combination of single-family detached and attached housing. RC, R2, and R3 zoning have been overlaid in the project to support and regulate the detached housing, MF-1 and MF-2 assigned to the multi-family townhouses. A concept level Master Site Plan and a Master Development Agreement were recorded to finalize the

development's entitlement and vestment. The applicant is seeking approval of a Master Site Plan and Preliminary Plat for 167 townhouse lots and six open space parcels in the multi-family zoned areas on the eastern end of the development.

MOTION: *Commissioner Allen moved to table Item 7.B. Master Site Plan and Preliminary Plat – Pinnacles B3 until the February 25, 2025 Planning Commission meeting. Commissioner Whiting seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

7. C. Ordinance Partially Suspending Collection of Impact Fee

Presentation by Evan Berrett, Economic Development Director: Review of Economic Development context, and background content of the Transportation Impact fee, and also comparison of those fees with the Proposed Temporary adjustment. According to the proposal, the City Council would suspend the collection of the transportation impact fee for non-residential uses by 55% for buildings with 10,000 sq feet or less. The 45% of the transportation impact fee would not be suspended and continue to be collected. Further, the City Council would suspend the collection of the transportation impact fee for non-residential uses by 75% for buildings greater than 10,000 sq feet. The remaining 25% of the transportation impact fee would not be suspended and would continue to be collected.

Discussion Summary: There was no discussion as to Agenda item 7. C.

Commissioner Allen opened the public hearing at 7:31 p.m.

Ben Reeves, Eagle Mountain City Manager spoke during the public hearing comment period.

Commissioner Allen closed the public hearing at 7:33 p.m.

MOTION: *Commissioner Hess moved to recommend a positive approval to the City Council of Item 7. C. Ordinance Partially Suspending Collection of Transportation Impact Fee for non-residential uses as presented. Commissioner Fox seconded the motion.*

7.D. Selection of Planning Commission Chair and Vice Chair.

MOTION: *Commissioner Fox moved to appoint Jason Allen as the Planning Commission Chairman for 2025 and to appoint Rod Hess as Planning Commission Vice-Chair for 2025. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

7. Discussion Items

8. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for February 25, 2025.

9. Adjournment

MOTION: *Commissioner Fox moved to adjourn the meeting at 7:43 p.m. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

The meeting was adjourned at 7:43 p.m.

Approved by the Planning Commission on

Brandon Larsen
Planning Director



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	Downtown Master Plan
ITEM TYPE:	Motion
FISCAL IMPACT:	n/a
APPLICANT:	City initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	Approximately 20

PUBLIC HEARING

Yes

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

MHTN

RECOMMENDATION:

Staff recommends that the Planning Commission advance a positive recommendation respecting the Downtown Master Plan to the City Council.

BACKGROUND:

Eagle Mountain City has engaged with MHTN for the past few months in a very thorough process to develop a Downtown Master Plan. The Plan would affect approximately 20 acres of land directly east of Cory Wride Memorial Park. The Plan introduces concepts for development, implementation plans, and so forth.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	Enyo Development Agreement
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	n/a
APPLICANT:	Enyo and City

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney
Brandon Larsen, Planning
Director

PRESENTED BY

Marcus Draper, Brandon Larsen

RECOMMENDATION:

Recommend Approval of the Agreement to City Council

BACKGROUND:

Follow-up effort to address a petition to rezone tax parcel 59:068:0004 comprising ~160 acres of land from the Airpark Zone to the Agricultural (AG) Zone (owned by Land Mountain Land Co. LLC) located at the south/southwest end of the City at the southeast intersection of N. 500 east and E. 100 North Streets have grown and resulted in the crafting of the attached Development Agreement.

ITEMS FOR CONSIDERATION:

EMMC 16.10.080 provides a listing of criteria to be used in evaluating whether to approve a Master Development Agreement but is silent regarding standard Development Agreement contracts.

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

1. ENYO Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”) by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the “City”) and _____, LLC a _____ limited liability company (together with its affiliates and their respective successors and assigns, the “Company”). The City and Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. Company owns, or holds leasehold or easement rights in and to, certain real property consisting of approximately ____ acres of undeveloped land located in Eagle Mountain City, Utah County, State of Utah, as depicted on Exhibit A hereto (the “Property”).

B. Company has proposed to prepare the Property for multi-year, large-scale projects that may include multiple phases (each, a “Phase”) extending over a period of years with the uses of one or more solar power plants, battery energy storage systems, natural gas power plants, data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including, without limitation, generators), and equipment used for the transformation, transmission, distribution and management of electricity (including, without limitation, substations and switch yards), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to solar power plants, battery energy storage systems, and natural gas power plants (collectively, the “Project”).

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and support the Project.

D. Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for Company and the City. Company is unwilling to risk such capital and resources without sufficient assurances from the City that, among other things, (i) the Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required approvals and entitlements for the Project have been granted, (iii) subject to the terms set forth herein, the City has designed or will design and has constructed or will construct the regional public infrastructure necessary to facilitate and support the development and operation of the Project, (iv) the City Zoning Ordinance, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Property and the Project, with the exception of mutually agreed alterations, during the Term (as defined below), and (v) the City is committed to facilitate and assist Company in the development and operation of the Project.

E. The Parties desire to expressly note that Company's strong incentive to advance the Project defined and outlined hereafter is at least in part due to City's willingness to assure City's commitment to perform regardless of the current elected officials. As such the Parties wish to incorporate their understandings and the City's assurances with respect to the Project into this Agreement. The enforceability of this Agreement, its provisions, terms and conditions, being paramount to Company's incentive.

F. The City and Company, in recognition of the scope, magnitude, and investment of this project intend that both Parties to this agreement shall be bound by the terms of this agreement, including the future performances that are outlined, inferred or defined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and agreements as contained herein; and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 "Applicable Rules" means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to Sections 4.4 and 4.5.

1.2 "City Council" means the Municipal Council of the City.

1.3 "Code" means the Eagle Mountain Municipal Code (or any subsequent recodification of such ordinance).

1.4 "Consolidated Fee Schedule" means the City's duly adopted Consolidated Fee Schedule in effect at the time of an action taken pursuant to this Agreement.

1.5 "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of Company by contract or otherwise.

1.6 "Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities affiliated with Company.

1.7 "Existing Roadway" means the existing roadway as of the Effective Date and located within the municipal limits of the City.

1.8 "Existing Zoning" means the City's Agricultural Zone, with an overlay of the City's Regional Technology and Industry Overlay Zone.

1.9 "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; pandemics, labor strikes, material shortages, war, riot, insurrection, acts of terrorism; financial and/or banking crises

that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

1.10 “General Plan” means that certain Eagle Mountain City, General Plan, January 2023, or successor General Plan and Future Land Use and Transportation Map, dated as of January 18, 2022, as amended.

1.11 “Horizontal Construction” means construction of infrastructure to be located within the City’s current or future dedicated right-of-way that is needed to connect the Project to the City’s roadways and water and sewer utilities.

1.12 “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.

1.13 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.14 “Mortgagee” means the holder of a Mortgage.

1.15 “Official Records” means the Official Records of Utah County, Utah.

1.16 “Parcel” means a portion of the Property that is created by Company to be sold to a Subdeveloper.

1.17 “Project Approvals” means the permits, approvals, reviews, and other actions set forth on Exhibit B hereto.

1.18 “Water and Sewer Agreement” means that certain Water and Sewer Agreement, to be entered into between Company and the City as contemplated herein.

1.19 “Taxes” means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts. Taxes do not include Impact Fees (as defined below).

1.20 “Zoning Ordinance” means that certain Title 17 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. _____ on _____, effective immediately upon adoption, which ordinance (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions

of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

ARTICLE III TAXES AND FEES

3.1 Right to Oppose. Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

3.2 New Taxes. The City shall not during the Term recommend or support any new Taxes that are applicable solely and exclusively to the Project, the Property or the energy or data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the energy industry. To the extent permitted by law, the City shall not (and City staff shall not propose or support any action to) amend or modify any existing Taxes that currently exclude the Property, Project or Company from the Taxes to make them applicable to the Property, Project or Company after the Effective Date.

3.3 Impact Fees.

(a) Company acknowledges that the City may impose impact fees in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules. The City shall not impose any impact fees in connection with the Property, other than Culinary Water Impact Fees, Transportation Impact Fees, Sewer Impact Fees, Public Safety Impact Fees, and, solely to the extent that storm water is not retained on the Property, Storm Drain Impact Fees, each as defined in the Consolidated Fee Schedule, in amounts not to exceed the amounts in place pursuant to the Applicable Rules as of the Effective Date (collectively, the “Impact Fees”). The City shall not impose any Impact Fees in connection with the Property for the Infrastructure Improvements.

(b) The Parties acknowledge and agree that there may be certain of the Infrastructure Improvements to be required by the City and paid by Company in accordance with this Agreement that represent “oversizing” required by the City or otherwise constitute improvements considered to be in the nature of “System Improvements”, as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, et seq. (collectively, the “System Improvements”). In the event that the City requires Company to construct System Improvements, the City shall reimburse Company for any and all construction costs paid by Company for the System Improvements (collectively, the “System Reimbursement”). In the event that City requires Company to construct System Improvements, the City shall pay the System Reimbursement to Company in the manner agreed upon by the Parties in a separate agreement.

3.4 Building Permit and Inspection Fees. Company acknowledges that the City will impose application fees, building permit and inspection fees, and plan check fees (together,

“Building Fees”) in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules.

ARTICLE IV ENTITLEMENTS

4.1 Entitlement to Develop. The City represents to Company that as of the Effective Date: (i) the Existing Zoning applies to the Property pursuant to the Applicable Rules; (ii) solar power plants, battery energy storage systems, natural gas power plants, electronic data management businesses, corporate campuses, offices, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning or are being treated as permitted uses through this Agreement; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. Company has the vested right to develop and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the terms of this Agreement and the Applicable Rules. Notwithstanding any other provision of this Agreement, during the Term, the City shall either (i) maintain the City's Regional Technology and Industry Overlay Zone (the “RTI Overlay Zone”) for the Property, which is included in the Existing Zoning, or (ii) allow the Property to continue to receive the benefits of, and be developed under, the Applicable Rules for the RTI Overlay Zone as if the RTI Overlay Zone for the Property remained in effect. All references in Chapter 17.48 of the Applicable Rules to the underlying zone and underlying zoning will be to the provisions of Chapter 17.20 of the Applicable Rules (Agricultural Zone), notwithstanding anything to the contrary contained in this Agreement.

Commented [AB1]: Discuss whether we still need to pursue the rezoning of the RTI overlay zone along with the DA approval or if the proposed edits are sufficient.

4.2 Accessory Uses. The Parties recognize that the Project requires that Company be able to engage in certain accessory uses as that term is defined in the Applicable Rules that are subordinate in extent and area to the principal or main use. By recognizing the existence of certain accessory uses and delineating them, the Parties do not intend to limit Company’s ability to engage in other accessory uses. Rather, they seek to clarify that the City recognizes Company’s ability to engage in these particular accessory uses provided that they meet the definition of an accessory use found in Section 17.10.030 of the Code. The City recognizes Company’s ability to engage in the following accessory uses provided that they are clearly incidental to and customarily found in connection with a principal or main use, subordinate to and serving a principal or main use, subordinate in extent, area, or purpose to the principal or main use, located on the same lot as the principal or main use, and contribute to the comfort, convenience, or necessity of the business or industry of the principal or main use:

- (a) Power substation facilities;
- (b) Transmissions lines and facilities;

- (c) Fuel storage facilities;
- (d) General storage facilities;
- (e) Water and sewer facilities;
- (f) Data center facilities;
- (g) Communication, broadband, fiber optic, and other private utilities;
- (h) All public utilities; and
- (i) Other accessory uses as allowed in the Applicable Rules.

4.3 Waiver of Master Development Plan Requirement. The City acknowledges and agrees that all requirements related to the approval of a master development plan under EMC Chapter 16.10 are hereby waived pursuant to EMC Section 16.10.050, and Company has no obligation to submit any master development plan to the City. This Agreement shall satisfy all requirements under EMC Chapter 16.10.

4.4 Exceptions to Applicable Rules. In recognition of the significant investment that Company is making, the City is allowing the following exceptions to the Applicable Rules for the Project:

(a) Setbacks. For purposes of setback requirements, the Property shall not be considered adjoining or abutting another zone if separated by a public roadway; and

(b) Permit Approvals. All permit applications for the Project (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 Applicable Rules, 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 Applicable Rules) (“DRC”) 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.

(c) Seat on Development Review Committee. Company, or its designee, shall have the option at its sole discretion to occupy one seat on the board of the DRC and shall participate in all reviews and meetings of the DRC where applications from Subdevelopers are considered for development on the Property.

(d) 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, if applicable. No public hearings shall be required for such requests or applications.

(c) Substation Approvals. All requests to connect a power substation(s) on the Property shall be subject to the administrative approval process set forth in the RTI Overlay Zone, if applicable. No public hearing shall be required for such requests/applications.

4.5 Additional Permitted Uses. In recognition of the significant investment that Company is making, the City is allowing the following permitted uses for the Property subject to the standards set forth in this Section in addition to those allowed in the Existing Zoning:

(a) All uses permitted under the RTI Overlay Zone, as set forth in Chapter 17.48.030 of the Applicable Rules.

(b) Battery Energy Storage Systems.

(i) Definitions. All definitions included in the Applicable Rules shall apply, except as explicitly modified in this Subsection.

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

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

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

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

(ii) Standards. Development and operation of a BESS Facility must be found to conform to the following requirements:

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

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

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

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

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

(F) Lighting of the Battery Energy Storage Systems Facilities shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

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

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

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

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

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

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

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

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

(L) Each BESS Facility shall follow the special approval process outlined in Section 17.48.020 of the Applicable Rules. Additionally, Company shall prepare and submit the following materials prior to obtaining a building permit for a BESS Facility:

(1) A site plan prepared in accordance with the RTI Overlay Zone site plan requirements.

(2) A transportation plan for construction and operations indicating the roads that Company intends to use during construction and operations.

(3) Weed and dust control plan that address proposed mitigation measures during construction and operations.

(4) An emergency operations plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. In the event of any inconsistency between landscaping or buffer requirements under the code and the emergency operation plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. The emergency operations plan shall include the following information:

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

b. Procedures for inspection and testing of associated alarms, interlocks, and controls.

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

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

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

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

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

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

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

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

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

c. The anticipated life of the Battery Energy Storage Systems;

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

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

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

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

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

(c) Natural Gas Power Plants.

(i) Definitions. All definitions included in the Applicable Rules shall apply, except as explicitly modified in this Subsection.

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

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

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

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

(A) All principal structures comprising a Natural Gas Power Plant shall be set back at least 50 feet from all exterior project boundary lines. Access roads, fencing, utility lines, and driveways may be located within such required setback. For purposes of this Section, an “exterior project boundary line” means the perimeter boundary line of the lot or lots that, taken together, comprise a Natural Gas Power Plant project. The DRC may approve any building or structure height that is reasonable based on the engineering or design requirements for a Natural Gas Power Plant.

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

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

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

(1) Areas around Natural Gas Power Plants shall be maintained clear of combustible vegetation and other combustible materials. The extent of such a

fire-safe zone(s) shall be determined through a Hazard Mitigation Analysis (HMA) to be approved by the fire marshal; and

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

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

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

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

(H) Each Natural Gas Power Plant shall follow the special approval process outlined in Section 17.48.020 of the Applicable Rules. Additionally, Company shall prepare and submit the following materials prior to obtaining a building permit for a Natural Gas Power Plant:

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

(2) A transportation plan for construction and operations indicating the roads that Company intends to use during construction and operations.

(3) Weed and dust control plan that address proposed mitigation measures during construction and operations.

(4) A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders.

(5) A list and copies of all other federal, State and local permits and approvals that have been or will be required for the proposed Natural Gas Power Plant, together with a proposal for coordinating such approvals with the City.

(d) Solar Energy Projects.

(i) Definitions. All definitions included in the Applicable Rules shall apply, except as explicitly modified in this Subsection.

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

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

(C) “Solar Energy Project” means a project that generates electric energy by converting sunlight, whether by solar devices or other conversion technology, for the sale, delivery, transmission, or consumption of the generated energy by more than one end-user or by an end-user other than the owner or operator of the property on which the solar energy system is constructed and operated. A Solar Energy Project may include one or more Battery Energy Storage Systems (as defined in Section 4.5 (a)(i) of this Agreement), Power Substations, and/or Power Lines.

(ii) Standards. Development and operation of a Solar Energy Project must be found to conform to the following requirements:

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

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

(C) Subject to the provisions of the fire safety and protection plan described below, a Solar Energy Project shall incorporate the applicable landscaping

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

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

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

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

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

(H) Each Solar Energy Project shall follow the special approval process outlined in Section 17.48.020 of the Applicable Rules. Additionally, Company shall prepare and submit the following materials prior to obtaining a building permit for a Solar Energy Project:

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

(2) A transportation plan for construction and operations indicating the roads that Company intends to use during construction and operations.

(3) Weed and dust control plan that address proposed mitigation measures during construction and operations.

(4) A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail.

(5) Decommissioning plan that addresses the anticipated life of the project; the estimated cost to remove, dismantle, and dispose of project improvements, less the salvage value of such improvements, as determined by a licensed professional engineer; the manner in which the project will be decommissioned and site reclamation obligations.

(6) Decommissioning bond in the form of a cash bond, an irrevocable letter of credit issued in favor of the City in the amount of 100% of the estimated costs to decommission the site, or other financial assurances as reviewed and approved by the City Attorney, as set forth in the decommissioning plan. The amount of the decommissioning bond shall be updated every five (5) years to reflect current estimated decommissioning costs, which estimate shall be prepared by a licensed professional engineer and submitted to the City.

(7) Once decommissioning has occurred as to a portion of the site, the financial assurances provided for such portion of the site will no longer be required and any remaining financial assurances will be adjusted or returned to the Solar Energy Project owner/operator accordingly. Following full decommissioning of the site, any funds not utilized by the City shall be returned the Solar Energy Project owner/operator.

(I) Should any portion of the Solar Energy Project be deemed abandoned by the City as provided herein, that portion of the site shall be removed in accordance with the decommissioning plan. If the City Council finds that some or all of the Solar Energy Project has been abandoned, the City Council shall provide written notice of such finding of partial or total abandonment to the property owner and the Solar Energy Project owner/operator. Within (60) days after receipt of such notice, the property owner and/or Solar Energy Project owner/operator may provide the City a written response disputing such finding of abandonment and/or requesting an extension of additional time to repair and restore operations of the Solar Energy Project or to commence decommissioning of such portion of the Solar Energy Project. The City Council shall consider any such written response by the property owner and/or the Solar Energy Project owner/operator at a public hearing. The final decision of the City Council issued following such public hearing may be appealed to the District Court within thirty (30) days.

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

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

scheduled by the Solar Energy Project owner/operator or otherwise required by the power purchaser or transmission provider shall not be deemed abandoned for purposes of this Agreement.

4.6 Changes in Applicable Rules. Subject to Section 4.14 below, no addition to, or modification of, the Applicable Rules, including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or by the state or federal governments. Company may elect in its sole discretion, and upon written notice to the City, to have any other changes made by the City to the Applicable Rules apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The City represents to Company that no Applicable Rule conflicts with the provisions of this Agreement. Unless otherwise provided herein, in the event of any conflict between the express terms of this Agreement and the Applicable Rules, including, but not limited to the Code, the terms of this Agreement shall prevail. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry. The City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Property to residential, unless such rezone is expressly conditioned on the recognition of the vested right to develop the Project and contains protections to assure that the Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Property or (ii) allow any Mining Activities to be conducted on, under or within the Property.

4.7 Project Approvals. The City represents to Company that the Project Approvals are the only permits, approvals, reviews and actions of the City (including any agencies, departments or other approving bodies thereof) that are required to commence and complete the development of the Project and the Infrastructure Improvements under the Applicable Rules. Nothing herein shall prohibit Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Infrastructure Improvements as may be deemed necessary or desirable by Company in its sole discretion. The City has taken all of the actions with respect to the Project Approvals indicated on Exhibit B and shall process any and all remaining Project Approvals in accordance with the timeframes set forth on Exhibit B.

4.8 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City

to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

4.9 Timeframes and Staffing for Processing and Review. To the extent reasonably possible, the City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by Company in connection with the Project or the Infrastructure Improvements, provided that Company shall be responsible for payment of any third-party fees or charges to facilitate the expedited processing of Project Approvals. The City shall assign a building inspector or contracted third-party dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project or the Infrastructure Improvements. Notwithstanding anything to the contrary in this Agreement or the Applicable Rules, the City agrees that the special approval process set forth in Section 17.48.020 of the Zoning Ordinance shall apply to the Project and that the City shall review the Project and, if developed in one or more Phases, each Phase of the Project, in accordance with Section 17.48.020 of the Zoning Ordinance.

4.10 Other Approvals. The City shall assist and cooperate in good faith with Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project or the Infrastructure Improvements. Except for actions that require public hearings or noticing periods pursuant to state law (which actions the City shall take within the minimum time periods required pursuant to state law), if the City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from Company that are necessary to complete the City process.

4.11 Timing and Rate of Development. The Project may include multiple Phases extending over a period of years. The City acknowledges that as of the Effective Date, Company cannot predict when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approvals, Company may develop the Project in such order and at such rate and times as Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require Company to proceed with developing the Project or any portion thereof. Notwithstanding the foregoing, Company commits to beginning Horizontal Construction on the first Phase of the Project within three (3) years of the Effective Date as long as Company has entered into a power purchase agreement with an offtaker located in the City to purchase at least 200 MWs of power generated by the Project (a "Qualifying PPA"). If Company has not entered into a Qualifying PPA within such 3-year period, Company commits to beginning Horizontal Construction on the first Phase of the Project within five (5) years of the Effective Date. In the event that it becomes apparent to Company that Company will be unable to begin Horizontal

Construction within three (3) years of the Effective Date, Company shall provide notice to the City in a manner compliant with Section 10.3 of this Agreement. After delivery and receipt of notice, the Parties shall meet to confer in good faith as to how to amend this provision of the Agreement in a manner that fulfills the intent of the Parties.

4.12 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the Property (or that is separated from the Property only by roads, public rights of way, easements or similar land rights or uses) that Company or an affiliate of Company under the Control of Company or a Controlling Entity may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). If Company or an affiliate of Company under the Control of a Controlling Entity acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto. This Agreement shall not apply to any such Additional Property unless or until such Additional Property is entitled to be developed at Company's discretion with uses approved in the RTI Overlay Zone or any uses allowed pursuant to this Agreement. If Additional Property is annexed into this Agreement pursuant to this Section 4.12, then such future property shall be buffered as required by the Applicable Rules. This paragraph does not apply to any property located outside the City limits unless it is annexed into the City.

4.13 Annexation. If the City elects to initiate an annexation petition for any portion of the Project located outside the City's municipal boundaries, as generally identified in Exhibit C ("Annexation Property"), Company agrees to reasonably cooperate with the City and such petition so long as the City agrees to recognize and be bound by the same obligations regarding tax credits, reimbursements, rebates, or similar incentives previously agreed to and provided by Utah County for the Project. Notwithstanding the fact that the Annexation Property is not contiguous with the Property, the Annexation shall automatically be annexed into this Agreement in accordance with Section 4.12.

4.14 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Company's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1980), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including 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)(ii)(A). Any such proposed legislative changes affecting the vested rights of Company shall be of general application to all development activity in the City and, unless the City declares an emergency, Company 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.

4.15 Easement Assistance. Company shall exercise reasonable efforts to secure any necessary utility and similar easements or other related property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the Project. To the extent that Company's efforts are unsuccessful, the City may, in its sole discretion, consider using its eminent domain authority to the extent allowed by local, state, and federal law to obtain such necessary easements at Company's expense. Nothing in this Section shall be construed to obligate the City to exercise such power. Company acknowledges that it is its responsibility to acquire, plan, survey, and dedicate the necessary easements, rights-of-way, etc. to the City free of any and all encumbrances. If Rocky Mountain Power and/or Company should need to acquire any easements to support Overhead Power Lines in connection with the development of the Project, the City shall cooperate with Rocky Mountain Power and/or Company in good faith to support the acquisition of such easements.

4.16 Municipal Services. The City shall provide all city services to the Property that it provides to similarly situated properties within the City including, without limitation, law enforcement, fire, and other emergency services. Such services shall be provided to the Property at the same or better levels of service, terms, and rates as provided to other similarly situated properties in the City.

4.17 Parcel Split. The Parties acknowledge that, during the Term of this Agreement, the Property may have one or more of its parcels subdivided. If any such subdivision of the Property's parcels takes place, the Parties agree that the subdivision shall not cause any development restrictions to be imposed on the Project or the Property (including any parcel thereof) under this Agreement. As provided in the special approval process in the RTI Overlay, any subdivision and final plat application for the Project will be an administrative application, and the DRC has final approval authority for such applications, with no public hearings are required. For the avoidance of doubt, the City will not require Company to submit a site plan application as a prerequisite prior to submitting a subdivision final plat application. Internal lot line easements will not be required between Parcels in the final plat.

4.18 Exemption from Noise and Light Limitations during Emergency. In the event the Project has an emergency, which includes, but is not limited to, any event that requires major repairs, the use of a generator or an interruption in operations for a period not to exceed thirty (30) days (each, an "Emergency"), then, for the duration of any such Emergency, the Project shall not be subject to any noise and light level limitations under the Applicable Rules. Subject to the foregoing, Company shall make reasonable efforts to reduce any noise or light impact on surrounding properties during the Emergency.

4.19 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. Company may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(68)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the Applicable Rules 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 Company or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.20 Subdevelopers. If Company sells or conveys one or more Parcels to Subdevelopers, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, and configurations, as applicable to such Parcel and be subject to the same limitations and rights of the City when owned Company and as set forth in this Agreement without any required approval, review, or consent by the City.

ARTICLE V INFRASTRUCTURE IMPROVEMENTS

5.1 Sewer Improvements. The Parties acknowledge that sewer infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which Company would be unable to locate the Project on the Property. The Parties also acknowledge that Company may elect to develop, construct, and operate an on-site wastewater system for the Project located on property outside of the City's boundaries (an "On-Site Wastewater Facility"). If Company proceeds with an On-Site Wastewater Facility, Company shall not be required to construct or install any additional improvements to the City's sewer infrastructure in relation to the portion of the Project located outside the City's boundaries. If Company does not proceed with an On-Site Wastewater Facility, Company shall commence and thereafter use diligent efforts to complete the design and construction of certain improvements to the City's existing sewer infrastructure, an alternative for which are set forth in Exhibit D (the "Sewer Improvements"). The Parties' preferred alternative for sewer service is a gravity sewer line; however, the Parties acknowledge that lift stations will be necessary to service the Project, in which event Company shall construct and maintain at its sole expense any lift stations necessary for the Project in accordance with applicable City standards set forth in the Applicable Rules. Company intends to connect the Sewer Improvements to the existing public lift station located on Utah County Parcel Number 66:657:0001, and if Company connects to such existing public lift station, Company shall upsize the public lift station in accordance with applicable City standards set forth in the Applicable Rules at its expense so that it may accommodate the additional flow coming from the Project. Prior to Subdivision, the Parties will enter into the Water and Sewer Agreement, which Agreement shall further specify and delineate the Sewer Improvements.

5.2 Roadway Expansion.

(a) The Parties acknowledge that public roadways providing direct access to the Project must exist and remain adequately maintained to allow for the successful development and operation of the Project, without which Company would be unable to locate the Project on the Property. Company shall commence and thereafter use diligent efforts to complete the design and construction of an expansion and extension of the Existing Roadway and any existing municipal utilities located therein (as more particularly described and shown on Exhibit E, the "Roadway Expansion") in accordance with this Agreement.

(b) For the Roadway Expansion, Company shall, at its expense, dedicate and construct in accordance with the City's adopted standards a half-road width the portion of those

roads located within the City's municipal boundaries and currently identified on the City's official Transportation Master Plan in effect as of the Effective Date, which is incorporated by reference, that are contiguous to the Property. Notwithstanding the foregoing, all roads constructed as part of the Roadway Expansion shall have a minimum of twenty-four (24) feet of asphalt.

(c) Company recognizes that it is necessary to construct Pony Express Parkway beyond its current endpoint as part of the Roadway Expansion in order to access the southern portion of the Project. The Parties acknowledge that other developers ("Obligated Developers") have an obligation under existing development agreements to improve Pony Express Parkway at the time of development. The Parties recognize that the timelines for the Obligated Developers may not meet the development needs of Company. In the event that Pony Express Parkway is not fully improved to the current designated endpoint on the City's border with Fairfield Town in an acceptable timeline to Company, Company may secure any necessary pioneering or other agreements with the Obligated Developers to insure that Pony Express Parkway is completed to the border of Fairfield Town. The City shall cooperate with the Obligated Developers and/or Company in good faith to facilitate any necessary agreements to effectuate the purposes of this Agreement. Company may also need construct additional roads from the future endpoint of Pony Express Parkway in order to access the southern portion of the Project. Company will need construct any additional roads in accordance with City's adopted standards to access the Property. Company shall work with City in good faith to determine the location of any additional roads.

(d) The Parties recognize that Company may acquire additional real property that may become subject to this Agreement in accordance with paragraph 4.12 or through amendment. If Company acquires additional real property that becomes subject to this Agreement, City may require additional Roadway Expansion in accordance with its duly adopted Transportation Master Plan.

(e) The City acknowledges that Company will need to rely solely on the Existing Roadway and the Roadway Expansion for access to the Property, including during construction of the Project, and without such access, Company would be unable to locate the Project on the Property. The City shall not abandon, vacate or close any existing city roadways necessary to provide access to the Property, unless the City first provides reasonable alternative access to the Property. In addition, the City shall make reasonable efforts to ensure that routine maintenance and construction on roadways that serve as the only public access to the Property are done in a manner as to not unreasonably restrict or delay access to the Property.

(f) Subject to the terms of this Agreement that identify specific contemplated roadway expansions that are or may become an internal road, the City acknowledges and agrees that Company has the right in its sole discretion to determine where any internal roads may bisect or bifurcate the Property.

5.3 Water. The Parties acknowledge that water infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which Company would be unable to locate the Project on the Property (as more particularly described and shown on Exhibit F, the "Water Improvements," and collectively with the "Roadway Expansion" and the "Sewer Improvements," the "Infrastructure Improvements"). The Parties also acknowledge that Company may elect to construct or connect

to water infrastructure located outside of the City's municipal boundaries in order to serve the needs of the Project. In connection with the foregoing, the City agrees not to protest any filings by the Company with the Utah Division of Water Rights to obtain a new point of diversion and well for Company's water rights that Company intends to use for the Project. If Company elects to connect to the City's water system, Company shall construct a water line from the natural gas power plant as depicted in the exhibit and in accordance with the City's Capital Facilities Plan. The Parties shall enter into a Water and Sewer Agreement prior to subdivision.

5.4 **Power.** Company may, or cause Rocky Mountain Power to, construct and maintain above-ground transmission power lines and structures in connection with the development of the Project (collectively, the "Overhead Power Lines"), without obtaining any variance or further documentation from the City. The City acknowledges and agrees that no variance is required for the Overhead Power Lines because the Overhead Power Lines are permitted under the Applicable Rules or through this Agreement. If Rocky Mountain Power and/or Company should need to acquire any easements to support Overhead Power Lines in connection with the development of the Project, the City shall cooperate with Rocky Mountain Power and/or Company in good faith to support the acquisition of such easements.

5.5 **Fiber Service.** At no cost to Company, the City hereby grants to Company in perpetuity, privilege and authority to construct, maintain, operate, upgrade and relocate a dedicated fiber network, including underground conduits and structures, for fiber service to the Property in, under, along and through the present and future streets, alleys, public utility easements and public ways and public places (collectively, the "Public Ways"). The right to use and occupy the Public Ways shall be non-exclusive, and the City reserves the right to use the Public Ways for itself or any other entity that provides service to residences within the municipal limits of the City. Company shall, prior to commencing new construction in the Public Ways ("Public Ways Construction"), submit to the City an application (a "Public Ways Application") for a permit (a "Public Ways Permit") for such Public Ways Construction. The City shall review and approve any Public Ways Application and issue the applicable Public Ways Permit as part of the Project Approvals in accordance with this Agreement and in any case within ten (10) days following submission of such Public Ways Application, and the City shall not unreasonably condition, delay or deny any Public Ways Permit. In performing Public Ways Construction, Company will abide by the Applicable Rules, and the City may reasonably inspect the manner of such Public Ways Construction to assure compliance with the Applicable Rules. If, during the course of Public Ways Construction, Company, or any contractor or entity working on behalf of Company to install the fiber network, causes damage to or alters the Public Ways or public property in a manner not permitted hereunder, Company shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore such damaged or altered property in as good a condition as existed before such Public Ways Construction commenced. Notwithstanding anything to the contrary contained in Section 9.1, if Company fails to cure a default of its obligations under this Section 5.5 within the applicable cure period under Section 9.1, then (i) the City's sole and exclusive remedy under this Agreement shall be to seek damages from Company, subject to Section 9.3, or specific performance of Company's obligations under this Section 5.5, and (ii) the City shall not have the right to terminate this Agreement as the result of any default by Company of its obligations under this Section 5.5.

ARTICLE VI MORTGAGES

6.1 Mortgages. This Agreement shall not prevent or limit Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Company's request from time to time, the City shall meet with Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not unreasonably withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement. For the avoidance of doubt, any Subdeveloper will have the same rights and privileges as Company under this Article VI.

6.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

6.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

6.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by Company or as a result of a bankruptcy proceeding of Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 6.4.

ARTICLE VII TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of forty (40) years. Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

ARTICLE VIII THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that

the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all Construction Costs have been incurred and paid by the City (if true), and the amount of all Construction Costs incurred and paid by the City; (vi) that all Construction Costs have been reimbursed by Company to the City (if true), and the amount of any and all Construction Costs reimbursed by Company to the City (and any other amounts paid by Company to the City for the Infrastructure Improvements); (vii) the matters required to be recorded by the City; and (viii) any other factual matters reasonably requested (an “Estoppel Certificate”). The City Administrator, or such other person(s) authorized by the City Council may execute, on behalf of the City, any Estoppel Certificate requested by Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to Company and by Mortgagees holding an interest in the Property.

8.2 No Third-Party Beneficiaries. The only parties to this Agreement are the City and Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE IX DEFAULT AND REMEDIES

9.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than sixty (60) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. Without limiting Section 6.3, if the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

9.2 Company’s Additional Remedies Upon Default by the City. Company’s sole and exclusive remedy under this Agreement for a default by the City shall be specific performance of the rights granted in this Agreement and the City’s obligations under this Agreement.

9.3 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

ARTICLE X MISCELLANEOUS

10.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be

automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. The occurrence of a Force Majeure Event shall not cause any change to or extension of the Construction Schedule, or any portion thereof, or extend the deadlines, milestones or other dates set forth therein.

10.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

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

Company:

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10.4 Assignment. Company may assign its rights and obligations under this Agreement to any (i) affiliate Controlling Entity that Controls, is Controlled by or is under common Control with Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments, and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the assignee shall assume those rights and obligations and Company shall be relieved of all its covenants, commitments and obligations hereunder.

10.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. Company shall record in the Official Records a memorandum of this Agreement in a form acceptable to the City and Company setting forth the existence of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, (i.e. interlocal agreements, participation agreements, etc.) contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for Company's right to modify the description of the Property from time to time as set forth herein no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and Company.

10.7 Waivers. The failure to enforce any provision of this Agreement shall not constitute a waiver. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

10.8 Amendments. This Agreement may be amended only in writing signed by the Parties hereto. The City may approve amendments administratively that are of a non-substantive, clarifying nature or that do not substantially affect the rights of the Parties. All other amendments require City Council approval. The City, after good faith consultation with Company, shall determine which amendments qualify for administrative approval.

10.9 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.

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

of limitation, such as “and limited to” or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

10.11 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

10.12 Business Days. As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Utah. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day.

10.13 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Water and Sewer Agreement, or by any other agreement or contract executed by the City and Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.14 Confidential Information. Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, all building plans, building diagrams, business projections, non-public financial information, and operating data related to Company, including, but not limited to water utilization rates shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until Company shall have had not less than ten (10) Business Days (following and excluding the day on which Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of Company or the City. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by Company.

10.15 Attorneys’ Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees

incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 10.15 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

10.16 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A BENCH TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

CITY:

EAGLE MOUNTAIN CITY,
a municipal corporation of the State of Utah

Tom Westmoreland, Mayor

ATTEST:

City Recorder

APPROVED TO FORM:

City Attorney

COMPANY:

a limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY

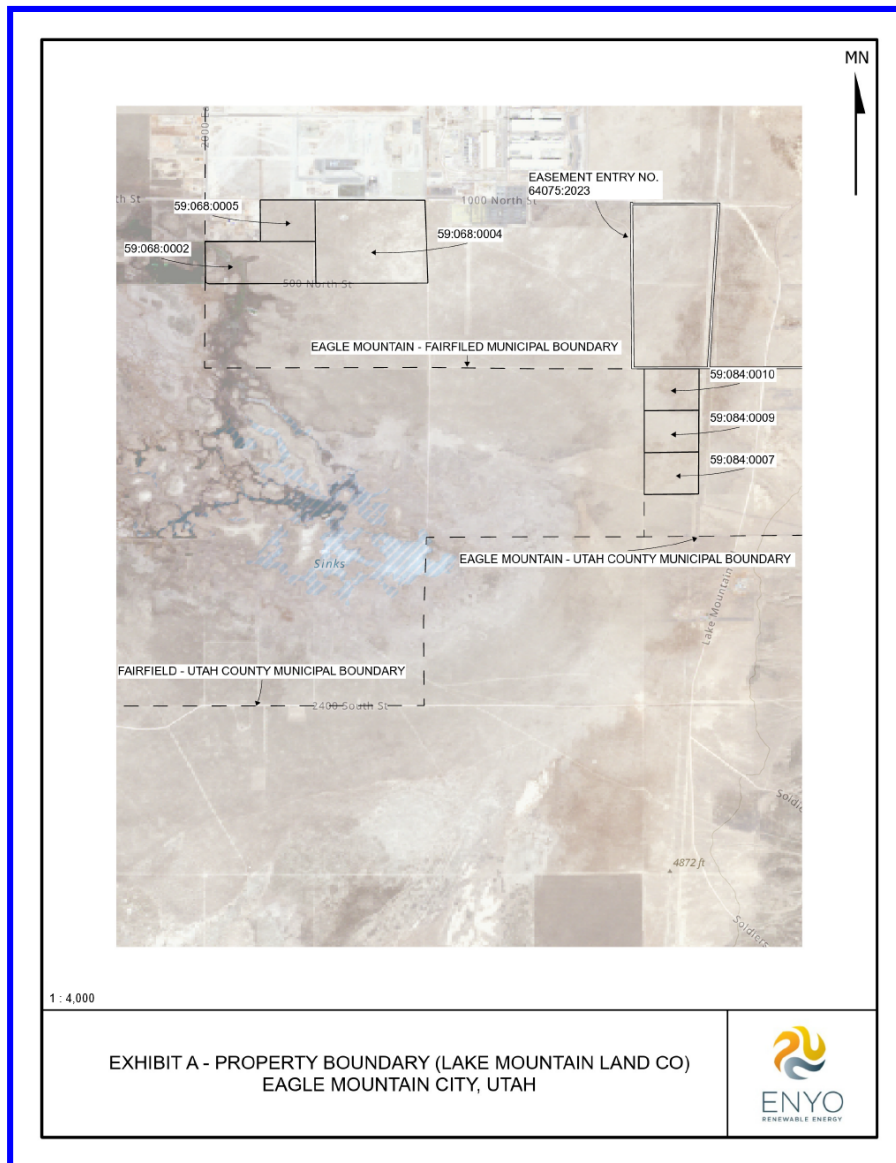


EXHIBIT B

PROJECT APPROVALS

Complete Approvals

1. City Council Adoption of Ordinance [O-XX-2025 on March 4, 2025] approving this Agreement

Remaining Project Approvals

1. City Council approval of the Water and Sewer Agreement (or administrative approval of same, if appropriate).
2. Development Review Committee (DRC) approval of the RTI (Regional Technology and Industry) Site Plan; approvals for each building, including construction plans and documents.
3. Administrative approval of any subdivision plats that are in line with the RTI Site Plan and uses outlined in this agreement.
4. City Engineer approval of a grading and excavation permit for work on the project site within ten (10) Business Days following submission of an application.
5. Building permit(s)
6. Building inspections and on-site facility inspections
7. Construction permit(s) for off-site utilities/facilities.
8. Inspections for off-site utilities/facilities.
9. Permit for off-site fiber
10. Storm Water Pollution Prevention Plan (SWPPP) permit(s)
11. Traffic Control plan

EXHIBIT C

PROPOSED ANNEXATION AREA

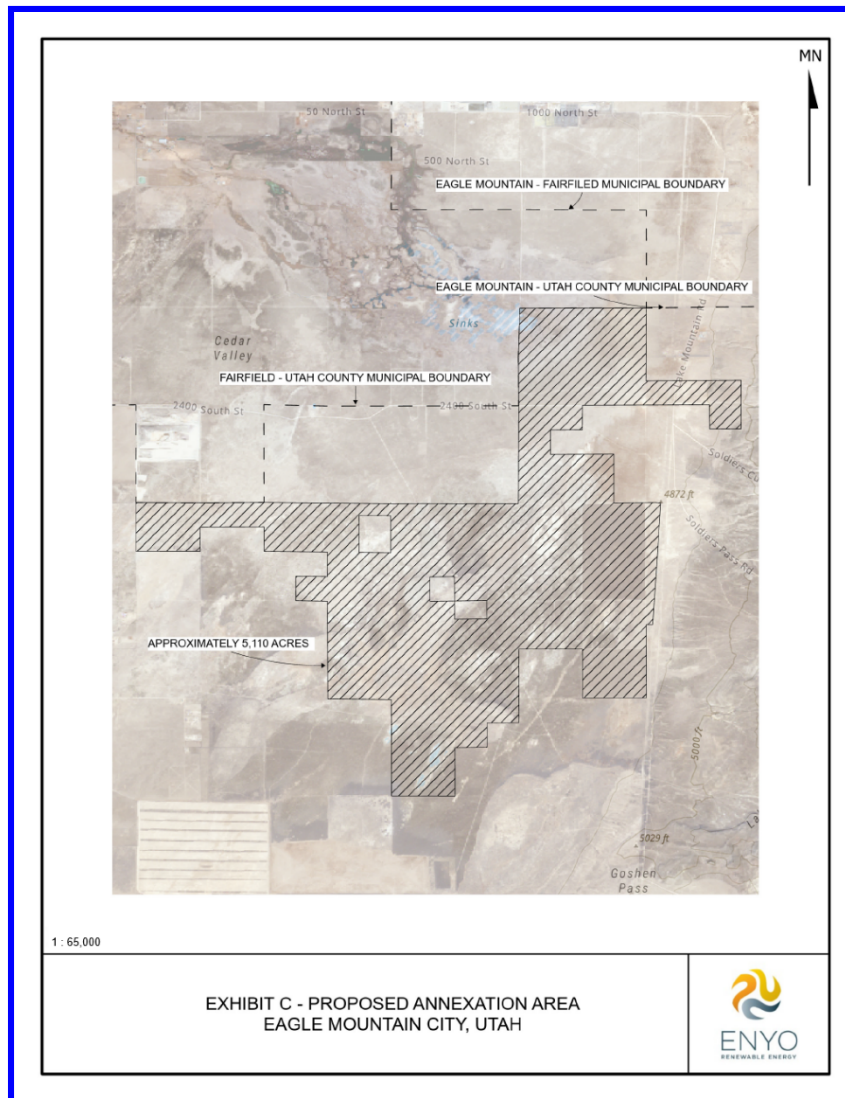


EXHIBIT D
SEWER IMPROVEMENTS

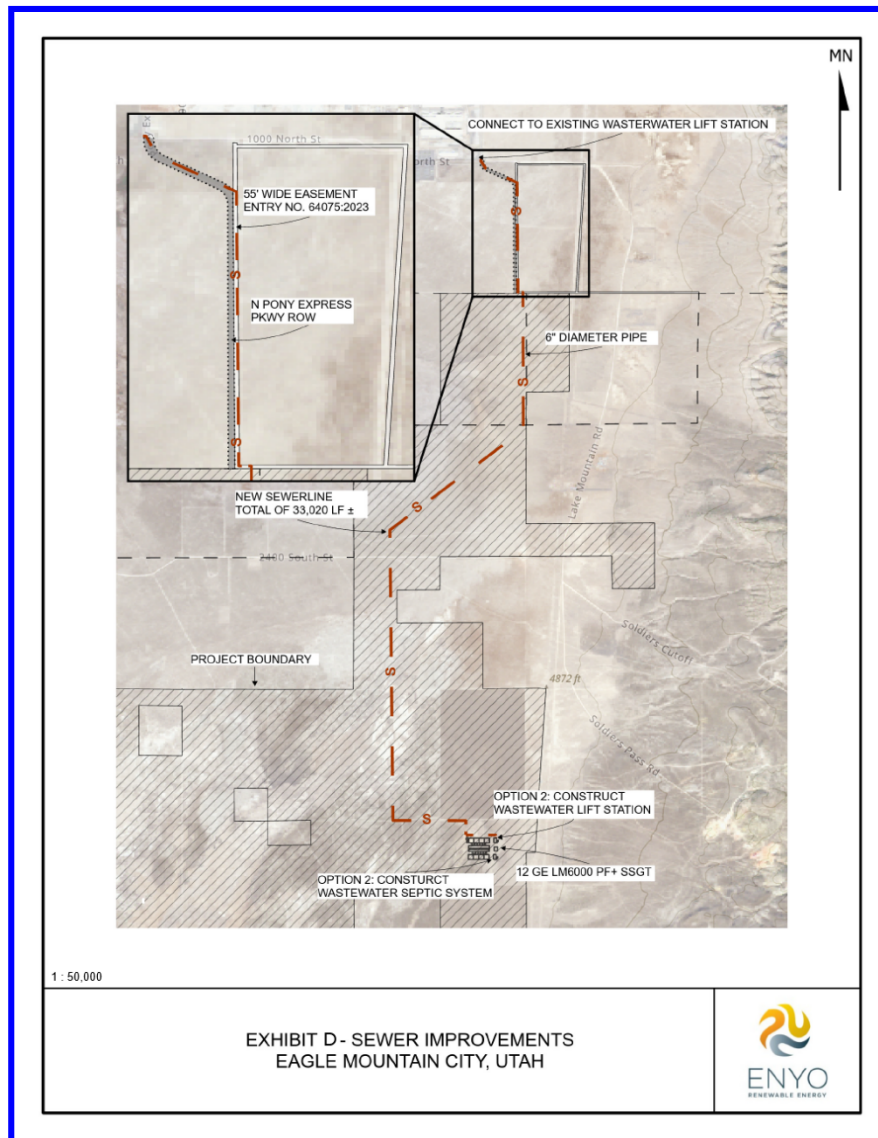


EXHIBIT E

ROADWAY EXPANSION

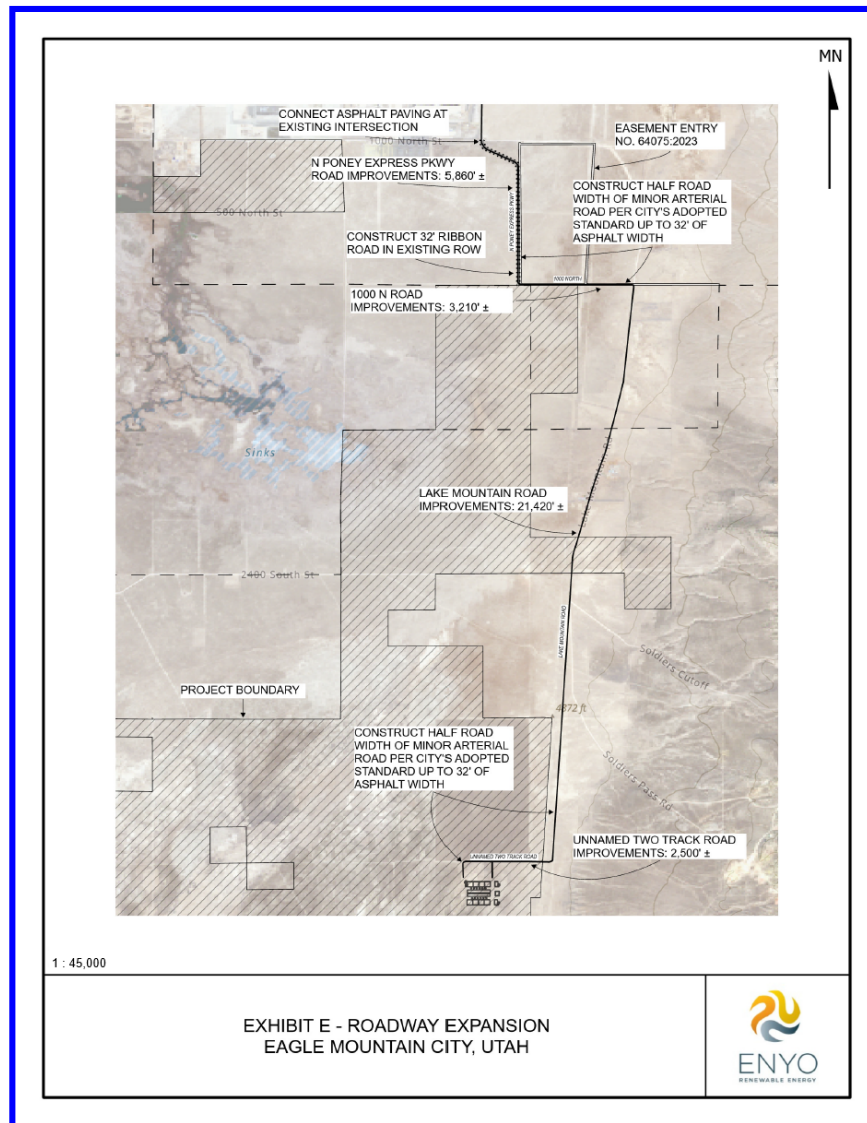
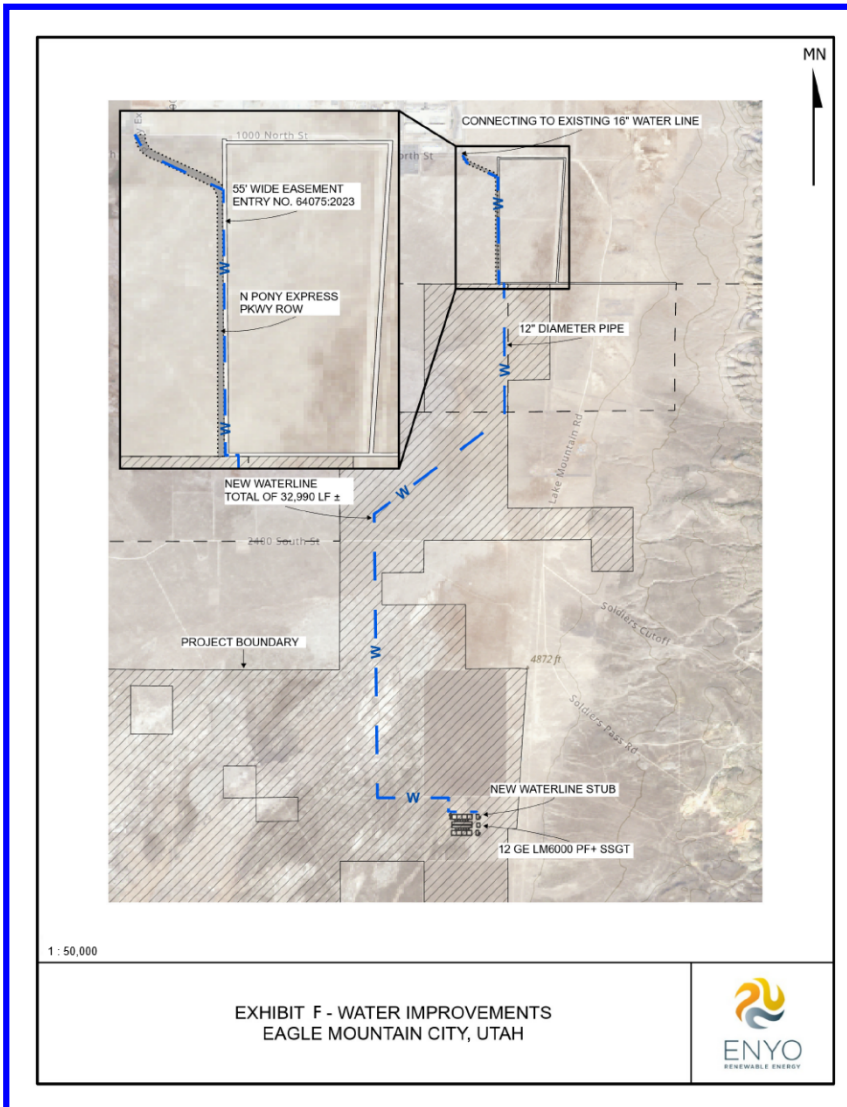


EXHIBIT F

WATER IMPROVEMENTS





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	Preliminary Plat approval of Harmony A13
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	n/a
APPLICANT:	Flagship Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One / Residential	3.70

PUBLIC HEARING

Yes

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the Planning Commission forward a positive recommendation to the City Council regarding Harmony A13 with the condition to correct any redlines prior to scheduling with the City Council.

BACKGROUND:

Harmony A13 is proposed with 34 single-family lots with internal access to garages via private driveways. Development in Harmony is governed by the Development Agreement approved in 2018. The location of Harmony A13 in the Agreement is identified as "Alternative Design Block" (ADB) which allows for varied residential layouts. Unlike other areas of Harmony which are already approved as a preliminary plat, the ADB designation does not have a set density or lot layout. Development density for any portion of the ADB area is to be proposed at the time of application submittal.

The Agreement shows 38 units maximum and 34 are proposed. However, Section 7 of the agreement states, "*The City makes no guarantee that the density maximum shown on the preliminary plat for these areas can be achieved.*"

ITEMS FOR CONSIDERATION:

Elevations under the current state code regarding single-family dwellings cannot be regulated by the City. However, the Agreement does state that, "*All homes on lots within the project shall have a 'carriage' style or decorative, garage doors. The front of all homes will have at least two textures, including rock, brick, stucco, or decorative material, similar to Hardy Board. This texture shall wrap around the front of the home at least until the first windows along each side of the home. Typical vinyl siding will not be used on the front of the homes.*" Any standards in approved Agreements can be regulated by the City, regardless of state code requirements.

The elevations appear to Staff to comply with the Agreement, but specifics regarding use of materials and textures, needs to be identified. Staff feels this can be reviewed by the Planning

Commission and recommended to the City Council to make corrections to those items as the elevations will not change to any great extent, if any.

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

1. Harmony 13 Civil
2. Harmony 13 Elevations
3. Harmony 13 park

HARMONY PHASE 'A' PLAT '13'

CONSTRUCTION PLANS

EAGLE MOUNTAIN, UTAH

Working on February 25 PC. Notices to be sent by Feb 12 if minimal or no redlines.

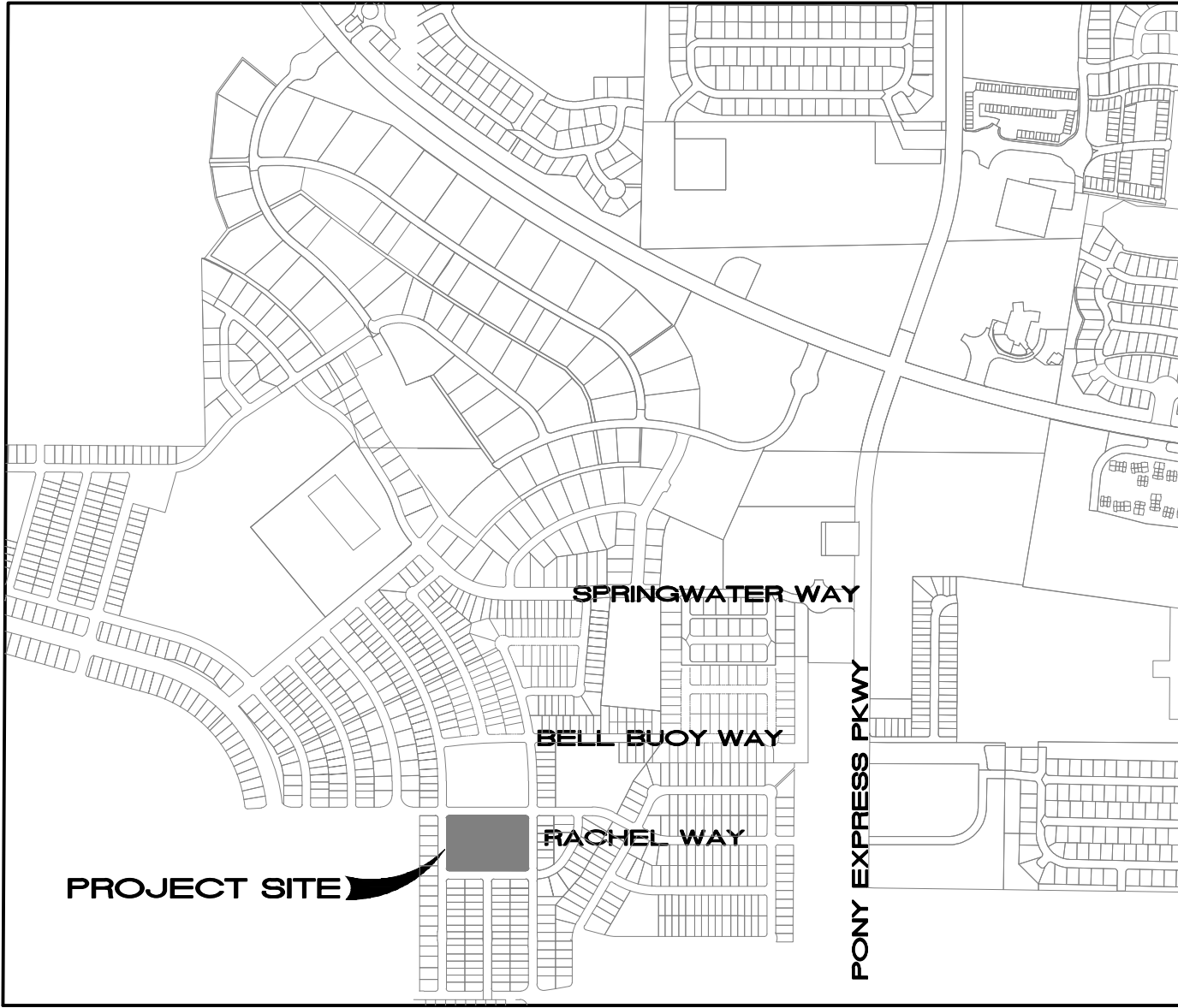
Provide an erosion control plans including details of the BMPs to be used on this site.

SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	UTILITY PLAN
3	GRADING & DRAINAGE PLAN
4	PRIVATE ALLEY’S PLAN AND PROFILES
5	DETAIL SHEET
PLAT	FINAL PLAT

Submit all files, even there were no corrections. I don't see the open space plan and calcs. I then don't have to cut/paste files from one to another and chance something was changed.

UFA Notes:
1. Will the units fronting open space be addressed off the private alleys or off of Rachel Way and Caitlyn St?
Units addressed off alleys will require numbers above garage door and a walkpath from the alley to the front door.
Units addressed off Rachel Way & Caitlyn St will require address monuments and walkpaths to the front doors. Provide this detail on the plans.
2. Provide a "No Parking" sign detail and show the locations of the signs on the site plan.



VICINITY MAP

LAND USE	
ACREAGE:	3.703 acres
ACREAGE IN LOTS:	2.593 acres
ACREAGE IN PRIVATE ALLEY:	0.393 acres
LARGEST LOT:	3,865 sq.ft.
SMALLEST LOT:	2,940 sq.ft.
AVERAGE LOT SIZE:	3,322 acres
LOTS:	34 LOTS
UNIT DENSITY:	9.18 LOTS PER ACRE

REVISIONS				DESIGNED BY:	
NO.	DATE	DESCRIPTION	BY	TGT	
1	10/17/24	RED LINES		DRAWN BY:	TT
2				CHECK BY:	TGT
3				DATE:	8/29/24
4				CDGD FILE:	

J:\FLAGSHIP\HARMONY\dwg\01_COVER.dwg

TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS

27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

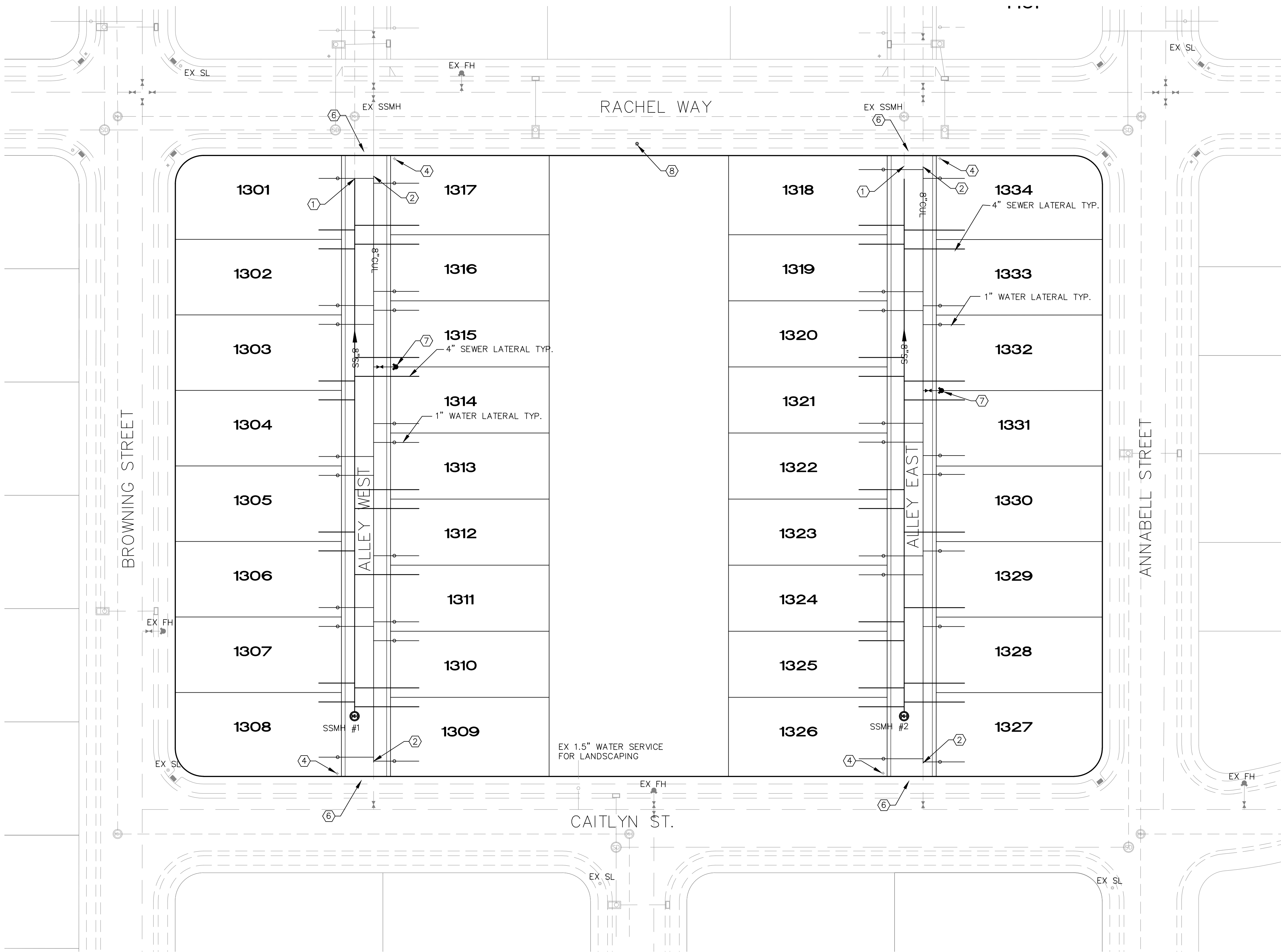
EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

COVER SHEET

JOB
FS HARMONY

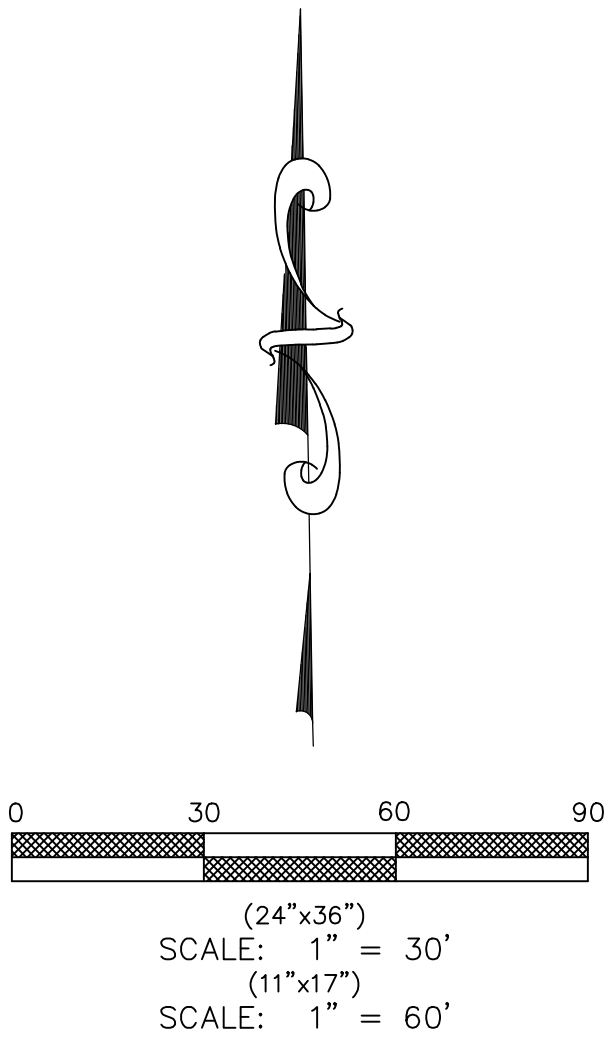
SHEET NO.
1



- LEGEND
- PROPERTY BOUNDARY LINE
 - EXISTING FENCE LINE
 - ROAD CENTERLINE
 - EASEMENT LINE
 - CUL
 - PROPOSED PVC CLASS-200 SDR-21 CULINARY WATERLINE
 - PROPOSED PVC SDR-35 SEWER W/ MH
 - EXISTING STORM DRAIN W/ MH
 - EXISTING SANITARY SEWER W/ MH
 - EXISTING CULINARY OR SECONDARY PIPE (SIZE AND TYPE SHOWN)
 - FIRE HYDRANT
 - WATER VALVE
 - BLOW OFF

- KEYED NOTES
- 1. CONNECT INTO EXISTING SEWER STUB. CONTRACTOR TO VERIFY SIZE, INVERT ELEVATION AND LOCATION.
 - 2. CONNECT INTO EXISTING 8" CULINARY LINE WITH CONSTRUCTION VALVE
 - 3. PRIVATE STREET LIGHT, COORDINATE WITH DEVELOPER FOR SPECIFICATIONS
 - 4. INSTALL STREET/STOP SIGN PER EAGLE MOUNTAIN CITY STANDARDS
 - 5. INSTALL NO PARKING SIGNS PER EAGLE MOUNTAIN CITY STANDARDS
 - 6. REPLACE EXSIST. SW WITH 6" THICK MIN. PER EAGLE MOUNTAIN CITY STANDARDS
 - 7. INSTALL FIRE HYDRANT AS PER EAGLE MOUNTAIN CITY STANDARDS
 - 8. INSTALL STREET LIGHT PER EAGLE MOUNTAIN CITY STANDARDS

- UTILITY NOTES
- ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
 - ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
 - CULINARY WATER - 48" MIN. DEPTH TO TOP OF PIPE C900 PVC..
 - SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
 - WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER EAGLE MOUNTAIN CITY STANDARDS.
 - ALL VALVES ARE TO BE FLANGED TO THE TEE.
 - PEDESTRIAN ACCESS MUST REMAIN ADA COMPLIANT THROUGHOUT CONSTRUCTION.



REVISIONS				DESIGNED BY:	
NO.	DATE	DESCRIPTION	BY	TGT	
1	10/17/24	RED LINES		TT	
2				TGT	
3				8/29/24	
4					

J:\FLAGSHIP\HARMONY\dwg\02_UTILITY.dwg

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

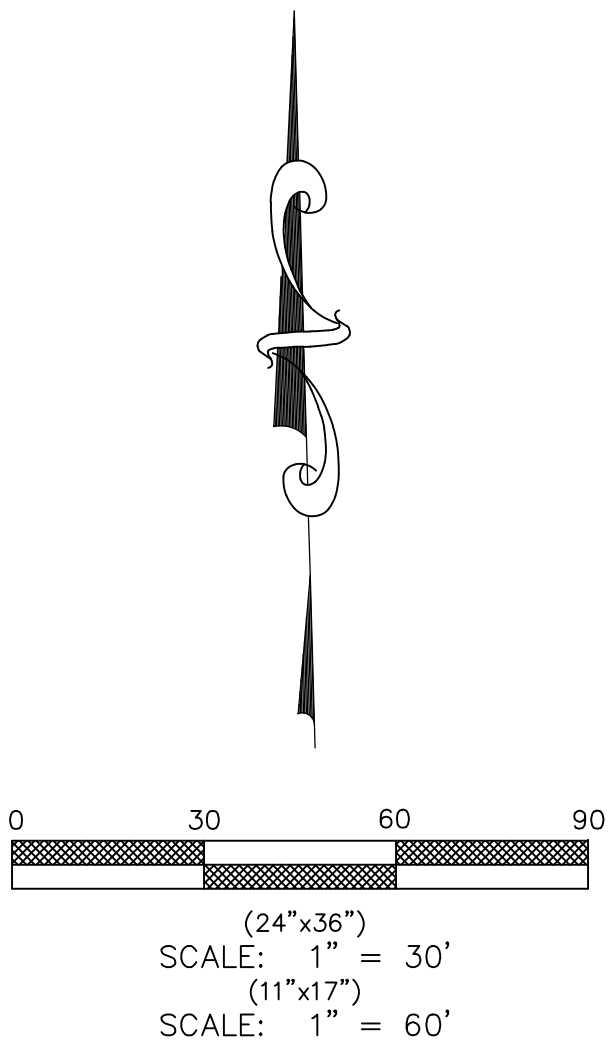
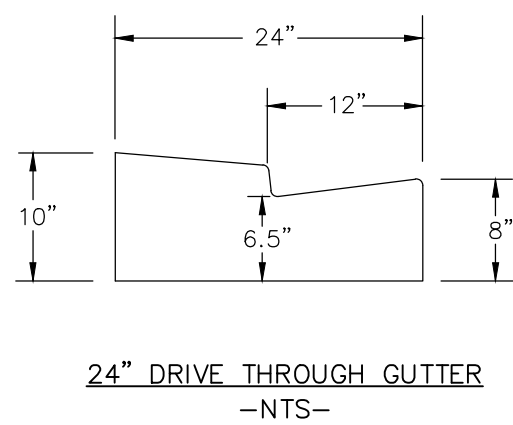
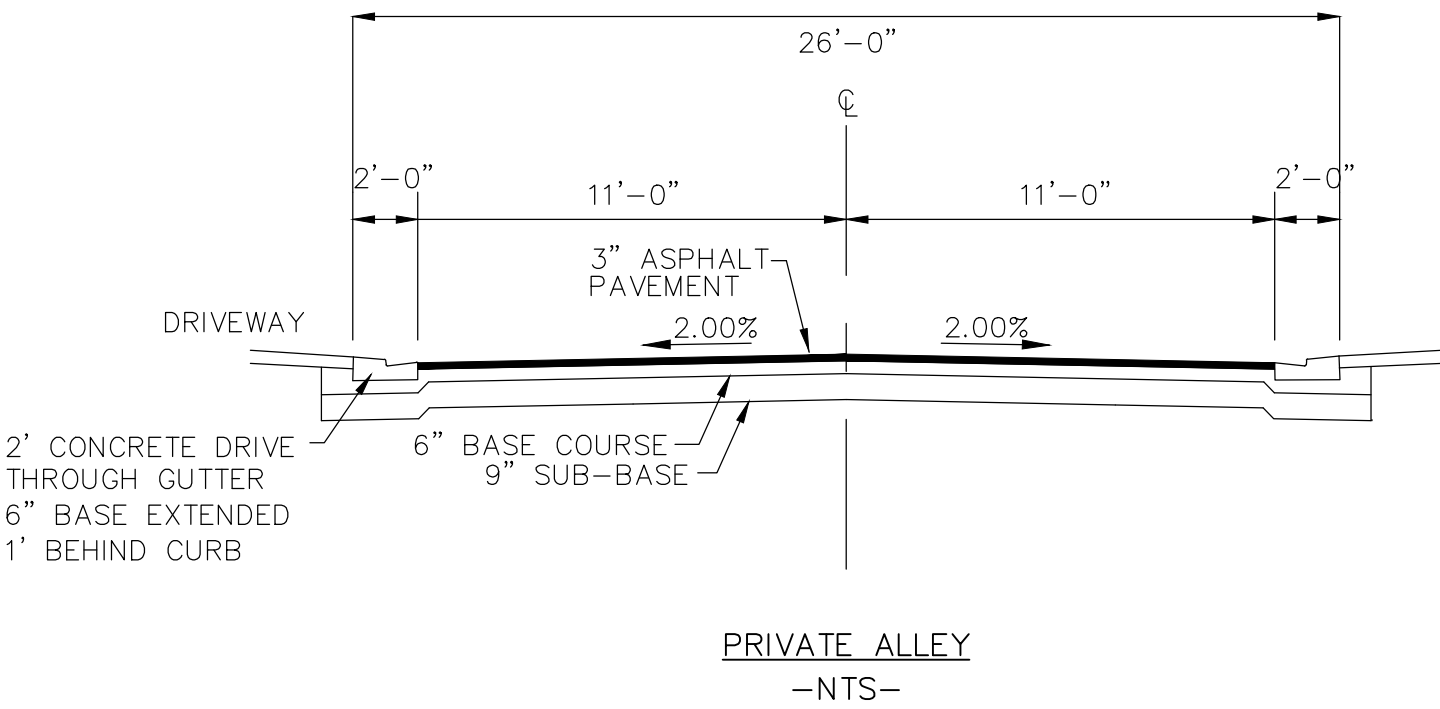
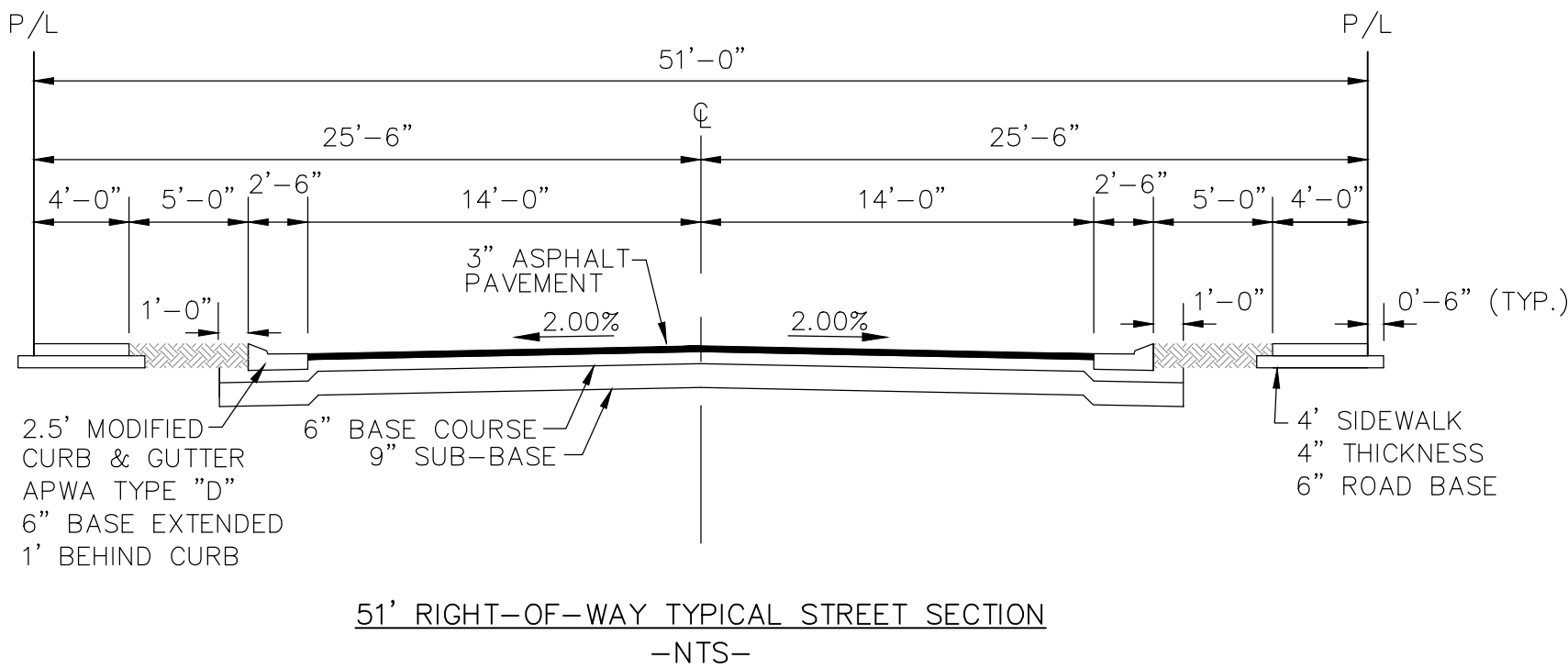
UTILITY PLAN

JOB
FS H6
SHEET NO.
2



GENERAL NOTES

- 1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- 2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
- 3. DRAINAGE FOR EACH LOT IS TO BE DIRECTED TO THE STREET. IF LOT GRADING DOES NOT ALLOW THE DRAINAGE TO FLOW TO THE STREET, THE ALLEY WAY OR THE OPEN SPACE, THEN THE PROPERTY OWNER IS RESPONSIBLE TO RETAIN RUNOFF ON OWN LOT.



REVISIONS					DESIGNED BY:	
NO.	DATE	DESCRIPTION	BY		TGT	
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2				CHECK BY:	TGT	
3				DATE:	8/29/24	
4				CDGD FILE:		

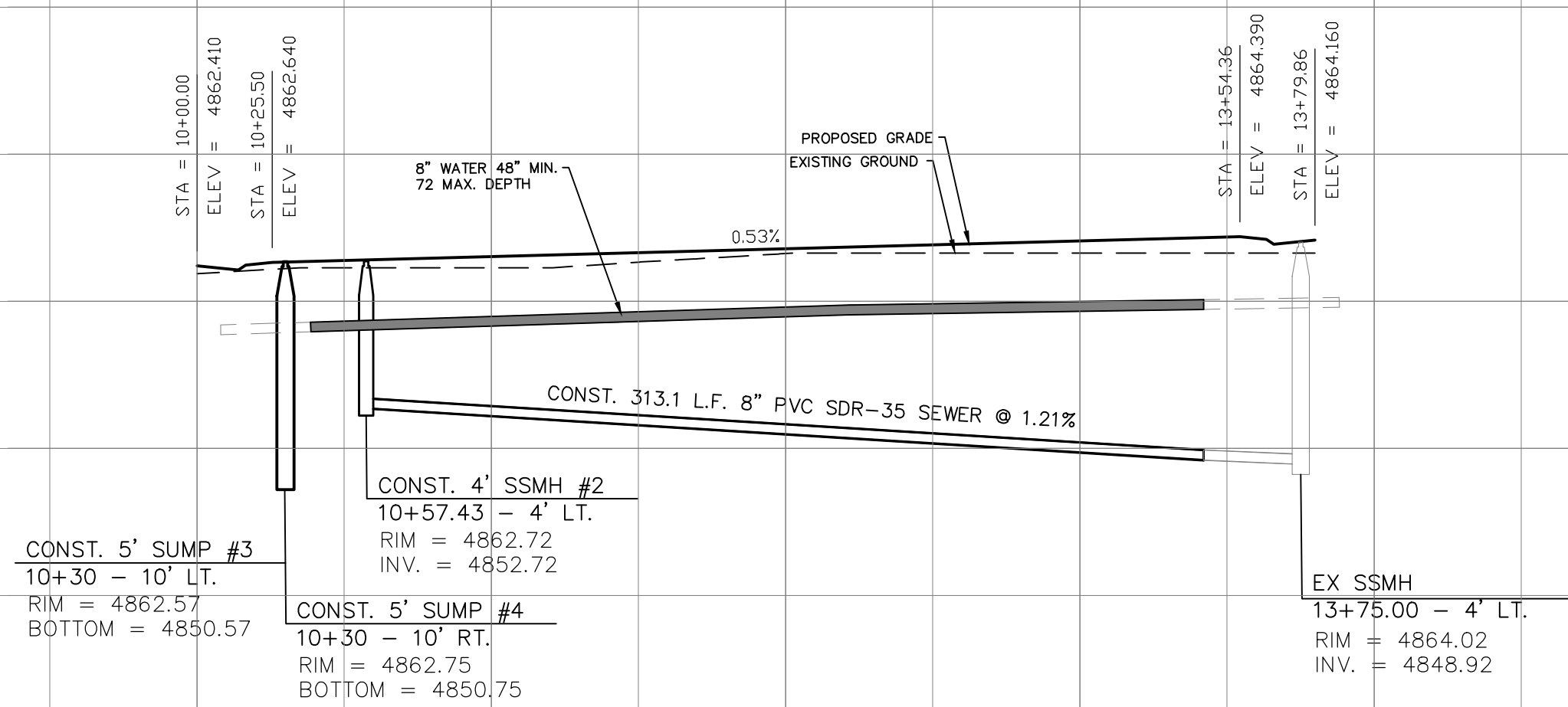
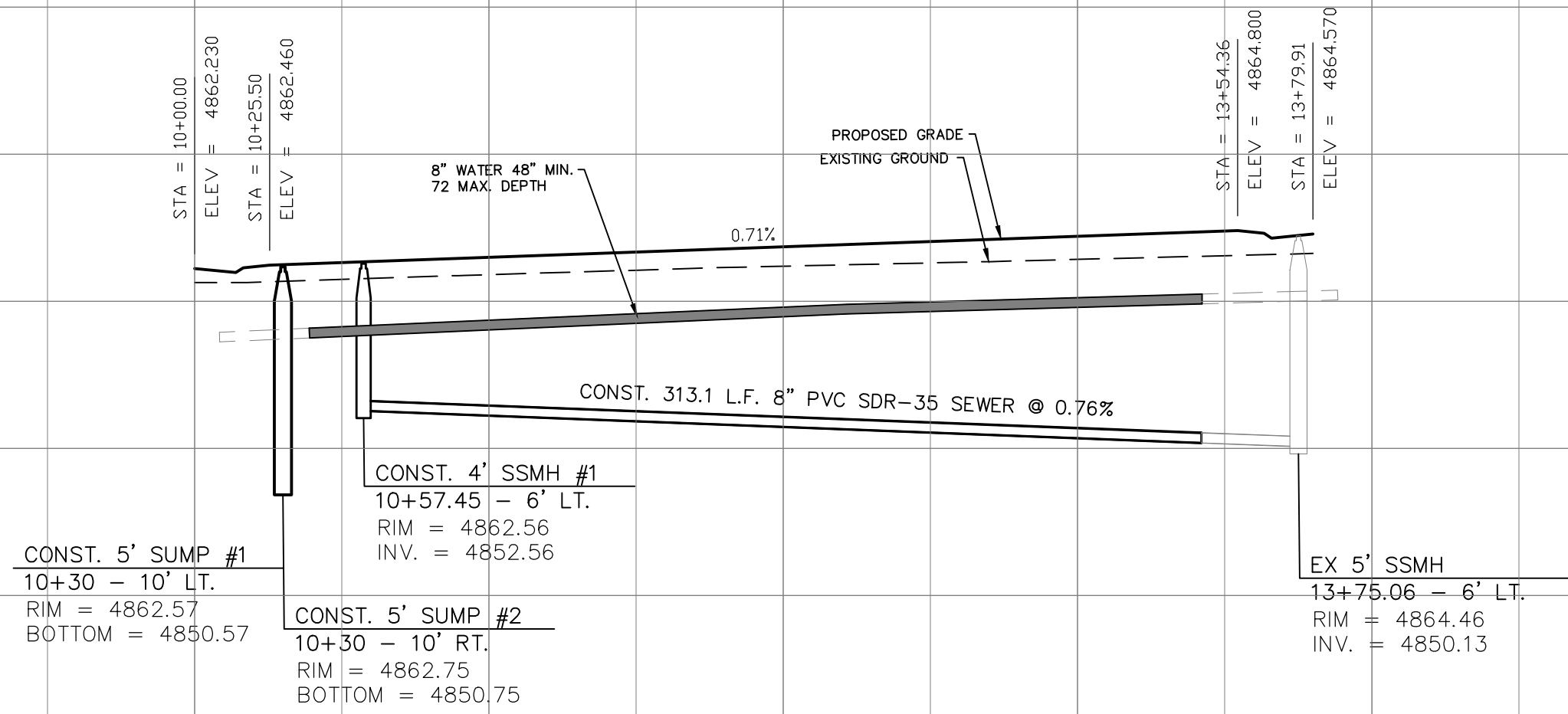
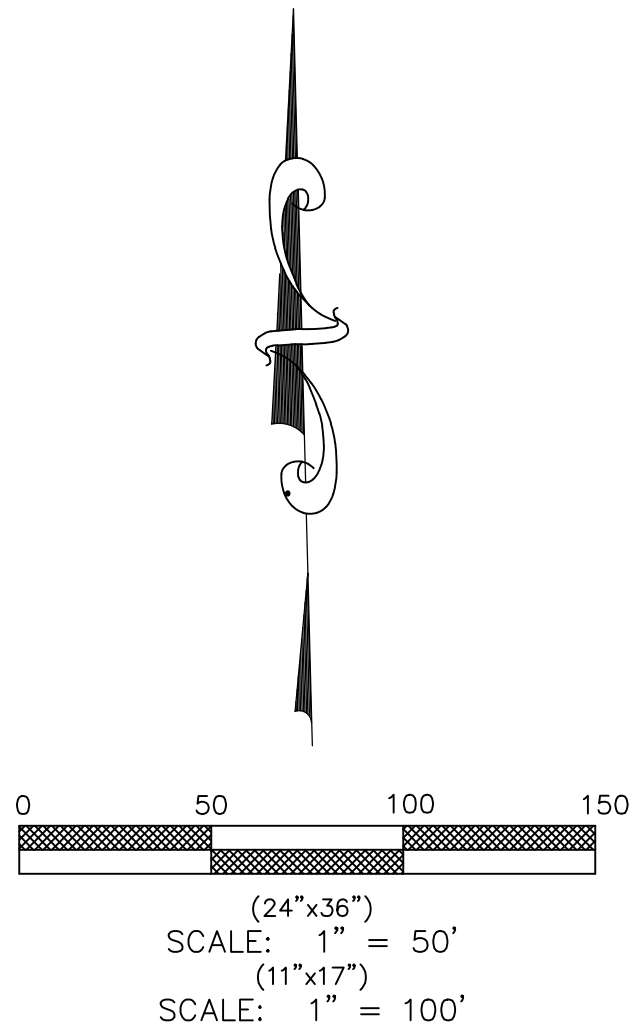
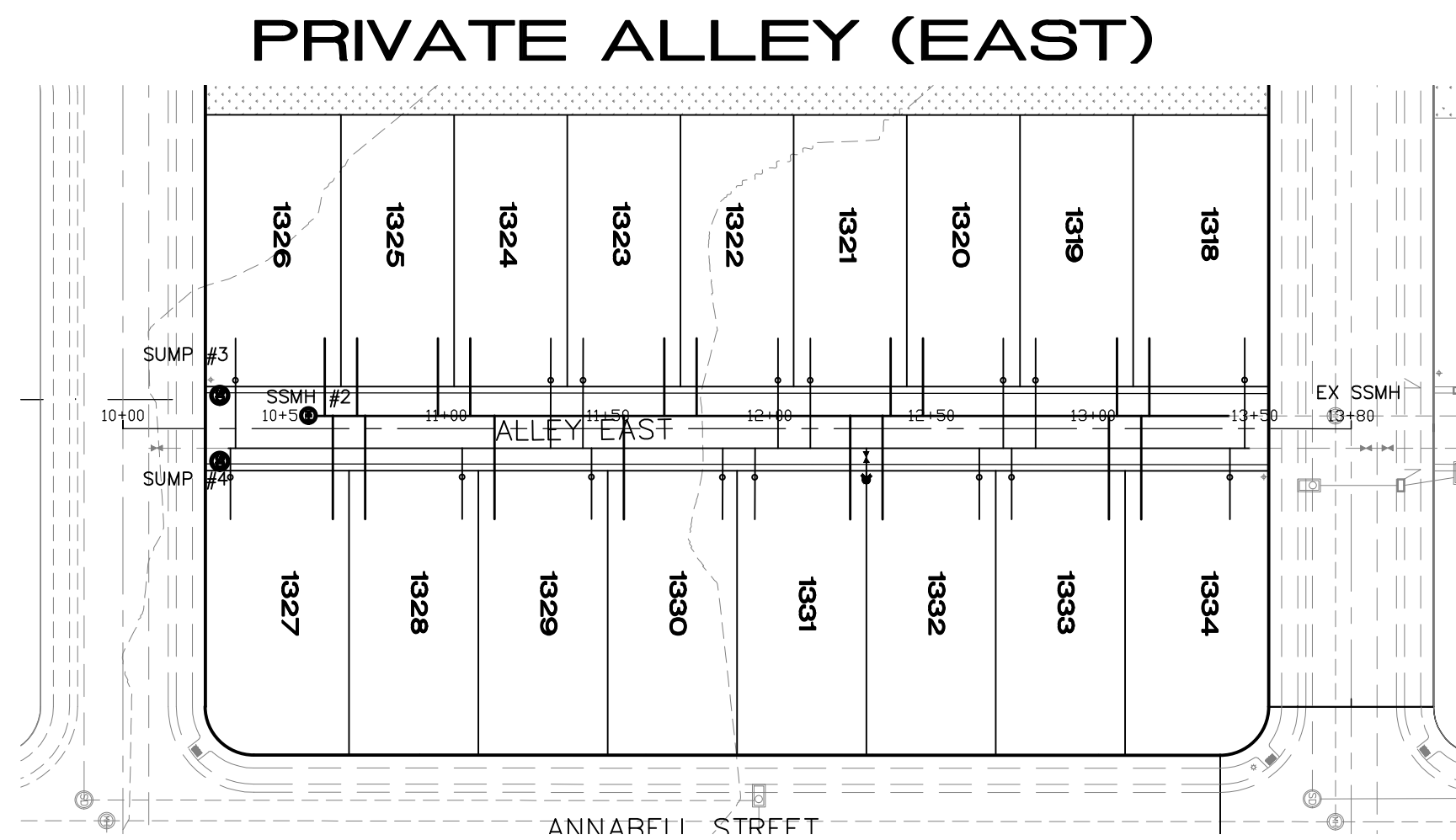
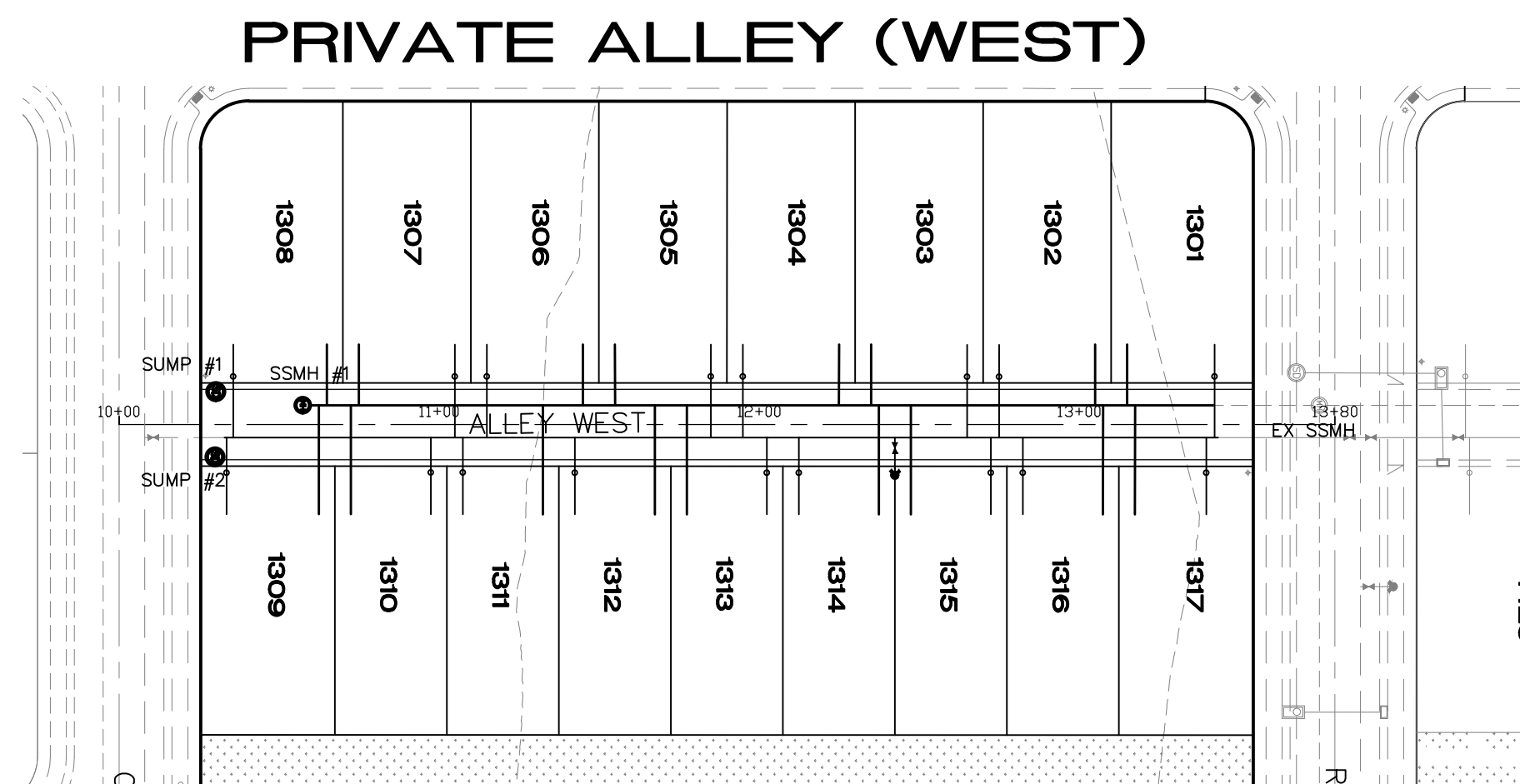
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EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

GRADING PLAN

JOB
FS HARMONY
SHEET NO.
3



(24"x36")
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

(11"x17")
HORIZONTAL 1" = 100'
VERTICAL 1" = 20'

REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
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2				DRAWN BY: TT
3				CHECK BY: TGT
4				DATE: 8/29/24
				CDGD FILE:

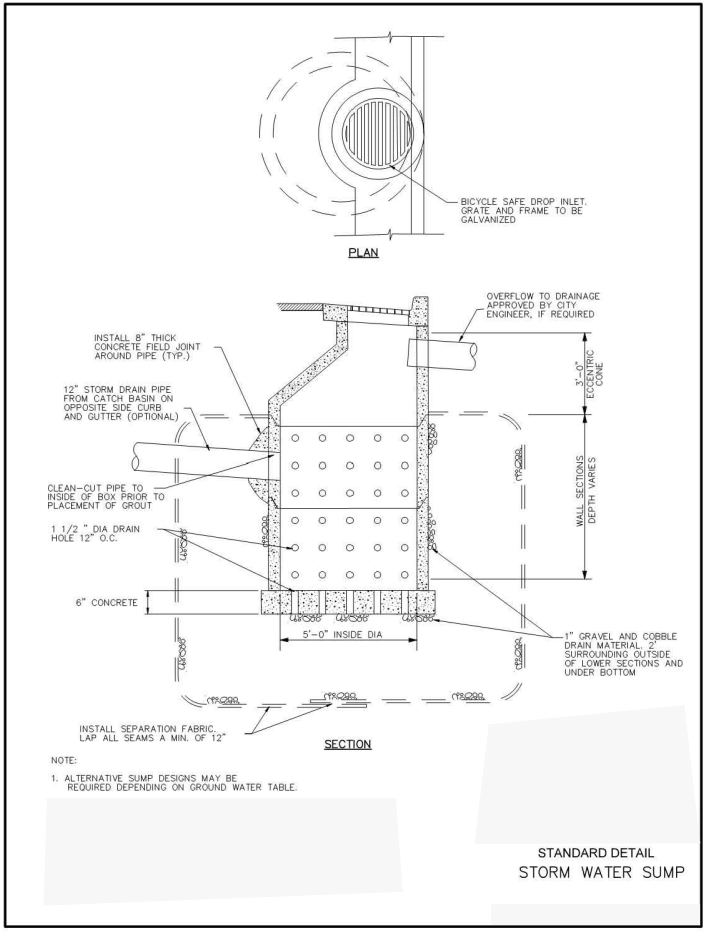
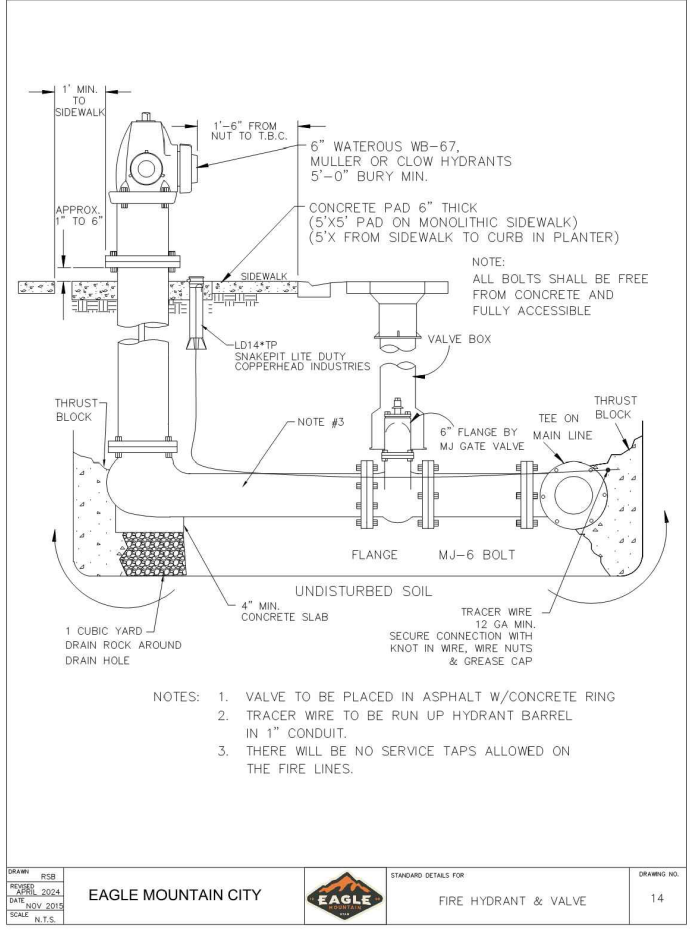
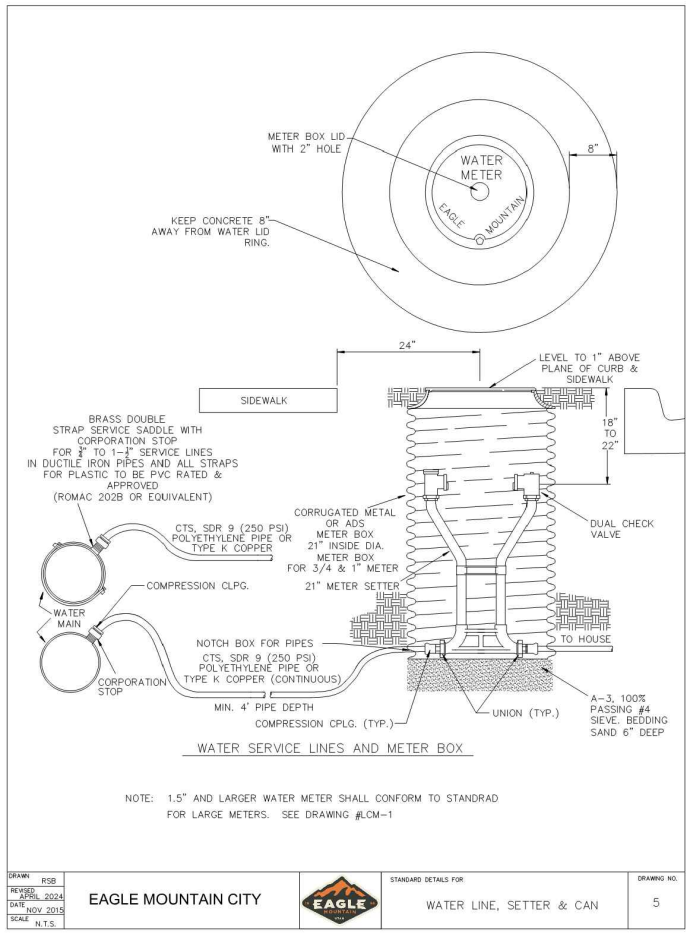
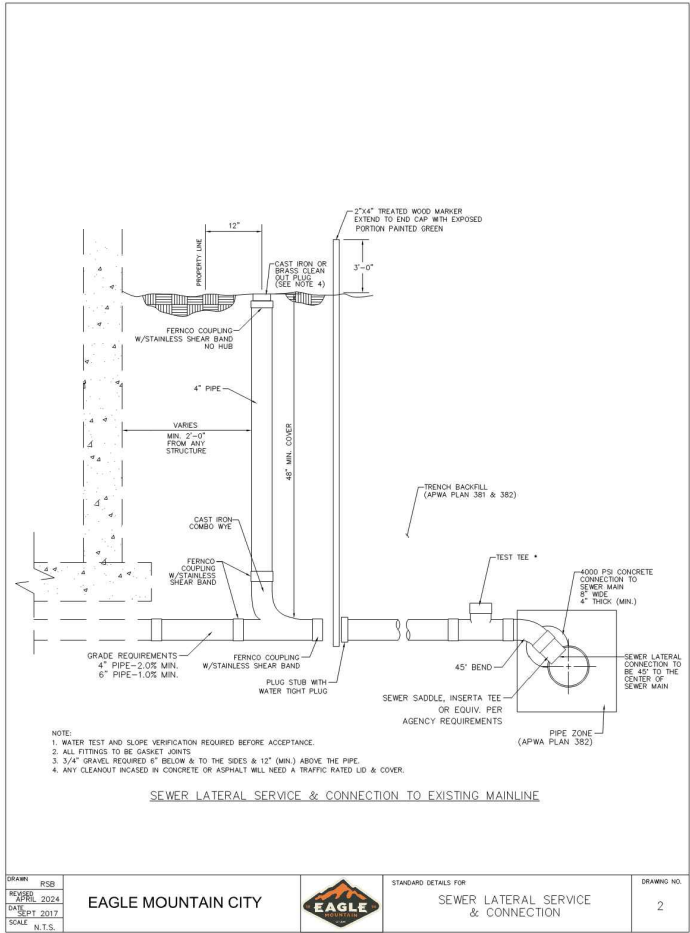
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EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

PLAN AND PROFILE
PRIVATE ALLEY'S

JOB
OT3B
SHEET NO.
4



REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1				TGT
2				TT
3				TGT
4				8/29/24
				CDGD FILE:

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EAGLE MOUNTAIN,
 UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

DETAILS

JOB
 FS HARMONY

SHEET NO.
 5

HARMONY PHASE A PLAT 13
SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

This has been identified on setback/PUE
diagram on previous plats.

NOTES:
1- ALLEYS AND COMMON AREA ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION.
2- ALL GARAGES ACCESSED FROM ALLEYS. FRONT OF HOMES FACE PUBLIC ROW OR COMMON AREA.
3- 11 CORNER LOTS SHALL CONTAIN A "CORNER CUTOFF" PROVIDING PROPER DISTANCE FOR GAS AND ELECTRIC UTILITIES TO A LOT WHILE STILL KEEPING THE REQUIRED DISTANCE FOR FOUNDATION. THIS INCLUDES TAKING A TRIANGLE OUT OF PAD MEASURING FIVE FEET EACH DIRECTION AT THE CORNER.

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE

DESCRIPTION

Beginning at the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian;

thence South 00°27'29" West 2200.17 feet along the section line to the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian;

thence East 461.00 feet; thence Southeasterly 23.56 feet along the arc curve to the right, the chord of which bears South 44°59'23" East 461.00 feet; thence West 298.85 feet; thence Southwesterly 23.56 feet along the arc curve to the right, the chord of which bears South 44°59'23" East 461.00 feet; thence West 461.00 feet; thence Southwesterly 23.56 feet along the arc curve to the right, the chord of which bears South 44°59'23" East 461.00 feet; thence North 00°00'37" East 298.93 feet; thence Northeasterly 23.56 feet along the arc curve to the right, the chord of which bears North 00°00'37" West 298.93 feet to the point of beginning.

Containing 31.245 acres.

Line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West 2200.17 feet (NAD 83 UTAH COUNTY).

TYPICAL CORNER LOT

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.

Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys the common area, as indicated hereon, to the Harmony home owners association, PO Box 827, Lehi, UT, 84043

OWNER(S):
PRINTED

AUTHORIZED SIGNATURES

ACKNOWLEDGEMENT

On the ____ day of _____, 20____, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____
COMMISSION NUMBER
NOTARY PUBLIC SIGNATURE
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on 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 _____, 20____.

APPROVED BY MAYOR
APPROVED BY CITY ATTORNEY
APPROVED BY CITY ENGINEER
ATTEST BY CITY RECORDER
(See Seal Below)
(See Seal Below)

PHASE 'A' PLAT '13'

HARMONY

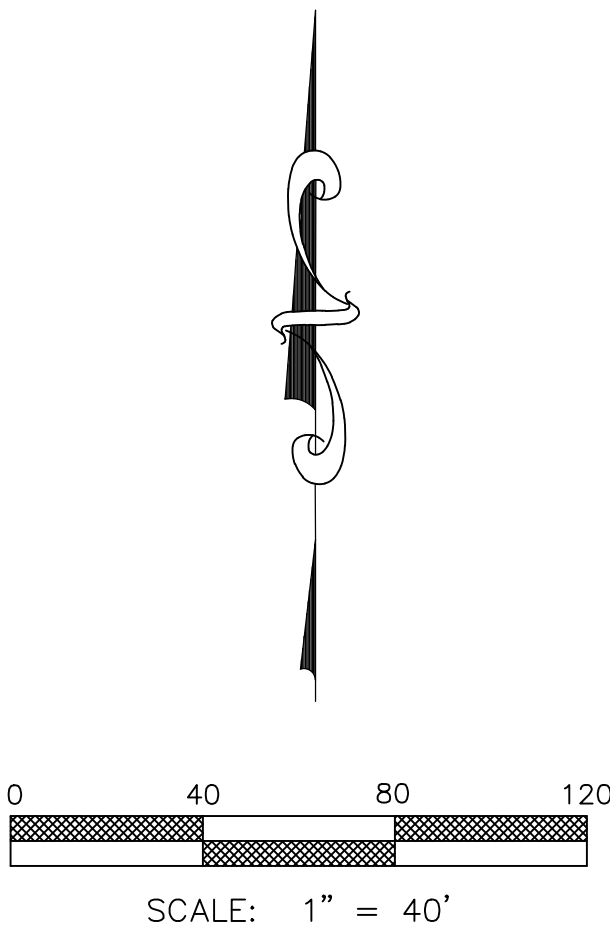
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR SEAL
NOTARY PUBLIC SEAL
CITY-COUNTY ENGINEER SEAL
CLERK-RECORDED SEAL

PRIVATE AREA
PRIVATE ALLEY
COMMON AREA

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	S44°59'23"E
C2	23.56	15.00	89°59'23"	21.21	S45°00'19"W
C3	23.56	15.00	90°00'37"	21.22	N44°59'41"W
C4	23.56	15.00	90°00'00"	21.21	N45°00'37"E



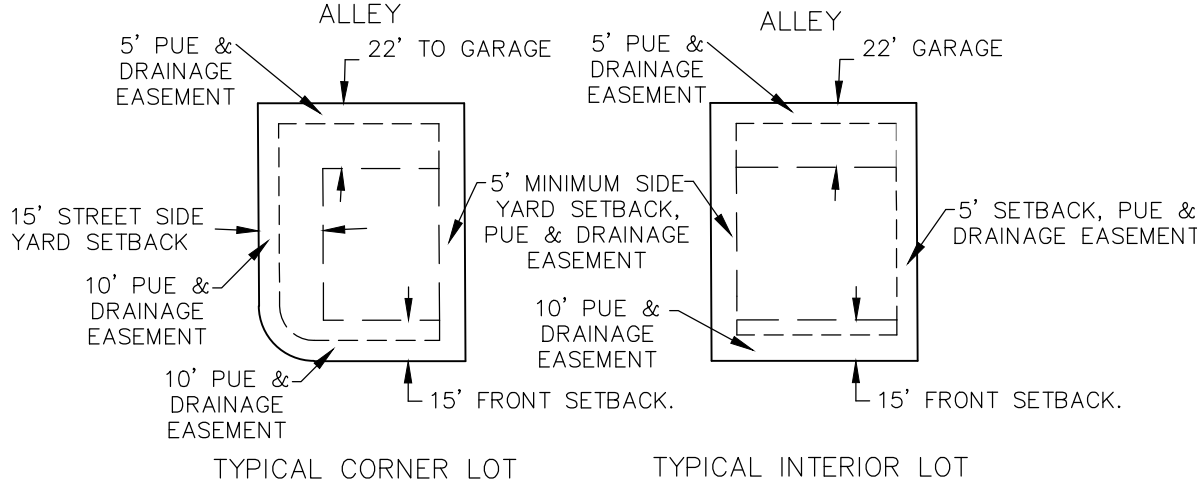
ENBRIDGE GAS UTAH ACCEPTANCE
Questar Gas Company, dba Enbridge Gas Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Enbridge Gas Utah may require additional easements in order to serve this development. This approval does not constitute 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 contained 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 Enbridge Gas Utah's Right-of-Way Department at 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH
APPROVED THIS ____ DAY OF _____, 20____
BY--
QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH
TITLE--

ROCKY MOUNTAIN POWER APPROVAL

- 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.
- Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE 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.
 - A recorded easement of right of way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - Any other provision of law

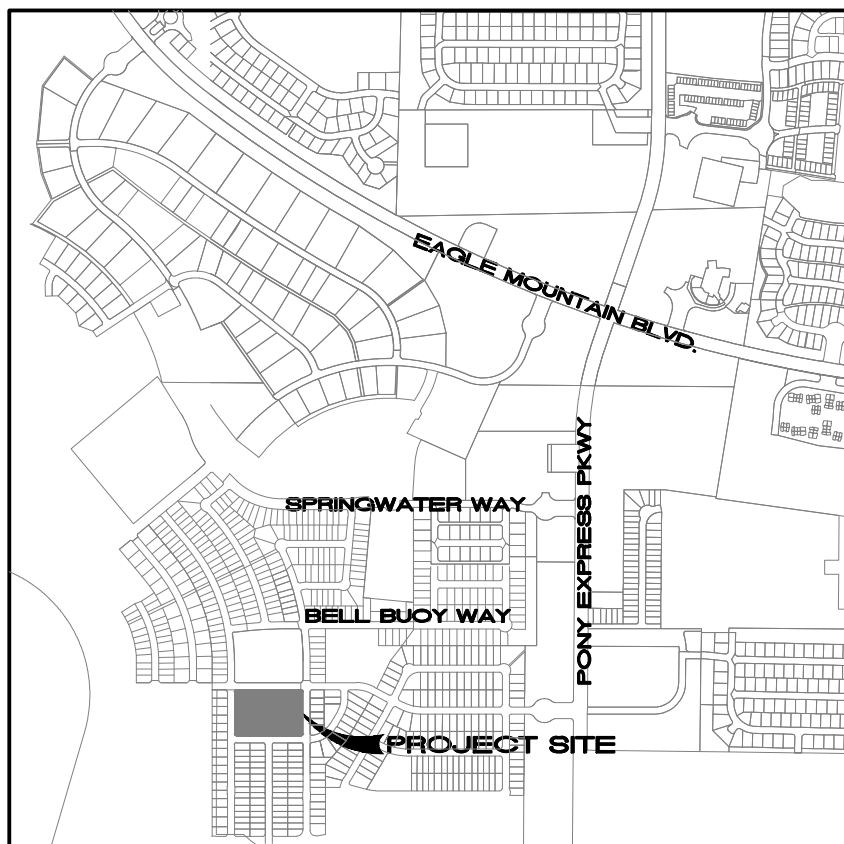
ROCKY MOUNTAIN POWER
DATE



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



VICINITY MAP

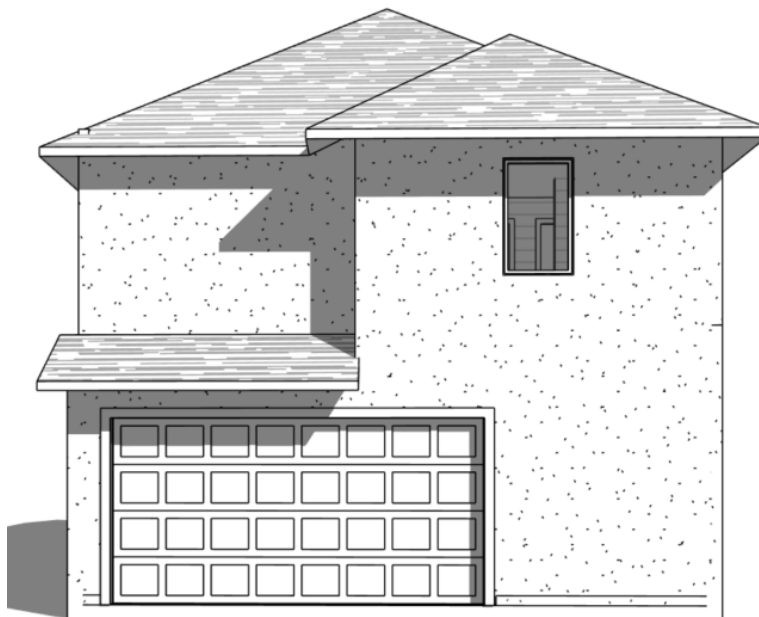
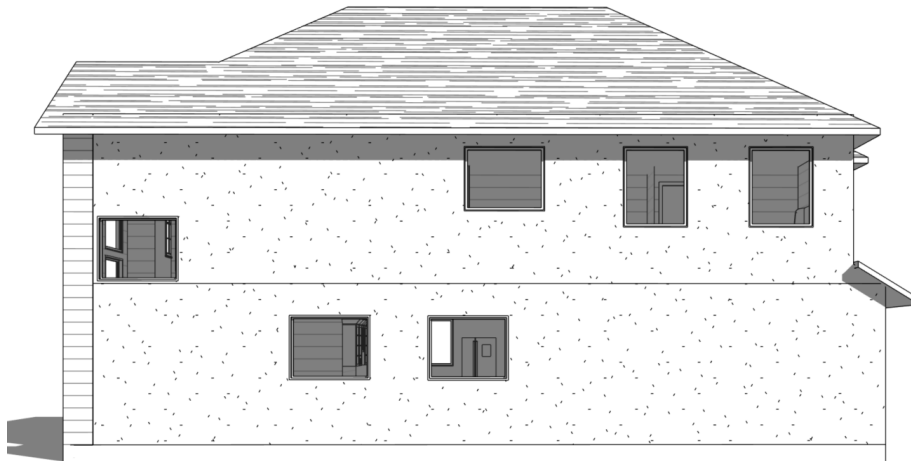
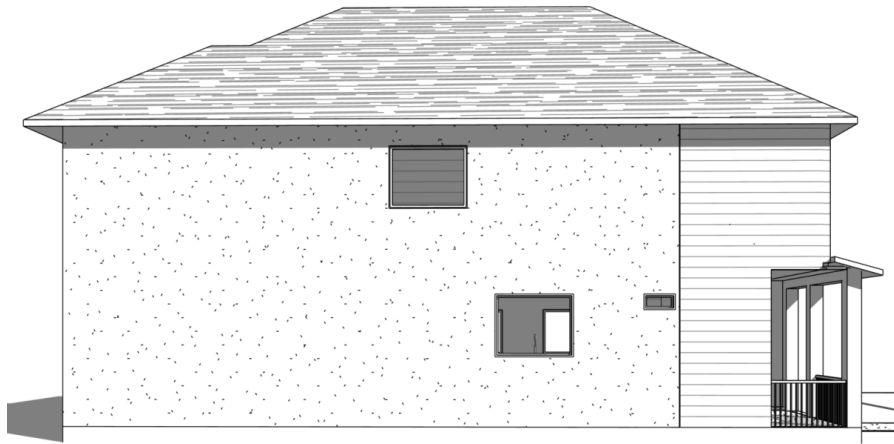
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

COBALT A



Applies to 13 and 14. Label materials.

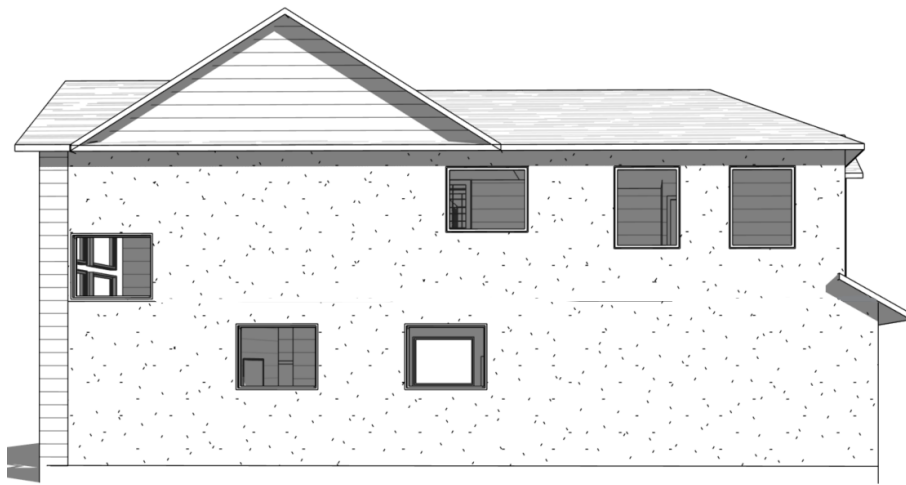
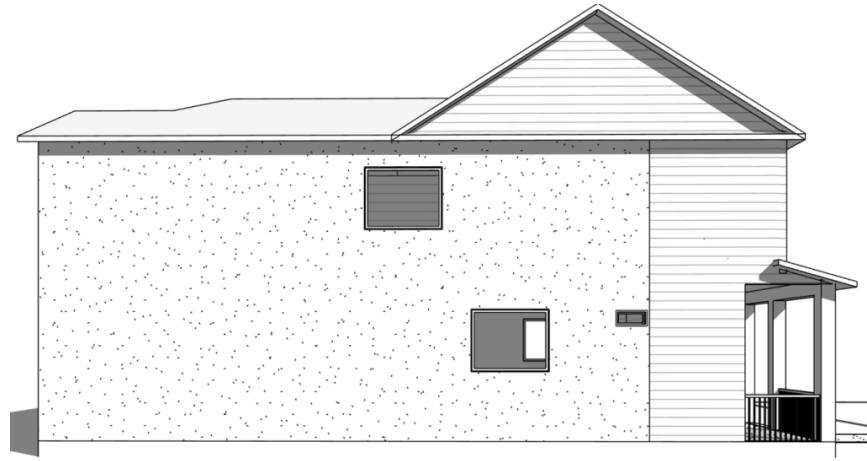
20 Architectural Standards. All homes on lots within the project shall have 'carriage' style, or decorative, garage doors. The front of all homes will have at least two textures, including rock, brick, stucco, or decorative material, similar to Hardy board. The texture shall wrap around the front of the home at least until the first windows along each side of the home. Typical vinyl siding will not be used on the front of the homes.



Code or agreement does not define "carriage" garage door. Appears the addition of the handles will meet the assumed standard.

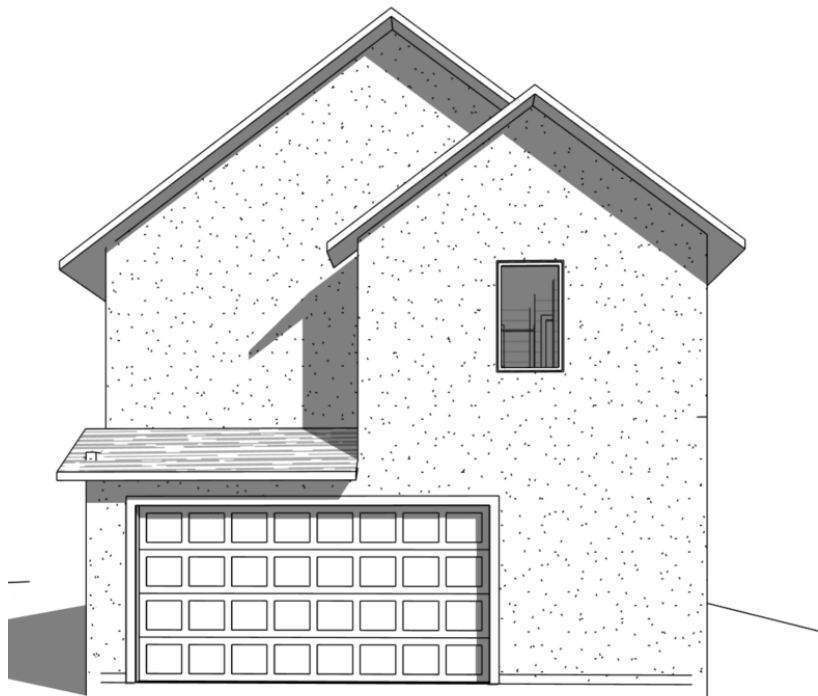
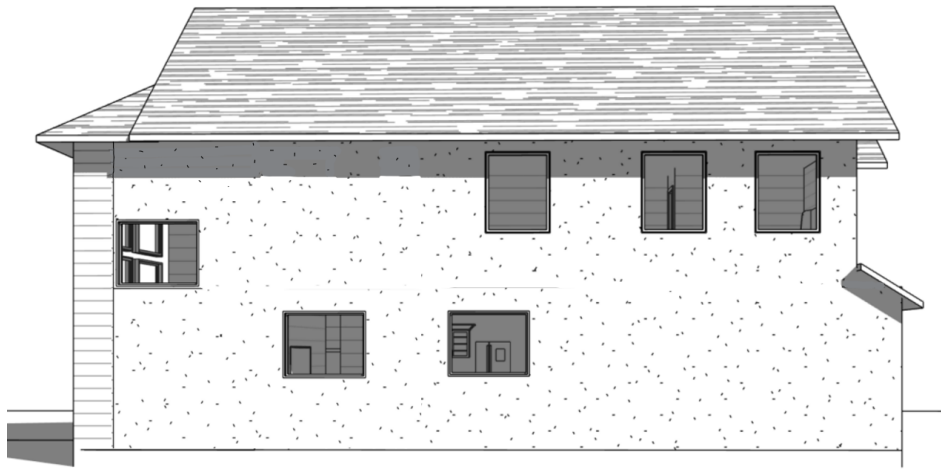
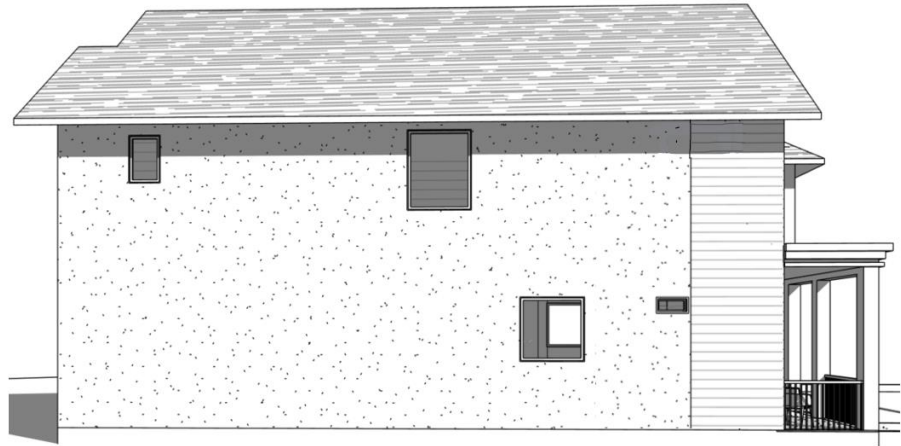
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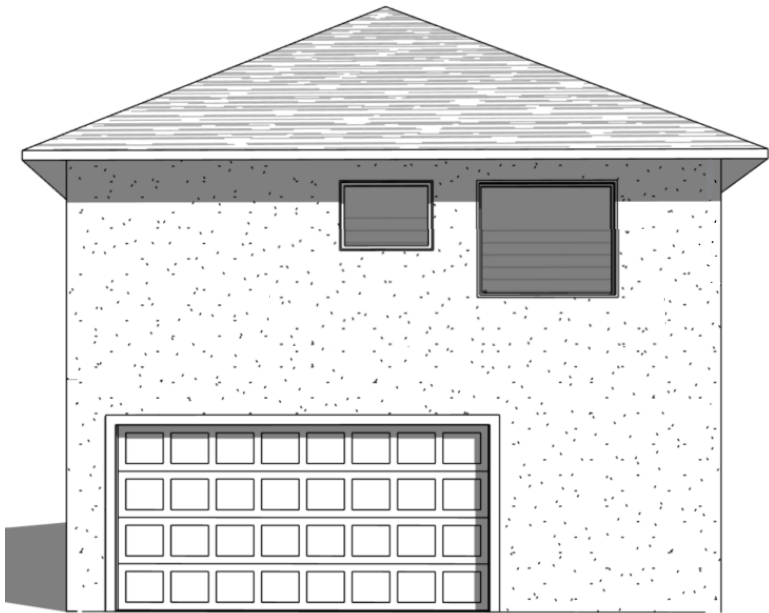
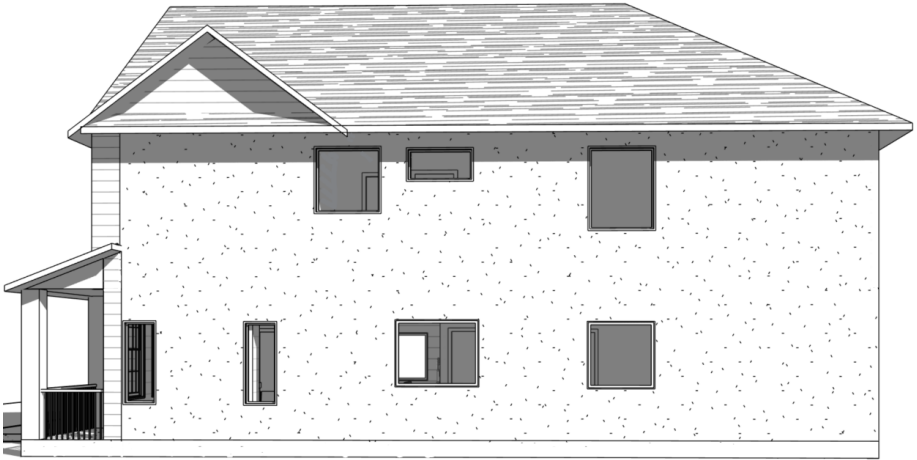
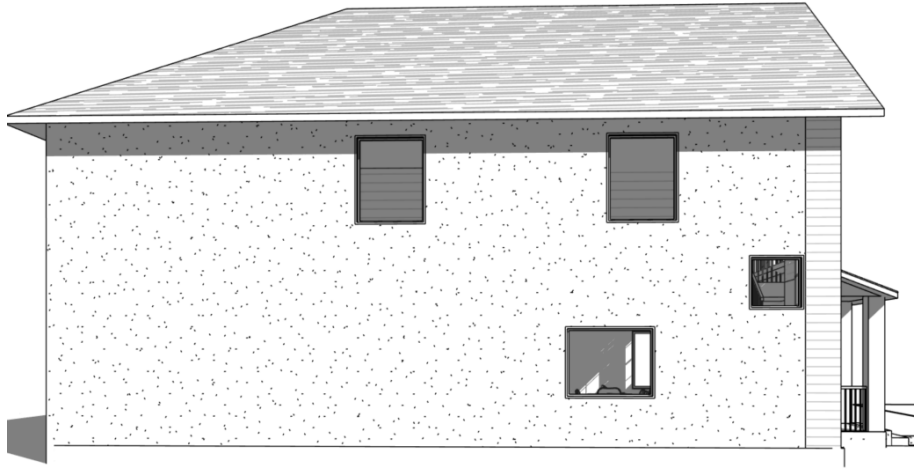
COBALT C





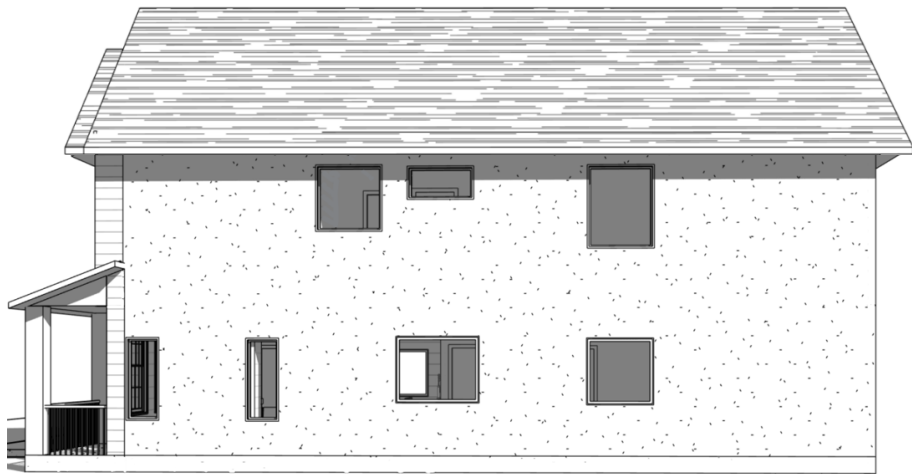
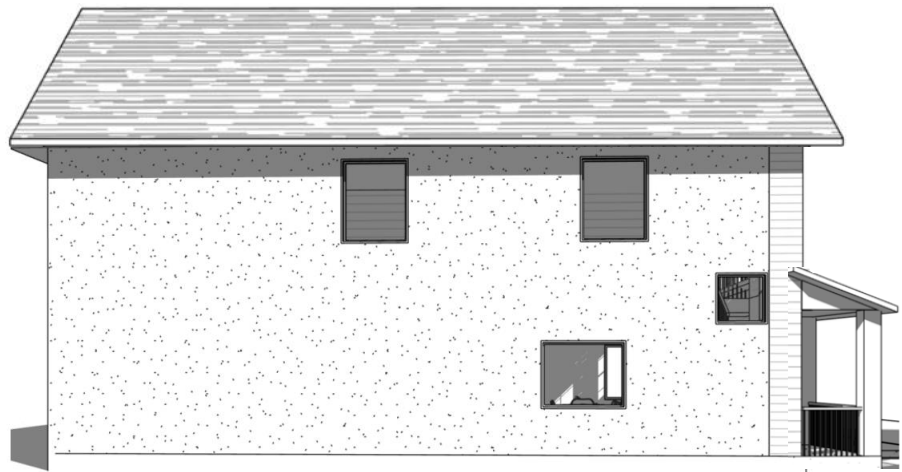
JASPER A

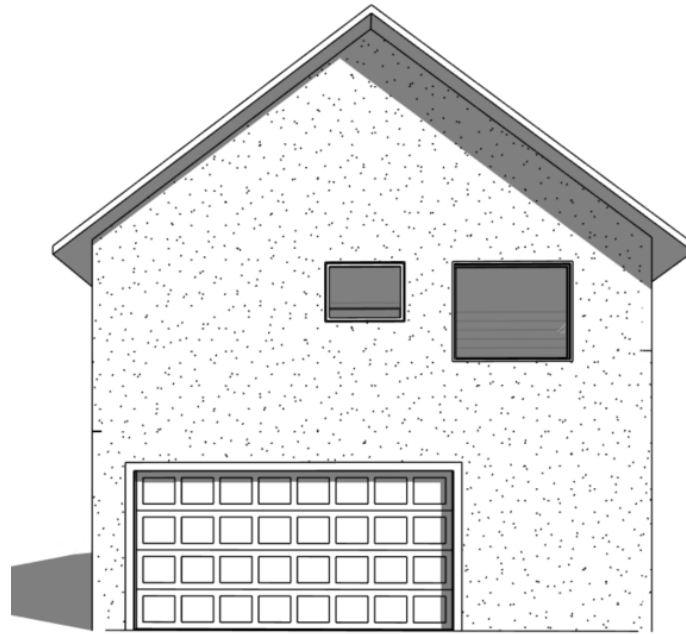




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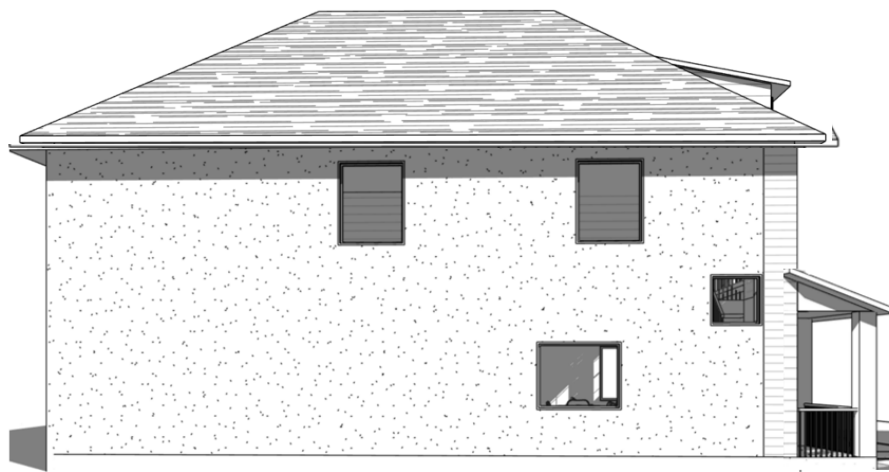


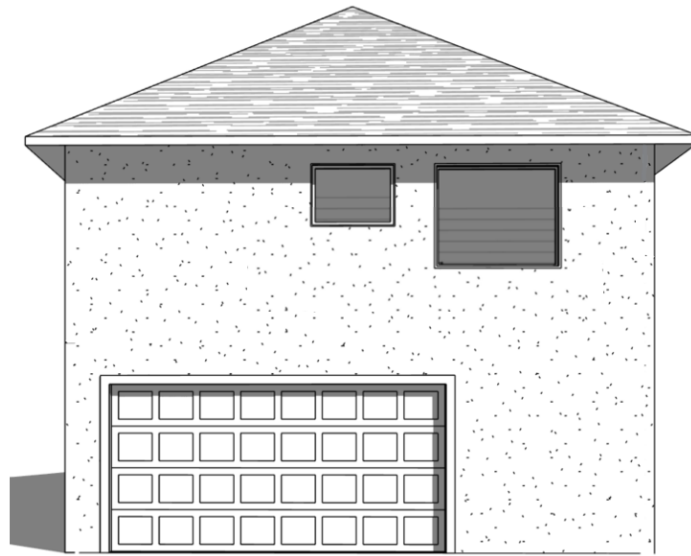
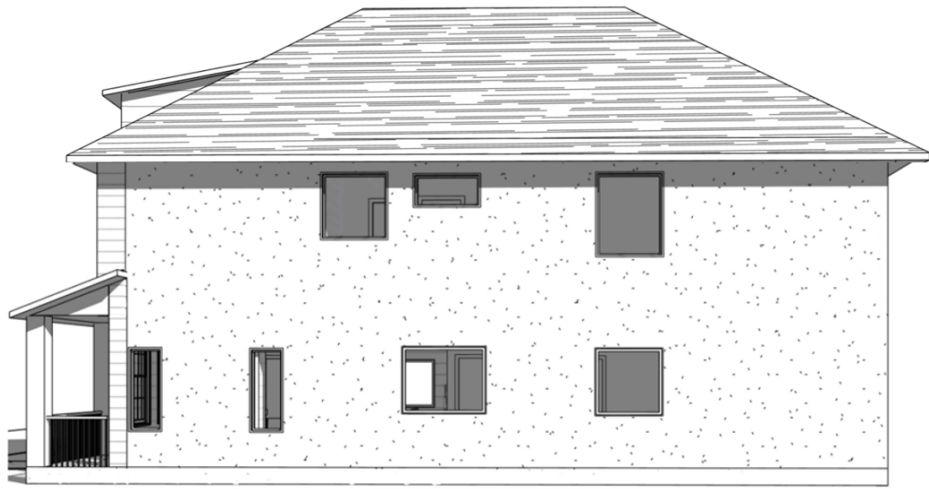




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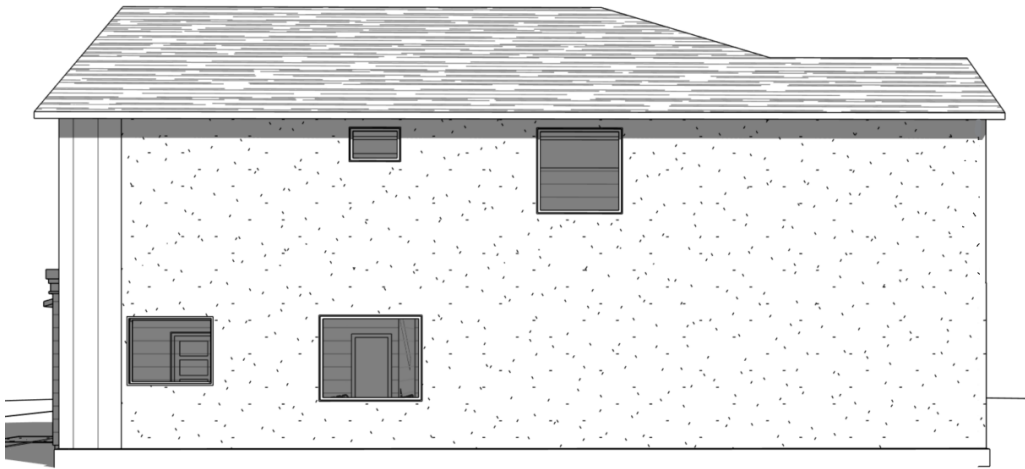
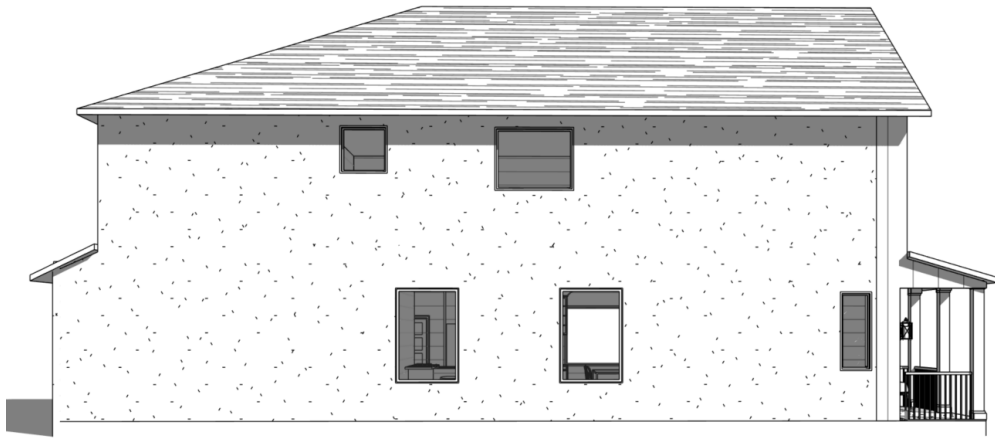






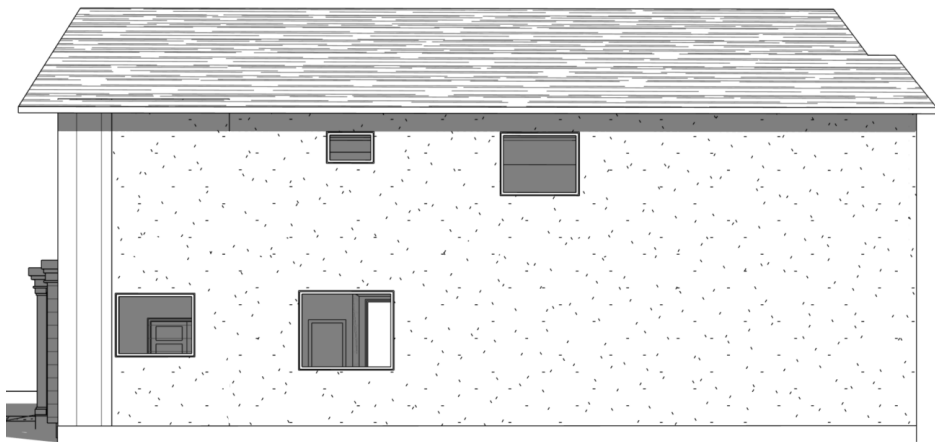
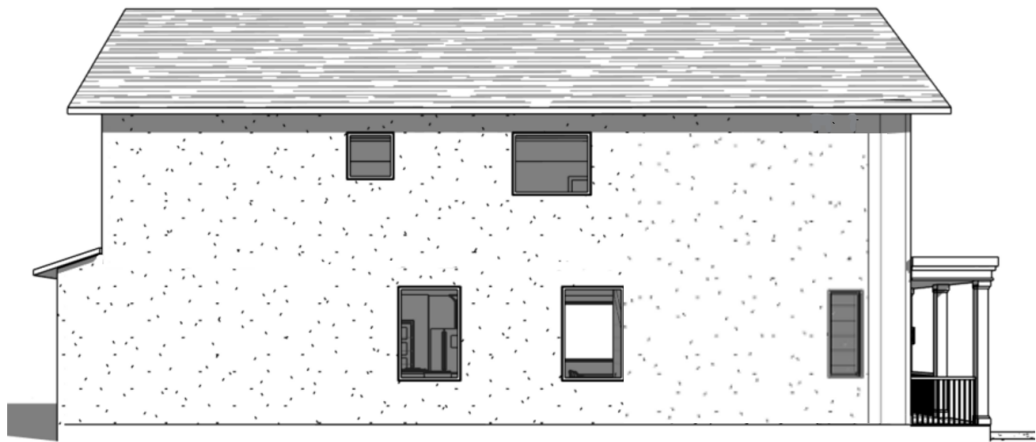
AMBER A





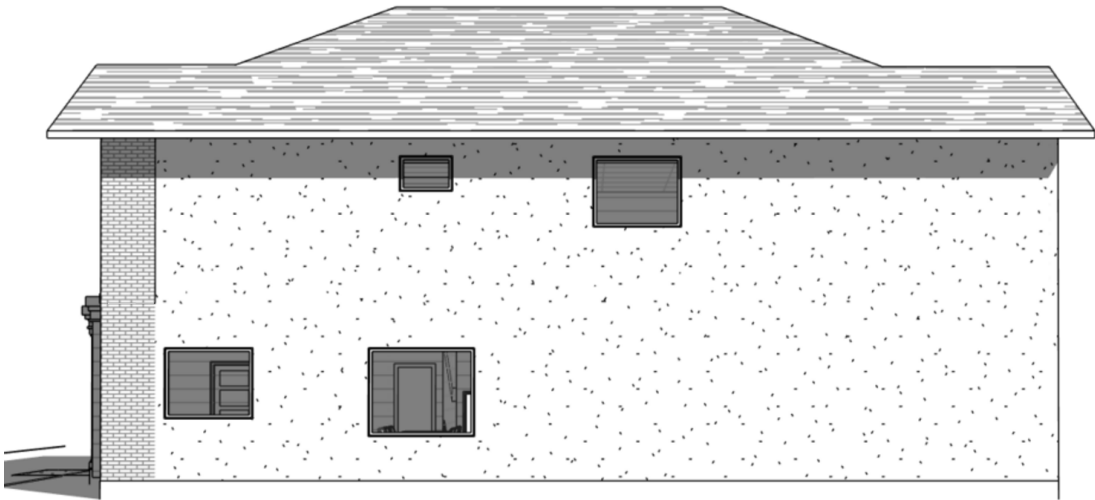
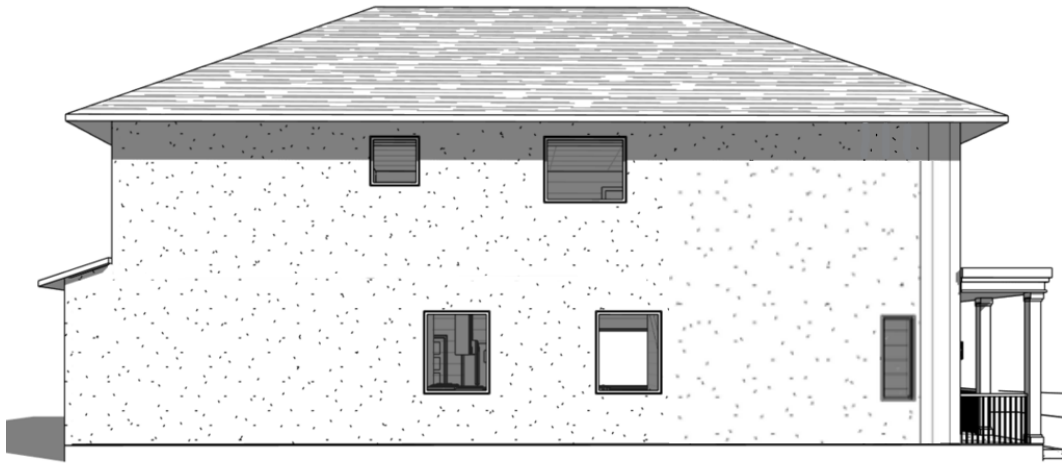
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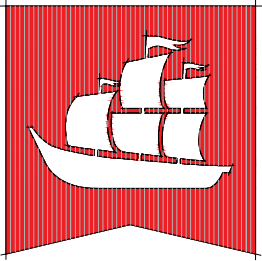




AMBER C







flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043

preliminary plans
not for construction
XX/XX/XXXX

call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

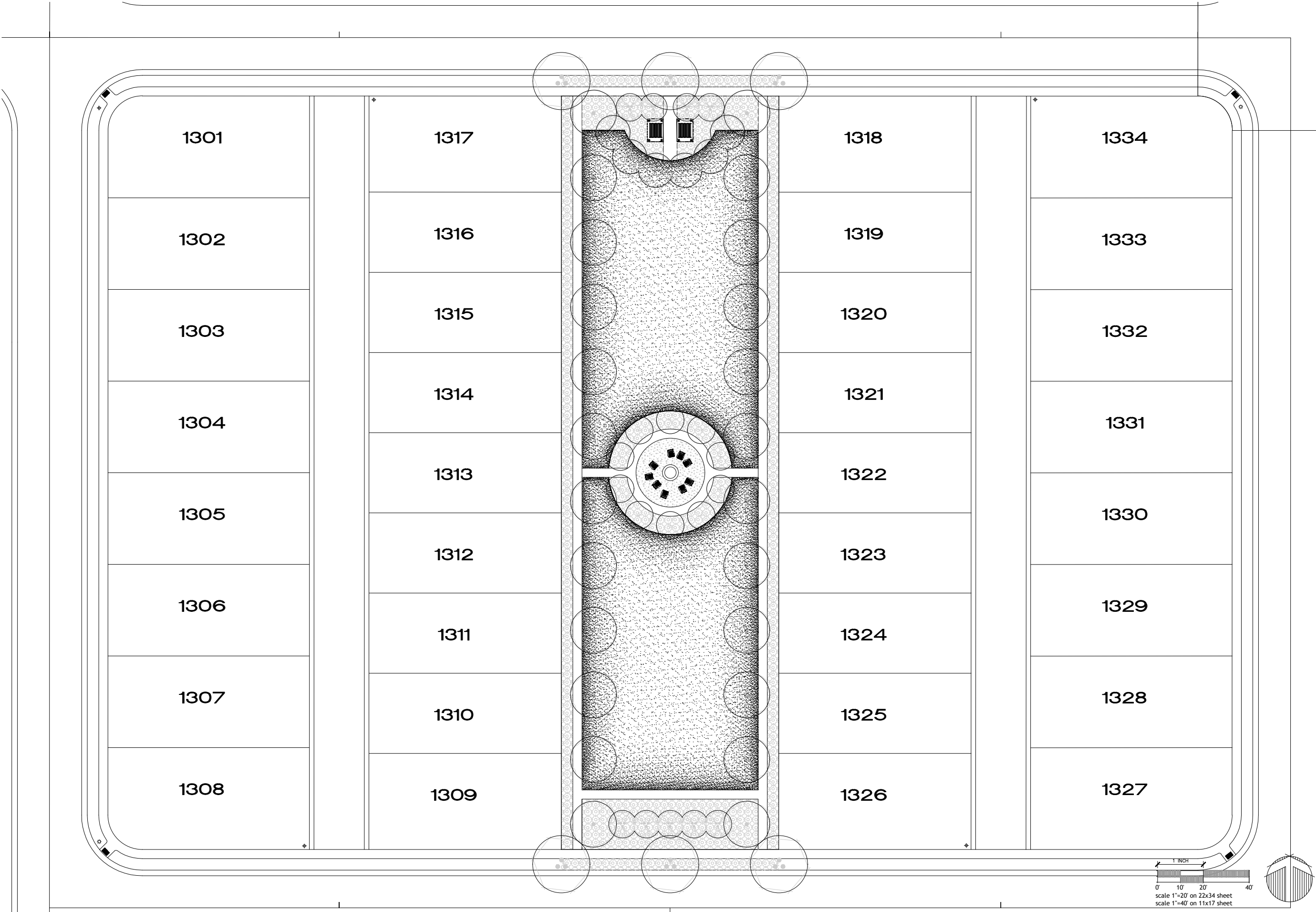
HARMONY A13

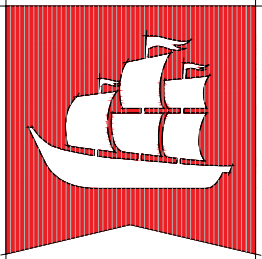
OPEN SPACE DESIGN
Eagle Mountain . Utah

SEPTEMBER 2024

LANDSCAPE
site plan

L1





flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

HARMONY A13

OPEN SPACE DESIGN
Eagle Mountain . Utah

SEPTEMBER 2024

LANDSCAPE
plant schedule

L2

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple Mature Size: H20' W24'	B & B	1.5"-2.0"	
	Acer truncatum x plataoides 'Pacific Sunset' / Pacific Sunset Maple Mature Size: H30' W25'	B & B	2"Cal	
	Cedrus atlantica 'Glauca' / Blue Atlas Cedar Mature Size: H30' W15/	B & B		10-12' HT.
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine Mature Size: H20-25' W10-12'	B & B		10-12' HT.
	Prunus virginiana 'Canada Red' / Canada Red Chokecherry Mature Size: H20-30' W20-25'	B & B	2"Cal	
SHRUBS	BOTANICAL / COMMON NAME	SIZE		
	Caryopteris x clandonensis 'Grand Bleu' / Grand Bleu Mature Size: H3' W3'	5 gal		
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Mature Size: H3' W8'	5 gal		
	Stipa tenacissima / Mexican Feather Grass Mature Size: H2' W2'	1 gal		
ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE		
	Agastache aurantiaca 'Apricot Sprite' / Apricot Sprite Hyssop	1 gal		
	Centranthus ruber / Red Valerian Mature Size: H24-30" W36"	1 gal		
	Nepeta x faassenii 'Walkers Low' / Walkers Low Catmint Mature Size: H24-30" W36"	1 gal		
	Penstemon digitalis 'Huskers Red' / Husker Red Beard-Tongue Mature Size: H30" W24"	1 gal		
	Sedum spectabile 'Autumn Joy' / Stonecrop Mature Size: H18-24" W18-24"	1 gal		
GRASSES	BOTANICAL / COMMON NAME	SIZE		
	Bouteloua gracilis 'Blonde Ambition' / Blue Grama Mature Size: H30-36" W30-36"	1 gal		
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass Mature Size: H3-5' W2-3'	1 gal		
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass Mature Size: H2-3' W2-3'	1 gal		
GROUND COVERS	BOTANICAL / COMMON NAME	CONT		
	Gray/Brown Crusher Fines	mulch		
	Planting Bed Area Mulch (3" depth) Mulch at a minimum of 3" depth with weed barrier fabric (Dewitt Pro-5)	mulch		
	Play Surfacing Play / Refer to play equipment list for manufacture	None		
	Turf Sod Bluegrass / Kentucky Bluegrass	sod		



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	Preliminary Plat approval of Harmony A14
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	n/a
APPLICANT:	Flagship Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One / Residential	4.29

PUBLIC HEARING

Yes

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the Planning Commission forward a positive recommendation to the City Council regarding Harmony A14 with the condition to correct any redlines prior to scheduling with the City Council.

BACKGROUND:

Harmony A14 is proposed with 38 single-family lots with internal access to garages via private driveways. Development in Harmony is governed by the Development Agreement approved in 2018. The location of Harmony A13 in the agreement is identified as "Alternative Design Block" (ADB) which allows for varied residential layouts. Unlike other areas of Harmony which are already approved as a preliminary plat, the ADB designation does not have a set density or lot layout. Development of these areas is proposed with a density at the time of application submittal.

The agreement shows 44 units maximum and 38 are proposed. However, Section 7 of the agreement states "*The City makes no guarantee that the density maximum shown on the preliminary plat for these areas can be achieved.*"

ITEMS FOR CONSIDERATION:

Elevations under the current state code regarding single-family dwellings cannot be regulated by the City. However, the Agreement does state that, "*All homes on lots within the project shall have a 'carriage' style or decorative, garage doors. The front of all homes will have at least two textures, including rock, brick, stucco, or decorative material, similar to Hardy Board. This texture shall wrap around the front of the home at least until the first windows along each side of the home. Typical vinyl siding will not be used on the front of the homes.*" Any standards in approved Agreements can be regulated/applied by the City, regardless of state code requirements.

The elevations appear to be in compliance with the Agreement. However, specific use(s) of materials and textures, needs to be identified. Staff feels this can be reviewed by the Planning Commission and recommended to the City Council to make corrections to those items as the elevations will not change to any great extent -- if any.

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

1. Harmony A14 Civil
2. Harmony A14 Elevations
3. Harmony 14 park

HARMONY PHASE 'A' PLAT '14'

CONSTRUCTION PLANS

EAGLE MOUNTAIN, UTAH

prepared for:

FLAGSHIP HOMES

300 SOUTH 1350 EAST, ST 2ND FLOOR

LEHI, UT 84043

PHONE: (801)766-4442

prepared by:

TRANE ENGINEERING

27 EAST MAIN STREET

LEHI, UT 84043

PHONE: (801) 768-4544

GENERAL NOTES:

- 1) AS-BUILT DRAWING, FORMATTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS. SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS, INCLUDING GPS COORDINATES AND ELEVATIONS FOR UTILITIES.
- 2) ALL CONSTRUCTION IS TO BE DONE AS PER EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 3) CONTRACTOR TO ENSURE ALL ADA REQUIREMENTS ARE MET AND CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 4) PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE EAGLE MOUNTAIN CITY STAFF, THE CONTRACTOR, ALL SUBCONTRACTORS AND THE PROPERTY OWNER.

EAGLE MOUNTAIN CITY GENERAL NOTES:

SEWER—
Pipe bedding: ¾" gravel required 6" below, on the sides & 12" above the pipe (minimum).
Depth : Sewer main/laterals to maintain 4' of cover (minimum) from finished grade, 3' minimum from top of pipe at time of installation.
Separation: sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
Sewer Y's: 3' minimum separation between sewer Y's.
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.
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 manholes/boxes.

WATER—
Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
Services & Fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also ¾" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
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.
Water Can: the water can for ¾" & 1" services will need to be 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specifications.
Hydrants: hydrants to be 5' bury (minimum).
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.
Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot before backfill).
Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
Water line fittings: all fittings to have mega-lug followers.
Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN—
Bedding: ¾" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
ADS: all ADS pipe to be 'HP' brand.
Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & and post collar pour.
Man holes: 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 manholes/boxes

ROAD SECTION—
Proof rolls: proof roll required on all sections 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.
UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars, Manhole covers and water valve towers to be ¾" down from asphalt edge and concrete to be ¾" to 3/8" down from asphalt edge.

REVISIONS				DESIGNED BY:	
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2				CHECK BY:	TGT
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TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS

27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '14'
A RESIDENTIAL SUBDIVISION

COVER SHEET

JOB
FS HARMONY

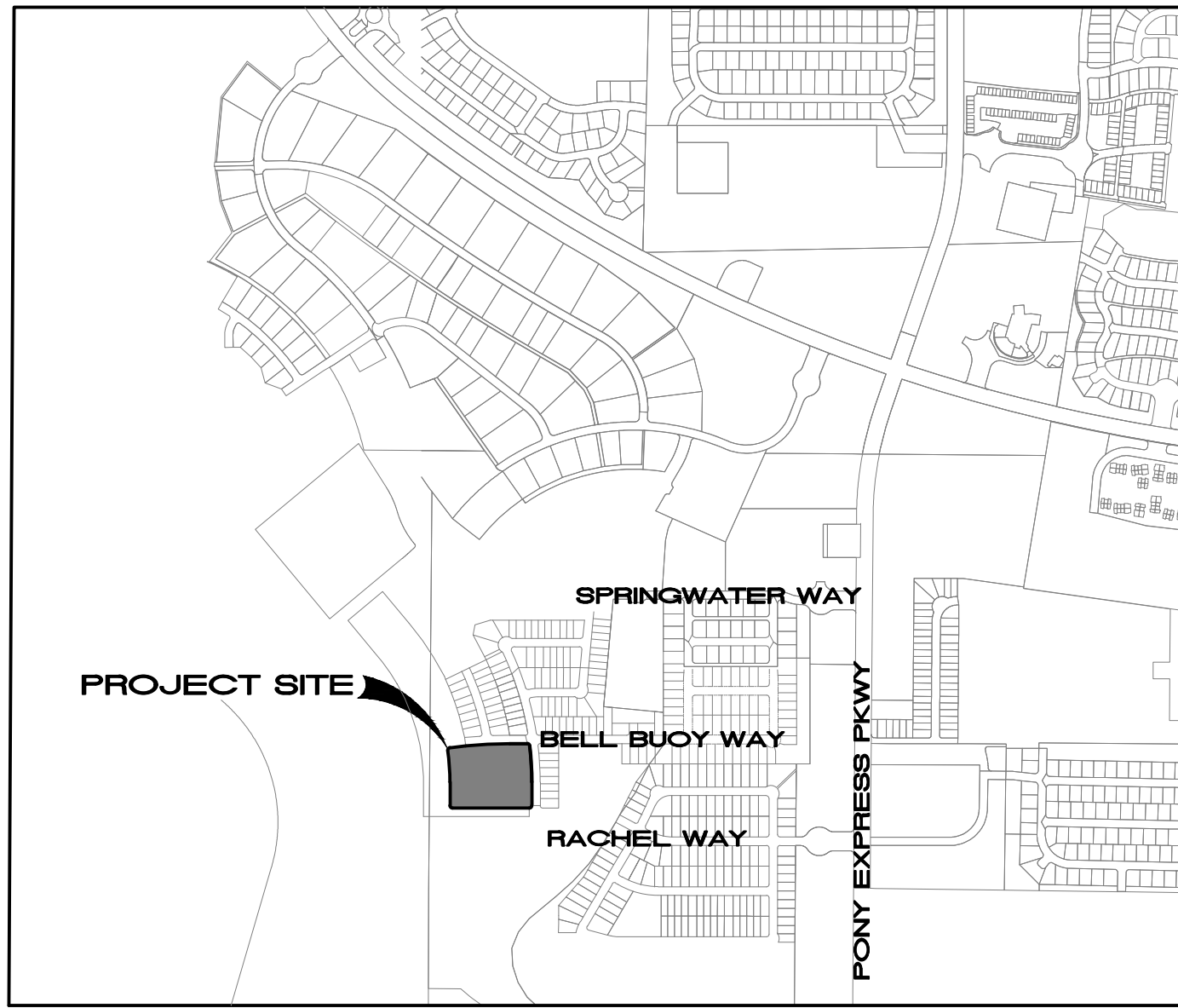
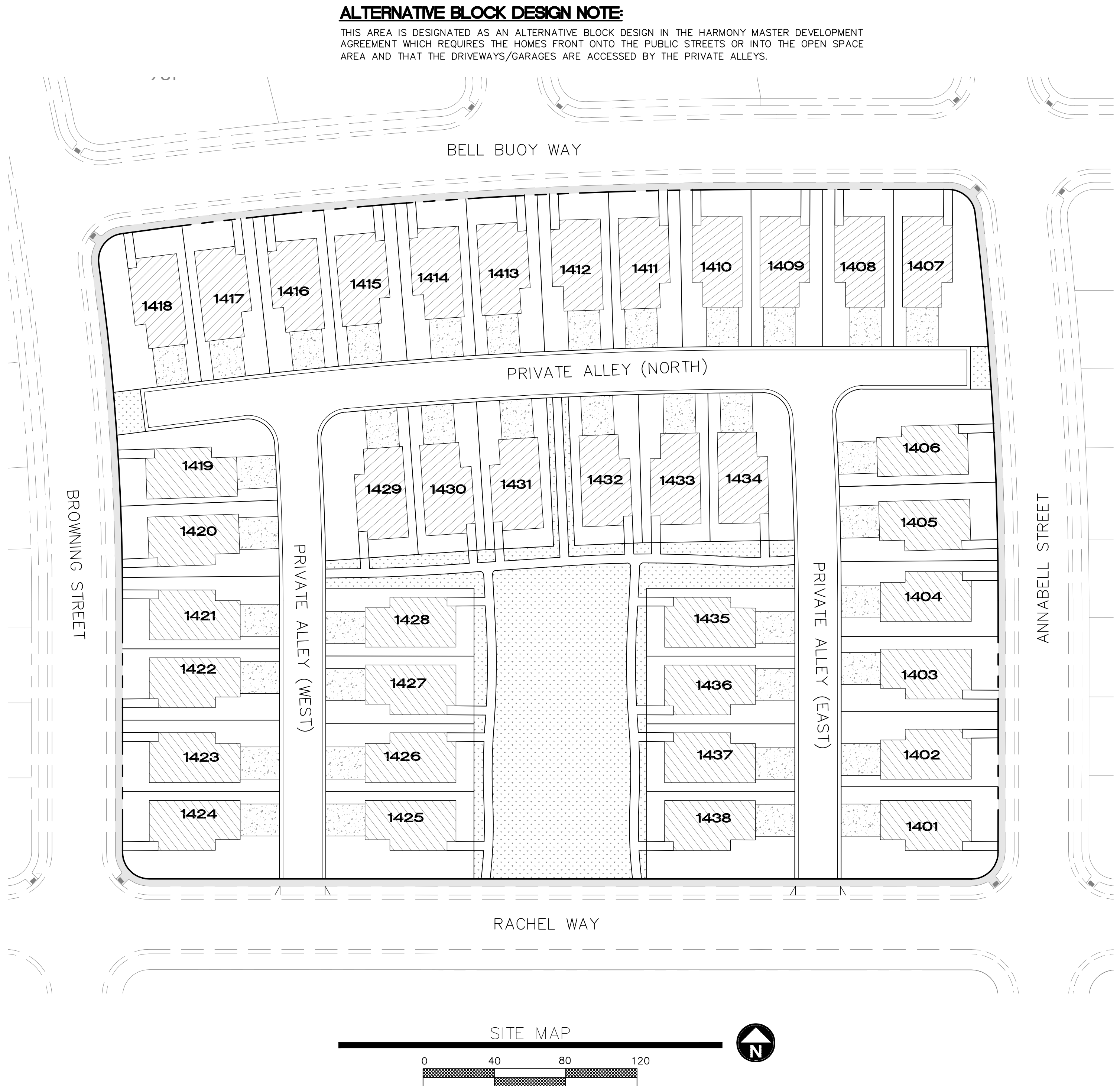
SHEET NO.
1

Provide an erosion control plan for this site, include a detail for each BMP to be used.

SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	UTILITY PLAN
3	GRADING & DRAINAGE PLAN
4	PRIVATE ALLEY (NORTH) PLAN AND PROFILE
5	PRIVATE ALLEY (EAST AND WEST) PLAN AND PROFILE
6	DETAIL SHEET
PLAT	FINAL PLAT

See open space comment on 13.



VICINITY MAP

LAND USE	
ACREAGE:	4.286 acres
ACREAGE IN LOTS:	3.086 acres
ACREAGE IN PRIVATE ALLEY:	0.571 acres
LARGEST LOT:	4,274 sq.ft.
SMALLEST LOT:	3,137 sq.ft.
AVERAGE LOT SIZE:	3,540 sq.ft.
LOTS:	38 LOTS
UNIT DENSITY:	8.87 LOTS PER ACRE

LEGEND

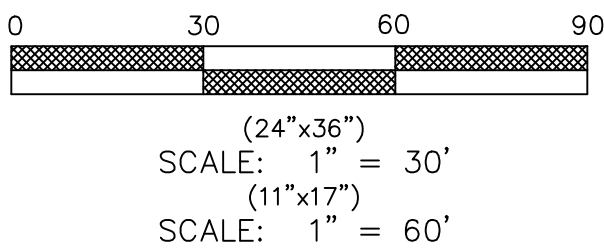
- X --- X --- PROPERTY BOUNDARY LINE
--- X --- X --- EXISTING FENCE LINE
--- ROAD CENTERLINE
--- EASEMENT LINE
--- CUL --- PROPOSED PVC CLASS-200 SDR-21 CULINARY WATERLINE
--- 8"SS --- PROPOSED PVC SDR-35 SEWER W/ MH
--- --- EXISTING STORM DRAIN W/ MH
--- --- EXISTING SANITARY SEWER W/ MH
--- --- EXISTING CULINARY OR SECONDARY PIPE (SIZE AND TYPE SHOWN)
--- FIRE HYDRANT
--- WATER VALVE
--- BLOW OFF

KEYED NOTES

- 1 CONSTRUCT ADA RAMP AS PER EAGLE MOUNTAIN CITY STANDARDS
2 INSTALL FIRE HYDRANT AS PER EAGLE MOUNTAIN CITY STANDARDS
3 CONSTRUCT 5' CONCRETE SIDEWALK
4 CONNECT INTO EXISTING SEWER STUB. CONTRACTOR TO VERIFY SIZE, INVERT ELEVATION AND LOCATION.
5 ASPHALT PARKING AREA WITH 6" CONCRETE CURB WALL
6 CONNECT INTO EXISTING 8" CULINARY LINE WITH CONSTRUCTION VALVE
7 PRIVATE STREET LIGHT, COORDINATE WITH DEVELOPER FOR SPECIFICATIONS
8 INSTALL STREET/STOP SIGN PER EAGLE MOUNTAIN CITY STANDARDS
9 INSTALL FLUSH HYDRANTS PER EAGLE MOUNTAIN CITY STANDARDS
10 INSTALL NO PARKING SIGNS PER EAGLE MOUNTAIN CITY STANDARDS
11 REPLACE EXSIST. SW WITH 6" THICK MIN. PER EAGLE MOUNTAIN CITY STANDARDS
12 INSTALL 2" IRRIGATION LATERAL PER EAGLE MOUNTAIN CITY STANDARDS
13 INSTALL STREET LIGHT PER EAGLE MOUNTAIN CITY STANDARDS

UTILITY NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
3. CULINARY WATER - 48" MIN. DEPTH TO TOP OF PIPE C900 PVC..
4. SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
5. WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER EAGLE MOUNTAIN CITY STANDARDS.
6. ALL VALVES ARE TO BE FLANGED TO THE TEE.



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UTAH

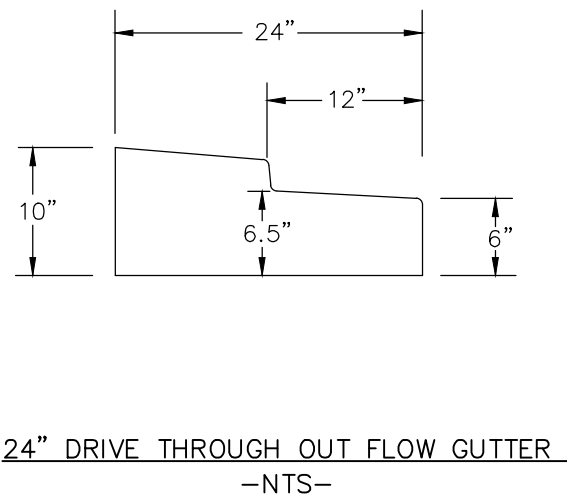
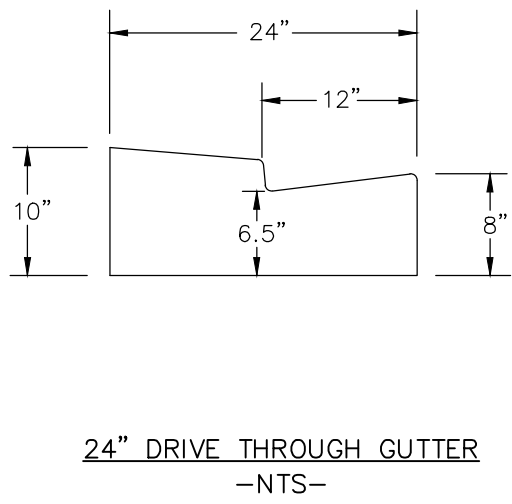
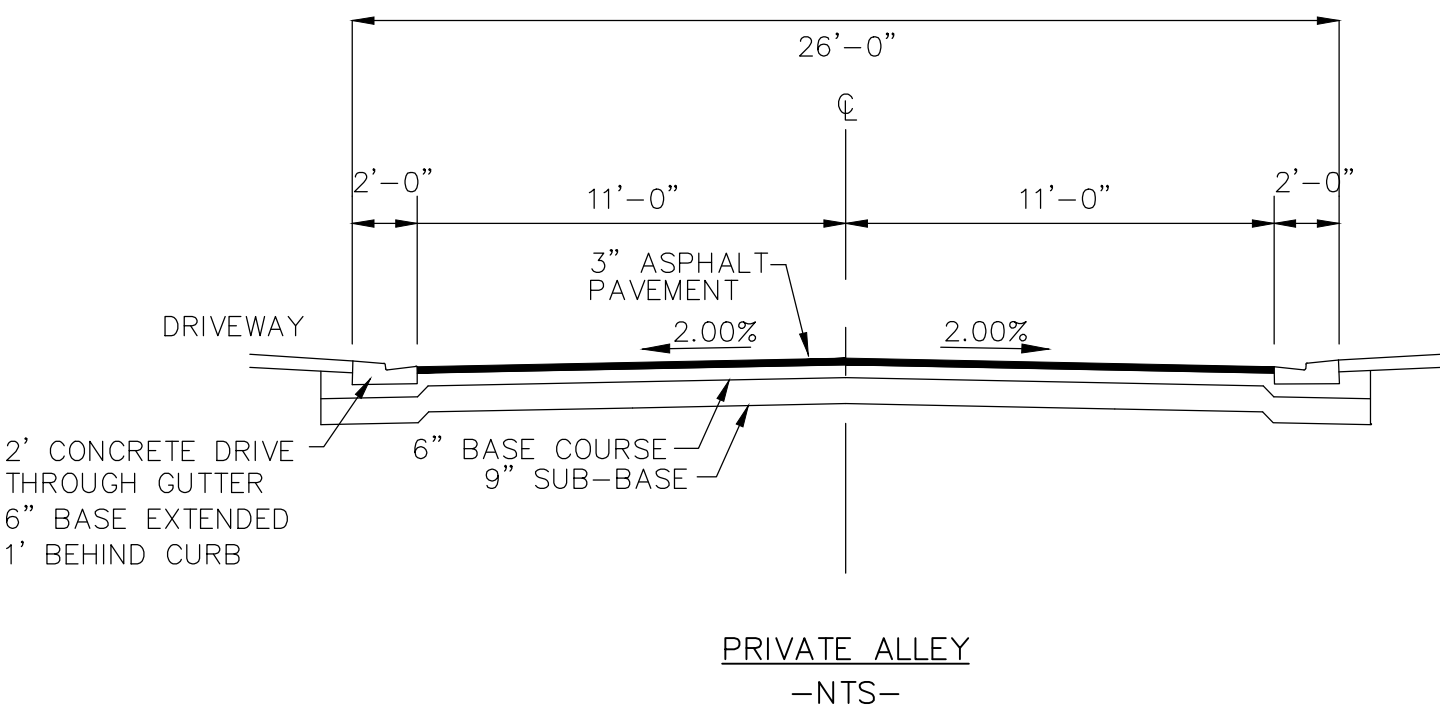
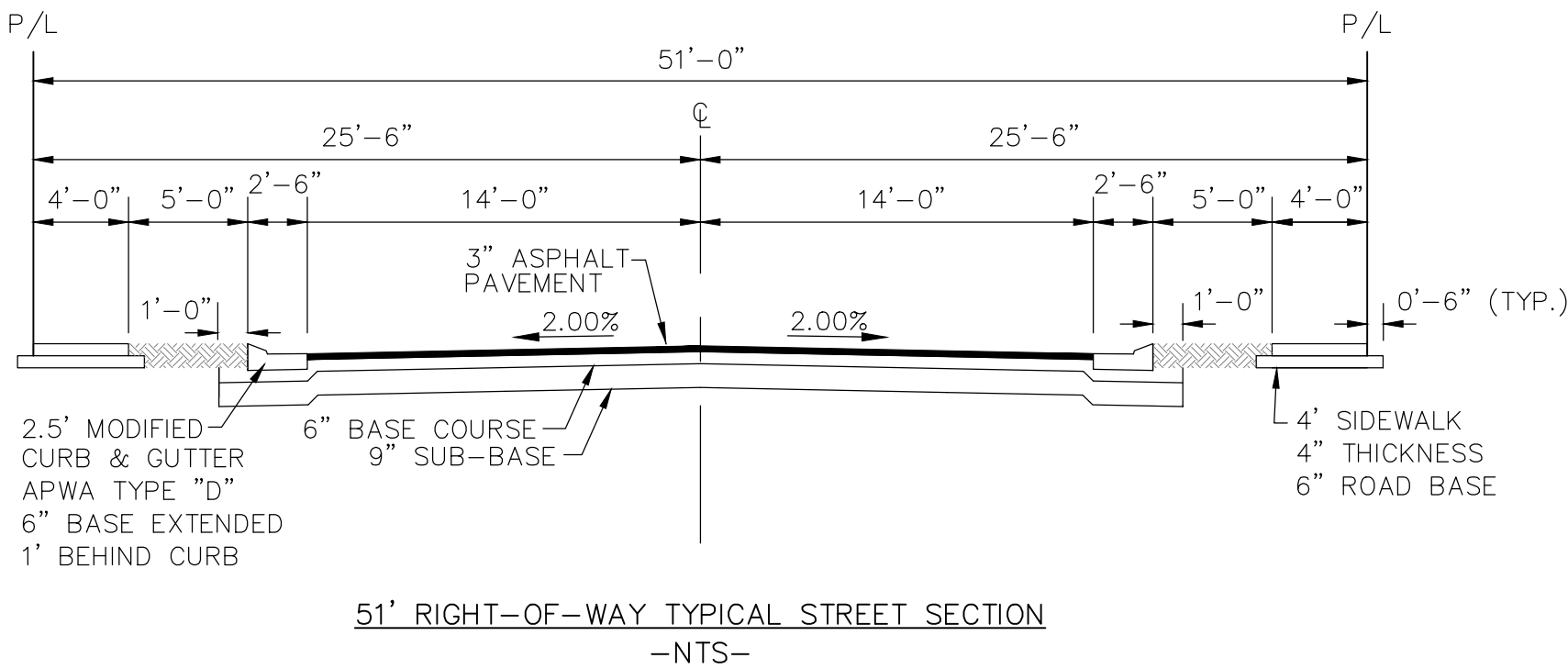
HARMONY PHASE 'A' PLAT '14'
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UTILITY PLAN

JOB
FS H6
SHEET NO.
2

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
3. DRAINAGE FOR EACH LOT IS TO BE DIRECTED TO THE STREET. IF LOT GRADING DOES NOT ALLOW THE DRAINAGE TO FLOW TO THE STREET, THE ALLEY WAY OR THE OPEN SPACE, THEN THE PROPERTY OWNER IS RESPONSIBLE TO RETAIN RUNOFF ON OWN LOT.



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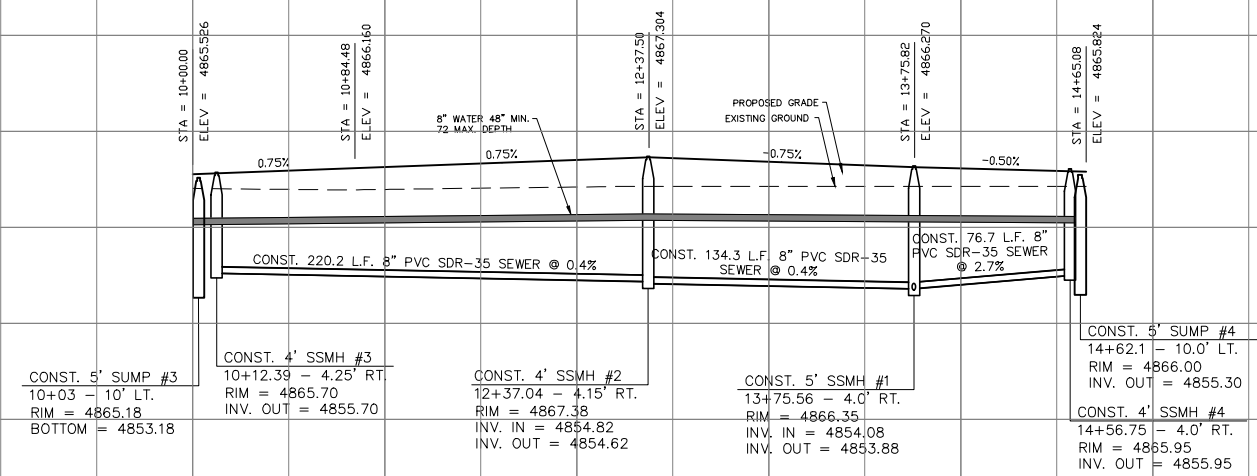
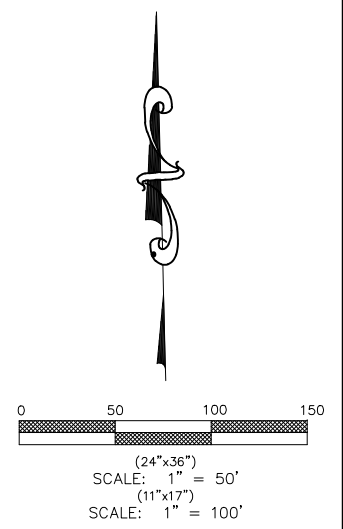
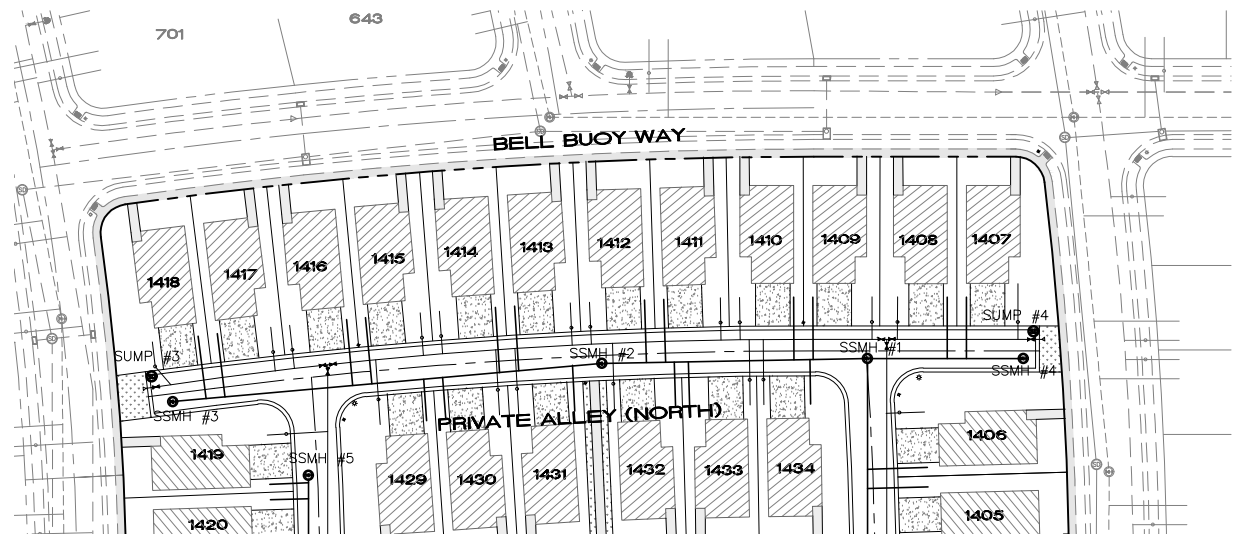
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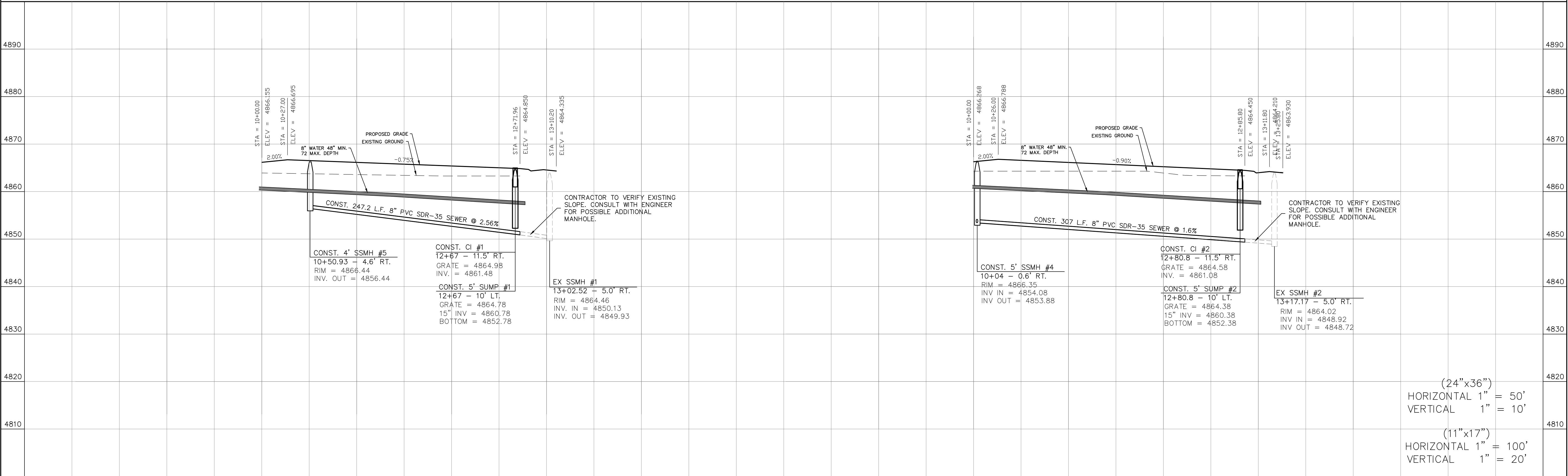
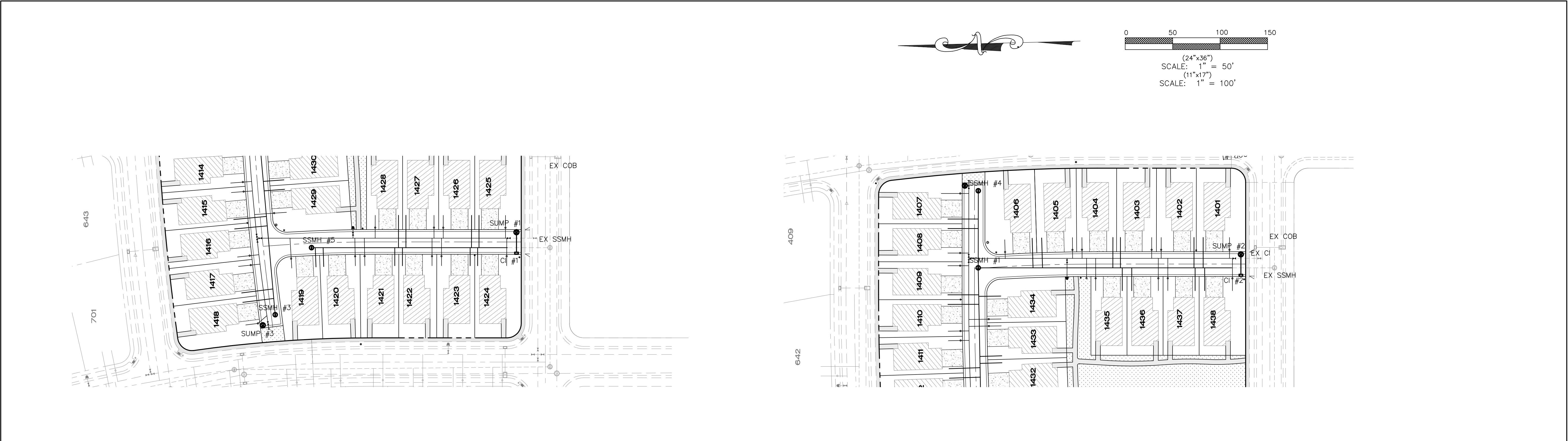
GRADING PLAN

JOB
FS HARMONY
SHEET NO.
3

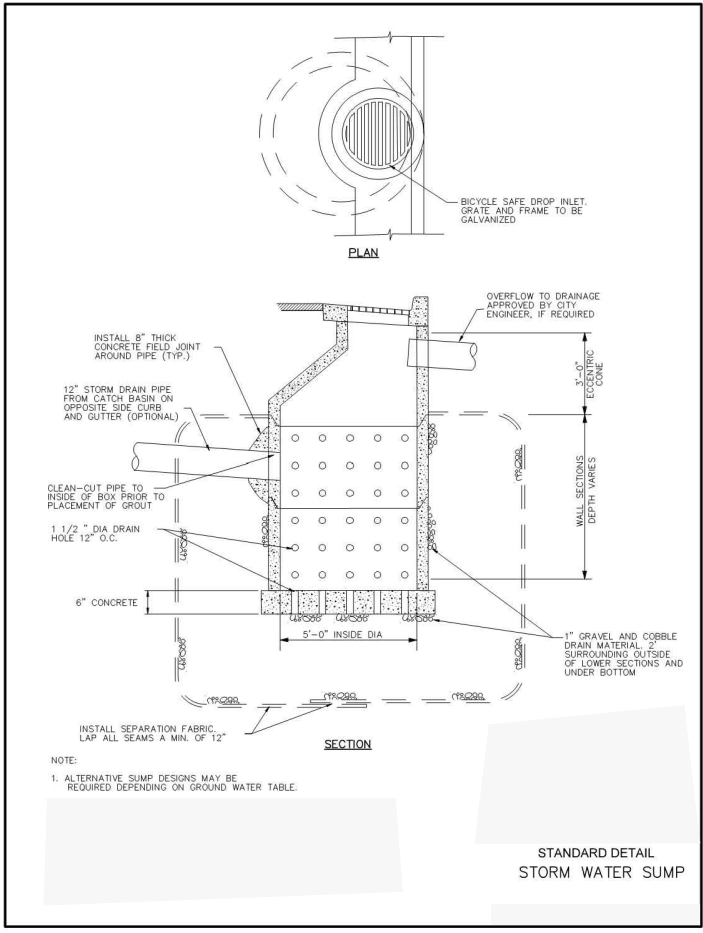
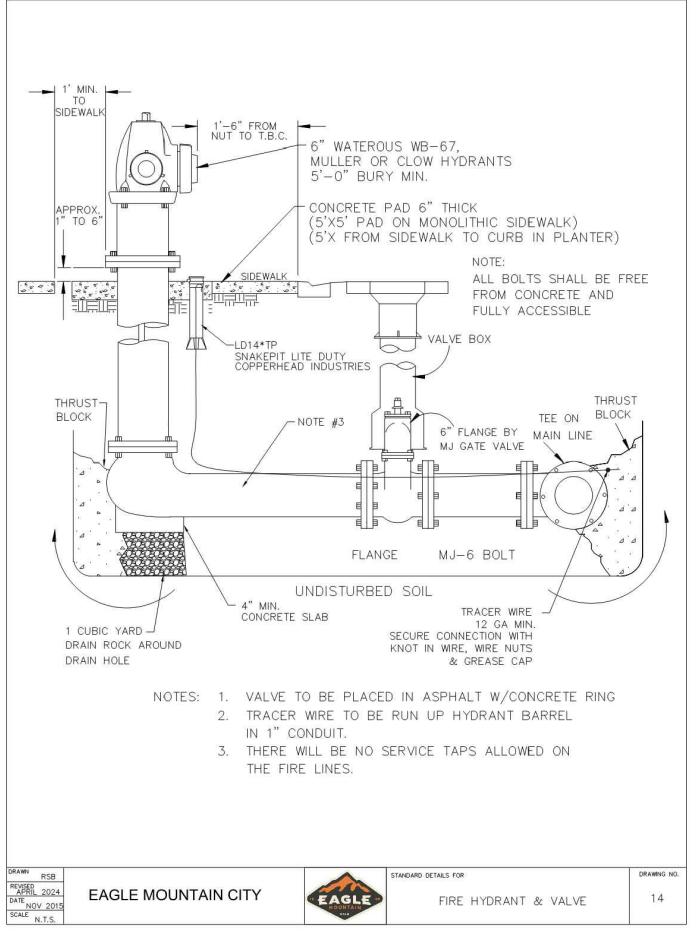
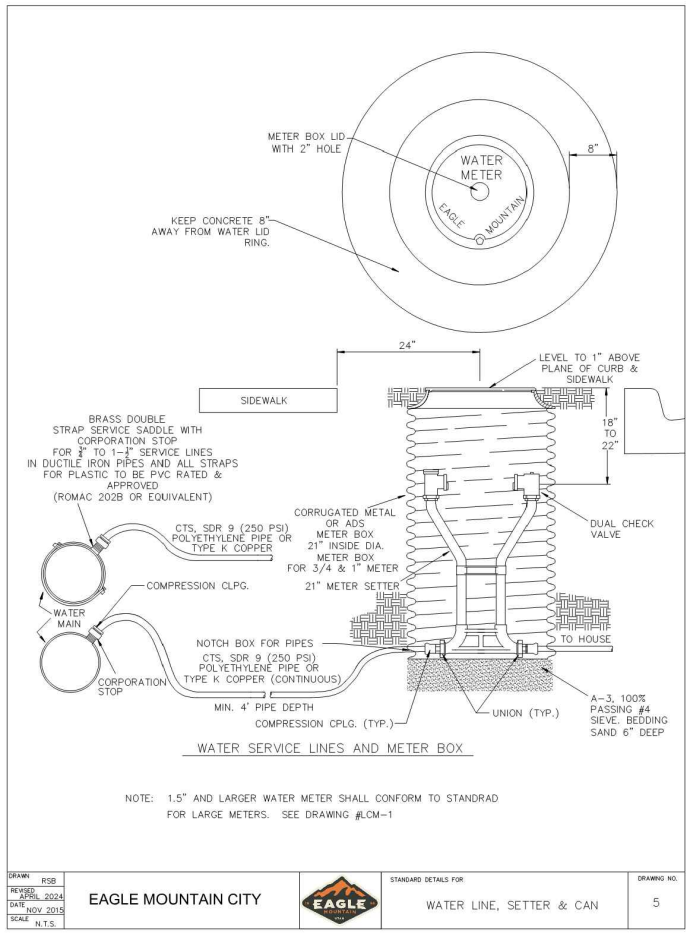
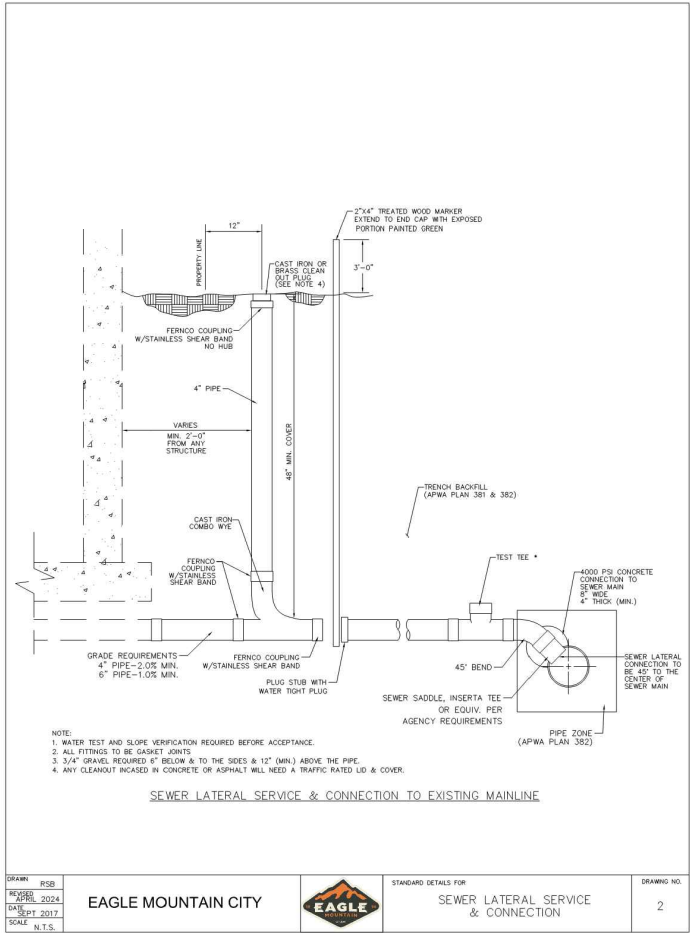


(24"x36")
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

(11"x17")
HORIZONTAL 1" = 100'
VERTICAL 1" = 20'



REVISIONS					TRANE ENGINEERING, P.C. CONSULTING ENGINEERS AND LAND SURVEYORS 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544	EAGLE MOUNTAIN, UTAH	HARMONY PHASE 'A' PLAT '14' A RESIDENTIAL SUBDIVISION	PLAN AND PROFILE EAST & WEST PRIVATE ALLEYS	J:\FLAGSHIP\HARMONY\dwg\04 PP.dwg	JOB OT3B SHEET NO. 5
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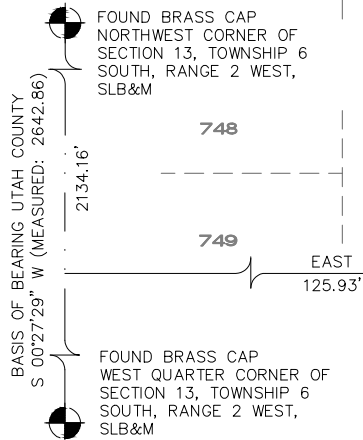
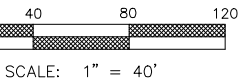
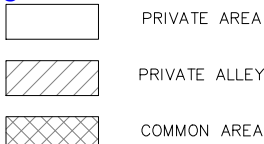
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CONSULTING ENGINEERS AND LAND SURVEYORS
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EAGLE MOUNTAIN, UTAH	HARMONY PHASE 'A' PLAT '14' A RESIDENTIAL SUBDIVISION	DETAILS	JOB FS HARMONY
			SHEET NO. 6

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	189.28	1338.50	8°06'09"	189.12	N4°02'27"W
C2	23.61	15.00	90°10'31"	21.25	N36°59'44"E
C3	359.64	2599.50	7°55'37"	359.35	N86°02'48"E
C4	21.78	15.00	83°11'05"	19.91	S48°23'52"E
C5	217.63	1829.50	6°48'56"	217.50	S3°23'51"E
C6	23.56	15.00	90°00'00"	21.21	S45°00'37"W
C7	23.56	15.00	90°00'00"	21.21	N44°59'23"W
C8	314.53	2511.50	7°10'32"	314.32	S86°25'21"W
C9	24.44	15.00	93°22'20"	21.83	S43°19'26"W
C10	102.51	1741.50	3°22'21"	102.49	N1°40'34"W
C11	102.29	1715.50	3°24'59"	102.27	N1°41'52"W
C12	22.66	15.00	86°33'33"	20.57	N46°41'08"W
C13	234.54	2485.50	5°24'24"	234.45	S87°19'54"W
C14	23.08	15.00	88°09'23"	20.87	S40°33'00"W
C15	89.70	1452.50	3°32'18"	89.69	N1°45'32"W
C16	87.66	1426.50	3°31'15"	87.64	N1°45'00"W
C17	24.39	15.00	93°09'31"	21.79	N50°05'23"W
C18	34.09	2599.50	0°45'05"	34.09	S82°27'32"W
C19	40.00	2599.50	0°52'54"	40.00	S83°16'32"W
C20	40.00	2599.50	0°52'54"	40.00	S84°09'26"W
C21	40.00	2599.50	0°52'54"	40.00	S85°02'20"W
C22	40.00	2599.50	0°52'54"	40.00	S85°55'14"W
C23	40.00	2599.50	0°52'54"	40.00	S86°48'07"W
C24	40.00	2599.50	0°52'54"	40.00	S87°41'01"W
C25	40.00	2599.50	0°52'54"	40.00	S88°33'55"W
C26	40.00	2599.50	0°52'54"	40.00	S89°26'49"W
C27	5.55	2599.50	0°07'20"	5.55	S89°56'56"W
C28	5.36	2511.50	0°07'20"	5.36	S89°56'56"W
C29	38.65	2511.50	0°52'54"	38.65	S89°26'49"W
C30	38.65	2511.50	0°52'54"	38.65	S88°33'55"W
C31	38.65	2511.50	0°52'54"	38.65	S87°41'01"W
C32	38.65	2511.50	0°52'54"	38.65	S86°48'07"W
C33	38.65	2511.50	0°52'54"	38.65	S85°55'14"W
C34	38.65	2511.50	0°52'54"	38.65	S85°02'20"W
C35	38.65	2511.50	0°52'54"	38.65	S84°09'26"W
C36	38.65	2511.50	0°52'54"	38.65	S83°16'32"W
C37	21.54	2487.50	0°29'46"	21.54	S83°04'58"W
C38	6.79	1452.50	0°16'04"	6.79	N0°07'25"W
C39	15.37	1452.50	0°36'22"	15.37	N0°33'38"W
C40	35.32	2485.50	0°48'51"	35.32	S85°02'08"W
C41	38.54	2485.50	0°53'18"	38.53	S85°53'12"W
C42	39.32	2485.50	0°54'23"	39.32	S86°47'03"W
C43	12.19	2485.50	0°16'52"	12.19	S87°22'41"W
C44	39.34	2485.50	0°54'25"	39.34	S87°58'19"W
C45	39.03	2485.50	0°53'59"	39.03	S88°52'30"W
C46	30.79	2485.50	0°42'36"	30.79	S89°40'48"W
C47	68.57	1715.50	2°17'25"	68.57	N2°15'39"W
C48	27.06	1715.50	0°54'13"	27.06	N0°39'50"W
C49	6.66	1715.50	0°13'21"	6.66	N0°06'03"W
C50	13.63	1426.50	0°32'51"	13.63	N0°15'49"W
C51	42.63	1426.50	1°42'44"	42.63	N1°23'36"W
C52	31.39	1426.50	1°15'40"	31.39	N2°52'48"W
C53	21.66	1741.50	0°42'45"	21.66	N0°20'46"W
C54	42.03	1741.50	1°22'57"	42.02	N1°23'37"W
C55	38.83	1741.50	1°16'39"	38.83	N2°43'25"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C56	67.55	1452.50	2°39'52"	67.54	N2°11'45"W
C57	12.79	1338.50	0°32'51"	12.79	N0°15'49"W
C58	40.00	1338.50	1°42'44"	40.00	N1°23'36"W
C59	39.92	1338.50	1°42'31"	39.91	N3°06'14"W
C60	24.03	1338.50	1°01'43"	24.03	N4°28'21"W
C61	72.55	1338.50	3°06'20"	72.54	N6°32'22"W
C62	75.15	1829.50	2°21'13"	75.14	N5°37'43"W
C63	24.06	1829.50	0°45'13"	24.06	N4°04'30"W
C65	52.20	1829.50	1°38'06"	52.20	N2°52'51"W
C66	43.95	2065.15	1°13'10"	43.95	N1°22'31"W
C67	22.26	1450.26	0°52'47"	22.26	N0°20'18"W

Very minor but this needs to be 40' of frontage. Previous comment.



ENBRIDGE GAS UTAH ACCEPTANCE

Questar Gas Company, dba Enbridge Gas Utah, hereby approves this plat spely for the purposes of confirming that the plat contains public utility easements. Enbridge Gas 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 contained 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 Enbridge Gas Utah's Right-of-Way Department at 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS ____ DAY OF _____, 20____

BY-____

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

TITLE-____

ROCKY MOUNTAIN POWER APPROVAL

- 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.
- Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE 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.
 - A recorded easement of right of way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - Any other provision of law

ROCKY MOUNTAIN POWER

DATE _____

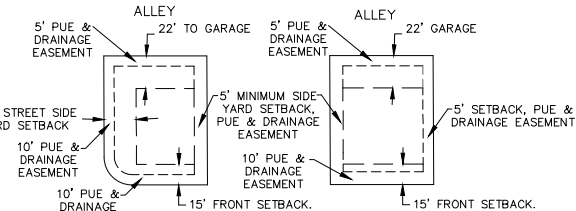
HARMONY PHASE A PLAT 14

SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



NOTES:

- ALLEYS AND COMMON AREA ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION.
- ALL GARAGES ACCESSED FROM ALLEYS. FRONT OF HOMES FACE PUBLIC ROW OR COMMON AREA.
- 11 CORNER LOTS SHALL CONTAIN A "CORNER CUTOFF" SETBACK TO ALLOW FOR PROPER DISTANCE FOR GAS AND ELECTRIC UTILITIES TO ROUND THE CORNERS OF A LOT WHILE STILL KEEPING THE REQUIRED DISTANCE FROM A BUILDING FOUNDATION. THIS INCLUDES TAKING A TRIANGLE OUT OF THE POTENTIAL BUILDING PAD MEASURING FIVE FEET EACH DIRECTION AT THE CORNER OF THE SETBACKS.



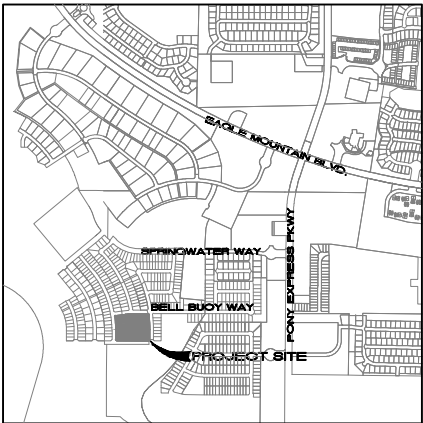
TYPICAL CORNER LOT TYPICAL INTERIOR LOT
SETBACK AND EASEMENT DETAIL
-NTS-

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 _____



VICINITY MAP

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

(SURVEYOR), P.L.S. _____

DATE _____

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 2134.16 feet along the section line and East 125.93 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°00'37" East 141.21 feet; thence Northerly 189.28 feet along the arc of a 1338.50 foot radius curve to the left, the chord of which bears North 04°02'27" West 189.12 feet; thence Northeasterly 23.61 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears North 36°59'44" East 21.25 feet; thence Easterly 359.64 feet along the arc of a 2599.50 foot radius curve to the right, the chord of which bears North 86°02'48" East 359.35 feet; thence South 89°59'24" East 105.27 feet; thence Southeasterly 21.78 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears South 48°23'52" East 19.91 feet; thence Southerly 217.63 feet along the arc of a 1829.50 foot radius curve to the right, the chord of which bears South 03°23'51" East 217.50 feet; thence South 00°00'37" West 141.34 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears South 45°00'37" West 21.21 feet; thence North 89°59'23" West 461.00 feet; thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears North 44°59'23" West 21.21 feet; to the point of beginning.

Parcel contains: 4.286 acres

Basis of Bearing: the line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83 UTAH COUNTY).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof. Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys the common area, as indicated heron, to the Harmony home owners association, PO Box 827, Lehi, UT, 84043

OWNER(S):

PRINTED

AUTHORIZED SIGNATURES

ACKNOWLEDGEMENT

On the _____ day of _____, 20____, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____

NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER

PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on 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 _____, 20____

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER

(See Seal Below)

ATTEST BY CITY RECORDER

(See Seal Below)

PHASE 'A' PLAT '14'

HARMONY

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR SEAL

NOTARY PUBLIC SEAL

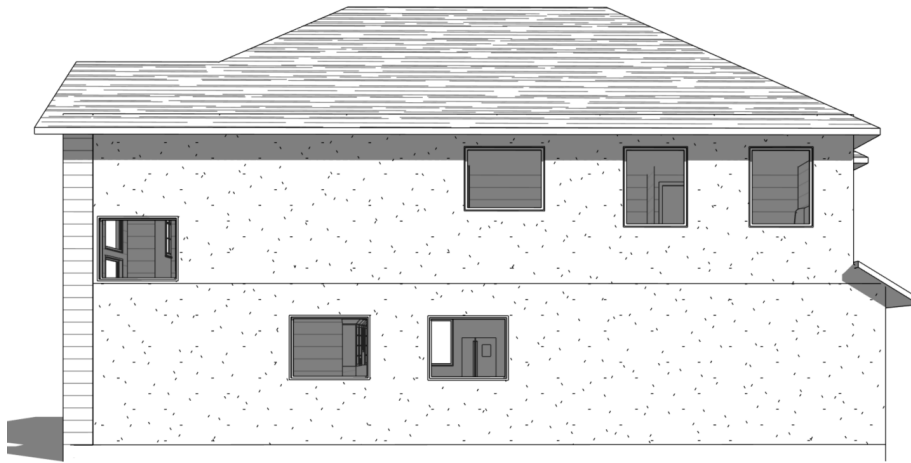
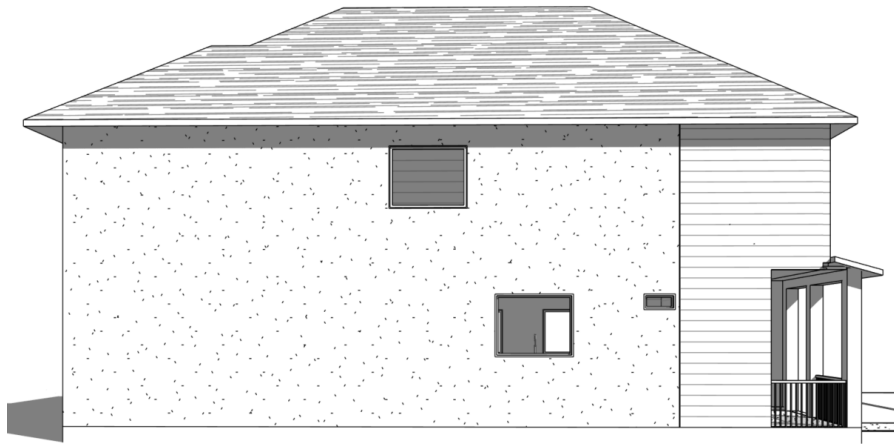
CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEAL

COBALT A

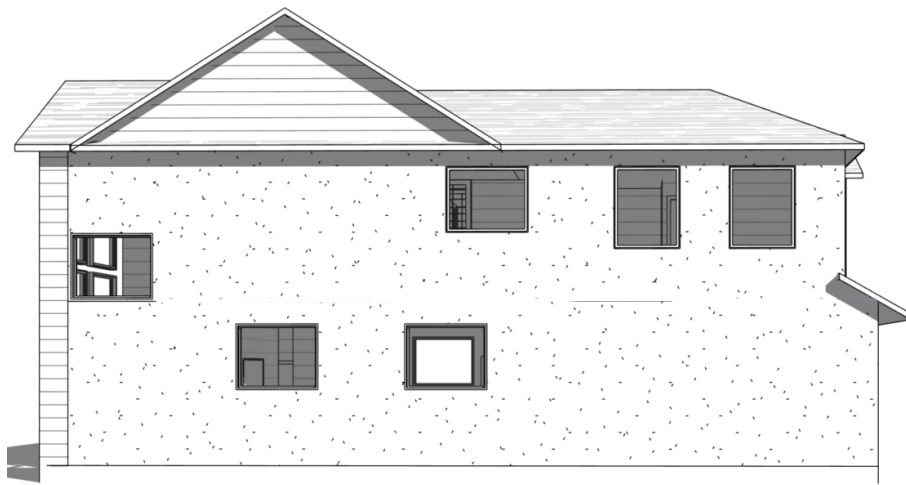
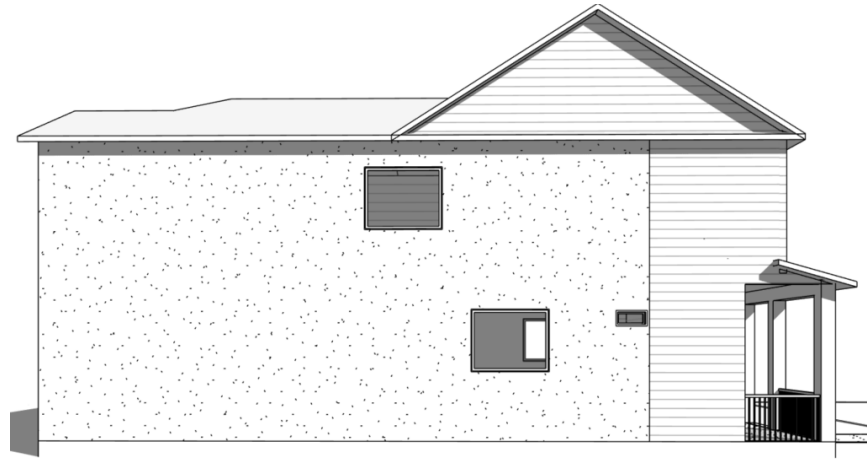


[See elevation comment on 13.](#)



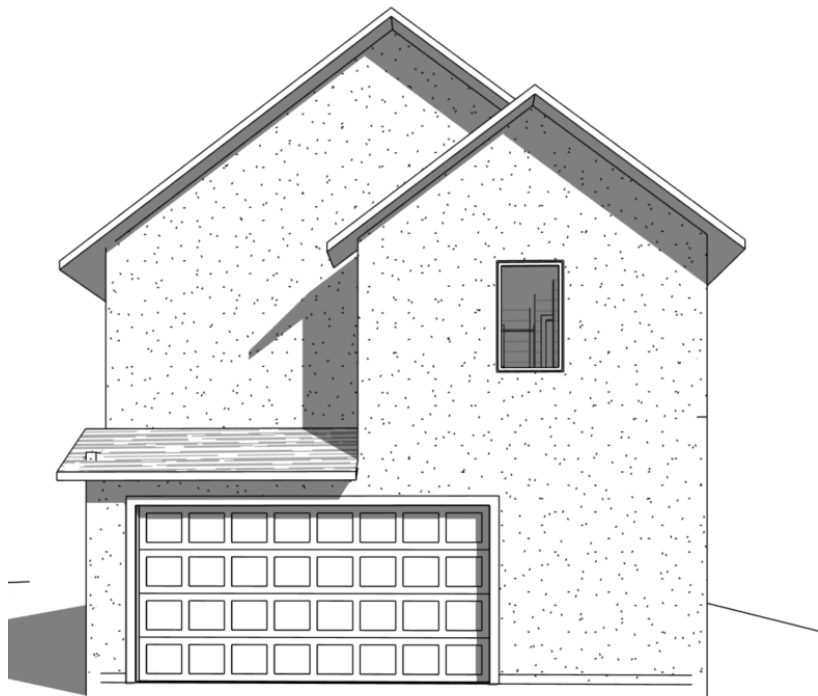
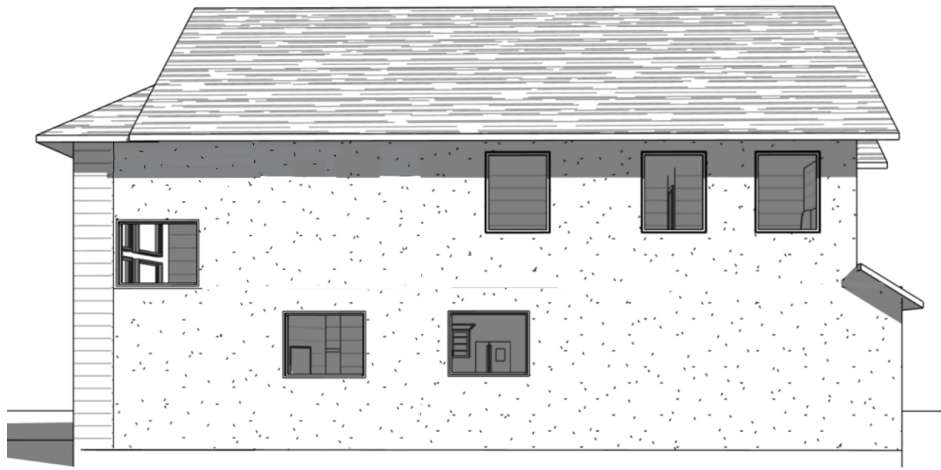
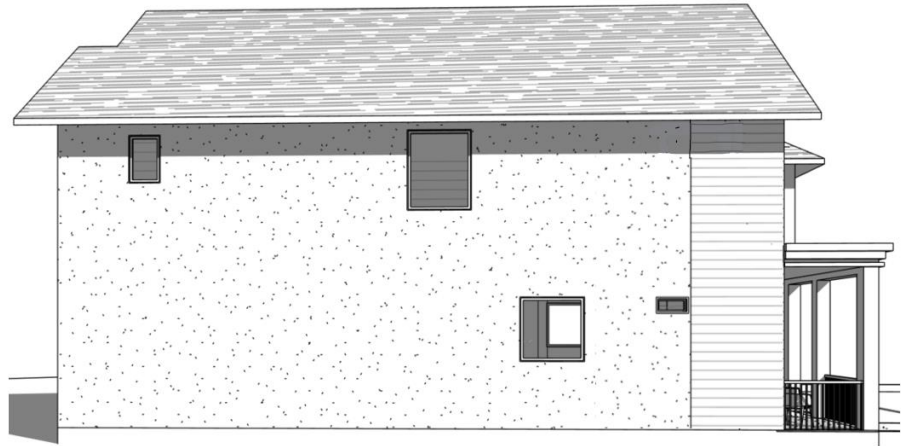
COBALT B





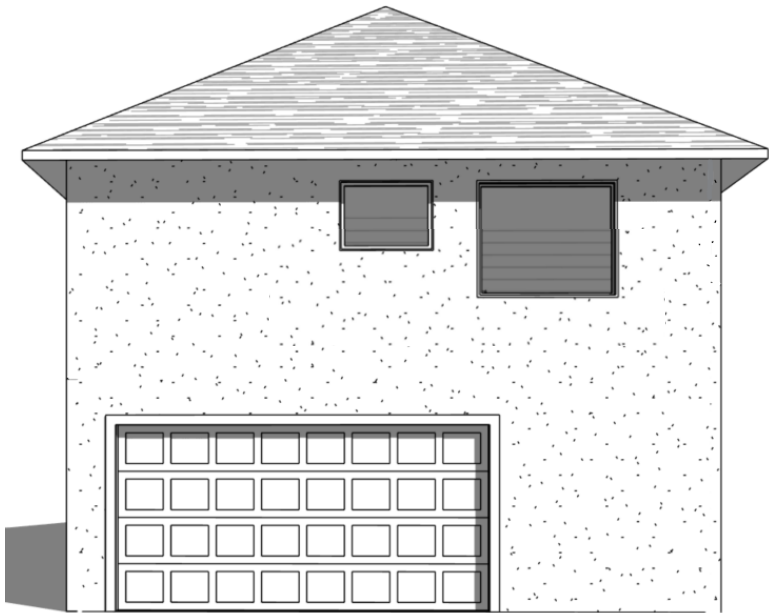
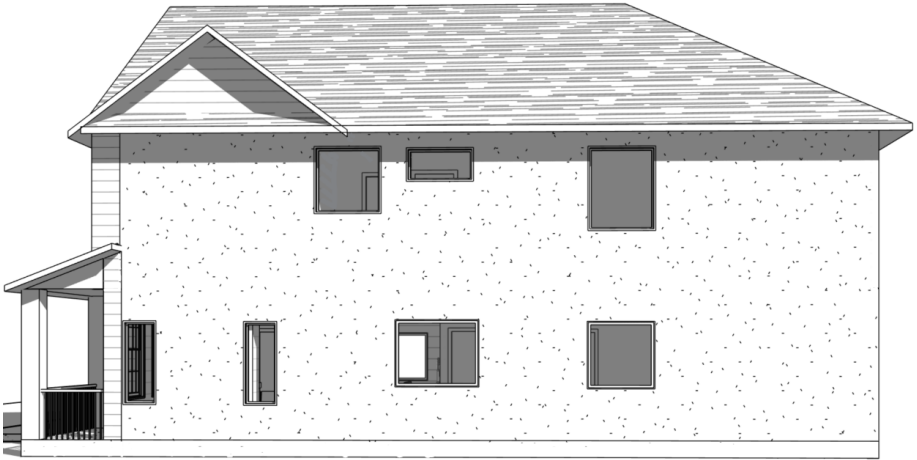
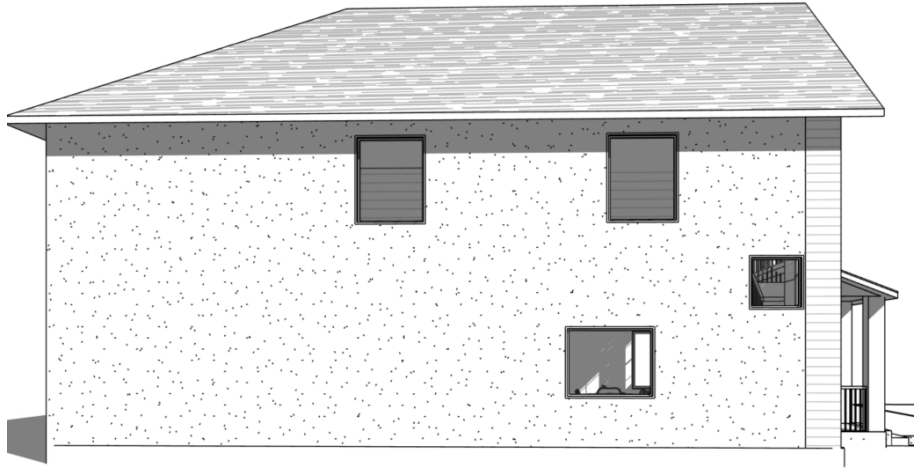
COBALT C





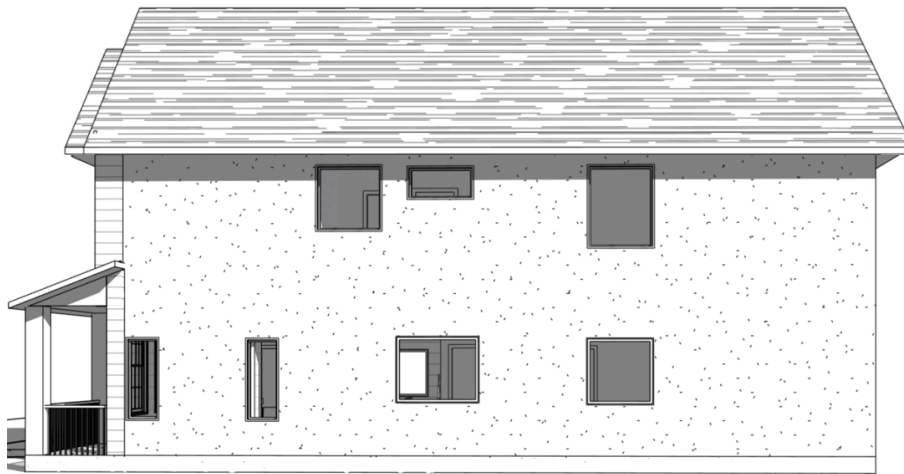
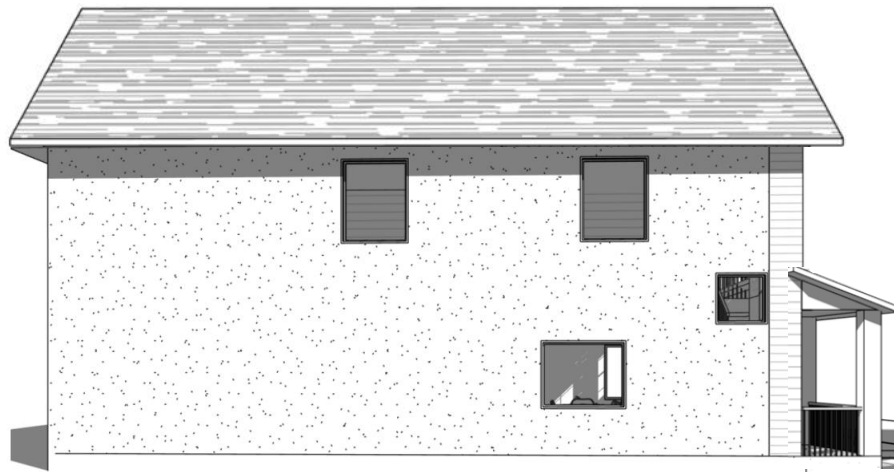
JASPER A

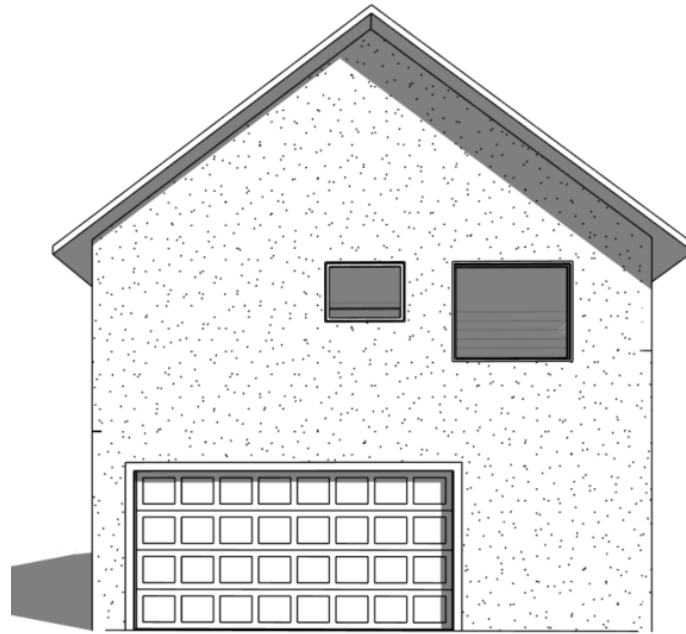




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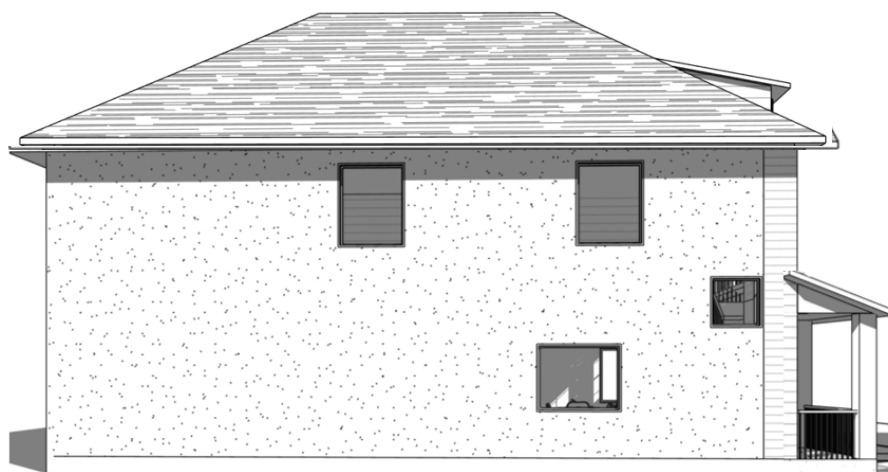


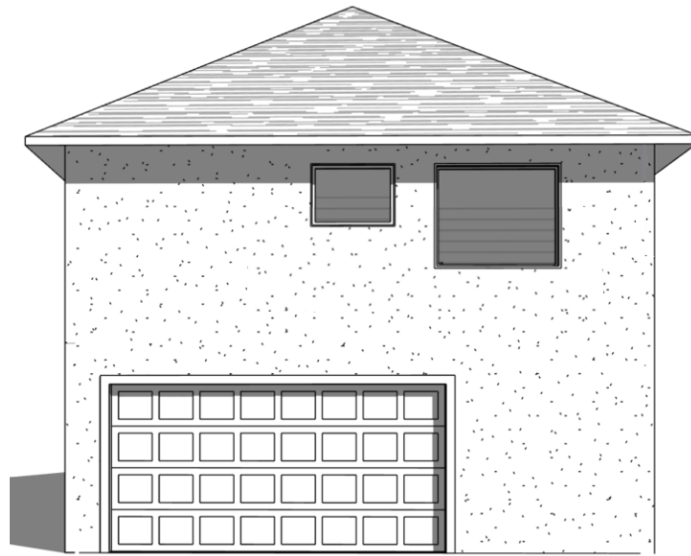
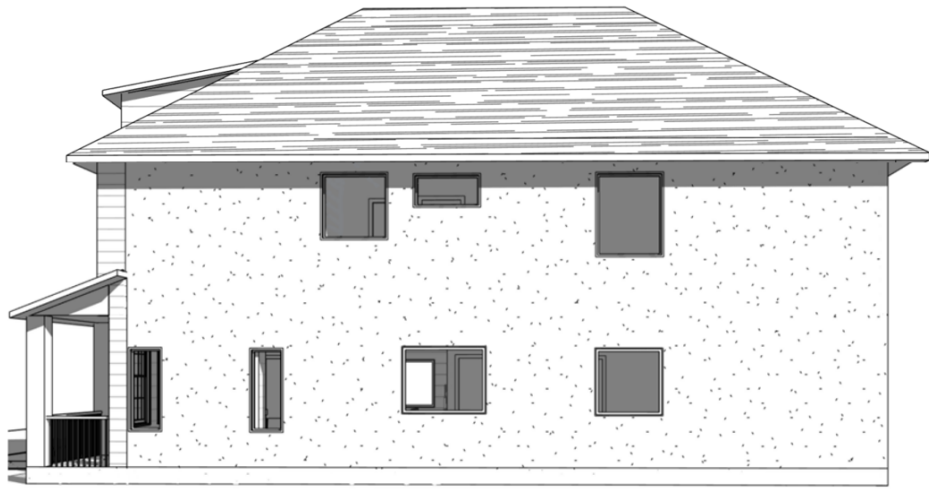




JASPER B

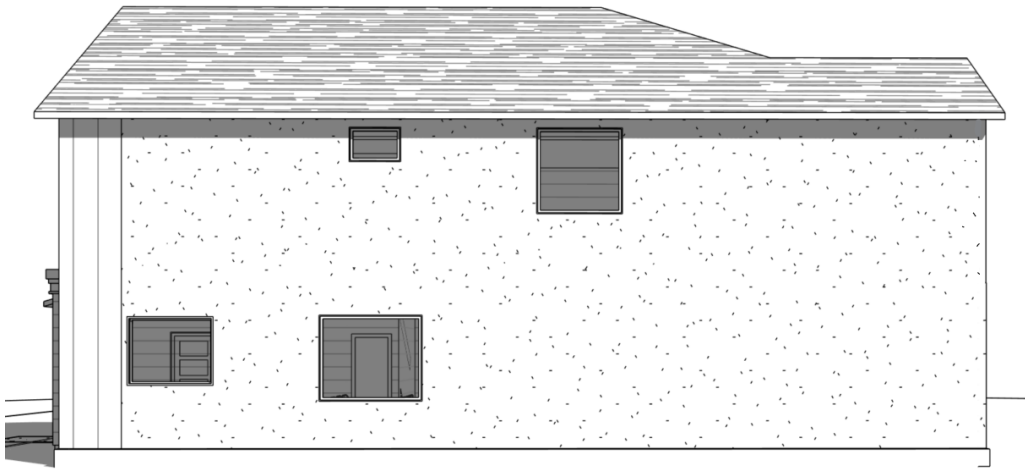
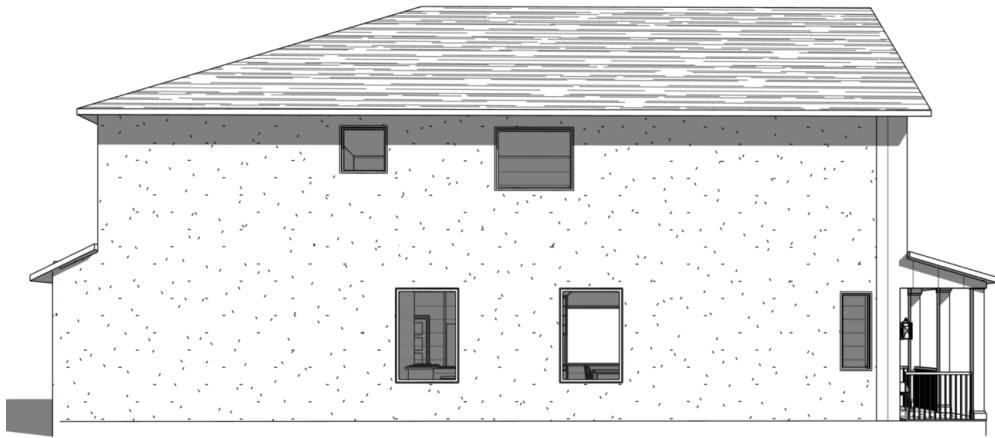






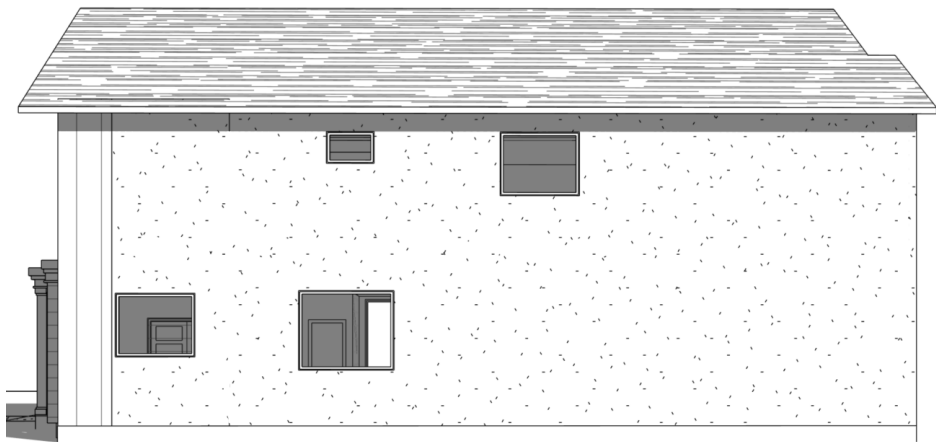
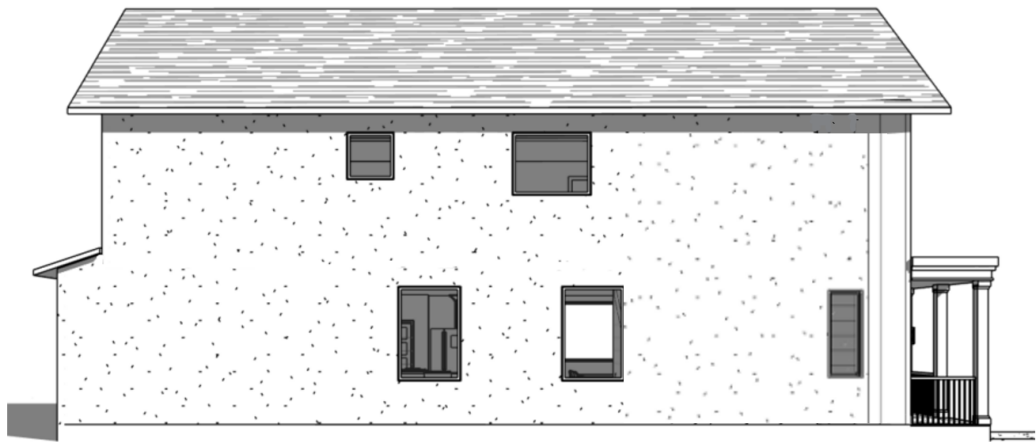
AMBER A





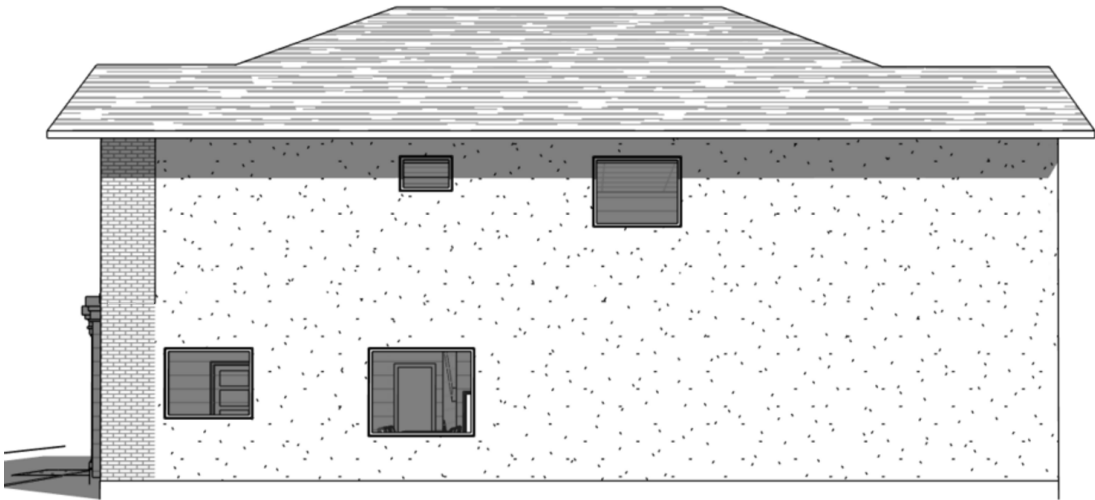
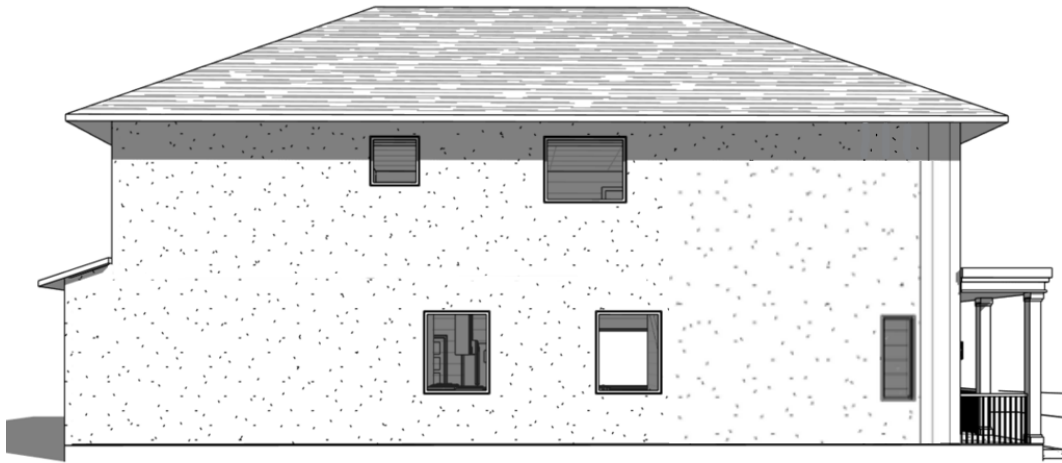
AMBER B

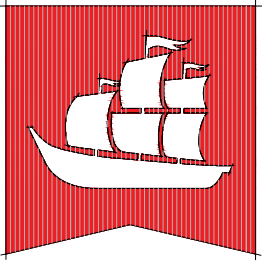




AMBER C







flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

HARMONY A14

HARMONY MASTER PLANNED COMMUNITY
Eagle Mountain . Utah

M A Y 2 0 2 2

LANDSCAPE
overview

L1.1



CUSTOM COVERED
SWINGS (2)

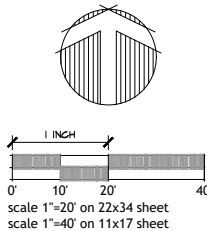
ORNAMENTAL
GARDEN

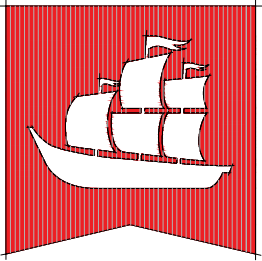
BENCH (4)

ANNABELL STREET

ORNAMENTAL
GARDEN

SHADE STRUCTURE
WITH PICNIC TABLE
(2)





flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

HARMONY A14

HARMONY MASTER PLANNED COMMUNITY

Eagle Mountain • Utah

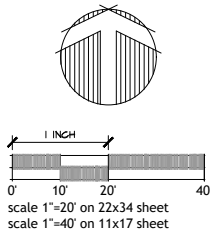
M A Y 2 0 2 2

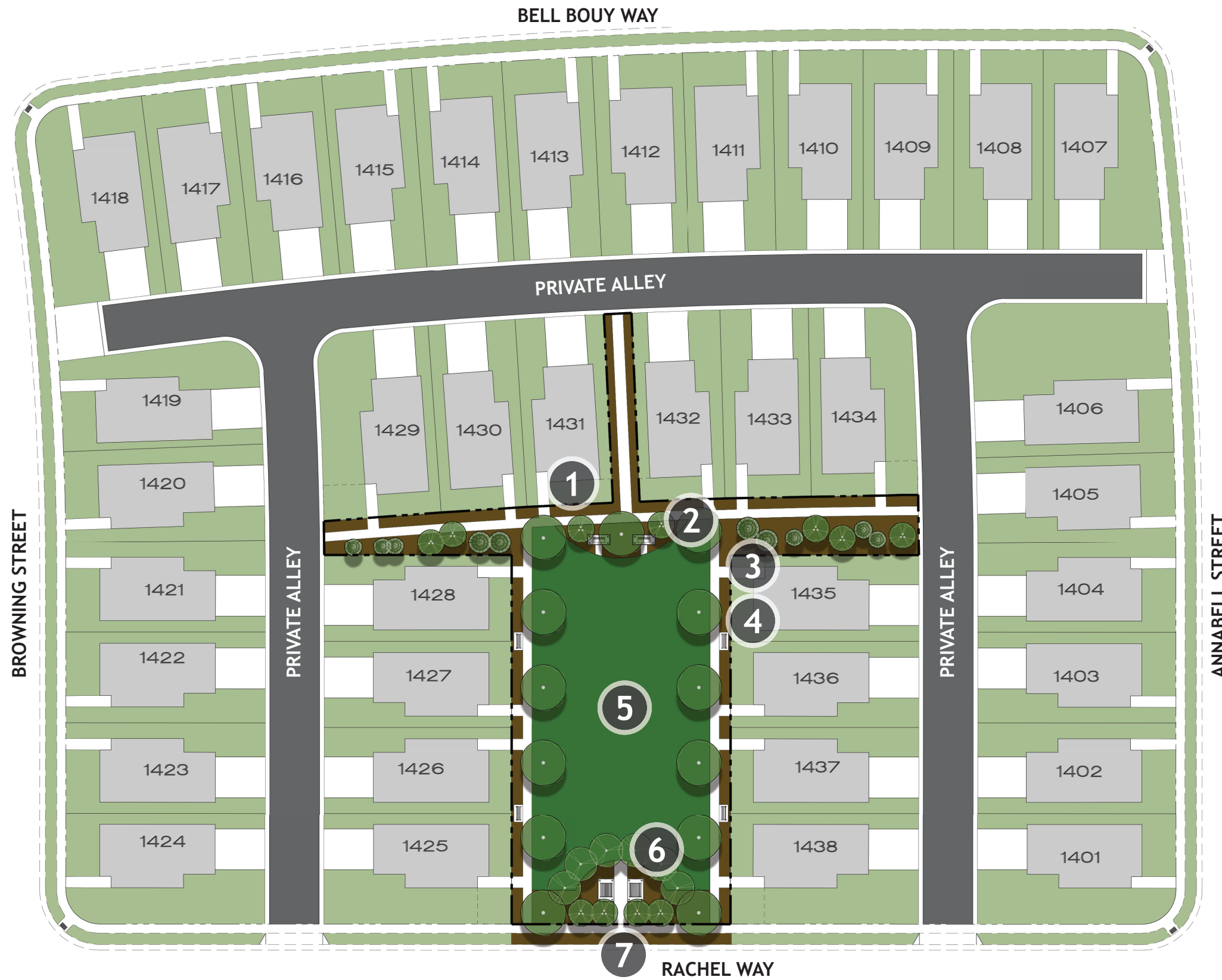
LANDSCAPE
plant schedule

L1.2

PLANT SCHEDULE

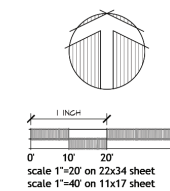
TREES	BOTANICAL / COMMON NAME	CONT	GAL	SIZE
	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple Mature Size: H20' W24'	B & B	1.5\''-2.0\'	
	Acer truncatum x platanooides 'Pacific Sunset' / Pacific Sunset Maple Mature Size: H30' W25'	B & B	2\'Gal	
	Cedrus atlantica 'Glauca' / Blue Atlas Cedar Mature Size: H30' W15'	B & B		10-12' HT.
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine Mature Size: H20-25' W10-12'	B & B		10-12' HT.
	Prunus virginiana 'Canada Red' / Canada Red Chokecherry Mature Size: H20-30' W20-25'	B & B	2\'Gal	
SHRUBS	BOTANICAL / COMMON NAME	SIZE		
	Caryopteris x clandonensis 'Grand Bleu' / Grand Bleu Mature Size: H3' W3'	5 gal		
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Mature Size: H3' W3'	5 gal		
	Stipa tenacissima / Mexican Feather Grass Mature Size: H2' W2'	1 gal		
ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE		
	Agastache aurantiaca 'Apricot Sprite' / Apricot Sprite Hyssop Mature Size: H24-30\' W36\'	1 gal		
	Centranthus ruber / Red Valerian Mature Size: H24-30\' W36\'	1 gal		
	Nepeta x faassenii 'Walkers Low' / Walkers Low Catmint Mature Size: H24-30\' W36\'	1 gal		
	Penstemon digitalis 'Huskers Red' / Husker Red Beard-Tongue Mature Size: H30\' W24\'	1 gal		
	Sedum spectabile 'Autumn Joy' / Stonecrop Mature Size: H18-24\' W18-24\'	1 gal		
GRASSES	BOTANICAL / COMMON NAME	SIZE		
	Bouteloua gracilis 'Blaude Ambition' / Blue Grama Mature Size: H30-36\' W30-36\'	1 gal		
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass Mature Size: H3-5' W2-3'	1 gal		
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass Mature Size: H2-3' W2-3'	1 gal		
GROUND COVERS	BOTANICAL / COMMON NAME	CONT		
	Gray/Brown Crusher Fines	mulch		
	Planting Bed Area Mulch (3" depth) Mulch at a minimum of 3" depth with weed barrier fabric (Dewitt Pro-5)	mulch		
	Turf Sod Bluegrass / Kentucky Bluegrass	sod		





OPEN SPACE LEGEND

- 1 Custom Covered Bench Swings (2)
 - 2 Ornamental Garden
 - 3 Decorative Picket Fence (775 LF)
 - 4 Benches (4)
 - 5 Open Lawn Area
 - 6 Rose Garden
 - 7 Covered Picnic Tables (2)
 - Common Area
 - Private Yard
- *Waterwise landscaping principles implemented





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	Eagle Quest East Master Development Agreement First Amendment
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	n/a
APPLICANT:	Adam Storheimm Pulte Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential 1 Zones: RD1, RD2, R1, R2, and R3	163 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation to the City Council respecting the proposed Eagle Quest MDA First Amendment.

BACKGROUND:

On April 25, 2023, the Eagle Quest MDA became effective. There have been no final plat applications submitted yet. This is mostly due to the inability to access the site. Now that the Sunset Flats development is going again, this development can begin work.

The first amendment to the MDA is to request to extend Section 7.1 of the Eagle Quest East MDA that currently requires "the site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date". The requested extension is for an additional 9 months (7/24/26). Concurrently, we would also be extending the approved preliminary plat.

ITEMS FOR CONSIDERATION:

Per EMMC 16.10.090(A)(5), MDAs may be amended to alter the timing of benchmarks, which is the request here. There are no approval criteria, other than the Planning Commission reviews the application and the City Council takes final action.

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

1. Eagle Quest East MDA - First Amendment
2. Eagle Quest East MDA - Current

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1 **First Preliminary Plat or Site Plan.** Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within ~~thirty (30)~~ thirty-nine (39) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City. The preliminary plat, approved on April 19, 2022, will now expire on July 24, 2026, unless extended in accordance with Eagle Mountain's Vested Laws.

**MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE QUEST EAST**

This *Master Development Agreement for Eagle Quest East* (this "Agreement" or "MDA") is entered into as of this 25 day of April, 2023 (the "Effective Date") between Eagle Quest LLC of Utah, a Utah limited liability company ("Developer") and Eagle Mountain City, a Utah municipal corporation ("City" or "Eagle Mountain").

RECITALS

A. Developer owns or controls certain real property within the City's boundaries that is legally described in Exhibit A ("**Property**");

B. Developer intends to develop the Property as a master planned community known as Eagle Quest East ("**Project**"), in accordance with the Land Use, Concept Site & Phasing Plan ("**Master Plan**") attached hereto as Exhibit B. On April 5, 2022, the Eagle Mountain City Council approved the rezone of the Property. On April 19, 2022, the Eagle Mountain City Council approved the Master Plan (which serves as the Eagle Quest East Preliminary Plat);

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

D. The parties desire to enter into this Agreement to specify Developer's rights and responsibilities with regard to development of the Project, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City's General Plan, and Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

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

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

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

1.3. **Buildout** means the completion of all of the development on the entire Project.

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

- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Eagle Quest LLC of Utah, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision and the Preliminary Plat Notice of Decision for Eagle Quest East, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit C.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan included in the Master Plan (Exhibit B).
- 1.18. **Project** means the Eagle Quest East project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.
- 1.19. **Property** means the approximately 163 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

1.21. **Reimbursable Costs** means the cost of upsizing system improvements. Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

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

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, which is included in Exhibit B.

2. **ZONING**. As of the Effective Date, the Property is zoned by the City in accordance with the Land Use, Concept Site, & Phasing Plan, attached hereto as Exhibit B.

3. **TERM OF AGREEMENT**. In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. **VESTED RIGHTS**.

4.1. **General Vesting**. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

4.2. **Unit Density**. Developer shall be entitled to develop the Project in accordance with the densities and lot locations as depicted on the Master Plan. Developer may not transfer

density within the Project, and Developer shall not be allowed to transfer density or lots due to a school, church or other non-residential use.

4.3. **Exceptions.** The vested rights set forth in Sections 4.1 and 4.2, and restrictions on the applicability of Eagle Mountain's Future Laws to the Project, are subject to the following exceptions:

4.3.1 Master Developer Agreement. Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;

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

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

4.3.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

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

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

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 **Phasing.**

5.2.1 Developer shall develop the Project in accordance with the Master Plan attached hereto as Exhibit B. Unless otherwise shown on Exhibit B, the project's road and infrastructure construction, including the collector roads along the exterior of the project (except for Old Airport Road), shall correspond with adjoining residential development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by the City Planning Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

5.3 **Standard for Approval.** All subdivision plats must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.4 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

5.5 **Changes to Project.** No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Master Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made with the consent of City Planning Director prior to plat recording.

5.6 **Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 **Roads.**

6.1.1 **Internal Roads.** Developer shall be required to construct all roads within the Project and shown on the Master Plan with the exception of Old Airport Road. The Master Plan includes three minor collector roads (Aviator Avenue), unnamed collector road on the west property line, and a collector road on the north property line (Desert Willow Drive), and a major arterial (Old Airport Road). Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of 24 feet of asphalt. Developer is providing an extra twelve feet (12') of right-of-way on Aviator Avenue. Upon completion of Aviator Avenue, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement

amount shall include the value of the land (as set forth below) under the upsized portion of the road. For example, Aviator Avenue is shown as a 77' road, and the applicant is dedicating 50.5'. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 53' road to a 77' road and for the value of the additional 12' of land. For the other two collector roads (west and north) Developer shall dedicate a minimum of 38.5 feet to the City and, as required by EMMC 15.10.270, shall improve a half-width of a standard residential road plus an additional 10 feet of asphalt, for a total of 24 feet of asphalt.

6.1.2 Old Airport Road. Developer shall dedicate the Old Airport Road land (152 feet wide) to the City, as shown on Exhibit B within 60 days of a request by the City. City and Developer agree to enter into a reimbursement agreement for the cost (as set forth below) of the land for the Old Airport Road, exempting the land for the road crossing shown on the plan (e.g., the portion of Old Airport Road that is used as an access point between phases 10 and 11 of the Project as depicted on the Phasing Plan).

6.1.3. External Access Roads. The three primary access roads for the Project (Aviator Avenue, Desert Willow Drive, and the "Unnamed Road" contiguous to the west boundary of the Project) all cross property that is currently not owned by the City. Developer acknowledges and agrees that it is the responsibility of Developer to obtain right-of-way sufficient to construct a minimum of a 24-foot wide asphalt portion of one or more of the roads and construct a sufficient portion of one of those roads from Pony Express Parkway to access the property, prior to construction of any portion of the Project. Developer currently anticipates that such requirement shall be met by Developer extending 24 feet of Aviator Avenue west to the intersection of Aviator Avenue and Pony Express Parkway. City owns property that under the current Transportation Master Plan is part of the future Aviator Avenue right-of-way. City commits and agrees to use that land as part of the future Aviator Avenue right-of-way. Developer shall not be allowed to access the Project solely through the Sunset Flats development to the south of the Project. City may, in City's sole discretion, assist Developer in obtaining the road dedications and City may utilize impact fees to construct a portion of the roads.

6.1.4 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the agricultural (i.e. pre-development) value of the land as of the date of the dedication.

6.2 Parks and Open Space.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit D, and Developer shall include the amenities as shown on Exhibit D, allowing for minor modifications to be approved by the City Parks Director. Developer shall receive approval for the specific playground equipment, benches, pavilions, and other equipment by the City Parks Director prior to construction of the parks. The City shall own and maintain the two park areas in the Project.

6.3 Utilities.

6.3.1 Offsite Sewer. The sanitary sewer for the project will need to connect to Pony Express Parkway, to the southwest of the project. This is anticipated to extend

within the Aviator Avenue right-of-way. Upsizing of this sewer line will be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.3.2 **Offsite Water.** Some upsizing of water lines will be required of Developer in accordance with the City's master utilities plans. Developer shall receive approval of utility plans by the City Engineer prior to plat approval. The Reimbursable Costs for any upsizing beyond the size required by the Project itself will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.3.3 **Water Rights.** Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate to or purchase water rights from the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied.

6.4 **Easements.** Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.5 **Agreement to Cooperate.** Developer and the City agree to cooperate in good faith with respect to continued planning of the Project and implementation of such plan(s) consistent with the public interest.

6.6 **Reimbursement for Uncontemplated Upsizing.** City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Parks and Open Space.** In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the

City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. DEFAULT.

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

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

8.2.1 Specific Claim. Specify the claimed event of Default;

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

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

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

8.4 **Public Meeting.** Before any remedy in Section 10 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

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

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

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

11. **ASSIGNABILITY.** Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed.

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

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

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

11.4. **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

12. **RECORDING OF AGREEMENT.** If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. **SEVERABILITY.** If any provision of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

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

15. **CONSTRUCTION OF AGREEMENT.** This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this

Agreement.

16. **STATE AND FEDERAL LAW.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. **NO WAIVER.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing by the party intended to be benefited by the provisions.

18. **ENTIRE AGREEMENT.** This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

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

20. **NOTICES.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

Eagle Quest LLC of Utah
6616 West 10760 North
Highland, Utah 84003
Attn: Kurt Ostler

with a copy to:

Eagle Quest LLC of Utah
P.O. Box 532
Farmington, Utah 84025

To the City:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run

Eagle Mountain, UT 84005

21. **EXECUTION OF AGREEMENT.** This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

22. **HOLD HARMLESS.** Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

23. **RELATIONSHIP OF PARTIES.** This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. **CERTIFICATE OF COMPLIANCE.** Upon fifteen (15) business days prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

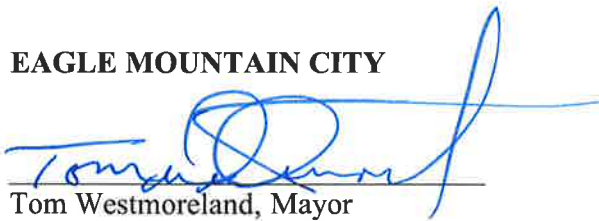
25. **TITLE AND AUTHORITY.** Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. **FURTHER ASSURANCES, DOCUMENTS, AND ACTS.** Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an

DATED this 25 day of April, 2022³.

EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

ATTEST:


Fionnuala Kofoed, City Recorder

Approved as to form:


City Attorney



1617670v1/RQN

Exhibit List

- Exhibit A – Legal Description
- Exhibit B - Land Use, Concept, and Phasing Plan
- Exhibit C - Notices of Decision
- Exhibit D - Parks and Open Space Plans

WHEN RECORDED, MAIL TO:

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84043

ENT 41971:2023 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jun 28 3:18 pm FEE 0.00 BY AR
RECORDED FOR EAGLE MOUNTAIN CITY

**MEMORANDUM OF
MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE QUEST EAST**

This *Memorandum of Master Development Agreement for Eagle Quest East* (this "**Memorandum**") is entered into as of the Effective Date (defined below) between Eagle Quest, LLC of Utah, a Utah limited liability company ("Developer") and Eagle Mountain City, a Utah municipality ("City" or "Eagle Mountain"). This Memorandum is recorded to provide notice of the following:

1. Developer owns or controls certain real property within the City's boundaries, which property is legally described in Exhibit A (the "**Property**"), attached hereto and incorporated herein.
2. On May 31, 2023 (the "**Effective Date**"), Developer and City entered into that certain Master Development Agreement for Eagle Quest East, as amended (the "**MDA**").
3. The MDA sets forth terms and conditions regarding the development of the Property.
4. Developer and City have executed this Memorandum for the purpose of providing record notice of the MDA and the rights and obligations created by the MDA, all of which are hereby confirmed and incorporated herein by reference.
5. A copy of the MDA is on file with the Eagle Mountain City Recorder, located at 1650 E Stagecoach Run, Eagle Mountain, UT 84005.

DATED this 31 day of May, 2023.

EAGLE QUEST EAST LLC OF UTAH

By: [Signature]

Print Name: KURT OSTER

Title: MANAGER - member

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Utah) ss.

On the 31 day of May, 20223, personally appeared before me
Kurt Ostler, who being by me duly sworn, did say that (s)he is the
Manager - Member of **Eagle Quest East LLC of Utah**, 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.

Neelofa Mees
NOTARY PUBLIC



DATED this _____ day of _____, 2023.

EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

ATTEST:

For: Fionnuala Kofoed, City Recorder



Approved to form:

Marcus Draper
Marcus Draper, City Attorney

DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 202__, personally appeared before me
 _____, who being by me duly sworn, did say that (s)he is the
 _____ of **Eagle Quest East LLC of Utah**, 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.

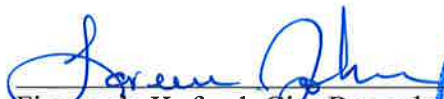
 NOTARY PUBLIC

DATED this ____ day of _____, 2023.

EAGLE MOUNTAIN CITY


 Tom Westmoreland, Mayor

ATTEST:


 For: Fionnuala Kofoed, City Recorder



Approved to form:


 Marcus Draper, City Attorney

Exhibit A – Legal Description

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH $89^{\circ}33'37''$ EAST 2655.69 FEET TO THE SOUTH EAST CORNER OF THE PARCEL KNOWN AS 59:006:0052 IN THE UTAH COUNTY RECORDER OFFICE AND MARKED WITH A REBAR AND CAP MARKED "KEB CORNER"; THENCE SOUTH $00^{\circ}11'37''$ WEST 2675.30 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH $89^{\circ}31'06''$ WEST 2661.18 FEET TO THE SOUTH WEST CORNER OF SAID SECTION 6; THENCE NORTH $00^{\circ}18'41''$ EAST WEST 2673.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,109,456 SQ.FT. OR 163.211 ACRES MORE OR LESS.

TABULATIONS

TOTAL AREA OF OVERALL PROJECT	= 1000 ACRES
PHASE 1 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 2 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 3 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 4 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 5 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 6 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 7 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 8 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 9 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 10 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 11 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 12 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 13 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 14 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 15 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 16 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 17 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 18 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 19 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 20 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 21 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 22 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 23 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 24 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 25 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 26 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
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PHASE 31 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
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PHASE 33 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
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PHASE 40 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
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PHASE 43 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 44 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
PHASE 45 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES
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PHASE 100 LOT AREA (50,000 S.F. LOT AVERAGE)	= 10,000 ACRES

RELIGIOUS MEETINGHOUSE LOCATION NOTE

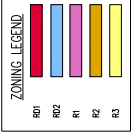
FUTURE CHURCH BUILDINGS TO BE LOCATED IN RZ OR R3 ZONE ONLY.

PARK TABULATIONS

17 LOTS 750 S.F. LOT	= 12,750 S.F.
179 LOTS 750 S.F. LOT	= 133,650 S.F.
179 LOTS 1,000 S.F. LOT	= 179,000 S.F.
TOTAL REQUIRED PARK AREA	= 315,400 S.F. = 7.24 ACRES
TOTAL PROVIDED PARK AREA	= 361,250 S.F. = 8.26 ACRES
TOTAL PARK AREA	= 676,650 S.F. = 15.50 ACRES
SOUTHWEST PARK RETENTION AREA (7.24 AC)	= 102,962 S.F.
SOUTHWEST PARK NET AREA	= 159,689 S.F.
CENTRAL PARK AREA	= 205,016 S.F.
TOTAL PROVIDED PARK AREA	= 361,250 S.F. = 8.26 ACRES

LOT NUMBER PER ZONE

R01 LOTS	= 17
R02 LOTS	= 179
R03 LOTS	= 179
TOTAL LOTS	= 401
AVERAGE LOT AREA FOR TOTAL PROJECT	= 11,105 S.F.

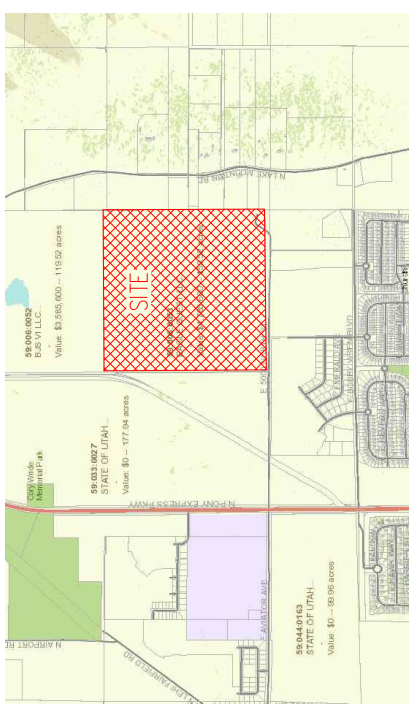
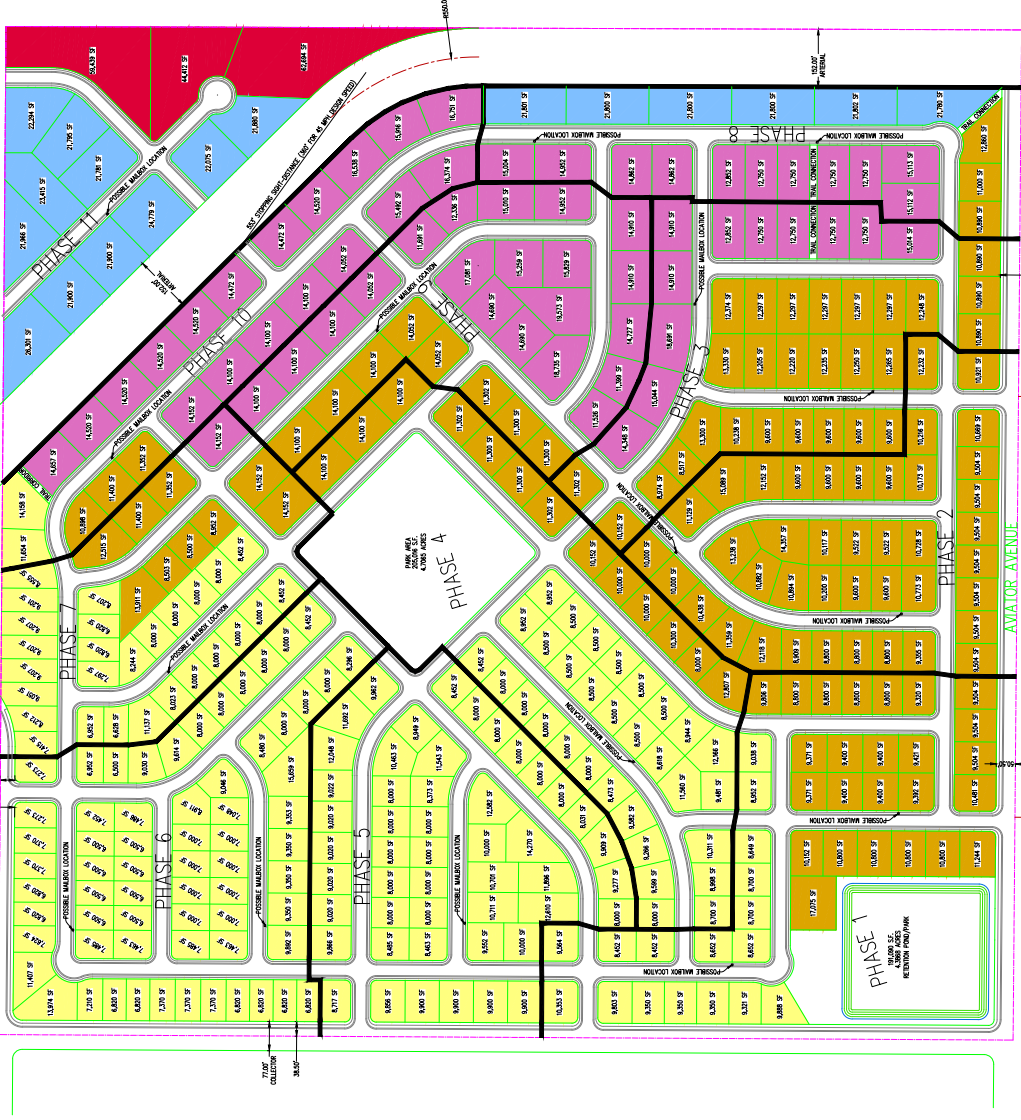
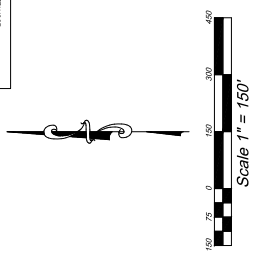


SETBACK NOTE

SETBACKS VARY BY LOT SIZE. THE SETBACK REQUIREMENTS ARE BASED ON THE LOT AREA AND THE LOT AREA OF THE LOT. ALL SETBACKS SHALL BE MEASURED FROM THE LOT CORNER TO THE SETBACK LINE.

FENCING NOTE

COLLECTOR/ARTERIAL ROAD FENCING IS REQUIRED ON ALL LOTS ADJACENT TO A COLLECTOR/ARTERIAL ROAD. ALL FENCING SHALL BE 6' HIGH AND SHALL BE SETBACK FROM THE ROAD.



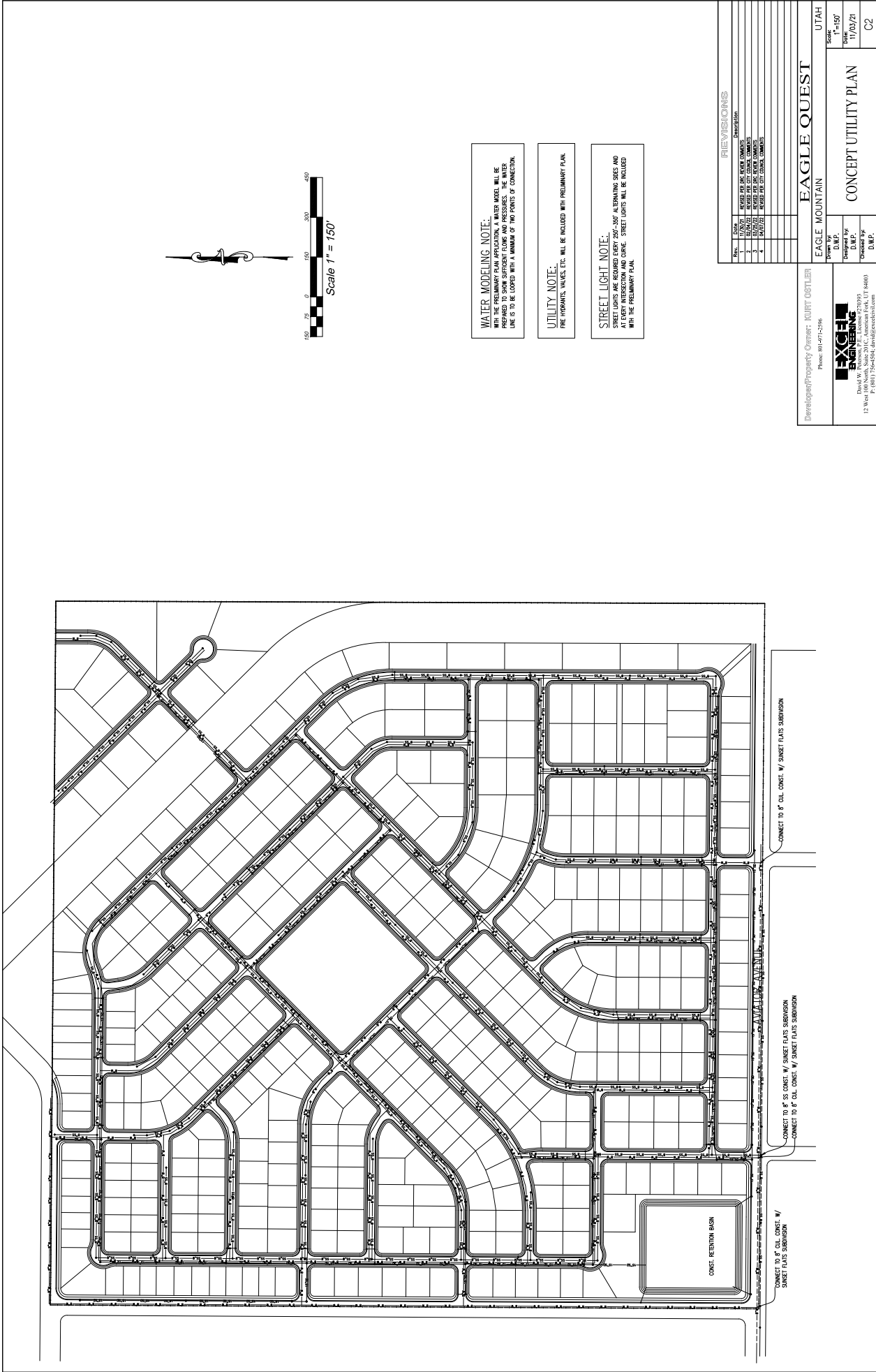
REVISIONS

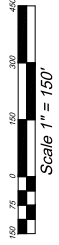
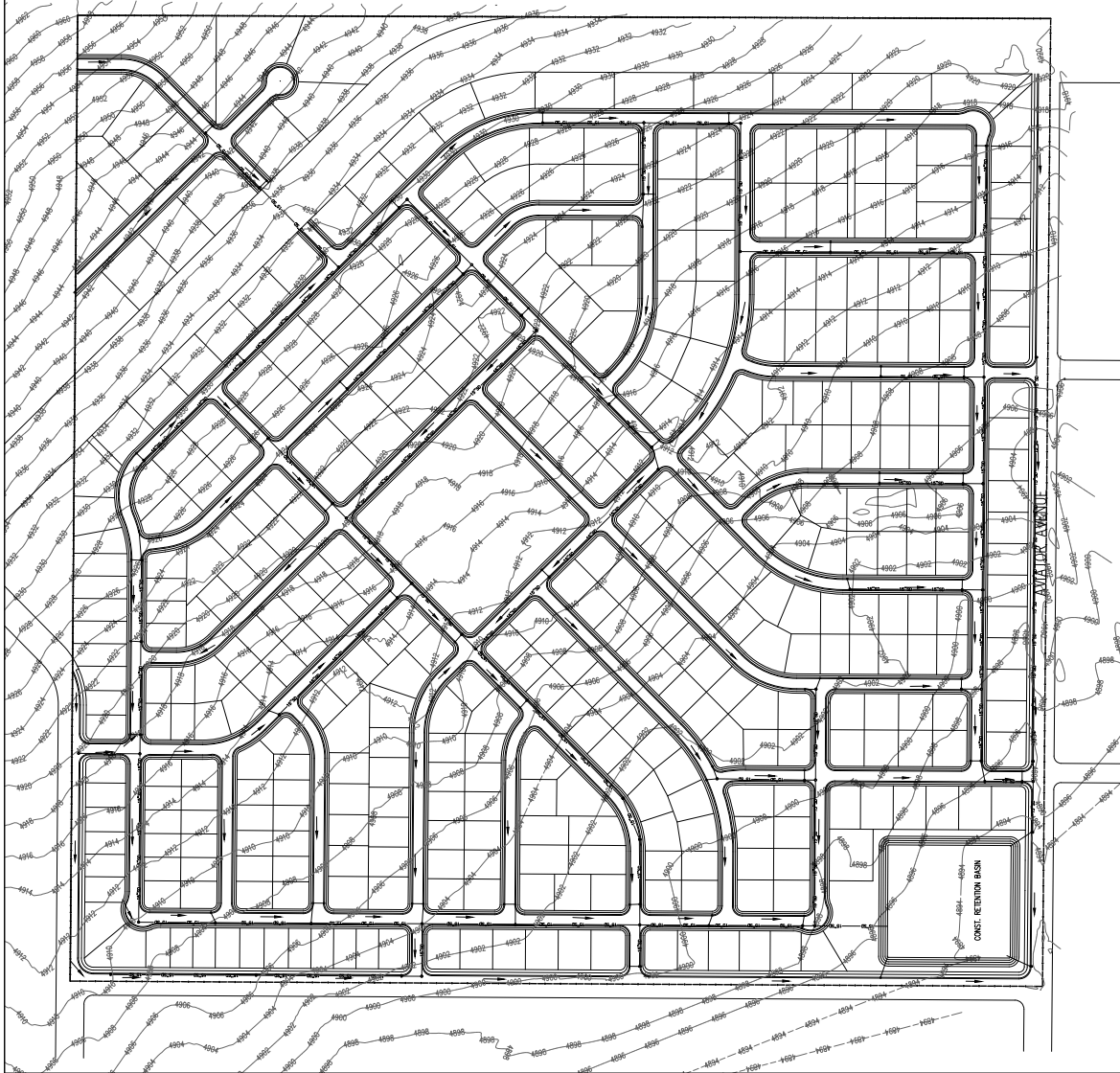
Rev.	Date	Description
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2	10/20/21	REVISED FOR PERMITS
3	10/20/21	REVISED FOR PERMITS
4	10/20/21	REVISED FOR PERMITS
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EAGLE QUEST
EAGLE MOUNTAIN
Utah
Phone: 801-715-5556

EXCHANG ENGINEERING
David W. Peterson, P.E., License #21093
12 West 1000 South, Suite 200, Salt Lake City, UT 84119
P: 801-754-5556, david.peterson@exchangenet.com

LAND USE, CONCEPT SITE & PHASING PLAN
C1
Scale: 1"=150'
Date: 10/20/21
Designed by: D.W.P.
Checked by: D.W.P.





- EROSION CONTROL NOTES:**
- 1. EACH PHASE OF CONSTRUCTION WILL ADHERE TO THE FOLLOWING EROSION CONTROL
 - 2. CONSTRUCT A Silt Fence AROUND PERIMETER OF DOWNSTREAM PORTIONS OF EACH PHASE
 - 3. INSTALL A CONSTRUCTION ENTRANCE FOR EACH PHASE
 - 4. CONSTRUCT STORM DRAINAGE AND SLOPE PROTECTION AFTER INSTALLATION
 - 5. CONSTRUCT STORM DRAINAGE AND SLOPE PROTECTION FOR EACH PHASE
 - 6. CONTRACTOR IS TO REMOVE SLOPE PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE

REVISIONS

Rev.	Date	Description
1	02/01/21	REVISED FOR SLOPE PROTECTION
2	02/01/21	REVISED FOR SLOPE PROTECTION
3	02/01/21	REVISED FOR SLOPE PROTECTION
4	02/01/21	REVISED FOR SLOPE PROTECTION
5	02/01/21	REVISED FOR SLOPE PROTECTION
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8	02/01/21	REVISED FOR SLOPE PROTECTION
9	02/01/21	REVISED FOR SLOPE PROTECTION
10	02/01/21	REVISED FOR SLOPE PROTECTION

Developer/Property Owner: KUNITZ OUTLET
Phone: 801-971-5296

EAGLE QUEST
EAGLE MOUNTAIN
UTAH

Scale:
1"=150'
Date:
1/15/21
Sheet:
C3

EXCEL
David W. Robinson, P.E., License # 270393
12 West 900 South, Suite 200, Provo, UT 84603
P: 801-732-8544, dave@excel-engineers.com

**CONCEPT GRADING,
DRAINAGE & EROSION PLAN**



Rezone & Master Development Plan Eagle Quest East

On April 5th 2022 the Eagle Mountain City Council approved the **EAGLE QUEST EAST** rezone, and master development plan. with the following Conditions:

1. The two R2 lots located along the north edge of the property shall be zoned R3
2. A 20' wide midblock pedestrian connection, with 8' pedestrian path shall be provided through the R1 block located in the southeast corner of the project.
3. A community mailbox location in compliance with 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location.
4. The Master Development Agreement shall include language that prohibits the transfer of density for any acreage included in a school or church site.
5. The East Park shall be replaced with ½ acre RD2 lots
6. The 10 lots adjacent to the Central Park shall be replaced with open space and the bulk of the amenities from the East Park
7. 2 lots north of the Southwest park shall be replaced with open space and additional neighborhood focused/scaled amenities shall be added to this park
8. Approval is conditional on the approval of an MDA
9. Church Sites (if any) shall be located in the R2 or R3 zones.

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

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

EAGLE MOUNTAIN CITY



Recoverable Signature

X Tayler Jensen

Signed by: 2107ea5d-429f-47b4-8b27-66a4e3f24ce7

Date: 5/11/2022

Attachments:

- 1) Rezone Exhibit



PRELIMINARY PLAT NOTICE OF DECISION Eagle Quest East

On April 19th the Eagle Mountain City Council approved the **Eagle Quest East Preliminary Plat**. The project contains seventeen (401) Residential lots on approximately 163 acres located North of Sunset Flats, with no conditions.

NEXT STEPS

Developer may now proceed with the following steps:

1. Submit a complete final plat application to the Planning Department for the development for review by the City Development Review Committee (DRC).
2. Schedule pre-construction meeting.
3. Record Plat
4. Submit building permit application(s).

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

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

This Preliminary Plat will expire two (2) years after approval on April 19th, 2024 if a final plat has not been approved (or under review) by the City Development Review Committee (DRC). An extension of time must be requested in writing and received by the Planning Department prior to the expiration date if an extension is legitimately needed. **The City does not send reminder notices or other notification of the pending expiration date. The action to request an extension is the responsibility of the proponent.**

EAGLE MOUNTAIN CITY



Recoverable Signature

X Tayler Jensen

Tayler Jensen

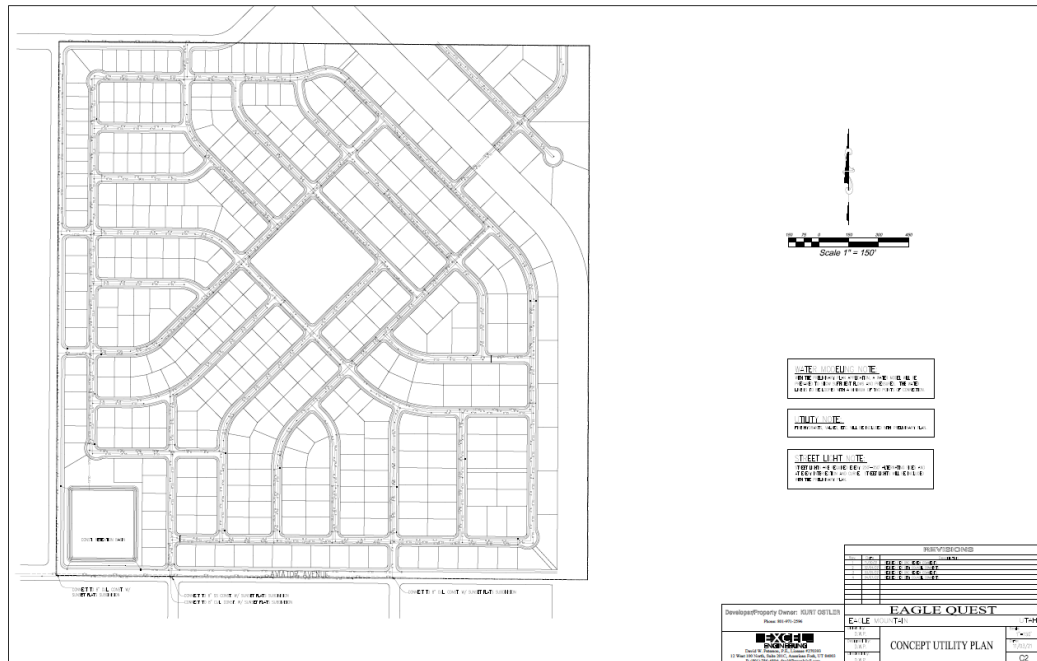
Senior Planner

Signed by: 2107ea5d-429f-47b4-8b27-66a4e3f24ce7

Date: 05/11/2022

ATTACHMENTS

Exhibit A: Preliminary Plat



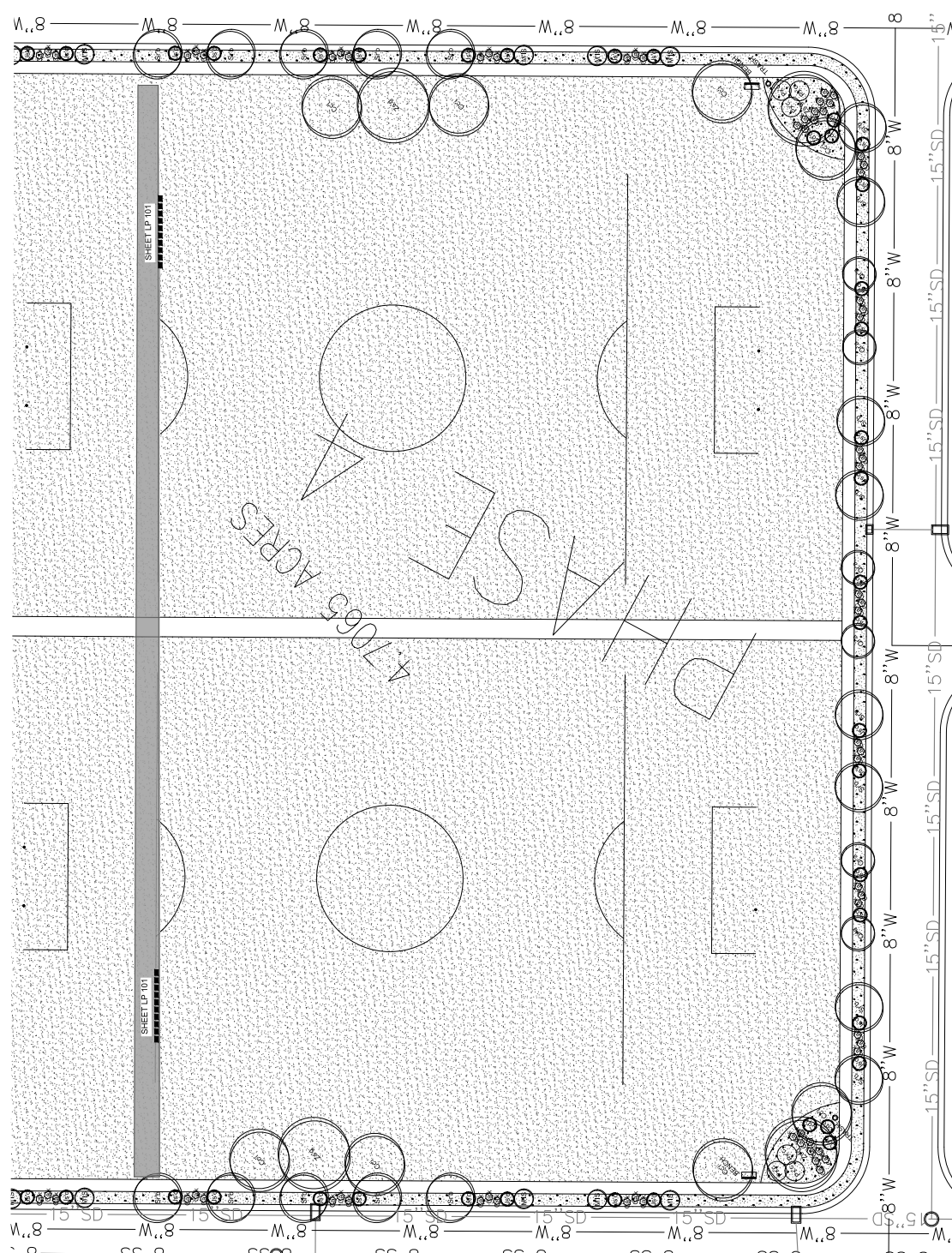
PLANT LEGEND

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SITE MATERIALS LEGEND

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EXCEL
ENGINEERING

KURI OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 735-5014

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

4/12/2022 UIN139

NO.	REVISION	DATE	BY
1	XXXX	XXXX-XX-XX	
2			
3			
4			
5			
6			


BLUE STATES OF UTAH
 1110 NORTH OGDEN CENTER, INC.
 1110 NORTH OGDEN CENTER, SUITE 111
 OGDEN, UT 84401
www.bluestatesofutah.com

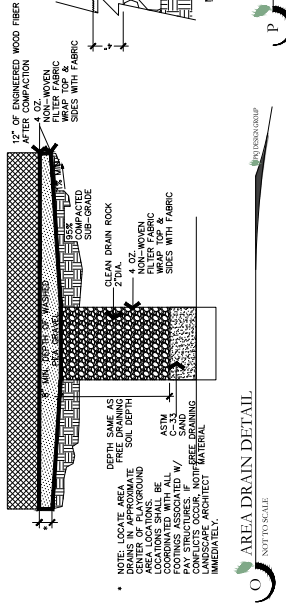

 0' 10' 20' 30' 40' 50' 60'
 GRAPHIC SCALE (1" = 20')


DESIGN GROUP
 3450 N. TRILLIUM BLVD., SUITE 102
 LEHI, UTAH 84043 (801) 960-2688
www.designgroup.com

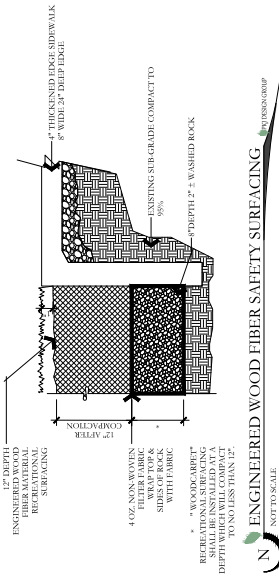


NAME: J.T.A. PROJECT: ACP
 DRAWN BY: J.T.A. PROJECT NO.: JMA
 DATE: 4/12/2012

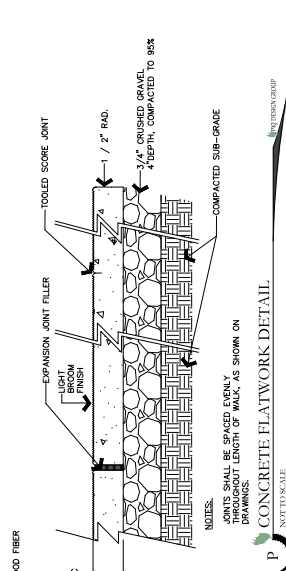
LANDSCAPE PLAN
PRELIMINARY PLANS NOT FOR CONSTRUCTION
LP-102



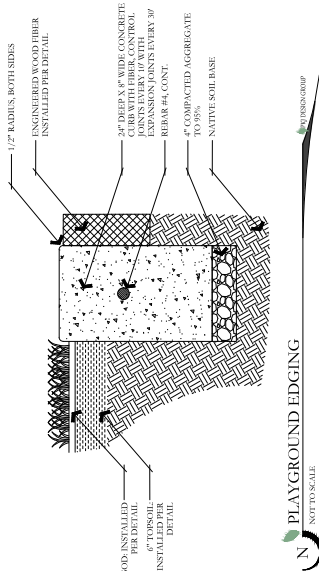
• NOTE: LOCATE AREA DRAIN AS DEPTH SAME AS FREE DRAINING AREA LOCATIONS. COORDINATE WITH ALL FOOTINGS ASSOCIATED W/ COMPLETE COLOR, NOT RE-PAINTING IMMEDIATELY.



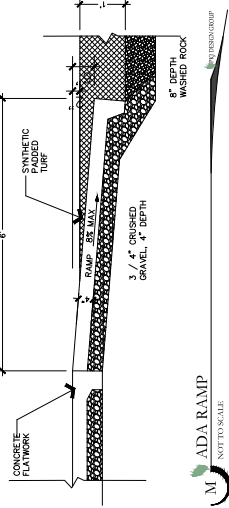
RECREATIONAL SURFACING SHALL BE INSTALLED AT A DEPTH OF NOT LESS THAN 12\"/>



JOINTS SHALL BE SPACED EVENLY AT 8\"/>



1\"/>



ADA RAMP

4/12/2022

UT21139

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH

EAGLE QUEST EAGLE MOUNTAIN, UTAH

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

EXCHIE ENGINEERING
DAVID W. PETERSON, P.E.
3450 N. TRIUMPH BLVD., SUITE 102
LEHI, UTAH 84043 (801) 965-2698
www.pkjdesigngroup.com



LANDSCAPE DETAILS
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-502



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	UTA Park and Ride Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	n/a
APPLICANT:	Eagle Mountain City Carlie Torres, UTA Ryan Kitchen, Horrocks Engineering

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Parks and Open Space Zone: Utility Open Space	9.94 Acres (1.4 being developed)

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation to the City Council respecting the requested Site Plan approval.

BACKGROUND:

The City and Utah Transit Authority are partnering to construct a Park and Ride location along Pony Express Parkway, underneath the power corridor. It will be accessed off of Rock Creek Road, include 56 parking stalls, and feature a signalized crosswalk across Pony Express Parkway.

ITEMS FOR CONSIDERATION:

EMMC 17.100.050 Site plan development standards. The following are standards required for all site plans in any zoning district:

- A. Use of Property -- Complies
- B. Screening Requirements -- Complies
- C. Access Requirements -- Complies
- D. Off-Street Truck Loading Space -- n/a
- E. Utilities -- Complies
- F. Grading and Drainage -- Complies
- G. Dedication of Water Shares -- n/a
- H. Protection of Steep Slopes and Natural Drainages -- n/a

EMMC 17.100.060 Architectural requirements.

- A. Mechanical Equipment -- n/a
- B. Windows -- n/a
- C. Building Lighting -- n/a
- D. Trash Enclosures, Storage Areas, and External Structures -- n/a
- E. Exterior Materials -- n/a

- F. Landscape Guidelines -- Complies
- G. Parking Lot and Street Lighting -- Complies
- H. Enclosed Uses -- n/a
- I. Businesses Moving into Existing Buildings -- n/a
- J. Nuisances -- Complies

EMMC 17.72.030 Site design.

- A. Building Location -- n/a
- B. Commercial Parking Location -- n/a

EMMC 17.55 Off-street Parking -- Complies

PLANNING COMMISSION ACTION/RECOMMENDATION:

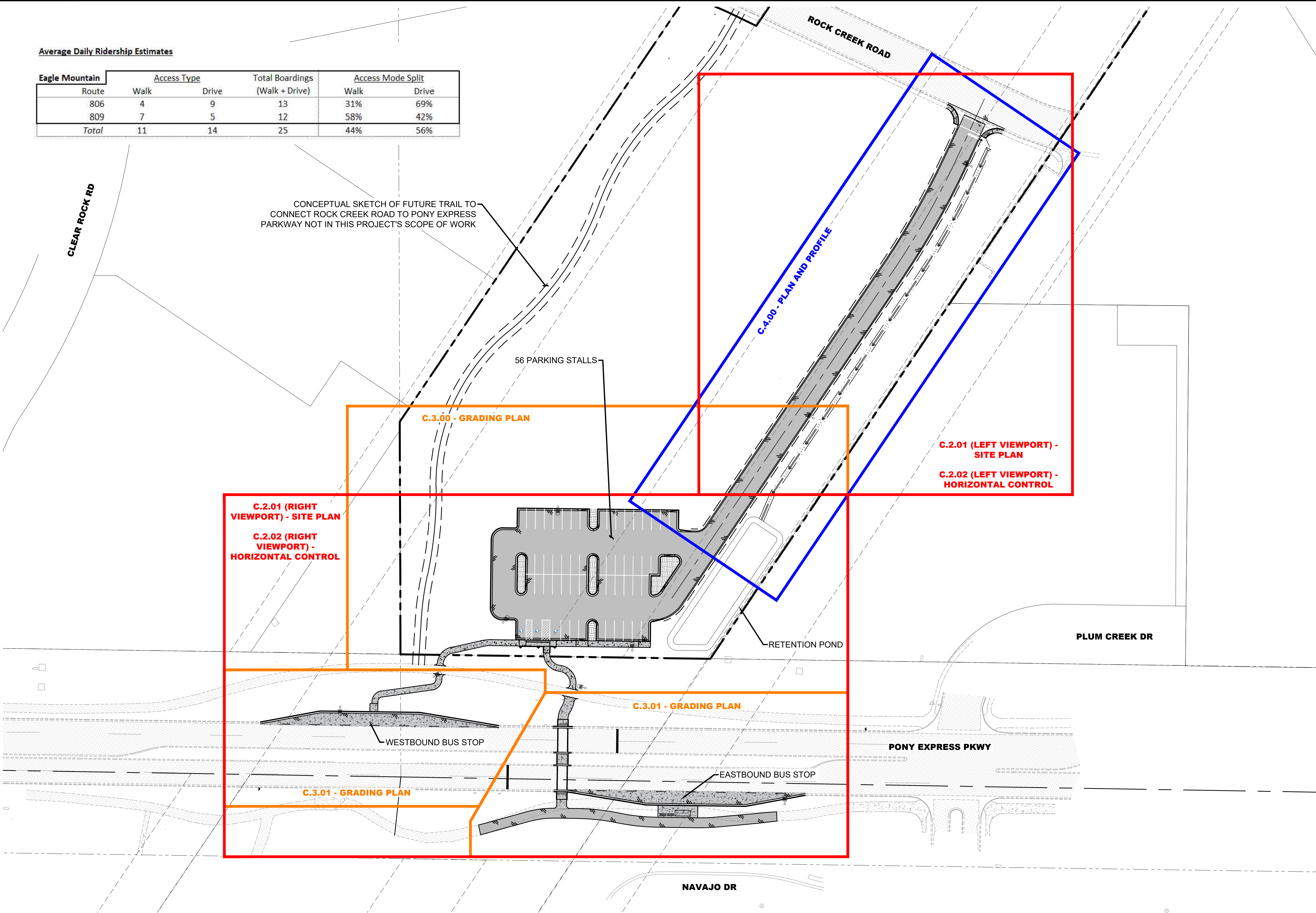
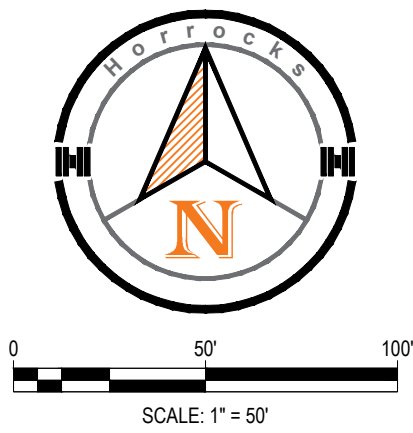
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ATTACHMENTS:

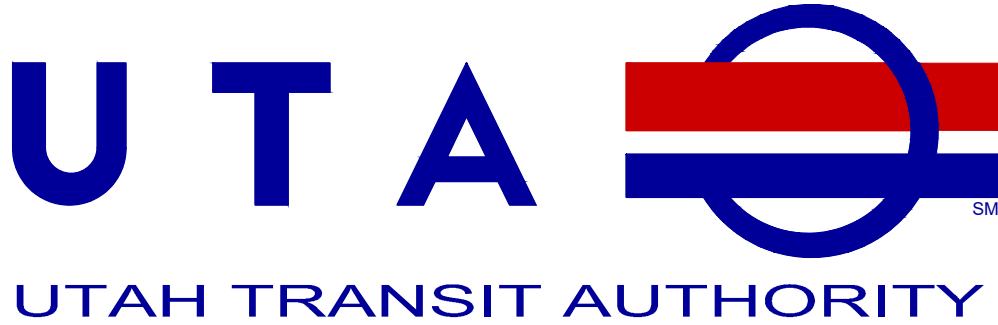
1. Site Plan - UTA Park and Ride
2. Landscape Plan - UTA Park and Ride
3. Maps - UTA Park and Ride

Average Daily Ridership Estimates

Eagle Mountain	Access Type		Total Boardings (Walk + Drive)	Access Mode Split	
	Route	Walk	Drive	Walk	Drive
	806	4	9	31%	69%
	809	7	5	58%	42%
	Total	11	14	44%	56%



REV	DATE	Description
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Designed By:	DS
Drawn By:	DS
Checked By:	RK
Approved By:	TP

UTA PARK AND RIDE FACILITIES

EAGLE MOUNTAIN, UT
OVERALL SITE PLAN
100% DESIGN PACKAGE

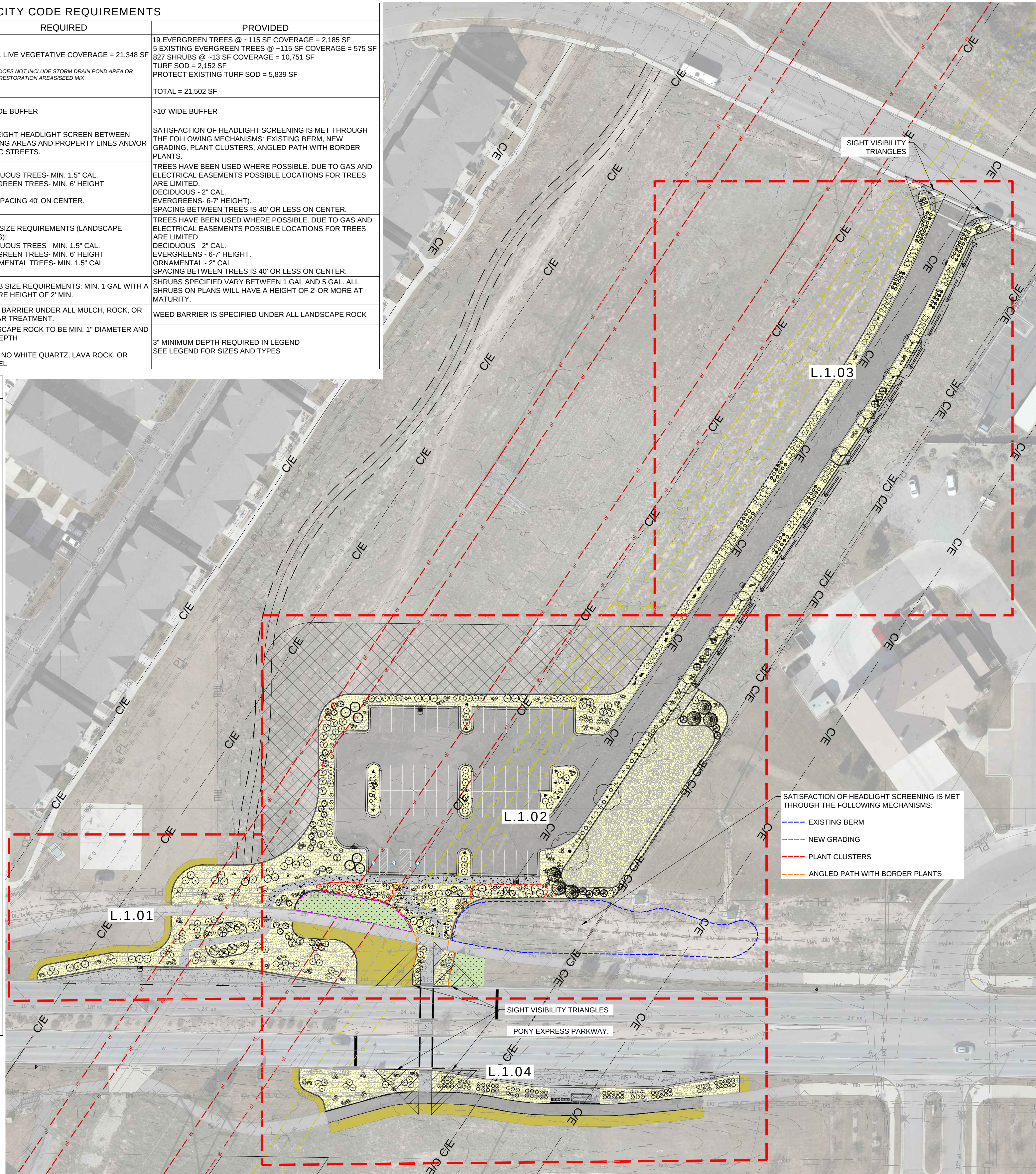
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Submittal Date: 01/24/2025
UTA Contract No.: 23-03780VW
Drawing No.: 5
Sheet No.: **C.2.00**

EAGLE MOUNTAIN CITY CODE REQUIREMENTS			
LANDSCAPE REQUIREMENT	CALCULATION	REQUIRED	PROVIDED
50% LIVE COVERAGE IN LANDSCAPE AREAS (NOT INCLUDING TREE CANOPIES)	TOTAL LANDSCAPE AREA = 42,696 SF *TOTAL DOES NOT INCLUDE STORM DRAIN POND AREA OR NATIVE RESTORATION AREAS/SEED MIX	TOTAL LIVE VEGETATIVE COVERAGE = 21,348 SF *TOTAL DOES NOT INCLUDE STORM DRAIN POND AREA OR NATIVE RESTORATION AREAS/SEED MIX	19 EVERGREEN TREES @ -115 SF COVERAGE = 2,185 SF 5 EXISTING EVERGREEN TREES @ -115 SF COVERAGE = 575 SF 827 SHRUBS @ -13 SF COVERAGE = 10,751 SF TURF SOD = 2,152 SF PROTECT EXISTING TURF SOD = 5,839 SF TOTAL = 21,502 SF
10' WIDE BUFFER BETWEEN PARKING AREAS AND PROPERTY LINES AND/OR PUBLIC STREETS.	NA	10' WIDE BUFFER	>10' WIDE BUFFER
3.5' HEIGHT HEADLIGHT SCREEN REQUIRED IN 10' BUFFER. MAY CONSIST OF A BERM, FENCE, WALL, OR LANDSCAPING.	NA	3.5' HEIGHT HEADLIGHT SCREEN BETWEEN PARKING AREAS AND PROPERTY LINES AND/OR PUBLIC STREETS.	SATISFACTION OF HEADLIGHT SCREENING IS MET THROUGH THE FOLLOWING MECHANISMS: EXISTING BERM, NEW GRADING, PLANT CLUSTERS, ANGLED PATH WITH BORDER PLANTS.
TREE SIZE REQUIREMENTS (BUFFER AREA): DECIDUOUS TREES- MIN. 1.5" CAL. EVERGREEN TREES- MIN. 6" HEIGHT MAX SPACING 40' ON CENTER.	NA	DECIDUOUS TREES- MIN. 1.5" CAL. EVERGREEN TREES- MIN. 6" HEIGHT MAX SPACING 40' ON CENTER.	TREES HAVE BEEN USED WHERE POSSIBLE. DUE TO GAS AND ELECTRICAL EASEMENTS POSSIBLE LOCATIONS FOR TREES ARE LIMITED. DECIDUOUS - 2" CAL. EVERGREENS - 6-7" HEIGHT). SPACING BETWEEN TREES IS 40' OR LESS ON CENTER.
TREE SIZE REQUIREMENTS (LANDSCAPE AREAS): DECIDUOUS TREES - MIN. 1.5" CAL. EVERGREEN TREES- MIN. 6" HEIGHT ORNAMENTAL TREES- MIN. 1.5" CAL.	NA	TREE SIZE REQUIREMENTS (LANDSCAPE AREAS): DECIDUOUS TREES - MIN. 1.5" CAL. EVERGREEN TREES- MIN. 6" HEIGHT ORNAMENTAL TREES- MIN. 1.5" CAL.	TREES HAVE BEEN USED WHERE POSSIBLE. DUE TO GAS AND ELECTRICAL EASEMENTS POSSIBLE LOCATIONS FOR TREES ARE LIMITED. DECIDUOUS - 2" CAL. EVERGREENS - 6-7" HEIGHT. ORNAMENTAL - 2" CAL. SPACING BETWEEN TREES IS 40' OR LESS ON CENTER.
SHRUB SIZE REQUIREMENTS: MIN. 1 GAL WITH A MATURE HEIGHT OF 2' MIN.	NA	SHRUB SIZE REQUIREMENTS: MIN. 1 GAL WITH A MATURE HEIGHT OF 2' MIN.	SHRUBS SPECIFIED VARY BETWEEN 1 GAL AND 5 GAL. ALL SHRUBS ON PLANS WILL HAVE A HEIGHT OF 2' OR MORE AT MATURITY.
WEED BARRIER UNDER ALL MULCH, ROCK, OR SIMILAR TREATMENT.	NA	WEED BARRIER UNDER ALL MULCH, ROCK, OR SIMILAR TREATMENT.	WEED BARRIER IS SPECIFIED UNDER ALL LANDSCAPE ROCK
LANDSCAPE ROCK TO BE MIN. 1" DIAMETER AND A 3" DEPTH. LANDSCAPE ROCK MAY NOT BE THE COLOR OF PAVEMENT- WHITE QUARTZ, LAVA ROCK, AND GRAVEL ARE NOT PERMITTED.	NA	LANDSCAPE ROCK TO BE MIN. 1" DIAMETER AND A 3" DEPTH TYPE- NO WHITE QUARTZ, LAVA ROCK, OR GRAVEL	3" MINIMUM DEPTH REQUIRED IN LEGEND SEE LEGEND FOR SIZES AND TYPES

GENERAL LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
- TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS:
 - PER PLANTING DETAILS IN PLANTER BED AREAS.
 - 4" DEPTH IN ALL TURF SOD AREAS
 - 4" DEPTH IN ALL NEW SEED AREAS.
- EDGING SHALL BE IMPLEMENTED BETWEEN ALL VARYING LANDSCAPE MATERIALS SUCH AS TURF GRASS AND BARK MULCH, BARK MULCH AND ROCK MULCH, TURF GRASS AND BROADCAST SEED, ETC. EXACT TYPE OF EDGING SHALL BE INDICATED ON THE PLANS. IF NO EDGING IS INDICATED ON THE PLANS A 6" X 6" SLIP FORMED, SQUARE CONCRETE CURB SHALL BE USED.
- LANDSCAPE ROCK COLOR AND TYPE TO BE APPROVED BY OWNER. SUBMIT SAMPLES FOR APPROVAL PRIOR TO INSTALLATION. ROCK MATERIAL SHALL BE IMPLEMENTED IN ALL PLANTER BED AREAS INDICATED ON THE PLANS AT THE DEPTHS SPECIFIED IN LANDSCAPE DETAILS.
- INSTALLATION SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL LAWS AND ORDINANCES.
- ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF THE QUALITY AND PERFORMANCE SPECIFIED, AND SHALL MEET THE REQUIREMENTS OF THIS SYSTEM. USE MATERIALS AS SPECIFIED, NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT WRITTEN PERMISSION OF THE OWNER OR LANDSCAPE ARCHITECT
- BASE PLAN & LOCATION OF EXISTING EQUIPMENT ARE SCHEMATIC IN NATURE. FIELD VERIFY ALL BASE & EXISTING ELEMENTS PRIOR TO CONSTRUCTION & PROVIDE NECESSARY ADJUSTMENTS.
- ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. FOLLOWING THE FIRST 24 HOURS ALL PLANTS SHALL BE WATERED ROUTINELY TO ENSURE SURVIVABILITY AND PROMOTE ESTABLISHMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A WATERING SCHEDULE FOR THE OWNER'S REVIEW AND REFERENCE.
- THE CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR ONE-YEAR AFTER DATE OF FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND AVOIDANCE OF ALL UNDERGROUND UTILITIES DURING THE INSTALLATION OF LANDSCAPE AND IRRIGATION ELEMENTS. SHOULD ANY DAMAGE OCCUR TO UNDERGROUND UTILITIES THE CONTRACTOR SHALL REPLACE OR REPAIR THE DAMAGE AT NO ADDITIONAL COST TO THE OWNER.
- PRIOR TO STREET/PUBLIC TREE INSTALLATION, PRUNING (CROWN/ROOT) OR REMOVAL PLEASE HAVE THE CONTRACTED LICENSED CERTIFIED ARBORIST SUBMIT A COMPLETE PUBLIC TREE PERMIT APPLICATION AT LEAST 10 DAYS PRIOR TO WORK BEING PERFORMED FOR THIS PROJECT TO INCLUDE CERTIFIED ARBORIST INFORMATION AND START AND COMPLETION DATES.
- DIMENSIONS SHOWN ON LANDSCAPE PLAN ARE SHOWN FOR REFERENCE AND TO AID IN INSTALLATION. SLIGHT DEVIATIONS (+/-1") FROM THE DIMENSIONS SHOWN ARE ACCEPTABLE AS LONG AS THE OVERALL INTENT OF THE DESIGN IS MAINTAINED.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE REVIEW OF ALL OTHER PROJECT DESIGN DOCUMENTS, UTILITIES, STRUCTURES, OR OTHER ELEMENTS MAY NOT BE DISPLAYED ON THESE SHEETS FOR GRAPHIC CLARITY.
- LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH OTHER TRADES TO ENSURE CONFLICTS BETWEEN OTHER ELEMENTS NOT SHOWN ON THESE SHEETS ARE RESOLVED IN THE FIELD.
- LANDSCAPE CONTRACTOR SHALL BE REQUIRED FOR MAINTENANCE AND WARRANTY OF LANDSCAPE AREAS PER THE PROJECT MAINTENANCE SPECIFICATIONS.
- AREAS IMPACTED BY CONSTRUCTION THAT ARE NOT SHOWN ON THIS SHEET SHALL BE RESTORED TO PRE CONSTRUCTION CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
 - FORMAL LANDSCAPE TO MATCH EXISTING CONDITION
 - NATIVE LANDSCAPE AREAS TO BE RE-VEGETATED WITH SEED MIX AND HECF PER PROJECT SPECIFICATIONS AND DETAILS.



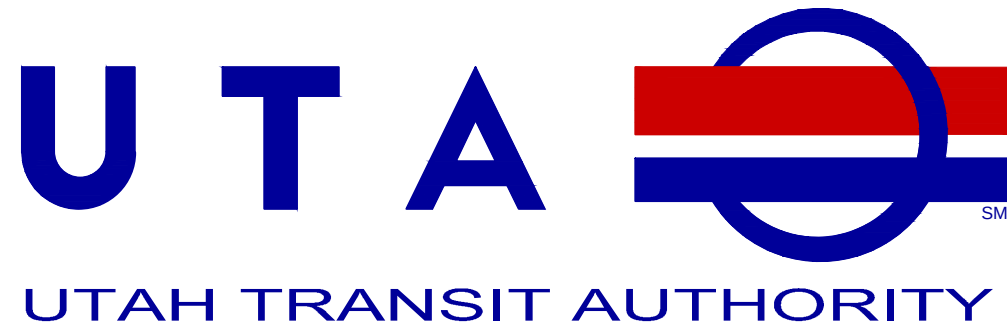
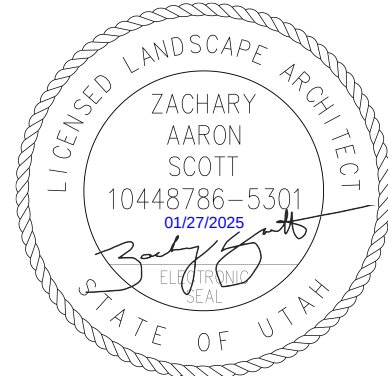
REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	L.1.01	L.1.02	L.1.03	L.1.04
	1	LANDSCAPE ROCK TYPE 1	6,509 SF		6,509 SF		
	2	LANDSCAPE ROCK TYPE 2	5,194 SF	585 SF	1,308 SF	3,301 SF	
	3	LANDSCAPE ROCK TYPE 3	29,519 SF	4,967 SF	17,621 SF	2,505 SF	4,425 SF
	4	NATIVE SEED MIX	2,821 SF		438 SF	2,383 SF	
	5	CONCRETE MOWCURE	2,750 LF				
	6	WEED BARRIER UNDER ALL LANDSCAPE ROCK	41,214 SF	5,552 SF	25,431 SF	5,806 SF	4,425 SF
	7	3-5' LANDSCAPE BOULDER	91	11	61	12	7
	8	PROTECT IN PLACE EXISTING TURF SOD	5,839 SF	975 SF	2,197 SF		2,668 SF
	9	PROTECT IN PLACE EXISTING TREE					
	10	REMOVE AND DISPOSE OF EXISTING TREE					
	11	REPAIR EXISTING LANDSCAPE	285 SF				285 SF

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY	L.1.01	L.1.02	L.1.03	L.1.04
TREES								
	CERCIS CANADENSIS 'VANILLA TWIST'	B & B	2"	6		6		
	PRUNUS X 'SNOWFOUNTAIN'®	B & B	2"	6	6			
CONIFERS								
	PICEA ABIES 'CUPRESSINA'	B & B	6'-7" TALL	6		3	3	
	PICEA PUNGENS 'BAKERI'	B & B	6'-7" TALL	6		6		
	PINUS NIGRA 'ARNOLD SENTINEL'	B & B	6'-7" TALL	7		7		
ORNAMENTAL TREES								
	CERCIS CANADENSIS 'FOREST PANSY'	B & B	2"	8		3	5	
SHADE TREES								
	ACER TRUNCATUM X PLATANOIDES 'WARRENRED'	B & B	2"	2		2		
	GYMNOCLADUS DIOICA 'ESPRESSO'	B & B	2"	1		1		
SYMBOL BOTANICAL / COMMON NAME SIZE QTY L.1.01 L.1.02 L.1.03 L.1.04								
SHRUBS								
	BERBERIS THUNBERGII 'MARIA'	5 GAL		63	6	57		
	BUXUS MICROPHYLLA 'LITTLE MISSY'	5 GAL		48	16	9	23	
	CORNUS STOLONIFERA	5 GAL		44	15	29		
	COTINUS COGGYGRIA 'NCC01'	5 GAL		39		39		
	RHUS AROMATICA 'GRO-LOW'	5 GAL		109	20	77		12
	SALIX PURPUREA 'CANYON BLUE'	5 GAL		22		22		
ANNUALS/PERENNIALS								
	GAILLARDIA X 'ARIZONA RED SHADES'	1 GAL		93		83	10	
	SALVIA AZUREA	1 GAL		82	9	55		18
ORNAMENTAL GRASSES								
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	1 GAL		117		17	100	
	HELICTOTRICHON SEMPERVIRENS	1 GAL		74		14		60
	PENNISETUM ALOPECUROIDES	1 GAL		36		12		24
	SCHIZACHYRIUM SCOPARIUM	1 GAL		100			100	
SYMBOL BOTANICAL / COMMON NAME QTY L.1.01 L.1.02 L.1.03 L.1.04								
GROUND COVERS								
	TURF SOD BIOBLUE			2,152 SF		2,152 SF		

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REV	DATE	Description



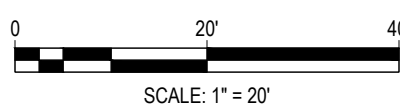
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Approved By:	ZS

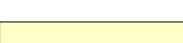
UTA PARK AND RIDE FACILITIES

EAGLE MOUNTAIN, UT

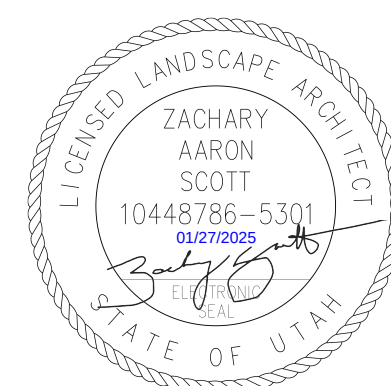
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Submittal Date	01/24/2025
UTA Contract No.:	23-03780VW
Drawing No.:	14
Sheet No.:	L.1.00



REFERENCE NOTES SCHEDULE L.1.01			
SYMBOL	CODE	DESCRIPTION	QTY
	2	LANDSCAPE ROCK TYPE 2	585 SF
	3	LANDSCAPE ROCK TYPE 3	4,967 SF
	5	CONCRETE MOWCURB	320 LF
	6	WEED BARRIER UNDER ALL LANDSCAPE ROCK	5,552 SF
	7	3-5' LANDSCAPE BOULDER	11
	8	PROTECT IN PLACE EXISTING TURF SOD	975 SF

		
		
		
		
		
		
		
REV	DATE	Description

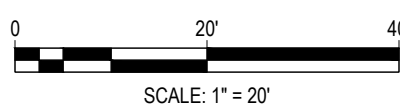


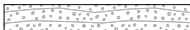
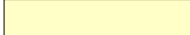
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UTA PARK AND RIDE FACILITIES

EAGLE MOUNTAIN, UT
LANDSCAPE

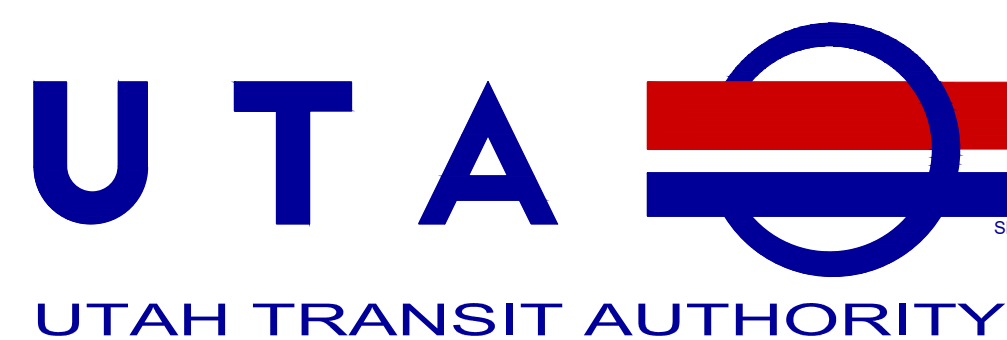
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Drawing No.:	Sheet No.:	
16		L.1.01



REFERENCE NOTES SCHEDULE L 1.02			
SYMBOL	CODE	DESCRIPTION	QTY
	1	LANDSCAPE ROCK TYPE 1	6,509 SF
	2	LANDSCAPE ROCK TYPE 2	1,308 SF
	3	LANDSCAPE ROCK TYPE 3	17,621 SF
	4	NATIVE SEED MIX	438 SF
	5	CONCRETE MOWCURB	1,568 LF
	6	WEED BARRIER UNDER ALL LANDSCAPE ROCK	25,431 SF
	7	3-5' LANDSCAPE BOULDER	61
	8	PROTECT IN PLACE EXISTING TURF SOD	2,197 SF
	9	PROTECT IN PLACE EXISTING TREE	
	10	REMOVE AND DISPOSE OF EXISTING TREE	

AND RIDE FACILITIES EAGLE MOUNTAIN, UT LANDSCAPE ----	Scale:
	CADD Filename:
	Submittal Date
	UTA Contract No.:
	Drawing No.: 17 Sheet No.: 1

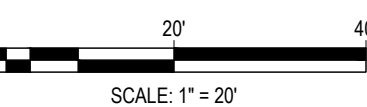
		
		
		
		
		
		
		
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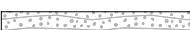
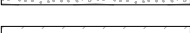
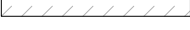


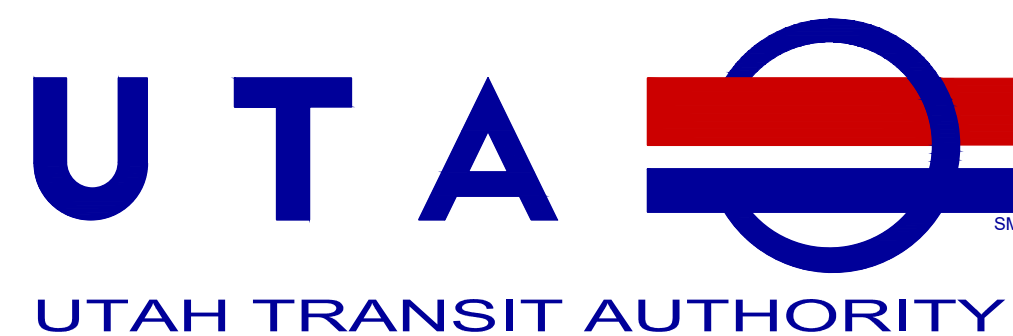
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Approved By:	ZS

UTA PARK AND RIDE FACILITIES

EAGLE MOUNTAIN, UT
LANDSCAPE

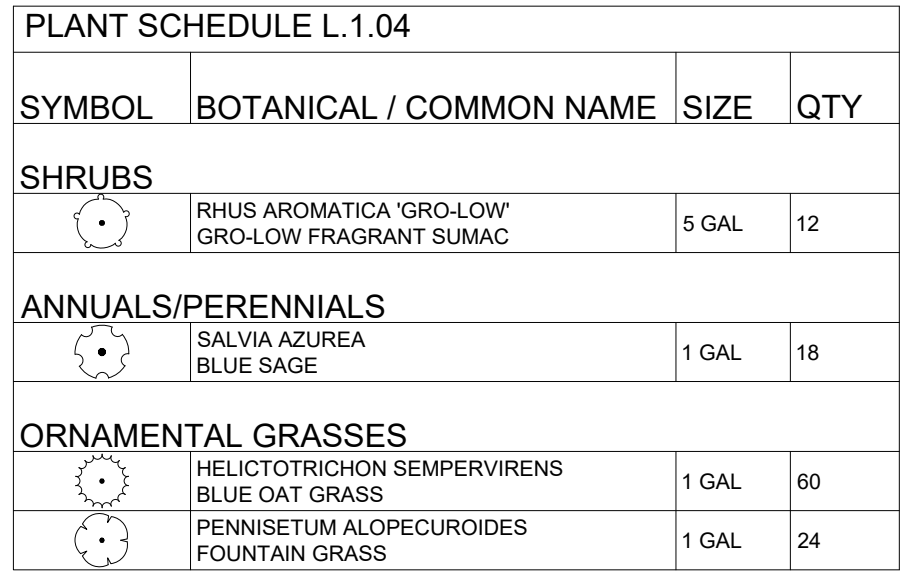
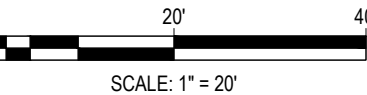


REFERENCE NOTES SCHEDULE L.1.03			
SYMBOL	CODE	DESCRIPTION	QTY
		LANDSCAPE ROCK TYPE 2	3,301 SF
		LANDSCAPE ROCK TYPE 3	2,505 SF
		NATIVE SEED MIX	2,383 SF
		CONCRETE MOWCURB	805 LF
		WEED BARRIER UNDER ALL LANDSCAPE ROCK	5,806 SF
		3-5' LANDSCAPE BOULDER	12

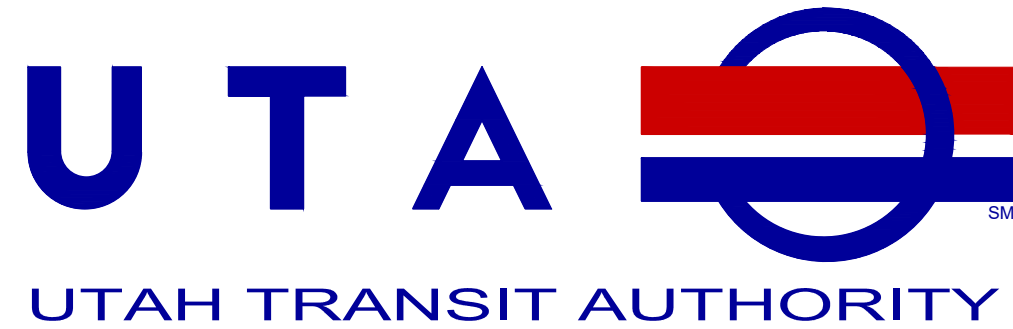


UTA PARK AND RIDE FACILITIES

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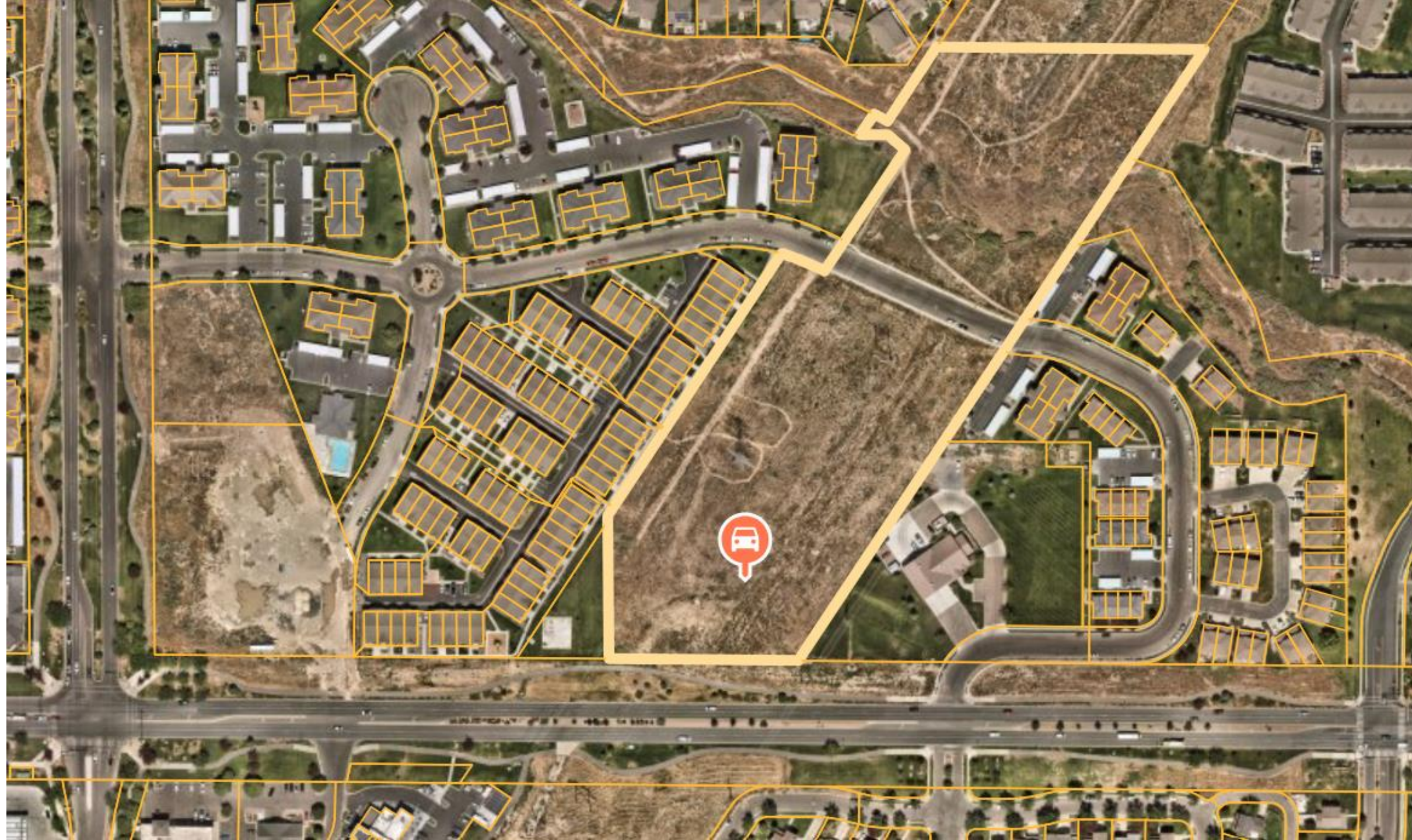
		
		
		
		
		
		
REV	DATE	Description



Designed By:	ZS/MH
Drawn By:	MH
Checked By:	ZS
Approved By:	ZS

EAGLE MOUNTAIN, UT
LANDSCAPE

Scale:		1" = 20'
CADD Filename:		LS-EM.dwg
Submittal Date		01/24/2025
UTA Contract No.:		23-03780VW
Drawing No.:	Sheet No.:	
18	L.1.04	



General Plan Category

LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

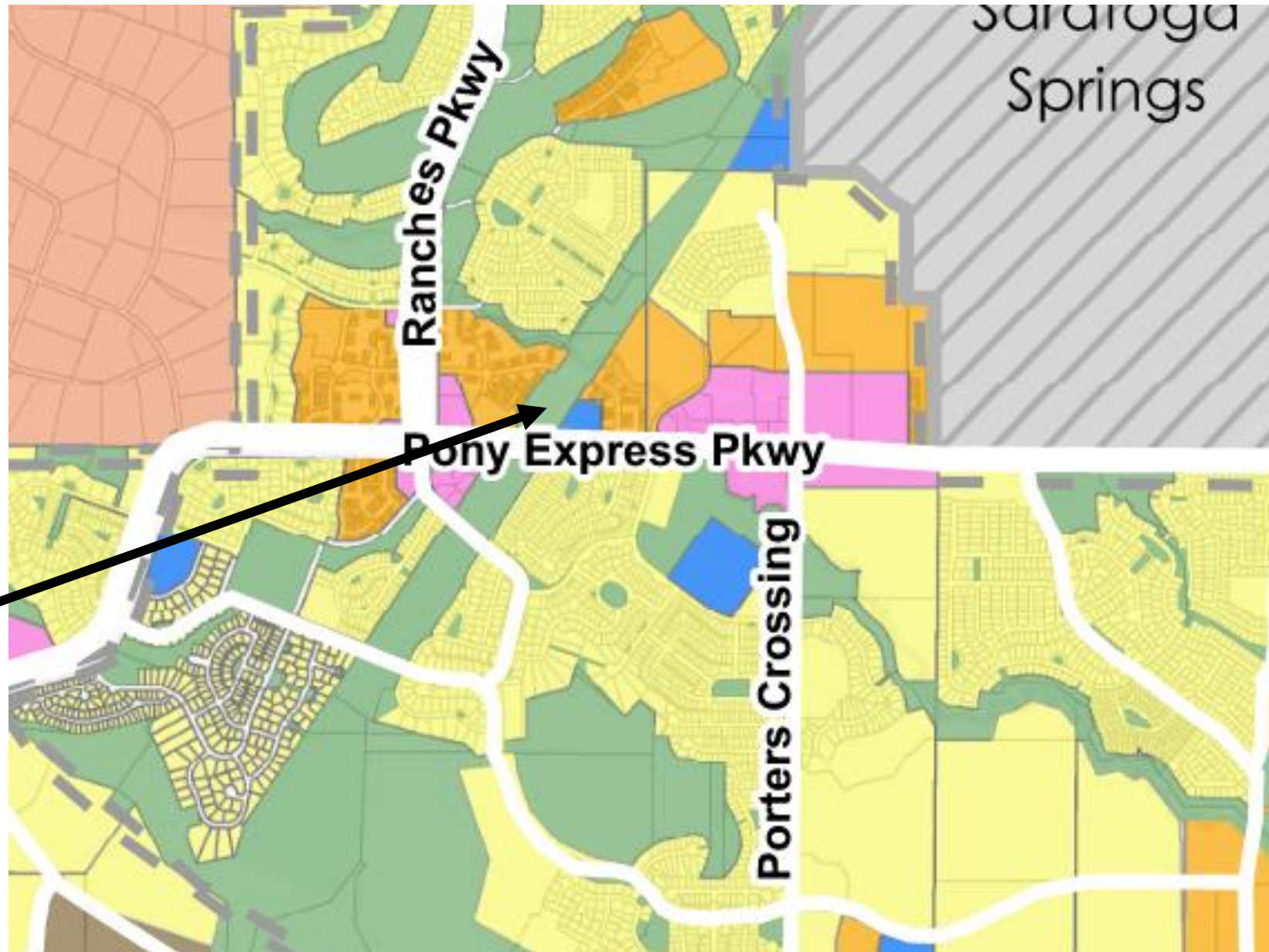
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

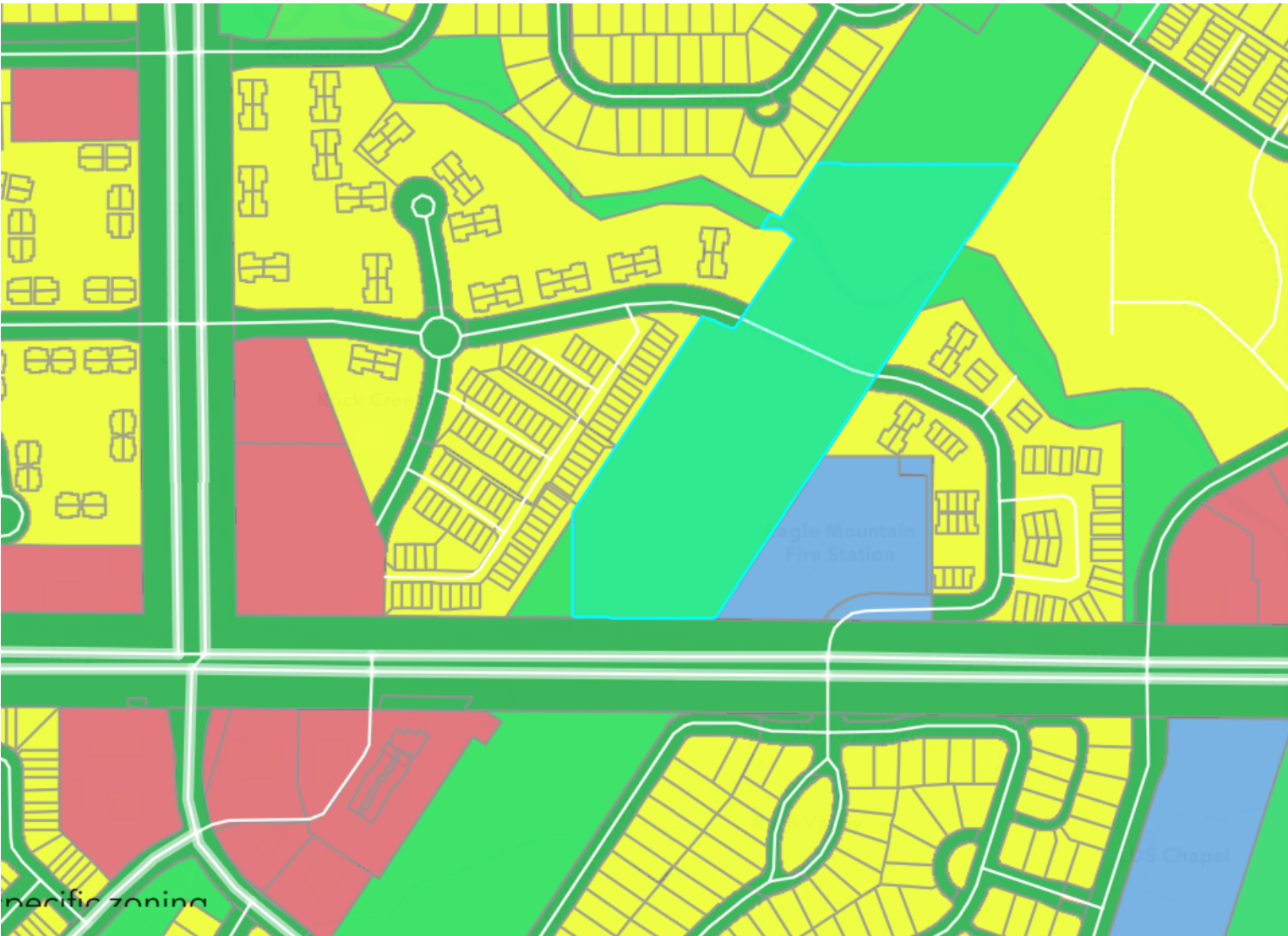
NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

- UDOT Highway/Freeway
- City Road Network - Collector & up



Zoning



🔍 Zoom to

The Ranches Open Space Zone

Current Landuse: Open Space

Specific Zoning: Utility Open Space

Parcel ID: 58:034:0424

Address: 84005

Master Development Agreement: The Ranches

The Ranches master development agreement is expired and no longer applies to the property. Any guarantees included in the agreement, including density or unit types, are not applicable.

The purpose of the open space zones is to preserve and enhance public and private open space, trails, natural areas, and improved park and recreational areas. These areas serve to

📍 Selected features



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 25, 2025**

TITLE:	Master Site Plan - Pinnacles B-3
ITEM TYPE:	Site Plan
FISCAL IMPACT:	n/a
APPLICANT:	Century Communities - Chase Turner representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
see prior report	see prior report

PUBLIC HEARING

No

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

(Re)table until March 11, 2025.

BACKGROUND:

see prior report; A revised Staff report will be prepared and provided for the Planning Commission and public in time for the Commission's March 11 meeting. The report will review the revised plans under construction by the developer's team.

ITEMS FOR CONSIDERATION:

see prior report

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission tabled action on this matter during their preceding meeting until February 25, 2025. Staff and the Applicant have agreed to seek the Planning Commission's approval to open and re-table review until March 11, 2025.

ATTACHMENTS:

None