



EAGLE MOUNTAIN CITY COUNCIL MEETING

November 15, 2022, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B UPDATE - 1st Quarter Budget Status

1.C DISCUSSION - General Plan Future Land Use Map
[Future Land Use Map](#)

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 P.M. POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

- 9.A [AGREEMENT - Amended and Restated Civil Legal Service Agreement between Eagle Mountain City, Utah, and Cohne Kinghorn.](#)
[Amended Civil Legal Services Agreement - 4889-8475-3470 - 1](#)
- 9.B [PURCHASE AGREEMENT - Three 2023 Ford F-250 Trucks, One 2023 Ford F-350 Truck - Ken Garff Ford \(State Contract\)](#)
[Ken Garff Order Confirmation](#)

10. BID AWARDS

- 10.A [Master Facilities Plan Consulting Services - Galloway](#)
[Master Facilities Plan Proposal](#)

11. BOND RELEASES

- 11.A [Antelope Meadows Phase B, Plat 2 - Into Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)
- 11.B [Hidden Hollow Phase C, Plat 1 - Into Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)
- 11.C [Marketplace at Eagle Mountain Town Center - Into Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)
- 11.D [Brylee Farms Phase A, Plat 3 - Out of Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)
- 11.E [Overland Phase B, Plat 2 - Out of Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)
- 11.F [Overland Phase C, Plat 1 - Out of Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)
- 11.G [Overland Trails Plat 3-B - Out of Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)

12. SITE PLANS

- 12.A [SITE PLAN - America First Credit Union](#)
[AFCU Civil](#)
[AFCU Elevations](#)
[AFCU Photometric](#)

13. RESOLUTIONS

- 13.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Library Fees.
[RES--Consolidated Fee Schedule - Library Fees](#)
[EXHIBIT--Consolidated Fee Schedule - Library](#)
[CFS Redlines - Library](#)

SCHEDULED ITEMS

14. ORDINANCE/PUBLIC HEARING

- 14.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving The Village at Porters Crossing Plat 3, Amended Plat.](#)

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed recorded plat amendment to The Village at Porters Crossing, Plat 1 subdivides Lot 3 into four individual lots. Lot 3 currently contains four townhome units, and the newly proposed lots will contain one townhome each. No additional units will be created and density will not be increased.

[ORD--The Village at Porters Crossing Recorded Plat Amendment](#)
[EXHIBIT--The Village at Porters Crossing Recorded Plat Amendment](#)
[Vicinity Map](#)
[The Village at Porters Crossing Plat 1](#)

15. PORTER'S CROSSING TOWN CENTER

- 15.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.](#)

BACKGROUND: *(Presented by Assistant City Administrator/Community Development Director Steve Mumford)* The proposed ordinance amends the Porter's Crossing Town Center Master Development Plan and Future Land Use Map of the General Plan, and rezones the northwestern portion of the project. The development is located north of Pony Express Parkway and along Porter's Crossing Road on Parcels 58:034:0658, 58:034:0661,

58:034:0756, and 58:034:0757.

ORD--Porter's Crossing Town Center General Plan Amendment, Rezone, and Amended Master Development Plan

EXHIBITS--Porter's Crossing Town Center

Traffic Impact Study

Conceptual Land Use Plans

- 15.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Porter's Crossing Town Center Master Development Agreement (MDA).

BACKGROUND: *(Presented by Assistant City Administrator/Community Development Director Steve Mumford)* The proposed resolution is for an Amended and Restated Master Development Agreement for the Porter's Crossing Town Center Project, which is located north of Pony Express Parkway and along Porter's Crossing Road.

RES--Porter's Crossing Town Center MDA - Amended & Restated

Amended & Restated MDA - Porter's Crossing TC

MDA Exhibits 1 & 2

MDA Exhibits 4 & 5

Exhibit 3 - Conceptual Land Use Plans

16. **MOTION**

- 16.A MOTION - Consideration of Waiver of Tax Clearance for the Dedication of Public Open Space.

BACKGROUND: *(Presented by City Recorder Fionnuala Kofoed)* The Evans Ranch Master Development Plan identified parcels 58:040:0442, 58:040:0476, 58:040:0479, 58:040:0512, 58:040:0539, 58:040:0544, 58:040:0546, and 58:040:0547 to be dedicated to Eagle Mountain City as public open space. The developer has requested that the City accept the deeds to transfer ownership of the land and waive the requirement for the payment of property taxes, as per the Master Development Agreement and City policy. The City withheld the dedication of the open space in 2020 as there were maintenance issues with the property and taxes have accrued since that time.

Evans Ranch Parcels Taxes Due

Evans Ranch MDA Approved Parks Plan

Vicinity Map

17. **AGREEMENTS**

- 17.A AGREEMENT - Public Water Supply Agreement Between Eagle Mountain City, Utah and Oquirrh Wood Ranch, LLC.

BACKGROUND: *(Presented by City Administrator Paul Jerome)* The developers of Pole Canyon are seeking a long-term agreement to purchase water for their development through the City's contract with the Central Utah Water Conservancy District (CUWCD). The proposed agreement would entail the City being able to contract with CUWCD for an additional 1,000 acre feet on a new contract as well as a proposed purchase of an additional 3,000 acre feet under the City's existing contract with CUWCD.

[Water Purchase Agreement--Nov. 9 - 4884-0627-8206](#)

18. RESOLUTION

- 18.A [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Vision Statement, Mission Statement, and Strategic Goals.](#)

BACKGROUND: *(Presented by Assistant to the City Administrator/Economic Development Director Evan Berrett)* The proposed Vision Statement, Mission Statement, and Strategic Goals were drafted based upon the City Council's input provided during strategic planning and visioning meetings.

[RES--City Vision Statement, Mission Statement, & Strategic Goals](#)

[EXHIBIT--City Vision Statement, Mission Statement, & Strategic Goals
Strategic Planning Staff Report](#)

19. CITY COUNCIL/MAYOR'S BUSINESS

This time is set aside for the City Council's and Mayor's comments on City business.

20. CITY COUNCIL BOARD LIAISON REPORTS

This time is set aside for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

21. COMMUNICATION ITEMS

- 21.A Financial Report
[2022 September Executive Summary](#)

- 21.B Upcoming Planning Items
[CI--Upcoming Agenda Items](#)

22. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

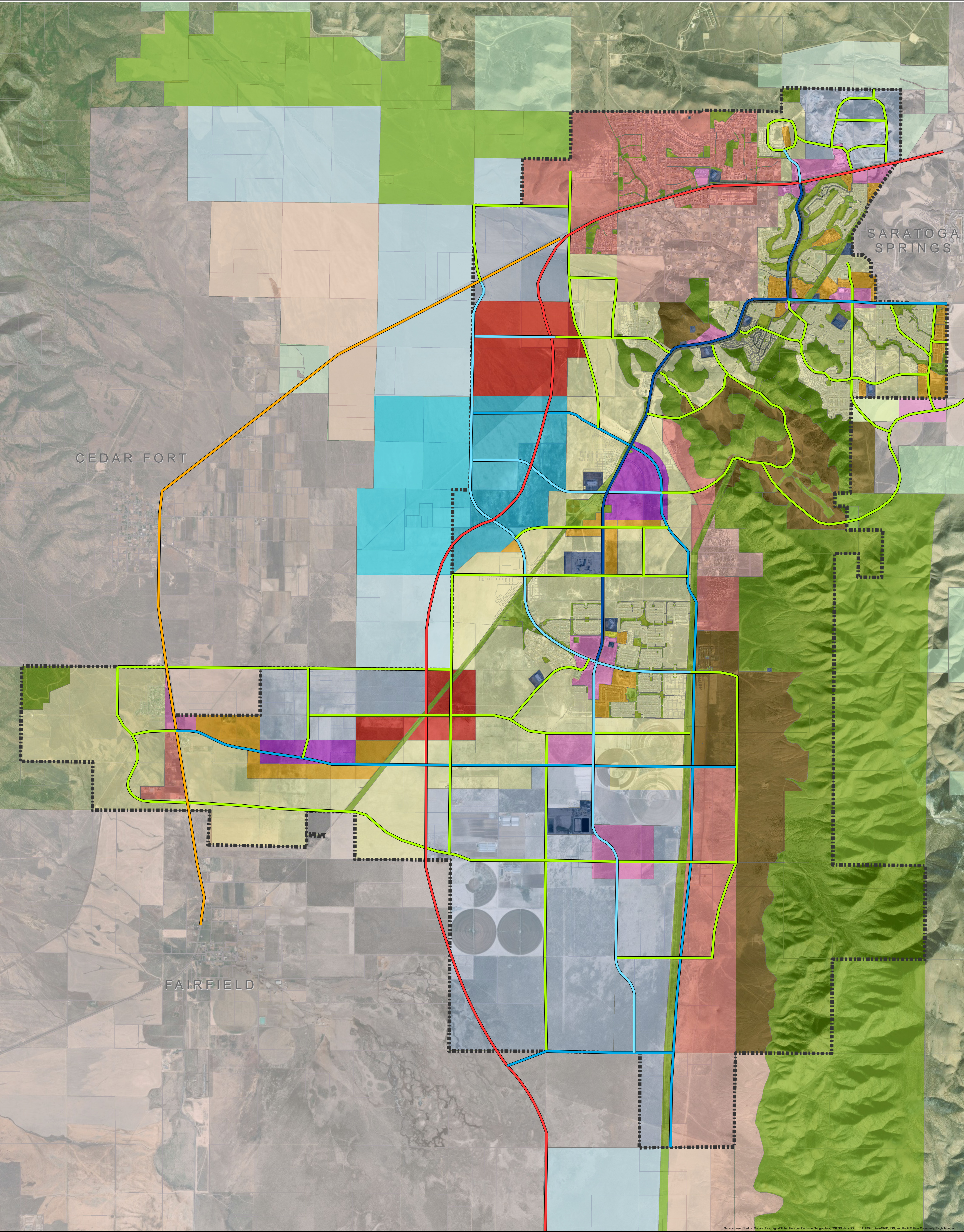
The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 10th day of November, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

Future Land Use & Transportation

General Plan Map

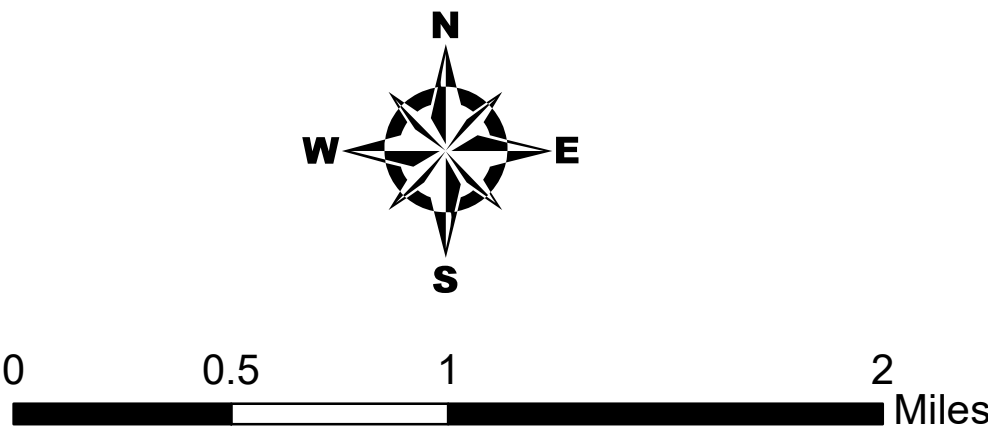
January 2020



- Land Use**

 - Foothill Residential
 - Rural Density One
 - Rural Density Two
 - Neighborhood Residential One
 - Neighborhood Residential Two
 - Neighborhood Residential Three
 - Community Commercial
 - Town Center Mixed Use
 - Regional Commercial
 - Employment Center Campus
 - Business Park/Light Industry
 - Civic Uses and Schools
 - Parks and Open Space
- Future Transportation**

 - Freeway
 - Highway
 - Parkway
 - Major Arterial
 - Minor Arterial
 - Collector



Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties. Inquiries concerning the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	AGREEMENT - Amended and Restated Civil Legal Service Agreement between Eagle Mountain City, Utah, and Cohne Kinghorn.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Admin

PRESENTED BY:

City Administrator Paul Jerome

RECOMMENDATION:

Staff recommends that the City Council approve an Amended and Restated Civil Legal Service Agreement between Eagle Mountain City, Utah, and Cohne Kinghorn.

BACKGROUND:

The proposed amended and restated agreement sets the terms for a civil legal service agreement between Eagle Mountain City and Cohne Kinghorn. Eagle Mountain City is in the process of hiring a new, full-time City Attorney; however, the City desires to continue to have legal services provided by Jeremy Cook until the new City Attorney has been appointed by the Mayor, with the advice and consent of the City Council. Furthermore, the City wishes to continue to employ Cohne Kinghorn, after the new City Attorney begins employment, to assist in the transition of matters and continue work on certain existing and future matters as requested by the City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Amended Civil Legal Services Agreement - 4889-8475-3470 - 1](#)

AMENDED AND RESTATED CIVIL LEGAL SERVICES AGREEMENT

THIS AMENDED AND RESTATED CIVIL LEGAL SERVICES AGREEMENT (this “**Amended Agreement**”) is entered into effect as of November 16, 2022, by and between **EAGLE MOUNTAIN CITY**, a Utah municipality (“**Eagle Mountain**”) and **COHNE KINGHORN**, a Utah professional corporation (“**Cohne Kinghorn**”).

RECITALS:

A. On July 1, 2012, Eagle Mountain City and Parsons Kinghorn Harris, P.C. (now Cohne) entered into the Civil Legal Services Agreement (the “**Agreement**”) pursuant to which Jeremy R. Cook would act as City Attorney for Eagle Mountain and Cohne Kinghorn would provide legal services to Eagle Mountain.

B. Eagle Mountain has or is in the process of hiring a new city attorney who would be a full-time employee of Eagle Mountain.

C. Eagle Mountain desires for Mr. Cook to remain as City Attorney until such time as a new City Attorney is appointed by Eagle Mountain and begins employment with Eagle Mountain.

D. Eagle Mountain desires to continue to employ Cohne Kinghorn after the new City Attorney begins to assist in the transition of matters and continue work on certain existing and future matters as requested by the City.

AGREEMENT:

NOW, THEREFORE, the parties desire to amend and replace in its entirety the Agreement with the following:

1. **Scope of Services to Be Provided.** Cohne Kinghorn agrees to furnish civil legal services as specifically requested by Eagle Mountain and specifically accepted by Cohne Kinghorn during the term of this Agreement.

2. **Fees for Legal Services.** Eagle Mountain shall pay Cohne Kinghorn for services based on hourly rates for legal work. The hourly rates shall be as follows:

A. Jeremy Cook’s hourly rate shall be \$180 per hour until the new City Attorney takes office and \$250.00 per hour after the new City Attorney takes office.

B. Paralegal services shall be billed at a rate of \$90.00 per hour. Paralegal services shall include only services typically performed by paralegals and Cohne Kinghorn shall not charge for regular secretarial services.

C. Partners at Cohne Kinghorn shall bill at such attorney’s regular billing rates unless otherwise agreed to by Eagle Mountain.

3. **Costs and Expenses.** Eagle Mountain shall pay Cohne Kinghorn for expenses incurred by Cohne Kinghorn on behalf of Eagle Mountain, such as long-distance telephone calls, facsimile and telecopier transmissions, printing, postage, messengers, computerized research, and reasonable travel costs and expenses. In charging for such costs and expenses, Cohne Kinghorn shall attempt to recover an amount which reasonably reflects the true cost incurred.

4. **Third Party Expenses.** Eagle Mountain recognizes that Cohne Kinghorn is often required to obtain the services of third-parties to assist in the services performed by Cohne Kinghorn and to pay expenses or fees related to certain activities. These services include such items as title reports, appraisals, expert witnesses, local counsel fees, water right extension fees, court filing fees and runner fees. Cohne Kinghorn shall have authority to engage such services up to \$5,000 without prior written approval of Eagle Mountain. Any services in excess of \$5,000 shall be approved in writing by Eagle Mountain.

5. **Term.** This Agreement may be terminated at any time for any reason by written notice. If Eagle Mountain terminates the Agreement, Eagle Mountain shall immediately pay all past due and owing fees and expenses, together with any additional costs and expenses necessary to transfer documents and information to Eagle Mountain. If Cohne Kinghorn terminates the engagement, Cohne Kinghorn shall take such steps as are reasonably practicable to protect Eagle Mountain's interests in accordance with the Utah Rules of Professional Conduct.

Unless previously terminated, Cohne Kinghorn's representation will terminate upon sending Eagle Mountain a final statement for services. Following such termination, any otherwise nonpublic information supplied to Cohne Kinghorn will be kept confidential in accordance with applicable rules of professional conduct. Upon request, such papers and property will be returned promptly. Cohne Kinghorn's own files, including lawyer work product pertaining to the matter, will be retained by Cohne Kinghorn. All such documents retained by Cohne Kinghorn will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Cohne Kinghorn reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Cohne Kinghorn within a reasonable time after the termination of the engagement and without notice to Eagle Mountain.

6. **Billing and Payment.** Cohne Kinghorn shall provide a statement each month which will describe all of the services completed for that month, the fees for those services, and expenses incurred by Cohne Kinghorn on behalf of Eagle Mountain. Statements shall be due upon receipt and are considered past due if not paid within 30 days after receipt.

7. **Malpractice Insurance.** Cohne Kinghorn shall maintain professional liability insurance covering the acts and omissions of Attorney and Cohne Kinghorn in the performance of their professional duties.

8. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Eagle Mountain: Attention: Fionnuala B. Kofoed, City Recorder
 1680 Heritage Drive
 Eagle Mountain, UT 84005

Cohne Kinghorn: Jeremy R. Cook
 111 E. Broadway, 11th Floor
 Salt Lake City, Utah 84111

9. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

10. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

11. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

12. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

13. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

14. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, City Recorder

COHNE KINGHORN, P.C.

By: _____
Jeremy R. Cook, Vice President



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	PURCHASE AGREEMENT - Three 2023 Ford F-250 Trucks, One 2023 Ford F-350 Truck - Ken Garff Ford (State Contract)		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$239,909.27 in the Fleet Fund, GL 54-45-54000-7421		
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Jeff Weber, Admin

PRESENTED BY:

Jeff Weber

RECOMMENDATION:

Staff recommends the City Council approve the purchase of three 2023 Ford F-250 trucks and one 2023 Ford F-350 from Ken Garff Ford in the amount of \$239,909.27.

BACKGROUND:

The one F-350 will replace vehicle #84 in the Water Department. The three F-250's are being purchased for new staff in the Parks Department. The vehicles are being purchased under the State contract and the funds were approved in the FY 2023 budget.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Ken Garff Order Confirmation](#)

CNGP530

VEHICLE ORDER CONFIRMATION

11/02/22 17:36:48

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Dealer: F56557

Page: 1 of 2

2023 F-SERIES SD

Order No: Q001 Priority: A2 Ord FIN: QS050 Order Type: 5B Price Level: 315

Ord PEP: 600A Cust/Flt Name: EAGLE MT PO Number:

RETAIL

RETAIL

W2B F250 4X4 CREW/C \$50770

FRT LICENSE BKT NC

176" WHEELBASE

18B PLAT RUNNING BD 445

Z1 OXFORD WHITE

10000# GVWR PKG

1 CLTH 40/20/40 315

425 50 STATE EMISS NC

S MED DARK SLATE

43C 120V/400W OUTLT 175

600A PREF EQUIP PKG

JACK

.XL TRIM

66S UPFITTER SWCH 165

572 .AIR CONDITIONER NC

67D 190/250 AMP ALT NC

.AMFM/MP3/CLK

99T 6.7L V8 DIESEL 9995

TOTAL BASE AND OPTIONS 63810

44G 10-SPD AUTOMATC NC

TOTAL 63810

TD8 .LT245 BSW AS 17

THIS IS NOT AN INVOICE

X31 3.31 REG AXLE NC

* MORE ORDER INFO NEXT PAGE *

JOB #1 BUILD

F8=Next

FLEET SPCL ADJ NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC08254

2023 F250 CREW 6.7

V1DP0158

2,6

\$ 59323.94

MSRP

\$163810

State Rebate

\$46347

State Fee

\$147.94

Fuel

Other

Quote

\$59323.94

Customer

EAGLE MT.

Ken Carl
Ford

American Fork

Phone: 801-763-8000

Cell: 201-362-4101

Fax: 801-763-0105

jimo@longhorn.com

507 East 100 North

American Fork, UT 84003

www.ford.com

CNGP530

VEHICLE ORDER CONFIRMATION

11/02/22 17:36:33

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Dealer: F56557

2023 F-SERIES SD

Page: 2 of 2

Order No: Q001 Priority: A2 Ord FIN: QS050 Order Type: 5B Price Level: 315

Ord PEP: 600A Cust/Flt Name: EAGLE MT PO Number:

RETAIL

RETAIL

76C EX BACKUP ALARM \$150

86M DUAL BATTERY NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1795

TOTAL BASE AND OPTIONS 63810

TOTAL 63810

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F1=Help

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F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08254

V1DP0158

2,6

CNGP530
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VEHICLE ORDER CONFIRMATION

11/02/22 17:29:51
Dealer: F56557
Page: 1 of 2

Order No: Q001 Priority: A2 Ord FIN: QS050 Order Type: 5B Price Level: 315
Ord PEP: 640A Cust/Flt Name: EAGLE MT PO Number:

RETAIL

RETAIL

W3H	F350 4X4 CRW CC \$53720	18B	PLAT RUNNING BD	\$445
	179" WHEELBASE		14000# GVWR PKG	
Z1	OXFORD WHITE	425	50 STATE EMISS	NC
1	CLTH 40/20/40 315	43C	120V/400W OUTLT	175
S	MED DARK SLATE		JOB #1 BUILD	
640A	PREF EQUIP PKG	65Z	AFT AXLE TANK	NC
	.XL TRIM	67A	332 AMP ALTRNTR	100
572	.AIR CONDITIONER NC	76C	EX BACKUP ALARM	150
	.AMFM/MP3/CLK			
99T	6.7L V8 DIESEL 9995		TOTAL BASE AND OPTIONS	66695
44G	10-SPD AUTOMATC NC		TOTAL	66695
TD8	.LT245 BSW AS 17 NC		*THIS IS NOT AN INVOICE*	
X37	3.73 REG AXLE NC		* MORE ORDER INFO NEXT PAGE *	
	FLEET SPCL ADJ NC		F8=Next	
	FRT LICENSE BKT NC			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC08254

2023 F350 CREW CC

V1DP0158

2,6

#61937 45

MSRP	#66695
State Rebate	LA 49127
State Fee	\$154 45
Fuel	
Other	
Quote	#61937 45
Customer	Eagle mt.

Ken Garff
Ford American Fork

Phone: 801-723-0800
Cell: 801-368-1251
Fax: 801-723-0235
jmc@kennga.ford.com

JIM MURPHY
CONTRACT FLEET MANAGER

507 East 1000 South
American Fork, UT 84003
801-723-0235

CNGP530

VEHICLE ORDER CONFIRMATION

11/02/22 17:29:47

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Dealer: F56557

2023 F-SERIES SD

Page: 2 of 2

Order No: Q001 Priority: A2 Ord FIN: QS050 Order Type: 5B Price Level: 315

Ord PEP: 640A Cust/Flt Name: EAGLE MT PO Number:

RETAIL

RETAIL

86M DUAL BATTERY NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1795

TOTAL BASE AND OPTIONS 66695

TOTAL 66695

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC08254

V1DP0158

2,6



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	Master Facilities Plan Consulting Services - Galloway		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$44,000 in the Facilities Fund, GL 10-19-41950-4531		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Jeff Weber, Public Works

PRESENTED BY:

Jeff Weber

RECOMMENDATION:

Staff recommends that the City Council approve the bid award to Galloway in the amount of \$44,000 and authorize the Mayor to sign the contract.

BACKGROUND:

The objective of the Master Facilities Plan is to envision the needs of the City relative to the facilities necessary to provide adequate service to the City's residents and businesses. Ideally, the final report will make recommendations identifying the needs at build out for the various City departments to accommodate needed office space in addition to maintenance, storage, and fleet facilities.

Two bids for Consulting Services for the Master Facilities Plan were received. The first bid from Galloway was \$44,000.00; and the second bid from MSR Design was \$106,000.00.

The City budgeted \$20,000.00 for this plan. If approved, the City Council will need to approve a future budget amendment in the amount of \$24,000 for the consulting services.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Master Facilities Plan Proposal](#)

EAGLE MOUNTAIN CITY

Master Facilities Plan Consulting Services

Request for Fee Proposal

September 6, 2022



577 S 200 E
Salt Lake City, UT 84111
801.533.2100
GallowayUS.com

SECTION ONE

Fee Proposal

	Hourly Rate	Hours	Task Cost	Comments
Organizational/Kick-off Meeting/Preparation and Follow-up				
	\$ 170.00 /Hr.	3.00 Hr.	\$ 510.00	Project Manager/Project Engineer
	\$ 160.00 /Hr.	2.00 Hr.	\$ 320.00	PIC/QC
	\$ 120.00 /Hr.	5.00 Hr.	\$ 600.00	Space Planning/Programmer
Information Gathering/Existing Facility Tours				
	\$ 170.00 /Hr.	6.00 Hr.	\$ 1,020.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	6.00 Hr.	\$ 720.00	Space Planning/Programmer
	\$ 165.00 /Hr.	4.00 Hr.	\$ 660.00	Landscape Architect/Planner
Individual Department Space Needs Interviews				
	\$ 170.00 /Hr.	6.00 Hr.	\$ 1,020.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	6.00 Hr.	\$ 720.00	Space Planning/Programmer
Assemble Space Needs Summary/Adjacency Diagrams				
	\$ 170.00 /Hr.	8.00 Hr.	\$ 1,360.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	16.00 Hr.	\$ 1,920.00	Space Planning/Programmer
	\$ 160.00 /Hr.	4.00 Hr.	\$ 640.00	PIC/QC
	\$ 165.00 /Hr.	4.00 Hr.	\$ 660.00	Landscape Architect/Planning
Optional Model Facility Tours - Not Included in Base Fee				
	\$ 170.00 /Hr.	8.00 Hr.	\$ 1,360.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	8.00 Hr.	\$ 960.00	Space Planning/Programmer
Space Needs Assessment Workshop				
	\$ 170.00 /Hr.	8.00 Hr.	\$ 1,360.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	12.00 Hr.	\$ 1,440.00	Space Planning/Programmer
Update Space Needs Summaries/Adjacency Diagrams				
	\$ 170.00 /Hr.	6.00 Hr.	\$ 1,020.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	12.00 Hr.	\$ 1,440.00	Space Planning/Programmer
	\$ 160.00 /Hr.	4.00 Hr.	\$ 640.00	PIC/QC
	\$ 110.00 /Hr.	8.00 Hr.	\$ 880.00	Production/Graphics
	\$ 160.00 /Hr.	4.00 Hr.	\$ 640.00	Landscape Architect/Planner
Space Needs Assessment Workshop				
	\$ 170.00 /Hr.	8.00 Hr.	\$ 1,360.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	12.00 Hr.	\$ 1,440.00	Space Planning/Programmer
City Council Presentation(3)				
	\$ 170.00 /Hr.	4.00 Hr.	\$ 680.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	4.00 Hr.	\$ 480.00	Space Planning/Programmer
Assemble Draft City Master Facilities Plan				
	\$ 170.00 /Hr.	6.00 Hr.	\$ 1,020.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	12.00 Hr.	\$ 1,440.00	Space Planning/Programmer
	\$ 110.00 /Hr.	8.00 Hr.	\$ 880.00	Production/ Graphics
	\$ 160.00 /Hr.	2.00 Hr.	\$ 320.00	PIC/QC
City Review of Draft Master Facilities Plan				
Finalize and Deliver City Master Facilities Plan				
	\$ 170.00 /Hr.	2.00 Hr.	\$ 340.00	Project Manager/Project Engineer
	\$ 120.00 /Hr.	8.00 Hr.	\$ 960.00	Space Planning/Programmer
	\$ 110.00 /Hr.	4.00 Hr.	\$ 440.00	Production/Graphics
	\$ 160.00 /Hr.	2.00 Hr.	\$ 320.00	Landscape Architect/Planner
Additional Engineering Consultant Expenses				
AE2A Civil Engineers			\$ 6,000.00	
BHB Structural Engineers			\$ 2,500.00	
VBFA Mechanical Engineers			\$ 2,500.00	
Envision Electrical Engineers			\$ 2,500.00	
Construction Control Cost Estimating			\$ 3,000.00	\$ 16,500.00
Direct Expenses - Mileage			\$ 250.00	
Total Proposed Not-to-Exceed Fee			\$ 44,000.00	

EAGLE MOUNTAIN CITY

Master Facilities Plan Consulting Services

Request for Proposal

September 6, 2022



577 S 200 E
Salt Lake City, UT 84111
801.533.2100
GallowayUS.com

September 6, 2022

Eagle Mountain City
Jeff Weber, Facilities Manager
1650 East Stage Coach Run
Eagle Mountain, UT 84005

RE: Request for Proposal for Eagle Mountain Master Facilities Plan Consulting Services

Dear Mr. Weber,

Eagle Mountain's (the City) beautiful lake-front location is an idyllic location to enjoy the best of Utah. The tight-knit community is committed to "Eagle Mountain: A sustainable, beautiful, and innovative place to live, work, and play," which is an essential vision for all the City services and priorities. With this in mind, Galloway & Company, Inc. (Galloway) submits our qualifications. We are committed to helping communities plan and create municipal facilities that are enduring, sustainable, fiscally responsible, fit the context of the City, and are operationally functional. In our role assessing the space needs and facility master plan, we will leverage our knowledge and experience when evaluating your current facilities and future needs for functional and operational limitations while also engaging with the City as a trusted advisor.

Galloway is a full-service, multidisciplinary company with 40 years of experience serving Utah communities. In 2021, Galloway acquired JRCA Architects to expand their local presence and knowledge further. We view this project as an opportunity to utilize Galloway's extensive municipal building experience to serve the City and fellow Utah citizens. With employees in four offices across Utah, we are committed to supporting the communities in which we live and work.

The Galloway team offers City the following benefits:

Local Familiarity: Our proposed architectural design team and our subconsultants have worked in the City on municipal facility design. We are acutely aware of the challenges faced by City and its responsibilities to plan for a growing population and maintaining its community's values. We will be available to help guide the City administration and stakeholders through the project from project kickoff through study completion.

Full-Spectrum Approach™: Our comprehensive team works closely with each other, enabling us to assess every project from the viewpoint of multiple disciplines and then provide proactive ideas and solutions. The combined knowledge of all our disciplines results in more purposeful projects that align with your timeline and captures your vision.

Extensive Experience: Over the last 40 years, we have made municipal services buildings one of our main specialties. The design team has unparalleled experience with designing administrative and public service buildings, city halls, and various other facilities across the state, including Midvale City Facilities Master Plan, Beaver City Municipal Facilities Master Plan, Mapleton City Facilities Master Plan, Bluffdale City Municipal Facilities Needs Assessment and Master Plan, and Perry City Municipal Facilities Master Plan.

Helping communities identify and create a feeling of ownership and transparency through a public process is one of our strong suits. Our approach allows City administration and stakeholders to find the values that resonate with them and craft facilities that respond to those ideals. We utilize a series of guided workshops and interviews to allow the City administration and stakeholders to gather, discuss, and explore proposed alternatives for space utilization and design of the facility.

We look forward to the opportunity to provide City with the same services that keep our clients coming back: honesty, transparency, high-quality designs, and dedication to our craft. Our team has reviewed the project schedule and believe it is feasible with the scope outlined in the RFP document. Don't hesitate to contact me with any questions you may have.

Best regards,

GALLOWAY



Jim Child, AIA, NCARB, LEED AP

PRINCIPAL | REGIONAL ARCHITECTURAL TEAM MANAGER | JimChild@GallowayUS.com

Firm Capabilities

Galloway is a full-service, multidisciplinary firm. From comprehensive architectural design, survey, land planning, and engineering, Galloway is there every step of the way to ensure your project's success.

Galloway's Full-Spectrum Approach is a holistic project view that always keeps the bigger picture in mind, creating superior project solutions for our clients. Our team brings a multidisciplinary mindset to every project: our daily interaction and coordination among internal disciplines keeps our staff mindful of the bigger picture and the integration of all project disciplines and phases, no matter our role.

We create collaborative value through insights and proactive suggestions aligned with our clients' goals and success.

In Galloway's 40-year history, we have worked extensively in Utah. With locations in Farmington, Salt Lake City, Pleasant Grove, and St. George, our team members have lived and worked in Utah throughout their careers. They offer a deep understanding of regional history and processes and have established relationships within local communities.

Galloway recognizes that every project is a direct reflection of the client, from functional requirements and desired image to production and implementation of a design, so we listen carefully to your vision and provide the highest quality services that best meet your needs. Our talented and dedicated staff has successfully completed thousands of projects and earned a reputation for exceptional client commitment. We provide a superior level of service that reflects our dedication to timely and cost-effective projects, benefits our clients, and serves the development needs of the community.

At Galloway, we blend knowledge, experience, and creative thinking to offer municipalities, counties, and private sector clients deep experience in municipal planning, new construction, major remodels and additions, and reuse and renovation of existing structures for community, public services, healthcare, office, multifamily, public, retail, commercial, and mixed-use projects.

The City's project success is our number one priority, and we actively manage staffing and subconsultants to meet project schedules. Our commitments during the time frame of the City's project is anticipated to be such that the team will be readily available to support the project's needs. However, should the need arise, our team's structure is designed to adjust commitments amongst team members, helping to ensure the designated staff is available to the City.

AT A GLANCE

40

Years
of Experience

Denver Headquarters

8

Regional Offices

Licensed in

49

States

275

Professionals
Working Towards
Your Goal

Experience and Expertise

Galloway's team has developed an extensive portfolio of municipal facility planning and design throughout Utah. We have provided details for a few of the dozens of municipal building planning projects completed in Utah.



St. George City Municipal Facilities Master Plan

ST. GEORGE, UT

The St. George area is among the fastest growing metropolitan areas in the west, and the increased demand for services has placed a strain on the City's existing municipal buildings. In response to limited available land and conservative community values, Galloway (as JRCA Architects) has focused on solutions that would maximize the use of existing facilities, phased development to allow continued operations, and encouraged multi-use facilities, all while improving response to the citizens by creating a consolidated information service center.

The study addressed the current and future needs of the departments, including:

- City Administration
- Legal Services
- Administrative Services
- Human Resources
- Development Services
- Engineering/Public Works
- Leisure Services
- Information Technology
- Police Department

Completion

2018

Services

Existing Facility Review
Site Evaluation and Planning
Master Planning

Project Team Members

Jim Child - Principal/Project Architect



Kaysville City Municipal Facilities Master Plan

KAYSVILLE, UT

Galloway (as JRCA Architects) was commissioned to assist Kaysville City staff and the City Council with developing a comprehensive assessment of the City's current and future facilities needs and evaluation of existing facilities. The scope of the facilities master plan consisted of:

- Development of a space needs assessment to verify current and future facilities needs
- Review of the existing facilities conditions and current and future space needs
- Review of the fire and medical emergency facilities
- Conducted a conceptional design study for the city hall remodel and building expansion
- Conducted a library master plan for future renovations

The information gathered from the assessments was then used in master planning workshops and community visioning sessions to create an overall development plan outlining facilities priorities and costs. The master plan addressed the following facilities:

- City Hall
- Recreation Center
- Former County Library Building
- Public Safety Building
- Public Works Facilities
- Power Company Facilities
- Fire Department Coverage and Response Analysis
- Municipal Block Parking Study

Completion

2014

Services

Existing Facility Review
Site Evaluation and Planning
Master Planning

Project Team Members

Jim Child - Principal
Scott Holmes - Project Manager
Annette Coleman - Interior Designer



Draper City Hall Facilities Needs Analysis & Master Plan

DRAPER, UT

Draper City continues to grow, and so do the staffing needs of the City. With the recent move of departments and staffing increase, the current facility is not addressing the current and future operational needs. Galloway was selected to provide a study to identify and recommend the building systems, features, and improvements. Upon the completion of the analysis, a recommendation to move forward with three different options, a renovation, an addition, or total replacement will be provided to the City along with cost associated with each option.

We have worked with the City in a series of guided workshops and interviews to allow City staff, elected officials, and stakeholders to gather, discuss, and explore proposed alternatives for space. We evaluated like facilities in model facilities tours as part of our pre-design process. These tours helped display many concepts and services that address various ideas and approaches which can be adapted for Draper City Hall. We also engaged our various subconsultants in analyzing the existing conditions of the city hall to assess existing systems and capacities and recommend upgrades or remodels, if necessary.

The study addressed the current and future needs of the departments, including:

- City Administration Services
- Finance
- Engineering
- Human Resources
- Community Development
- Information Technology
- Passports
- Justice Court
- Legal
- Facilities

Estimated Completion

Winter 2022

Services

Existing Facility Review
Space Needs Assessment
Site Evaluation and Planning
Master Planning

Project Team Members

Jim Child - Principal
Scott Holmes- Quality Assurance/Quality Control
Kris Larson- Cost Estimating

SECTION THREE

Insurance

Client#: 1085069

GALLOCOM1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: Brenda K. Star PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: kathy.star@usi.com															
INSURED Galloway & Company, Inc. 5500 Greenwood Plaza Blvd., Suite 200 Greenwood Village, CO 80111		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : Hartford Accident and Indemnity Co</td> <td>22357</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Ins Co of the Midwest	37478	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Hartford Accident and Indemnity Co	22357	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	34SBWUI7814	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGZG6667	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$10000	X	X	34SBWUI7814	07/01/2022	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGZF2244	07/01/2022	07/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Incl Pollution Claims Made		X	DPR9995711	07/01/2022	07/01/2023	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER For Proposal Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
 #S36486809/M36471945

DYGZP

APPENDIX A

Resumes



SKILLS

Design of public safety buildings
Conceptual design through construction coordination, ensuring final design is consistent with initial vision
Land use planning, master planning, site planning
Municipal code compliance
Agency coordination
Schedule and budget management

EDUCATION

Master in Architecture
University of Utah
Bachelor of Science, Finance
University of Utah

MEMBERSHIPS & LICENSING

Licensed Architect: American Institute of Architects (AIA)
Licensed Architect:
UT #120681-0301
Member: National Council of Architectural Registration Boards (NCARB)
LEED® Accredited Professional

Jim has more than 40 years of architectural design experience. As the regional architectural team manager, he has exceptional technical, management, and design skills, working interactively with a wide variety of clients and across diverse markets. Jim has extensive experience and deep understanding of the architectural requirements of city halls, administration, and public safety buildings. Jim has hands-on experience having completed designs for more than 55 municipalities throughout Utah.

As project architect/project manager/programmer for this project, Jim will be responsible for the design and execution of the project. As the main day-to-day point of contact for the City, he will manage the project budget and schedule, coordinating with our engineers and designers to provide accurate and efficient designs that honor the City's needs, vision, and future growth.

PROJECT EXPERIENCE

Mapleton City Municipal Facilities Master Plan | Mapleton, UT
Draper City Hall Facilities Needs Analysis and Master Plan | Draper, UT
Perry City Municipal Facilities Master Plan | Perry, UT
St. George Municipal Center (City Hall, Police, and Dispatch) | St. George, UT
Midvale City Municipal Facilities Master Plan | Midvale, UT
Kaysville City Municipal Facilities Master Plan | Kaysville, UT
Beaver City Municipal Facilities Master Plan | Beaver, UT
Bluffdale City Municipal Facilities Needs Assessment and Master Plan | Bluffdale, UT
Orem Municipal Center Master Plan | Orem, UT
Tooele Public Safety | Tooele, UT
Kaysville Public Safety | Kaysville, UT
Grantsville Justice Center (Police & Courts) | Grantsville, UT
Cottonwood Heights Municipal Center Needs Assessment | Cottonwood Heights, UT
Washington City Police Headquarters | Washington, UT
Bluffdale City Hall and Justice Courts | Bluffdale, UT
Midvale Municipal Center (City Hall and Justice Courts) | Midvale, UT
Box Elder Consolidated Public Safety Facility | Brigham, UT
Pleasant Grove Public Safety (Police and Justice Courts) and Fire Station 71 | Pleasant Grove, UT
Eagle Mountain Fire Station #2 Renovation | Eagle Mountain, UT

Scott Holmes

PRINCIPAL-IN-CHARGE/PROGRAMMER



Scott has more than 24 years of architectural and management experience. He has built a diverse project portfolio that includes experience with a variety of facilities ranging from municipal, public safety, essential facilities, commercial, healthcare, educational, and recreational. Scott brings extensive knowledge and understanding in designing and implementing effective work environments, identifying project challenges while providing solutions, and leading team collaboration efforts. Scott works hand-in-hand with a client's leadership and end-users to achieve highly efficient and functioning designs that exceed their project goals.

As principal-in-charge/programmer, Scott will serve as a direct line for any client relationship challenges or issues.

SKILLS

Project management
All phases of building design, from conceptual design through construction coordination
Agency coordination
Schedule and budget management
Municipal code compliance
Design of public services buildings
Programming and master planning

EDUCATION

Associates of Architecture,
Salt Lake Community College

MEMBERSHIPS & LICENSING

Member, American Institute of Architects
Member, U.S. Green Building Council

PROJECT EXPERIENCE

Kaysville City Municipal Facilities Master Plan | Kaysville, UT

Bluffdale City Municipal Facilities Needs Assessment and Master Plan | Bluffdale, UT

Utah County Emergency Management Building | Spanish Fork, UT

Bountiful City Hall Remodel Master Plan, Programming, and Facility Design | Bountiful, UT

Northern Utah County Public Works Needs Assessment and Master Plan | Spanish Fork, UT

Utah County Public Works Needs Assessment and Master Plan | Spanish Fork, UT

Sunset City Hall Needs Assessment | Sunset, UT

West Jordan Public Works Master Plan, Programming, and Facility Design | West Jordan, UT

Springville City Public Works Programming | Springville UT

Valley Emergency Communications Center Remodel | West Valley City, UT

Bountiful City Light and Power Master Plan | Bountiful, UT

Box Elder Consolidated Public Safety Facility | Brigham, UT

Kaysville City Public Safety | Kaysville, UT

Washington City Police Headquarters | Washington, UT

Bluffdale City Public Works Needs Assessment and Design Facility | Bluffdale, UT

Sandy City Public Works Administration Replacement Phase 1 | Sandy, UT

Annette Coleman

SR. INTERIOR DESIGNER/PROGRAMMING & SPACE PLANNING



SKILLS

Municipal interiors
Conceptual design and space planning
Code adherence while maintaining client design and vision
Selection of interior materials, finishes, and furnishings
Design and management through all project phases, including pre-planning and budgeting, code analysis, client meetings, schematic design development, and construction administration

EDUCATION

**Bachelor of Science,
Interior Design**
Utah State University

MEMBERSHIPS & LICENSING

Member: International Interior Design Association (IIDA) Utah

Annette offers more than 16 years of experience and knowledge in corporate, office, and municipal interior design. She is skilled in developing effective workflow patterns in facilities, focusing on the functional intent of each space, enhancing the experience through variation in material, texture, and color as well as furnishings. Annette works closely with clients to design and implement solutions that meet the purpose, goals, and functionality of the project. She serves as our senior interior designer for our building and branding standard program for several municipalities and institutions throughout Utah.

Annette will be interior designer/programming and space planning for this project. Annette will work closely with the City to develop the facility design and layout and coordinate and guide the team during furnish, fixture, and equipment layout discussions to meet the goals and functionality of the project.

PROJECT EXPERIENCE

Midvale Municipal Center (City Hall and Justice Courts) | Midvale, UT

Perry City Municipal Facilities Study | Perry, UT

Mapleton City Municipal Facilities Master Plan | Mapleton, UT

Roosevelt City Needs Assessment | Roosevelt, UT

West Jordan City Hall Remodel | West Jordan, UT

Bountiful City Hall Remodel | Bountiful, UT

Box Elder Consolidated Public Safety Facility | Brigham, UT

Grantsville Justice Center (Police & Courts) | Grantsville, UT

Kaysville City Public Safety | Kaysville, UT

North Park Police Headquarters | North Logan, UT

Bountiful City Hall Remodel | Bountiful, UT

Bluffdale City Hall and Justice Courts | Bluffdale, UT

West Jordan City Hall Remodel | West Jordan, UT

Pleasant Grove Public Safety (Police and Justice Courts) and Fire Station 71 | Pleasant Grove, UT

Sandy Public Services Administration Replacement Phase I | Sandy, UT

Trans-Jordan Administration Building Remodel | South Jordan, UT

Jon Romero, ASLA, PLA

LANDSCAPE ARCHITECTURE/PLANNING TEAM MANAGER



SKILLS

Project management
Community engagement
Design from conceptual through construction documents
Landscape architecture
Urban design
Parks, open space, and trail design
Land planning
Quality control
Construction administration

EDUCATION

**Bachelor of Science,
Landscape Architecture**
Colorado State University,

MEMBERSHIPS & LICENSING

Licensed Landscape Architect:
CO# LA-1068
Member: ASLA Colorado/
Wyoming 2020 Chapter President
Member: Housing and Building
Association of Colorado Springs
2022 Land Use Committee Vice
Chair

Jon brings 17 years of experience with an excellent record delivering development and construction management projects ranging from large scale subdivisions to small scale infill developments, commercial projects, campus facilities, and public improvement projects. He excels at building and maintaining strong relationships and provides team leadership through experience and mentoring in project life integrity, design strategy and the overall fluid and thorough compliance with both regulatory and company standards.

Jon brings a strong presence to his role as manager of Galloway's landscape architecture/planning team providing business development, early community and stakeholder engagement, project management, quality control, and support for master planned communities, as well as commercial, civic, park, and open space projects.

PROJECT EXPERIENCE

Meridian Ranch – Master Planned Community | Colorado Springs, CO

Flying Horse – Master Planned Community | Colorado Springs, CO

Victory Ridge | Colorado Springs, CO

UC Health Memorial Hospital North | Colorado Springs, CO

United States Olympic and Paralympic Museum | Colorado Springs, CO

Colorado Springs Switchbacks Stadium | Colorado Springs, CO

Falcon Regional Park | Falcon, CO (EPC Parks)

Braden Park at Wolf Ranch | Colorado Springs, CO (Wolf Ranch)

Widefield Splash Pad | Colorado Springs, CO (Widefield Parks and Rec)

Widefield Destination Park | Colorado Springs, CO (Widefield Parks and Rec)

Greenways at Sand Creek | Colorado Springs, CO

WindingWalk Park | Falcon, CO (Meridian Ranch)

Rolling Hills Ranch Park | Falcon, CO (Meridian Ranch)

The Vistas Park | Falcon, CO (Meridian Ranch)

Enclaves at Mountain Vista Park | Colorado Springs, CO (Enclaves at Mountain Vista Ranch)

Pikes Peak Peace Officers Memorial | Colorado Springs, CO (Memorial Park)

West Colorado Avenue Action Plan | Colorado Springs, CO

Pikes Peak Center for the Performing Arts | Colorado Springs, CO

Interquest Commons | Colorado Springs, CO



EDUCATION

Bachelor of Science, Civil Engineering,
Brigham Young University

MEMBERSHIPS & LICENSING

Professional Engineer UT

Russell's experience includes master planning, facility and pipeline design and rehabilitation, modeling water systems, and water resource engineering. He has worked extensively with municipalities in Utah County and Salt Lake County in developing, upgrading, and rehabilitating pipelines and other municipal infrastructure. Russell's background in civil design has given him a thorough understanding of working on and managing successful projects.

Russell is passionate about connecting with clients and really understanding their needs while providing efficient, on-time, and professional deliverables. He understands the evolving needs of Utah based municipalities and will be a great asset to the City, managing their expectations.

PROJECT EXPERIENCE

Wastewater Impact Fee Facilities Plan | Eagle Mountain, UT

Responsible for building the model for Eagle Mountain's Wastewater South Service Area. This included collecting data, verifying the GIS data from the City, and calibrating the model for several different scenarios. These efforts also incorporated population and flow projections based on population and land use data from the city. Involved with generating much of the figures, tables and text for the report. With the model results, determined a level of service for each pipeline in the area, identified the facilities the City needed to fund, and created cost estimates for the facilities.

Capital Improvement Plan | Sandy Suburban Improvement District, UT

Identified projects and their budgets for the CIP for Sandy Suburban Improvement District. Worked with District staff to understand the projects needed and prioritized them based on criticality factors. Generated the spreadsheet for the CIP that included a brief project breakdown for each project and a summary spreadsheet. This also served as the Impact Fee Facilities Plan for the District. Identified the infrastructure needed for the IFFP based on a five-year planning window. Evaluated the level of service of each line in the District and generated a model in Autodesk Storm and Sanitary Analysis of the system.

Reuse Water Impact Fee Facilities Plan | Eagle Mountain, UT

Helped develop the first Reuse Water Impact Fee Facilities Plan for Eagle Mountain. This served as the capital improvement/master plan as well as for the reuse program for Eagle Mountain. Assisted in identifying the infrastructure needed to adopt Eagle Mountain's vision for their reuse program. This included capacity analysis at their wastewater treatment plant and recommendations on next steps to implement their reuse program, including cost estimates for the facilities identified.

Reuse Water Optimization Study | Eagle Mountain, UT

This study identified the City's overall water balance, a comprehensive review of their water rights, and a vision moving forward for their reuse program. Recommendations made were to re-evaluate water rates, to install secondary water systems in all new housing developments, and to begin treating some of the wastewater at Eagle Mountain's Wastewater Treatment Plant to Type I Reuse standards.

Sewer System Management Plan | Eagle Mountain, UT

Kris A. Larson, CPE

SENIOR COST ESTIMATOR/PRESIDENT



Kris brings close to 20 years of industry experience to this project. He accurately estimates projects at all stages of design including: program, conceptual, schematic, design development, and construction documents. He estimates all building systems, including mechanical and electrical. Kris performs thorough, accurate quantity surveys matched with unparalleled service, and experience.

Kris will guide our cost modeling activities with one goal in mind and construct a project budget to build consensus with all stakeholders. His has a unique ability to provide budgeting guidance from a programming stage. Kris will also firmly state that a particular project decision may uniquely benefit a project or unexpectedly increase.

EDUCATION

Bachelor of Science, Economics

University of Utah

Associate of Science, Ecology
Ricks College

MEMBERSHIPS & LICENSING

Certified Professional
Estimator-2007

ASPE National NW Governor -
2016-17

Utah General Contractor B-100
Classification

License #6153745-5501

PROJECT EXPERIENCE

Saratoga Springs Community Center | Saratoga Springs, UT

Pleasant Grove City Center – Master Plan & Community Center | Pleasant Grove, UT

South Jordan Community Center | South Jordan, UT

St. George City Hall Remodel | St. George, UT

Bountiful City Hall Remodel | Bountiful, UT

Sandy Public Services Administration Replacement Phase I | Sandy, UT

Herriman Recreation Center | Herriman, UT

Springville City Community Phase 2 | Springville, UT

South Jordan Civic Center and Offices | South Jordan, UT

Provo City Center Phase 1 | Provo, UT

Springville City Community Project - Park | Springville, UT

Herriman City Hall | Herriman, UT

North Ogden Community Center | North Ogden, UT

Central Utah Water Conservancy | Orem, UT

Great Salt Lake Nature Center | Farmington, UT



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Monday, October 17, 2022

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Antelope Meadows phase "B" plat 2 into warranty Bond Release

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

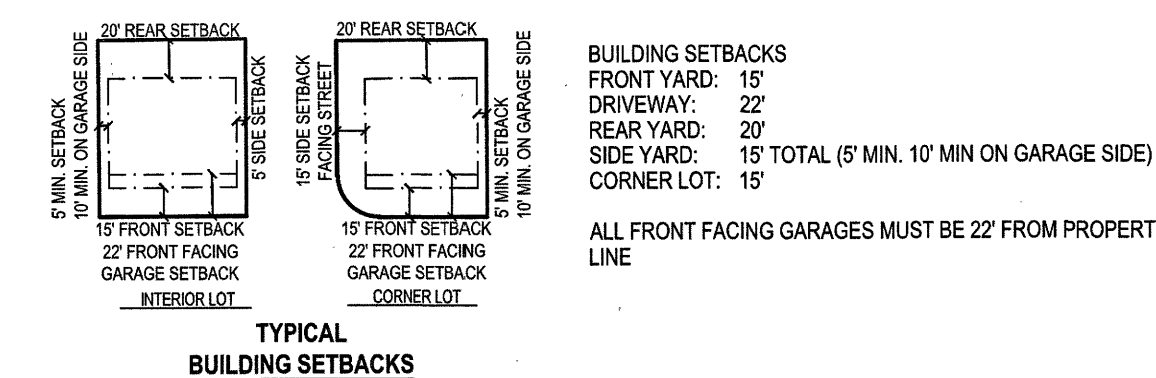
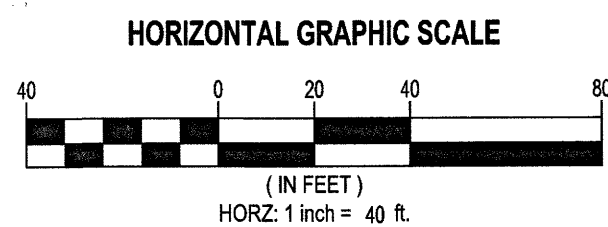
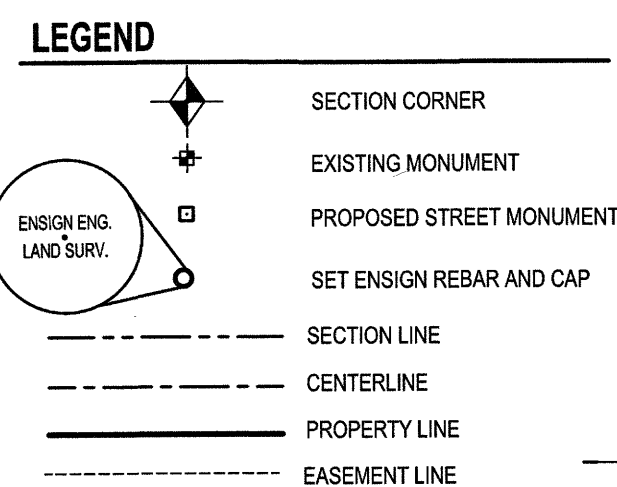
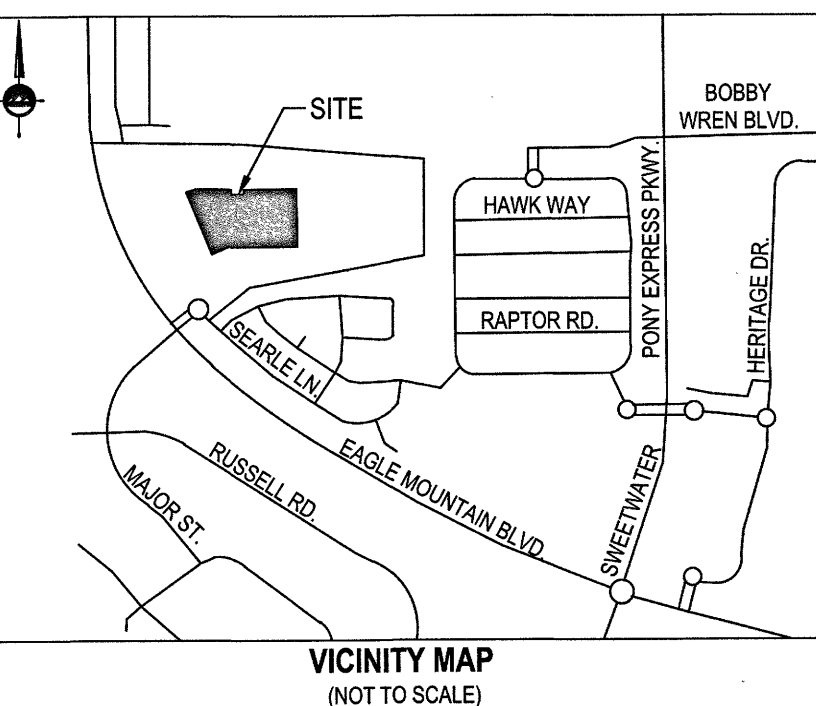
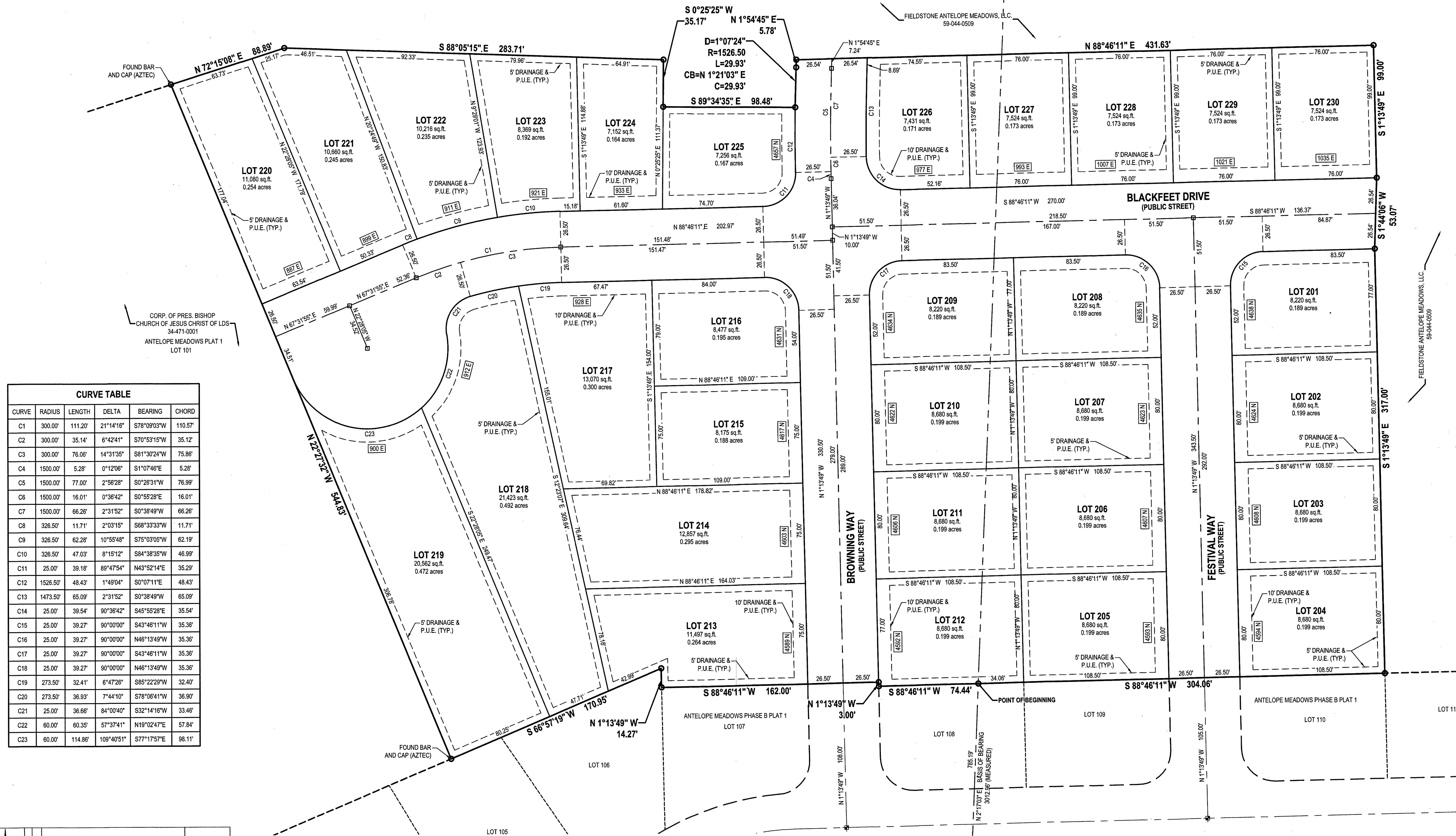
Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

ANTELOPE MEADOWS PHASE B PLAT 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
AND THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN,
EAGLE MOUNTAIN, UTAH COUNTY, UTAH



NOTES:
1. #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS.
NAIL OR LEAD PLUG TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2. ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.

DEVELOPER
FIELDSTONE HOMES
12896 PONY EXPRESS RD #400
DRAPER, UTAH 84020
PHONE: 801.884.3597

FIRST DIGITAL TELECOM
First Digital Telecom, 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.

Domination Energy Utah
Quasar Gas Company dba Domination Energy Utah, hereby approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grants. Domination Energy Utah also hereby approves this plat for the purpose of confirming that the plat contains public utility easements; however, Domination Energy Utah may require additional easements in order to serve this development. This approval does not constitute a warranty or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners' Declaration or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Domination Energy Utah's Right-of-Way Department at 800-966-8532.

APPROVED THIS 31 DAY OF March, A.D. 2022
BY: [Signature] TITLE: [Signature]

ROCKY MOUNTAIN POWER
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATOR(S) OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-6(3)(4)(C)(II) 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF-WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

APPROVED THIS 4-6-22
BY: [Signature] TITLE: [Signature]

SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 268882 in accordance with Title 58, Chapter 22, of the Utah State Code. I further certify that by authority of the Owner(s), that I have completed a survey of the property described on this plat in accordance with Section 17-23-17, or said code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be, correctly surveyed, staked and monumented on the ground as shown on this plat, and that this plat is true and correct.

BOUNDARY DESCRIPTION
Beginning at a point on the Northerly line of Antelope Meadows Phase B Plat 1, said point being North 02°17'03" East 785.19 feet from the West Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running
thence along said Northerly line the following five (5) courses:
(1) South 88°46'11" West 74.44 feet;
(2) North 01°13'49" West 3.00 feet;
(3) South 88°46'11" West 162.00 feet;
(4) North 01°13'49" West 14.27 feet;
(5) South 66°57'19" West 170.95 feet to the Southeast corner of Antelope Meadows Plat 1 Subdivision;
thence North 22°27'32" East 544.83 feet along the Easterly line of said Antelope Meadows Plat 1 Subdivision;
thence North 72°15'08" East 88.89 feet;
thence South 00°25'25" West 35.17 feet;
thence South 88°46'11" East 283.71 feet;
thence South 00°25'25" West 35.17 feet;
thence South 89°34'35" East 98.48 feet;
thence Northerly 29.93 feet along the arc of a 1,526.50 foot radius curve to the right (center bears South 89°12'39" East and the chord bears North 01°21'03" East 53.93 feet with a central angle of 01°07'24");
thence North 01°54'45" East 5.78 feet;
thence North 88°46'11" East 431.63 feet;
thence South 01°13'49" East 99.00 feet;
thence South 01°44'06" West 53.07 feet;
thence South 01°13'49" East 317.00 feet to the Northerly line of Antelope Meadows Phase B Plat 1;
thence South 88°46'11" West 304.06 feet along said Northerly line to the point of beginning.

Contains 381,565 Square Feet or 8.760 Acres and 30 Lots

18351

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 3rd DAY OF May, A.D. 2022

Fieldstone Antelope Meadows, LLC By: [Signature] Assistant Secretary
NAME: [Signature]
COMPANY: [Signature]

LIMITED LIABILITY ACKNOWLEDGMENT
STATE OF UTAH) s.s.
COUNTY OF Salt Lake)
ON THE 3 DAY OF May, A.D. 2022, [Signature] PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF Salt Lake, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Assistant Secretary of Fieldstone Antelope Meadows, LLC, A LIMITED LIABILITY COMPANY AND THAT HE/SHE HAS SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSE OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.
MY COMMISSION EXPIRES: 1-19-2025
NAME: [Signature]
NO. [Signature]
A NOTARY PUBLIC COMMISSION IN UTAH
[Signature] NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY

APPROVAL BY LEGISLATIVE BODY
THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 23 DAY OF May, A.D. 2022.
APPROVED: [Signature] CITY ENGINEER (SEE SEAL BELOW)
ATTEST: [Signature] CLERK-RECORDER (SEE SEAL BELOW)

ANTELOPE MEADOWS PHASE B PLAT 2
LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYORS SEAL: [Signature]
CITY ENGINEER SEAL: [Signature]
COUNTY-RECORDER SEAL: [Signature]



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Tuesday, November 1, 2022

City Recorder's office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Hidden Hollow phase "C" plat 1 into warranty Bond Release

City Recorder:

The above referenced subdivision has completed the all required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Hidden Hollow phase C plat 1
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84043
(801) 789-6671

1st Bond Release	
Original Bond Amount:	\$ 231,306.64
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 99,203.28
Amount Remaining in Bond :	\$ 132,103.36

Bond Releases Summary	
#1	99,203.28
#2	-
#3	-
#4	-
TOTAL	\$ 99,203.28

11/1/2022

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	MOBILIZATION/MISC.										
a	Mobilization	1	0	LS	\$12,450.00	\$0.00	0	1	100%	\$0.00	\$0.00
b	Compaction testing	1	0.1	LS	\$20,630.00	\$2,063.00	0	1	100%	\$2,063.00	\$2,063.00
c	Erosion control	1300	130	LF	\$3.85	\$500.50	0	1300	100%	\$500.50	\$500.50
d	SWPPP plan	1	0.1	LS	\$4,675.00	\$467.50	0	1	100%	\$467.50	\$467.50
e	Construction entrance	1875	0	SF	\$2.46	\$0.00	0	1875	100%	\$0.00	\$0.00
f	Inlet protection	12	1.2	EA	\$127.00	\$152.40	0	12	100%	\$152.40	\$152.40
g	Clear & grub	100668	0	SF	\$0.06	\$0.00	0	100668	100%	\$0.00	\$0.00
h	Mass ex. Cut & fill	3580	0	CY	\$4.00	\$0.00	0	3580	100%	\$0.00	\$0.00
i	Import fill	6090	0	TON	\$17.20	\$0.00	0	6090	100%	\$0.00	\$0.00
j	Rough grade	78795	0	SF	\$0.13	\$0.00	0	78795	100%	\$0.00	\$0.00
k	Grade trench spoils	22690	0	CY	\$2.48	\$0.00	0	22690	100%	\$0.00	\$0.00
2	ROAD & CONCRETE										
a	3" asphalt	67514	0	SF	\$1.28	\$0.00	0	67514	100%	\$0.00	\$0.00
b	6" road base	67514	0	SF	\$0.88	\$0.00	0	67514	100%	\$0.00	\$0.00
c	9" sub base	78795	0	SF	\$0.88	\$0.00	0	78795	100%	\$0.00	\$0.00
d	30" curb & gutter	3021	0	LF	\$6.95	\$0.00	0	3021	100%	\$0.00	\$0.00
e	30" HB curb & gutter	3021	0	LF	\$18.00	\$0.00	0	3021	100%	\$0.00	\$0.00
f	3" asphalt trail head	2686	2686	SF	\$2.42	\$6,500.12	0	2686	100%	\$6,500.12	\$6,500.12
g	5' sidewalk	13443	13443	SF	\$6.32	\$84,959.76	0	13443	100%	\$84,959.76	\$84,959.76
h	ADA ramps w/placards	4	4	EA	\$510.00	\$2,040.00	0	4	100%	\$2,040.00	\$2,040.00
i	ADA ramp at trail	2	2	EA	\$1,260.00	\$2,520.00	0	2	100%	\$2,520.00	\$2,520.00
3	CULINARY WATER										
a	8" Water Main C-900	1577	0	LF	\$39.70	\$0.00	0	1577	100%	\$0.00	\$0.00
b	8" gate valve	6	0	EA	\$2,736.00	\$0.00	0	6	100%	\$0.00	\$0.00
c	8" water fittings	11	0	EA	\$712.00	\$0.00	0	11	100%	\$0.00	\$0.00
d	1" Service laterals	24	0	EA	\$1,814.00	\$0.00	0	24	100%	\$0.00	\$0.00
e	1" Service laterals	1	0	EA	\$2,696.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	Fire hydrant with valve	4	0	EA	\$7,499.00	\$0.00	0	4	100%	\$0.00	\$0.00
g	1" irr. service	1	0	EA	\$6,884.00	\$0.00	0	1	100%	\$0.00	\$0.00
h	3/4" service	16	0	EA	\$1,437.00	\$0.00	0	16	100%	\$0.00	\$0.00
i	Hot tap	1	0	EA	\$6,449.00	\$0.00	0	1	100%	\$0.00	\$0.00
j	Air vac	1	0	EA	\$6,104.00	\$0.00	0	1	100%	\$0.00	\$0.00
k	2" blow off	3	0	EA	\$2,417.00	\$0.00	0	3	100%	\$0.00	\$0.00
l	2" poly PI	1	0	EA	\$9,037.00	\$0.00	0	1	100%	\$0.00	\$0.00
m	Import fill	680	0	TON	\$14.80	\$0.00	0	680	100%	\$0.00	\$0.00
4	SEWER IMPROVEMENTS										
a	10" sewer main	269	0	LF	\$55.10	\$0.00	0	269	100%	\$0.00	\$0.00
b	8" sewer main	1622	0	LF	\$47.50	\$0.00	0	1622	100%	\$0.00	\$0.00
c	4" HDPE sewer laterals	1	0	EA	\$8,902.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	4" sewer laterals	42	0	EA	\$1,424.00	\$0.00	0	42	100%	\$0.00	\$0.00
e	48" Manholes	7	0	EA	\$5,034.00	\$0.00	0	7	100%	\$0.00	\$0.00
f	60" Manholes	4	0	EA	\$5,373.00	\$0.00	0	4	100%	\$0.00	\$0.00
g	Core manhole	1	0	EA	\$1,747.00	\$0.00	0	1	100%	\$0.00	\$0.00
h	Import fill	7600	0	TON	\$14.80	\$0.00	0	7600	100%	\$0.00	\$0.00
5	STORM DRAIN										
a	48" RCP storm drain	33	0	LF	\$263.00	\$0.00	0	33	100%	\$0.00	\$0.00
b	15" RCP storm drain	1180	0	LF	\$56.80	\$0.00	0	1180	100%	\$0.00	\$0.00
c	72" manhole	1	0	EA	\$7,209.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	60" manhole	3	0	EA	\$4,794.00	\$0.00	0	3	100%	\$0.00	\$0.00
e	Combo box	3	0	EA	\$6,245.00	\$0.00	0	3	100%	\$0.00	\$0.00
f	Curb inlet boxes	2	0	EA	\$3,431.00	\$0.00	0	2	100%	\$0.00	\$0.00
g	Flared end section	1	0	EA	\$3,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
h	Import fill	315	0	TON	\$14.80	\$0.00	0	315	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$99,203.28					
Original 10% Bond Coverage						\$132,103.36					
TOTAL BOND AMOUNT:						\$231,306.64	Released this Period		\$99,203.28		

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusky P.E.
Engineering Director

10/1/22
Date

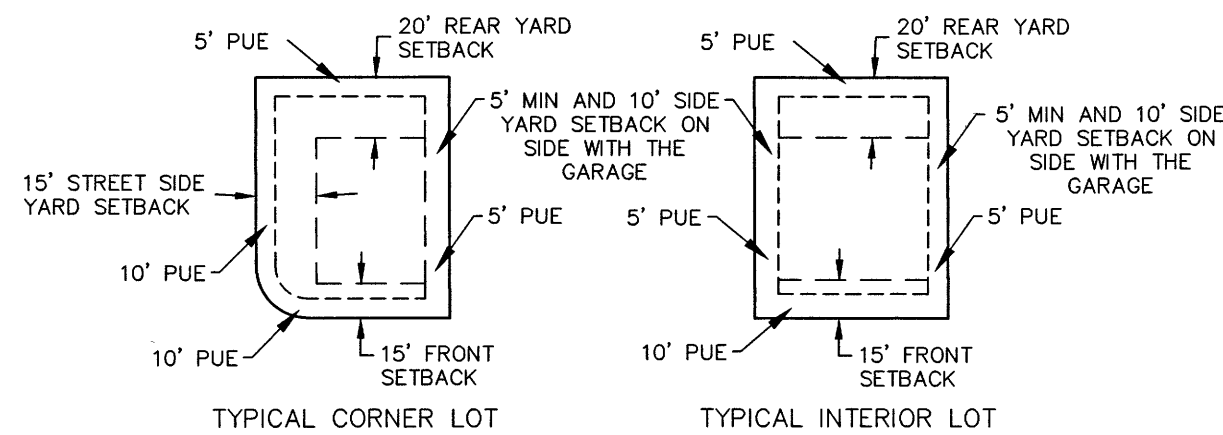
Robert Ballif
Engineering Tech. 1

11/1/22
Date

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	330.90	447.00	42°24'50"	323.39	N30°49'17"E
C2	35.12	25.00	80°29'17"	32.30	N30°37'47"W
C3	230.81	490.00	26°59'19"	228.68	N57°22'46"W
C4	190.39	396.00	27°32'46"	188.56	S73°10'45"E
C5	36.40	25.00	83°26'00"	33.27	S51°19'52"W
C6	24.82	15.00	94°48'21"	22.08	S37°47'19"E
C7	91.06	593.50	8°47'28"	90.97	S89°35'13"E
C8	50.41	526.50	5°29'09"	50.39	N88°45'37"E
C9	22.88	15.00	87°24'37"	20.73	S47°47'53"W
C10	358.10	600.00	34°11'44"	352.80	S21°11'26"W
C11	168.23	273.50	35°14'36"	165.59	N81°27'05"E
C12	284.36	443.00	36°46'39"	279.50	S68°33'49"E
C13	160.67	620.00	14°50'52"	160.22	S86°33'32"E
C14	47.87	500.00	5°29'09"	47.85	S88°45'37"W
C15	380.23	573.50	37°59'13"	373.30	N19°17'42"E
C16	320.16	300.00	61°08'48"	305.18	S85°35'49"E
C17	220.48	443.00	28°30'56"	218.21	S64°25'58"E
C18	63.88	443.00	8°15'43"	63.82	S82°49'17"E
C19	12.25	447.00	1°34'11"	12.25	N10°23'57"E
C20	56.93	447.00	7°17'52"	56.90	N14°49'59"E
C21	56.93	447.00	7°17'52"	56.90	N22°07'51"E
C22	57.28	447.00	7°20'29"	57.24	N29°27'01"E
C23	57.53	447.00	7°22'27"	57.49	N36°48'29"E
C24	70.56	447.00	9°02'39"	70.49	N45°01'02"E
C25	19.42	447.00	2°29'20"	19.42	N50°47'02"E
C26	22.46	15.00	85°47'53"	20.42	S52°30'49"W
C27	67.29	646.50	5°57'48"	67.26	S87°34'08"E
C28	25.02	15.00	95°33'19"	22.22	N42°46'22"W
C29	317.76	547.00	33°17'01"	313.31	N21°38'48"E
C30	10.02	15.00	38°17'09"	9.84	N57°25'53"E
C31	143.15	50.00	164°02'00"	99.03	S5°26'32"E
C32	8.49	15.00	32°26'07"	8.38	N71°14'29"W
C33	24.43	15.00	93°18'43"	21.82	S8°22'03"E
C34	123.65	273.50	25°54'12"	122.60	S67°58'31"E
C35	348.44	326.50	61°08'48"	332.14	S85°35'49"E
C36	59.01	547.00	6°10'52"	58.98	N8°05'43"E
C37	69.67	547.00	7°17'52"	69.62	N14°50'05"E
C38	69.67	547.00	7°17'51"	69.62	N22°07'57"E
C39	70.09	547.00	7°20'29"	70.04	N29°27'07"E
C40	49.32	547.00	5°09'57"	49.30	N35°42'20"E
C41	57.85	50.00	66°17'30"	54.68	S43°25'42"W
C42	40.95	50.00	46°55'40"	39.82	S13°10'53"E
C43	44.34	50.00	50°48'49"	42.90	S62°03'08"E
C44	6.04	326.50	1°03'33"	6.04	S55°33'11"E
C45	74.85	326.50	13°08'07"	74.69	S62°39'01"E
C46	68.91	326.50	12°05'31"	68.78	S75°15'51"E
C47	65.25	326.50	11°27'00"	65.14	S87°02'06"E
C48	67.49	326.50	11°50'39"	67.37	N81°19'04"E
C49	65.91	326.50	11°33'58"	65.80	N69°36'46"E
C50	22.95	273.50	4°48'28"	22.94	S57°25'39"E
C51	100.70	273.50	21°05'44"	100.13	S70°22'45"E
C52	6.83	500.00	0°46'57"	6.83	S86°24'31"W
C53	41.04	500.00	4°42'12"	41.03	S89°09'05"W

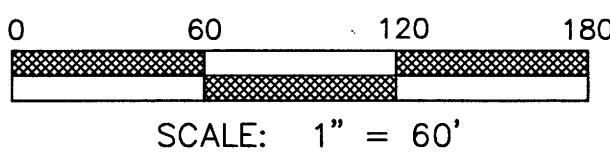
HIDDEN HOLLOW PHASE C PLAT 1

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN, EAGLE MOUNTAIN, UTAH

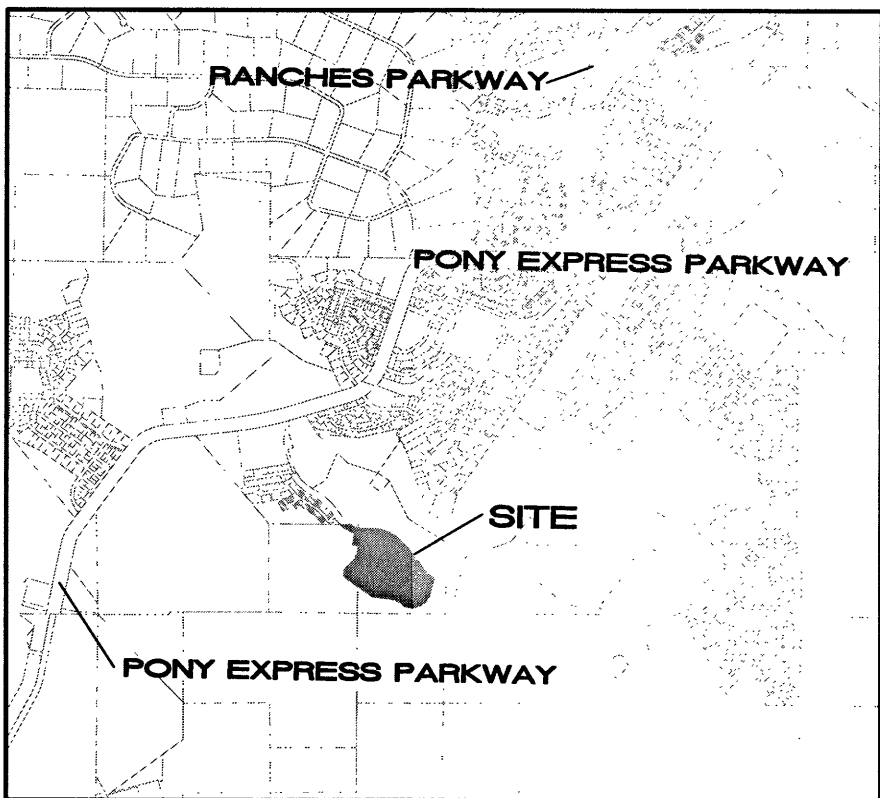


SETBACK AND EASEMENT DETAIL

-N-TS-



LAND USE	
ACREAGE:	6.66 acres
ACREAGE IN LOTS:	4.07 acres
AVERAGE LOT SIZE:	7,390 sq.ft.
ACREAGE IN ROW:	2.59 acres
TOTAL LOTS:	24 LOTS
LOT DENSITY:	3.60 LOTS PER ACRE
PAVED AREA:	61,411 sq.ft.
AVERAGE LOT SIZE:	7,390 sq.ft.
SMALLEST LOT:	5,993 sq.ft.
LARGEST LOT:	11,063 sq.ft.
OPEN SPACE:	0



VICINITY MAP

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 17-27a-603(4)(c)(ii) 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.

(1). A recorded easement of right of way
(2). The law applicable to prescriptive rights
(3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
(4). Any other provision of law

Mark Stadel 7/8/22
ROCKY MOUNTAIN POWER DATE

DOMINION GAS COMPANY APPROVAL

Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion's right-of-way department at 1-800-366-8532

Approved this 8 day of July 2022 Dominion Gas Company
By: *Brenda Elmsley* Title: *Rep Com*

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.

Ang S 7/8/22
DIRECT COMMUNICATIONS DATE

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HIDDEN HOLLOW PHASE C PLAT 1 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°19'50" West 788.74 feet section line and North 209.40 feet from the Southeast Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 53°17'08" West 313.45 feet; thence North 55°01'25" West 243.99 feet; thence North 55°04'28" West 224.29 feet; thence North 42°58'19" West 72.28 feet; thence North 01°20'46" East 109.21 feet; thence North 52°01'41" East 60.43 feet; thence Northeasterly 330.90 feet along the arc of a 447.00 foot radius curve to the left, through a central angle of 42°24'50", the chord of which bears North 30°49'17" East 323.39 feet; thence North 09°36'52" East 27.14 feet; thence North 80°23'08" West 94.00 feet; thence North 09°36'52" East 158.19 feet; thence Northwesterly 35.12 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 80°29'17", the chord of which bears North 30°37'47" West 32.30 feet; thence Northwesterly 230.81 feet along the arc of a 490.00 foot radius curve to the right, through a central angle of 26°59'19", the chord of which bears North 57°22'46" West 228.68 feet; thence South 89°32'48" East 151.62 feet; thence Southeasterly 190.39 feet along the arc of a non-tangent 396.00 foot radius curve to the left, through a central angle of 27°32'46", the chord of which bears South 73°10'45" East 188.56 feet; thence South 03°02'52" West 94.00 feet; thence Southwesterly 36.40 feet along the arc of a non-tangent 25.00 foot radius curve to the left, through a central angle of 83°26'00", the chord of which bears South 51°19'52" West 33.27 feet; thence South 89°36'52" West 64.21 feet; thence Southeasterly 24.82 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 94°48'21", the chord of which bears South 37°47'19" East 22.08 feet; thence Easterly 91.06 feet along the arc of a 593.50 foot radius curve to the left, through a central angle of 08°47'28", the chord of which bears South 89°35'13" East 90.97 feet; thence Easterly 50.41 feet along the arc of a 526.50 foot radius curve to the right, through a central angle of 05°29'09", the chord of which bears North 88°45'37" East 50.39 feet; thence South 01°30'11" West 53.00 feet; thence Southeasterly 22.88 feet along the arc of a non-tangent 15.00 foot radius curve to the left, through a central angle of 87°24'37", the chord of which bears South 47°47'53" West 20.73 feet; thence Southwesterly 358.10 feet along the arc of a 600.00 foot radius curve to the right, through a central angle of 34°11'44", the chord of which bears South 21°11'26" West 352.80 feet; thence South 38°17'18" West 3.58 feet; thence South 55°01'25" East 366.18 feet; thence North 06°42'52" West 82.34 feet; thence Southeasterly 168.23 feet along the arc of a non-tangent 273.50 foot radius curve to the left, through a central angle of 25°54'12", the chord of which bears North 81°27'05" East 165.59 feet; thence South 26°10'13" East 53.00 feet; thence South 07°48'18" East 168.91 feet to the point of beginning.

Parcel contains: 6.66 acres

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°19'50" West (NAD 83).

July 5, 2022 DATE
Travis Trane SURVEYOR
(See Seal Below)

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 and the inhabitants thereof.

OWNER(S):
PRINTED
Ryan Dybee, Manager
RS Hidden Hollow, LLC
July 7, 2022

AUTHORIZED SIGNATURES
[Signature]

ACKNOWLEDGEMENT

On the 7 day of July, 2022, 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 4/12/2025
717756
COMMISSION NUMBER

Angela Rae McConkey
NOTARY PUBLIC SIGNATURE
ANGELA RAE MCCONKEY
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 21 day of July 2021

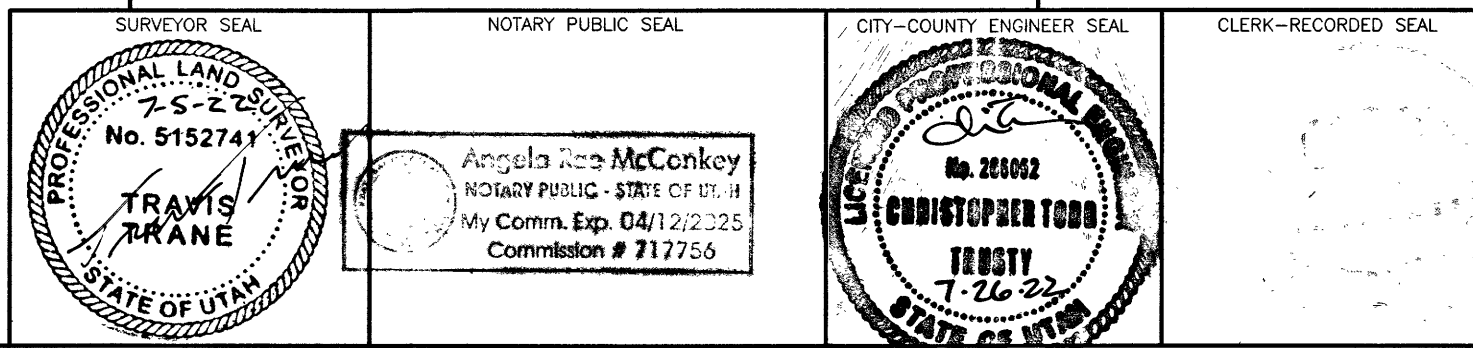
[Signature] APPROVED BY CITY ATTORNEY
[Signature] APPROVED BY CITY ENGINEER
(See Seal Below)

ATTEST BY CITY RECORDER
(See Seal Below)

PHASE C PLAT 1
HIDDEN HOLLOW
A RESIDENTIAL SUBDIVISION

RECORDING INFORMATION
ENT 842552022 Map P 18428
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Aug 01 4:40 PM FEE \$98.00 BY CH
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN, UTAH COUNTY, UTAH



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



**Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671**

Tuesday, November 8, 2022

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Market Place at Eagle Mountain Town Center into warranty Bond Release

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Market Place at Eagle Mountain
Town center

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release	
Original Bond Amount:	\$ 120,659.55
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 109,690.50
Amount Remaining in Bond:	\$ 10,969.05

Bond Releases Summary	
#1	\$ 109,690.50
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 109,690.50

11/8/2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	ROADWAY IMPROVEMENTS									
a	30" curb & gutter	1130	LF	\$17.00	\$19,210.00	0	1130	100%	\$19,210.00	\$19,210.00
b	Raised curb wall	449	LF	\$12.00	\$5,388.00	0	449	100%	\$5,388.00	\$5,388.00
c	Asphalt trail	11475	SF	\$2.50	\$28,687.50	0	11475	100%	\$28,687.50	\$28,687.50
d	Asphalt paving EM Blvd	4845	SF	\$3.00	\$14,535.00	0	4845	100%	\$14,535.00	\$14,535.00
e	Concrete driveway	3051	SF	\$6.00	\$18,306.00	0	3051	100%	\$18,306.00	\$18,306.00
f	ADA ramp	10	EA	\$1,500.00	\$15,000.00	0	10	100%	\$15,000.00	\$15,000.00
g	6' wide waterway	149	LF	\$36.00	\$5,364.00	0	149	100%	\$5,364.00	\$5,364.00
h	Waterway transition structure	8	EA	\$25.00	\$200.00	0	8	100%	\$200.00	\$200.00
i	SWPPP	1	LS	\$3,000.00	\$3,000.00	0	1	100%	\$3,000.00	\$3,000.00
TOTAL CONSTRUCTION COST					\$109,690.50					
10% Bond Coverage					\$10,969.05					
TOTAL BOND AMOUNT:					\$120,659.55				Released this Period	\$109,690.50

Christopher T. Trusty P.E.
Engineering Director

11/9/22
Date

Robert Ballif
Engineering Tech. I

11/8/22
Date

18-1805UB P1

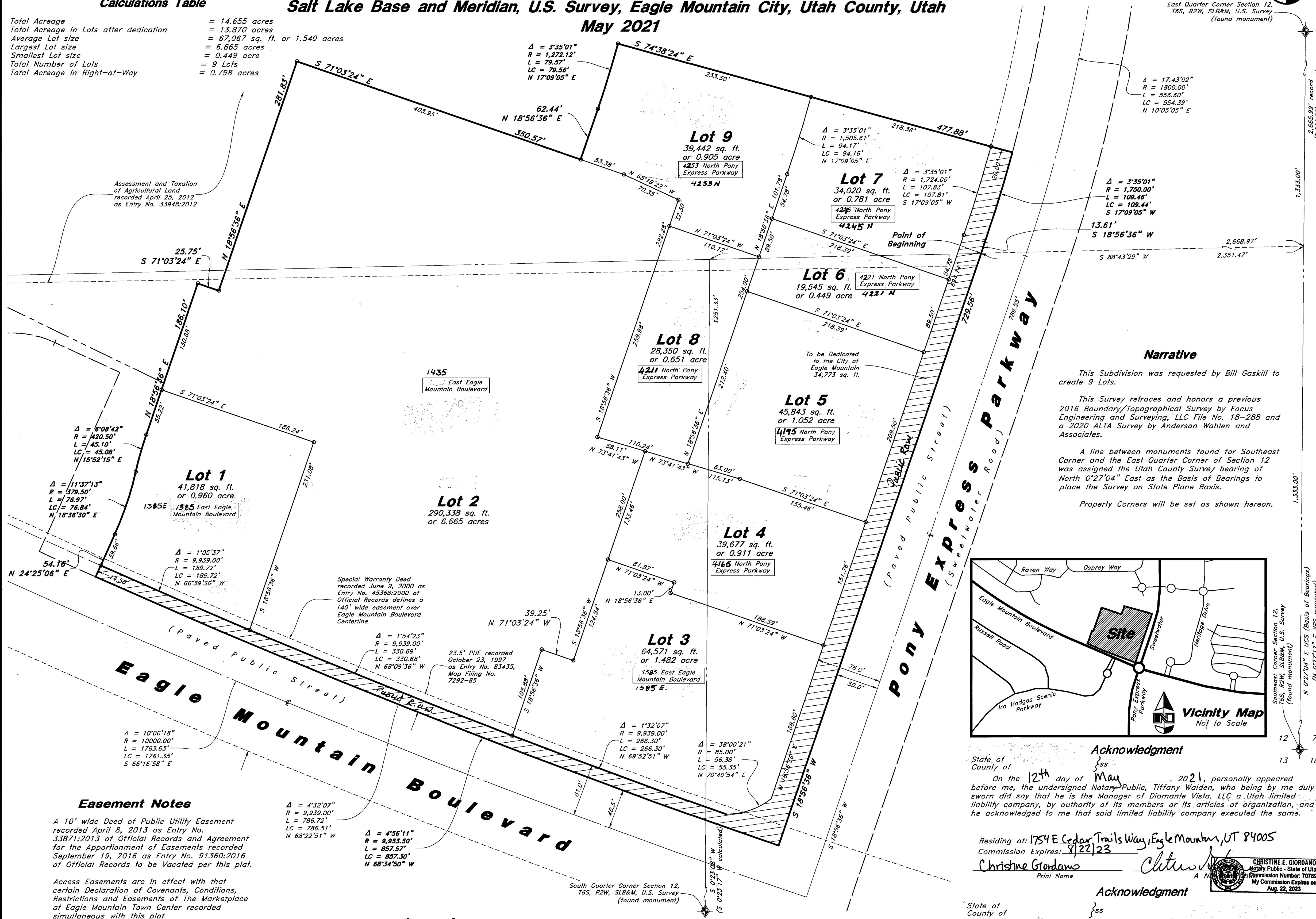
The Marketplace at Eagle Mountain Town Center

A part of the South Half of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah
May 2021

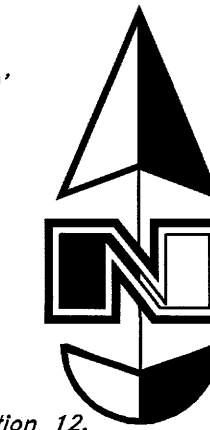
Calculations Table

Total Acreage	= 14.655 acres
Total Acreage in Lots after dedication	= 13.870 acres
Average Lot size	= 67,067 sq. ft. or 1.540 acres
Largest Lot size	= 6.665 acres
Smallest Lot size	= 0.449 acre
Total Number of Lots	= 9 Lots
Total Acreage in Right-of-Way	= 0.798 acres

Assessment and Taxation
of Agricultural Land
recorded April 25, 2012
as Entry No. 33948:2012



Scale: 1" = 60'



East Quarter Corner Section 12,
T6S, R2W, SLB&M, U.S. Survey
(found monument)

Narrative

This Subdivision was requested by Bill Gaskill to create 9 Lots.

This Survey retraces and honors a previous 2016 Boundary/Topographical Survey by Focus Engineering and Surveying, LLC File No. 18-288 and a 2020 ALTA Survey by Anderson Wahlen and Associates.

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Property Corners will be set as shown hereon.

Acknowledgment

State of _____ County of _____ ss
On the 12th day of May, 2021, personally appeared before me, the undersigned Notary Public, Tiffany Walden, who being by me duly sworn did say that he is the Manager of Diamante Vista, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Residing at: 1754 E. Cedar Trails Way, Eagle Mountain, UT 84005
Commission Expires: 9/22/23

Christine Giordano
Print Name

Acknowledgment

State of _____ County of _____ ss
On the 31st day of May, 2021, personally appeared before me, the undersigned Notary Public, Jerry L. & Constance F. Ridley, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at: 310 Red Rock Trail, Kimberly, ID 83341
Commission Expires: 9/21/23

Kara Gosnell
Print Name

Kara Gosnell
A Notary Public

Surveyor's Certificate

I, Ken Hawkes, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold Certificate No. 8707113 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify for, and on behalf of Anderson Wahlen & Associates that by authority of the owners I have completed a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as The Marketplace at Eagle Mountain Town Center.

Boundary Description

A part of the South Half of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the Westerly Line of Sweetwater Road as it exists at 50.00 foot half-width located 1333.00 feet North 0°27'04" East along the Section Line; and 2351.47 feet South 88°43'29" West along the Sixteenth Section Line from the Southeast Corner of said Section 12; and running thence South 18°56'36" West 729.56 feet along said Westerly Line of Sweetwater Road to the Northern Line of Eagle Mountain Boulevard as it exists at 45.50 foot half-width; thence Northwesterly along the arc of a 9953.50 foot radius curve to the right a distance of 857.57 feet (Center bears North 18°57'04" East, Central Angle equals 4°56'11" and Long Chord bears North 68°34'50" West 857.30 feet) along said Northern Line of Eagle Mountain Boulevard; thence North 24°25'06" East 54.16 feet to a point of curvature; thence Northwesterly along the arc of a 379.50 foot radius curve to the left a distance of 76.97 feet (Central Angle equals 11°37'13" and Long Chord bears North 18°36'30" East 76.84 feet); thence Northwesterly along the arc of a 420.50 foot radius curve to the right a distance of 45.10 feet (Central Angle equals 6°08'42" and Long Chord bears North 15°52'15" East 45.08 feet to a point of tangency; thence North 18°56'36" East 186.10 feet; thence South 71°03'24" East 25.75 feet; thence North 18°56'36" East 281.83 feet; thence South 71°03'24" East 350.57 feet; thence North 18°56'36" East 62.44 feet to a point of curvature; thence Northwesterly along the arc of a 1272.12 foot radius curve to the left a distance of 79.57 feet (Central Angle equals 3°35'01" and Long Chord bears North 17°09'05" East 79.56 feet); thence South 74°38'24" East 477.88 feet to the Westerly Line of Sweetwater Road; thence along said Westerly Line the following two courses: Southwesterly along the arc of a 1750.00 foot radius curve to the right a distance of 109.46 feet (Center bears North 74°38'25" West, Central Angle equals 3°35'01" and Long Chord bears South 17°09'05" West 109.44 feet to a point of tangency; and South 18°56'36" West 13.61 feet to the point of beginning.

Contains 638,376 sq. ft.
or 14.655 acres
9 Lots

Date: 10 May 2021

Date:

Owner's Dedication

We, the undersigned owners of all the real property depicted on this plat described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into 9 lots, 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 shown as public 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 and the inhabitants thereof.

In witness whereof we have hereunto set our hands this 12 day of May, A.D. 2021.

EM Commercial Development, LLC
by: EM, LLC, a Utah limited liability company
by: William Gaskill
Its: Manager

Diamante Vista, LLC
by: Tiffany Walden
Its: Manager

Jerry L. & Constance F. Ridley
by: Jerry L. Ridley
by: Constance F. Ridley

Christine E. Giordano
Notary Public - State of Utah
Commission Number: 707893
My Commission Expires on Aug. 22, 2023

Acknowledgment

State of _____ County of _____ ss
On the 12th day of May, 2021, personally appeared before me, the undersigned Notary Public, William Gaskill, who being by me duly sworn did say that he is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Residing at: 1754 E. Cedar Trails Way, Eagle Mountain, UT 84005
Commission Expires: 9/22/2023

Christine Giordano
Print Name

Christine Giordano
A Notary Public

Acceptance by Legislative Body

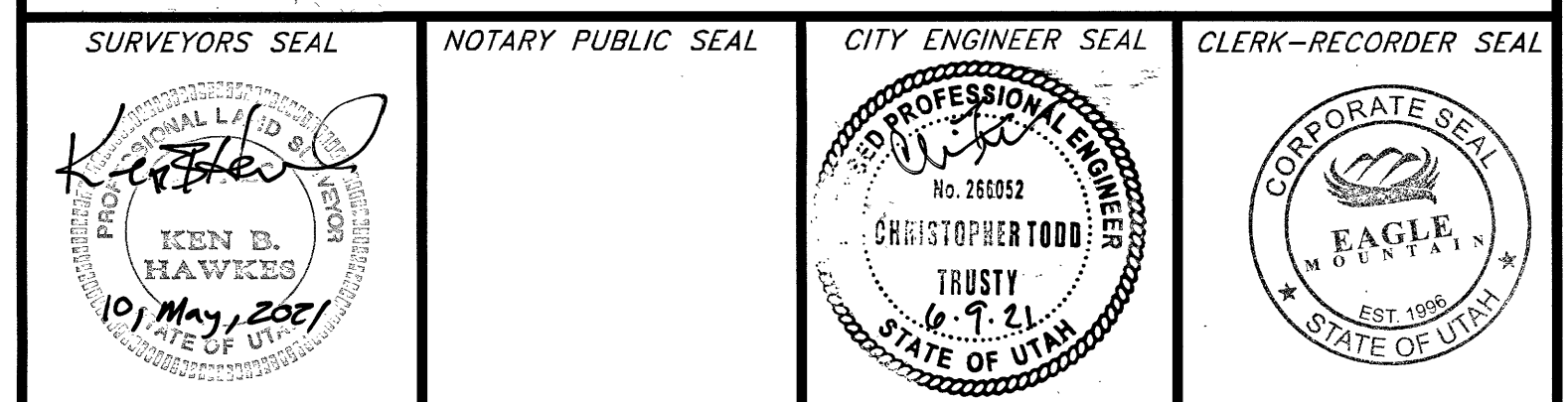
The City Council of Eagle Mountain City, County of Utah, Approves this Subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 25 day of June 2021.

Approved by Mayor
Approved by City Attorney

Approved by City Engineer
Attest by City Recorder
(See Seal Below)

The Marketplace at Eagle Mountain Town Center

A part of the South Half of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah



AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWengineering.net

Legend

- Property Line
- Easement Line
- Adjoiner Line
- Section Corner
- Centerline Monument
- Set 5/8" rebar with plastic cap or nail with brass tag stamped "AWA"

17808

See 12, T6S, R2W SLB&M UT TUA28



**Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671**

Monday, October 17, 2022

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Brylee Estates phase "A" plat 3 out of warranty Bond Release

City Recorder:

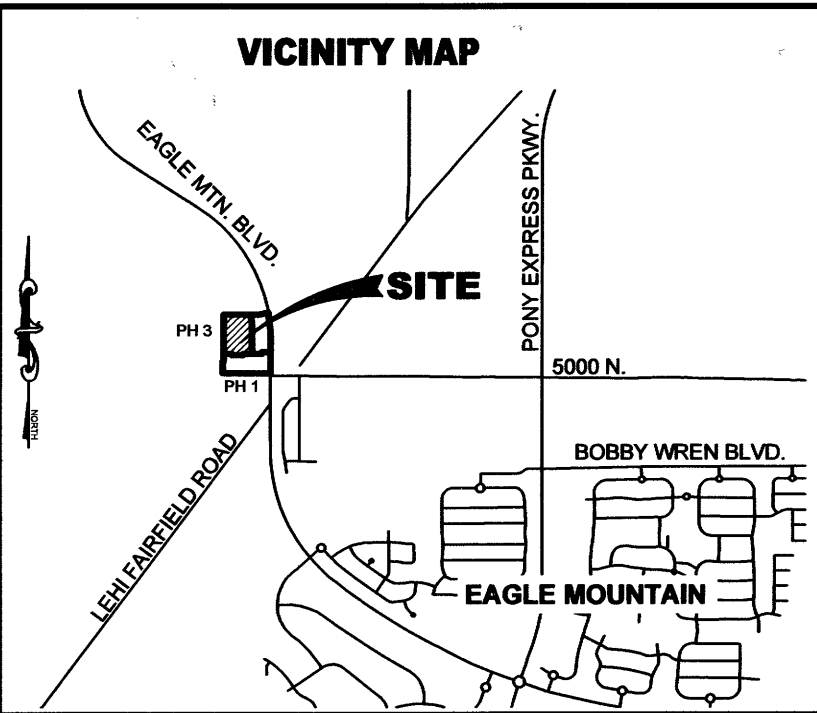
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

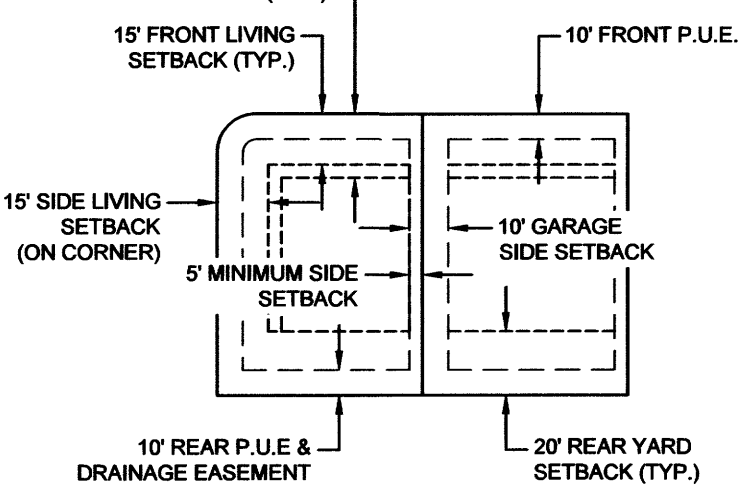
Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

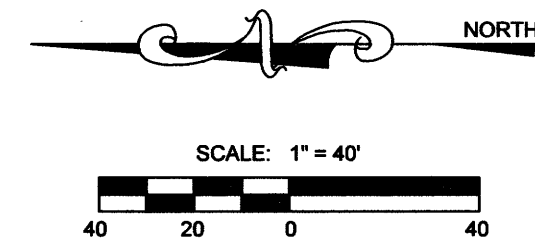


TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS



BRYLEE FARMS PHASE A PLAT 3

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN, UTAH



TABULATIONS PHASE A PLAT 3

TOTAL ACREAGE:	7.14 ACRES
BUILDABLE ACREAGE:	7.14 ACRES
TOTAL ACREAGE IN LOTS:	5.16 ACRES
TOTAL OPEN SPACE:	0.37 ACRES
TOTAL IMPROVED OPEN SPACE:	0.37 ACRES
TOTAL ACREAGE IN RIGHT-OF-WAY:	1.61 ACRES
AVERAGE LOT SIZE:	5,227 SQ. FT. (12 AC)
LARGEST LOT SIZE:	8,880 SQ. FT. (20 AC)
SMALLEST LOT SIZE:	4,665 SQ. FT. (11 AC)
OVERALL DENSITY:	6.02 LOTS/ACRE
TOTAL # OF LOTS:	43 LOTS

LEGEND

—	BOUNDARY LINE
---	CENTERLINE
- - -	SETBACK LINE
- - -	EASEMENT LINE
- - -	EXISTING LOT LINES
○	PROPOSED LOT LINE
●	PROPOSED MONUMENT
●	EXISTING MONUMENT

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED N89°56'09"E ALONG THE SECTION LINE 649.19 FEET AND NORTH 318.68 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 663.22 FEET; THENCE EAST 440.95 FEET; THENCE SOUTH 20.00 FEET; THENCE S14°34'50"E 99.49 FEET; THENCE SOUTH 546.93 FEET; THENCE WEST 138.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 190.00 FEET; THENCE NORTH 20.00 FEET; THENCE WEST 138.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 27.14 ACRES

OWNERS DEDICATION

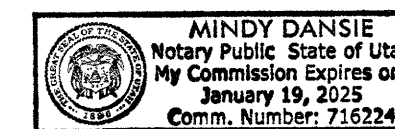
KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 30th DAY OF March, A.D. 2021

Brett Woodland
Brett Woodland, Assistant Secretary
Fieldstone Brylee Farms, LLC

ACKNOWLEDGMENT

STATE OF UTAH S.S.
COUNTY OF UTAH
ON THE 30th DAY OF March, A.D. 2021, PERSONALLY APPEARED BEFORE ME *Brett Woodland* THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.



NOTARY PUBLIC FULL NAME: *Mindy Dansie*
COMMISSION NUMBER: *716224*
MY COMMISSION EXPIRES: *1/19/2025*
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE *City Council* OF *Eagle Mountain City* COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 29th DAY OF March, A.D. 2021.

APPROVED BY MAYOR *Tom G. Smith* APPROVED BY CITY ATTORNEY *[Signature]*

APPROVED *[Signature]* ENGINEER (See Seal Below) ATTEST *[Signature]* CLERK-RECORDER (See Seal Below)

DOMINION ENERGY ACCEPTANCE

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS 23 DAY OF March, 2021
DOMINION ENERGY BY: *Shirley Eldredge*
TITLE: *Per-Con*
ENT 90148:2021 Nov 4 17:07
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 13 10:33 am FEE 182.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

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.

Margie Culford 3/29/2021
DIRECT COMMUNICATIONS DATE

COUNTY RECORDER STAMP

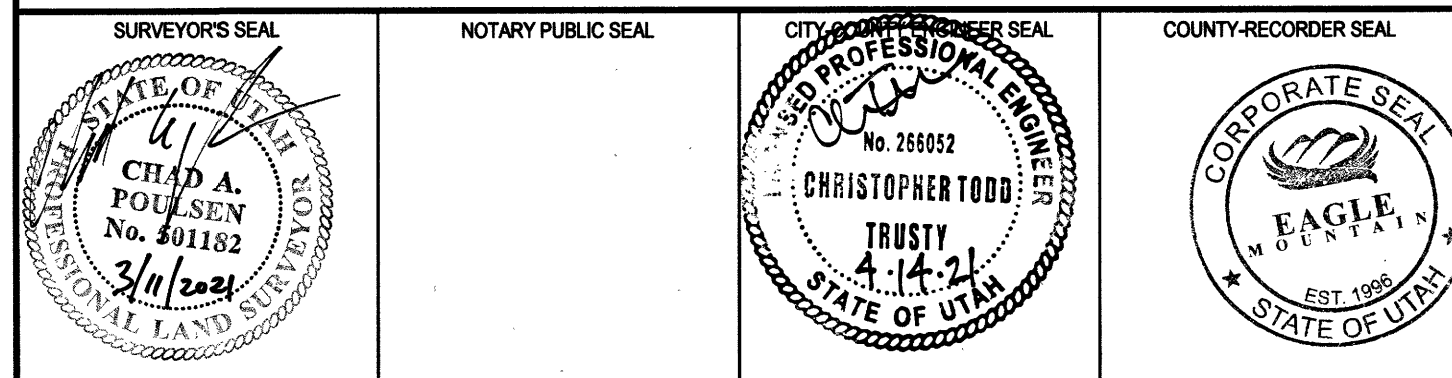
PHASE A PLAT 3

BRYLEE FARMS

SUBDIVISION
EAGLE MOUNTAIN CITY

UTAH COUNTY, UTAH

SCALE: 1" = 40'



This form approved by Utah County and the municipalities therein.

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27a-603(4)(c)(i) 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:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
(3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
(4) ANY OTHER PROVISION OF LAW.

Brad Hill 3-29-2021
ROCKY MOUNTAIN POWER DATE

NOTES:

- TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
- ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
- ALL OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY TO BE PUBLIC UTILITY, DRAINAGE, AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
- PARCELS A, B, C, AND D ARE DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY BRYLEE FARMS HOMEOWNERS ASSOCIATION.

17678

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	18°53'16"	4.94	N8°26'38"W 4.92
C2	50.00	127°46'33"	111.51	N45°00'00"E 89.79
C3	50.00	20°09'44"	17.59	N8°48'25"W 17.50
C4	50.00	61°47'08"	53.92	N32°10'01"E 51.34
C5	50.00	45°49'41"	39.99	N85°56'26"E 38.94
C6	15.00	18°53'16"	4.94	S80°33'22"E 4.92
C7	15.00	18°53'16"	4.94	N80°33'22"E 4.92
C8	50.00	127°46'33"	111.51	S45°00'00"E 89.79
C9	50.00	6°20'21"	5.53	N74°16'54"E 5.53
C10	50.00	49°06'05"	42.85	S77°59'53"E 41.55
C11	50.00	47°59'10"	41.88	S29°27'15"E 40.66
C12	50.00	24°20'56"	21.25	S6°42'46"W 21.09
C13	15.00	18°53'16"	4.94	S9°26'38"W 4.92
C14	15.00	90°00'00"	23.56	N45°00'00"E 21.21
C15	15.00	90°00'00"	23.56	S45°00'00"E 21.21



ENGINEERS
SURVEYORS
PLANNERS

3302 N. Main Street
Spanish Fork, UT 84606
Phone: 801.788.0555
Fax: 801.788.9393
office@lei-np.com
www.lei-np.com



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, June 23, 2022

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Overland phase "B" plat 2 out of warranty Bond Release

City Recorder:

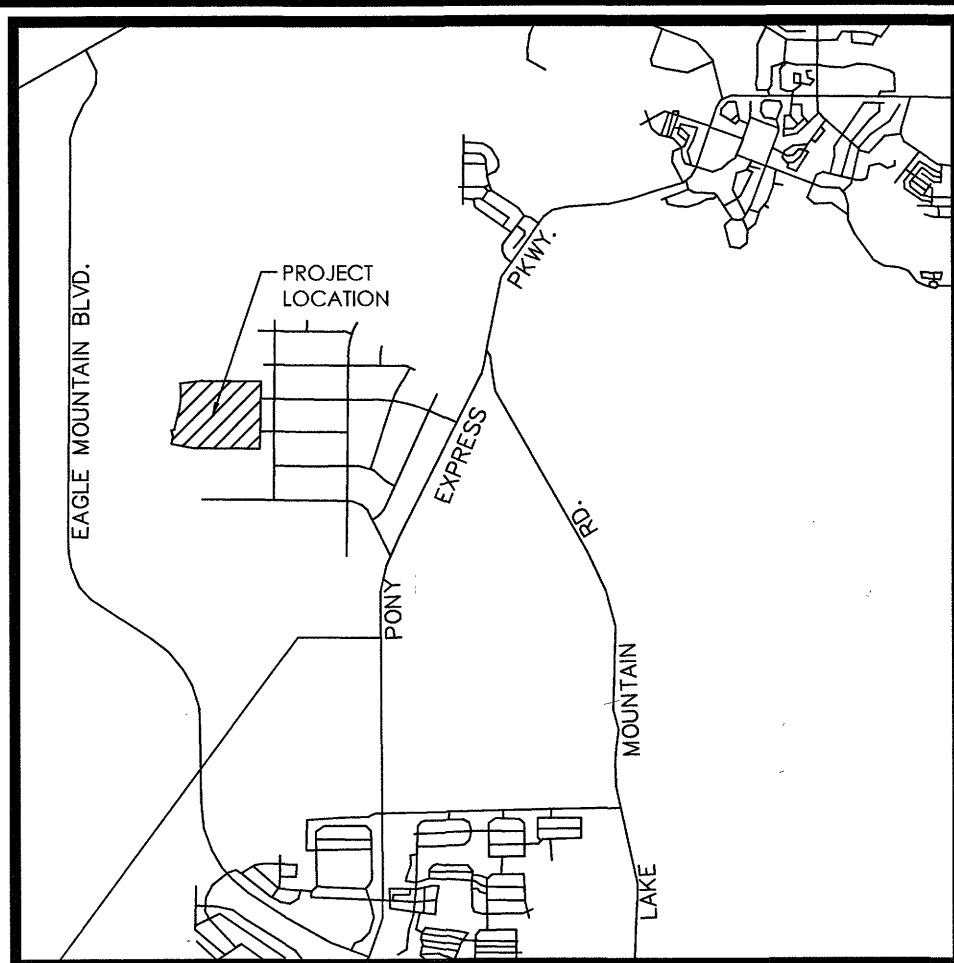
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP

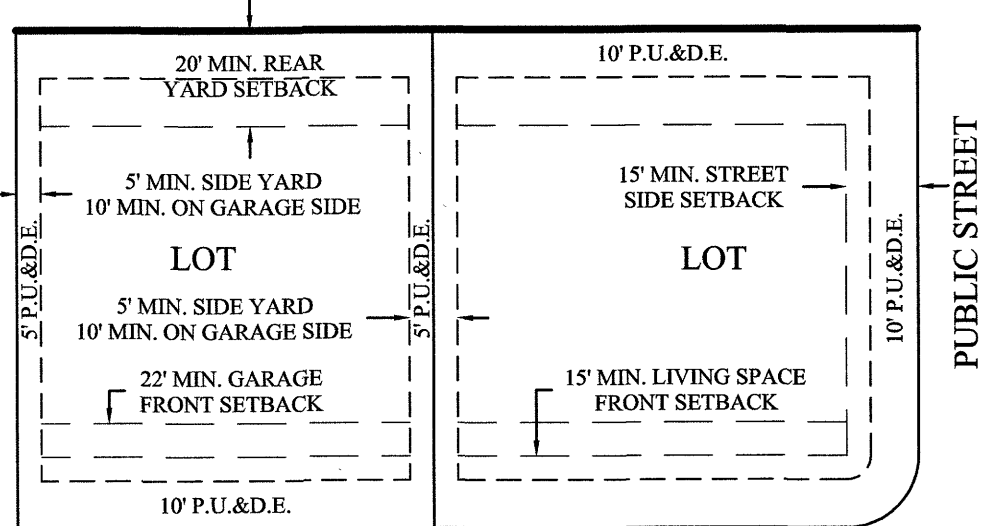
NOTES:
1) 15 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) * STREET MONUMENT TO BE SET

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	200.00	14°46'29"	51.57	S83°02'25"W
C2	3113.00	2°01'58"	110.44	N12°00'18"E
C3	3113.00	0°56'58"	51.58	N13°09'34"E
C4	3113.00	0°36'46"	33.29	N13°19'40"E
C5	3113.00	1°02'39"	56.73	N14°09'22"E
C6	862.00	9°25'52"	141.89	N09°57'49"E
C7	862.00	11°53'43"	178.96	N08°43'50"E
C8	862.00	2°27'55"	37.09	N04°00'56"E
C9	862.00	2°48'14"	42.19	N01°22'51"E
C10	862.00	9°32'42"	143.60	N01°59'23"W
C11	862.00	6°44'28"	101.42	N03°23'30"W
C12	173.50	14°46'29"	44.74	S83°02'25"W
C13	15.00	102°15'26"	26.77	N38°26'38"W
C14	3139.50	1°41'46"	92.94	N11°50'12"E
C15	3086.50	2°01'58"	109.50	S12°00'18"W
C16	15.00	77°24'22"	20.26	S51°43'28"W
C17	15.00	104°11'08"	27.28	S37°28'47"E
C18	3086.50	0°03'55"	3.52	S14°38'44"W
C19	3139.50	0°20'47"	24.46	N14°27'19"E
C20	15.00	76°11'43"	19.95	N52°19'47"E
C21	226.50	14°46'29"	58.41	N83°02'25"E
C22	835.50	5°48'18"	84.65	N11°46'33"E
C23	835.50	5°12'43"	76.00	N06°16'03"E
C24	835.50	5°12'43"	76.00	N01°03'20"E
C25	835.50	5°12'43"	76.00	N04°09'22"W
C26	888.50	6°32'17"	101.39	S03°17'24"E
C27	15.00	89°33'05"	23.44	S44°47'48"E
C28	15.00	85°10'46"	22.30	S47°50'16"W
C29	888.50	6°20'12"	98.26	S08°24'59"W
C30	888.50	3°05'40"	47.99	S13°07'55"W

Line Table		
LINE	DIRECTION	LENGTH
L1	N77°18'55"W	26.50
L2	N76°58'43"W	26.50
L3	N84°45'07"W	26.50
L4	S89°58'44"W	26.50

LEGEND

- SECTION LINE
- BOUNDARY
- RIGHT-OF-WAY LINE
- "P.U. & D.E." EASEMENT
- BUILDING SETBACK
- CENTERLINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY MARKERS



TYPICAL BUILDING SETBACKS

N.T.S.

PLAT TABULATIONS

TOTAL ACREAGE:	8.98 ACRES
TOTAL ACREAGE IN LOTS:	6.85 ACRES
AVERAGE LOT SIZE:	0.21 ACRES OR 9,327 SQFT.
LARGEST LOT SIZE:	0.31 ACRES OR 13,488 SQFT.
SMALLEST LOT SIZE:	0.17 ACRES OR 7,215 SQFT.
OVERALL DENSITY:	3.56 LOTS/ACRE
TOTAL NUMBER OF LOTS:	32 LOTS
TOTAL ACREAGE IN ROW:	2.13 ACRES

DIRECT COMMUNICATIONS

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 4/25/19

ROCKY MOUNTAIN POWER

- 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 § 17-27a-603(4)(c)(ii) 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 or right-of-way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
 - Any other provision of law

ROCKY MOUNTAIN POWER
DATE 4/25/19

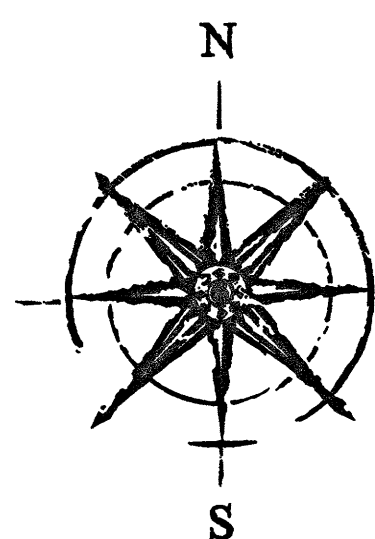
DOMINION ENERGY UTAH

Questar Gas Company dba Dominion Energy Utah, hereby approves this plat for the purposes of approximating the location, boundaries, course and dimensions of the rights-of-way and easement grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. The 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 acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information contact Dominion Energy Utah's Right-of-Way Department at 801-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 25 day of April, 2019

By *Alan Russell Roe*
Title *QAS account rep*



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Evan J. Wood
Evan J. Wood
Professional Land Surveyor
Certificate No. 183395

APRIL 19, 2019

Date

BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:
Beginning at the southwest corner of PLAT 1, OVERLAND, PHASE B Subdivision, according to the Official Plat thereof recorded as Entry No. 106126-2018 in the Office of the Utah County Recorder, said point located N89°12'34"W 988.50 feet along the Section to the North 1/4 Corner of Section 1, T6S, R2W, SLB&M and N89°17'16"W 221.44 feet along the Section line and North 1/4 Corner of Section 36, T5S, R2W, SLB&M; then along the north line of PLAT 3, OVERLAND, PHASE A Subdivision, according to the Official Plat thereof recorded as Entry No. 93080-2018 in the Office of the Utah County Recorder, N89°34'21"W 561.35 feet; then N79°00'41"W 187.01 feet; then N11°33'50"E 63.31 feet; then N14°20'50"W 53.00 feet; then N75°39'10"E 26.95 feet; then N14°00'01"E 131.56 feet; then N11°34'41"E 70.93 feet; then N06°32'26"E 63.75 feet; then N01°00'13"E 63.76 feet; then N03°48'24"W 63.77 feet; then N83°14'16"E 187.00 feet; then Southerly along the arc of a non-tangent curve to the right having a radius of 888.50 feet (radius bears: S83°14'16"W) a distance of 3.15 feet through a central angle of 0°02'12" Chord: S06°39'38"E 3.15 feet; then S89°34'21"E 493.05 feet to the northwest corner of Lot B127 of said PLAT 1, OVERLAND, PHASE B; then along said plat the following six (6) courses: (1) S00°34'55"W 116.00 feet; then (2) S00°25'39"W 53.00 feet; then (3) S00°26'59"W 222.00 feet; then (4) N89°34'21"W 5.14 feet; then (5) S00°25'39"W 53.00 feet; then (6) S00°34'51"W 119.00 feet to the point of beginning.

Contains: 8.98 acres +/-

ENT 63053-2019 Map # 16614
JEFFERY SHITH
UTAH COUNTY RECORDER
2019 Jul 09 10:37 am FEE 114.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

OWNERS DEDICATION

THE UNDERSIGNED OWNER OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, AND PUBLIC ROADS, THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS, FOR THE BENEFIT OF THE CITY AND THE PUBLIC, RESERVING HOWEVER TO THE STATE OF UTAH THE ENTIRE INTEREST OF THE STATE OF UTAH IN THE MINERAL ESTATE IN THE LANDS SO CONVEYED AND DEDICATED. SITLA DOES HEREBY DEDICATE TO EAGLE MOUNTAIN CITY, UTAH, PUBLIC UTILITY & DRAINAGE EASEMENTS ("P.U. & D.E.") DEPICTED ON THIS PLAT, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. ALL LOTS, PUBLIC ROADS, AND EASEMENTS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED

APRIL 27, 2017, AS ENTRY NO. 40466-2017.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF April, 2019.

STATE OF UTAH
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

David Ure
DIRECTOR
APPROVED AS TO FORM: SPECIAL ASSISTANT ATTORNEY GENERAL

Sean Reeves
SEAN REEVES, UTAH ATTORNEY GENERAL

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD. A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS
IVORY HOMES, LTD. A UTAH LIMITED PARTNERSHIP
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE
Ryan Tesch
RYAN TESCH

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE 22nd DAY OF April, 2019, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE CEO OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.
MY COMMISSION EXPIRES 01-10-2022

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY
Peter Steven Camarajas
PETER STEVEN CAMARAJAS
PRINTED FULL NAME OF NOTARY

MY COMMISSION No. 698412

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE 23rd DAY OF April, 2019, PERSONALLY APPEARED BEFORE ME David Ure, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.
MY COMMISSION EXPIRES: 05/06/21

Alan Russell Roe
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake County

MY COMMISSION No. 691764
Alan Russell Roe
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 2nd DAY OF July, 2019.

APPROVED BY MAYOR
Tommy Thomas
APPROVED BY CITY ENGINEER
Walter Tuckey
(SEE SEAL BELOW)

APPROVED BY CITY ATTORNEY
David Ure
ATTEST BY CITY RECORDER
David Ure
(SEE SEAL BELOW)

PHASE "B", PLAT 2 OVERLAND SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 36, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1"=60'

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



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, June 23, 2022

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Overland phase "C" plat 1 out of warranty Bond Release

City Recorder:

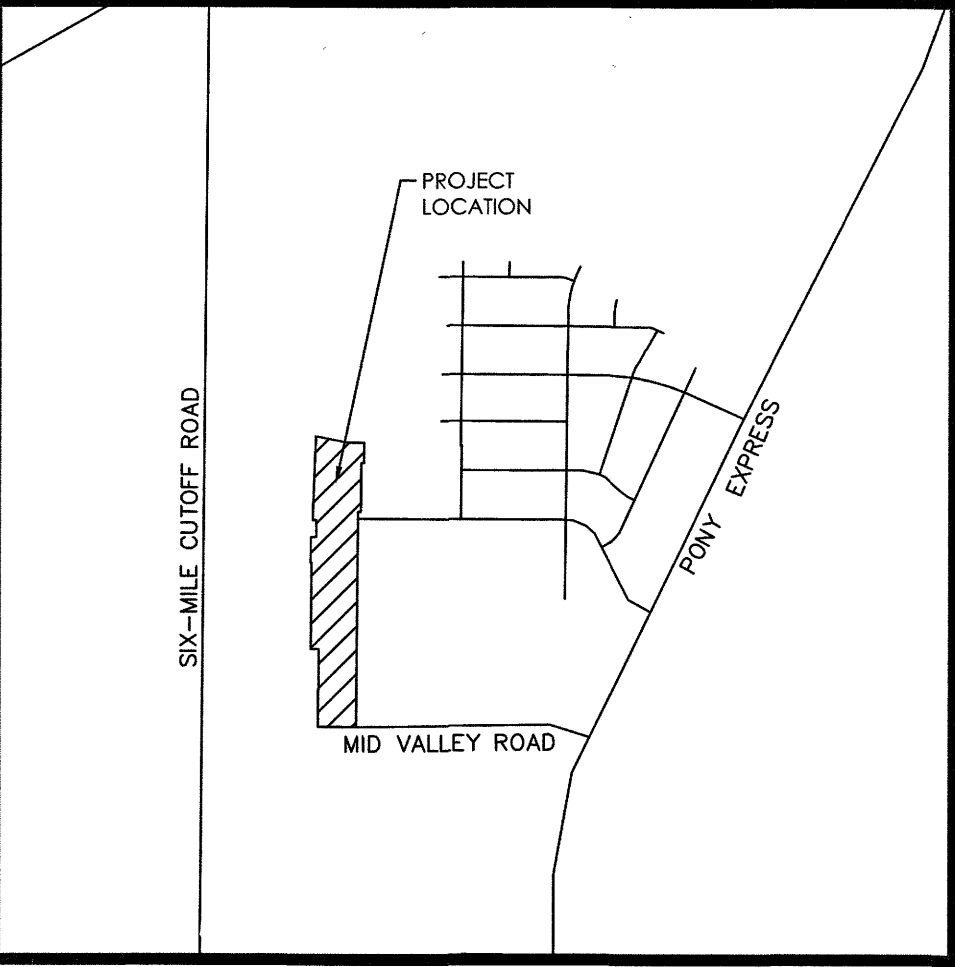
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

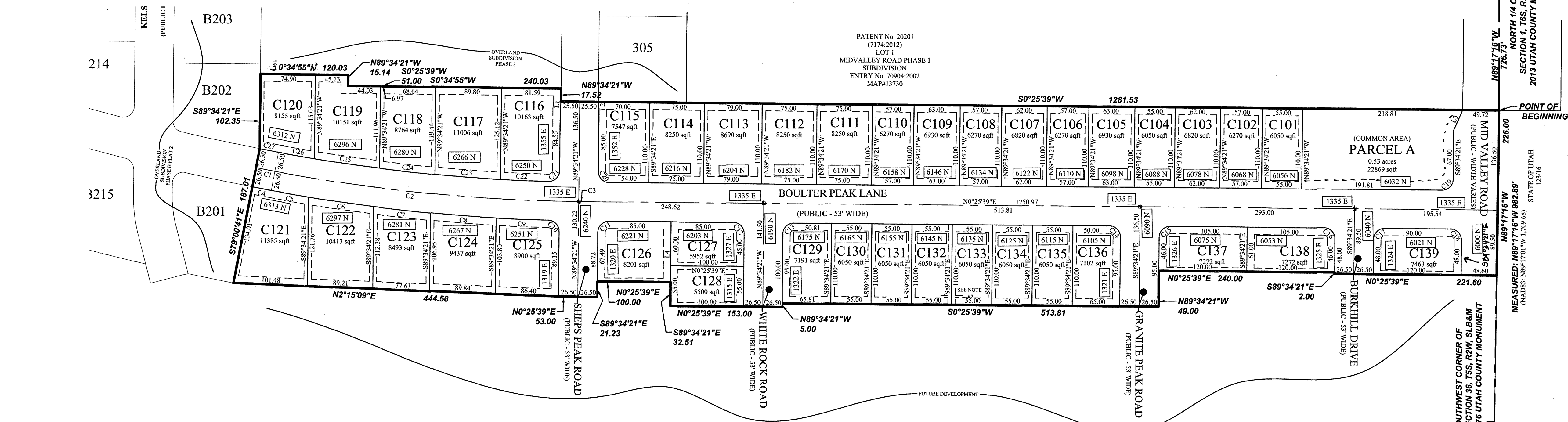
Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S.

NOTES:
1) #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS, NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) #4 STREET MONUMENT TO BE SET.
3) 10" DRAINAGE EASEMENT CENTERED ON THE LOT LINE BETWEEN LOTS C132 AND C133.



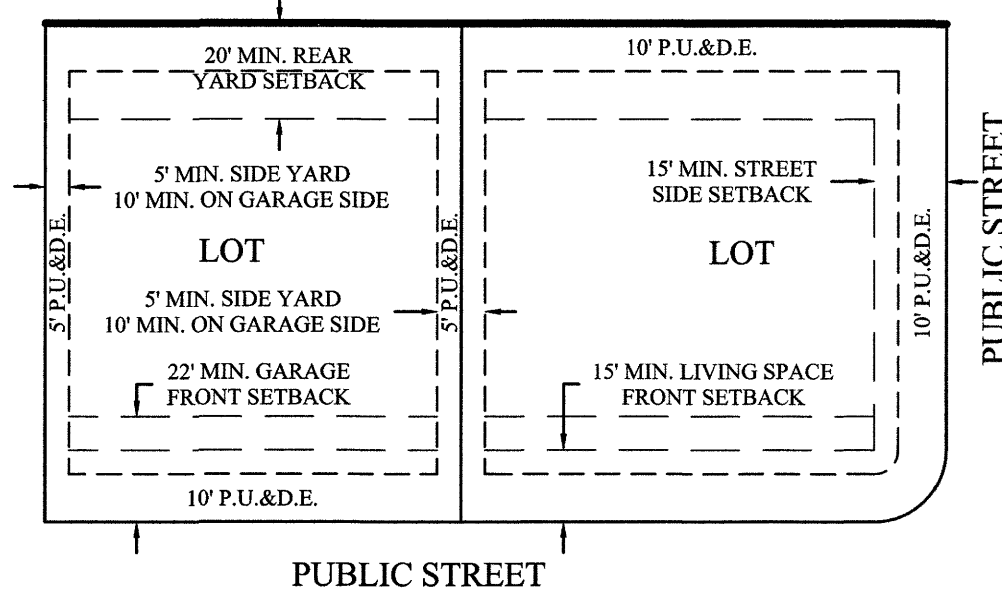
Line Table		
LINE	DIRECTION	LENGTH
L1	S83°51'43"E	10.05
L2	S84°43'01"W	10.05
L3	S66°22'26"E	30.46
L4	N89°34'21"W	82.49

DIRECT COMMUNICATIONS
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.
Maureen Ruffalo
DIRECT COMMUNICATIONS
1/15/2020
DATE

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	3113.00	0°29'01"	26.28	S10°44'48"W	26.28
C2	2400.00	9°58'22"	417.74	S05°31'07"W	417.21
C3	2400.00	0°06'17"	4.38	S00°28'48"W	4.38
C4	3139.50	0°29'01"	26.50	N10°44'48"E	26.50
C5	2426.50	1°12'58"	51.50	N09°53'49"E	51.50
C6	2426.50	2°07'30"	90.00	N08°13'35"E	89.99
C7	2426.50	1°50'30"	78.00	N06°14'34"E	78.00
C8	2426.50	2°07'30"	90.00	N04°15'34"E	89.99
C9	2426.50	1°41'33"	71.68	N02°21'02"E	71.68
C10	15.00	88°55'23"	23.28	N45°57'57"E	21.01
C11	15.00	90°00'00"	23.56	N44°34'21"W	21.21
C12	15.00	90°00'00"	23.56	N45°25'39"E	21.21
C13	15.00	90°00'00"	23.56	N44°34'21"W	21.21
C14	15.00	90°00'00"	23.56	N45°25'39"E	21.21
C15	15.00	90°00'00"	23.56	N44°34'21"W	21.21
C16	15.00	90°00'00"	23.56	N45°25'39"E	21.21
C17	15.00	90°00'00"	23.56	N44°34'21"W	21.21
C18	15.00	90°00'00"	23.56	N45°25'39"E	21.21
C19	15.00	90°00'00"	23.56	S44°34'21"E	21.21
C20	15.00	90°00'00"	23.56	S45°25'39"W	21.21
C21	15.00	91°06'53"	23.85	S44°00'54"E	21.42
C22	2373.50	1°34'38"	65.34	S02°19'51"W	65.33
C23	2373.50	2°10'21"	90.00	S04°12'21"W	89.99
C24	2373.50	1°50'05"	76.00	S06°12'34"W	76.00
C25	2373.50	2°10'21"	90.00	S08°12'47"W	89.99
C26	2373.50	1°12'21"	49.95	S09°54'08"W	49.95
C27	3086.50	0°29'01"	26.05	S10°44'48"W	26.05

PLAT TABULATIONS

TOTAL ACREAGE:	10.21 ACRES
ACREAGE IN LOTS:	6.77 ACRES
ACREAGE IN OPEN SPACE:	0.53 ACRES
AVERAGE LOT SIZE:	0.17 ACRES OR 7370 SQFT.
LARGEST LOT SIZE:	0.26 ACRES OR 11385 SQFT.
SMALLEST LOT SIZE:	0.13 ACRES OR 5500 SQFT.
OVERALL DENSITY:	3.82 LOTS/ACRE
TOTAL NUMBER OF LOTS:	39 LOTS
TOTAL ACREAGE IN ROW:	2.91 ACRES



TYPICAL BUILDING SETBACKS
N.T.S.

16945

DOMINION ENERGY UTAH - NOTE:
Questar Gas Company dba Dominion Energy Utah, hereby approves this plat for the purposes of approximating the location, boundaries, course and dimensions of the rights-of-way and easement grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. The 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 acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information contact Dominion Energy Utah's Right-of-Way Department at 801-366-8552.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH
Approved this 15 DAY OF January A.D. 2020
By: *Deborah Eldredge*
Title: *Plat - Con Specialist*

ROCKY MOUNTAIN POWER
1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the 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:
(1) A recorded easement or right-of-way
(2) The law applicable to prescriptive rights
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
(4) Any other provision of law
Wade Stoltz
ROCKY MOUNTAIN POWER
1/15/2020
DATE

SURVEYOR'S CERTIFICATE
I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.
01/02/20
Date
Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

BOUNDARY DESCRIPTION
A portion of the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:
Beginning at a point on the West line of MIDVALLEY ROAD PHASE 1, according to the Official Plat thereof recorded August 22, 2012 as Entry No. 70904-2012 in the Office of the Utah County Recorder, located N89°17'16"W along the Section line 726.73 feet from the North 1/4 Corner of Section 1, T6S, R2W, S.L.B. & M.; then N89°17'16"W along the Section line 226.00 feet; then N00°25'39"E 221.60 feet; then S89°34'21"E 2.00 feet; then N00°25'39"E 240.00 feet; then N89°34'21"W 49.00 feet; then N00°25'39"E 513.81 feet; then N89°34'21"W 5.00 feet; then N00°25'39"E 153.00 feet; then S89°34'21"E 32.51 feet; then N00°25'39"E 100.00 feet; then N89°34'21"W 21.23 feet; then N00°25'39"E 53.00 feet; then N02°15'09"E 444.56 feet; then S79°00'41"E 187.01 feet; then S89°34'21"E 102.35 feet to the Northwest Corner of Lot 306, PHASE "A", PLAT 3 OVERLAND SUBDIVISION, according to the Official Plat thereof recorded September 27, 2018 as Entry No. 93080-2018 in the Office of the Utah County Recorder; then along said plat the following 6 (six) courses: 1) S00°34'55"W 120.03 feet; 2) N89°34'21"W 15.14 feet; 3) S00°25'39"W 51.00 feet; 4) S00°34'55"W 240.03 feet; 5) N89°34'21"W 17.52 feet; 6) S00°25'39"W along said plat and along the West line of said MIDVALLEY ROAD PHASE 1 1,281.53 feet to the point of beginning.
Contains: 10.21 acres +/-

OWNERS DEDICATION
THE UNDERSIGNED OWNER OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, COMMON AREA, AND PUBLIC ROADS. THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-407, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS, FOR THE BENEFIT OF THE CITY AND THE PUBLIC. SITLA DOES HEREBY DEDICATE AND CONVEY TO THE OVERLAND MASTER ASSOCIATION THE AREA DEPICTED ON THIS PLAT AS PARCEL A, FOR THE BENEFIT OF ITS MEMBERS. SITLA DOES HEREBY DEDICATE TO THE CITY PUBLIC UTILITY & DRAINAGE EASEMENTS ("P.U. & D.E.") ON PARCEL A AND ON THE AREAS DEPICTED ON THIS PLAT AS EASEMENTS, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL AND GAS AND OTHER MINERALS IN ALL LANDS SO CONVEYED AND DEDICATED. ALL LOTS, COMMON AREAS, PUBLIC ROADS, AND EASEMENTS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 40466-2017.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 10th DAY OF January, 2020.
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
David W. Llewellyn
DIRECTOR
APPROVED AS TO FORM: SEAN REYES, UTAH ATTORNEY GENERAL
By: *Chris S. Sells*
SPECIAL ASSISTANT ATTORNEY GENERAL

JOINER AND CONSENT
THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD. A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE COVENANTS AND DEDICATIONS
IVORY HOMES, LTD. A UTAH LIMITED PARTNERSHIP
PRINTED NAME OF OWNER: CLARK D. IVORY
BY: *CLARK D. IVORY*
CEO IVORY HOMES, LTD
AUTHORIZED SIGNATURE: *CLARK IVORY*

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }
ON THE 13th DAY OF January, 2020, PERSONALLY APPEARED BEFORE ME *CLARK IVORY* WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE CEO OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.
MY COMMISSION EXPIRES: 1-10-2022
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY
Peter Steven Grawboldus
PRINTED FULL NAME OF NOTARY

STATE OF UTAH ACKNOWLEDGEMENT
STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE 10th DAY OF January, 2020, PERSONALLY APPEARED BEFORE ME *David W. Llewellyn* WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.
MY COMMISSION EXPIRES: 05/06/21
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY
Alan Russell Roe
PRINTED FULL NAME OF NOTARY

ALAN RUSSELL ROE
Notary Public State of Utah
My Comm. Exp. May 6, 2022
Comm. Number: 654764

ACCEPTANCE BY LEGISLATIVE BODY
THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 6 DAY OF January, 2020.
APPROVED BY MAYOR: *Alan Russell Roe*
APPROVED BY CITY ATTORNEY: *Alan Russell Roe*
APPROVED BY CITY ENGINEER: *Alan Russell Roe*
APPROVED BY CITY RECORDER: *Alan Russell Roe*
(SEE SEAL BELOW)

PHASE "C", PLAT 1 OVERLAND SUBDIVISION
LOCATED IN THE SW1/4 OF SECTION 36, T5S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1"=80'
ENT 14008-2020 Map 4 16945
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Feb 07 10:16 am FEE 130.00 BY DA
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR'S SEAL: *Spencer W. Llewellyn*
NOTARY PUBLIC SEAL: *Alan Russell Roe*
CITY ENGINEER SEAL: *Alan Russell Roe*
COUNTY RECORDER SEAL: *Jeffery Smith*



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Wednesday, November 2, 2022

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

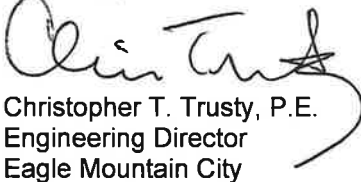
SUBJECT: Overland Trails III-B out of warranty Bond Release

City Recorder:

The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,



Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

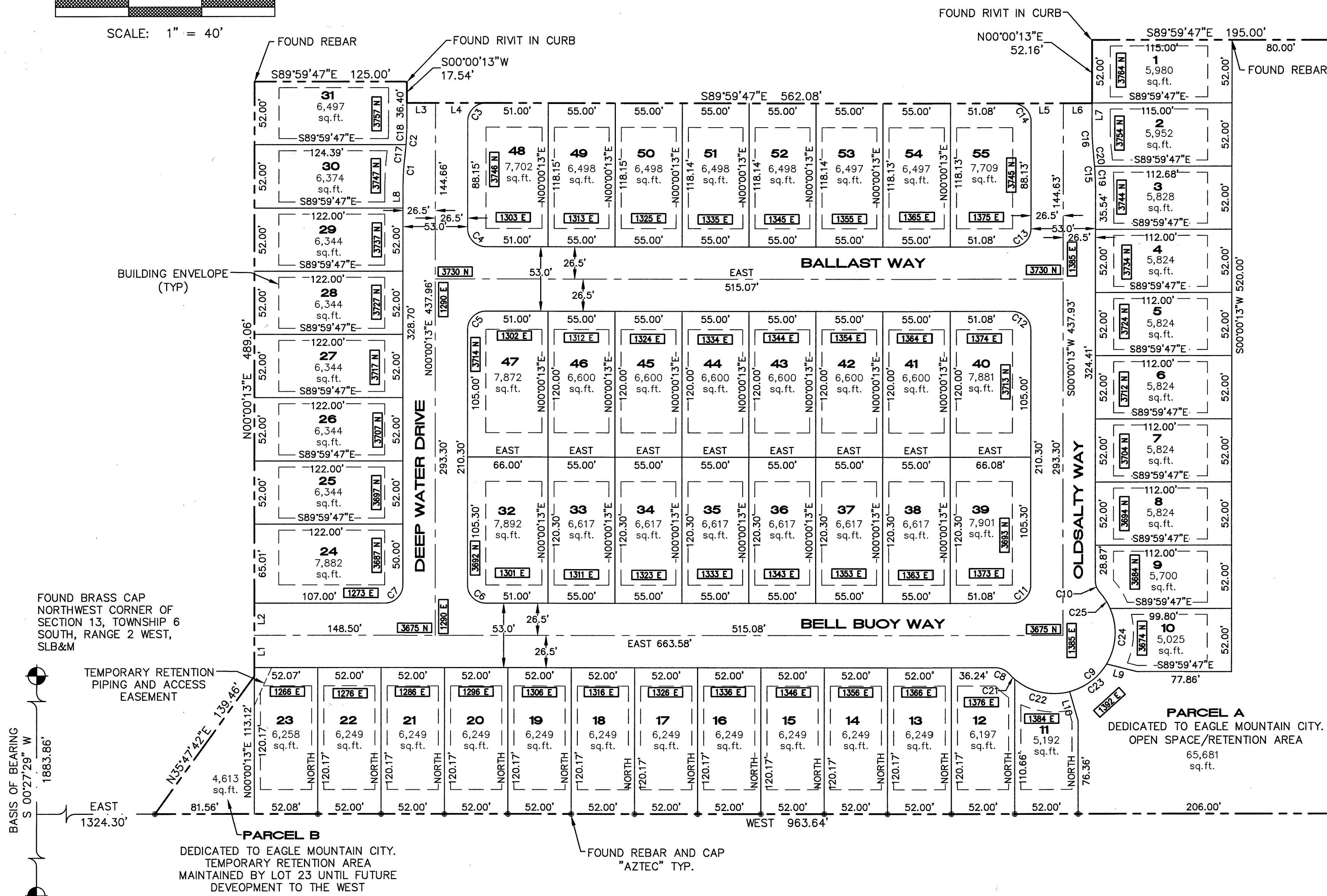
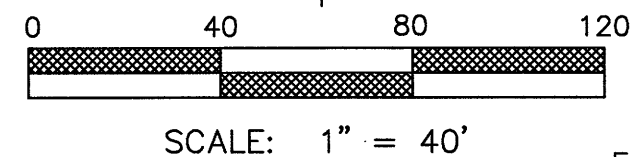
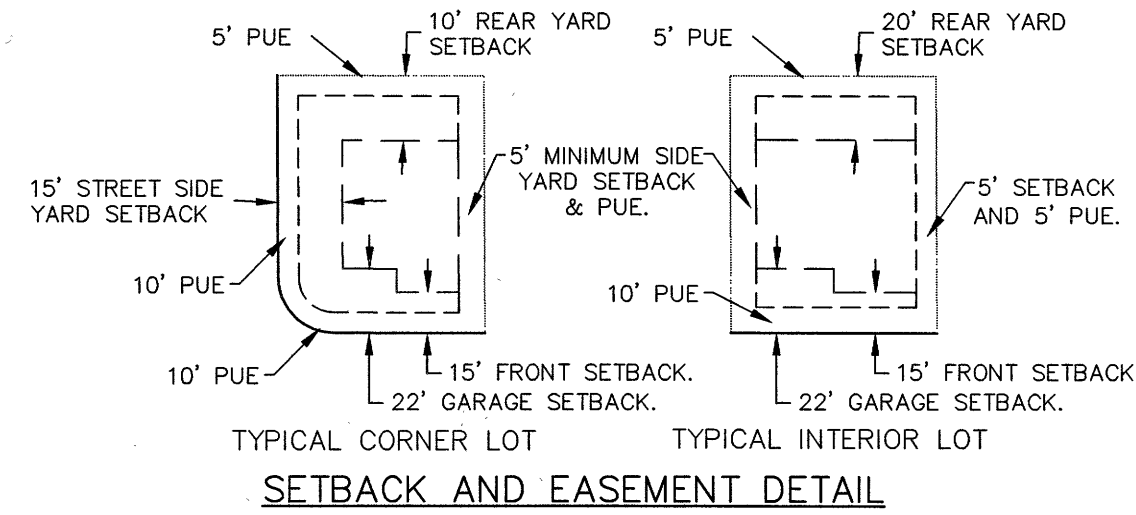
Cc: Fionnuala Kofoed, City Recorder

OVERLAND TRAILS PLAT III-B

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

AREA TABULATIONS

TOTAL AREA: 12.22 ACRES
AVERAGE LOT SIZE: 5,960 SQ. FT. (0.14 ACRES)
LARGEST LOT SIZE: 6,836 SQ. FT. (0.16 ACRES)
SMALLEST LOT SIZE: 5,237 SQ. FT. (0.12 ACRES)
ACRES IN RIGHT-OF-WAY: 2.33 ACRES
DENSITY: 4.5 LOTS PER ACRE
TOTAL # OF LOTS: 55



FOUND BRASS CAP
NORTHWEST CORNER OF
SECTION 13, TOWNSHIP 6
SOUTH, RANGE 2 WEST,
SLB&M

TEMPORARY RETENTION
PIPING AND ACCESS
EASEMENT

PARCEL B
DEDICATED TO EAGLE MOUNTAIN CITY.
TEMPORARY RETENTION AREA
MAINTAINED BY LOT 23 UNTIL FUTURE
DEVELOPMENT TO THE WEST

FOUND BRASS CAP
WEST QUARTER CORNER OF
SECTION 13, TOWNSHIP 6
SOUTH, RANGE 2 WEST,
SLB&M

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.

Approved this 18 day of September 2019
By: *Maurice Culford* Title: *Pre-Com Spec*

DOMINION ENERGY

Domination Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Domination Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing 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 Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Domination Energy's right-of-way department at 1-800-366-8532

Approved this 18 day of September 2019

By: *Quincy Eldredge* Title: *Pre-Com Spec*

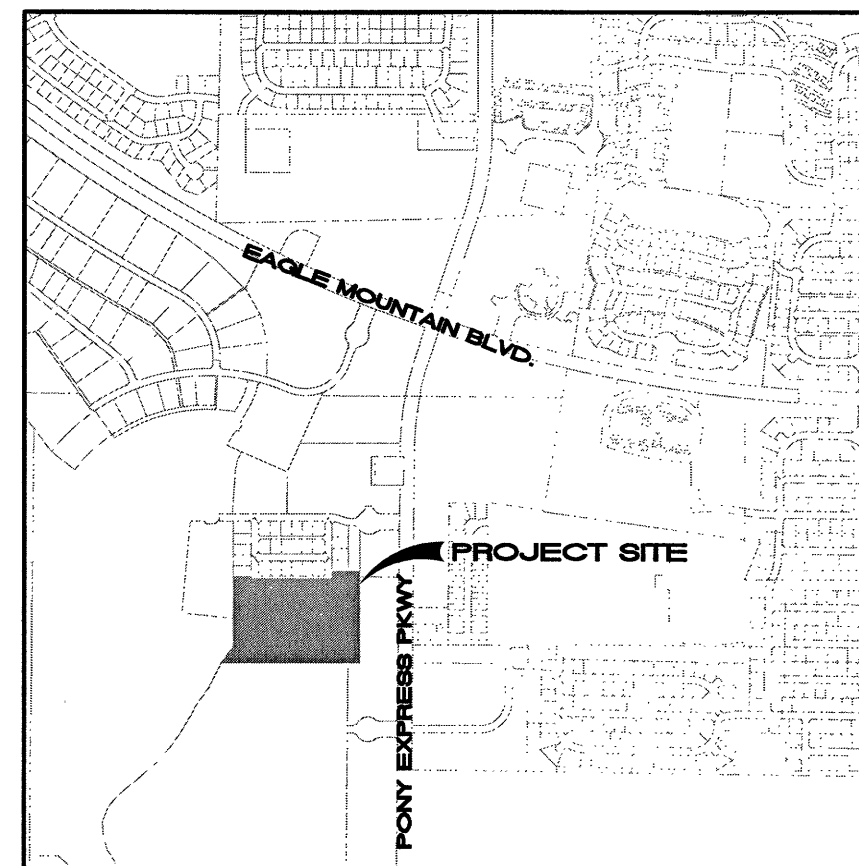
ROCKY MOUNTAIN POWER APPROVAL

- 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 17-27a-603(4)(c)(ii) 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

Approved this 18 day of September 2019
By: *Del Edwards* Title: *Pre-Com Spec*

ROCKY MOUNTAIN POWER DATE



VICINITY MAP

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	24.51	200.00	7°01'18"	24.49 S3°30'52"W
C2	24.51	200.00	7°01'18"	24.49 N3°30'52"E
C3	23.56	15.00	90°00'00"	21.21 S45°00'13"W
C4	23.56	15.00	90°00'13"	21.21 S44°59'54"E
C5	23.56	15.00	89°59'47"	21.21 S45°00'06"W
C6	23.56	15.00	90°00'13"	21.21 S44°59'54"E
C7	23.56	15.00	89°59'47"	21.21 N45°00'06"E
C8	12.53	15.00	47°52'44"	12.17 N66°03'38"W
C9	156.59	50.00	179°26'22"	100.00 N48°09'33"E
C10	10.88	15.00	41°33'51"	10.64 S20°46'42"E
C11	23.56	15.00	89°59'47"	21.21 N45°00'06"E
C12	23.56	15.00	90°00'13"	21.21 N44°59'54"W
C13	23.56	15.00	89°59'47"	21.21 N45°00'06"E
C14	23.56	15.00	90°00'00"	21.21 N44°59'47"W
C15	24.51	200.00	7°01'18"	24.49 N3°30'26"E
C16	24.51	200.00	7°01'18"	24.49 S3°30'26"E
C17	8.90	200.00	2°32'56"	8.90 N5°45'03"E
C18	15.61	200.00	4°28'22"	15.61 N21°4'24"E
C19	16.48	200.00	4°43'13"	16.47 N2°21'23"W
C20	8.03	200.00	2°18'05"	8.03 N5°52'02"W
C21	6.56	50.00	7°31'16"	6.56 S45°52'54"E
C22	48.04	50.00	55°03'03"	46.21 S77°10'04"E
C23	38.82	50.00	44°28'53"	37.85 N53°03'58"E
C24	47.46	50.00	54°23'19"	45.70 N3°37'52"E
C25	15.71	50.00	17°59'51"	15.64 N32°33'42"W

Line Table		
Line #	Length	Direction
L1	26.50	N00°00'13"E
L2	26.50	N00°00'13"E
L3	23.50	S89°59'47"E
L4	41.50	N89°59'47"W
L5	41.50	S89°59'47"E
L6	23.50	N89°59'47"W
L7	19.56	S00°00'13"W
L8	18.70	S00°00'13"W
L9	25.64	N75°33'53"W
L10	25.02	N16°06'19"W

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4344

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as OVERLAND TRAILS PLAT "A" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at the Northwest corner of Harmony Phase A Plat 1 which is South 00°27'29" West 1863.86 feet along the section line and East 1324.30 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 35°47'42" East 139.46 feet; thence North 00°00'13" East 489.06 feet to the Monumented line of Overland Trails Phase III-A the following five courses; 1) thence South 89°59'47" East 125.00 feet; 2) South 00°00'13" West 17.54 feet; 3) South 89°59'47" East 562.08 feet; 4) North 00°00'13" East 52.16 feet; 5) South 89°59'47" East 195.00 feet; thence South 00°00'13" West 636.74 feet; thence West 963.64 feet along the North line of Harmony Phase A Plat 1 to the point of beginning.

Parcel contains: 12.228 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).

ENT 9500512019 Map 16721
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Sep 24 11:52 am FEE 144.00 BY NA
RECORDED FOR EAGLE MOUNTAIN CITY

Sept 16, 2019
DATE

Travis Trane
SURVEYOR
(See Seal Below)

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.

OWNER(S):
PRINTED: *Nate Hutchinson*
Manager
Building Construction Partners LLC

AUTHORIZED SIGNATURES

[Signature]
NOTARY PUBLIC SIGNATURE
MATT RASBAND
PRINTED NAME OF NOTARY

ACKNOWLEDGEMENT

On the 18 day of September, 2019, 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 their own free will and without duress.

My Commission Expires 6/1/21

695504
COMMISSION NUMBER

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 24 day of September 2019.

APPROVED BY MAYOR
Christina T. Tink
APPROVED BY CITY ENGINEER
(See Seal Below)

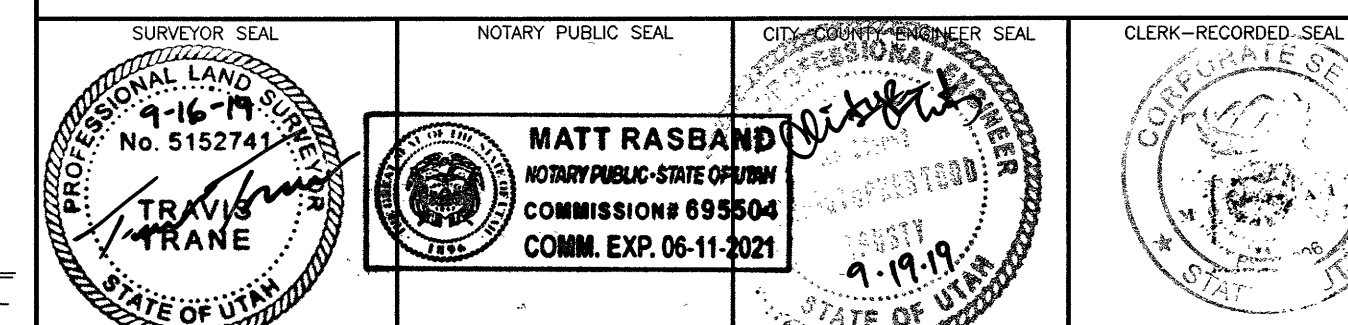
APPROVED BY CITY ATTORNEY
[Signature]
ATTEST BY CITY RECORDER
(See Seal Below)

PLAT III-B

OVERLAND TRAILS

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH



Dec. 13-6-2019 TO-037



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	SITE PLAN - America First Credit Union		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	None.		
APPLICANT:	Natalie Nichols, AWA; agent for AFCU		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE CC	ACREAGE 1.05	COMMUNITY South Town / City Center

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud, AICP

RECOMMENDATION:

Staff recommends the City Council approve the America First Credit Union site plan.

BACKGROUND:

Natalie Nichols, agent for America First Credit Union requests site plan approval of a new AFCU branch location. This will be the first branch location in Eagle Mountain. The nearest branch location is Saratoga Springs.

The applicant proposes to construct a 2,968 square-foot building on a 1.05 acre lot. The lot is platted as Lot 5 of Marketplace at Eagle Mountain Town Center Subdivision which was recorded in July 2021. A detached drive-through structure is a component of the site and will be located on the west, or interior side, of the lot. Parking (29 stalls) will not be located between the building and Pony Express but will be located south and west of the building. Landscaping totals 11,608 square feet and is comprised of shrubs, trees, flowers, groundcover, and stone. Grass is not proposed on-site but is included as landscaping in the right-of-way which will be maintained by AFCU. Required landscape material is proposed to block vehicular lighting from impact to adjacent property and Pony Express.

The main building is 23'10" in height and the drive-through is 16'10" in height. Material used on the exterior is standing seam metal roofing, cast in place concrete, precast concrete, brick veneer, split-

face CMU (dumpster enclosure) and metal panels. Lighting on the building with three fixtures on the exterior (two on the west elevation and one on the south elevation), seven 14' parking lot lights, and six under-canopy lights. Lighting cannot exceed 100,000 lumens per acre and this site calculates at 79,456 lumens.

ITEMS FOR CONSIDERATION:

Site Plan Development Standards: The following are standards required for all site plans in any zoning district (17.100.050)

A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.

B. Screening Requirements: The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it complies with 17.100.050.B.

C. Access Requirements: The building is accessed via an internal roadway. The width of the access is 28' which complies with 17.100.050.C.

D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials and therefore does not provide off-street truck loading space.

E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.

F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer.

Commercial Design Standards The following are design standards for the site and building design of commercial developments.

17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located adjacent to Pony Express Parkway with the drive-thru between the building and interior lot line. Pedestrian access is provided from the Pony Express trail.

17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other

pedestrian-oriented features is prohibited. The main entrance to the building is located on the south elevation which opens to the main parking area with the side (East elevation) facing toward Pony Express Parkway. It is the opinion of staff that the architecture and landscaping is sufficient to provide needed elements when facing a public ROW. Additional site plans approved in the Marketplace development have similar characteristics.

17.72.030.B requires surface parking to be located to the rear or side of the building and that parking should not be located between any commercial building and the street. All parking is located to the side or rear of the building in compliance with the required design standard.

Architectural Standards: The following architectural elements shall be applied to commercial development. Minor variations to these standards may be considered. 17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the primary façade. The proposed AFCU elevations vary from approved elevations with elements unique to each user. It is the opinion of staff that the elevations largely comply with code and are in harmony with approved building architecture.

17.72.040.B states "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico." The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure. Awnings are used on all elevations.

17.72.040.C states: "the primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either a sloping roof with overhanging eaves, or a decorative parapet and multiple roof planes and heights..." The proposed building has multiple roof planes and heights and a decorative parapet, therefore, it complies with 17.72.040.C.

17.72.040.D requires vertical and horizontal articulation. The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposal uses reveals, awnings, decorative trim and molding, decorative doors and windows. The west (interior side) elevation is less enhanced than the others. This side of the building is the location of the breakroom, storage, mother's room, and restroom. It was suggested to the applicant to include a window in the mother's room (upper portion of wall to provide privacy but break up wall and allow natural light) but this is not wanted by the applicant.

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the Planning Commission to determine if the elevations meet this standard. In staff's opinion, the east wall lacks the amount of detail of the others but since this location is interior to the lot and the drive-thru structure in proximity, may not be an issue.

17.72.040.G states "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended..." The proposed elevations match the colors and materials of other developments within the Marketplace development, and it is the opinion of staff that the elevations comply with this requirement.

Parking. Financial institutions are not specifically listed in the parking standards of EMMC 17.55 and as such can be classified as "Other Business" or "Office Professional" which each have a standard of one stall per 300 square feet. Where no comparative land use standard for parking is found in Table 17.55.120(c), Required Parking by Land Use, the city engineer shall make a recommendation to the Planning Commission. The Planning Commission shall then determine an appropriate parking requirement. Planning and Engineering have not determined the appropriate number. The applicant proposes 29 stalls, which seems excessive for a financial institution with the trend to use digital banking. Various studies point to a large percentage of transactions now done with computers or

mobile devices. If this were a retail establishment, required parking would be 3.3 to 5 stalls per 1,000 square feet or 10 to 15 stalls. Per the Institute of Transportation Engineers, Trip Generation Handbook, 10th Edition, a 2,600 square foot walk-in bank will generate 32 PM Peak hour trips and a 2,600 square foot drive in bank will generate 54 PM Peak Hour trips. The number of stalls may be justified at peak times.

Bike Racks

The applicant is providing bike racks in compliance with 17.35.050.K.

Site plan approval is based on compliance with the Marketplace at Eagle Mountain Development Agreement. Approval is also subject to compliance with: A. Parking. The development shall comply with Chapter 17.55 EMMC. B. Outdoor Lighting. The development shall comply with Chapter 17.56 EMMC. C. Landscaping. The development shall comply with Chapter 17.60 EMMC. Parking, landscaping, and outdoor lighting is compliant with the EMMC.

REQUIRED FINDINGS:

Site Plan approvals are based upon compliance with City Code requirements and the Marketplace at Eagle Mountain Development Agreement. The approval criteria for a Site Plan can be found in EMMC 17.100.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended approval of the AFCU site plan to the City Council, for the reasons set forth in the staff report and in the meeting, with the following conditions:

1. Compliance with EMMC; and
2. Compliance with the Marketplace at Eagle Mountain Development Agreement.

(Additional conditions, if any, recommended by the City Council.)

ATTACHMENTS:

[AFCU Civil](#)

[AFCU Elevations](#)

[AFCU Photometric](#)

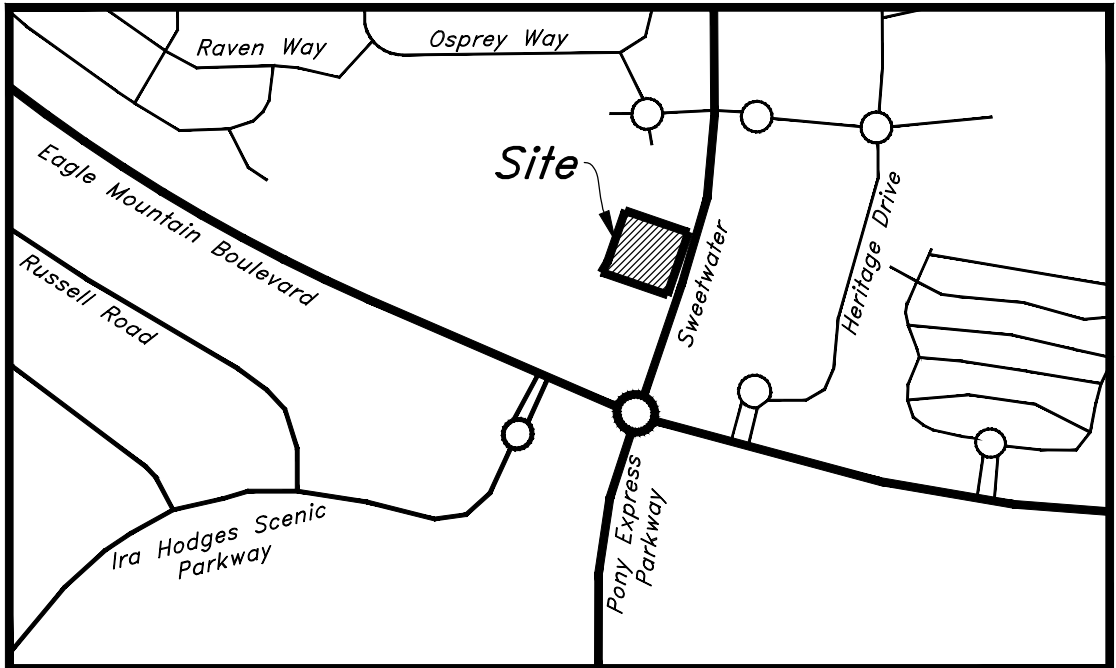
RBallif reviewed 9/22/22 no comment
DDeVoogd/UFA reviewed 9/23/2022 - No Comments
CTrusty reviewed 9/26/22- No Comments
S. Lehmitz reviewed 09/27/2022 - No Comments
M BAHR 9-29-22
NO COMMENT

AFCU - Eagle Mountain

4195 North Pony Express Parkway

Eagle Mountain, UT

Planning, David Stroud, 801-789-6615 dstroud@emcity.org
Engineering, Chris Trusty, 801-789-6671, ctrusty@emcity.org
Public Works, Mack Straw, 801-789-6678, mstraw@emcity.org
Parks, Brad Hickman, 801-789-6664 bhickman@emcity.org
Fire, Dan DeVoogd, 801-743-7232 ddevoogd@unifiedfire.org



Vicinity Map
Not to Scale

Owner/Developer

Tim Snideman
America First Federal Credit Union
4646 South 1500 West, Suite 100
Riverdale, UT 84405

Engineer

Jake Tate
Anderson, Wahlen & Associates
2010 North Redwood Road
Salt Lake City, UT 84116

Architect

Tony Pantone
Bolt Pantone Architects
333 24th Street
Ogden, UT 84401

Surveyor

Anderson, Wahlen & Associates
2010 North Redwood Road
Salt Lake City, UT 84116

Abbreviations

BCR	Begin Curb Return	PT	Point of Tangency
BOL	Bollard	PVC	Polyvinyl Chloride
BRW	Finish Grade - Bottom of Retaining Wall	PVI	Point of Vertical Intersection
CATV	Cable Television Box	RCP	Reinforced Concrete Pipe
CB	Catch Basin	RD	Roof Drain
CMP	Corrugated Metal Pipe	SB	Signal Box
COB	Cleanout Box	SD	Storm Drain
COTG	Cleanout to Grade	SDMH	Storm Drain Manhole
EA	Edge of Asphalt	SMH	Sewer Manhole
EB	Electrical Box	SP	Signal Pole
EC	End of Curve	SS	Sanitary Sewer
ECR	End Curb Return	SVZ	Sight Visibility Zone
GB	Grade Break	SW	Secondary Water
GM	Gas Meter	TA	Top of Asphalt
HB	Hose Bib	TB	Telephone Box
HP	High Point	TBC	Top Back of Curb
I	Irrigation Line	TG	Top of Grate
ICB	Irrigation Control Box	TMH	Telephone Manhole
Lip	Lip of Gutter	TP	Top of Concrete
LP	Light Pole	TRW	Finish Grade - Top of Retaining Wall
MH	Manhole	TW	Top of Walk
Mon	Monument	VC	Vertical Curve
PC	Point of Curvature	VPC	Vertical Point of Curve
PCC	Point of Compound Curvature	VPT	Vertical Point of Tangency
PI	Point of Intersection	WL	Waterline
PM	Power Meter	WP	Working Point
PP	Power Pole	WV	Water Valve

Legend

Proposed Curb & Gutter	Existing Improvements
Proposed Open Face C & G	Existing Asphalt
Proposed Asphalt	Existing Concrete
Proposed Concrete	Existing Inlet Box
Proposed Truncated Domes	Existing Catch Basin
Proposed Inlet Box	Existing Manhole
Proposed Catch Basin	Existing Fire Hydrant
Proposed Manhole	Existing Water Valve
Proposed Transformer	Existing Overhead Power Line
Proposed Meter Box	Existing Water
Proposed Water Meter	Existing Secondary Water
Proposed Combo Box	Existing Sewer
Proposed Fire Hydrant	Existing Storm Drain
Proposed Water Valve	Existing Gas
Proposed Water Line	Existing Power
Proposed Sanitary Sewer	Existing Telephone
Proposed Storm Drain	Existing Fence
Proposed Conduit Line	Flowline
Proposed Power Line	Centerline
Proposed Gas Line	Existing Contour
Proposed Fire Line	Existing Spot
Proposed Secondary Water Line	Existing Light Pole
Proposed Roof Drain	Existing Street Light
Proposed Fence	Existing Building
Ridge line	Existing Telephone Box
Grade Break	Existing Power Meter
Proposed Contour	Existing Electrical Box
Direction of Drainage	Existing Electrical Cabinet
Proposed Spot	Existing Gas Meter
ADA Accessible Route	Existing Water Meter
Property Line	Existing Iris Control Box
Sawcut Line	Existing Bollard
Proposed Light Pole	Existing Hose Bib
Proposed Street Light	Working Point
Proposed Building	Existing Deciduous Tree
Existing Power Pole w/ Guy	Existing Coniferous Tree
Existing Utility Marker	
Existing Post	



Civil Sheet Index

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	ALTA Survey
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C2.1	Grading Plan
C2.2	Grading Details & Notes
C3.1	Utility Plan
C4.1	Details
C4.2	Details
C5.1	Erosion Control Plan - Phase 1
C5.2	Erosion Control Plan - Phase 2
C5.3	Erosion Control Details
L1.1	Landscape Plan
L2.1	Irrigation Plan
L3.1	Landscape & Irrigation Details

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 a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specification.
- 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 in) 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 & post collar pour.
- 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.

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" manila filament) 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.

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Eagle Mountain, Utah County, Utah and Incorporated Areas Map Number 49049C0275F dated 19 June, 2020 (Not Printed). Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

Basis of Bearings

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4865.18 feet
Observed 16 September, 2020

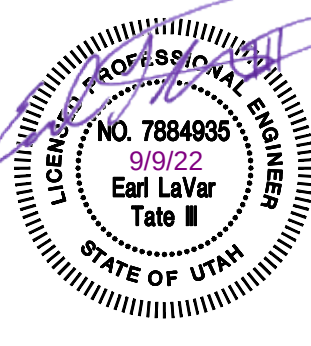
Legal Description

A part of the South Half of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian in Utah County, Utah:

Beginning at a point on the Westerly line of Sweetwater Road as widened to 76.00 foot half-width located 947.79 feet North 0°27'04" East along the Section line; and 2482.95 feet North 89°32'56" West from the Southeast Corner of said Section 12; and running thence North 71°03'24" West 155.46 feet; thence North 73°41'43" West 63.00 feet; thence North 18°56'36" East 212.40 feet; thence South 71°03'24" East 218.39 feet to the Westerly line of said Sweetwater road as widened; thence South 18°56'36" West 209.50 feet along said Westerly line to the point of beginning.

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521.8529 - AWengineering.net

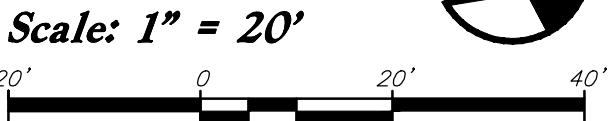
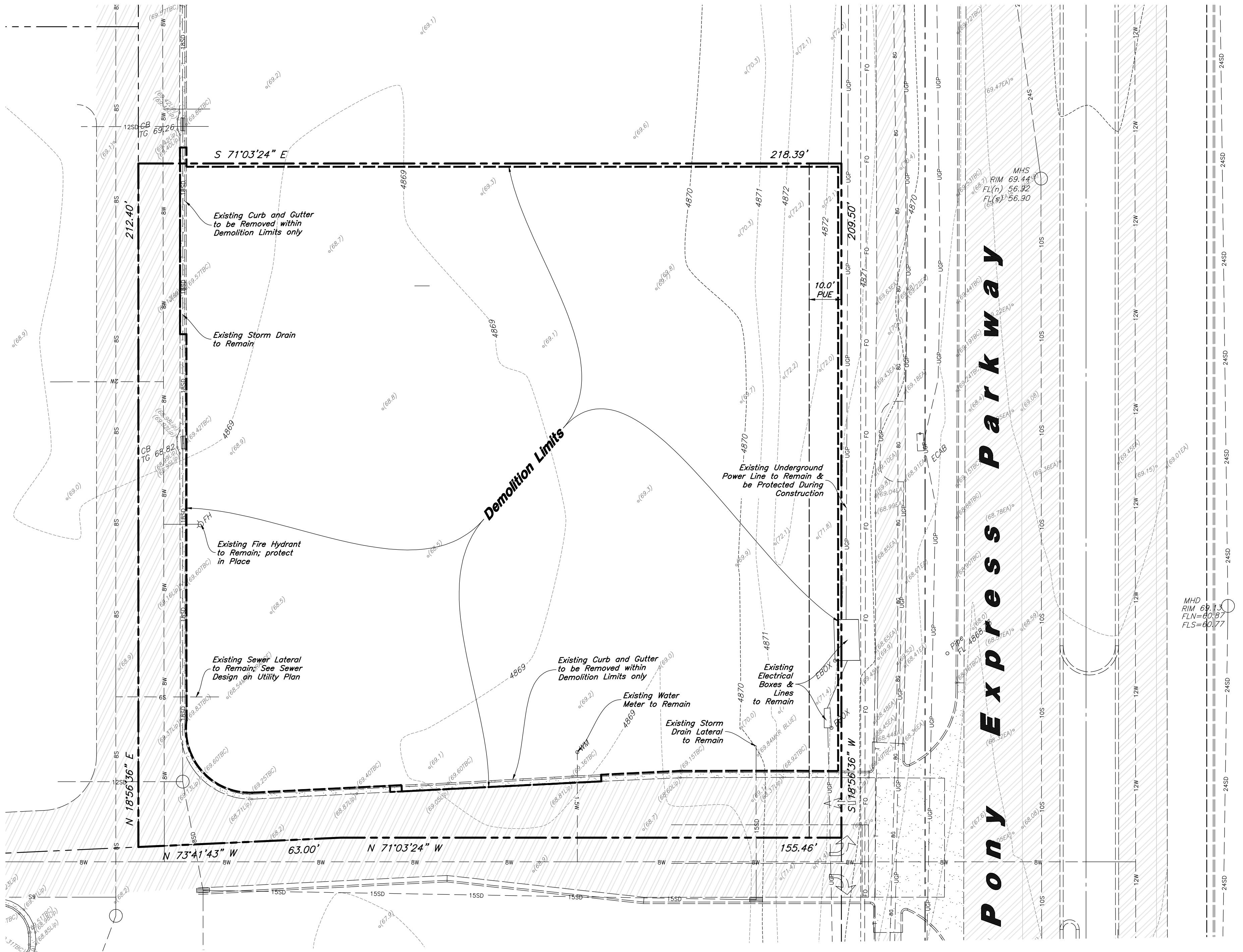
Cover Sheet
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah



21 Jul, 2022

SHEET NO.

C0.0



General Demolition Notes:

1. Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
2. Refer to site improvement plans for more details on limits of removal.
3. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures within the demolition limits to be cleared from site unless otherwise shown.
4. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
5. Excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner) Excavated areas should be backfilled per the geotechnical report prepared for the project.
6. Clear and grub trees, shrubs, and vegetation within demolition limits, disposal to be off-site except where noted otherwise.
7. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
8. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
9. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
10. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
11. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
12. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
13. Install traffic warning devices as needed in accordance with local standards.
14. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.
15. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
16. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.
17. Contractor shall shore and protect neighboring properties per OSHA stds. during excavation activities when necessary. All excavation shall remain on and within the bounds of the subject property. Unless specifically noted on the plans and approval from the adjoining neighbor has been obtained prior to any excavation beyond the subject property limits.

CAUTION :

The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.



Demolition Plan
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah



21 Jul, 2022

SHEET NO.
C0.1

The Marketplace at Eagle Mountain Town Center Phase 1

Lot 9
EM Commercial
Development, LLC
67:122:0009

Lot 7
WT Land Company
67:122:0007

Lot 6
EM Commercial Development, LLC
67:122:0006

Lot 2
The Marketplace at Eagle
Mountain Town Center

Lot 8
EM Commercial Development, LLC
67:122:0008

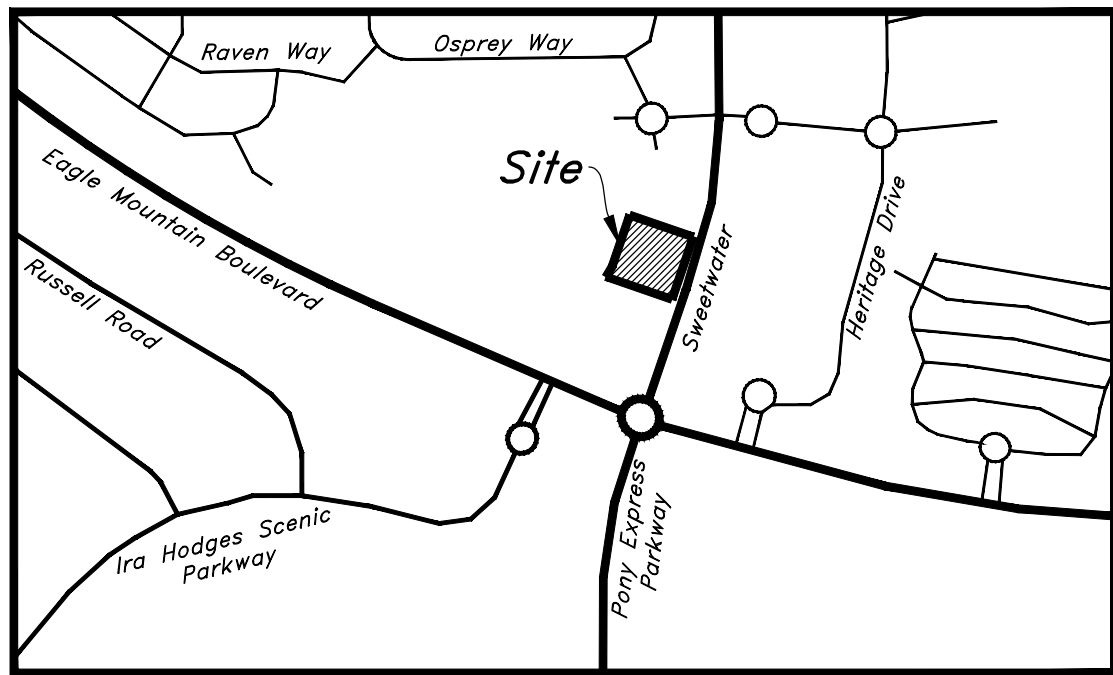
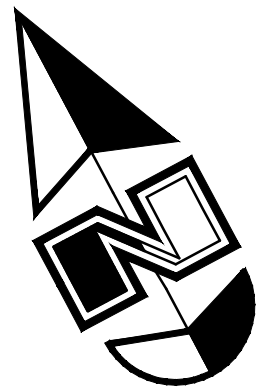
Lot 4
EM Commercial Development, LLC
67:122:0004

Lot 3
Monte Vista Ranch LC
59:044:0082

Pony Express Parkway

AFCU
2,966 s.f.
FF=4870.45

Scale: 1" = 30'



Vicinity Map

Site Data

Site Area = 45,843 s.f. (1.05 ac.)
Landscape Area Provided = 11,608 s.f. (25%)
Impervious Area Provided = 31,267 s.f. (69%)
Building Area = 2,968 s.f. (6%)
Parking Required = 1/300 s.f. = 11 stalls
Parking Provided = 29 stalls (9.77/1,000)

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521.8529 - AWengineering.net

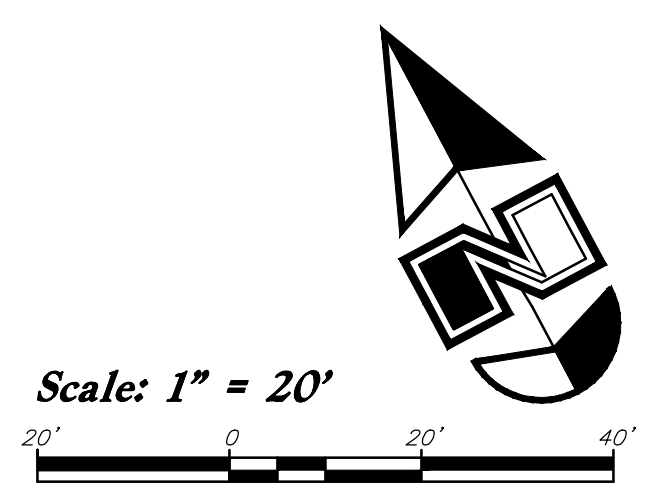
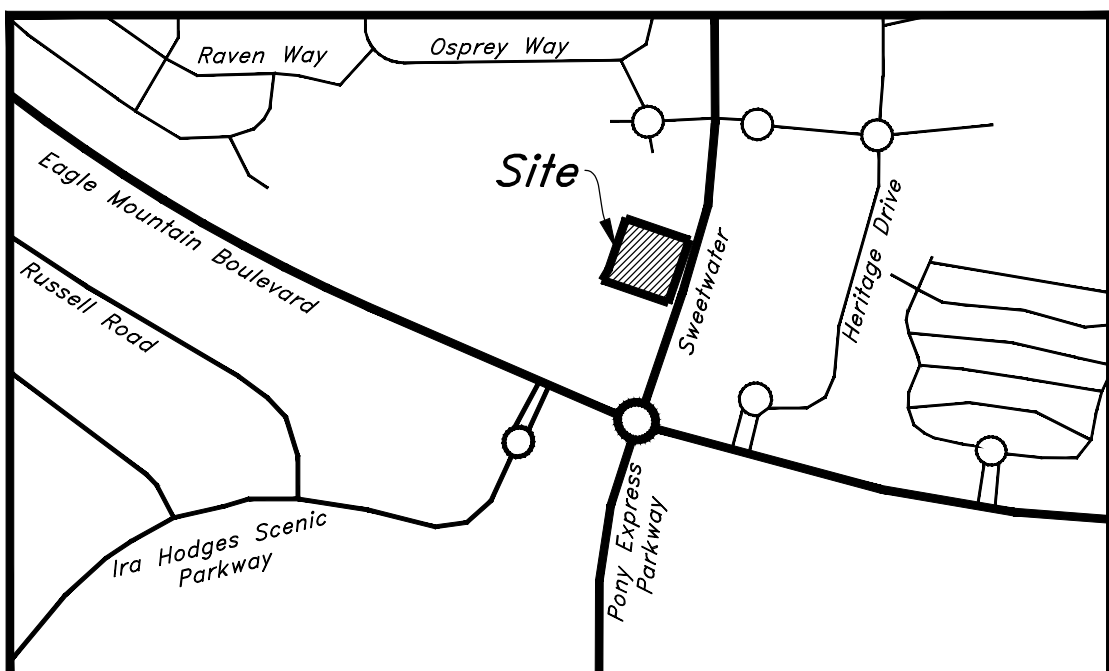
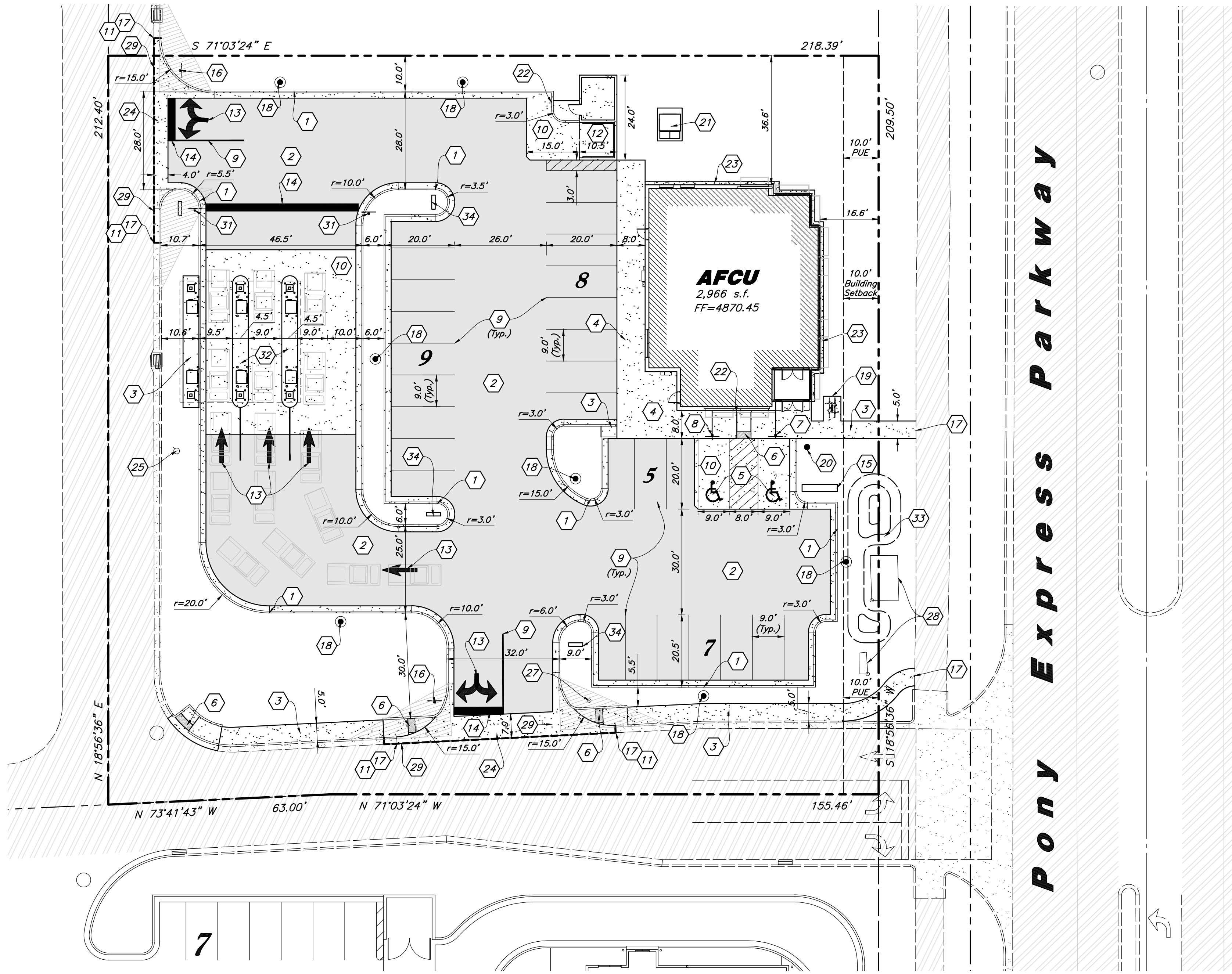
Context Plan
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah



21 Jul, 2022

SHEET NO.

C1.0



Vicinity Map
Not to Scale

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Impervious Area Provided = 31,267 s.f. (69%)
Building Area = 2,968 s.f. (6%)
Parking Required = 1/300 s.f. = 11 stalls
Parking Provided = 29 stalls (9.77/1,000)

- Hatch Legend**
- Light Duty Asphalt Paving
 - Existing Asphalt Paving
 - Proposed Concrete Paving
 - Existing Concrete Paving
 - Building Interior
 - Accessible Isle Striping

Accessible Access Note:
All applicable elements of the Americans with Disabilities Act Accessibility Guidelines will be adhered to

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
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- Site Construction Notes**
- Const. 24" Curb & Gutter
 - Const. Asphalt Paving
 - Const. Conc. Sidewalk
 - Const. Thickened Edge Sidewalk
 - Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 - Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets)
 - Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 - Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 - Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
 - Const. Conc. Paving
 - Sawcut; Provide Smooth Clean Edge
 - Dumpster Enclosure with Shed (See Arch. & Structural Plans)
 - Const. Directional Arrows per MUTCD
 - Const. 24" White Stop Bar, 2 Coats
 - Const. Monument Sign (by Separate Plans and Permits)
 - Const. Stop Sign per MUTCD R1-1
 - Conn. & Match Existing Improvements
 - Const. Light Pole & Base (See Electrical Plans)
 - Const. Bike Rack
 - Const. Flag Pole
 - Transformer Location; Coord. with Electrical Plans
 - Const. 6" Curb Wall
 - Const. Concrete Mowstrip
 - Const. Concrete Waterway
 - Existing Fire Hydrant
 - Not Used
 - Existing Water Meter
 - Existing Electrical Boxes
 - Clear Vision Triangle per City Stds.
 - Not Used
 - Const. "DO NOT ENTER" Sign, per separate permit
 - Const. raised concrete drive-thru island. (See architectural plans) - 6" Max. Height.
 - Const. Landscape Berm. See Grading and Landscape Plans.
 - Const. Directional Signage; by Separate Plans and Permit

- General Site Notes:**
- All dimensions are to back of curb unless otherwise noted.
 - Fire lane markings and signs to be installed as directed by the Fire Marshal.
 - Asile markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
 - Const. curb transition at all points where curb abuts sidewalk, see detail.
 - Contractor shall place asphalt paving in the direction of vehicle travel where possible.
 - Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

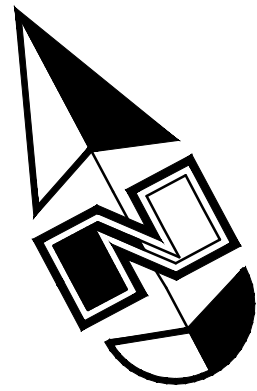
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2010 North Redwood Road, Salt Lake City, Utah 84116
801.521.8529 - AWengineering.net

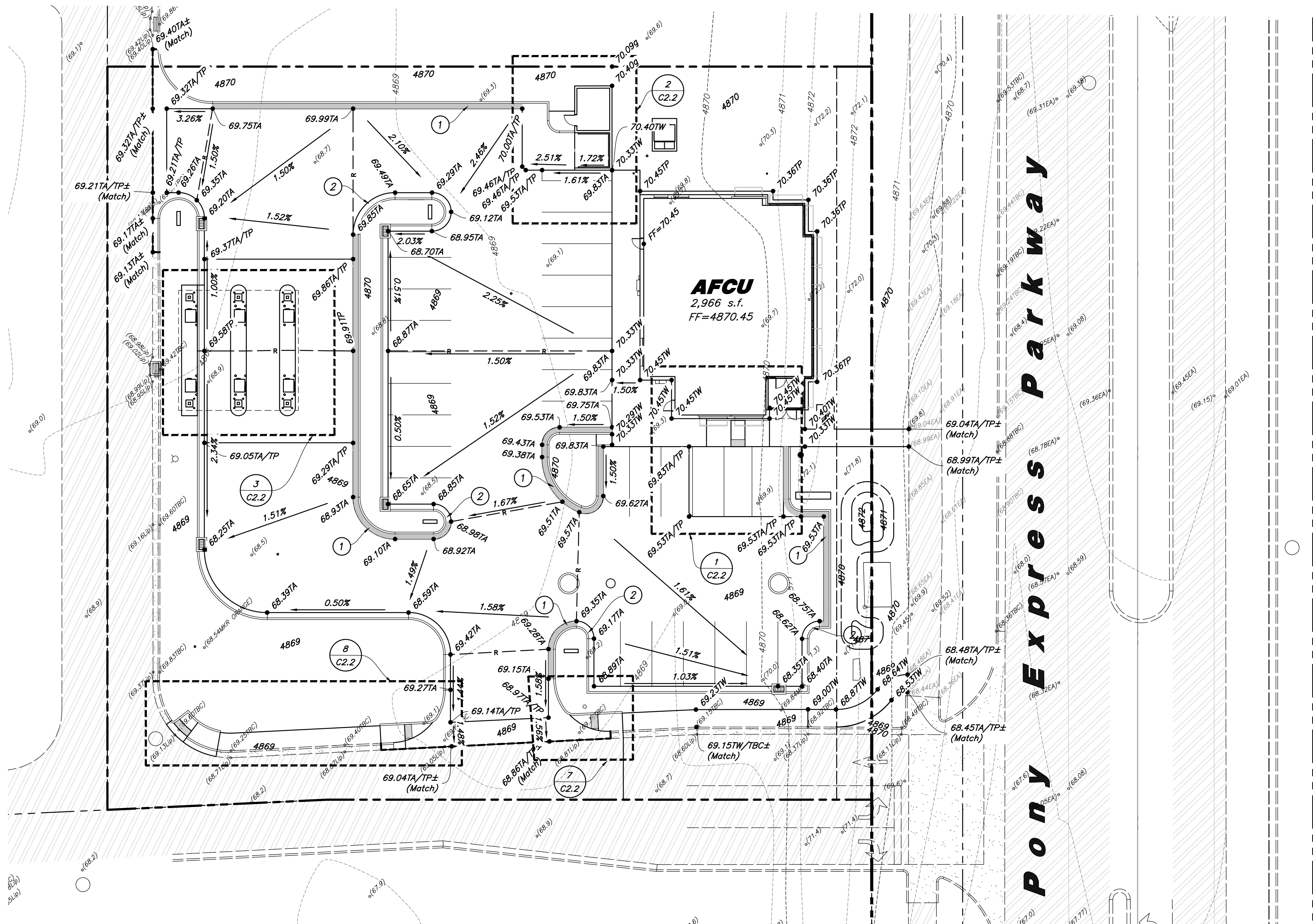
Site Plan
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah

Professional Engineer Seal
No. 7884935
9/9/22
Earl LaVar
Tale II
STATE OF UTAH

21 Jul, 2022
SHEET NO.
C1.1



Scale: 1" = 20'



General Grading Notes:

1. All grading shall be in accordance with the project geotechnical study.
2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
6. Fills shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permittee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. The recommendations in the following Geotechnical Engineering Report by GSH Geotechnical, Inc. are included in the requirements of grading and site preparation. The Report is titled "Report Geotechnical Study Proposed AFCU Eagle Mountain Branch Northwest Corner of Eagle Mountain Boulevard and Pony Express Parkway Eagle Mountain Utah" Project No.: 1242-028-20 Dated: December 1, 2020
18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

Curb and Gutter Construction Notes:

1. Open face gutter shall be constructed where drainage is directed away from curb.
2. Open face gutter locations are indicated by shading and notes on the grading plan.
3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
4. Refer to the typical details for standard and open face curb and gutter dimensions.
5. Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.
6. Spot elevations are shown on this plan with text masking. Coordinate and verify site information with project drawings.

Sidewalk Construction Notes:

1. Concrete sidewalk shall be constructed with a cross slope of 1.5% unless shown otherwise on plan.
2. Running slope of sidewalks shall be built per grades shown on the plan. where grades are not provided, sidewalks shall be constructed with a maximum running slope of 4.5%.
3. Refer to the Site Plan for sidewalk dimensions.



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Grading Plan

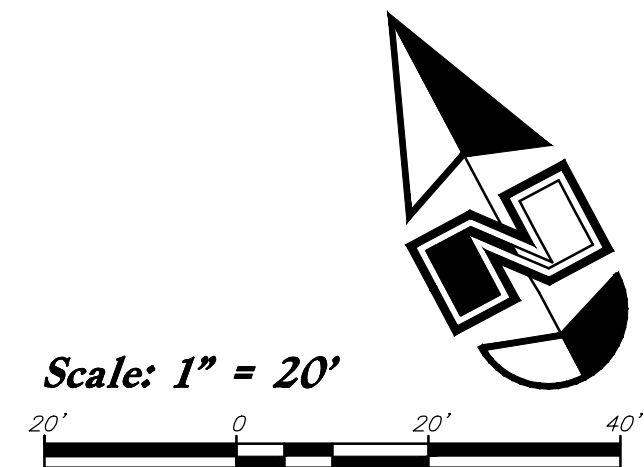
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah



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1. *All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.*
2. *Coordinate all utility connections to building with plumbing plans and building contractor.*
3. *Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.*
4. *All catch basin and inlet box grates are to be bicycle proof.*
5. *Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.*
6. *Gas lines, telephone lines, and cable TV lines are not a part of these plans.*
7. *Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.*
8. *Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm drain, or other utilities as necessary including valve boxes and hydrant spools to proper grade.*
9. *Contractor shall install a 12" concrete collar around all manholes, vaults, catch basins, cleanouts & any other structures located within the asphalt.*

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901, PE 3408, SDR 9 (200 psi)
2. Copper Pipe (Up to 3 inches diameter): Type "K."

1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 200

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

1. 12" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
2. 15" pipes or larger - Reinforced Concrete Pipe, ASTM C76, Class III

CAUTION :

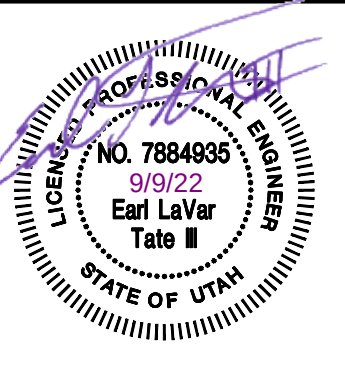
The locations and/or elevations of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

*All Storm Drainage & Sanitary Sewer Pipe
Lengths and Slopes are from
Center of Structure to Center of Structure*

1. Contractor shall field verify all utility connection elevations prior to any utility construction has begun.
2. Contractor shall construct utility lines into site prior to any onsite utility construction. Gravity lines are to be constructed starting at the lowest point and be installed prior to any waterline installation
3. Construction of any onsite utilities prior to the offsite connection will be done at the contractors risk.

Const. 15 StormTech (Model MC-3500) Chambers per Manufacturer Stds. Contractor to Provide Submittal on Full Chamber, Isolator Row, and Header/Manifold System for Approval Prior to Installation.

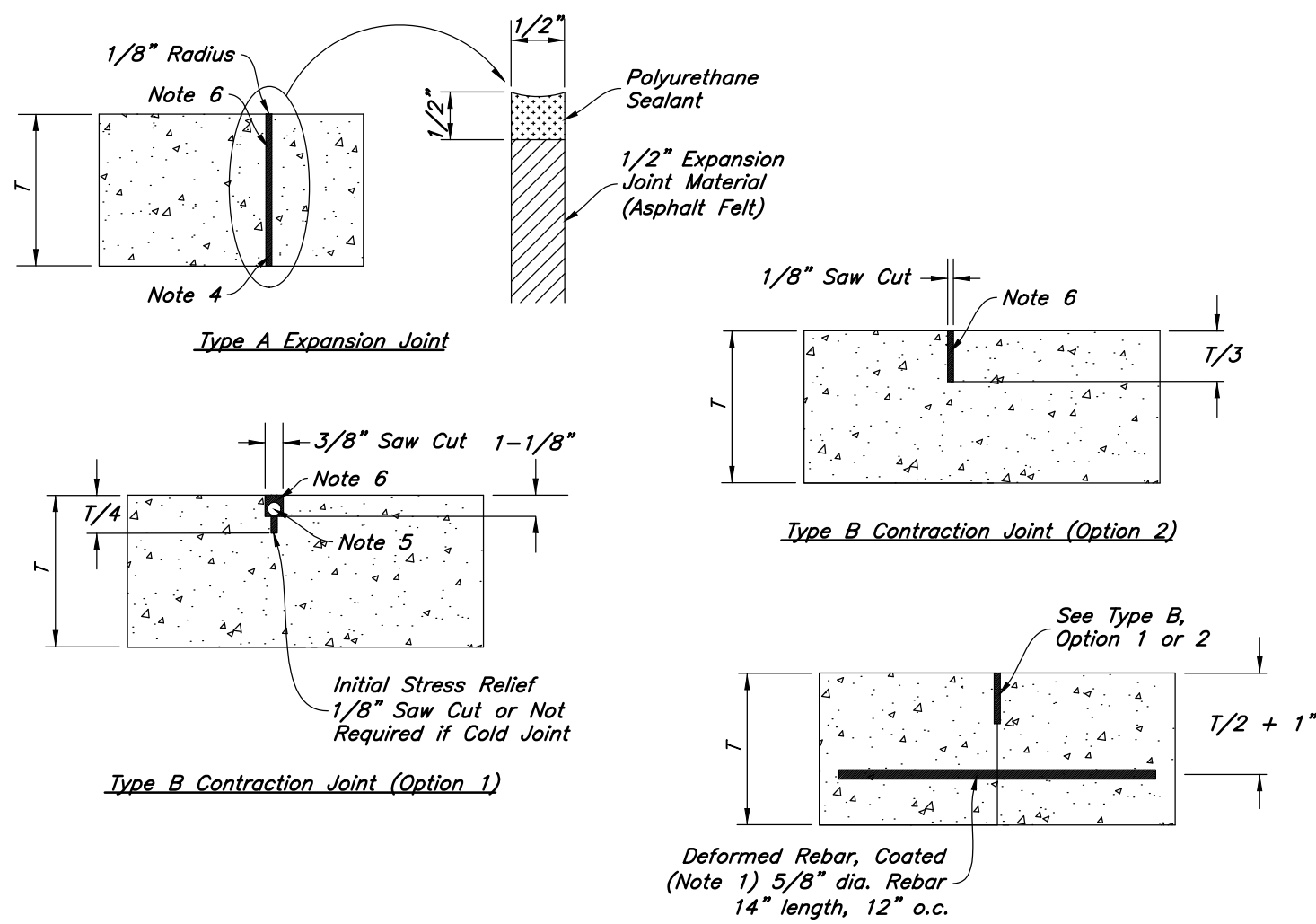
3,037 cf Required
3,046 cf Provided
 Top of Chambers = 4866.72
 Bottom of Chamber = 4862.97
 Bottom of Stone = 4861.97
 FLin = 4862.97
 FLout = 4862.97



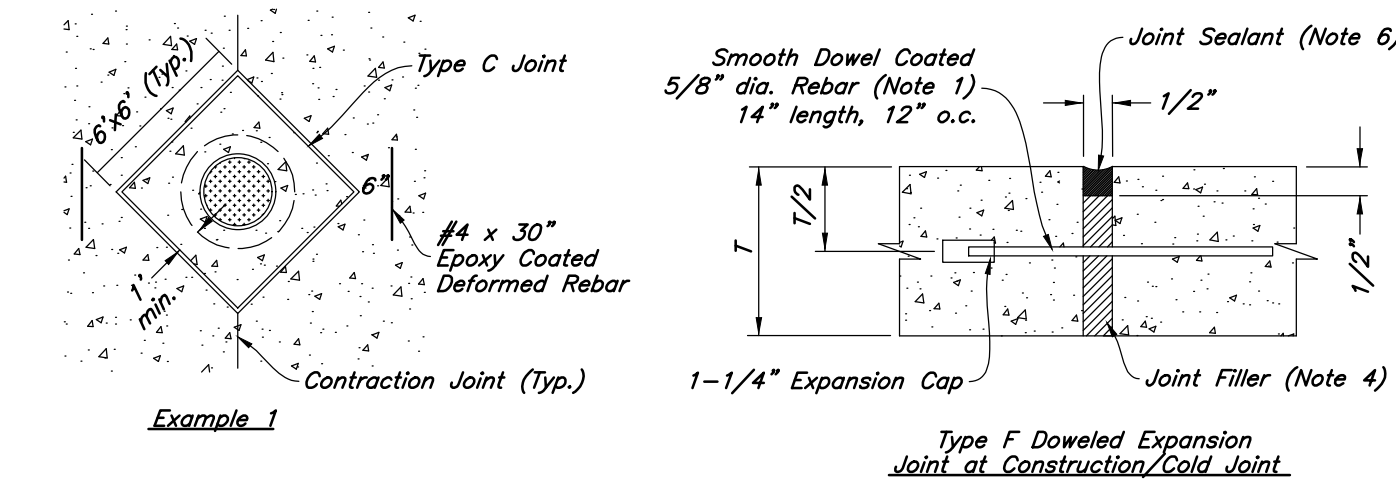
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1. **REINFORCEMENT:** ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.
- A. Space rebar and dowels at 12 to 15 inches on center.
B. Grease dowels to provide movement in expansion joints.
C. Keep tie bars in the vertical center of the concrete slab and perpendicular to the joint during concrete placement.
2. **SAWING:** Keep at least 3 working power saws on-site when concrete is being placed. Saw crack control joints (contraction joints) before shrinkage cracking takes place. Do not tear or ravel concrete during sawing. In cool weather, the joint sawing may be delayed only for the time required to prevent tearing and raveling the concrete. Cut joints to dimensions recommend by sealant manufacturer and approved by ENGINEER.
3. **JOINTS:** Lay out joints to aid construction and control random cracking.
- A. Joint Spacing shall be 12 feet maximum on center in both directions.
B. Extend transverse contraction joints continuously across the full width of the concrete. Make the joints coincide with curb and gutter joints.
C. Make adjustments in joint locations to meet inlet or manhole locations.
D. Expansion joints shall be placed where concrete abuts a building wall, sidewalk, curb, gutter or any immovable structure.
4. **JOINT FILLER:** Bituminous (Asphalt or tar) mastic, ASTM D994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt extending to the bottom of the concrete slab.
5. **BACKER ROD:** Round Rods. It must be oversized approximately 25 percent to fit tightly into each joint and compatible with hot poured sealant.
6. **JOINT SEALANT:** Hot applied, Asphalt base type, ASTM D 3405. Remove dirt, oil, and curing compounds from joint reservoir. Seal joints immediately after cleaning.

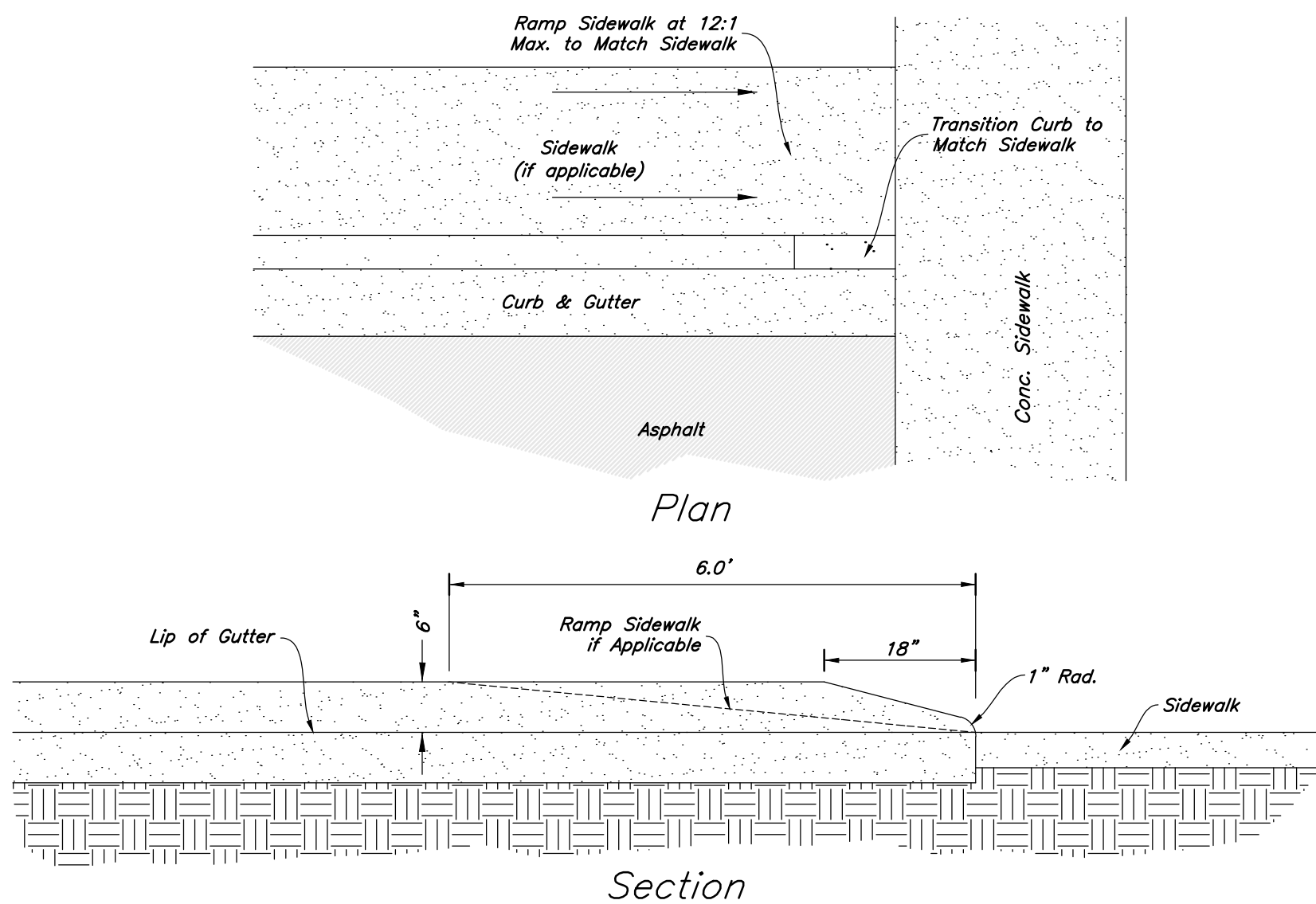


Rebar at all corners of expansion joints that do not intersect a contraction joint.



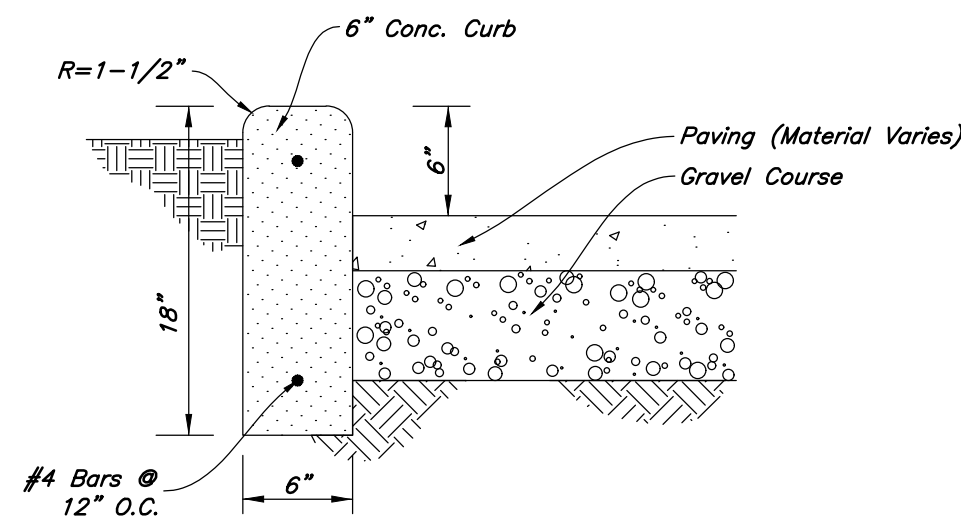
9 Concrete Joint Detail

Not to Scale



8 Curb Transition

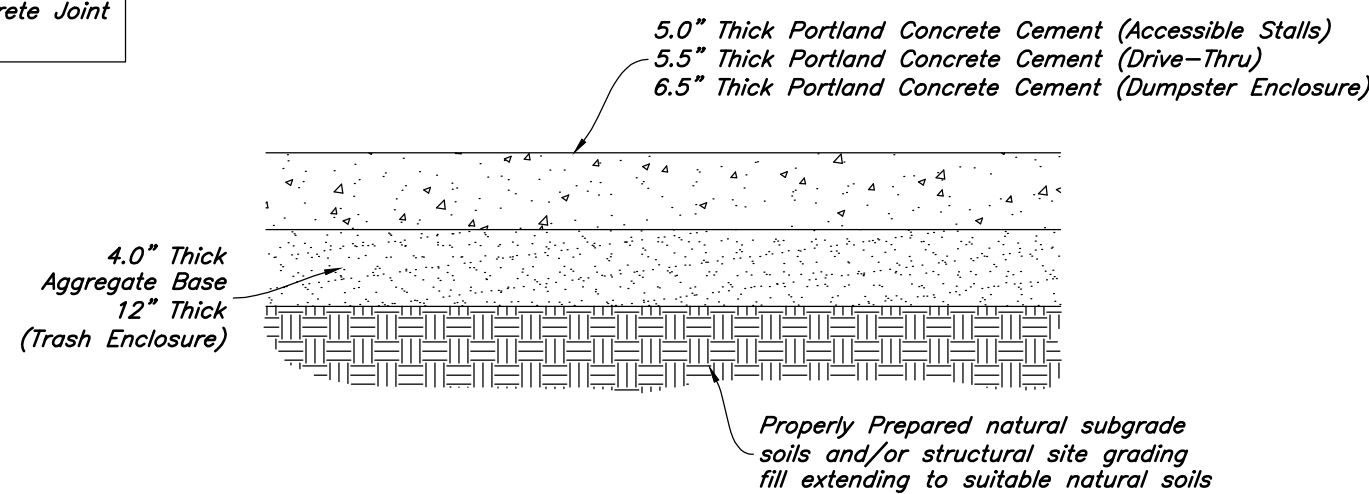
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7 Curb Wall Detail

Not to Scale

1. See Geotechnical Report for Project for Future Details
2. See Concrete Joint Detail



6 Concrete Paving Section

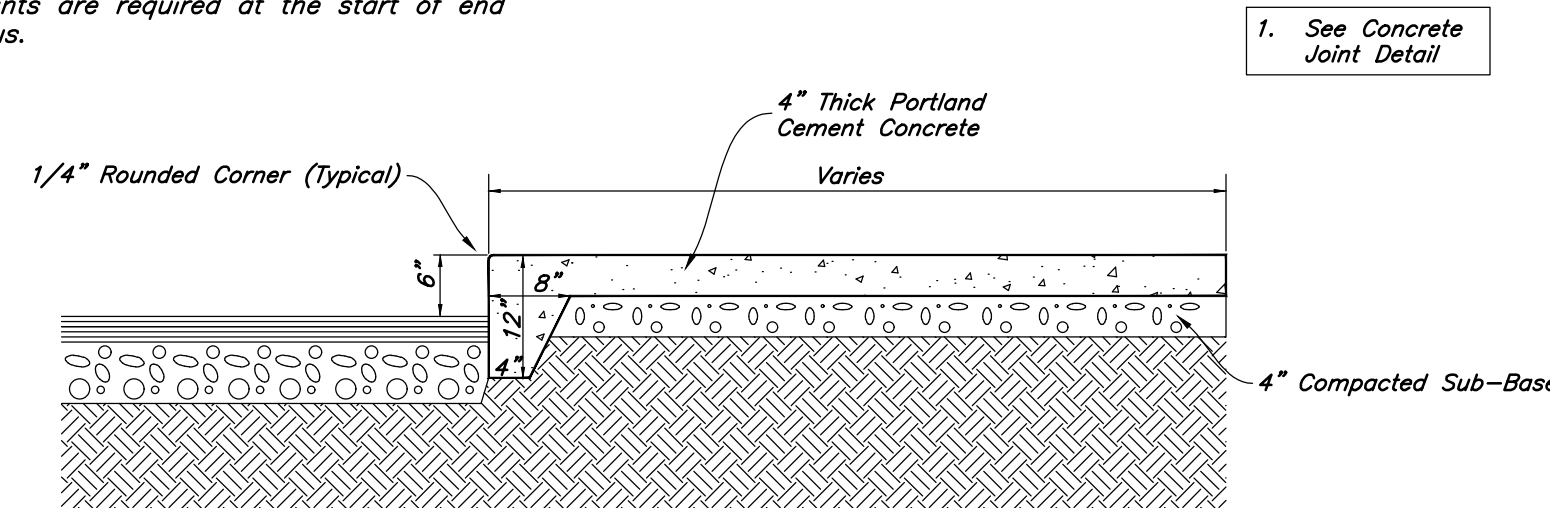
Not to Scale

Contraction Joints

- A. Spacing = 10' O.C.

Expansion Joints

- A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.



5 Thickened Edge Walk

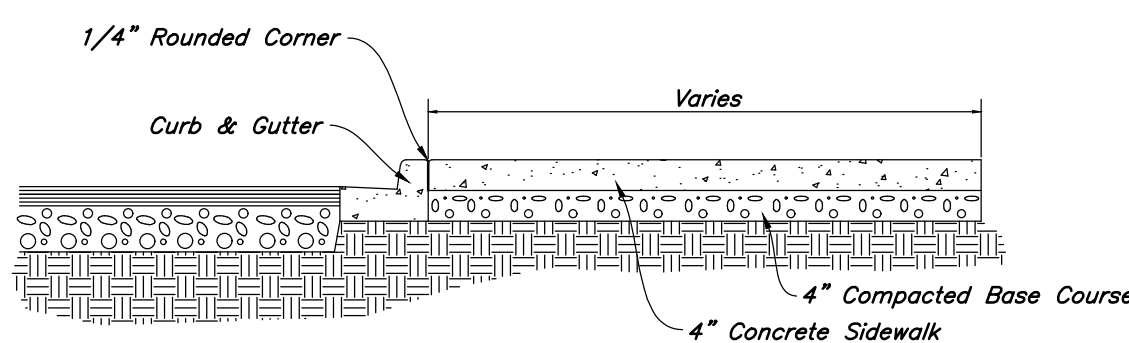
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Contraction Joints

- A. Spacing = 10' O.C.

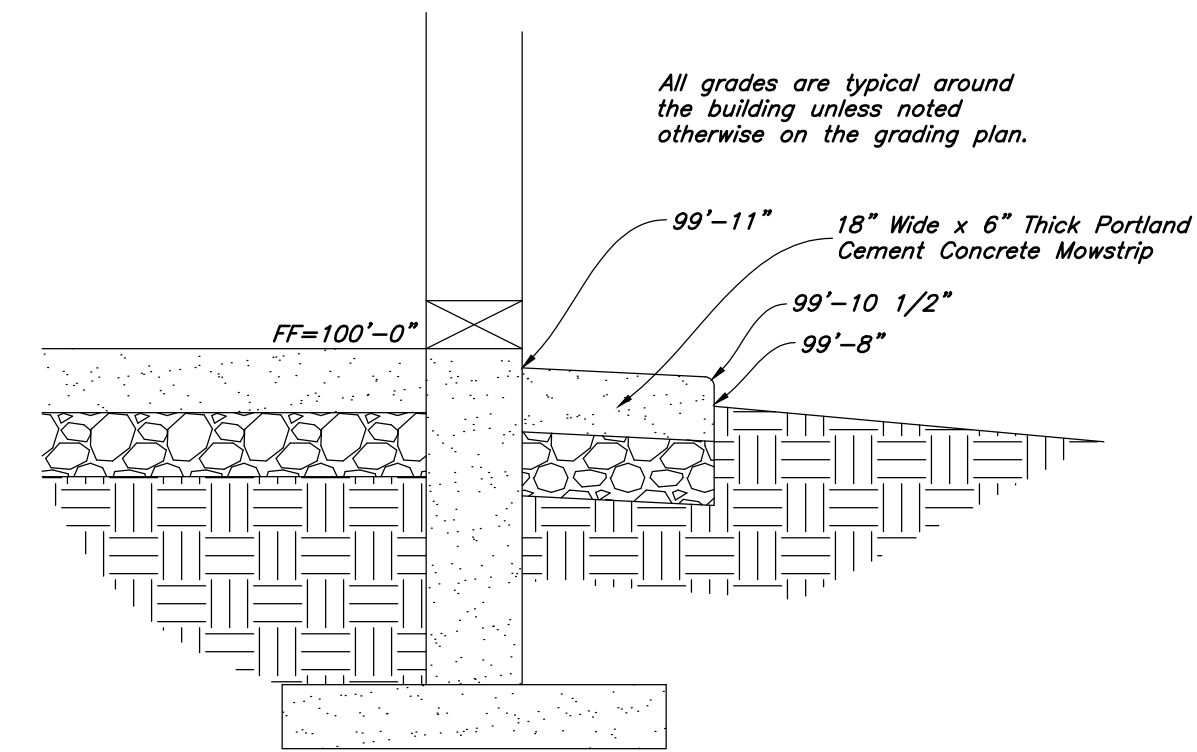
Expansion Joints

- A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.



4 Typical Sidewalk Detail

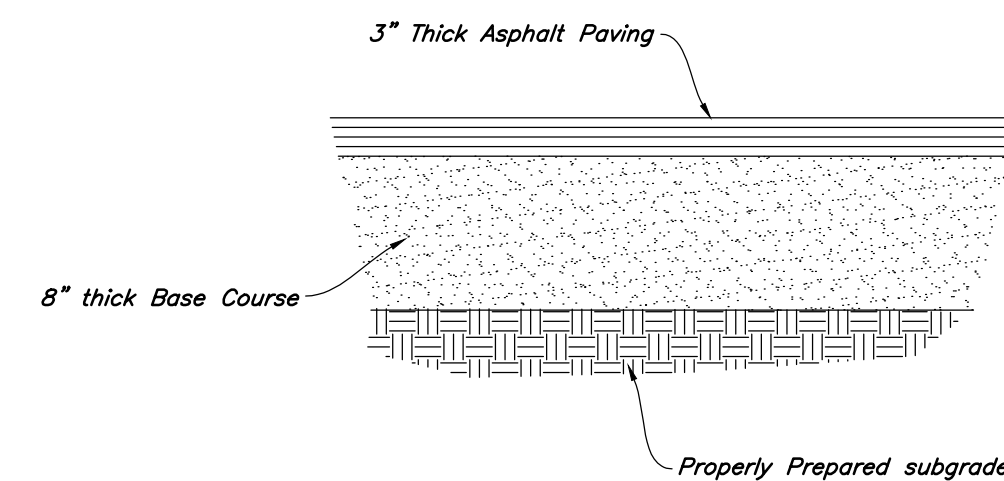
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3 Concrete Mowstrip

Not to Scale

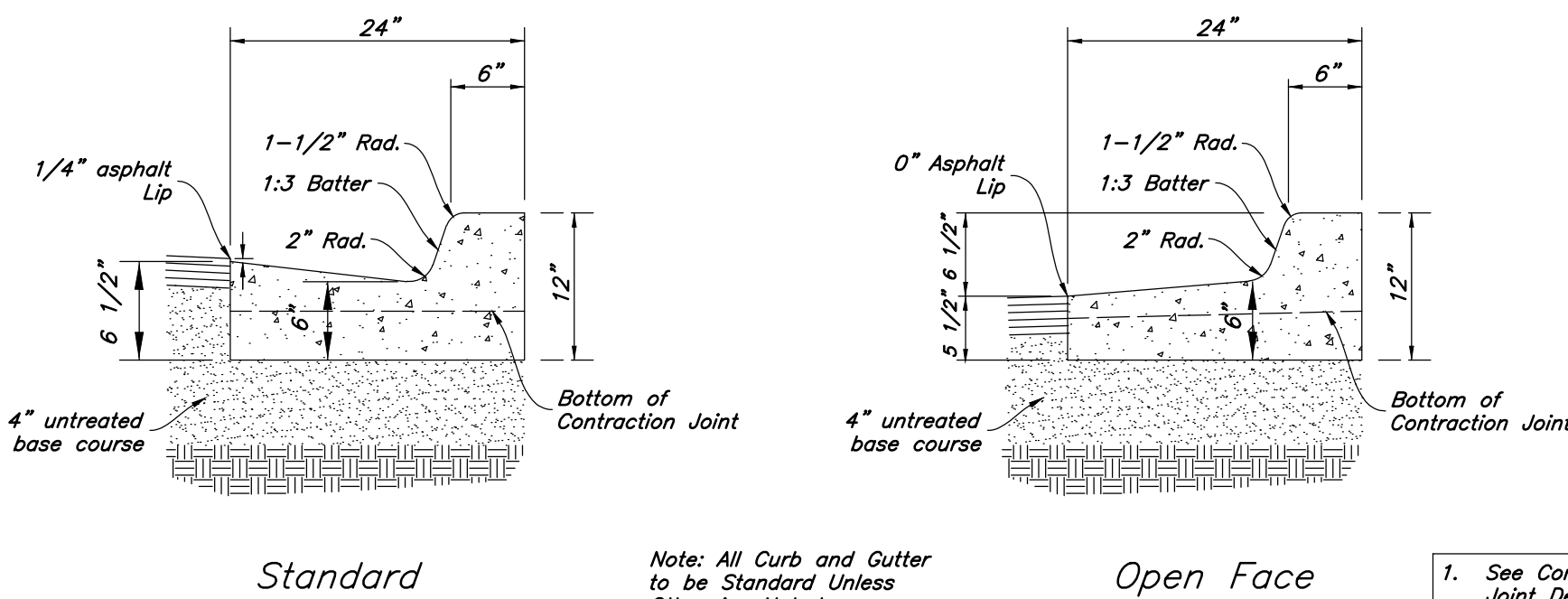
1. See Geotechnical Report for Project



2 Standard Asphalt Section

Not to Scale

1. **Contraction Joints**
A. Spacing = 10' o.c., see joint detail
B. 1/8" wide by 2" deep from top of curb at 15'-0" intervals
2. **Expansion Joints**
A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at ends of all radii 0.08.
D. Required 5'-0" on each side of drainage structures
E. Required at 90'-0" maximum intervals in straight curb and gutter
F. Provide #6 x 18" long smooth steel dowel bars with 1" dia. grease cap through expansion joints (3/4" thick bituminous filler material)
3. 2'-6" Long tie bar on 2'-6" centers shall be provided when curb is adjacent to P.C.C. pavement
4. Provide (2) #6 x 2'-6" long tie bars to connect existing and new curb and gutter
5. Remove forms as early as possible. Brush top and face of curbs to remove all imperfections. Typical of all form work.
6. All radii shall be true arcs
7. Medium to light broom finish on all exterior concrete



Standard

Note: All Curb and Gutter to be Standard Unless Otherwise Noted

Open Face

1. See Concrete Joint Detail

1 24" Curb And Gutter

Not to Scale

Designed by: NN
Drafted by: NE
Client Name: AFCCU
19-142dt

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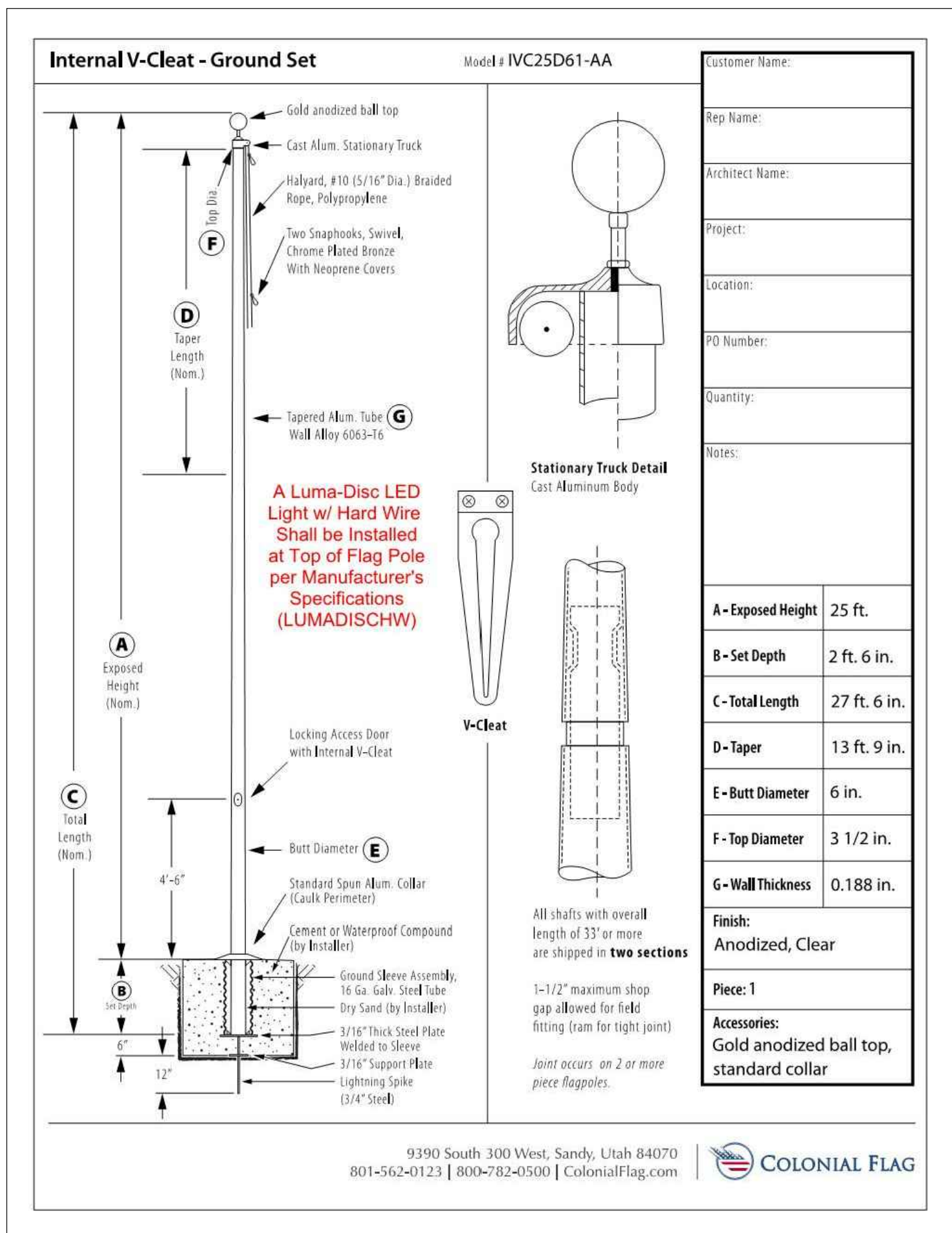
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah

Professional Engineer
No. 7884935
9/9/22
Earl LaVar
Tale II
STATE OF UTAH

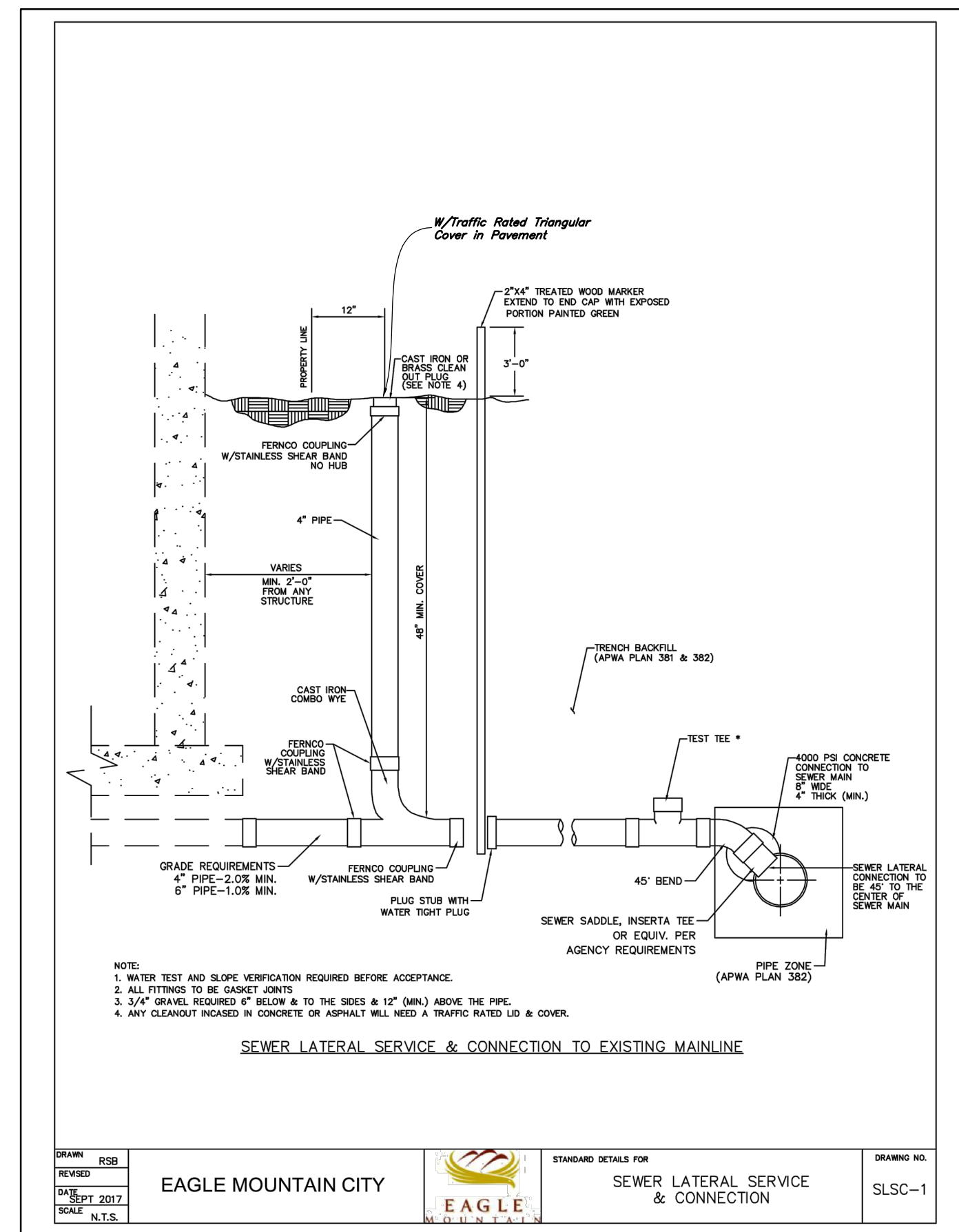
21 Jul, 2022

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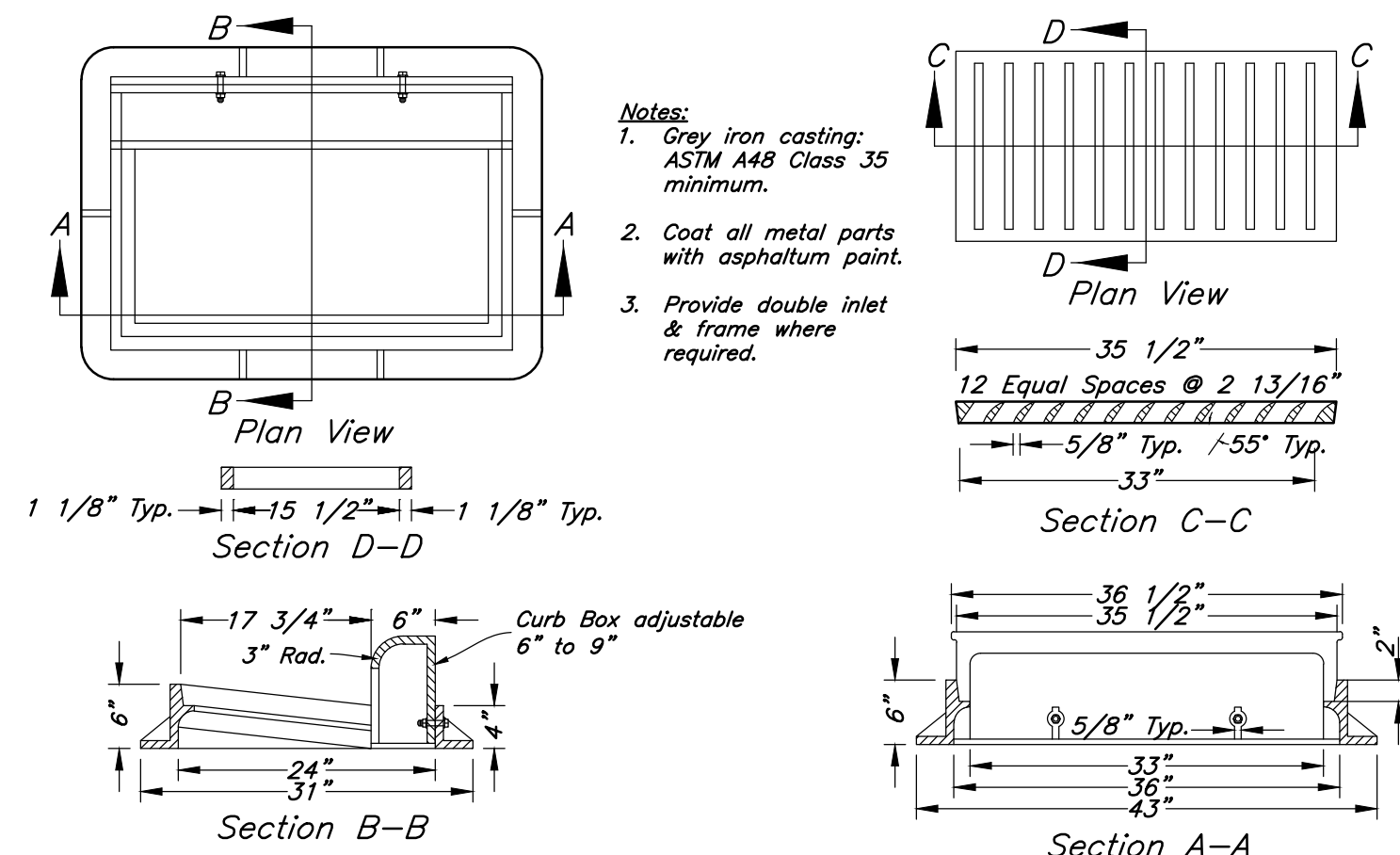
C4.1



17 **Flag Pole**
Not to Scale



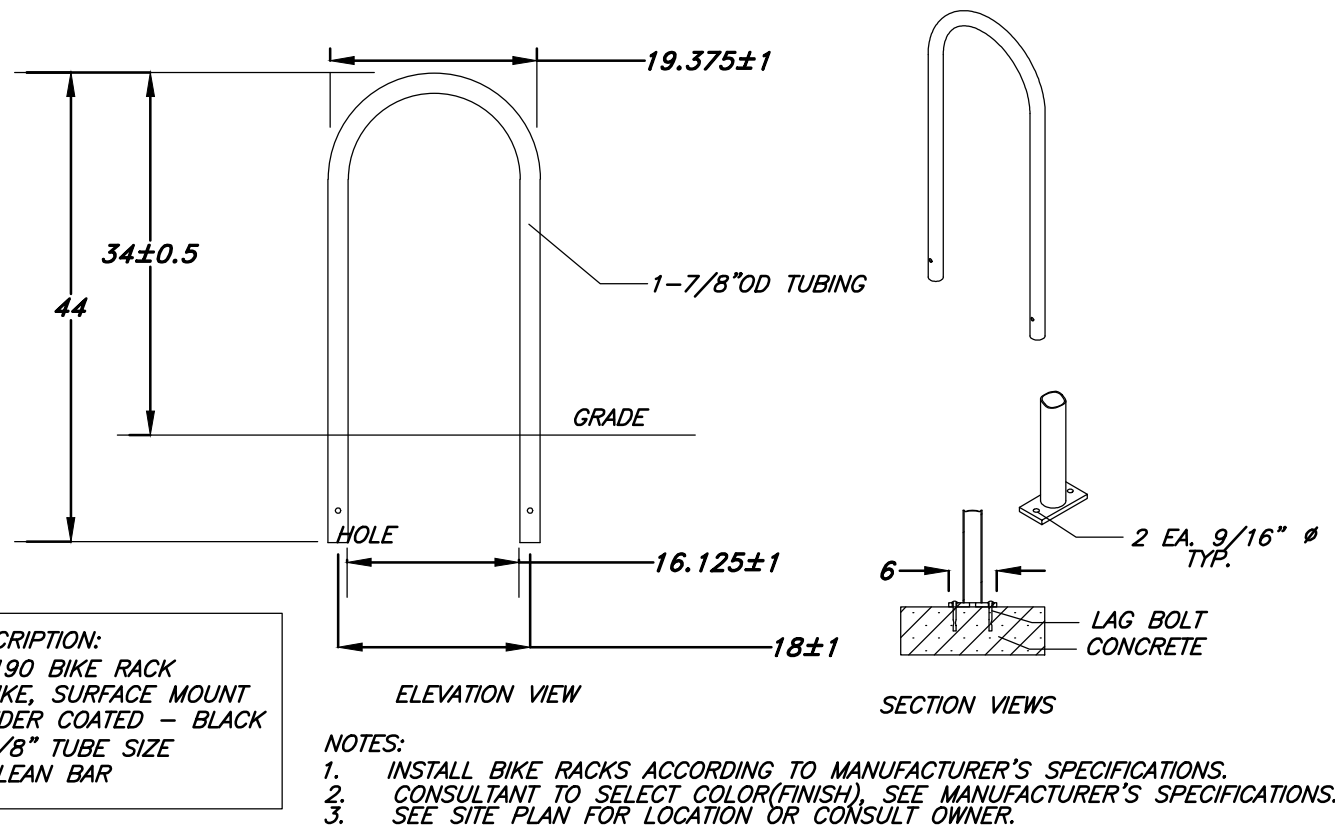
16 **Eagle Mountain Sewer Lateral & Cleanout Detail**
Not to Scale



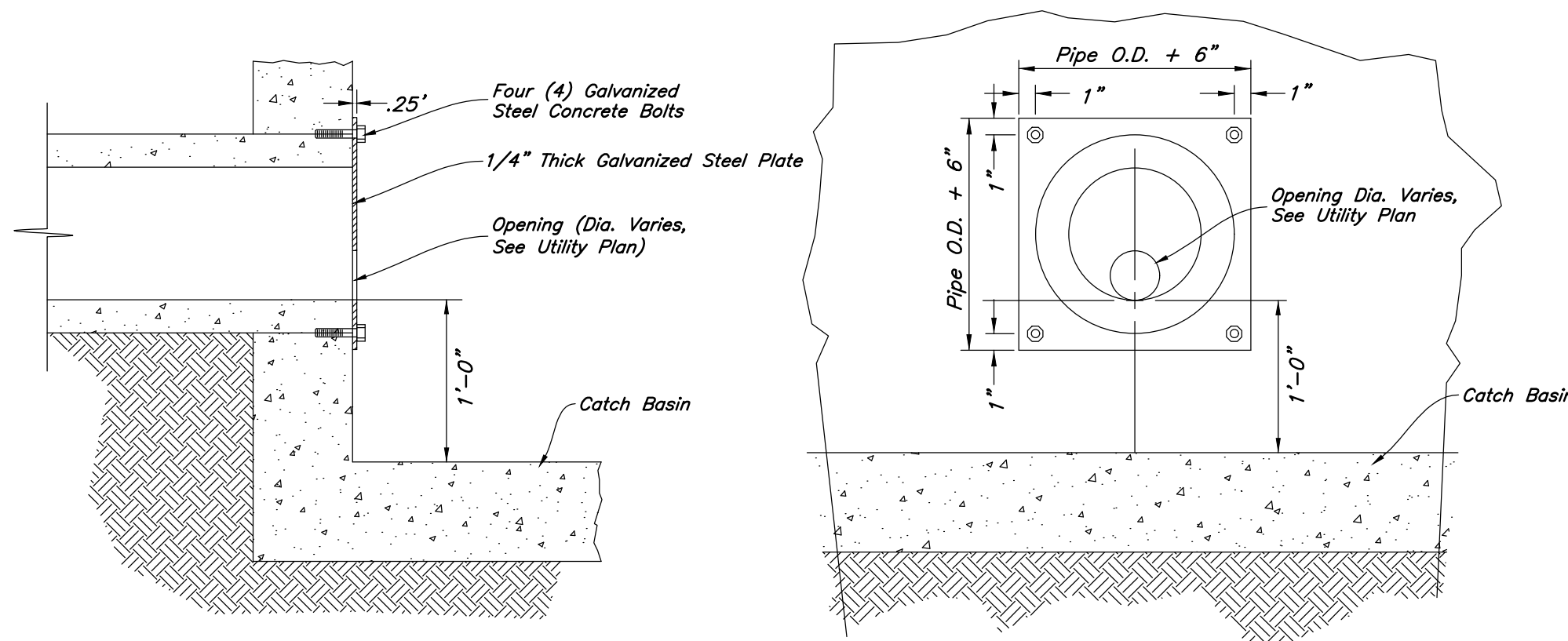
15 **Inlet Grate Frame**
Not to Scale

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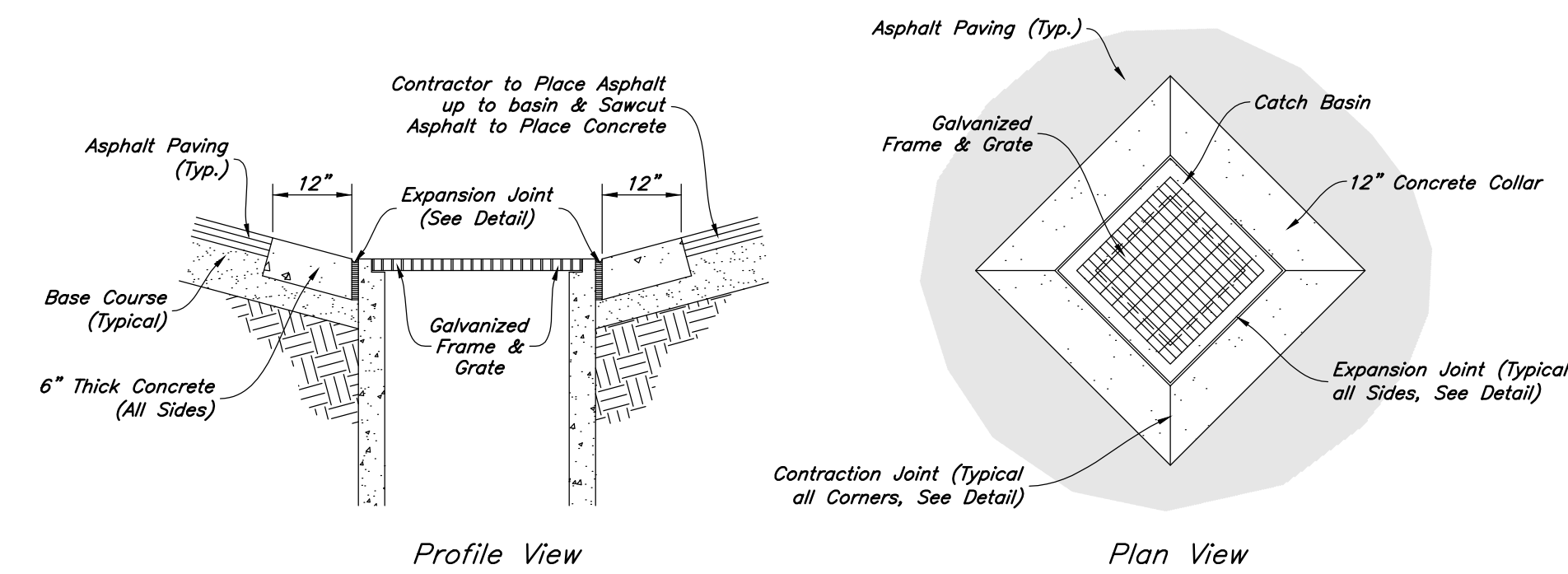
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1080 UNIKER DRIVE
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(800) 448-7931
WWW.MADRAX.COM
E-MAIL: SALES@MADRAX.COM



14 **Bike Rack**
Not to Scale

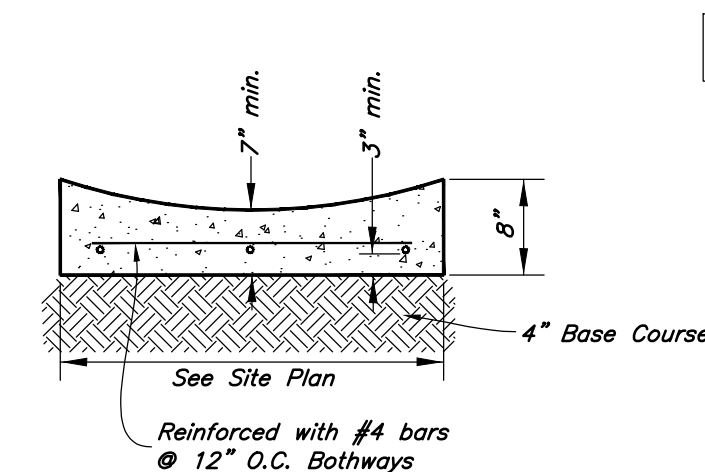


13 **Orifice Plate Detail**
Not to Scale

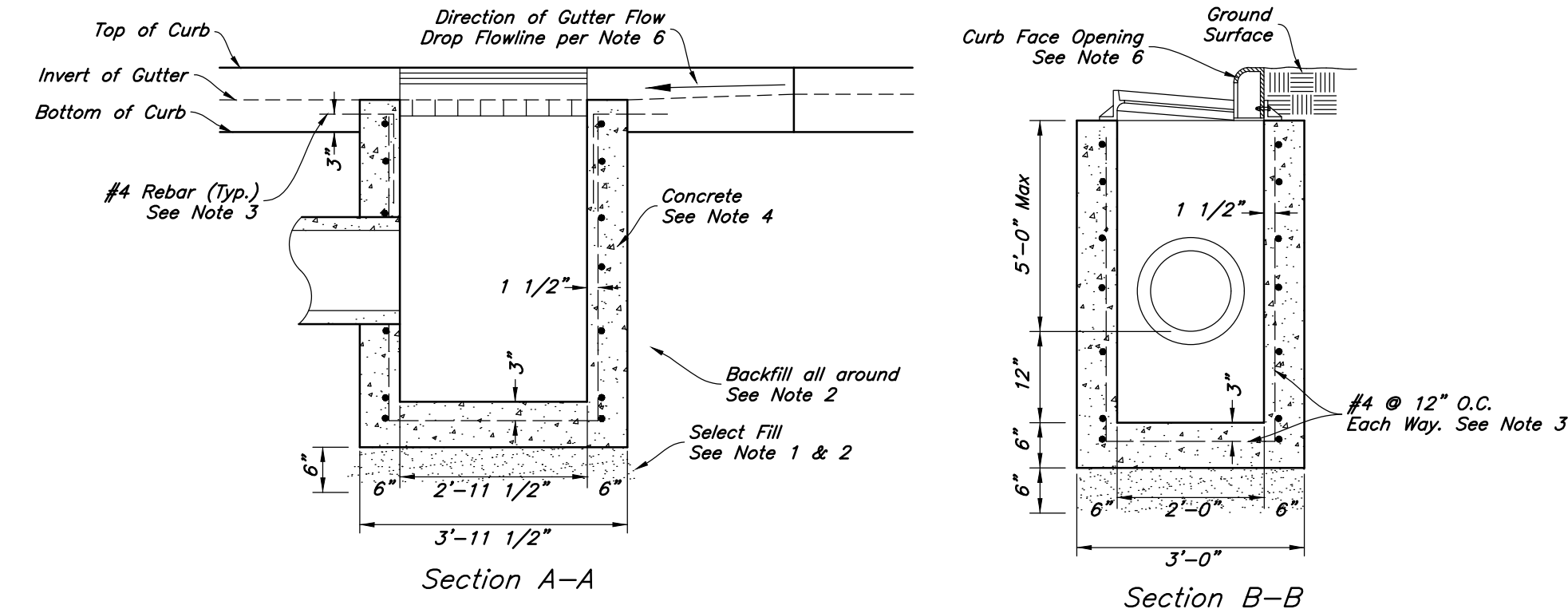


12 **Concrete Collar Detail**
Not to Scale

Contraction Joints
A. Spacing = 10' O.C.
B. 1/8" Wide by 2" Deep

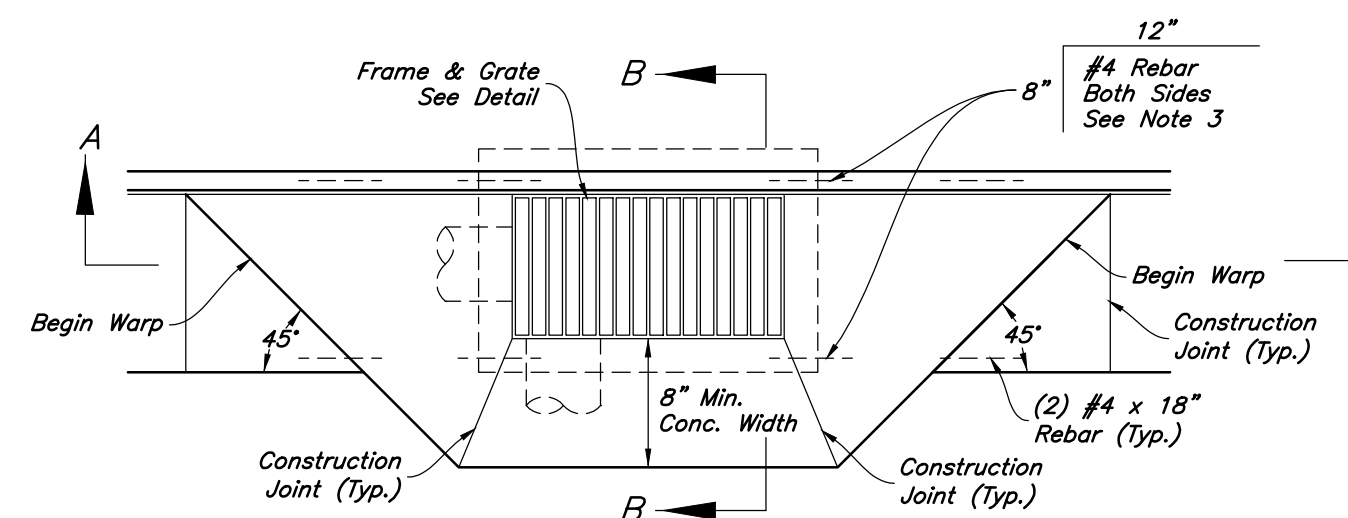


11 **Typical Waterway Detail**
Not to Scale



Catch Basin Notes:

1. Select Fill: Use untreated base course grade 1 or grade 3/4 per APWA Section 02060. Use of sewer rock or recycled aggregate requires Engineers written approval.
2. Backfill: Install and compact all backfill material or APWA Section 02321.
3. Reinforcement: Use ASTM A 615, grade 60 deformed steel rebar. See APWA Section 03200.
4. Concrete: Class 4,000 per APWA Section 03304. Place per APWA Section 03310. Apply a sealing / curing compound per APWA Section 03390 or use an acceptable alternate curing method.
5. Pipe Laterals: The drawing shows alternate connections to the curb outlet. Refer to construction drawings for connection locations.
6. Curb Face Opening: Make opening 4 inches high. Provide at least a 2 inch drop from the gutter flowline to the invert of the curb face opening.
7. Conc. Apron in front of Inlet Grate to be 8" min. & 12" max.



10 **Curb Inlet with Single Grate**
Not to Scale

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801-521-8529 - AWEngineering.net

Details
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah

Professional Engineer
No. 7884935
9/9/22
Earl LaVar
Tale II
STATE OF UTAH

21 Jul, 2022
SHEET NO.
C4.2

1. Storm water *will* be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
2. The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
3. All Construction equipment will enter thru Designated Construction Entrances.
4. Coordinate Entrance locations with the local jurisdiction.
5. Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
6. Silt Fences shall be Repaired to their Original Conditions if Damaged, Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
7. The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
8. All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
9. Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
10. Contractor shall use Vehicle Tracking Control at all Locations where Vehicles will Enter or Exit the Site. Control Facilities will be Maintained while Construction is in Progress, Moved when Necessary and Removed when the Site is Paved.
11. Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
12. This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
13. Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
14. Re-vegetate areas where landscaping has died or not taken hold.
15. Divert storm water runoff around disturbed soils with berms or dirt swales.
16. Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
17. Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the implementation of the dust control plan shall be the responsibility of the Contractor.

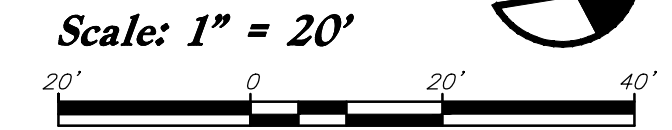
AFCU Eagle Mountain



SHEET NO.

C5.1





C5.2

General Landscape Notes:

1. Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
2. Contractor shall call Blue Stake before excavation for plant material.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
7. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
8. All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurseryman, Inc. In addition, all new plant material shall be of specimen quality.
9. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
10. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
11. It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
12. The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants
13. The contractor shall install all landscape material per plan, notes and details.
14. All existing and relocated trees shall be properly protected. Trees damaged during construction shall be replaced at no cost to the owner.

15. Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
16. No grading or soil placement shall be undertaken when soils are wet or frozen.
17. Existing topsoil shall be stripped and stockpiled for landscape use. Contractor shall verify existing topsoil amounts and quality with the general contractor. Import topsoil as needed. The landscape contractor shall perform a soil test on existing and imported topsoil and amend per soil test recommendations. Soil test shall be done by certified soil testing agency. Provide new imported topsoil as needed from a local source. Imported topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. Topsoil shall be installed in all landscaping areas.
18. Prior to placement of topsoil in all landscaping areas, remove all construction debris and trash. All subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
19. Provide an 8 inch depth of stockpiled or imported topsoil in all shrub areas. Parking islands shall be slightly bermed up in the middle and receive 12 inches of topsoil.
20. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
21. Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
22. All new plants shall be balled and burlapped or container grown, unless otherwise noted on plant schedule.
23. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive a specified stone over Dewitt Pro5 weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. All stone shall be washed after installation.
24. All deciduous trees shall be double staked per tree staking details as needed. Verify that all trees are straight. It is the contractors responsibility to remove tree staking in a timely manner once staked trees have taken root. Tree ties shall be V.I.T. Cinche Ties #C132.
25. Install steel edging between seasonal flowers and shrub areas. Edging shall be installed level and uniform and shall match top finish grades of concrete walks and curbs. See steel edging detail.
26. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

Landscape Data

Site Area = 45,843 s.f. (1.05 ac.)

Landscape Area Provided = 11,608 s.f. (25%)

Lawn Area = 0 s.f. (0%)

Xeriscaping = 11,608 s.f. (100%)

Street Trees Along Pony Express Parkway are Existing

50% of Landscape Area Shall be Live Vegetation

Drought Tolerant Plant Material = 164/184 (89%)

Parking Lot Area = 17,420 s.f. @ 4" Depth

Parking Lot Snow Storage Required = 5,749 c.f.

Parking Lot Snow Storage Provided = 1,256 s.f. @ 5-6' High

Lawn Behind Existing Road Sidewalk is Existing and Shall be Modified to Make Way for New AFCU Site

The site is Over Park by 18 stalls. Stalls Around the Perimeter Shall be Used for Snow Storage

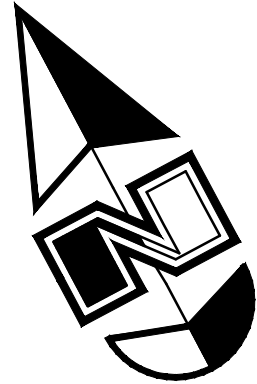
PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	2	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple 15' (H) x 15' (W)	2" Cal. / 6-8' Ht.
	1	Koelreuteria paniculata 'Fastigata' / Columnar Goldenrain Tree 18' (H) x 8' (W)	2" Caliper
	5	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac * 15' (H) x 15' (W)	2" Caliper
	3	Zelkova serrata 'Musashino' / Musashino Zelkova 25' (H) x 12' (W)	2" Caliper
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	2	Juniperus scopulorum 'Wichita Blue' / Wichita Blue Juniper * 12' (H) x 4' (W)	6' Min. Ht.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	15	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Barberry * 24" (H) x 24" (W)	1 gal
	8	Buxus microphylla japonica 'Julea-Jane' / Japanese Boxwood 36" (H) x 36" (W)	5 gal
	21	Caryopteris x clandonensis 'Sapphire Surf' / Sapphire Surf Bluebeard * 30" (H) x 24" (W)	5 gal
	9	Forsythia x 'Gold Tides' / Golden Tide Forsythia * 24" (H) x 36" (W)	5 gal
	9	Pinus mugo 'Stowmound' / Mugo Pine * 36" (H) x 36" (W)	5 gal
	10	Potentilla fruticosa 'Goldfinger' / Goldfinger Potentilla * 24" (H) x 24" (W)	5 gal
	15	Prunus x cistena / Purple Leaf Sand Cherry * 60" (H) x 48" (W)	5 gal
	5	Rosa x 'Meipsidive' / Fire Meidiland Rose 24" (H) x 36" (W)	1 gal
	20	Spiraea x bumalda 'Goldflame' / Goldflame Spirea * 30" (H) 30" (W)	5 gal
GROUND COVER	QTY	BOTANICAL / COMMON NAME	SIZE
	20	Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper * 6" (H) x 24" (W)	5 gal
	9	Juniperus sabin 'Buffalo' / Buffalo Juniper * 12" (H) x 60" (W)	5 gal
	9	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac * 24" (H) x 60" (W)	1 gal
ORNAMENTAL GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE
	3	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass * 60" (H) x 18" (W)	1 gal
	3	Pennisetum alopecuroides 'Little Bunny' / Little Bunny Fountain Grass * 24" (H) x 24" (W)	1 gal
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE
	10	Salvia x superba 'Caradonna' / Caradonna Sage * 18" (H) x 24" (W)	1 gal
	18	Zauschneria garrettii 'Orange Carpet' / Hummingbird Trumpet * 10" (H) x 30" (W)	1 gal
SEASONAL FLOWERS			
	160 s.f.	Colorful Seasonal Flowers: Fall Plantings: Shall consist of Pansy's, Tulip's & Daffodil's. Bulbs Shall Remain in Planting Area for Next Year while Pansy's are to be Discarded and Replaced with Summer Annual Flowers; Summer Plantings: Shall consist of a Petunias, Salvia, and Snapdragons. Till a 4" Depth of Soil Conditioner into the Top 8 inches of Topsoil in Annual Planters; Annuals & Bulbs Shall be Planted and Grouped @ 10" o.c. to Till Planter; A 1" Depth of Shredded Bark Mulch Shall be Spread Around Annual Flowers; Annual Planting Beds Shall be Slightly Mounded Up	

* Drought Tolerant Tree, Shrub, Ornamental Grass, Groundcover, or Perennial

MATERIAL SCHEDULE

Symbol	Comments
	Decorative Stone #1 - Install a (3) Three Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Planters Where Shown on Plan; Carefully Hand Place Stone Around Plants; Stone Shall be Washed Prior to Installation; Stone Shall be 1 Inch Diameter Fractured Gray Stone from Staker Parsons Lehi Pit (385-239-0804); Submit Sample for Approval Detail: 4/L3.1
	Decorative Stone #2 - Install a (4) Four Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Planters Where Shown on Plan; Carefully Hand Place Stone Around Plants; Stone Shall be Washed Prior to Installation; Stone Shall be 2 Inch Diameter Fractured (Crushed) Stone from Staker Parsons McGuire Pit (Grayish Tones) (385-239-0804); Submit Sample for Approval Detail: 4/L3.1
	Decorative Stone #3 - Install a (6) Six Inch Depth; Stone Shall be Used in Stormwater Treatment Swales and in Retention Pond; Stone Shall be Washed Prior to Installation; Stone Shall be 3-6 Inch Diameter Fractured (Crushed) Stone from Staker Parsons McGuire Pit (Grayish Tones) (385-239-0804); Submit Sample for Approval Detail: 4/L3.1
	Landscape Boulder - Boulders Shall be 2-3' in Diameter, Angular, and Match Decorative Stone Color; Boulders Shall be Recessed into Ground and Washed Upon Completion of Installation; Submit Photo for Approval Detail: 5/L3.1
	3/16" x 4" Steel Edging - Install Flush to all Concrete Edges Between Shrub Areas and Seasonal Flowers; Manufacturer Shall be Sure-Loc Inc.; Color Shall be Black Detail: 6/L3.1



Scale: 1" = 20'

Landscape Notes:

1. See Sheet L3.1 for Landscape Details.
2. All Landscape Material Shall be Fully Irrigated by an Automatic Irrigation System. Drip for Shrub Areas and Spray for Existing Lawn Areas. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Details.
3. Adjust Landscape Material as Needed to Allow Access to all New and Existing Utilities. Irrigation Components Shall be Spaced Between Plant Material to Allow Easy Access for Maintenance.
4. All Areas Disturbed by Construction Shall be Landscaped and not Left Undone. Contact Landscape Architect with Areas in Question.
5. No Edging Shall be Used Between Different Size Stone.

Landscape Maintenance:

1. All Landscape within the Property Line Shall be Installed and Maintained by the Owner. The Landscape in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.

Landscape Keynotes

- 1 Install Shrub Planter with Decorative Stone #1
- 2 Install Shrub Planter with Decorative Stone #2
- 3 Install Shrub Planter with Decorative Stone #3
- 4 New Monument Sign by Separate Permit
- 5 New Bike Rack - See Civil Plans
- 6 Install Seasonal Flowers - See Plant Schedule for More Details
- 7 New Elect. Transformer - See Elect. Plan
- 8 Install Landscape Boulder
- 9 New Flag Pole - See Civil Plans; Adjust Plant Material Spacing as Needed to Accommodate Centering Flag Pole in Plant Material
- 10 New Dumpster Enclosure with Plant Screening
- 11 New Maintenance Building with New Irrigation Controller - See Irrigation Plan
- 12 Install Decorative Steel Edging Between Shrub Planter and Seasonal Flowers
- 13 1' Wide Building Concrete Mowstrip - See Civil Plans for More Detail
- 14 Light Pole - See Site Elect. Plans; Adjust and Evenly Space Plant Material Around Light Poles
- 15 Irrigation Backflow Preventer - See Irrigation Plan for More Detail; Adjust Plant Material for Exact Location; Center Backflow Between Plant Material and Away From Back of Curb to Avoid a Conflict with a Vehicle Bumper
- 16 Lawn Shall be Installed by the Master Developer; Landscape was Approved with the Overall Offsite Landscape Plan; Lawns to Remain and be Protected; Patchup Lawn Against New AFCU Site Improvements
- 17 Planting Screen to Screen Headlights From Leaving the Site (City Required) Evergreen and Deciduous Combination
- 18 Directional Sign by Separate Permit
- 19 Remove Existing Lawn and Install Shrub Area as Shown on Plan
- 20 Park Strip with Lawn, Street Trees and Shrubs Shall be Installed by the Master Developer; Landscape was Approved with the Overall Offsite Landscape Plan; Landscape Shall Remain and be Protected
- 21 Clear Vision Triangle; No Plant Material Over Three Feet in Height Above the Street Shall be Permitted; No Trees Are Allowed Within the Clear Vision Triangle
- 22 Existing Landscape; Blend New into Existing
- 23 Install Landscape Concrete Curbing Between New Shrub Area and Existing Lawn; Patch-up Lawn Against New Curb
- 24 Snow Storage Area; See Landscape Data Table for More Info.
- 25 Landscape Berm to Assist in Screening Headlights From Leaving the Site; See Grading Plan for More Detail

UT - Existing Utility Box and Manhole

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521-8529 - AWEngineering.net

Landscape Plan
AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Professional Engineer
Jared R. Manscill
No. 7740426-3301
09/09/2022
Landscape Architect

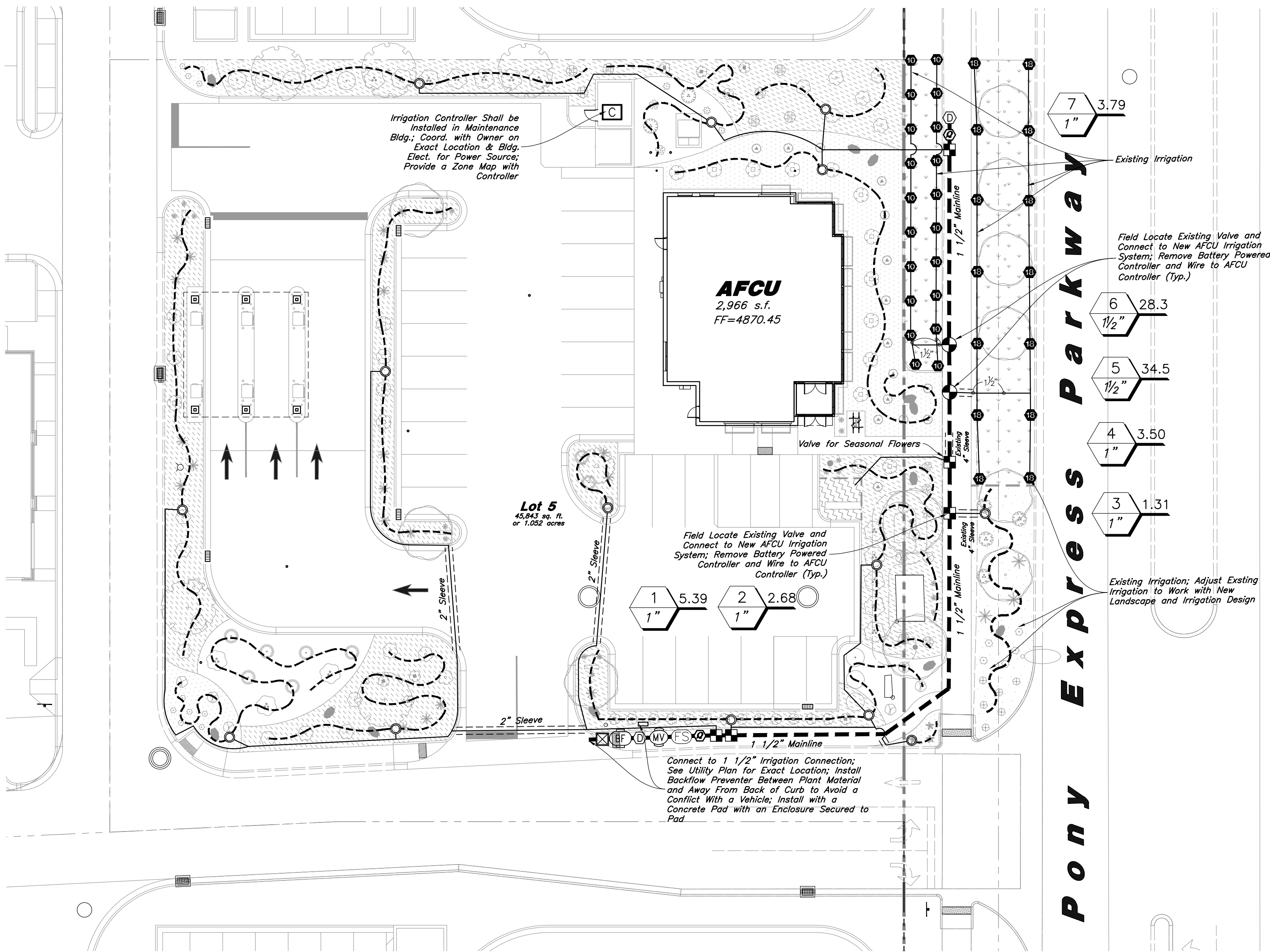
21 Jul, 2022

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L1.1



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General Irrigation Notes:

- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
- The contractor shall install all irrigation material per plan, notes and details.
- Irrigation system components must be premium quality only and installed to manufacturers requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
- Irrigation system guarantee for all materials and workmanship shall be one year from the time of branch opening or final project acceptance (whichever is longer). Guarantee will include, but is not limited to winterizing, spring activation, repair, trench setting, backfilling depressions, and repairing freeze damage. Contractor must contact Landscape Architect to schedule pre and post guarantee inspection meetings. Failure to do so will mean the official guarantee period has not been activated or de-activated.
- Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assume the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.

- Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings. one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
- Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
- Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.
- Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
- Control valve wire shall be #14 single conductor: white for common wire, red for hot wire and blue for the spare wire. Provide (2) two spare wire that runs the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/Y or equivalent) and contained in control valve boxes. Provide 3/4" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
- Control valve size, type, quantity, and location to be approved by landscape architect. install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes shall be Carson Brooks or equal.
- Quick couplers shall be a Rain Bird 44RC with a (one) 1 inch swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
- Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
- All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-two (22) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeves.
- Plans are diagrammatic and approximate due to scale, where possible, all piping is to be installed within the planting areas. No tees, elbows, or changes in direction shall occur under hardscape.

- It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
- The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.
- All sprinkler heads shall be set perpendicular to finish grade of the areas to be irrigated and shall be installed 6"-8" from buildings walls, or within 4" of pavement, curbs, or header edges.
- Drip system piping shall consist of a rigid schedule 40 PVC pipe. distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
- Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
- The sprinkler system design is based on the operating pressure shown on the irrigation drawings. The irrigation contractor shall verify water pressure prior to any construction. Report any difference between the water pressure indicated on the drawings and the actual pressure reading at the point of connection to the owner's authorized representative immediately.
- Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
- All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
- Upon completion and approval of irrigation system, irrigation contractor to provide the owner with two sets of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.
- An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.

Main Service Line & Other Irrigation Components Are Shown In Paved Or Hardscape Surfaced For Clarity Purposes ONLY! Install All Irrigation Components within Landscaped Areas.

Irrigation Maintenance:

- All Irrigation within the Property Line Shall be Installed and Maintained by the Owner. The Irrigation in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.

Irrigation Notes

- See Sheet L1.1 for Plant Layout and Sheet L3.1 for Planting Details.
- See Sheet L3.1 for Irrigation Details.
- The City Reported a Water Pressure Range of 85 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. See Valve Schedule for Required Design Pressures at the Existing P.O.C.
- Irrigation in Park Strip Shall be Installed by the Developer and Remain and be Added to AFCU's Irrigation System. Irrigation Behind Sidewalk Shall be Added to AFCU's Irrigation System and Modified to Accommodate AFCU's New Site Improvements. New Irrigation Shall Connect to New 1 1/2" Water Service Line - See Utility Plan for Exact Location. All Temporary Battery Powered Controllers Used for Valves along Street Frontage Shall be Removed and Valves Shall be Wired to New Controller Located in AFCU's Maintenance Building.

Irrigation Schedule

Symbol	Manufacturer/Model #	Description	Notes	Detail
Valves				
	Rain Bird 150-PESB	Master Control Valve with Scrubber Technology	1 1/2 Inch Size; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	17/L3.1
	Rain Bird XGZ-100-PRB-COM	Drip Remote Control Valve	1 Inch Size; Drip Control Zone Kit; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	18/L3.1
	Rain Bird 44RC	Quick Coupler Valve With a Swing Joint Assembly	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
	Matco-Norca 759	Manual Drain Valve	1/2" Inch Size; Install at End of Mainline and After Filter in a 10" Round Valve Box with 6" Depth Sump of Gravel Over Weed Barrier	10/L3.1
Drip				
	PVC Pipe To Drip Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	11/L3.1
	Netafim TLCV9-12XX		Technique Dripline with 0.9 gph Emitters @ 12" Spacing; Dripline Shall be Used to Water all Perennials, Shrubs, Ornamental Grasses and Trees; See Drip Irrigation Detail for Dripline Configuration and Layout; Blank Tubing Shall be Used in Areas Where There is No Plant Material; Install per Manufacturer's Specifications; Drip Shall be Installed After Plant Installation; Secure Tubing with Staples No Less Than Every 24 Inches & at Critical Holding Points; Tubing with Emitters Shall be Installed Under Weed Barrier so That the Water Drips on the Soil and not on Top of Weed Barrier	9&13/L3.1
	Netafim TLCV4-12XX		Technique Dripline with 0.4 gph Emitters @ 12" Spacing; Drip Line Shall be Used to Water Plant Material in Annual Flower Beds; Tubing Shall be Installed in Rows With a Netafim Piping Header; Use Netafim Barbed Fittings; Row Spacing Shall be 10" With Emitters Alternating in a Triangular Pattern Between Rows; Tubing Shall be Staked Down at Intervals to Keep Tubing From Moving When in Use	None
P.O.C. Components				
	Mueller Oriseal Mark II	Stop & Waste Valve	1 1/2 Inch Size; Installed in 10" Round Valve Box with 3" Depth Gravel Over Weed Barrier	16/L3.1
	Hunter HC-100-Flow	Flow Meter for Hydrowise	1 1/2 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel Sump; Install with Water Proof Wire Connectors	None
	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	1 1/2 Inch Size; Backflow Preventer Shall be Properly Installed & Tested to Meet Oil State & Local Health & Safety Laws & Ordinances; Install in Artificial Rock Enclosure (110-ST from DekaRra Products, LLC); Rock Color Shall be Riverband Brown; Install on Concrete Pad with Frost Bag (602-DT)	15/L3.1
Pipes				
	Schedule 40 PVC	Mainline Pipe	1 1/2 Inch Size; Controller Wire Shall be Tucked Under Mainline; Sch. 80 Fittings Shall be Used for Mainline Connections	8/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipes; Sch 40 Fittings Shall be Used for Lateral Line Connections	8/L3.1
Controller				
	Hunter HCC-800-PL	8 Station Base Model WIFI Controller with Hydrowise Technology and 4 Station Module	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor; Provide Zone Map with Controller; Coordinate with AFCU in Purchasing and Installing WIFI Module	12/L3.1
Sleeving				
	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals and Controller Wire Located Under Concrete and Asphalt Paving at Specified Depths	Contractor Shall Coordinate the Installation of Sleeving with the Installation of Concrete Footwork and Asphalt Paving. All Sleeving Shall be by the Landscape Contractor Unless Otherwise Noted.	14/L3.1

VALVE SCHEDULE

VALVE STATION	VALVE SIZE	IRRIGATION TYPE	FLOW (GPM)	PSI	PSI @ POC	PRECIP. RATE
1	1"	Area for Drip Emitters	5.39	35.11	47.12	0.36 in/h
2	1"	Area for Drip Emitters	2.68	32.03	44.04	0.65 in/h
3*	1"	Area for Drip Emitters	1.31	31.00	43.00	0.53 in/h
4	1"	Drip Irrigation -Annuals	3.50	27.56	39.58	0.71 in/h
5*	1-1/2"	Turf Spray	34.53	35.82	49.63	1.37 in/h
6*	1-1/2"	Turf Spray	28.29	31.38	44.94	2.76 in/h
7	1"	Area for Drip Emitters	3.79	32.97	45.26	0.75 in/h

* Existing Valves Shall be Added to AFCU Irrigation System; Remove Battery Powered Controllers

Scale: 1" = 20'



ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521.8529 - AWengineering.net

AFCU Eagle Mountain
4195 North Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Jared R. Mansfield
No. 7740426-3301
09/09/2022
Landscape Architect

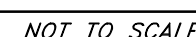
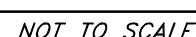
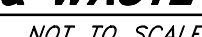
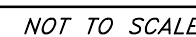
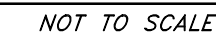
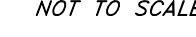
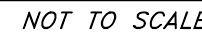
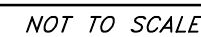
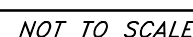
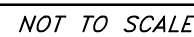
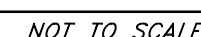
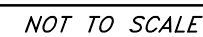
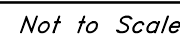
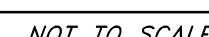
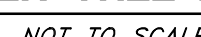
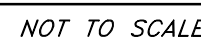
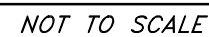
21 Jul, 2022

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GENERAL EXTERIOR ELEVATION NOTES:

A. All building signage shall be submitted by the Signage Contractor as a deferred submittal to the City for review.

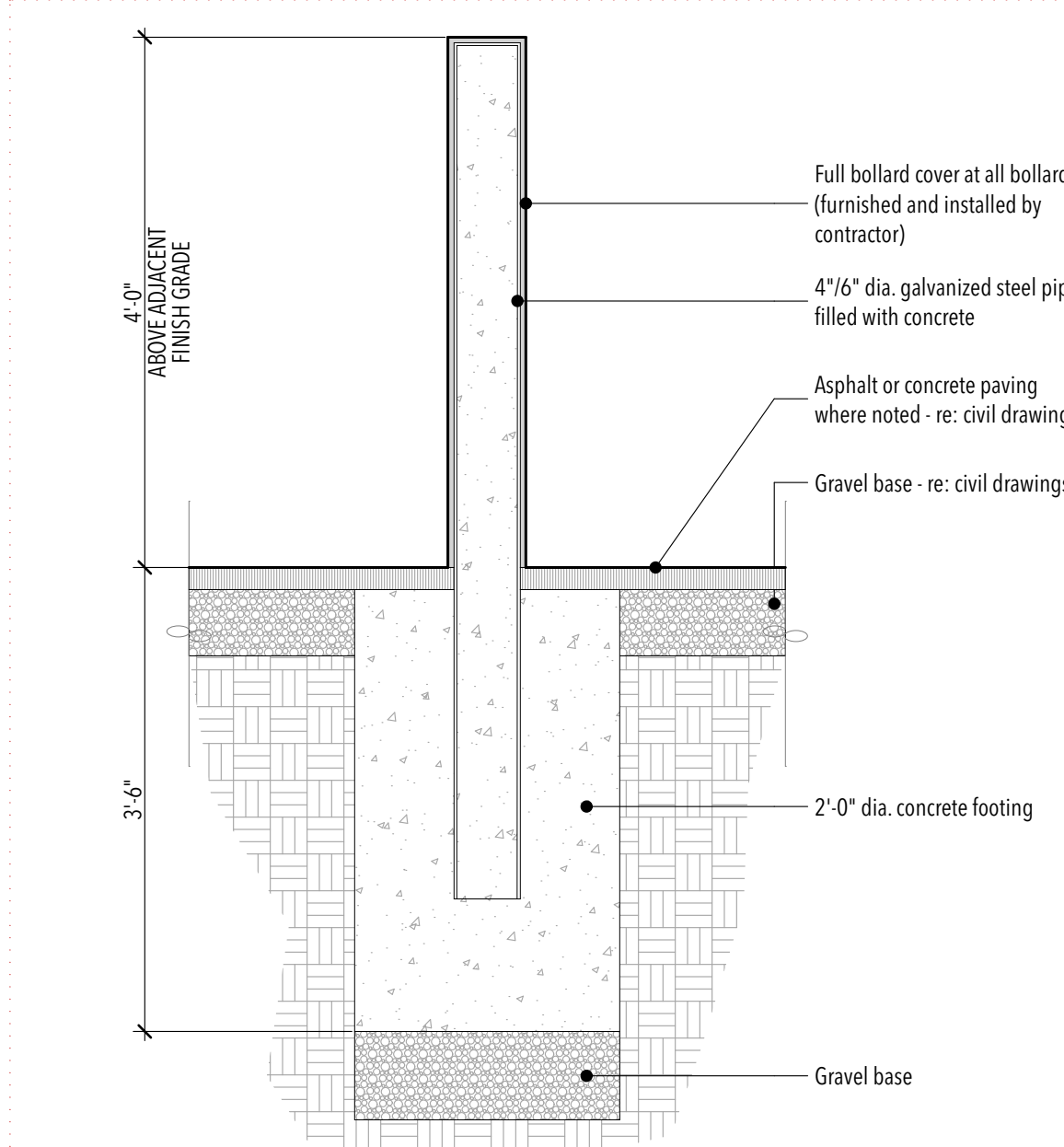
B. All utility meters and equipment on the exterior face of the building shall be painted to match color as selected by the Architect.

C. All steel in contact with dissimilar metals shall be hot dipped galvanized, or zinc rich primed.

D. Locate ACM panel joints as shown on exterior elevations. Align all ACM panel joints where possible - coordinate with Architect.

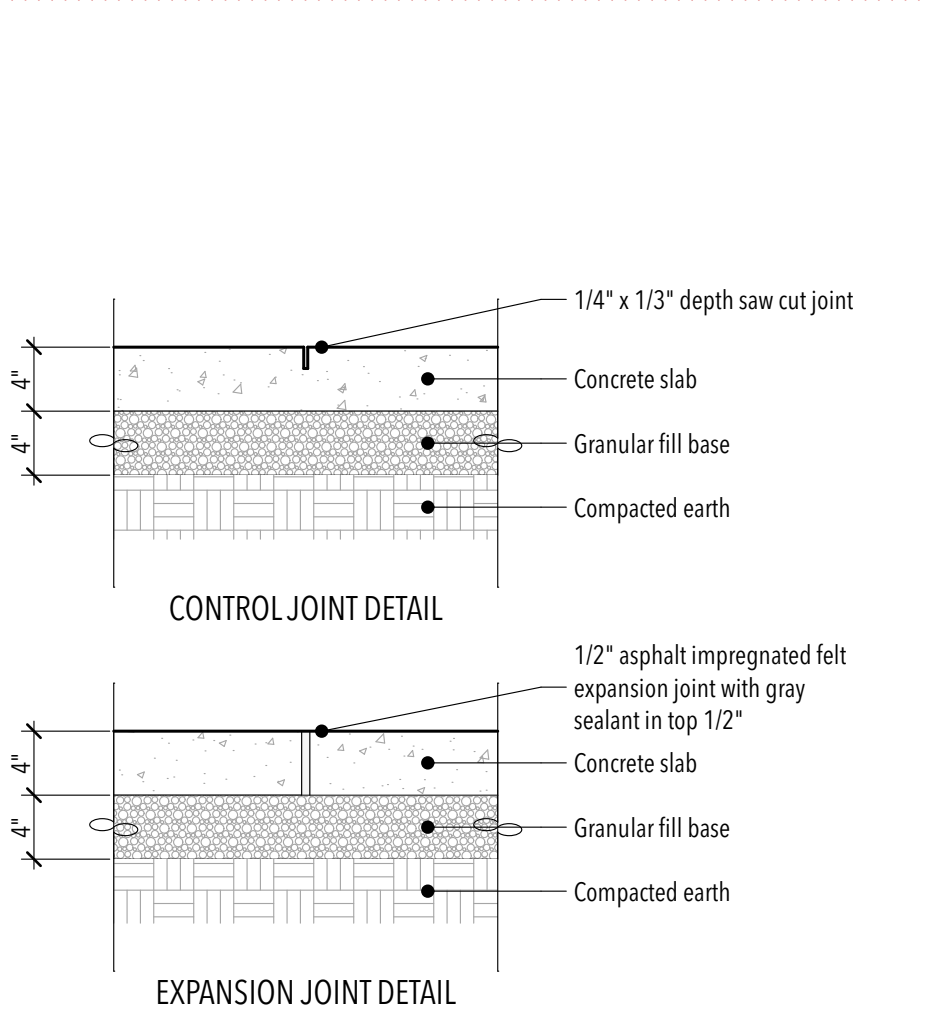
E. All mechanical rooftop units and equipment shall be screened from view of the public/private streets.

EXTERIOR MATERIALS LEGEND:			
ID	MATERIAL	MANUFACTURER	COLOR/NOTES
ROOFING			
R01	Standing Seam Metal Roofing	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
CONCRETE			
C01	Cast In Place Concrete	Re: Specifications	Re: Specifications
C02	Precast Concrete Belt Course	Re: Specifications	Honed Finish; Match Architect's Sample
MASONRY			
M01	Brick Veneer	Interstate Brick	Size: 2 1/4" Norman; Color: Platinum; Finish: Matte; Brick Coursing: 1/3 running bond; Mortar Joints: Raked bed joint, Flush tooled head joints
M02	CMU	Amor	Color: Camas
METAL PANEL			
MP01	ACM Panel System	Alpolic	Color: MTLCSK SUR
MP02	ACM Panel System	Alpolic	Custom Color: 739L1284(FEVE) Volfon 13708 Prismatic Basecoat 736L1150 NCU
METAL COPING			
MC01	ACM Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
MC02	Pre-Finished Metal Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
METAL TRIM			
MT01	Pre-Finished Break Metal Trim	-	Custom Color: Match 'MP01' ACM Panel System Color



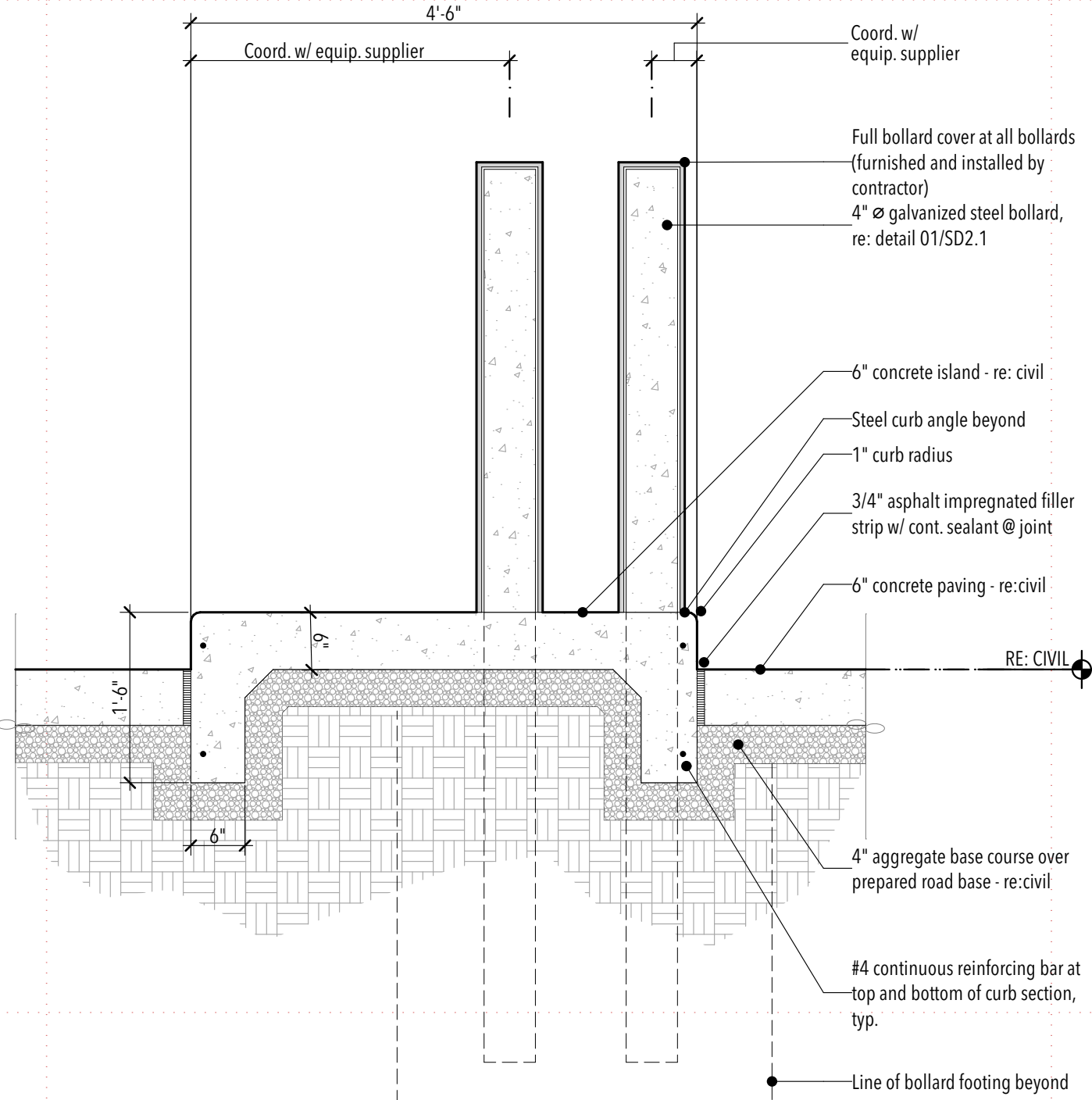
PIPE BOLLARD DETAIL

01 3/4" = 1'-0"



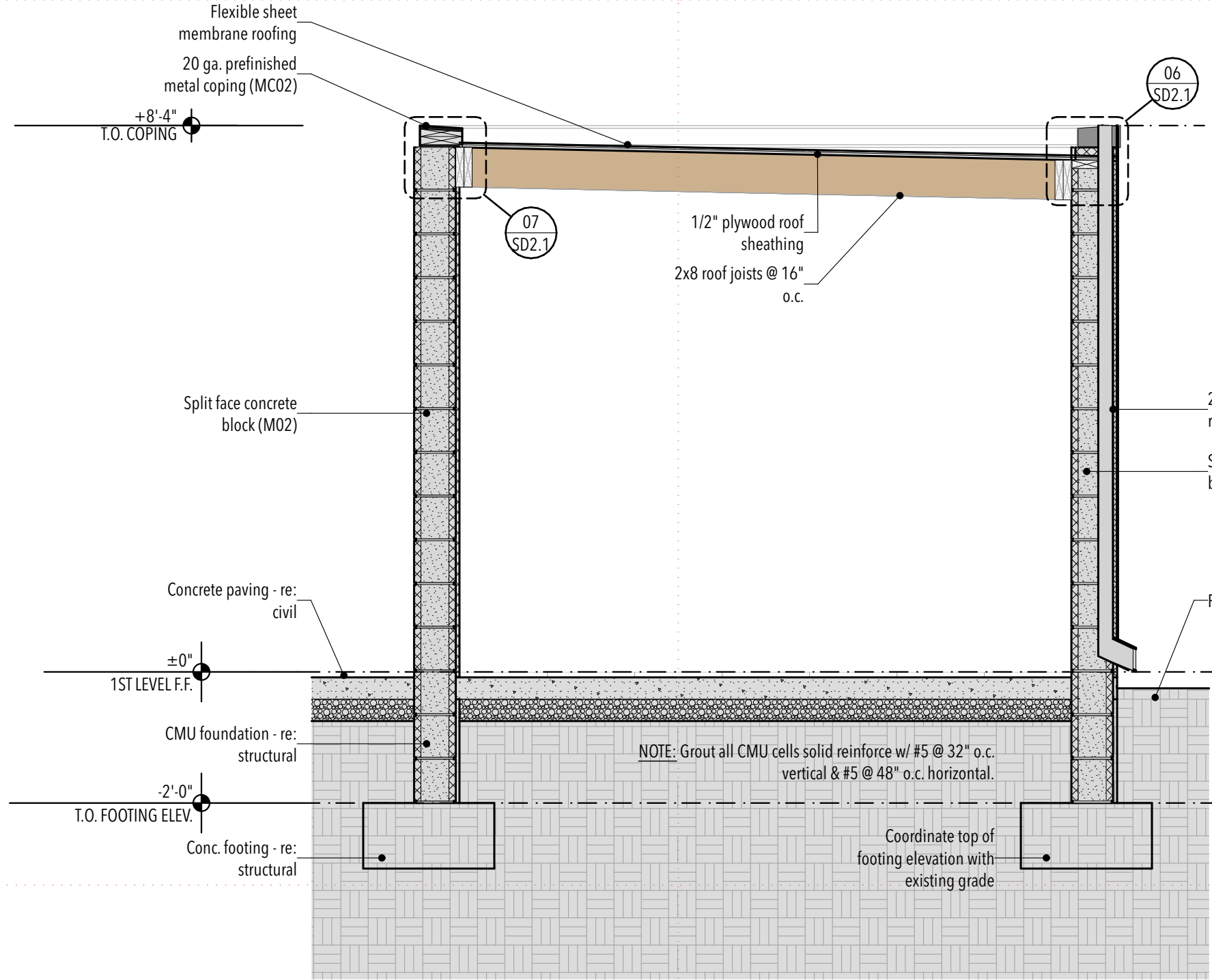
CONCRETE JOINT DETAIL

02 1" = 1'-0"



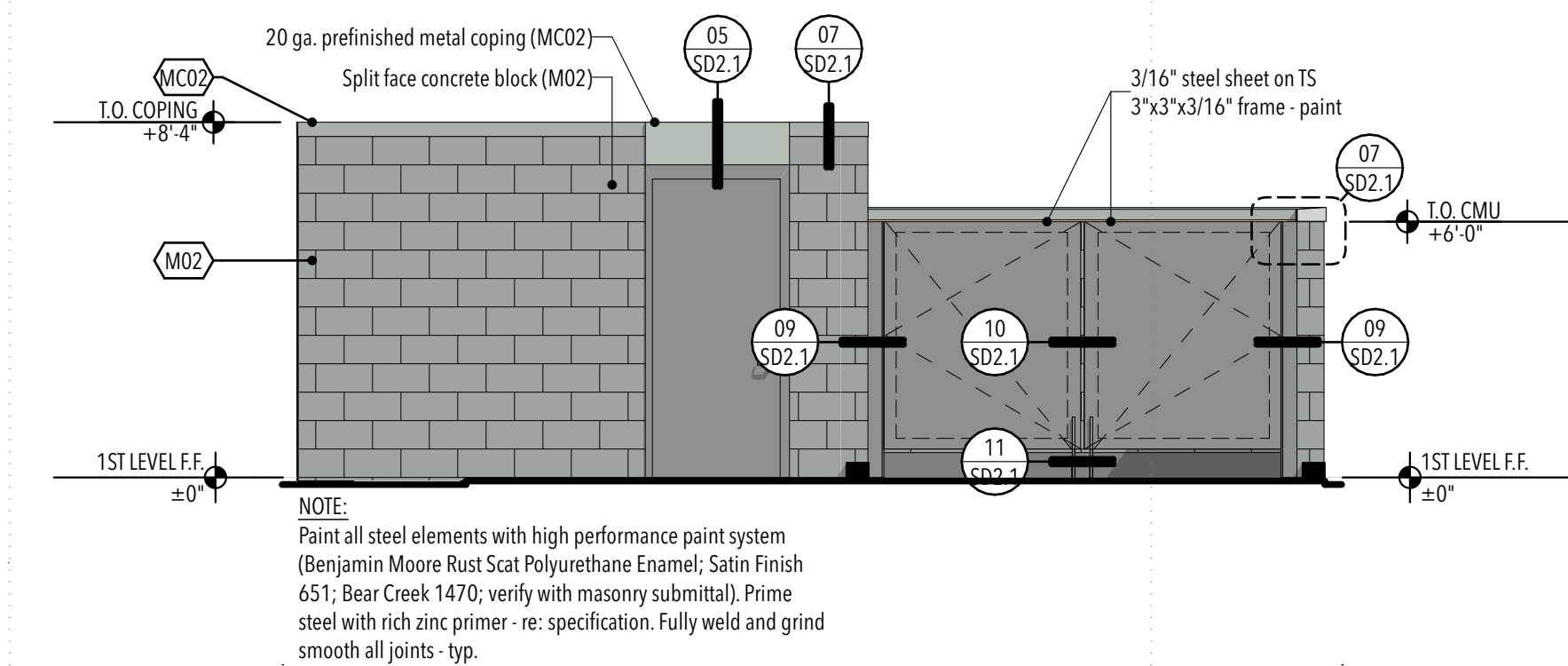
PIPE BOLLARD DETAIL

03 3/4" = 1'-0"



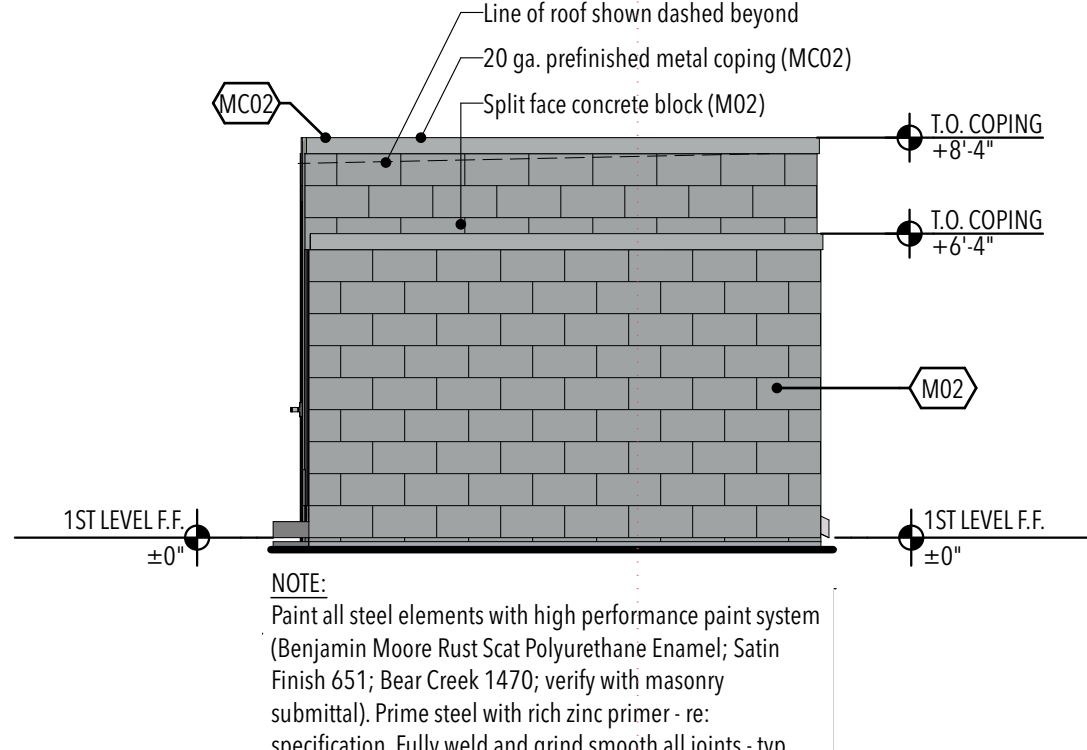
TRASH ENCLOSURE BUILDING SECTION

04 1/2" = 1'-0"



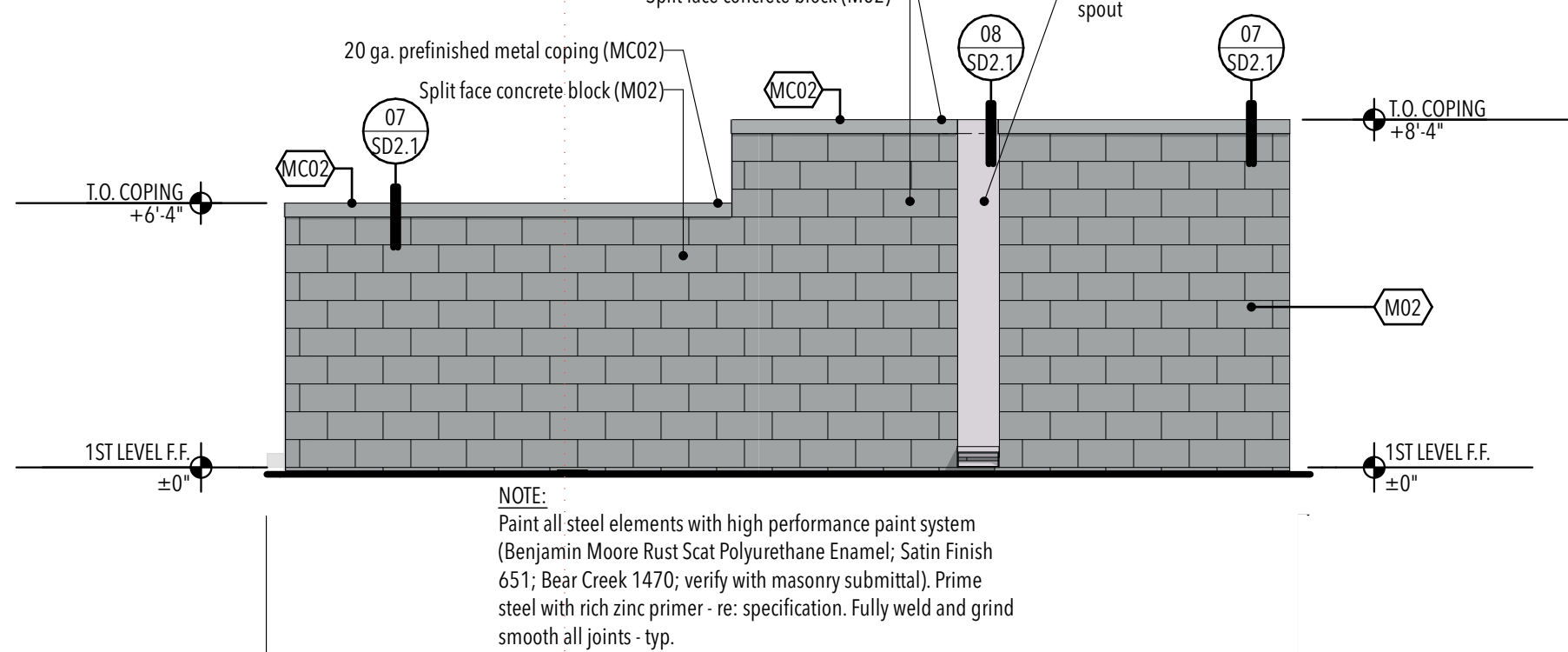
TRASH ENCLOSURE EAST

A 1/4" = 1'-0"



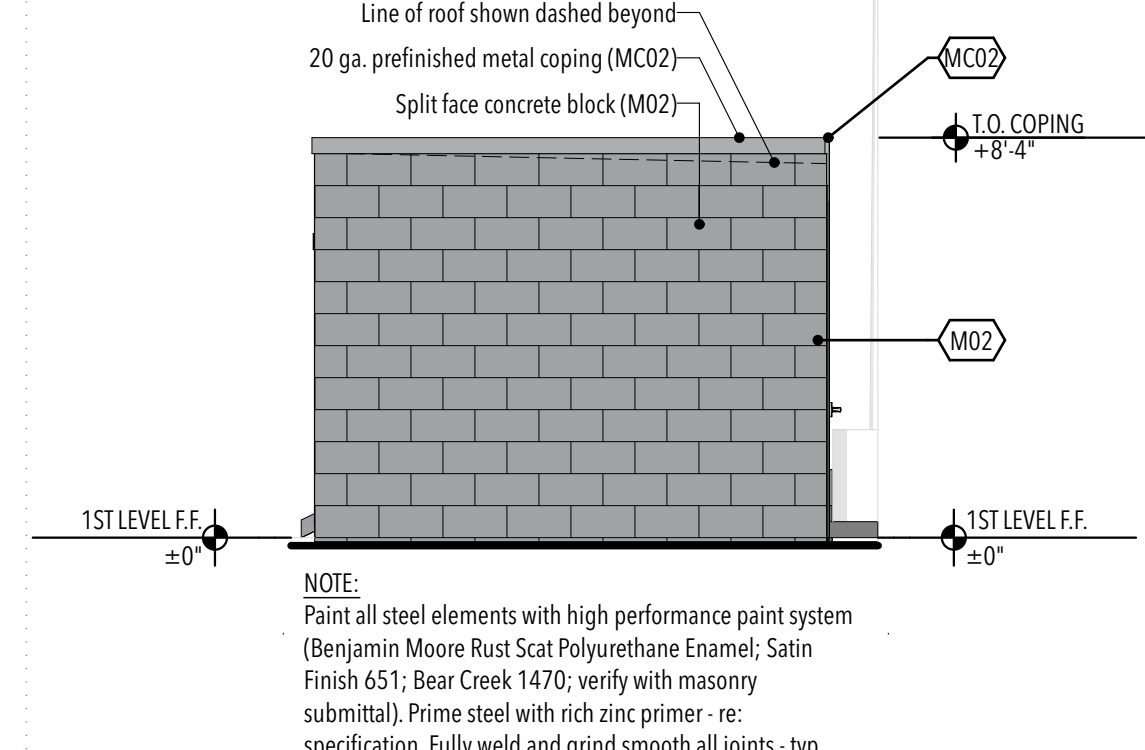
TRASH ENCLOSURE NORTH

B 1/4" = 1'-0"



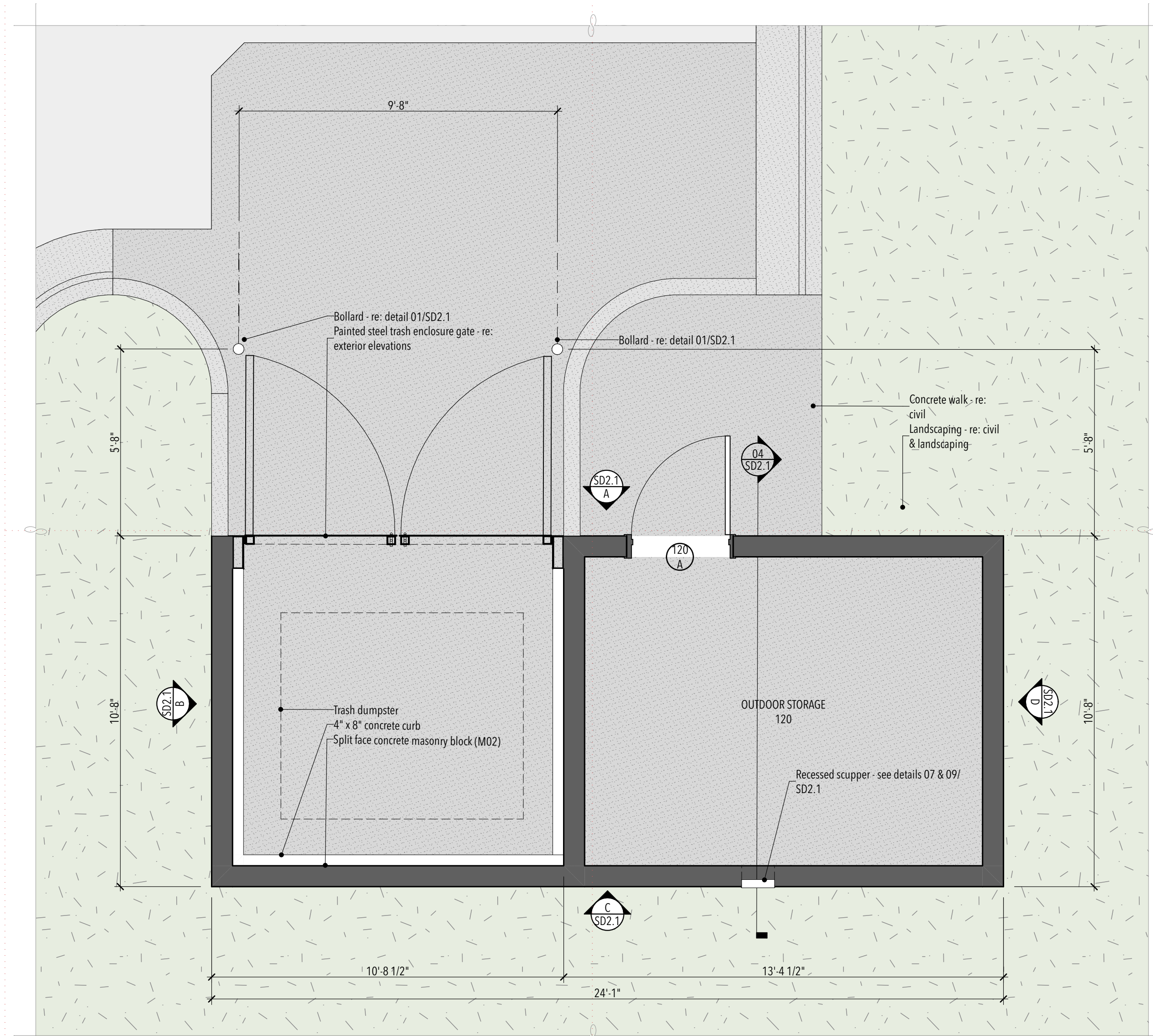
TRASH ENCLOSURE WEST

C 1/4" = 1'-0"



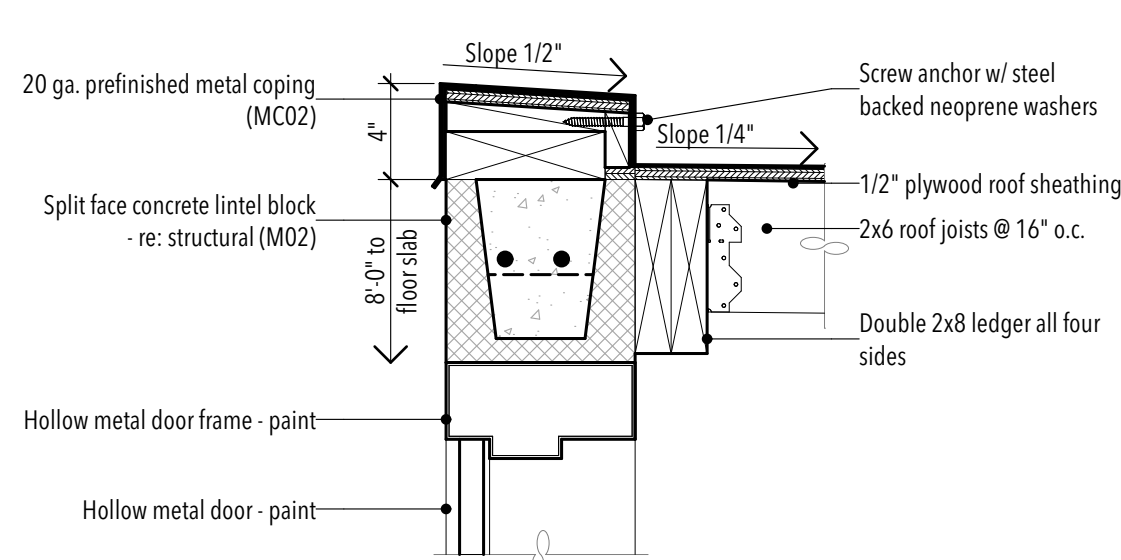
TRASH ENCLOSURE SOUTH

D 1/4" = 1'-0"



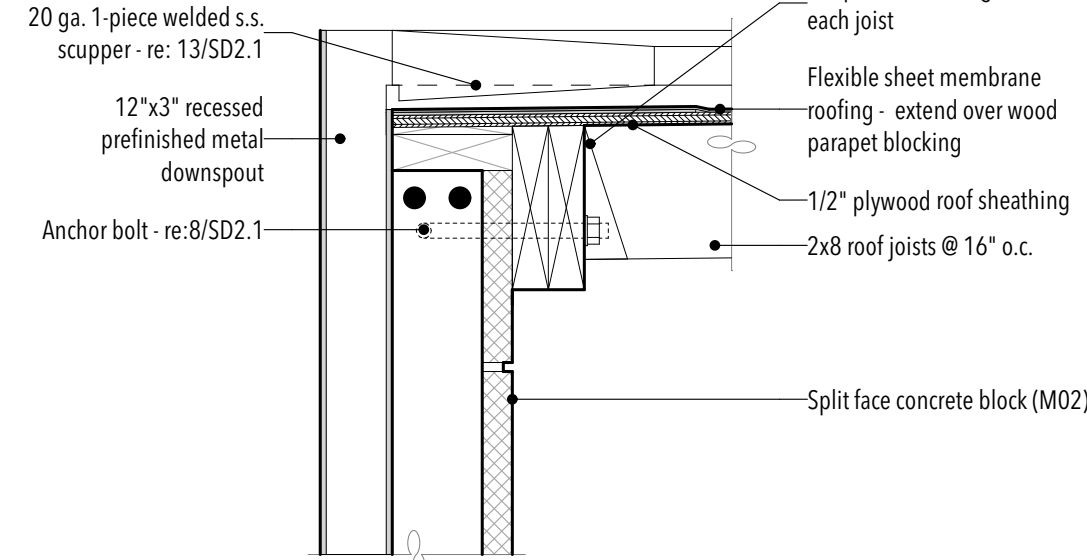
ENLARGED ARCHITECTURAL SITE PLAN

E 3/8" = 1'-0"



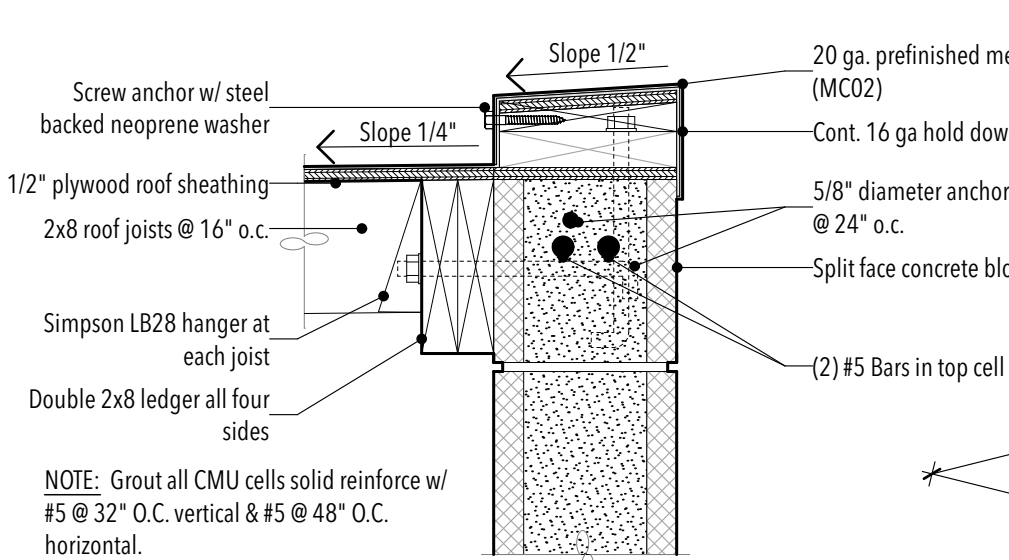
DETAIL @ HM DOOR

05 1 1/2" = 1'-0"



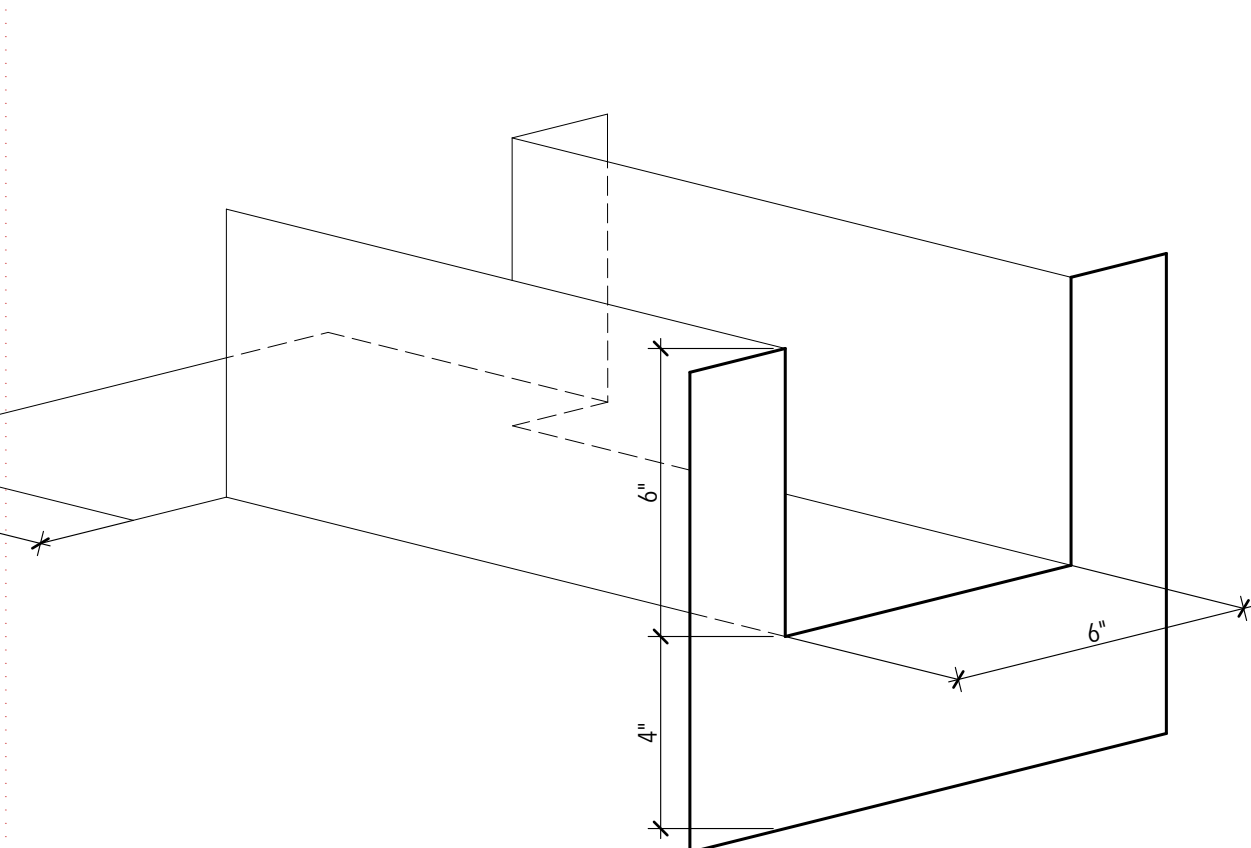
DETAIL @ SCUPPER & DOWN SPOUT

06 1 1/2" = 1'-0"



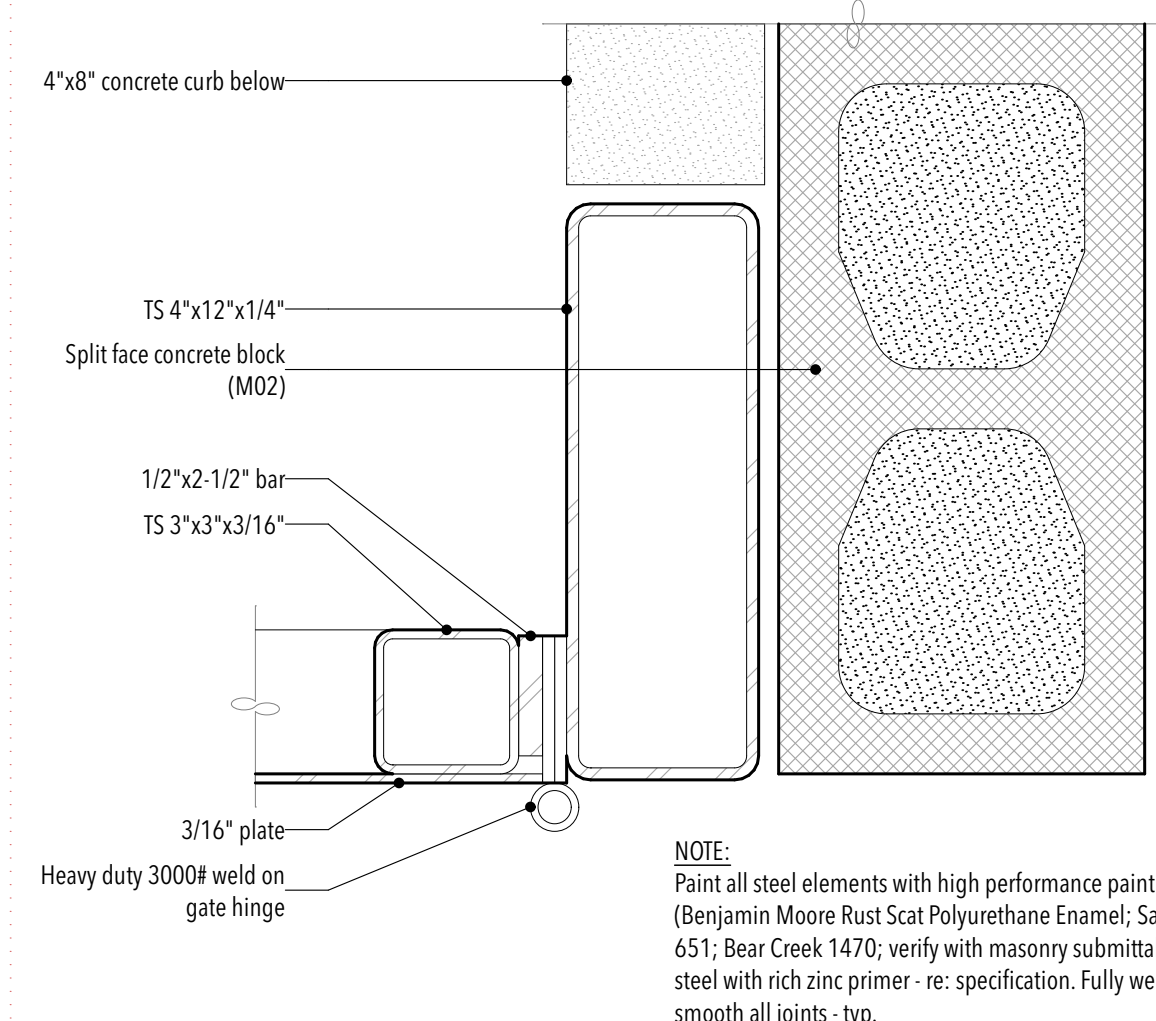
TYPICAL COPING @ TRASH ENCLOSURE

07 1 1/2" = 1'-0"



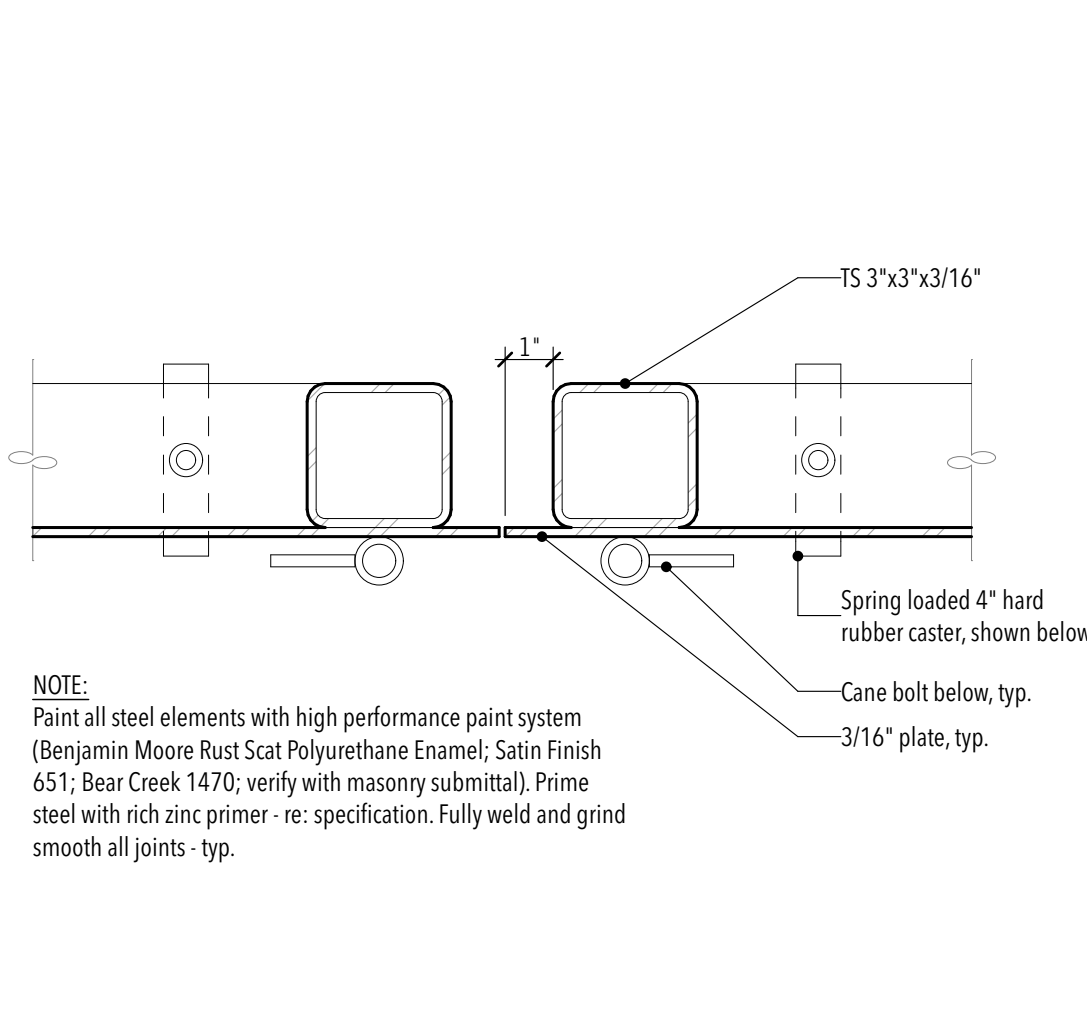
SCUPPER DETAIL

08 3" = 1'-0"



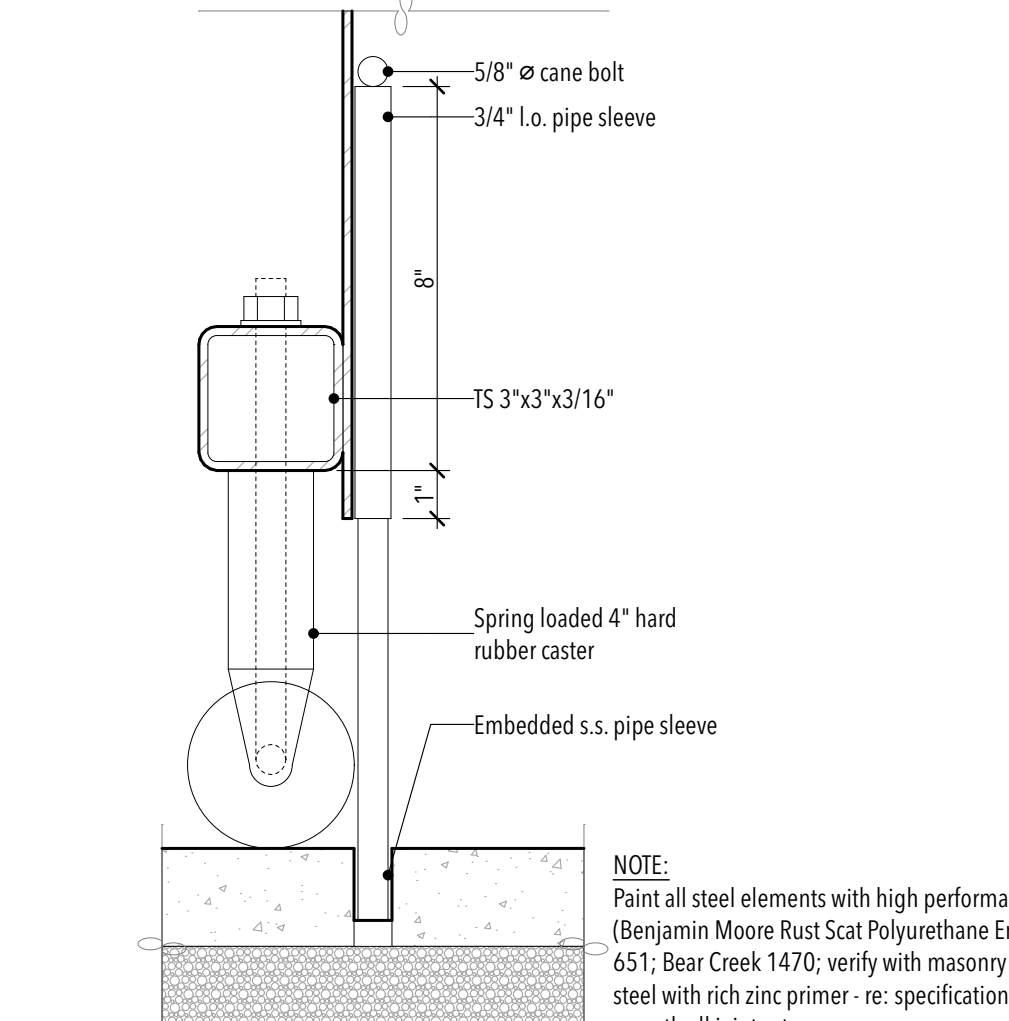
TRASH ENCLOSURE JAMB DETAIL

09 3" = 1'-0"



GATE DOOR DETAIL

10 3" = 1'-0"



GATE DOOR SECTION

11 3" = 1'-0"

100% CD REVIEW
DATE: 07.07.22
PROJECT NUMBER: 2146
SCALE: 1/4" = 1'-0", 1' = 1'-0"



- GENERAL EXTERIOR ELEVATION NOTES:
- A. All building signage shall be submitted by the Signage Contractor as a deferred submittal to the City for review.
 - B. All utility meters and equipment on the exterior face of the building shall be painted to match color as selected by the Architect.
 - C. All steel in contact with dissimilar metals shall be hot dipped galvanized, or zinc rich primed.
 - D. All ACME panel joints shall be shown on exterior elevations. All ACME panel joints shall be coordinated with Architect.
 - E. All mechanical rooftop units and equipment shall be screened from view of the public/private streets.

EXTERIOR MATERIALS LEGEND:			
ID	MATERIAL	MANUFACTURER	COLOR/NOTES
ROOFING			
R01	Standing Seam Metal Roofing	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
CONCRETE			
C01	Cast In Place Concrete	Re: Specifications	Re: Specifications
C02	Precast Concrete Belt Course	Re: Specifications	Honed Finish; Match Architect's Sample
MASONRY			
M01	Brick Veneer	Interstate Brick	Size: 2 1/4" Nominal; Color: Platinum; Finish: Matte; Brick Coursing: 1/3 running bond; Mortar Joints: Raked bed joint, Flush tooled head joints
M02	CMU	Amcor	Color: Canvas
METAL PANEL			
MP01	ACM Panel System	Alpolic	Color: MTLK BSK SLVR
MP02	ACM Panel System	Alpolic	Custom Color: 739L1284 (FEVE) Valfon 13708 Prismatic Basecoat 736L1150 NCU
METAL COPING			
MC01	ACM Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
MC02	Pre-Finished Metal Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
METAL TRIM			
MT01	Pre-Finished Break Metal Trim	-	Custom Color: Match 'MP01' ACM Panel System Color

- KEYED NOTES:
- 03.05 Apply polymer modified concrete surfacing material (Ardex CD Concrete Dressing) at all exposed concrete foundations at base of storefront system - typ.
 - 07.02 Prefinished ACM coping cap - match ACM wall panel finish
 - 07.03 Stainless steel gutter system
 - 07.09 Prefinished ACM panel system, custom color: 739L1284 (FEVE) Valfon 13708 Prismatic Basecoat 736L1150 NCU - install as per manufacturer's recommendations
 - 07.24 Prefinished ACM panel joint. Coordinate joint locations with Architect.
 - 08.01 Scheduled aluminum storefront door
 - 08.03 Scheduled aluminum storefront system - re: window elevations
 - 08.05 Aluminum sunshade - re: details
 - 08.11 Aluminum sunshade - re: details. Face of sunshade shall align with face of adjacent brick veneer/aluminum break metal.
 - 10.12 Back lit routed image in aluminum panel sign cabinet (by Owner's Contractor) flush with ACM building panels - re: detail 11A2.5
 - 26.01 Light fixture - re: electrical
 - 32.08 Electrical equipment - re: electrical and civil
 - 33.01 Gas meter - re: mechanical. Paint to match brick color.

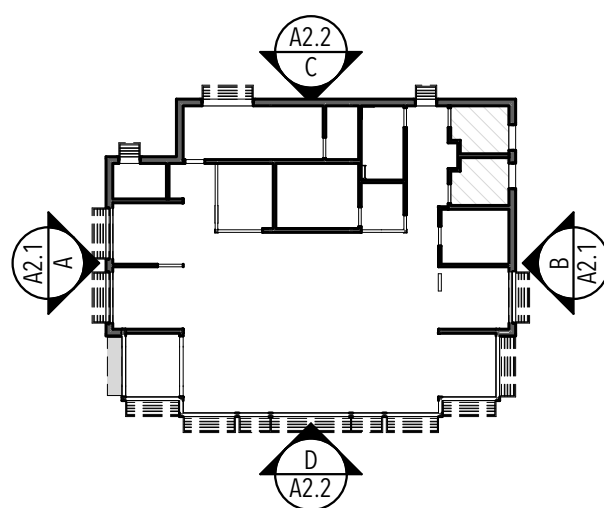
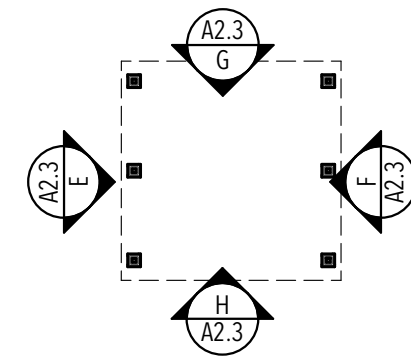
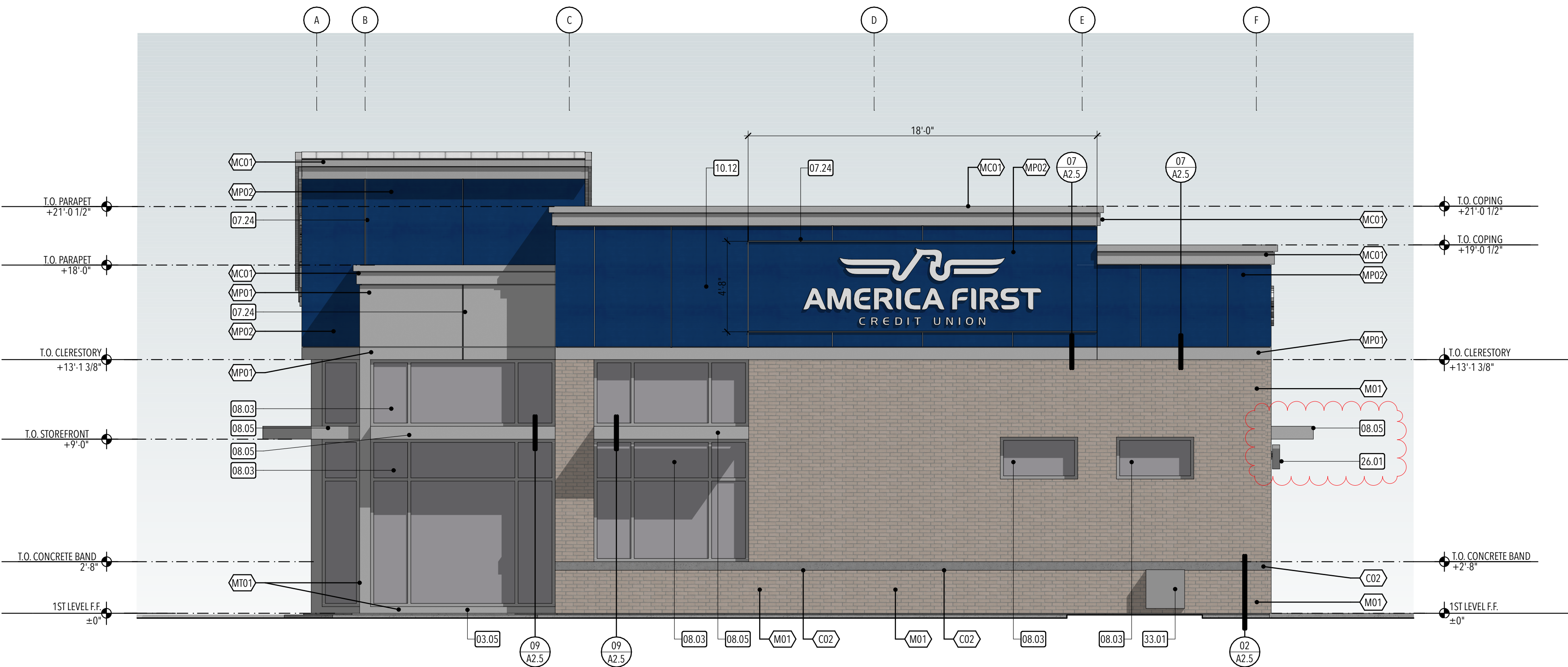
SOUTH ELEVATION

A 1/4" = 1'-0"



NORTH ELEVATION

B 1/4" = 1'-0"



STUDIO 333 ARCHITECTS
333 24TH STREET
OGDEN, UT 84401
801.394.3033

AMERICA FIRST FEDERAL CREDIT UNION - EAGLE MOUNTAIN BRANCH
4195 NORTH PONY ROAD, EAGLE MOUNTAIN, UTAH

NO.	DATE	DESCRIPTION

100% CD REVIEW
DATE: 07.07.22
PROJECT NUMBER: 2146

EXTERIOR ELEVATIONS

A2.1

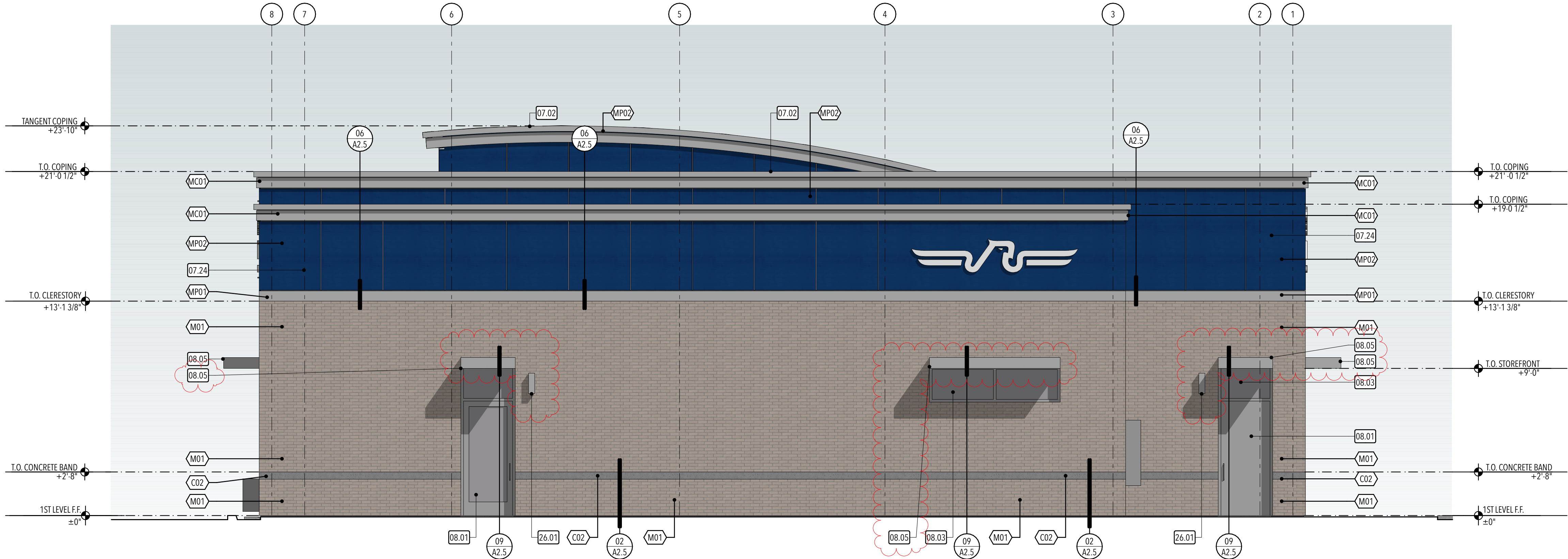
- GENERAL EXTERIOR ELEVATION NOTES:
- A. All building signage shall be submitted by the Signage Contractor as a deferred submittal to the City for review.
 - B. All utility meters and equipment on the exterior face of the building shall be painted to match color as selected by the Architect.
 - C. All steel in contact with dissimilar metals shall be hot dipped galvanized, or zinc rich primed.
 - D. Isolate ACM panel joints as shown on exterior elevations. Align all ACM panel joints where possible - coordinate with Architect.
 - E. All mechanical rooftop units and equipment shall be screened from view of the public/private streets.

EXTERIOR MATERIALS LEGEND:			
ID	MATERIAL	MANUFACTURER	COLOR/NOTES
ROOFING			
R01	Standing Seam Metal Roofing	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
CONCRETE			
C01	Cast In Place Concrete	Re: Specifications	Re: Specifications
C02	Precast Concrete Belt Course	Re: Specifications	Honed Finish; Match Architect's Sample
MASONRY			
M01	Brick Veneer	Interstate Brick	Size: 2 1/4" Norman; Color: Platinum; Finish: Matte; Brick Coursing: 1/3 running bond; Mortar Joints: Raked bed joint, Flush tooled head joints
M02	CMU	Amcor	Color: Canvas
METAL PANEL			
MP01	ACM Panel System	Alpolic	Color: MTLK BSK SLVR
MP02	ACM Panel System	Alpolic	Custom Color: 739L1284 (FEVE) Valfon 13708 Prismatic Basecoat 736L1150 NCU
METAL COPING			
MC01	ACM Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
MC02	Pre-Finished Metal Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
METAL TRIM			
MT01	Pre-Finished Break Metal Trim	-	Custom Color: Match 'MP01' ACM Panel System Color

- KEYED NOTES:
- 03.05 Apply polymer modified concrete surfacing material (Adexx CD Concrete Dressing) at all exposed concrete foundations at base of storefront system - typ.
 - 05.06 Steel entrance canopy - re: details. Face of canopy shall align with face of aluminum sunshades. Powdercoat paint to match storefront finish.
 - 07.02 Prefinished ACM coping cap - match ACM wall panel finish
 - 07.24 Prefinished ACM panel joint. Coordinate joint locations with Architect.
 - 08.01 Scheduled aluminum storefront door
 - 08.03 Scheduled aluminum storefront system - re: window elevations
 - 08.05 Aluminum sunshade - re: details
 - 08.08 0.040 prefinished aluminum break metal to match storefront finish
 - 10.12 Back lit routed image in aluminum panel sign cabinet (by Owner's Contractor) flush with ACM building panels - re: detail 11A2.5
 - 10.14 Provide vinyl decal installed on glazing with physical street address visible from street fronting the property - coordinate exact location with Owner. Characters shall be 4" high minimum.
 - 26.01 Light fixture - re: electrical

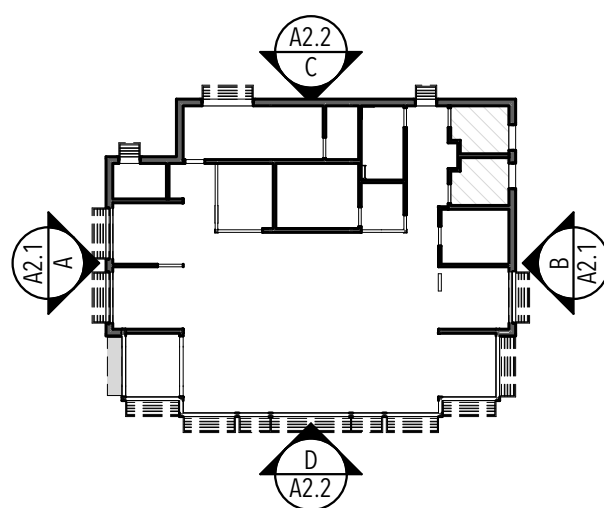
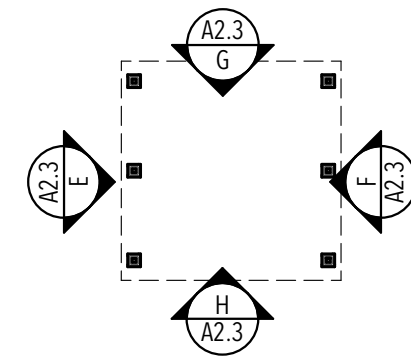
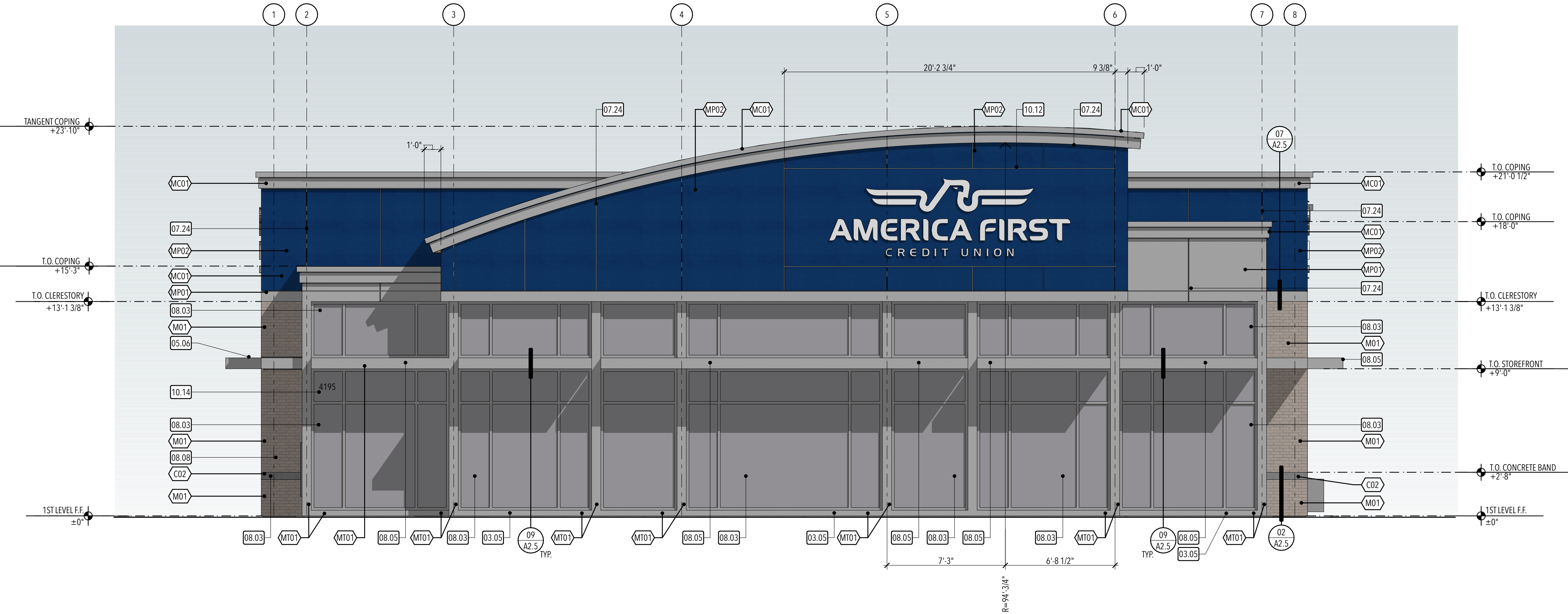
WEST ELEVATION

1/4" = 1'-0"



EAST ELEVATION

1/4" = 1'-0"



STUDIO 333 ARCHITECTS
333 24TH STREET
OGDEN, UT 84401
801.394.3033

AMERICA FIRST FEDERAL CREDIT UNION - EAGLE MOUNTAIN BRANCH
4195 NORTH PONY ROAD, EAGLE MOUNTAIN, UTAH

NO.	DATE	DESCRIPTION

100% CD REVIEW
DATE: 07.07.22
PROJECT NUMBER: 2146

- GENERAL EXTERIOR ELEVATION NOTES:
- A. All building signage shall be submitted by the Signage Contractor as a deferred submittal to the City for review.
 - B. All utility meters and equipment on the exterior face of the building shall be painted to match color as selected by the Architect.
 - C. All steel in contact with dissimilar metals shall be hot dipped galvanized, or zinc rich primed.
 - D. Tagline ACM panel joints as shown on exterior elevations. Align all ACM panel joints where possible - coordinate with Architect.
 - E. All mechanical rooftop units and equipment shall be screened from view of the public/private streets.

EXTERIOR MATERIALS LEGEND:			
ID	MATERIAL	MANUFACTURER	COLOR/NOTES
ROOFING			
R01	Standing Seam Metal Roofing	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
CONCRETE			
C01	Cast In Place Concrete	Re: Specifications	Re: Specifications
C02	Precast Concrete Belt Course	Re: Specifications	Honed Finish; Match Architect's Sample
MASONRY			
M01	Brick Veneer	Interstate Brick	Size: 2 1/4" Norman; Color: Platinum; Finish: Matte; Brick Coursing: 1/3 running bond; Mortar Joints: Raked bed joint, Flush tooled head joints
M02	CMU	Amcor	Color: Canvas
METAL PANEL			
MP01	ACM Panel System	Alpolic	Color: MTLG BSK SILV
MP02	ACM Panel System	Alpolic	Custom Color: 739L1284 (FEVE) Valfon 13708 Prismatic Basecoat 736L1150 NCU
METAL COPING			
MC01	ACM Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
MC02	Pre-Finished Metal Coping Cap	Re: Specifications	Custom Color: Match 'MP01' ACM Panel System Color
METAL TRIM			
MT01	Pre-Finished Break Metal Trim	-	Custom Color: Match 'MP01' ACM Panel System Color

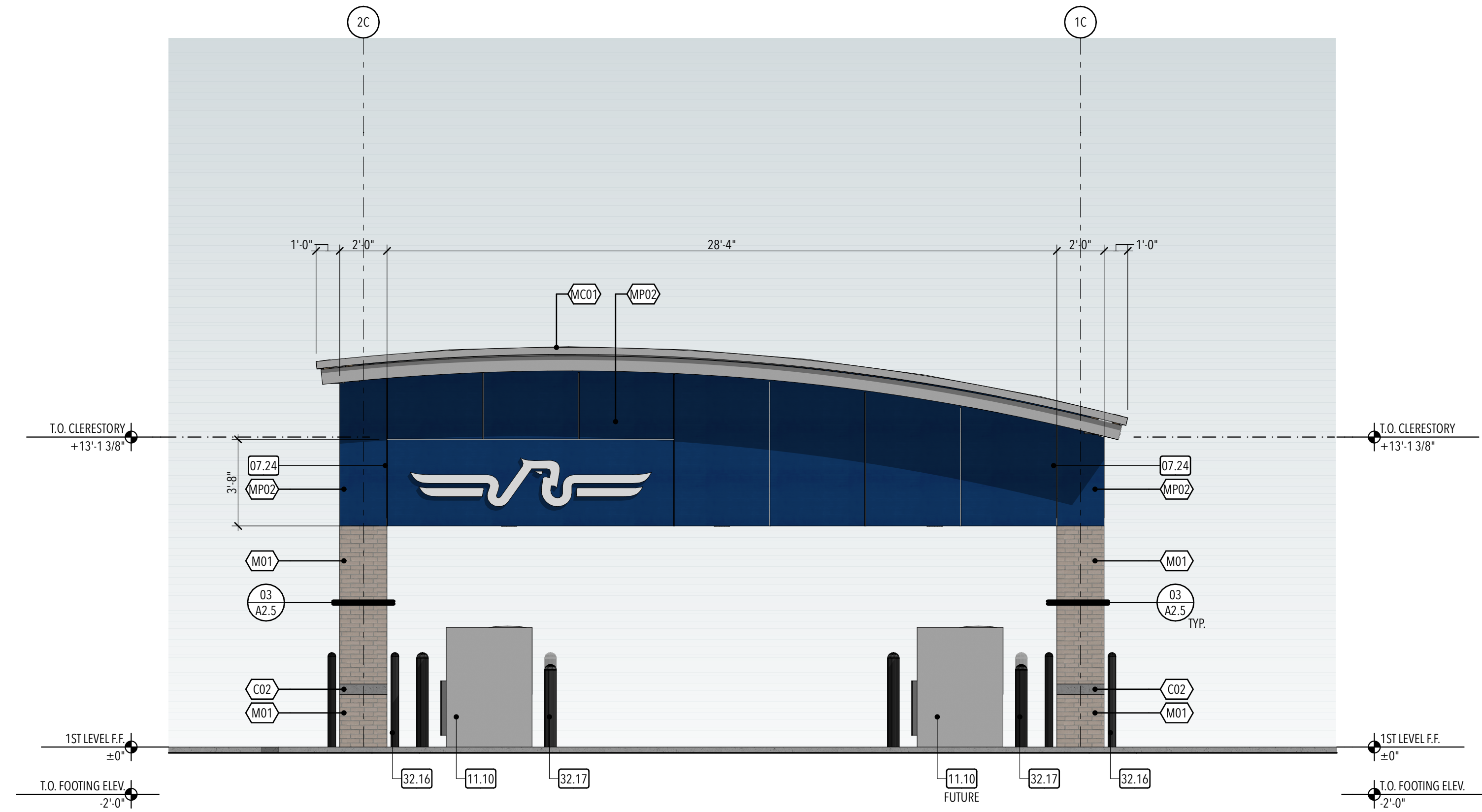
- KEYED NOTES:
- 07.03 Stainless steel gutter system
 - 07.08 Prefinished ACM panel system, color: TBX Metallic Silver - install as per manufacturer's recommendations
 - 07.24 Prefinished ACM panel joint. Coordinate joint locations with Architect.
 - 11.10 Automated teller machine (ATM) by Owner's Equipment Contractor - re: electrical
 - 11.17 Interactive Video teller machine (VT) by Owner's Equipment Contractor - re: electrical
 - 32.16 4" diameter pipe bollard, 40" tall. Contractor to furnish and install bollard covers at drive thru island - re: equipment drawings for placement, re: detail 03/SD2.1.
 - 32.17 6" diameter pipe bollard at ATM, 48" tall. Contractor to furnish and install bollard covers at drive thru island - re: equipment drawings for placement, re: detail 03/SD2.1.

SOUTH ELEVATION

E 1/4" = 1'-0"

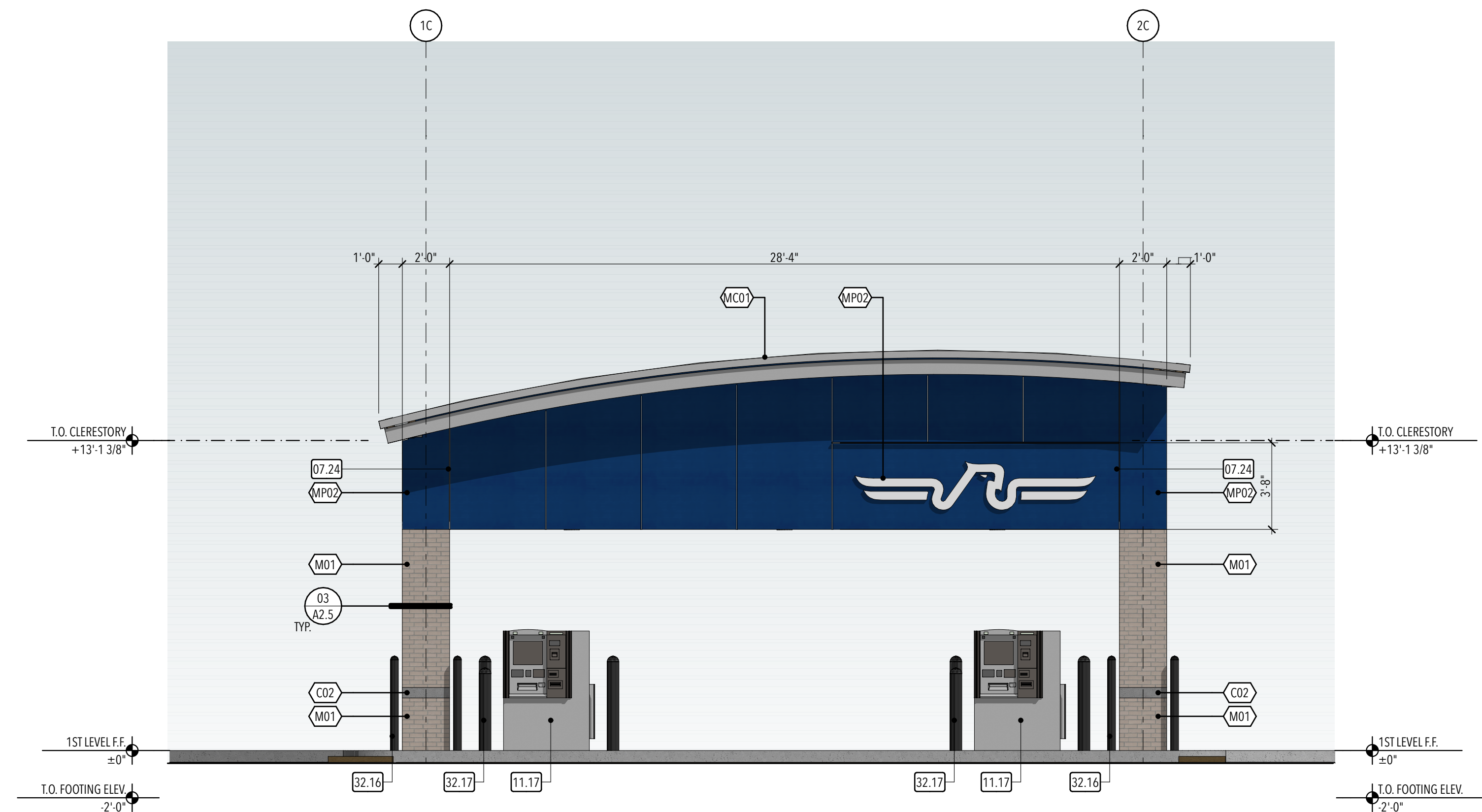
NORTH ELEVATION

F 1/4" = 1'-0"



WEST ELEVATION

G 1/4" = 1'-0"



EAST ELEVATION

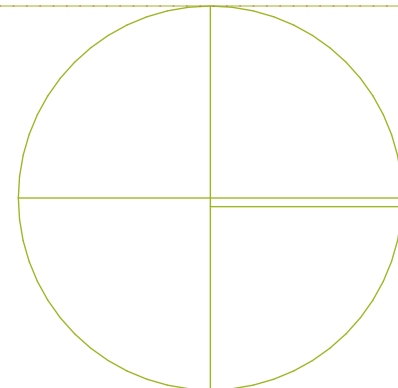
H 1/4" = 1'-0"

STUDIO 333 ARCHITECTS
333 24TH STREET
OGDEN, UT 84401
801.394.3033

AMERICA FIRST FEDERAL CREDIT UNION - EAGLE MOUNTAIN BRANCH
4195 NORTH PONY ROAD, EAGLE MOUNTAIN, UTAH

NO.	DATE	DESCRIPTION

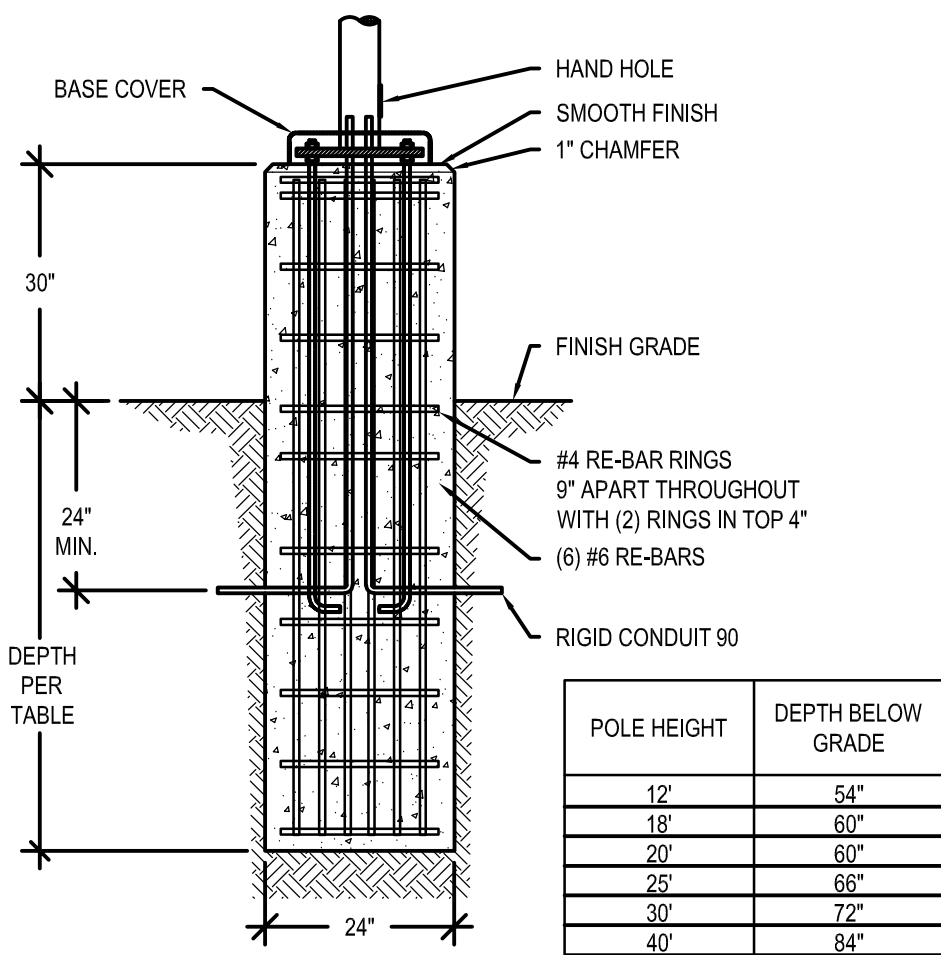
100% CD REVIEW
DATE: 07.07.22
PROJECT NUMBER: 2146



SITE LUMENS			
TYPE	LUMENS	QTY	TOTAL PER TYPE
TYPE S3	5885	6	35,310 LUMENS
TYPE S4	5921	1	5,921 LUMENS
TYPE S5	6071	1	6,071 LUMENS
TYPE H	4000	6	24,000 LUMENS
TYPE J	1300	2	2,600 LUMENS
TYPE K	2777	2	5,554 LUMENS
			79,456 TOTAL LUMENS
ALLOWED LUMENS = 100,000 PER ACRE			
SITE = 1.08 ACRES			
TOTAL ALLOWED SITE LUMENS 108,000 LUMENS			

[illegible]

 PS500020EN page 2
 October 20, 2021 9:34 AM



- NOTES:
1. ANCHOR BOLTS SUPPLIED WITH POLE. INSTALL PER MANUFACTURER'S INSTRUCTIONS
 2. BOND GROUND CONDUCTOR TO POLE.
 3. SEAL CONDUIT TO PREVENT WATER INFILTRATION.
 4. PROVIDE SPARE CONDUIT 36" BEYOND LAST POLE ON CIRCUIT, AND CAP FOR FUTURE EXTENSION.



SITE PHOTOMETRIC PLAN

AFCU - Eagle Mountain

4195 N Pony Express Parkway
Eagle Mountain, Utah

UTA-31861

Tango 29 Cylindrical Downlight

microVos
TECHNOLOGY

LIGMAN
LIGHTING USA



Construction

Aluminum

Less than 0.1% copper content – Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre paint

8 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket

Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management

LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression

Standard 10kv surge suppressor provided with all fixtures.

BUG Rating

B1 - U0 - G1

Finishing

All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint

UV Stabilized 4.9Mil thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Hardware

Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes

Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens

Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED

Precise optic design provides exceptional light control and precise distribution of light. LED CRI > 80

Lumen - Maintenance Life

L80 /B10 at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

Circular or square form technical up & down-light wall range. Completely tailorable wall-mounted direct/indirect optical lighting solutions for perfect task or architectural lighting.

Wall luminaires with a selection of light distributions and LED wattages with downward light distributions. The Tango is unique as it is available with Type II,III & IV light distribution options that facilitates wider spacing and even light distribution between the light fixtures.

Spacings of up to 40' on center, and a 14' mounting height with a 2 fc average can be achieved using the type II optic. This provides higher energy saving and reduced installation costs.

The Tango 31 cylindrical or Tango 32 square up-down versions can be manufactured using different type beam distributions for the up and down optics. Integral electronic control gear. Mounting plate for 3" and 4" junction box is provided with the fixture.

Matching surface mount conduit boxes are available as an option. Custom round pole adapters can be manufactured to suit specific pole diameters for column mounting applications. Please contact the factory for more information.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be selected and luminaire fix mounted (+/- 15° allowable to permit leveling).

Additional Options (Consult Factory For Pricing)



SCDT
Surface Conduit
Decorative Trim

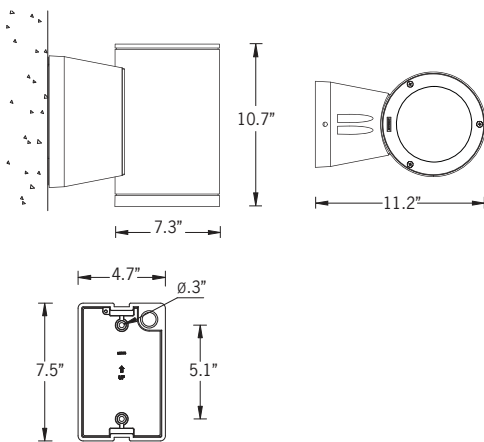


RPA
Round Pole Adapter



ACL
Anti Glare Louvre

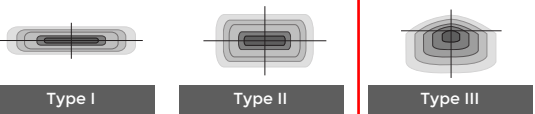
37w,28w,20w LED 2777,2101,1501 Lumens
IP65 • Suitable For Wet Locations
IK08 • Impact Resistant (Vandal Resistant)
Weight 9.7 lbs



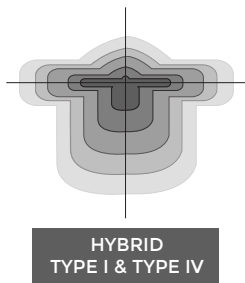
Mounting Detail

microVos
TECHNOLOGY

Ligman's micro Variable Optical System provides the ability to interchange, mix & rotate optics to provide specific light distributions for optimized spacing and uniformity.



The variable optic system allows for the designer to create hybrid distributions for precise lighting requirements.



HYBRID
TYPE I & TYPE IV



UTA-31861

Tango 29 Cylindrical Downlight



PROJECT	AFCU EAGLE MOUNTAIN BRANCH			DATE	
QUANTITY		TYPE	K	NOTE	

ORDERING EXAMPLE || UTA - 31861 - 37w - T2 - W30 - 02 - 120/277v - Options

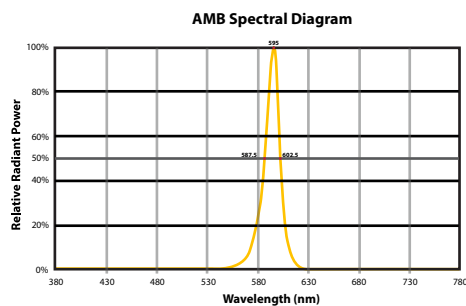
UTA-31861	37W	T3	W30	SCBA	120/277
UTA-31871	LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE
37w LED 2777 Lumens	T1 - Type I Distribution T2 - Type II Distribution T3 - Type III Distribution T4 - Type IV Distribution N - Narrow Beam 12° M - Medium Beam 26° W - Wide Beam 40°	W27 - 2700K W30 - 3000K W35 - 3500K W40 - 4000K	01 - BLACK RAL 9011 02 - DARK GREY RAL 7043 03 - WHITE RAL 9003 04 - METALLIC SILVER RAL 9006 05 - MATTE SILVER RAL 9006 06 - LIGMAN BRONZE 07 - CUSTOM RAL	120/277v Other - Specify	
28w LED 2101 Lumens					
20w LED 1501 Lumens					

EMG			
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ADDITIONAL OPTIONS

- NAT - Natatorium Rated
- SCDT - Surface Conduit Decorative Trim
- DIM - 0-10v Dimming
- F - Frosted Lens
- AGL - Anti Glare Louvre
- EMG - Emergency Battery Pack
- RPA - Round Pole Adapter
- HGT - Custom Height
- AMB - Turtle Friendly Amber LED

CITY OF FLAGSTAFF & TURTLE FRIENDLY COMPLIANT



Narrow-Spectrum Amber LEDs

Peak wavelength between 585 & 595 nanometers and a full width of 50% power no greater than 15 nanometers.

Tango Product Family



Tango 29

- UTA-31861-37w-2777lm - Down
- UTA-31861-29w-2566lm [ASYM] - Down
- UTA-31863-42w-3418lm [ASYM] - Down



Tango 30

- UTA-31871-37w-2777lm - Down
- UTA-31871-29w-2566lm [ASYM] - Down
- UTA-31873-42w-3418lm [ASYM] - Down



Tango 31

- UTA-31881-2x37w-2x2777lm - Up/Down
- UTA-31882-2x29w-2x3521lm [ASYM] - Up/Down
- UTA-31883-2x42w-2x3418lm [ASYM] - Up/Down



Tango 32

- UTA-31891-2x37w-2x3521lm - Up/Down
- UTA-31892-2x39w-2x2566lm [ASYM] - Up/Down
- UTA-31893-2x29w-2x2777lm [ASYM] - Up/Down



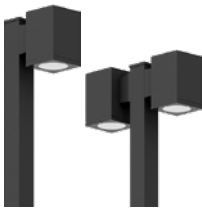
Tango 33

- UTA-80551-37w-2777lm
- UTA-80552-29w-2566lm [ASYM]
- UTA-80553-42w-3418lm [ASYM]



Tango 34

- UTA-80561-37w-2777lm
- UTA-80562-29w-2566lm [ASYM]
- UTA-80563-42w-3418lm [ASYM]



Tango 35

- UTA-20731-37w-2777lm
- UTA-20732-2x37w-2x2777lm



Tango 36

- UTA-20001-38w-4265lm
- UTA-20011-37w-2777lm



Tango 37

- UTA-20021-2x38w-2x4265lm
- UTA-20022-2x37w-2x2777lm

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE
(*LIBRARY FEES*)**

WHEREAS, the City Council of Eagle Mountain City is empowered by law to adopt resolutions establishing fees for municipal services and has established an equitable system of fees for providing municipal services; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend the Library fees; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule except for those fees and charges which are specifically amended or changed in this Resolution.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City as follows:

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

This Resolution shall take effect at 12:01 a.m. on the 16th day of November, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 15th day of November, 2022.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

4. LIBRARY

4.1. | GENERAL FEES

Last Revision: 11/15/2022

Inter-Library Loan Fee \$3.00/item
Non-Resident Fee \$80/family per year or \$40/family for 6 months

4.2. | PROCTORING FEE

Last Revision: 11/15/2022

Non-resident of Eagle Mountain \$10.00

4.3. | DAMAGED OR BROKEN ITEMS

Last Revision: 11/15/2022

Virtual Reality Goggles Damaged/Broken.....\$49.99 or Replacement Cost as Determined by Director
Telescope Damaged/Broken.....\$99.99 or Replacement Cost as Determined by Director
Binoculars Damaged/Broken.....\$59.99 or Replacement Cost as Determined by Director
Outdoor Equipment Damaged/BrokenReplacement Cost as Determined by Director

4. LIBRARY

4.1. | GENERAL FEES

Last Revision: 02/19/2019

Lost/Stolen Library Card Replacement	\$3.00
Inter-Library Loan Fee	\$3.00/item
Non-Resident Fee	\$80/family per year or \$40/family for 6 months
Processing Fee for Lost/Damaged Items	\$5.00/item + Cost Determined by Director
Missing Barcode	\$1.50/occurrence
Missing Radio Frequency Identification (RFID) Tag	\$2.50

4.2. | MEDIA COLLECTION FEES

Last Revision: 02/19/2019

Missing Audio Book CD*	\$7.00/item
*If Library cannot replace a single disk in a book set, patron will be charged the full replacement cost.	

4.3. | PROCTORING FEE

Last Revision: 08/16/2011

Non-resident of Eagle Mountain	\$10.00
--------------------------------------	---------

4.4. | DAMAGED OR BROKEN ITEMS

Last Revision: 05/18/2021

Kindle Fire Replacement	\$70.00
Kindle Fire Missing Leather Case	\$15.00
Kindle Fire Damaged/Missing Sleeve Bag	\$7.00
Kindle Fire Damaged/Missing USB	\$8.00
Kindle Fire Damaged/Missing Power Cord	\$12.00
Kindle Fire Cracked Screen or Broken/Unusable Kindle Fire	Full Replacement Cost
Return of Kindle Fire in Book Drop instead of In Person*	\$10.00
Virtual Reality Goggles Damaged/Broken	\$49.99 or Full Replacement Cost as Determined by Director
Telescope Damaged/Broken	\$99.99 or Full Replacement Cost as Determined by Director
Binoculars Damaged/Broken	\$59.99 or Full Replacement Cost as Determined by Director
Outdoor Equipment Damaged/Broken	Full Replacement Cost as Determined by Director
*Plus any damages that may occur from other items being dropped onto Kindle Fire	



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving The Village at Porters Crossing Plat 3, Amended Plat.		
ITEM TYPE:	Recorded Plat Amendment		
FISCAL IMPACT:			
APPLICANT:	Bryan and Tracy Biddulph		
GENERAL PLAN DESIGNATION Neighborhood Residential Three	CURRENT ZONE Tier III	ACREAGE 0.08	COMMUNITY The Village at Porter's Crossing

PUBLIC HEARING:

Yes

PREPARED BY:

Steven Lehmitz, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, amending The Village at Porters Crossing, Plat 1, Lot 3, thus creating The Village at Porters Crossing Plat 3.

BACKGROUND:

The applicant is requesting to subdivide Lot 3 of The Village at Porters Crossing Plat 1 into four individual lots. Lot 3 currently contains four townhome units, and the newly proposed lots will contain one townhome each. There will be no additional units created and no increase in density.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Recorded Plat Amendment approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a Plat Amendment can be found in EMMC 16.55.040. Upon the planning commission's review and recommendation the City Council shall conduct a public hearing on the proposed plat amendment. If the plat amendment is approved, the City Council shall adopt an ordinance that contains a

finding that the City Council is satisfied that neither the public nor any person will be materially injured by the proposed amendment, and that there is good cause for the amendment.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, after hearing this matter during their scheduled public meeting on November 8, 2022, unanimously voted to recommend approval of the request.

ATTACHMENTS:

[ORD--The Village at Porters Crossing Recorded Plat Amendment](#)

[EXHIBIT--The Village at Porters Crossing Recorded Plat Amendment
Vicinity Map](#)

[The Village at Porters Crossing Plat 1](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE VILLAGE AT PORTERS CROSSING PLAT 3 AMENDED PLAT**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to approve The Village at Porters Crossing Plat 3 Amended Plat, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider the recorded plat amendment for The Village at Porters Crossing Plat 3 Amended Plat, as set forth more specifically in Exhibit A.
2. The City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the amendment.
3. The Village at Porters Crossing Plat 3 Amended Plat is approved, as set forth more specifically in Exhibit A.
4. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 15th day of November, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 15th day of November, 2022.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

THE VILLAGE AT PORTERS CROSSING PLAT 3
AMENDING LOT 3 OF THE VILLAGE AT
PORTERS CROSSING PLAT 1

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF
SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, UTAH COUNTY

ST. ANDREWS DRIVE (8210 N.)
(PUBLIC R-O-W)

GAZELLE RUN (4000 E.)

N90°00'00"E 67.00'
22.00' 15.00' 15.00' 15.00'
1144 sq. ft. 780 sq. ft. 780 sq. ft. 780 sq. ft.
4010 E. 4014 E. 4016 E. 4020 E.
N0°00'00"E 52.00'
22.00' 15.00' 15.00' 15.00'

S0°00'00"E 52.00'

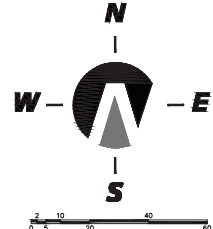
P.O.B.

SUNBURY LANE (8200 N.)

BROKEN
SPOKE LANE
(4030 E.)

CLUBHOUSE
COMMON AREA

EAST 1/4 CORNER
SECTION 20 T. 5 S.,
R. 1 W., SLB&M

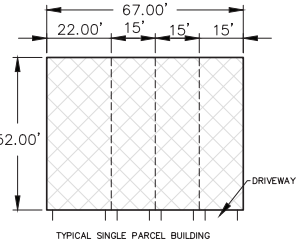


N0°00'00"W 76.48'
N0°00'00"E 108.11'
(BASE OF BEARING)

N0°00'00"W 76.48'

N0°00'00"E 108.11'
N0°00'00"W 76.48'

Northern
ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992



QUESTAR GAS COMPANY
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT
CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO
SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABANDONMENT OR WAIVER OF
ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS
APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY
TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION
AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF
NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S
RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.
APPROVED THIS _____ DAY OF _____, 20____ BY _____
QUESTAR GAS COMPANY
TITLE _____

ROCKY MOUNTAIN POWER
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S)
OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL
THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 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. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS
UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW
ROCKY MOUNTAIN POWER DATE _____
DIRECT COMMUNICATIONS
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 _____

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD
A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS
LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 172762. I FURTHER CERTIFY
THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS
PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND
EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE
WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS,
AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY
EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN
SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS
ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ KENNETH E. BARNEY, P.L.S.
BOUNDARY DESCRIPTION
A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N.00°11'38"E. 1082.11 FEET ALONG
THE SECTION LINE; THENCE N90°00'00"W 764.85 FEET TO THE POINT OF BEGINNING.
THENCE N.90°00'00"W. A DISTANCE OF 67.00 FEET; THENCE N.0°00'00"W. A DISTANCE OF 52.00 FEET;
THENCE N.0°00'00"E. A DISTANCE OF 67.00 FEET; THENCE S.0°00'00"E. A DISTANCE OF 52.00 FEET TO
THE POINT OF BEGINNING.
CONTAINING 3.484 SQ.FT. (0.08 ACRES)

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND THIS
DESCRIBED IN THE SURVEYOR'S 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 HOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 15-8A-607, UTAH
CODE, WITHOUT CONDITION, RESTRICTION AND RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS,
WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN
SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH
TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE UTAH CODE AND AGREEMENT BETWEEN THE
UNDERSIGNED AND EAGLE MOUNTAIN CITY AND THE INHABITANTS THEREOF.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS
DAY OF _____ A.D. 20____, _____ L.G.

BY BRYAN BIDDOLPH

BY TRACY BIDDOLPH

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
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.

NOTARY PUBLIC _____ A NOTARY COMMISSIONED IN UTAH
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
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.

NOTARY PUBLIC _____ A NOTARY COMMISSIONED IN UTAH
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS
SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND
OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF
THE PUBLIC THIS _____ DAY OF _____, 20____.

APPROVED BY MAYOR _____ APPROVED BY CITY ATTORNEY _____
APPROVED BY CITY ENGINEER _____ ATTEST BY CITY RECORDER _____

THE VILLAGE AT PORTERS
CROSSING PLAT 3
AMENDING LOT 3 OF THE VILLAGE AT
PORTERS CROSSING PLAT 1

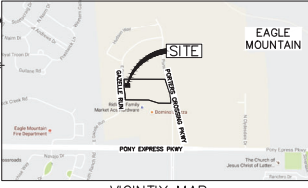
A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
UTAH COUNTY

EAGLE MOUNTAIN _____ UTAH COUNTY, UTAH
SCALE: 1" = 40 FEET
SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL

- NOTES:
1. AMENDING LOT 3 OF THE VILLAGE AT PORTERS CROSSING PLAT 1 IS
SUBJECT TO ALL ORIGINAL CONDITIONS AND STANDARDS OF EAGLE
MOUNTAIN CITY APPROVED AND HOA/CCR'S APPLICABLE TO VILLAGE
AT PORTERS CROSSING PLAT 1.
 2. COMMON SPACE TO BE OWNED BY THE PLATTED OWNERS AND
MAINTAINED BY THE HOA.
 3. ALL FEES FOR CITY SERVICES WILL BE BILLED TO THE HOA. FAILURE
TO PAY MAY RESULT IN WATER OR SERVICED BEING DISCONTINUED
FROM AN ENTIRE BUILDING LIST.

LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- SET 1/2" IRON PIN
- CALCULATED POINT, NOT SET
- NO PARKING EXCEPT IN DESIGNATED AREA SIGN
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- EXISTING DEED LINE
- ADDRESS
- PRIVATE AREA



The Village at Porters Crossing Plat Amendment

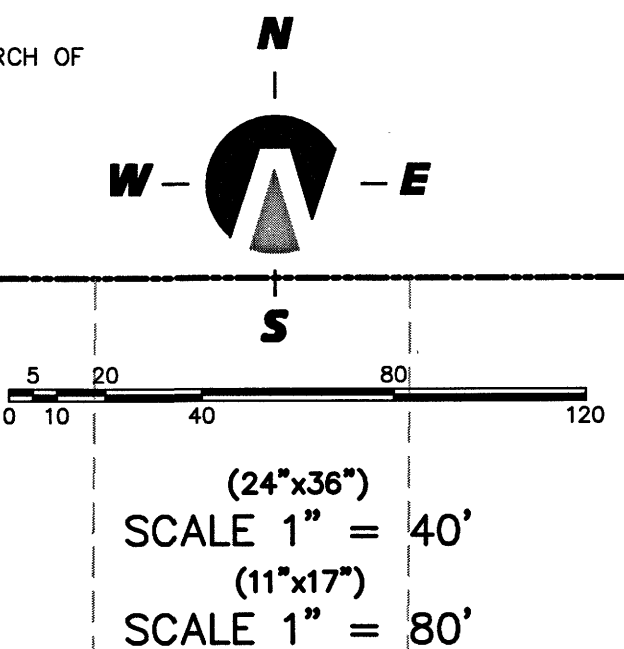
Vicinity Map



THE VILLAGE AT PORTERS CROSSING PLAT 1

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY

CORP OF PRES BISHOP OF CHURCH OF JESUS CHRIST OF LDS
49:774:0004



TOWNHOUSE AREA	
TOTAL ACRES	6.13 ACRES
BUILDABLE ACRES	1.67 ACRES
TOTAL UNITS	94
TOTAL IMPROVED OPEN SPACE	2.71 ACRES
TOTAL IMPERVIOUS AREA	1.61 ACRES
P.C. OVERALL DENSITY	15.33

LINE	LENGTH	DIRECTION
L1	8.19'	S89°32'51"E
L2	18.00'	N0°27'09"E
L3	11.81'	N0°17'40"E
L4	10.75'	N0°17'40"E
L5	9.23'	S0°27'09"W
L6	22.52'	S89°37'41"E
L7	5.54'	S0°00'00"E
L8	15.12'	S0°00'00"E
L9	17.50'	N0°00'00"E
L10	15.50'	N0°00'00"E
L11	12.50'	N0°00'00"E
L12	9.00'	N0°00'00"E
L16	17.50'	S0°00'00"E
L18	17.50'	N0°00'00"E
L19	17.50'	S0°00'00"E
L20	1.25'	N90°00'00"W
L21	1.33'	N90°00'00"W
L22	13.58'	N90°00'00"W

LINE	LENGTH	DIRECTION
L23	13.45'	N90°00'00"W
L24	12.50'	N90°00'00"E
L25	12.00'	N90°00'00"E
L26	20.61'	S0°00'00"E
L27	30.00'	N89°34'11"W
L28	20.50'	N0°00'00"E
L29	0.87'	N90°00'00"E
L30	17.00'	S90°00'00"W
L31	10.00'	N89°34'11"W
L32	0.94'	N0°00'00"E
L33	14.16'	N90°00'00"E
L34	12.37'	S89°46'07"W
L35	13.50'	N90°00'00"E
L36	13.50'	N90°00'00"E
L37	13.00'	S0°00'00"E
L38	13.00'	N0°00'00"E
L39	50.43'	N74°42'22"E
L40	28.58'	S48°54'03"E

LINE	LENGTH	DIRECTION
L41	21.40'	N57°13'21"W
L42	42.73'	N64°17'33"E
L43	116.09'	S87°47'47"E

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	105.78'	525.50'	105.60'	N5°19'33"W	11°31'59"
C2	95.51'	474.50'	95.35'	N5°19'33"W	11°31'59"
C3	186.60'	561.50'	185.74'	S8°04'46"E	19°02'26"
C4	17.63'	15.00'	16.84'	N56°18'51"W	67°21'29"
C5	23.44'	15.00'	21.13'	S45°13'37"W	89°32'49"
C15	3.14'	1.50'	2.60'	S59°55'31"E	119°51'02"
C16	15.22'	14.50'	14.53'	N30°04'29"E	60°08'58"
C17	19.11'	14.50'	17.76'	N37°45'41"W	75°31'21"
C18	4.56'	2.50'	3.95'	S52°14'20"W	104°28'39"
C19	3.86'	2.50'	3.49'	N44°13'57"W	88°27'55"
C20	5.40'	3.50'	4.88'	N44°13'57"W	88°27'55"
C21	13.62'	14.78'	13.14'	N63°18'12"E	52°47'14"
C22	7.82'	3.55'	6.33'	N26°53'28"W	126°13'04"
C23	3.14'	2.00'	2.83'	N45°00'00"E	90°00'00"
C24	4.05'	15.00'	4.03'	N74°43'46"W	15°27'33"
C25	4.05'	15.00'	4.04'	S74°44'11"W	15°28'23"
C26	3.14'	2.00'	2.83'	S45°00'00"E	90°00'00"

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C27	5.12'	2.50'	4.27'	S31°21'10"W	117°17'40"
C28	15.87'	14.50'	15.09'	S58°38'50"E	62°42'20"
C29	22.78'	14.50'	20.51'	N44°59'59"E	89°59'57"
C30	52.46'	28.00'	45.11'	N53°40'08"E	107°20'17"
C31	35.51'	28.00'	33.18'	S36°19'52"E	72°39'43"
C32	3.93'	2.50'	3.54'	N45°00'00"W	90°00'00"
C33	22.78'	14.50'	20.51'	N45°00'00"W	90°00'00"
C34	3.93'	2.50'	3.54'	S45°00'00"W	90°00'00"
C36	22.78'	14.50'	20.51'	S45°00'00"W	90°00'00"
C37	22.37'	14.50'	20.21'	N44°11'26"W	88°22'47"
C38	4.00'	2.50'	3.59'	S45°48'36"W	91°37'13"
C39	7.85'	5.00'	7.07'	N45°00'00"W	90°00'00"
C40	7.85'	5.00'	7.07'	S44°59'59"W	90°00'00"
C41	4.00'	2.50'	3.59'	N45°48'36"W	91°37'13"
C42	22.44'	14.55'	20.28'	S44°21'28"W	88°22'47"
C43	39.27'	25.00'	35.36'	N45°00'00"E	90°00'00"

SURVEYOR'S CERTIFICATE

I, KIM WAYNE LUNDEBERG, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 354577. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, TOWNSHIPS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-66-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

05-02-17
DATE

KIM WAYNE LUNDEBERG, P.L.S.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N.00°11'38"E. 808.07 FEET ALONG THE SECTION LINE; THENCE N90°00'00"W 74.33 FEET TO THE REAL POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF PORTER CROSSING PARKWAY

THENCE N.89°33'34"W. A DISTANCE OF 203.50 FEET; THENCE N.72°39'57"W. A DISTANCE OF 174.35 FEET; THENCE N.89°33'34"W. A DISTANCE OF 389.83 FEET TO THE EAST RIGHT OF WAY LINE OF GAZELLE RUN; THENCE ALONG SAID RIGHT OF WAY N.00°26'28"E. A DISTANCE OF 36.24 FEET TO THE POINT OF CURVATURE OF A 525.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 105.78 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°31'59" AND A CHORD THAT BEARS N.05°19'33"W. A DISTANCE OF 105.60 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF CURVATURE OF A 474.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 95.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°31'59" AND A CHORD THAT BEARS N.05°19'33"W. A DISTANCE OF 95.35 FEET ALONG SAID RIGHT OF WAY; THENCE N.00°26'28"E. A DISTANCE OF 107.25 FEET ALONG SAID RIGHT OF WAY; THENCE S.89°59'35"E. A DISTANCE OF 680.33 FEET TO THE WEST RIGHT OF WAY OF PORTERS CROSSING PARKWAY; THENCE ALONG SAID RIGHT OF WAY S.18°35'59"E. A DISTANCE OF 212.48 FEET TO THE POINT OF CURVATURE OF A 561.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 186.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19°02'26" AND A CHORD THAT BEARS S.09°04'46"E. A DISTANCE OF 185.74 FEET ALONG SAID RIGHT OF WAY; THENCE S.00°26'28"W. A DISTANCE OF 15.20 FEET ALONG SAID RIGHT OF WAY TO THE REAL POINT OF BEGINNING.

CONTAINING 267,023 SQ.FT. (6.13 ACRES)

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND THIS DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, PLOTS, 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 AND RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC 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 AND THE INHABITANTS THEREOF.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 12th DAY OF May, A.D. 2017.

BY: Michael C. Miller, Manager
PONY EXPRESS LAND DEVELOPMENT INC.
PONY EXPRESS LAND DEVELOPMENT INC.
58:034:0534

BY: Ronald Kadish of First Western Capital Company, L.L.C.
Ronald Kadish
First Western Capital Company, L.L.C.

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THE 12th DAY OF May, 2017, 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.

NOTARY PUBLIC: Karen Weeks
NOTARY FULL NAME: Karen Weeks
COMMISSION NUMBER: 684011 MY COMMISSION EXPIRES: 8-1-2019

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THE 12th DAY OF May, 2017, 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.

NOTARY PUBLIC: Rachel Pike
NOTARY FULL NAME: Rachel Pike
COMMISSION NUMBER: 682637 MY COMMISSION EXPIRES: 04/18/2019

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

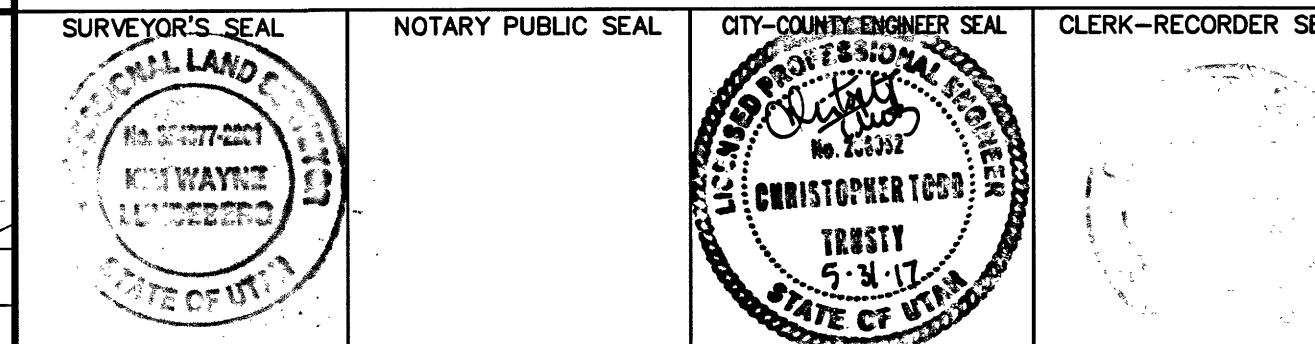
ON THE 12th DAY OF May, 2017, PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

NOTARY PUBLIC: Karen Weeks
NOTARY FULL NAME: Karen Weeks
COMMISSION NUMBER: 684011 MY COMMISSION EXPIRES: 8-1-2019

THE VILLAGE AT PORTERS CROSSING PLAT 1

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY

EAGLE MOUNTAIN UTAH COUNTY, UTAH
SCALE: 1" = 40 FEET



ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 31st DAY OF May, 2017.

APPROVED BY MAYOR: [Signature]
APPROVED BY CITY ENGINEER: [Signature]
ATTEST BY CITY RECORDER: [Signature]

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
DIRECT COMMUNICATIONS

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

SOUTHEAST CORNER SECTION 20
T. 5 S., R. 1 W., SL&M

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.

DATE: 5-15-17
All fees for city services will be billed to the HOA. Failure to pay may result in water service being discontinued for an entire building/lot.

1. PURSUANT TO UTAH CODE ANN § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT AS DESCRIBED TO UTAH CODE ANN § 17-27A-603(4)(C)(II) 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

- (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW
- DATE: 5/12/17
ROCKY MOUNTAIN POWER

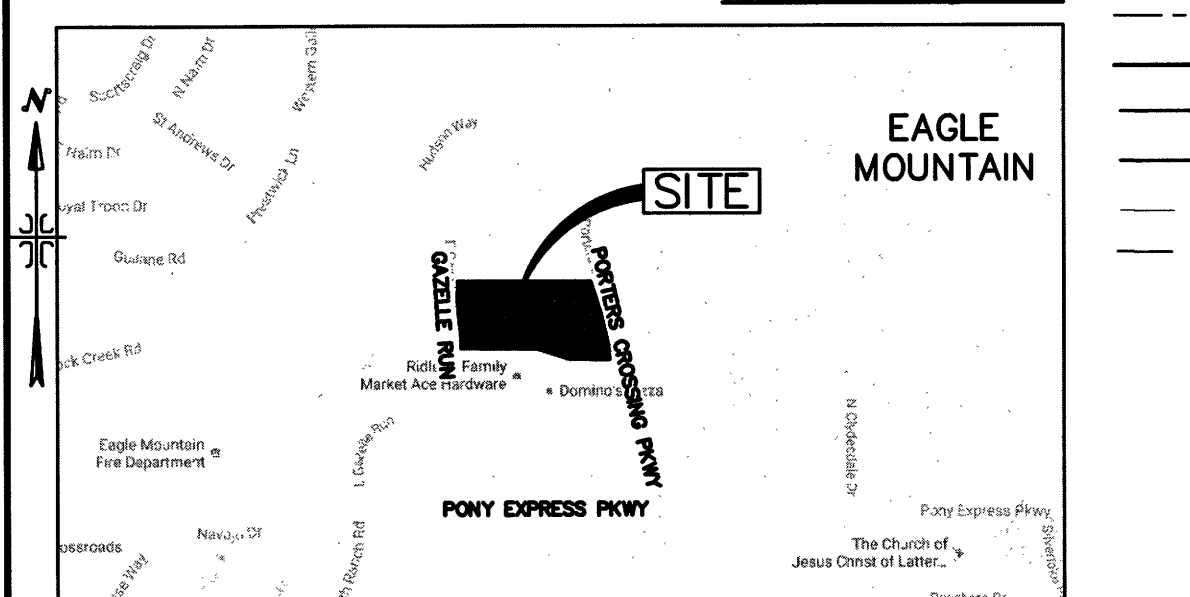
LEGEND

- FOUND BRASS CAP
SET 5/8" IRON PIN
SET 1/2" IRON PIN
CALCULATED POINT,
NOT SET
NO PARKING EXCEPT IN
DESIGNATED AREA SIGN
PROPERTY BOUNDARY
CENTERLINE
RIGHT-OF-WAY LINE
LOT LINE
SECTION LINE
EASEMENT
EXISTING DEED LINE
ADDRESS

- PRIVATE AREA
LIMITED COMMON AREA
PRIVATE STREET-PUE
AND EAGLE MOUNTAIN EASEMENT
COMMON AREA AND P.U.E.
ROADWAY DEDICATION TO EAGLE MOUNTAIN CITY (PUBLIC R.O.W.)
PUBLIC/PEDESTRIAN ACCESS
PARKING EASEMENT

QUESTAR GAS COMPANY
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE AGRATION OR WAIVER OF ANY OTHER EXISTING 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 OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS 15th DAY OF May, 2017, BY: [Signature]
QUESTAR GAS COMPANY
TITLE: [Signature]



VICINITY MAP

K:\3-16-046-00 Porters\CAD\Final Plat\FINAL PLAT 1.dwg 5/2/2017 7:21 AM



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	Removal of a public recreation facility as part of the project, to which the City would have contributed significant funding.		
APPLICANT:	SK Hart (Khosrow Semnani)		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY Porter's Crossing Town Center (in The Ranches)

PUBLIC HEARING:

Yes

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford, Assistant City Administrator & Community Development Director

RECOMMENDATION:

You may approve or deny the proposed applications, or you may table the applications to return at a future meeting with recommended changes.

The following applications require motions:

- General Plan Amendment
 - If a recommendation of approval, the Council may make the following motion: I move to approve an ordinance of Eagle Mountain City approving the proposed General Plan Amendment (*as proposed or with changes*).
- Rezone
 - If a recommendation of approval, the Council may make the following motion: I move to approve an ordinance of Eagle Mountain City approving the proposed Rezone (*as proposed or with changes*).
- Master Development Plan 3rd Amendment
 - If a recommendation of approval, the Council may make the following motion: I move to approve an ordinance of Eagle Mountain City approving the proposed 3rd

Amendment to the Porter's Crossing Town Center Master Development Plan (*as proposed or with changes*).

BACKGROUND:

The existing Porter's Crossing Town Center MDP & MDA (2016) included the contemplation of a recreation center, senior housing, an institutional use, commercial use, and apartments (in addition to the areas already developed for commercial and residential uses). Some of these approved uses are no longer contemplated or desired in this project by the applicant, and the applicant has additional ideas for the project, so they are now proposing amendments to the MDP and MDA. They have also responded to the many requests by the City and have added commercial property to the front of their project where there were previously 180 apartments. This application was reviewed by the Planning Commission on August 23 and September 13, and was ultimately given a recommendation of approval () to the City Council. The applicant is also requesting a General Plan Amendment and a Rezone of the northwestern areas of their project in order to accommodate the desired uses. An applicant-proposed amended and restated master development agreement for this project is the next item on this agenda.

ITEMS FOR CONSIDERATION:

The proposed amendments relate specifically to the Development Pods referred to in the approved MDP as #1, 2, 9a, 9b, 10, and 15.

The current MDP and MDA allows for the following land uses in those areas:

- Pod 1 - 4.9 acres of Commercial Retail
- Pod 2 - 11.6 acres to be developed for commercial, residential, or mixed use, with no more than 180 apartment units.
Although not required, developer agreed to use commercially reasonable efforts to include commercial use in Pod 2.
- Pod 9a - To be dedicated to the City for development of a regional trail and public recreational facility, and related parking and improvements
- Pod 9b - Senior housing, assisted living housing, or commercial or institutional uses. The Senior Housing was allowed up to five (5) stories in height, and isn't required to

have any improved park space, but was required to include amenities based on the number of senior housing units. The developer had anticipated the development of up to 150 senior housing units.

- Pod 10 - 5 acres of "civic" space to be developed for commercial or institutional uses.
- Pod 15 - 4 acres of Community open space (utility corridor open areas). This area was anticipated, in the MDA, to be developed for RV storage.

The Proposed Amended Master Plan includes the following:

- Pods 1 & 2 - Commercial development, including retail, office, and possible hotel
- Pods 9a & 9b - 156 apartments (3-story apartment buildings, 12 units per building) and 29 townhomes (with 2-car garages), as well as a pool, clubhouse, parking, and landscape improvements
- Pod 10 - 33 townhomes (1-car garages), parking, and a playground
- Pod 15 - open space and commercial neighborhood for future RV storage or nursery
- A road (24 feet wide) from St. Andrews Drive to the northern portion of the property, providing access to the RMP substation and a second access to the project (in addition to Porter's Crossing)

Master Development Plan

EMMC 16.10.030 defines the General Considerations to apply to all proposed Master Developments:

- A. Zoning Districts. A master development proposal is a rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for all land within the master development. An application for a master development shall be processed as an application for a rezone request pursuant to Chapter 17.90 EMMC.

A. *The existing MDP includes "zoning designations" which do not necessarily match the zoning districts in our code, but designate land use. The current application now proposes a rezone to the MF1, MF2, OS-I, and CN (Commercial Neighborhood) zones. See the attached exhibits for details.*

- B. General Plan Amendments. If the proposed zoning, land uses,

and/or major roads in the master development do not comply with the current future land use and transportation corridors map, the application shall be processed as an application for a future land use and transportation corridors map amendment.

- A. *The current Future Land Use Map shows the area for Pods 9a, 9b and 10 as Neighborhood Residential One. The applicant is proposing amendments to the Future Land Use Map in that area, including Neighborhood Residential 2, Neighborhood Residential 3, and Parks and Open Space. See the attached exhibits for details.*

The Criteria for the approval of MDPs are defined in 16.10.070 of the Eagle Mountain Municipal Code. The project's compliance with these standards is discussed below:

- A. General Criteria: There are no known slopes within the development greater than 25% and there are no known natural hazards present on the property. There is a small natural wash on the northwest portion of the property that leads to a large detention basin. The basin is being preserved. A small road and an asphalt trail are proposed to cross the wash. Major utility corridors cross through the project, including Rocky Mountain Power facilities and the Kern River Gas high pressure gas line.
- B. Criteria related to Infrastructure: The applicant submitted an updated traffic study for the project. The study indicates that the trip generation for the peak hours in Pods 9a, 9b, and 10 were lower with this new proposal than the existing plan (going from a charter school, assisted living facility, and a recreation center to townhomes and apartments), but the traffic from the proposed uses was included in the background data. The study focused on the proposed commercial project in Pods 1 and 2, anticipating the following land uses (96 MF units, 16,000 sq ft of fast food w/ drive-thru, 18,000 sq ft of high turnover restaurant, 2,400 sq ft of coffee shop w/ drive-thru, and 66,000 sq ft of commercial/retail). The "Plus Project" recommendations from Hales Engineering include:
- 2022 Plus Project:
 - Porter's Crossing / Pony Express Parkway. Install dual southbound left-turn lanes.
 - 2027 Plus Project:
 - Porter's Crossing / Pony Express Parkway. Install southbound right-turn pocket; install westbound

right-turn pocket.

- SE Ridley's Access / Porter's Crossing. Stripe northbound left-turn pocket.
- SW Project Access / Pony Express Parkway. Restrict to right-in/right-out turning movements only.

○ Recommended deceleration (ingress) lanes:

- Southeast Project Access / Pony Express Parkway: Westbound right-turn and eastbound left-turn (a two-way left-turn lane already exists).
- Southwest Project Access / Pony Express Parkway: Westbound right-turn

A. Criteria related to Compatibility:

- North. A Rocky Mountain Power substation sits to the north of Pod 9a and 9b, along with vacant land. A vacant City-owned parcel sits to the north of Pod 10. The Dublin Farms townhomes, along with a city park, sit to the north of the Commercial Pod 2.
- South. Parkside and New Park single-family neighborhoods sit to the south of Pods 9a and 9b. Pony Express Parkway sits to the south of Pods 1 and 2.
- West. The Eagle's Gate single-family neighborhood sits to the west of Pods 10 and 15. Porter's Crossing road sits to the west of Pod 2, along with the Riddleys shopping center.
- East. The New Park single-family development sits to the east of Pod 9b. The Pony Express Townhomes sit to the east of Pod 2, along with a public road stub in the northeast corner.
- Lot Size & Zone Transitioning. The lots to the south of Pod 9a, in the Parkside neighborhood, are approximately 6,000 sq ft in size. While not technically in the RC Zone, the average lot size in the RC Zone is 6,000 sq ft. The MF1 zone (the proposed orange townhomes) is an appropriate transition from the RC Zone according to EMMC 17.60.150 and 160. The lots immediately adjacent to Pod 10, to the west (Eagles Gate), are approximately 6,600 sq ft in size. These also would fit into the RC Zone standards, and townhomes would be an appropriate transition from the RC Zone. The lots to the south and east of Pod 9b (New Park) are approximately 7,000 sq ft, with a couple larger lots. If considered as

part of the larger neighborhood in that area, it would fit into the RC Zone standards; however, if taken separately, it could possibly be considered an R3 zone, except that it wouldn't meet the average lot size standard of 8,500 square feet. The applicant has placed open space, parking, and townhomes adjacent to this neighborhood.

- Buffering. EMMC Table 17.60.170b requires multi-family development to construct a fence or wall that is compliant with EMMC 17.60.110. This fence/wall should be improved along the adjacent single-family homes to the south, east, and west of the proposed residential units and to the north and east of the commercial property (Pod 2).
- General Plan Compatibility. The proposed plan is not currently consistent with the City's Future Land Use Map and requires an amendment to that map (included in this proposal).

B. Criteria related to Design:

- A. Open Space & Trails. The proposal includes a 10-foot wide asphalt trail that runs north-south through the utility corridor, with additional trails that wrap around and through the middle of the new residential area. Per 17.25.040 MF1 and MF2 developments require 1,000 square feet of improved open space per 3-bedroom unit and 750 square feet of improved open space per 1 or 2-bedroom unit. If all of the proposed 218 units are 3-bedroom units, then this project requires 5 acres of improved open space and 500 amenity points. A portion of the required open space and/or amenities may be proposed as a fee-in-lieu, which the City can use in the Smith Ranch park on the south side of Pony Express Parkway, within the project, or to make community improvements in an area that benefits the future residents of this project. This proposal doesn't provide details for compliance with this requirement. Detailed park plans should be evaluated at the master site plan, site plan, and preliminary plat stages.

- A. Pool & Clubhouse. 218 residential units require a clubhouse of at least 1,635 square feet (7.5 sq ft per unit). A pool of at least 1,000 square feet is also required.

- B. Pod 2 and Dublin Farms Park. Pod 2 should be designed

to provide good access and visibility to the public park to the north of Pod 2.

C. Additional Items to Consider:

- A. Utility Corridor. A letter received from Rocky Mountain Power (Delynn Rodeback, Sr. Property Agent) states that they received a request from SK Hart management to encroach on a Rocky Mountain Power transmission easement and they are reviewing their plans and working with them on stipulations that will allow approval of their request. The applicant has modified their plans in response to concerns expressed by RMP and Kern River Gas.
- B. Commercial Development. Converting Pod 2 to commercial uses is exactly what the City has been requesting for years with this project, and will bring increased sales tax and property tax revenue to the City, in addition to the quality of life benefits to the residents (access to food services, retail shops, medical offices, etc.) and business growth opportunities. The sooner this area develops the better, as we are losing commercial leasing opportunities to our neighboring city.
- C. Rezoning. The decision to rezone the northern properties to allow for the medium and higher density housing is a legislative decision, and the Commission and City Council can use a variety of criteria when making a determination, including but not limited to compatibility, safety, traffic, neighborhood impact, fiscal responsibility, etc.
- D. Concept Plan. This is a master development plan and rezone and an approval can be simplified to the zoning (CN, MF1, MF2, OS-I) and some general criteria for the property (maximum unit count, parks and open space, transitions and buffers, trails, etc.). The proposed master plan includes a fairly detailed concept site layout, which can be included as a concept plan, if the Commission and Council desire.
- E. Road Connections. The project is providing future connections to the north (by the electrical substation) and the northwest (along the City's parcel) and to St. Andrews Drive. The project is also connecting to the public road stub to the east of Pod 2, although it is shown as a private drive connection. The applicant's concept

plans show a road ROW of 53' for the planned road connecting St. Andrews Drive with the northern project boundary, with 28' of asphalt and an 8-foot asphalt trail on one side (as the regional trail). This is conceptual, but we recommend that the trail be at least 10 feet wide in this area to comply with UDOT standards.

- F. Parking. While the parking appears to be spread throughout the development, with a majority of the parking stalls located in the large utility corridor, the parking will be evaluated at the master site plan and site plan stages.

Existing Master Development Agreement

The existing master development agreement, approved in 2016, contains the following requirements related to this proposal:

- Pod 9a
 - Pod 9a was to be dedicated to the City for development of a regional trail and public recreational facility with related parking and improvements. The City was going to reimburse the Developer \$600,000 for the recreational facility parcel. Developer was going to contribute \$2,600,000 to the construction of the recreational facility, to be reimbursed over time by the City with impact fees or other sources. Since the City did not request the contribution, in writing, by January 1, 2020, the contribution was not made.
 - Since the City failed to obtain the funding to construct the recreational facility by January 1, 2021, the City should have notified the Developer that it does not intend to construct the recreational facility. Pod 9a was then to be automatically zoned either as Residential (with densities not to exceed the density in Pod 6b), or as Commercial or Institutional use. Any alternative zoning included the requirement of at least a 1-acre park. It is the City Attorney's opinion that, since the City failed to obtain the funding for the recreational facility by January 1, 2021, Pod 9a is automatically rezoned to any of the three zones (residential, commercial, or institutional).
- Pod 9b
 - Pod 9b was to be developed for either Senior Housing, Assisted Living Housing, or Commercial or Institutional Uses. Senior housing or assisted living housing buildings

were not to exceed five stories in height and must have included off-street parking according to code. They weren't required to have any improved park space, but were required to provide amenities based on the number of senior housing units. No number of units was specified in the agreement.

- Pod 10
 - Pod 10 was to be developed for commercial or institutional uses, and was not required to have any parks, trails, open space, or amenities. Developer acknowledged that a portion of Pod 10 may be encumbered by easements and may be undevelopable due to those easements.
- Pod 15
 - The MDA states that Developer desires to utilize Pod 15 for RV Storage. The City was concerned about the impact on neighboring properties, and Developer believed that it can be designed to mitigate or eliminate such impacts.
- Pod 2
 - Pod 2 was approved for commercial, residential, or mixed use, with a maximum of 180 residential units (anticipated as apartments). No commercial uses were required as a condition of developing the apartments, but the Developer acknowledged that the City would prefer that Developer includes commercial development in Pod 2, and Developer agreed to use commercially reasonable effort to include commercial uses in Pod 2. A concept plan with a central plaza area was included with the MDA.
- Density
 - Section 4A of the agreement said that the Developer acknowledged that the maximum density is a ceiling, and factors such as parcel configurations, residential product specifications, or building code requirements may limit the Developer's ability to build up to the maximum density in any given pod.
- In-Lieu Fee for Park and Open Space Improvements
 - The Developer was planning to use some of the required park and open space improvements for Pods 2, 4, 6a, and 6b on the recreation facility, and so a fee-in-lieu contribution was required to be paid to the City totaling

\$697,496.00. The Developer paid this fee to the City in December 2018.

- In-Lieu Fee for Pool and Clubhouse Improvements
 - The developer of Pod 4 (Dublin Farms) chose to build a clubhouse and wasn't required by code to construct a pool based on the number of units in the development, so this section of the MDA doesn't apply to Pod 4.

REQUIRED FINDINGS:

General plan amendments and rezones are legislative decisions and are considered valid if reasonably debatable and not illegal. The criteria for a rezone approval can be found in EMMC 17.90.060. Master development plan approvals are based upon compliance with City Code requirements found in EMMC 16.10.070.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission has reviewed this plan several times and provided feedback to the applicant. On September 13 the Planning Commission held a public hearing for these applications. There were no comments in the public hearing other than those by the applicant. The Commission ultimately recommended approval (5-0) of the three applications to the City Council as presented in the Zoning Summary 3rd Amendment with the condition that the uses in the utility corridor (Pod 15) shall be restricted to nursery or RV storage.

ATTACHMENTS:

[ORD--Porter's Crossing Town Center General Plan Amendment, Rezone, and Amended Master Development Plan](#)

[EXHIBITS--Porter's Crossing Town Center](#)

[Traffic Impact Study](#)

[Conceptual Land Use Plans](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE FUTURE LAND USE MAP OF THE GENERAL PLAN,
REZONING CERTAIN LANDS KNOWN AS PORTER'S CROSSING TOWN CENTER,
AND APPROVING THE FOURTH AMENDMENT TO THE PORTER'S CROSSING
TOWN CENTER MASTER DEVELOPMENT PLAN**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Future Land Use Map of the General Plan, rezone certain lands known as Porter's Crossing Town Center, and approve the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the amendment to the Future Land Use Map of the General Plan, the rezone of certain lands known as Porter's Crossing Town Center, and approve the Fourth Amendment to the Porter's Crossing Town Center, as set forth in Exhibit A.
2. The Future Land Use Map of the General Plan is hereby amended as set forth more specifically in Exhibit A.
3. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
4. The Fourth Amendment to the Porter's Crossing Town Center Master Development Plan is hereby approved, as set forth more specifically in Exhibit A.
5. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 15th day of November, 2022.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 15th day of November, 2022.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

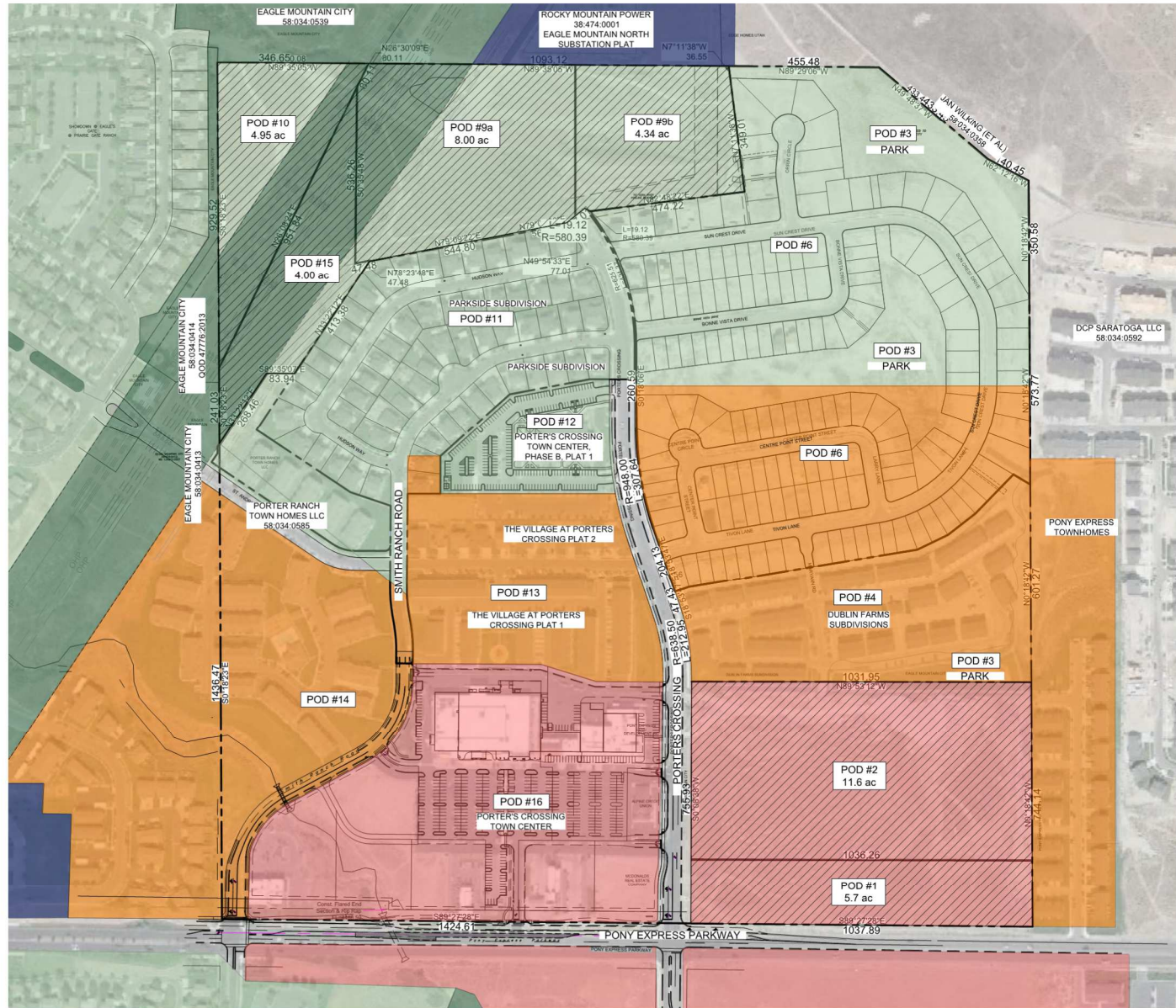
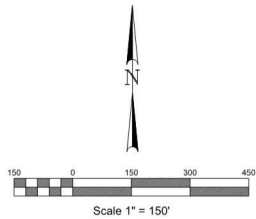
Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

EXISTING EAGLE MOUNTAIN CITY FUTURE LAND USE MAP

LAND-USE DESIGNATIONS	
	NEIGHBORHOOD RESIDENTIAL 2
	CIVIC USES AND SCHOOL
	PARKS AND OPEN SPACE
	COMMERCIAL COMMUNITY
	NEIGHBORHOOD RESIDENTIAL 1
	SUBJECT PROPERTY



**PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT**

**PROPERTY INCLUDED IN
PODS 1, 2, 9A, 9B, 10 AND 15**

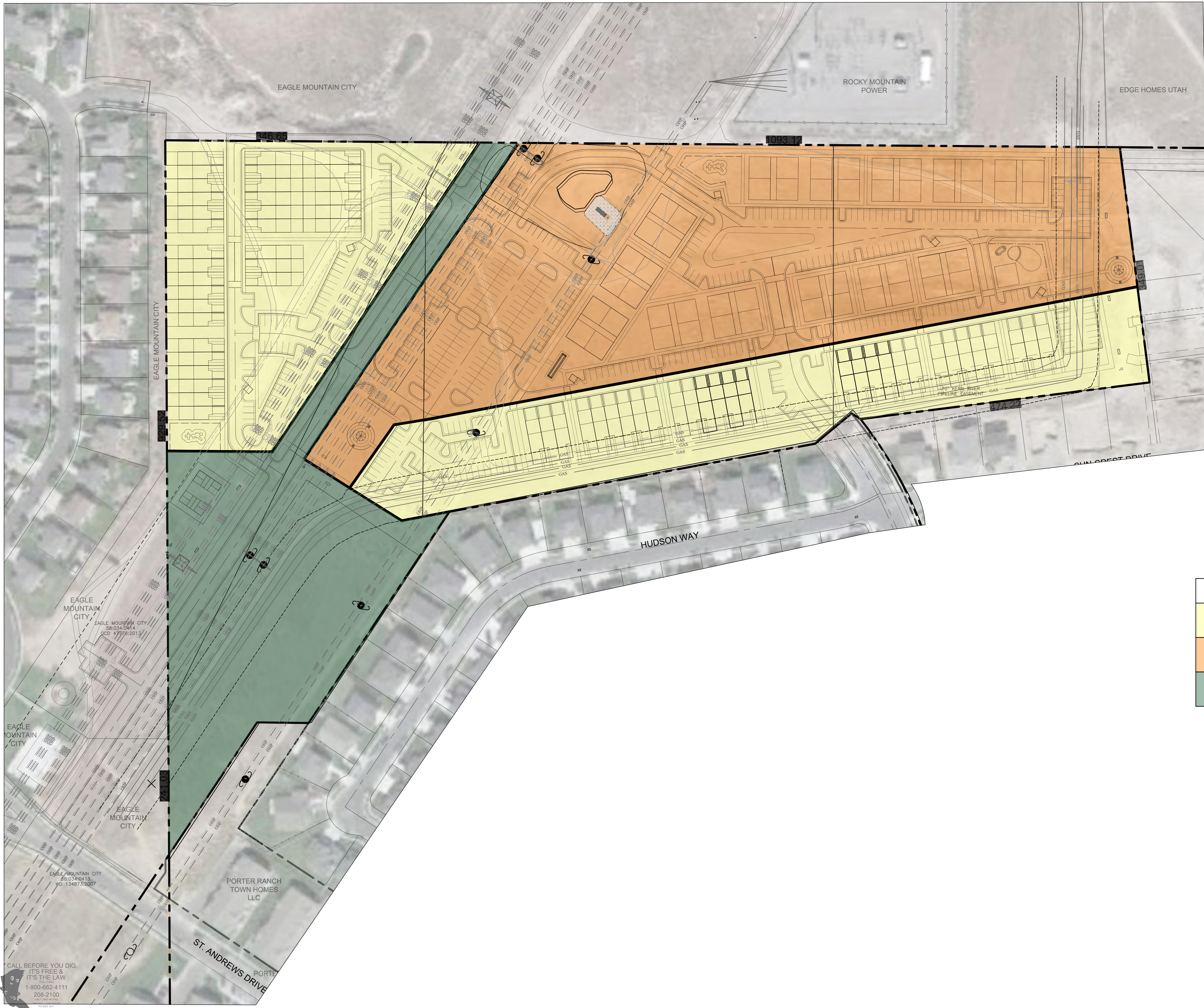
231 West 800 South, Salt Lake City, Utah 84101
Ward Engineering Group
 Planning Engineering Surveying
 PH: 801-487-1040

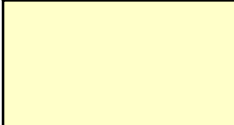
CLIENT: SK HART MANAGEMENT
 DWG: EXISTING AMENDED EXHIBITS DWG
 JOB NO.: 202 JAMES CORSETT
 DATE: 10/25/2022

DRAWN BY: KP
 DESIGNED BY: SNT
 CHECKED BY: SNT
 DATE: 10/25/2022

REVISIONS

SHEET
EX-01B



LAND USE DESIGNATION	
	NEIGHBORHOOD RESIDENTIAL 2 NR2
	NEIGHBORHOOD RESIDENTIAL 3 NR3
	PARKS AND OPEN SPACE

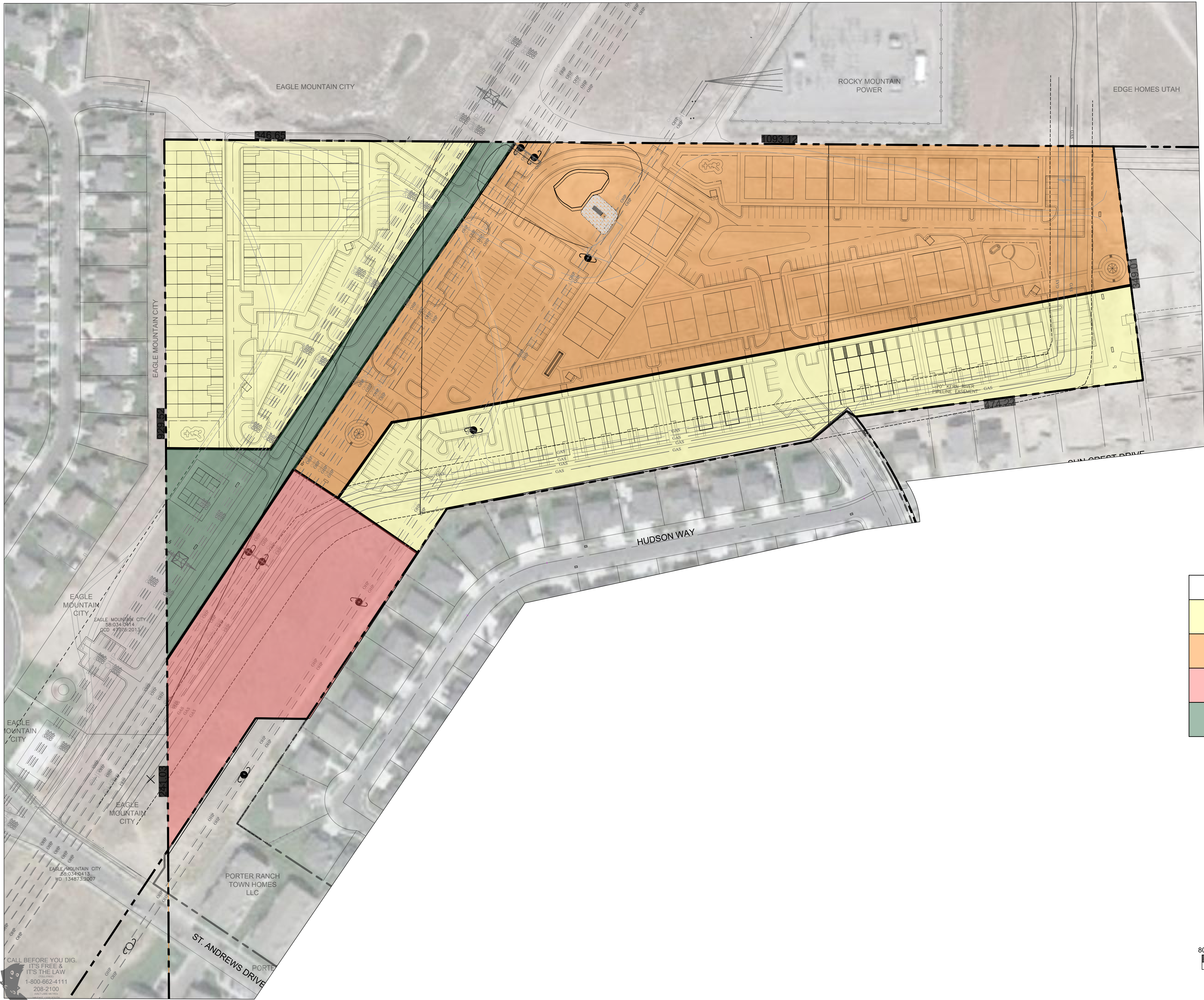
PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
PROPOSED FUTURE LAND USE PLAN

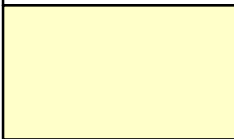
231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040

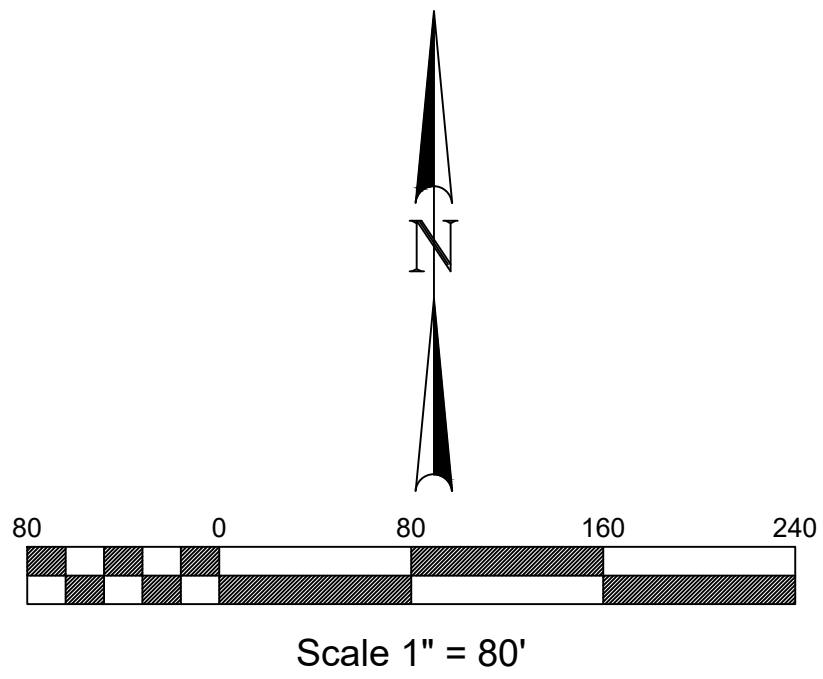
SK HART MANAGEMENT
CLIENT: PROPOSED AMENDED EXHIBITS
DWC: EXHIBITS
JOB NO: 300 AMENDMENT
DATE: 1/10/2022

REVISIONS

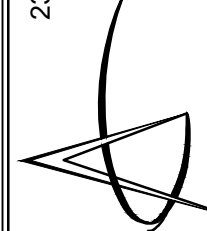
SHEET



ZONING DESIGNATION	
	MF1
	MF2
	CN
	OS-I



**PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT**


Ward Engineering Group
Planning Engineering Surveying

CLIENT: SK HART MANAGEMENT
DWG: PROPOSED ZONING MAP DWG
JOB No: 380 AMMENDMENT
DATE: 11/09/2022
DO NOT SCALE THE DRAWING. DIMENSIONS AND NOTES TAKE PRECEDENCE.

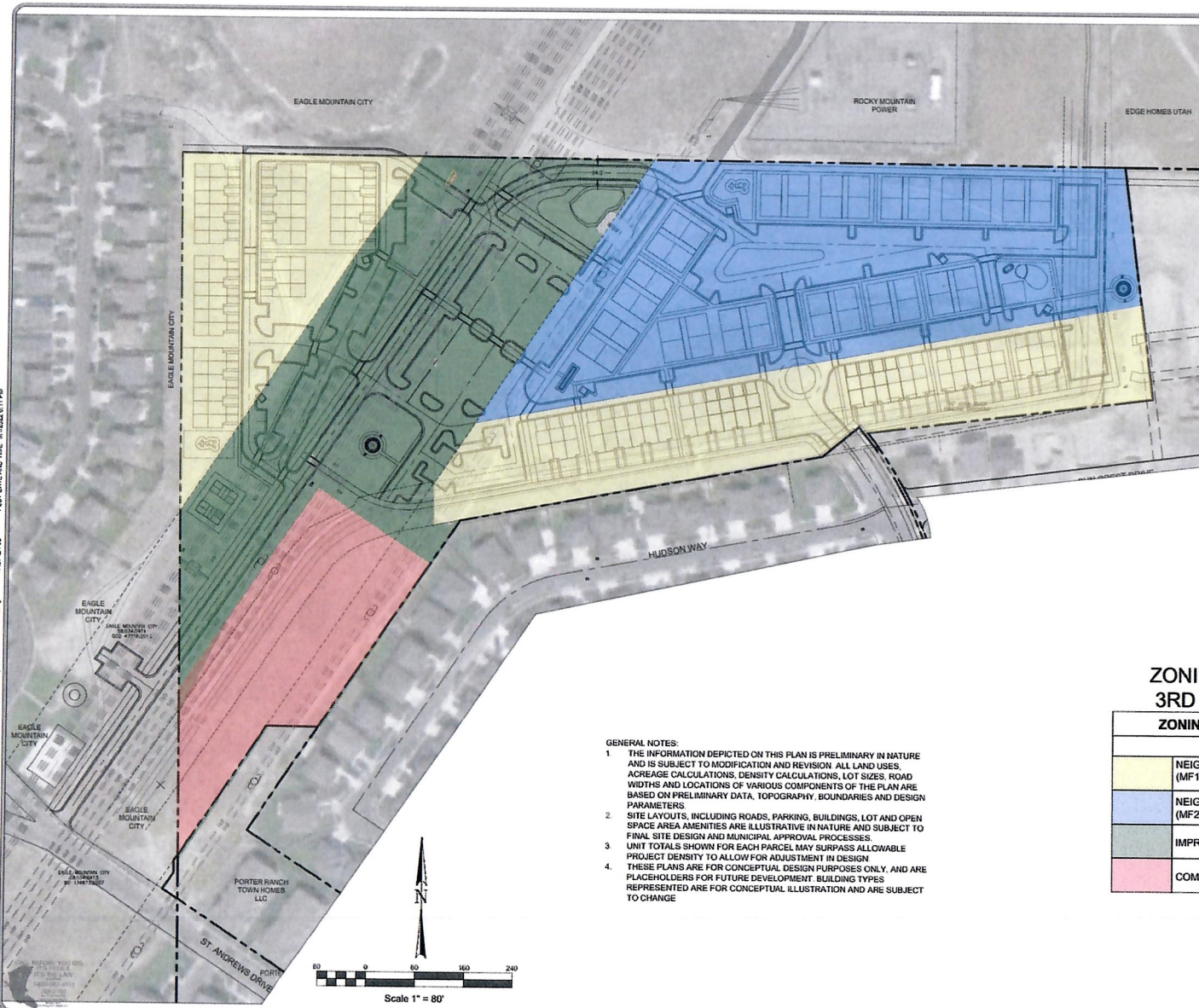
DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 11/09/2022

REVISIONS

SHEET

PROPOSED ZONING

PH: 801-487-8040



- GENERAL NOTES:
1. THE INFORMATION DEPICTED ON THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION AND REVISION. ALL LAND USES, ACREAGE CALCULATIONS, DENSITY CALCULATIONS, LOT SIZES, ROAD WIDTHS AND LOCATIONS OF VARIOUS COMPONENTS OF THE PLAN ARE BASED ON PRELIMINARY DATA, TOPOGRAPHY, BOUNDARIES AND DESIGN PARAMETERS.
 2. SITE LAYOUTS, INCLUDING ROADS, PARKING, BUILDINGS, LOT AND OPEN SPACE AREA AMENITIES ARE ILLUSTRATIVE IN NATURE AND SUBJECT TO FINAL SITE DESIGN AND MUNICIPAL APPROVAL PROCESSES.
 3. UNIT TOTALS SHOWN FOR EACH PARCEL MAY SURPASS ALLOWABLE PROJECT DENSITY TO ALLOW FOR ADJUSTMENT IN DESIGN.
 4. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE.

ZONING SUMMARY 3RD AMENDMENT ZONING DESIGNATIONS

	NEIGHBORHOOD RESIDENTIAL 2 (MF1)
	NEIGHBORHOOD RESIDENTIAL 3 (MF2)
	IMPROVED OPEN SPACE (OS-I)
	COMMERCIAL COMMUNITY

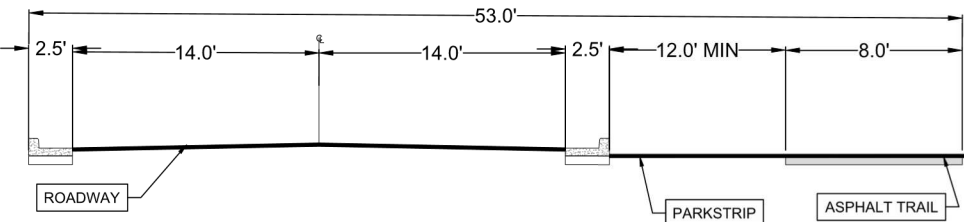


EX-03A-1

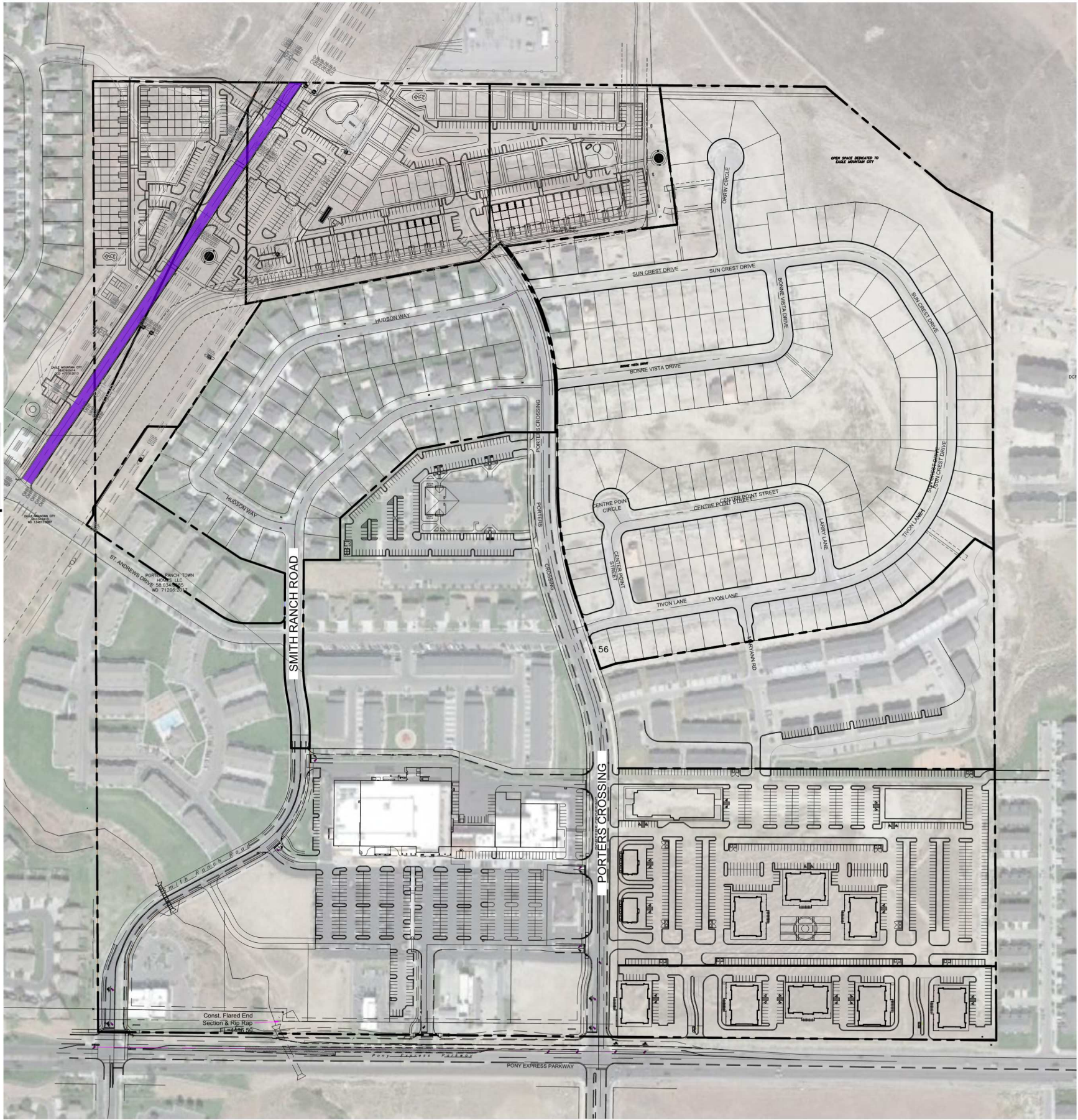
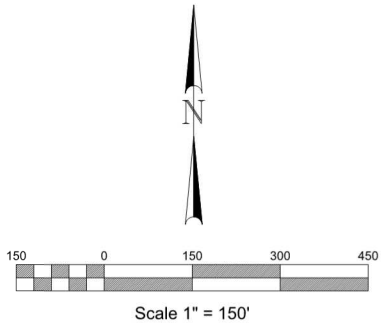


LEGEND

PROPOSED STREET



MODIFIED LOCAL STREET(PUBLIC ROAD) SECTION
NTS



PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
PROPOSED STREET PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040

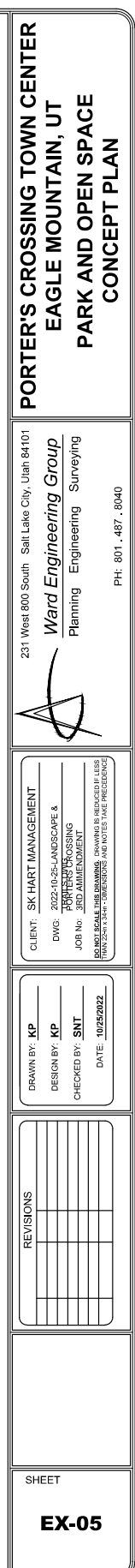
CLIENT: SK HART MANAGEMENT
DWG: STREET PLAN/DWG
PORTER'S CROSSING
JOB No. 3RD AMENDMENT
DATE: 10/25/2022

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2022

REVISIONS

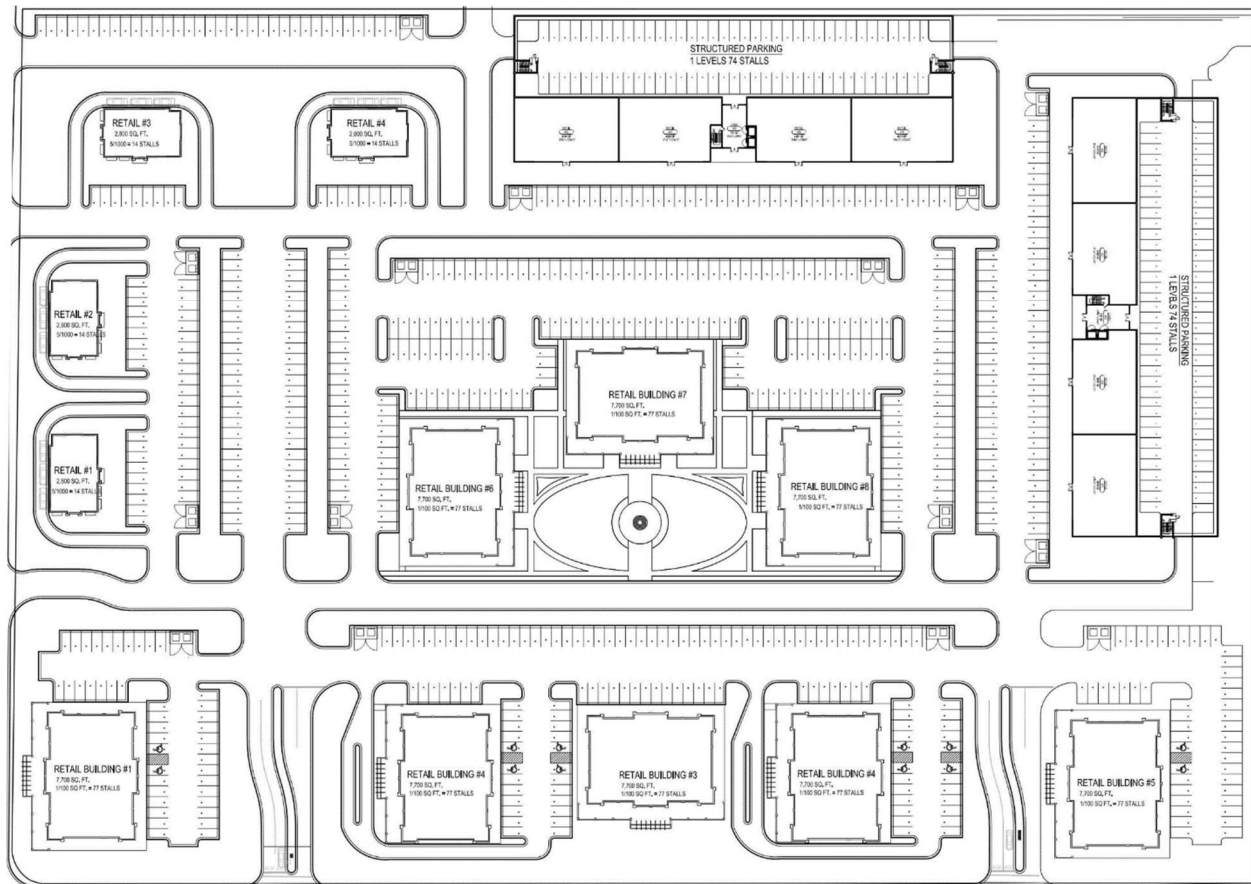
SHEET

EX-04



AMENITIES TABLE	
AMENITIES	QUANTITY OF AMENITIES
PICKLE BALL COURT	1
PLAY GROUND	2
BENCH	9
TRASH CAN	4
CLUB HOUSE	1
GAZEBO	2
DOG MESS BAG DISPENSER	4
CHARCOAL BBQ	4
PARK	20,458 SF
COMMUNITY PARK	1.00 AC

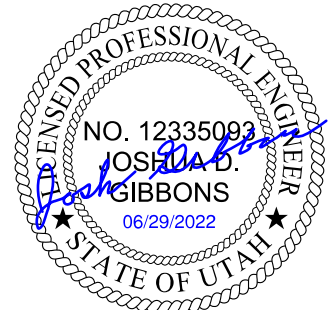
Porter's Crossing Commercial Traffic Impact Study



Eagle Mountain, Utah

June 29, 2022

UT22-2248



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Porter's Crossing Commercial development located in Eagle Mountain, Utah. The development is located northeast of the Porters Crossing / Pony Express Parkway intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) and future (2027) conditions with and without the proposed project and to recommend mitigation measures as needed. The evening peak hour level of service (LOS) results are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2. An exhibit of the proposed mitigated roadway network is shown in Figure ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Evening Peak Hour Level of Service Results

Intersection	Level of Service					
	Existing (2022)			Future (2027)		
	BG	PP	PP MIT	BG	PP	PP MIT
1 Gazelle Run / Pony Express Parkway	A	B	A	B	B	B
2 Porters Crossing / Pony Express Parkway	C	C	C	C	D	C
3 Ridley's Southeast Access / Porters Crossing	b	f	e	c	f	f
4 Ridley's Middle Access / Porters Crossing	a	b	b	b	c	c
5 Ridley's Northeast Access / Porters Crossing	a	a	a	a	a	a
6 St. Andrews Drive / Porters Crossing	a	a	a	a	a	a
7 Prestwick Lane / St. Andrews Drive	a	a	a	a	a	a
8 SE Project Access / Pony Express Parkway	-	c	c	-	e	d
9 SW Project Access / Pony Express Parkway	-	c	c	-	f	c
10 West Project Access / Porters Crossing	-	b	b	-	b	b

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)
2. BG = Background (without project traffic), PP = Plus Project (with project traffic), MIT = Mitigated Scenario
Source: Hales Engineering, June 2022

Table ES-2: Recommended Storage Length

Intersection	Recommended Storage Lengths (feet)															
	Northbound				Southbound				Eastbound				Westbound			
	LT		RT		LT		RT		LT		RT		LT		RT	
	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
2 Porters Crossing / Pony Express Parkway	100	-	100	-	100	125	-	125	200	-	-	-	100	225	-	200
3 Ridley's Southeast Access / Porters Crossing	-	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8 SE Project Access / Pony Express Parkway	-	-	-	-	-	100	-	-	-	100	-	-	-	-	-	100
9 SW Project Access / Pony Express Parkway	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100

1. Storage lengths are based on 2040 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable
Source: Hales Engineering, June 2022

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

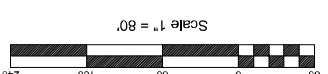
- The development will consist of various fast-food and coffee drive-throughs, sit-down restaurants, commercial/retail, and multi-family housing
- The project is anticipated to generate approximately 8,476 (+5,568 pass-by) weekday daily trips, including 676 (+529 pass-by) trips in the morning peak hour, and 628 (+441 pass-by) trips in the evening peak hour
- Auxiliary right-turn deceleration lanes are recommended for the southeast and southwest project accesses along Pony Express Parkway, as well as a left-turn deceleration lane for the southeast access
- Only the southern commercial component of the Porter's Crossing development is being analyzed in this traffic impact study
- There were also changes to the land uses for the northern pods (pods 9/10) to the Porter's Crossing development, but the trip generation differences were negligible
 - Land use changes include going from a charter school, assisted living facility, and a recreation center to residential townhomes and apartments
 - Trip generation for the peak hours was lower with these new land uses

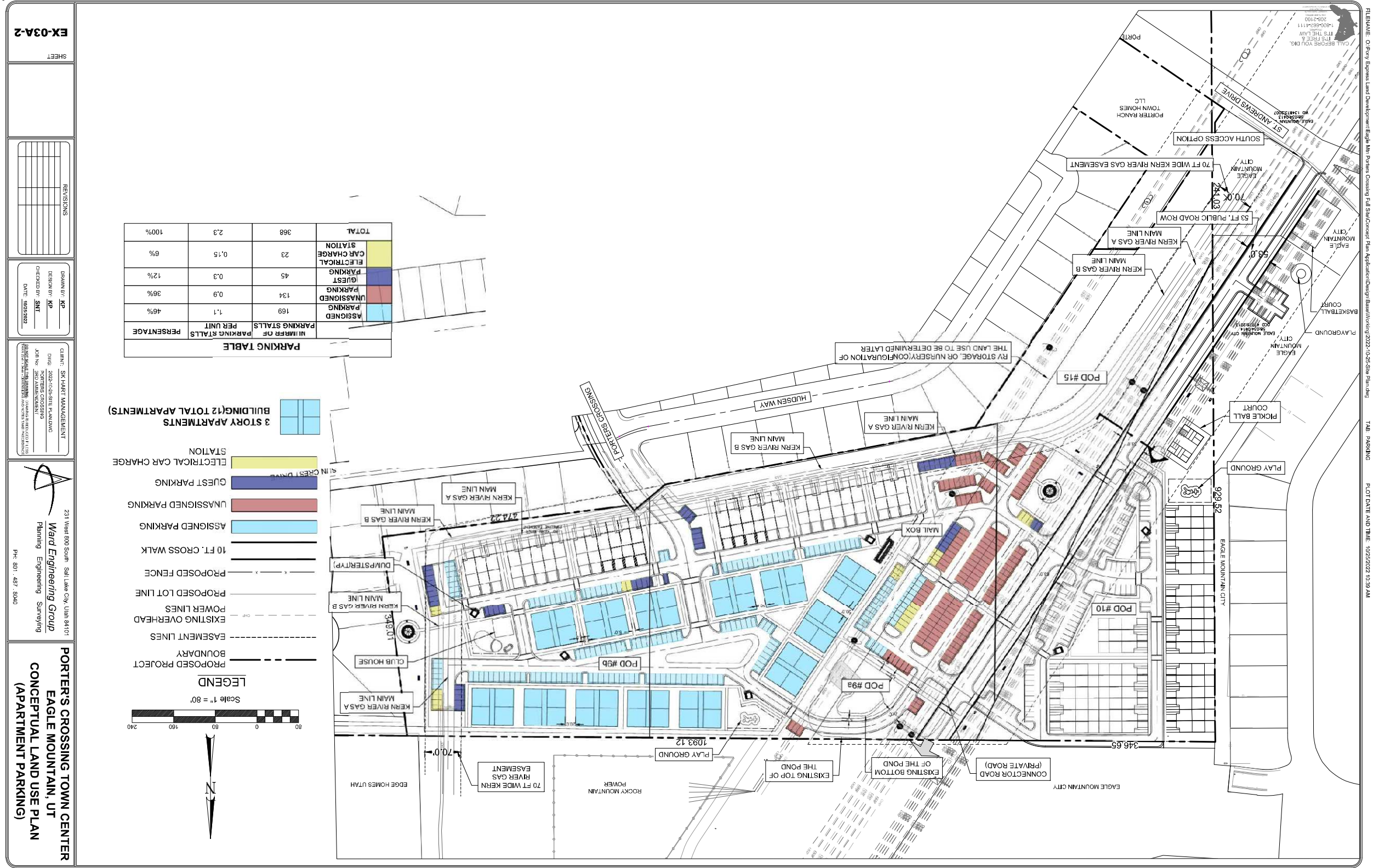
2022	Background	Plus Project
Assumptions	• Porters Crossing wide enough to allow for left-turn queuing without impeding through-traffic at most accesses	• Full access at all project access points
Findings	• Acceptable LOS • SB queues at Porters Crossing / Pony Express Parkway intersection back up past SE Ridley's access	• Poor LOS at SE Ridley's & south project access / Porters Crossing
Mitigations	• None	• Porters Crossing / Pony Express Parkway: ◦ Install dual southbound left-turn lanes
2027	Background	Plus Project
Findings	• Acceptable LOS	• Poor LOS at: ◦ SE Ridley's & south project access / Porters Crossing ◦ SE project access / Pony Express Parkway ◦ SW project access / Pony Express Parkway • WB queues at Porters Crossing / Pony Express Parkway intersection back up past SW project access
Mitigations	• None	• Porters Crossing / Pony Express Parkway: ◦ Install SB right-turn pocket ◦ Install WB right-turn pocket • SE Ridley's Access / Porters Crossing: ◦ Stripe NB left-turn pocket • SW Project Access / Pony Express Parkway: ◦ Restrict to right-in/right-out turning movements only

Eagle Mountain Porters Crossing TIS Update
Mitigated Roadway Network



Figure ES-1



[illegible]

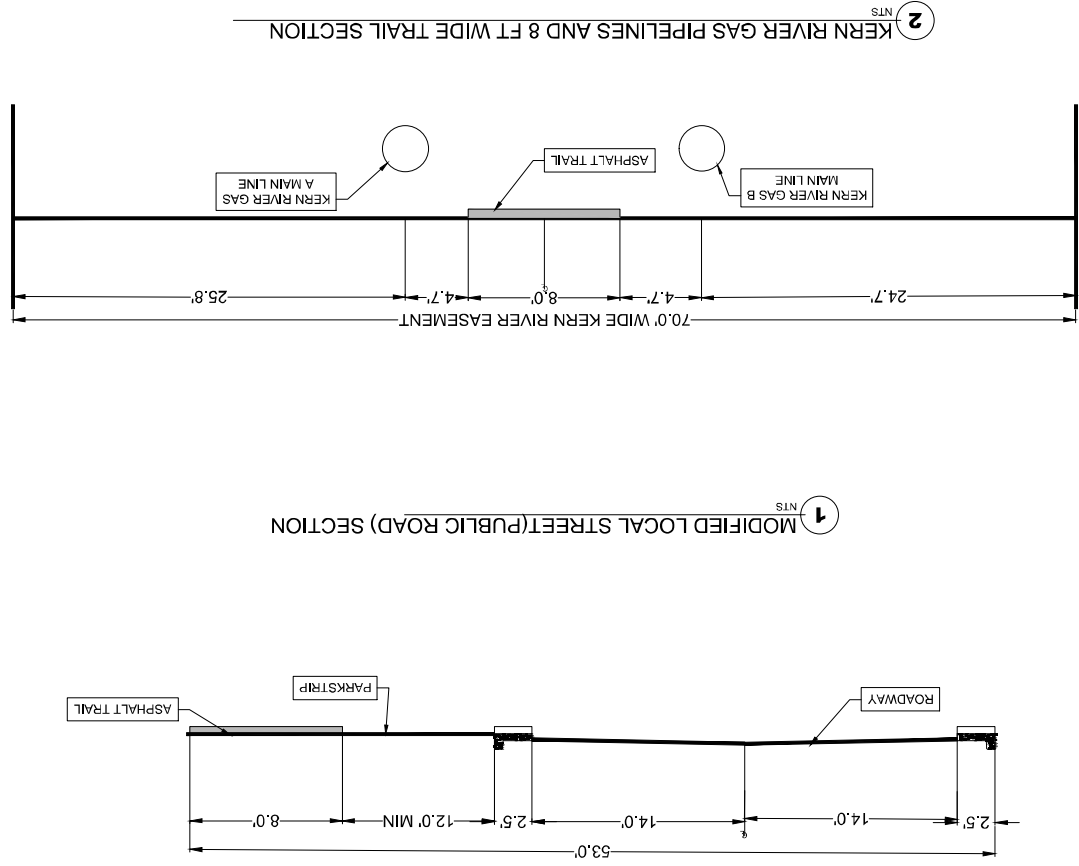
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DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2022

CLIENT: SK HART MANAGEMENT
DWG: 2022-10-25-SITE PLAN-DWG
PORTERS CROSSING
JOB NO: 3RD AMMENDMENT



Ward Engineering Group
Planning Engineering Surveying

**PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
(APARTMENT PARKING)**



EX-03A-3

SHEET

REVISIONS	

DRAWN BY
KP

DESIGN BY
KP

CHECKED BY
SNT

DATE
10/25/2022

CLIENT: SKYHART MANAGEMENT

DWG: 2022-10-25-SITE PLAN.DWG

JOB NO: 2022-10-25-SITE PLAN.DWG

PROJECT: SKYHART MANAGEMENT

PROJECT NAME: PORTERS CROSSING EAGLE MOUNTAIN, UT

231 West 800 South, Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

PH: 801.467.8040

PORTER'S CROSSING TOWN CENTER

EAGLE MOUNTAIN, UT

CONCEPTUAL LAND USE PLAN

TYPICAL SECTIONS

EXHIBIT B – Encroachment Specifications

- [illegible]

[illegible]

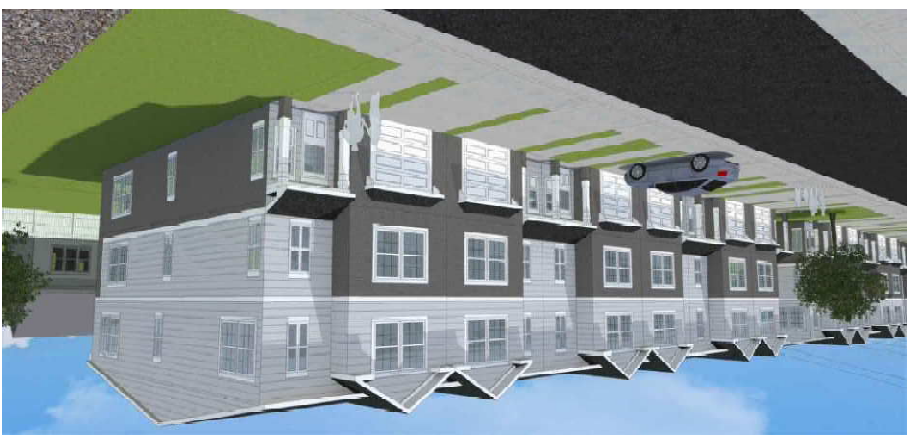
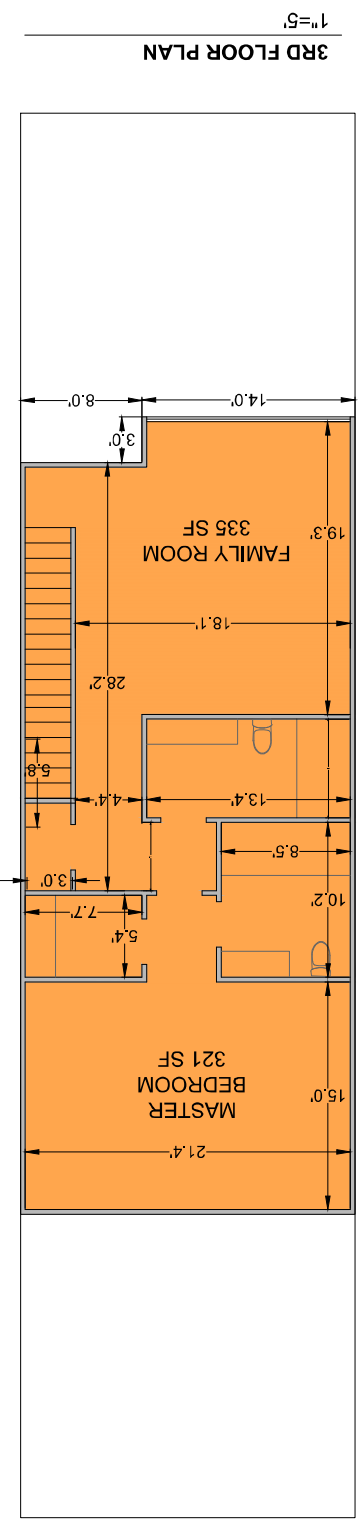
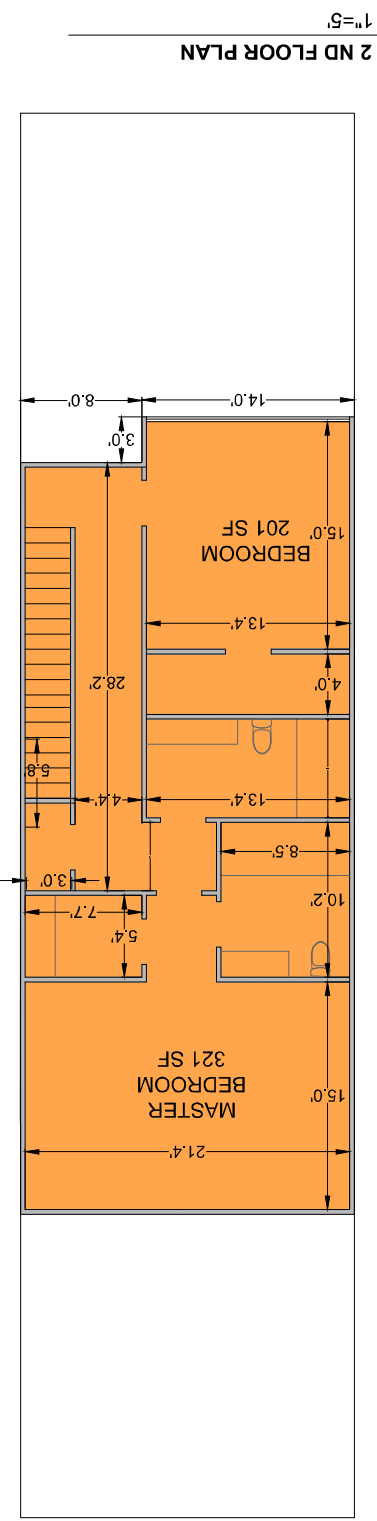
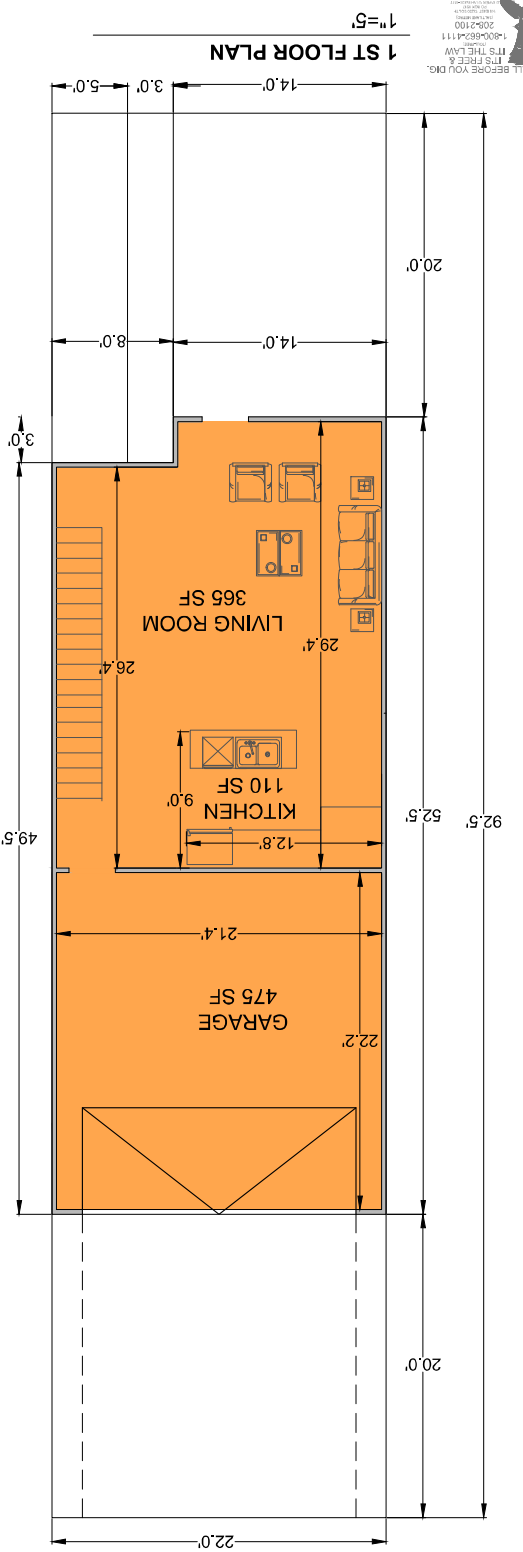
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DESIGN BY: **KP**
CHECKED BY: **SNT**
DATE: 10/25/2022

CLIENT: SK HART MANAGEMENT
DWG: 2022-10-25-SITE PLAN.DWG
PORTERS CROSSING
JOB NO: 3RD AMENDMENT



West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
 Planning Engineering Surveying

**PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
KERN RIVER SPECS.**



REVISIONS

DESIGN BY: KP

CHECKED BY: SNT

DATE: 10/26/2022

CLIENT: SKYHART MANAGEMENT

DWG: PORTERS CROSSING PLANNING

JOB NO: 2023-10-25-SITE PLAN.DWG

PROJECT NAME: PORTERS CROSSING TOWNHOMES AND GARAGE, ALLEY LOADED

231 West 800 South, Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

PH: 801.467.8840

PORTER'S CROSSING TOWN CENTER

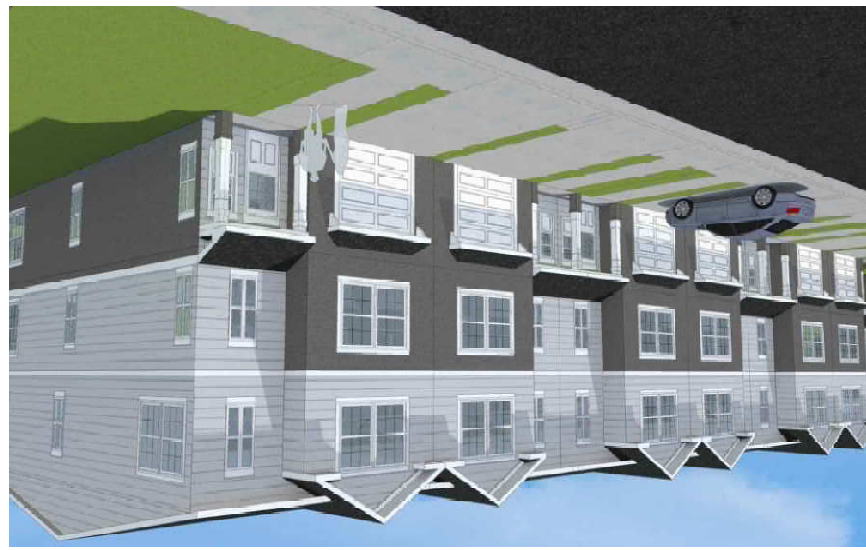
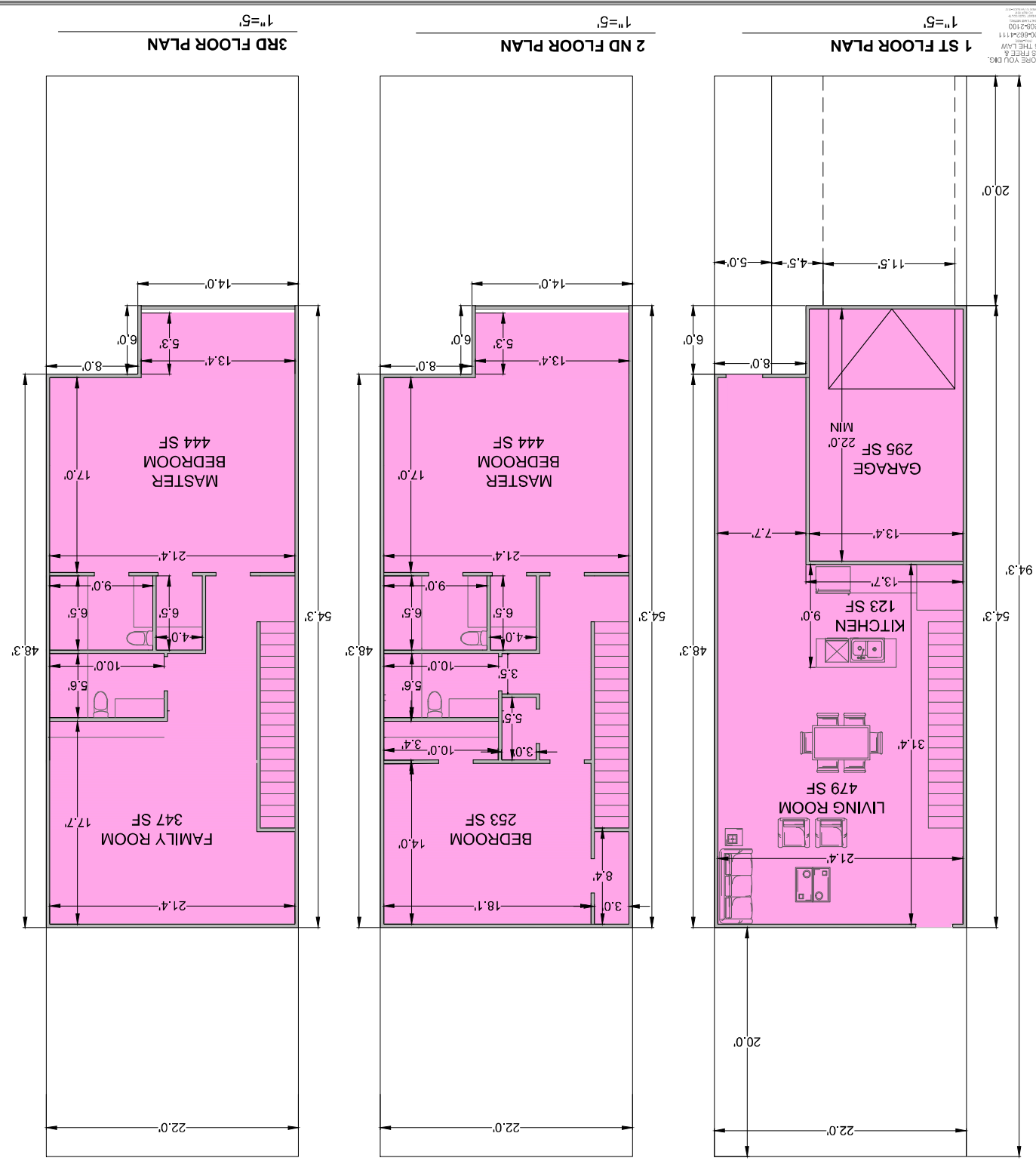
EAGLE MOUNTAIN, UT

CONCEPTUAL LAND USE PLAN

(2 CAR GARAGE, ALLEY LOADED)

EX-03A-5

SHEET



VIEW 1
NTS

PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
(1 CAR GARAGE, FRONT LOADED)

231 West 800 South, Salt Lake City, Utah 84101
Weid Engineering Group
Planning Engineering Surveying
PH: 801.467.8840

CLIENT: SKYHART MANAGEMENT
DIV: PORTER'S CROSSING
JOB NO: 2023-10-24 SITE PLANNING
DESIGNER: JACOB W. WEID
CHECKED BY: JACOB W. WEID
DATE: 10/25/2023

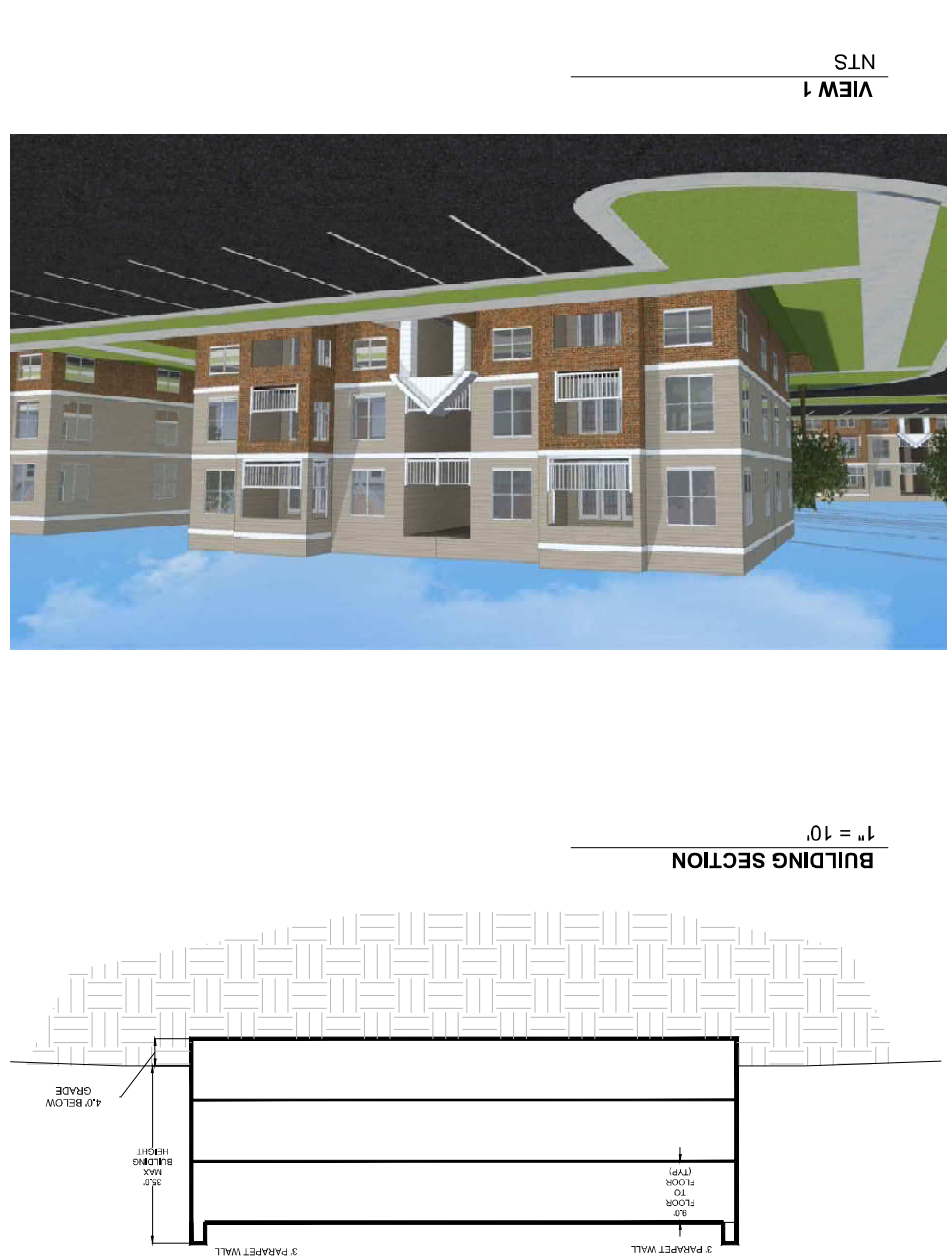
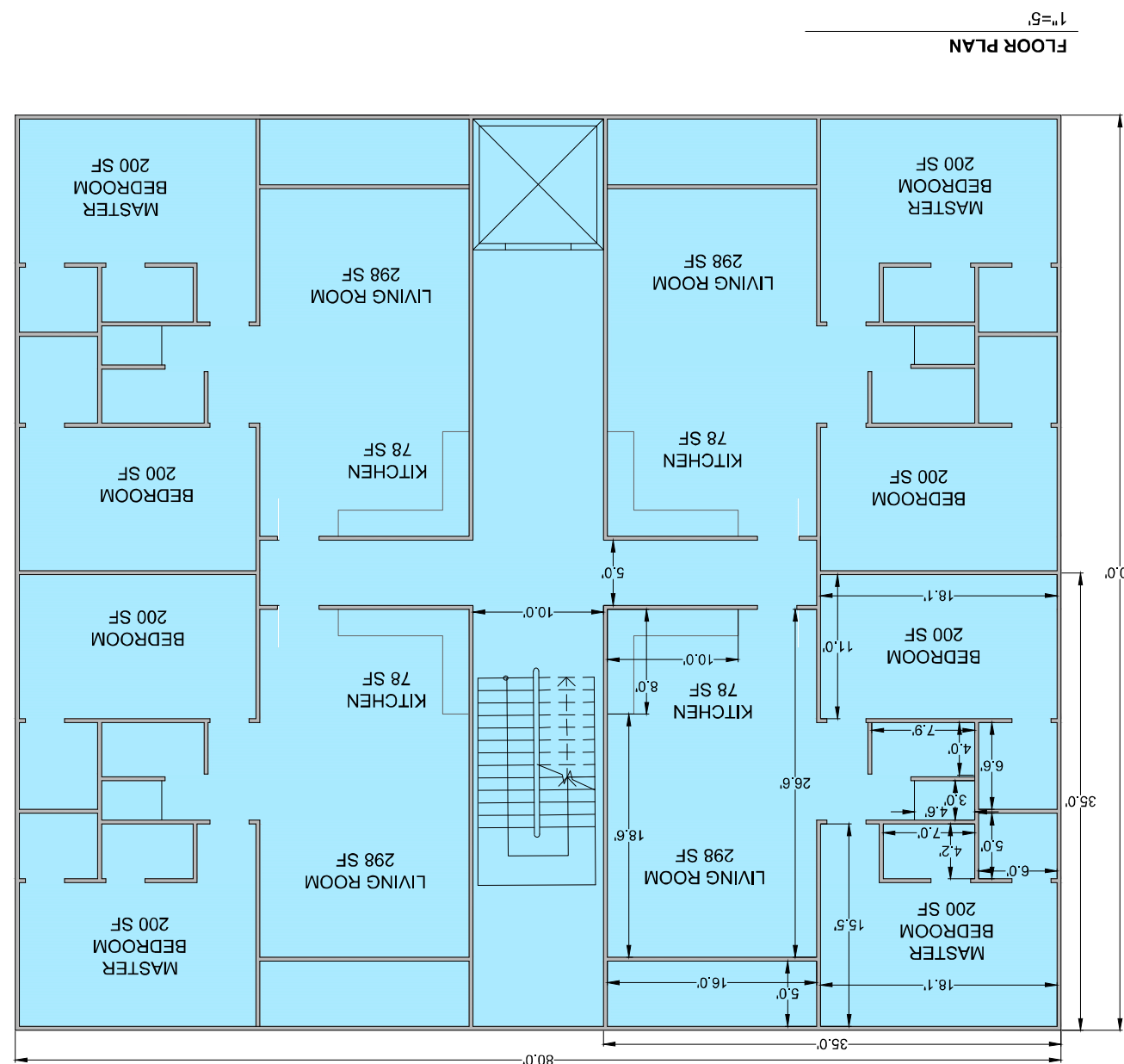
DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2023

REVISIONS

EX-03A-6
SHEET



FILENAME: O'Reary Express Land Development Eagle Mtn Porters Crossing Full Site Concept Plan Application Design Based Working 2023-10-24 Site Plan.dwg
TAB: APARTMENTS 3 STORY
PLOT DATE AND TIME: 10/25/2023 10:41 AM



REVISIONS

DESIGN BY: KP

CHECKED BY: SNT

DATE: 10/25/2023

CLIENT: SKYHART MANAGEMENT

DWG: 2023-10-24 SITE PLAN.dwg

JOB NO: 2023-10-24 SITE PLAN.dwg

PROJECT NAME: PORTERS CROSSING TOWN CENTER EAGLE MOUNTAIN, UT

CONCEPTUAL LAND USE PLAN (APARTMENT 3 STORY, 12 UNITS)

231 West 800 South, Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

PH: 801.467.8040

PORTER'S CROSSING TOWN CENTER

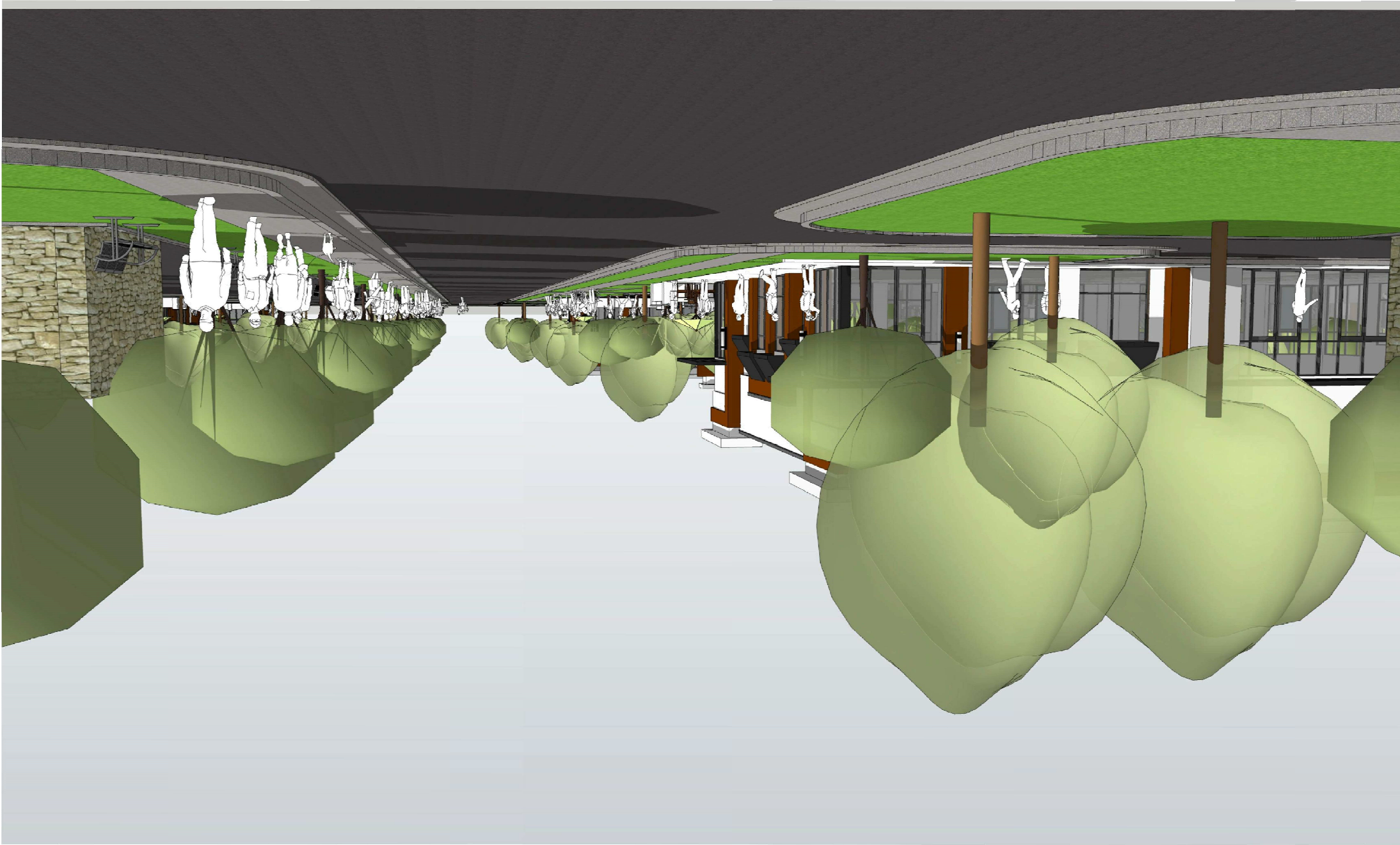
EAGLE MOUNTAIN, UT

CONCEPTUAL LAND USE PLAN

(APARTMENT 3 STORY, 12 UNITS)

EX-03A-7

SHEET



PORTERS CROSSING CONCEPT IMAGE
1/24/2012

PORTER'S CROSSING
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
COMMERCIAL AREA

EX-03B-3

A901

DRAWING NUMBER

###

PROJECT PHASE

CONCEPT

DATE

1/24/2012

PROJECT NUMBER

03B-03

PROJECT NAME

PORTER'S CROSSING

ARCHITECTS

BWA

ARCHITECTS

1000 E. 1000 S.

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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Porter's Crossing Town Center Master Development Agreement (MDA).		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	SK Hart (Khosrow Semnani)		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY Porter's Crossing Town Center

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford, Assistant City Administrator & Community Development Director

RECOMMENDATION:

You may approve, deny, or table the proposed application. If you choose to approve, you may make the following motion:

I move to approve a resolution of Eagle Mountain City approving the Amended and Restated Porter's Crossing Town Center Master Development Agreement (*as proposed or with changes*).

BACKGROUND:

The applicant has been working with the City Attorney and Planning staff to draft an amended and restated master development agreement that corresponds with the applicant's proposed amendments to the Porter's Crossing Town Center project. Staff worked with the applicant to redraft their proposed changes into a format that is more appropriate (amended and restated agreement), using the existing agreement as the base and adding the developer's proposed language, modifying it to match the proposed plans, removing language referencing completed/developed property, and adding in some additional edits and changes. The applicant-proposed agreement is attached to this report. Red text indicates changes that were made following the Planning Commission meeting on October 25 to add an expiration, benchmarks, modify area labels, make numbering changes, and specify that the utility corridor is only to be used for open space improvements, RV storage, or a nursery.

ITEMS FOR CONSIDERATION:

ITEMS TO CONSIDER

- The proposed amended and restated agreement makes changes to reflect the Developer's proposal and removes requirements related to the recreation facility, the assisted/senior living, and language related to the areas that have already been constructed.
- The Land Use Plan that is attached to the agreement as Exhibit 3 is described in the agreement as a conceptual plan, with no specific vesting of density or number of units. Paragraph 4 states that *"Developer shall be entitled to develop the Project in accordance with the densities permitted by the zoning in place on the Property as of the Effective Date. Developer shall not transfer density from one zone or development area to another. The addition of a school or church shall not result in the transfer of any units or density. The Conceptual Land Use Plan is attached as Exhibit 3. This plan shows Developer's contemplated building types, layout, etc. for the project, but these details will require approvals according to the City's Vested Laws and Future Laws, as applicable."*
 - Each "pod" or area is described in section 4 with the types of units and numbers of units, but noting that they are conceptual, and that the pods must be developed according to that zone's development standards in the City Code.
- Paragraph 5.2 describes the utility corridor area (Pod 15), including the developer's desire to utilize it for RV storage or a nursery. This paragraph requires a site plan for the RV storage to be reviewed and approved by the City that shall include detailed information regarding the visual impacts, the type and height of fencing, procedures to limit noise and disturbance to surrounding neighbors, lighting and security, and gate and security access.
- Paragraph 6 makes it clear that the proposed products and layouts are conceptual and that the final product types and layout may vary from the conceptual land use plan, provided that they are compatible with existing adjacent developments and comply with City Code.
- Paragraph 7.1 discusses roads, and specifically allows for the public road connecting Saint Andrews Drive to the northern

property line of the project to vary slightly from the City's standard ROW, utilizing the regional asphalt trail on one side rather than sidewalks on both sides.

- Paragraph 8.1 requires the Developer to obtain approval of a final detailed Parks and Open Space Plan that would depict how the Developer will meet the open space requirements, amenities points requirements, and pool/clubhouse requirements under the City Code. At a minimum the Developer must construct the regional asphalt trail (minimum width of 10 feet) through the utility corridors as part of this project.
- Paragraph 8.1.1 allows for the Developer to propose to place some of the park amenities in Pod 2 (the commercial development), at the approval authority's discretion.
- Paragraph 16 requires the Developer to receive approval from Kern River Gas and Rocky Mountain Power / PacifiCorp prior to any construction within those easements, and to provide that specific approval to the City.
- Expiration / Term
 - The Planning Commission expressed concern that the agreement did not contain an expiration/term. At the City's request the applicant was willing to add the City's term into the agreement, and so Paragraph 2 now includes a 6-year term, in accordance with EMMC 16.10.080.
- Benchmarks
 - The Planning Commission expressed concern that the agreement did not contain an expiration/term. At the City's request the applicant was willing to add the City's term into the agreement, and so benchmarks have been added as Paragraph 9, in accordance with EMMC 16.10.080.

REQUIRED FINDINGS:

Master Development Agreement approvals are negotiated with the Planning Commission and City Council and are based on criteria found in EMMC 16.10.080. This is an amended and restated agreement, and although we try to incorporate elements from our current code into the agreement, the existing agreement was used as the basis for the Developer's proposed amendments. The amended agreement is being proposed by the applicant, and so the agreement

does not include all aspects of EMMC 16.10.080.

PLANNING COMMISSION ACTION/RECOMMENDATION:

This proposed agreement was reviewed by the Planning Commission on October 25, and the Commission ultimately recommended approval of the agreement to the City Council (5-0). During the meeting they expressed concern that the agreement didn't contain a term (expiration) or benchmarks, which were not required for the previous agreement but are now required by City Code of new agreements. Ultimately, because this was an amended agreement based on the existing approved agreement, they did not include that in their motion. The applicant has chosen to add an expiration/term and benchmarks to the proposed agreement.

ATTACHMENTS:

[RES--Porter's Crossing Town Center MDA - Amended & Restated](#)
[Amended & Restated MDA - Porter's Crossing TC](#)
[MDA Exhibits 1 & 2](#)
[MDA Exhibits 4 & 5](#)
[Exhibit 3 - Conceptual Land Use Plans](#)

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE AMENDED AND RESTATED
PORTER'S CROSSING TOWN CENTER MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Amended and Restated Porter's Crossing Town Center Master Development Agreement, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Amended and Restated Porter's Crossing Town Center Master Development Agreement, as set forth in Exhibit A.
2. The Amended and Restated Porter's Crossing Town Center Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of November, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 15th day of November, 2022.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

When Recorded Return To:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

EAGLE MOUNTAIN CITY
AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR THE
PORTER'S CROSSING TOWN CENTER
MASTER DEVELOPMENT

This **Master Development Agreement for Porter's Crossing Town Center** (this "**Agreement**") is entered into between Eagle Mountain City, a Utah municipal corporation (the "City") and Pony Express Land Development, Inc. a Utah corporation ("Developer").

This Agreement is made with reference to the following facts.

A. City and Developer previously entered into that certain Master Development Agreement for Porter's Crossing Town Center, dated March 23, 2016, as amended (the "**Prior Agreement**").

B. Except for park improvement for previously developed pods, Developer has completed construction of the Project except for Pods 2, 9a, 9b, 10 and 15.

C. It is the intent of City and Developer that this Amended and Restated Master Development Agreement for Porter's Crossing Town Center shall supersede and replace the Prior Agreement with respect to the development of Pods 2, 9a, 9b, 10 and 15.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1 **Definitions.** Unless otherwise defined in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. **Administrator** means the person designated by the City as the Administrator of this Agreement.

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

Application.

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

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

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

1.6 **City's Vested Laws** means the development ordinances, policies, standards and procedures of the City in effect as of the date of this Agreement, a digital copy of which is attached as Exhibit 7.

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

1.8 **Default** means a material breach of this Agreement.

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

1.10 **Density** means the number of Equivalent Residential Dwelling Units allowed per acre.

1.11 **Development** means the development of a Pod or a portion thereof pursuant to an approved Development Application.

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

1.13 **Equivalent Residential Dwelling Unit** ("ERU") means, for the purpose of calculating density, a unit of measurement used to measure and evaluate development impacts on public infrastructure such as water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and is intended to represent the equivalent impact on public infrastructure of one single family residence. Every residential dwelling unit shall equal one (1) ERU and every non-residential building shall constitute a minimum of 1 ERU.

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

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

1.16. **Improved Open Space** means open space dedicated to the City to meet the City’s residential bonus density entitlements and improved in accordance with Eagle Mountain City Code 16.35.105 and Table 16.35.130(c).

1.17. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2022).

1.18. **Conceptual Land Use Plan** means the conceptual plan for developing the Project and the zoning of the Project, a copy of which is attached as Exhibit 3.

1.19. **Maximum Equivalent Residential Units** (ERUs) means the development on the Property of up to Two Hundred and Eighteen (218) Equivalent Residential Dwelling Units.

1.20. **Parcel** means a Pod or a portion of a Pod that is created by the Developer that is not an individually developable lot.

1.21. **Park Plan** means the Park and Open Space Concept Plan attached hereto as Exhibit 5.

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

1.23. **Pod(s)** means an area or the areas of the Project designated to be used for specific types of zoning as more fully illustrated on the Land Use Map.

1.24. **Project** means the total development to be constructed on the Property pursuant to this Agreement.

1.25. **Property** means the real property owned or controlled by Developer which is included in the commercial area known as Pods 2, and the multi-family and open space areas known as 9a, 9b, 10 and 15 and described in Exhibit 1.

1.26. **Public Infrastructure** means those elements of infrastructure that are

planned to be dedicated to the City as a condition of the approval of a Development Application.

1.27. **Subdivision** means the division of any portion of the Project into one or more developable lots.

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

1.29. **Zoning** means the zoning for each Pod as specified on the Zoning Map.

1.30. **Zoning Map** means the zoning map attached hereto as Exhibit 2.

1.31. **RV Storage** means a secured outdoor surface lot for rentable storage of recreational vehicles, boats and trailers. Amenities include a road base storage lot, security fencing, operable gate with electronic security access. Prohibited activities include overnight camping, use of temporary power, water, sewer and maintenance or repairs of vehicles or equipment.

2. **Term of Agreement.** In accordance with Section 17.10.080 of Eagle Mountain's Code, 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 Code. 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.

23. **Governing Standards.** The Project shall be developed in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Land Use Map and this Agreement.

34. **Zoning.** The Project is zoned a combination of Commercial Community, MF1, MF2, and Improved Open Space (OS-I), as shown on the Zoning Map (Exhibit 2).

45. **Density and Dedication/Improvements of Open Space.** Developer shall be entitled to develop the Project in accordance with the densities permitted by the zoning in place on the Property as of the Effective Date. Developer shall not transfer density from one zone or development area to another. The addition of a school or church shall not result in the transfer of any units or density. The Conceptual Land Use Plan is attached as Exhibit 3. This plan shows Developer's contemplated building types, layout, etc. for the project, but these details will require approvals according to the City's Vested Laws and Future Laws, as applicable. Developer shall dedicate to the City and improve required open space and amenities as follows:

~~45.1. Pods 9a and 9b~~Multi-Family Areas. The northern areas of the development, previously referred to as Pods 9a and 9b, are zoned MF1 and MF2 and shall be developed according to the MF1 and MF2 zone development standards in the City's Vested Laws. In the area east of the utility corridor ~~The~~ Conceptual Land Use Plan contemplates 13 apartment buildings with 12 units per building, 29 townhomes, a pool, clubhouse, parking, trails, improved landscape, and natural landscape. In the area west of the utility corridor, previously referred to as Pod 10, the Conceptual Land Use Plan contemplates 33 townhomes, parking, trails, improved landscape with amenities, and natural landscape. Developer acknowledges and agrees that access to Pod 10 from the west may require development of City property for an access road, and City may withhold approval of access from the west due to traffic or other concerns of the City. See Exhibit 3.

~~4.2 Pod 10. Pod 10 is zoned MF1 and shall be developed according to the MF1 zone development standards in the City's Vested Laws. The Conceptual Land Use Plan includes 33 townhomes, parking, trails, improved landscape with amenities, and natural landscape. Developer acknowledges and agrees that access to Pod 10 from the West may require development of City property for an access road, and City may withhold approval of access from the West due to traffic or other concerns of the City.~~

~~4.35.2. Pod 15~~Utility Corridor. This area, previously known as Pod 15, is only allowed to be improved according to the OS-I zone, or with RV Storage or a Nursery. Developer desires to utilize Pod 15 for RV Storage and or a Nursery and approximately 20 parking spaces for the residential units being built in Pod 9A. See Exhibit 3. Developer acknowledges that City has concerns with the impact of the proposed RV Storage on neighboring properties, but Developer believes it can design the RV Storage to mitigate or eliminate such impacts. Accordingly, in order for the RV Storage to be reviewed for approval, Developer shall submit to the City a site plan for the proposed RV Storage which shall include detailed information regarding the visual impacts, the type and height of fencing, procedures to limit noise and disturbance to surrounding neighbors, lighting and security, and gate and security access. The City shall approve the RV Storage if the Developer is able to mitigate or eliminate all reasonable concerns of the Planning Commission and City Council related to impacts of the RV Storage. The site plan shall follow the approval process in the City's Vested Laws. This area will also include an access road and a 10-foot wide regional asphalt trail.

~~4.45.3. Pod 2~~Commercial Area. The southeast area of the project along Pony Express Parkway and Porter's Crossing, previously known as Pod 2, is zoned Commercial Community and shall be developed in accordance with the Commercial Community zone development standards in the City's Vested Laws.

56. Buildings and Layout. The Conceptual Land Use Plan shows certain intended product types and proposed layouts for each Pod. The City and Developer acknowledge that the final product types and layout for each Pod may vary from the product types and layout indicated

on the Land Use Plan, provided that such product types are compatible with existing adjacent developments and comply with the City's Vested Laws.

67. Roadways.

67.1 The Street Plan shows a public road extending from Saint Andrews Drive to the northern property line of the project, through the utility corridor. The design of this road must comply with the City's Vested Laws, except that it may utilize the regional asphalt trail on one side rather than sidewalks on both sides. Two accesses are shown from Pony Express Parkway to Pod 2 and three accesses from Porter's Crossing to Pod 2, as well as a connection to Pod 4 to the north and the existing townhome development to the east. Developer must comply with the required mitigation measures as outlined in the Traffic Impact Study. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

78. Improved Open Spaces and Trails.

78.1. Open Space and Amenities for Residential Areas (Pods 9a, 9b, and 15). Prior to recording of any subdivision plat for the MF1 and MF2 areas, Pods 9a, 9b, or 15, Developer shall obtain approval of a final detailed Parks and Open Space Plan depicting how Developer will meet the open space requirement, amenities points requirements, and pool/clubhouse requirement under the Vested Laws. At a minimum the Developer must construct the regional asphalt trail (minimum of 10 feet wide) through the utility corridors as part of this project.

78.1.1 Re-location of Minimum Improvements. The City acknowledges that some of the Minimum Improvements shown on Exhibit 5 may be proposed in the commercial area (Pod 2) and may be approved at the discretion of the approval authority.

78.2 Open Space in Previously Developed Pods. Developer shall work with the City's Parks and Recreation Director to finalize plans for the park and open space areas for Pod 3 and, upon receiving approval of landscape and irrigation plans, shall improve these areas and dedicate them to the City prior to the recordation of any residential plats in the MF1 or MF2 areas. Pods 9a, 9b or 10.

78.3. Ongoing Maintenance. Upon the acceptance by the City of the park and open space improvements the City shall be responsible for all ongoing maintenance and operation thereof.

9. Benchmarks and Phasing. As required by Section 16.10.080(B) of Eagle Mountain's Code, Developer agrees to the following development benchmarks.

9.1 First Site Plan. The first master site plan and site plan applications for the commercial area of the project (previously known as Pod 2) shall be submitted for

approval within six months from the Effective Date. The site work for the first site plan shall begin within one year 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 has not been unreasonably delayed by the City. The City will not approve a master site plan, preliminary plat, or site plan for the multi-family areas until the first commercial site plan is approved and under construction.

9.2 Parks and Open Space. In accordance with 16.35.105(A)(10) of Eagle Mountain's Code, the parks and open spaces shall be fully improved prior to recording of the first residential 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 open space area along with the adjacent plat.

910. Vested Rights Granted by Approval of this Agreement. Except as provided in paragraph 13 below, to the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws and the Land Use Map except as specifically provided herein. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement and the Land Use Map grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2015).

911. Exceptions to Vested Rights. The restrictions on the applicability of the City's Future Laws to the Project are subject to the following exceptions:

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

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

911.3. Codes. City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual 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;

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

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

911.6. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Equivalent Residential Units, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development; and

911.7. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2015).

~~1012~~. Tax Benefits. The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The City shall reasonably cooperate with Developer to the maximum extent allowable under law to allow Developer to take advantage of any such tax benefits.

~~1113~~. Dedication of Facilities. Except as provided in a reimbursement agreement which may be entered between the City and the Developer, the Developer agrees to construct, dedicate and donate free and clear of all encumbrances to the City all required improvements and land for City owned utilities, streets, utility facilities and improvements.

~~1214~~. Washes and Slopes. Developer shall submit to the City a slope stability report with each preliminary plat located along a natural wash or a slope greater than 25%, in accordance with EMMC 15.80 of the City's Vested Laws.

~~1315~~. Utility Services and Infrastructure Improvements. Developer shall be required to construct all onsite utilities unless otherwise agreed to by City and Developer. In the event Developer constructs utilities or other infrastructure in excess of the capacity necessary to provide services to the Property, Developer may be entitled to reimbursement for the cost of the excess capacity. The City shall revise and amend the City Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Developer for the cost of excess capacity.

1416. Utility Coordination. Developer plans to make certain improvements within or near major utility easements (Kern River Gas, Rocky Mountain Power / PacifiCorp). Prior to any construction within those easements Developer shall receive approval from the easement owner and provide proof of that approval to the City.

1517. Water Rights. Developer shall comply with the City's Vested Laws and City's Future Laws, as applicable, related to providing water to the City for the Project.

1618. Withholding Approval Upon Default. The parties agree that the City shall not approve or record any subdivision in the Project if Developer is in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the development project. In addition, the City may withhold approval of building permits to construct any building or structure if Developer is not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

1719. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Land Use Plan and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

1820. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

1921. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

2022. Mediation of Development Application Denials.

2122.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 24 shall be mediated.

2222.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the

parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

23. **Arbitration of Development Application Objections.**

2423.1. **Issues Subject to Arbitration.** Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

2523.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 23.

2623.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

2724. **Impact Fees.** The Developer agrees to pay all impact fees when due at subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time.

2825. **Annual Review of Compliance.** The parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement. It shall be an event of default if the Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by the City Vested Laws, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any

defect discovered by the City upon inspection of any infrastructure utility facilities.

2926. Default Notice. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Developer is in default, the City Council may order that work in the Project be stayed until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

3027. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

3128. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the City's Vested Laws (or, if applicable, the City's Future Laws) shall govern the procedures and standards for approval of each subdivision and public improvement.

3229. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

3330. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

3431. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

3532. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

3633. Developers' Remedies Upon Default. Developer acknowledges and agrees that Developers' sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPERS, THEIR 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.

3734. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all legal costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

3835. Agreement to Run With the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns. For recording purposes, the City may omit any Exhibits to this Agreement, provided that a full copy of the Agreement shall be on file with the Eagle Mountain City Recorder's Office and available to the public.

Dated this _____ day of _____, 2022.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
)
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me _____, who did personally acknowledge to me that he had authority to and did execute the foregoing easement on behalf of the Pony Express Land Development, Inc.

NOTARY PUBLIC

ATTEST:

EAGLE MOUNTAIN CITY

City Recorder

Tom Westmoreland, Mayor

Approved as to form:

City Attorney

EXHIBIT 1

Legal Description

EXHIBIT 2

Zoning Map

EXHIBIT 3

Conceptual Land Use Plans

/

Northwest Area Concept Plan &
Commercial Area Concept Plan

EXHIBIT 4

Street Plan

EXHIBIT 5

Park & Open Space Concept Plan / Landscape Exhibit

EXHIBIT 6

Vested Laws



LEGAL DESCRIPTION (RESIDENTIAL AND COMMERCIAL)

Northwest Parcels

Tax ID 58-034-0756

A parcel of land situate within the Southeast quarter of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; said parcel being described as follows:

Beginning at a point being North 3.08 feet, and West 217.49 feet from the East quarter corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; And running thence South 433.80 feet; Thence South 83°06'10" West 88.78 feet; Thence Northerly along a 652.00 foot radius curve to the left; chord bears North 39°02'41" West 19.09 feet; Thence south 50°12'21" West 77.00 feet; Thence South 79°28'04" West 605.49 feet; Thence South 33°40'00" West 412.87 feet; Thence North 89°17'19" West 83.94 feet; Thence South 33°40'00" West 268.74 feet; Thence North 1170.19 feet; Thence North 13°09'39" East 0.761 feet; Thence South 89°17'20" East 1216.33 feet to the point of beginning.

Contains 18.50 Acres

ALSO:

Tax ID 58-034-0757

A parcel of land situate within the Southeast quarter of Section 20, and the Southwest quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; said parcel being described as follows:

Beginning at a point being North 2,245.54 feet, and West 208.43 feet from the Southwest corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; And running thence North 433.85 feet; Thence South 89°17'20" East 218.14 feet; Thence South 89°10'59" East 118.17 feet; Thence South 06°53'49" East 385.97 feet; Thence South 83°06'10" West 385.42 feet to the point of beginning.

Contains 3.38 Acres

Commercial Parcel

A parcel of land situate within the Southwest quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; said parcel being described as follows:

Beginning at the southwest corner of said parcel; said point being North 00°11'38" East 66.00 feet along the section line, and North 89°03'07" West 0.50 feet from the Southwest corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; And running thence North 00°26'26" East 736.27 feet along the east right of way line of Porter's Crossing, per the Porter's Crossing Town Center subdivision plat, recorded and on file in the Utah County Recorder's Office as entry 9069662013 to a point on the south line of the Dublin Farms Subdivision, recorded as entry 1183422018; thence easterly along said south line the following six (6) courses & distances:

- (1) South 89°33'34" East 747.33 feet
- (2) South 29°33'34" East 23.20 feet to a point on a 187.00 foot radius non-tangent curve to the left; the center of said curve bears North 00°26'28" East;
- (3) Thence easterly 49.45 feet along the arc of said curve; chord bears North 82°51'55" East 49.30 feet;
- (4) North 75°17'24" East 16.01 feet to a point on a 213.87 foot radius non-tangent curve to the right;
- (5) Thence Easterly 56.62 feet along the arc of said curve; chord bears North 80°51'10" East 56.46 feet;
- (6) South 89°33'34" East 153.40 feet to a point on the west line of the Pony Express Townhomes Subdivision, recorded as entry 847712015;

Thence South 743.36 feet along the west line of said Pony Express Townhomes to a point on the north line of the Eagle Mountain City parcel recorded as Entry 453562004; Thence North 89°10'11" West 1037.63 feet along the north line of said parcel to the point of beginning.

The basis of bearing for this description is North 00°11'38" East along the section line between the Southwest corner of Section 21, and the West quarter corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

Contains 17.54 Acres

EX-01A

SHEET

REVISIONS	

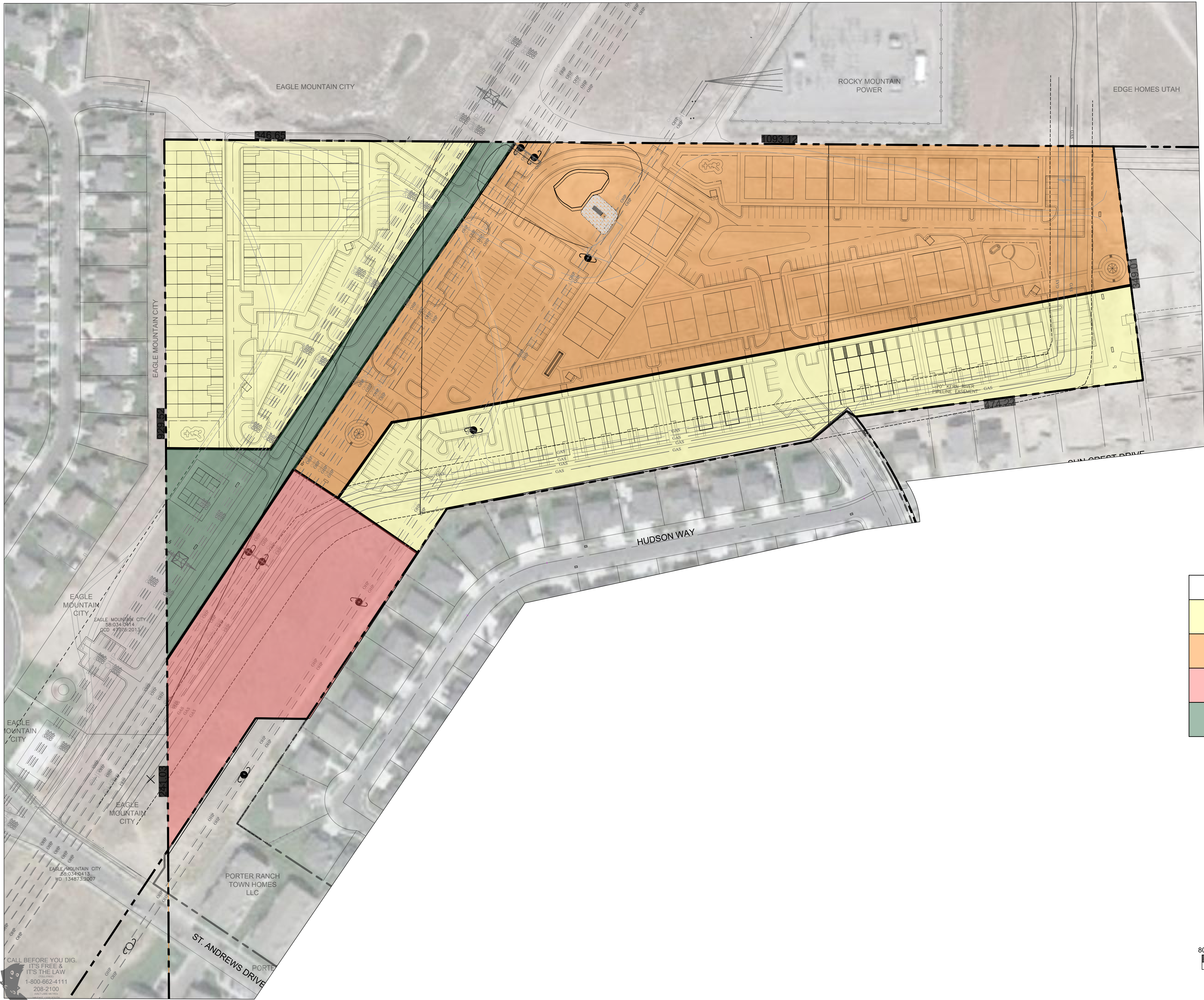
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DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2022

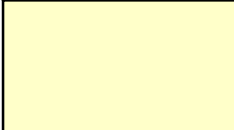
CLIENT: SK HART MANAGEMENT
DWG: EXISTING AMENDED EXHIBITS.DWG
PROJECT: PORTER'S CROSSING TOWN CENTER
JOB No: 3RD AMENDMENT
DO NOT SCALE THIS DRAWING. DRAWING IS PRODUCED BY LSS PROJECTS INC. UNLESS OTHERWISE NOTED. HAVE PREVIOUS

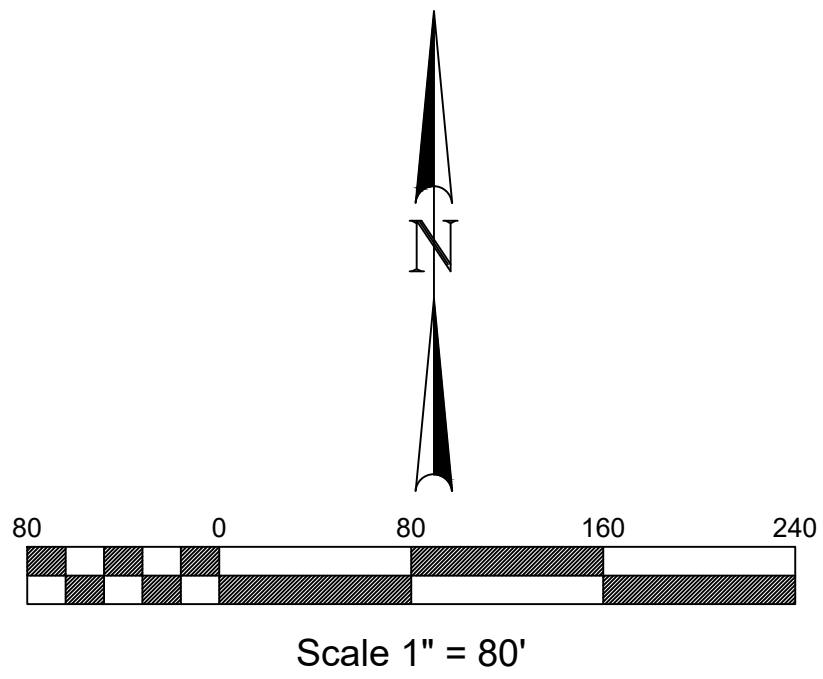


231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801.487.8040

PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
LEGAL DESCRIPTION
(RESIDENTIAL AND COMMERCIAL)



ZONING DESIGNATION	
	MF1
	MF2
	CN
	OS-I



PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
PROPOSED ZONING

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040

CLIENT: SK HART MANAGEMENT
DWG: PROPOSED ZONING MAP DWG
JOB No: 380 AMMENDMENT
DATE: 11/09/2022

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT

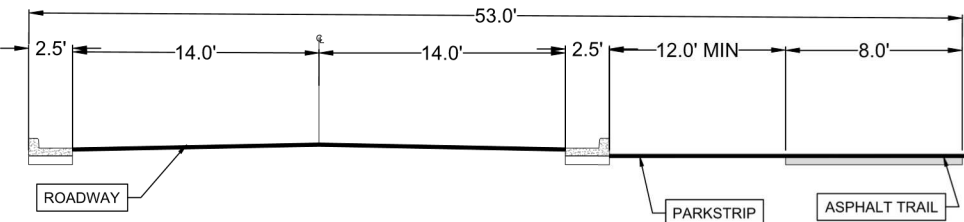
REVISIONS

SHEET

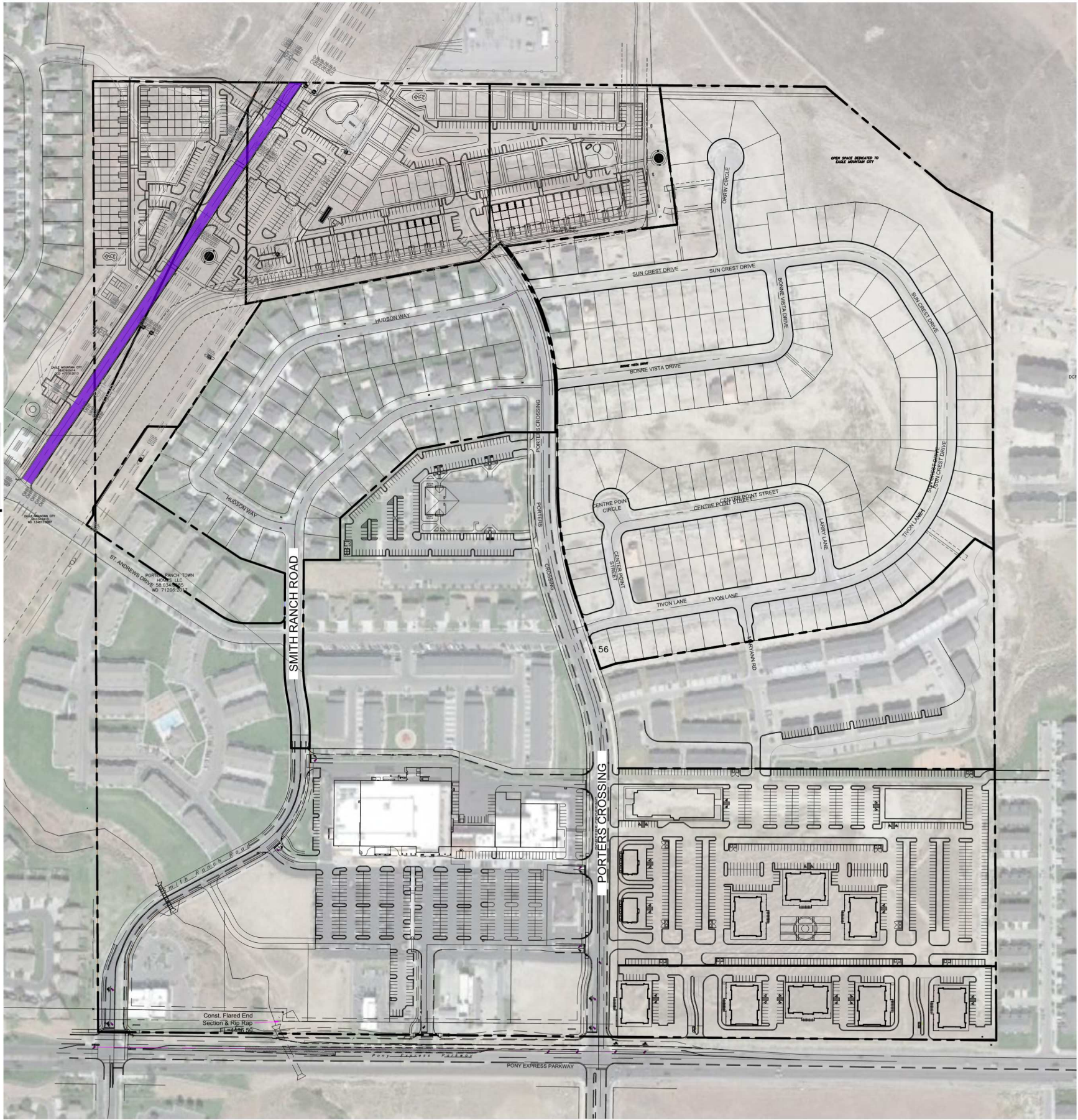
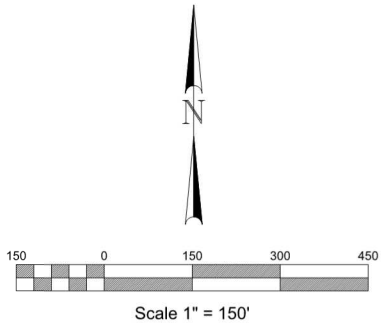


LEGEND

PROPOSED STREET



MODIFIED LOCAL STREET(PUBLIC ROAD) SECTION
NTS



PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
PROPOSED STREET PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040

CLIENT: SK HART MANAGEMENT
DWG: STREET PLAN/DWG
PORTER'S CROSSING
JOB No: 3RD AMENDMENT
DATE: 10/25/2022

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2022

REVISIONS

SHEET

EX-04

FILENAME: O:\Pony Express Land Development\Eagle Mountain Porters Crossing Full Site\Concept Plan Application\Design\Bases\Working\2022-10-25-Landscape & Trails.dwg
TAB: EX-05
PLOT DATE AND TIME: 10/25/2022 10:46 AM



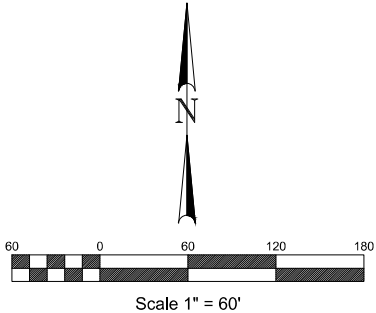
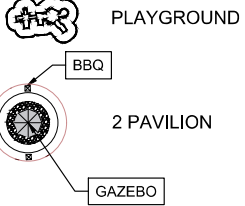
LANDSCAPE TABLE			
LANDSCAPE TYPE	AREA (SF)	AREA (AC)	PERCENT LANDSCAPE
IMPROVED LANDSCAPE	180,743 SF	4.1 AC	18%
NATURAL LANDSCAPE	134,754 SF	3.1 AC	14%
TOTAL AREA	315,497 SF	7.2 AC	32%
PRIVATE LANDSCAPE	25,958 SF	0.59 AC	3%
GROUND TOTAL	341,455 SF	7.79 AC	35%

NEW PARK TRAILS	
TRAIL TYPE	LF
8 FT. TRAIL	4,196

AMENITIES TABLE	
AMENITIES	QUANTITY OF AMENITIES
PICKLE BALL COURT	1
PLAY GROUND	2
BENCH	9
TRASH CAN	4
CLUB HOUSE	1
GAZEBO	2
DOG MESS BAG DISPENSER	4
CHARCOAL BBQ	4
PARK	20,458 SF
COMMUNITY PARK	1.00 AC

LEGEND

- PROPOSED PROJECT BOUNDARY
- EASEMENT LINES
- PROPOSED LOT LINE
- PROPOSED FENCE
- 10 FT. CROSS WALK
- 8 FT. TRAIL
- IMPROVED LANDSCAPE
- NATURAL LANDSCAPE
- PRIVATE LANDSCAPE
- AMENITIES
- BENCH
- TRASH CAN
- DOG MESS BAG DISPENSER



PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
PARK AND OPEN SPACE
CONCEPT PLAN

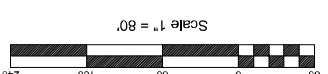
CLIENT: SK HART MANAGEMENT
DWG: 2022-10-25-LANDSCAPE & TRAILS
JOB NO: 3RD AMENDMENT
DRAWING IS RESERVED FOR THE PROJECT ONLY
PH: 801.487.8040

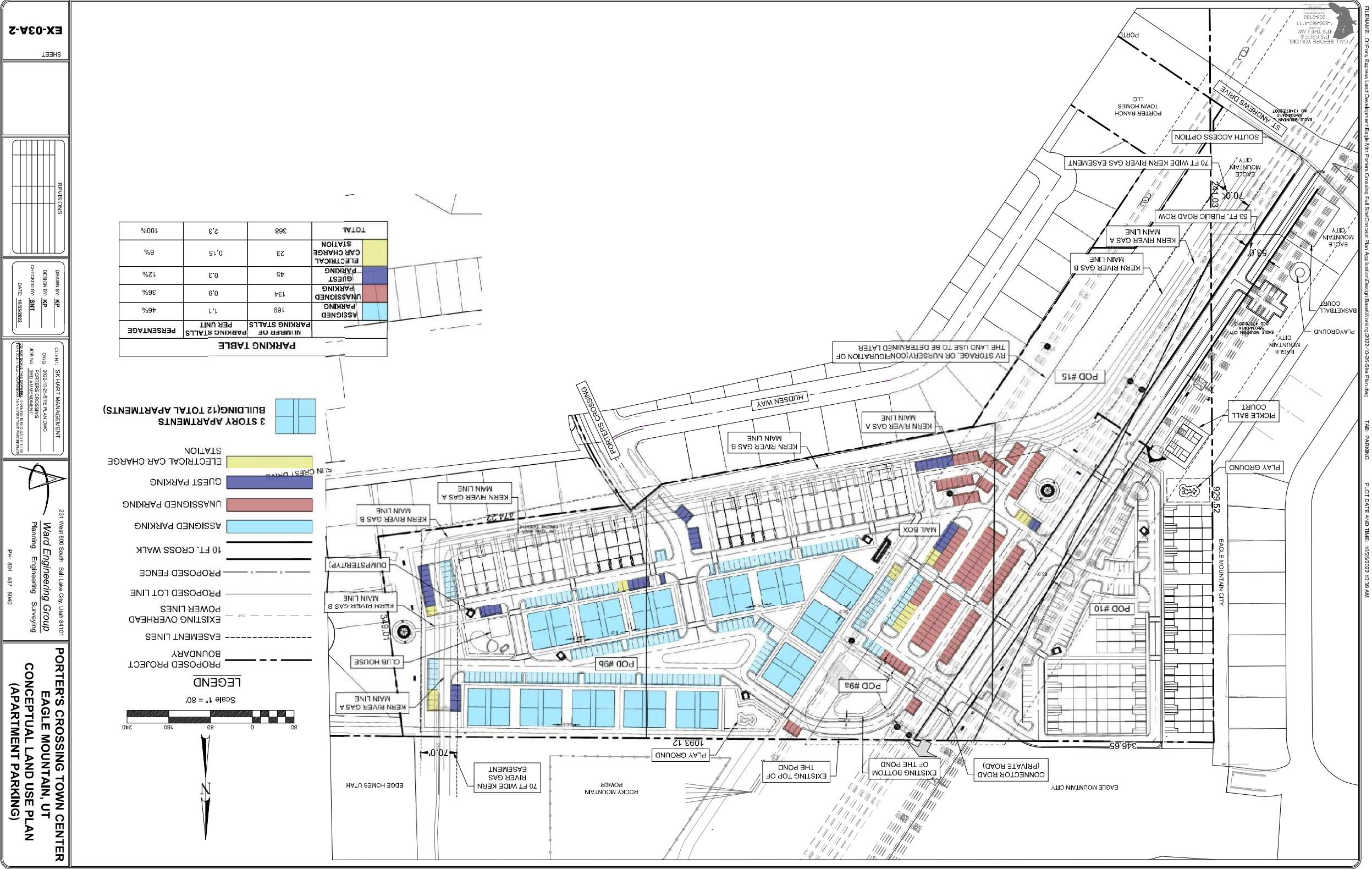
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DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2022

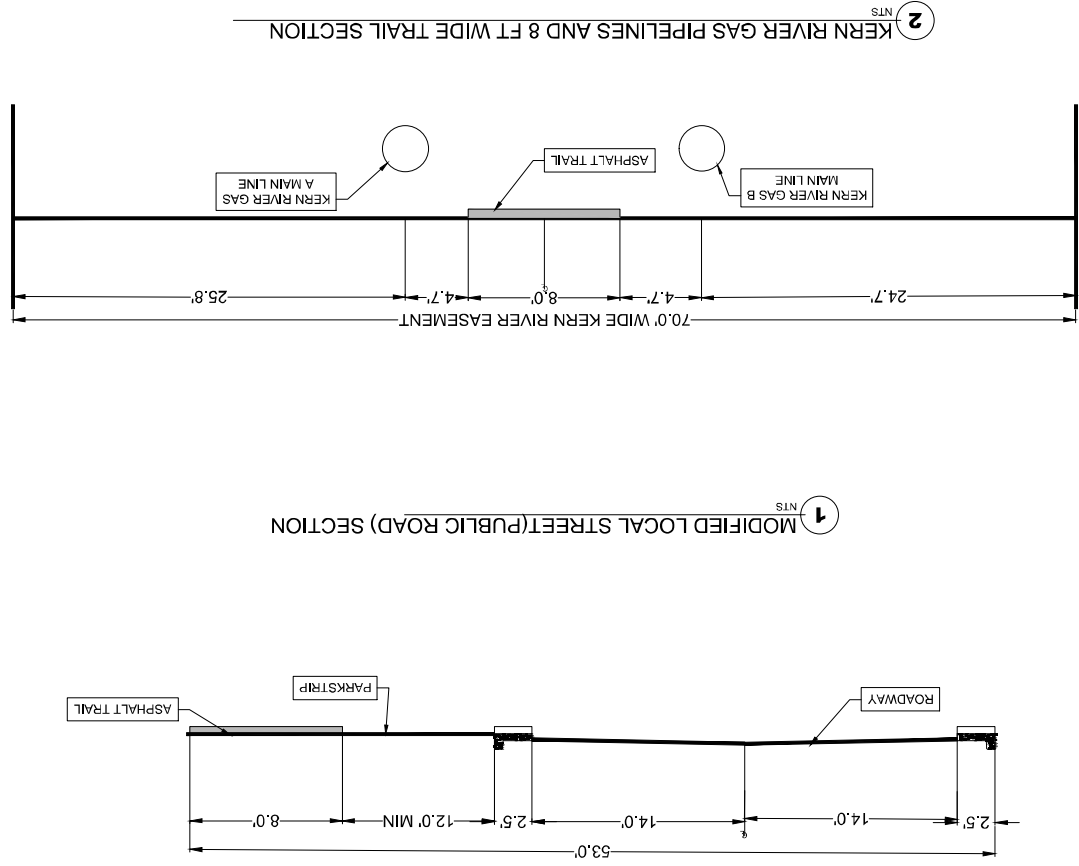
REVISIONS

SHEET

EX-05







EX-03A-3

SHEET

REVISIONS	

DRAWN BY
KP

DESIGN BY
KP

CHECKED BY
SNT

DATE
10/25/2022

CLIENT: SKYHART MANAGEMENT

DWG: 2022-10-25-SITE PLAN.DWG

JOB NO: 2022-10-25-SITE PLAN.DWG

PROJECT: SKYHART MANAGEMENT

PROJECT NAME: PORTERS CROSSING EAGLE MOUNTAIN, UT

231 West 800 South, Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801.467.8040

PORTER'S CROSSING TOWN CENTER

EAGLE MOUNTAIN, UT

CONCEPTUAL LAND USE PLAN

TYPICAL SECTIONS

EXHIBIT B - Encroachment Specifications

- [illegible]

[illegible]

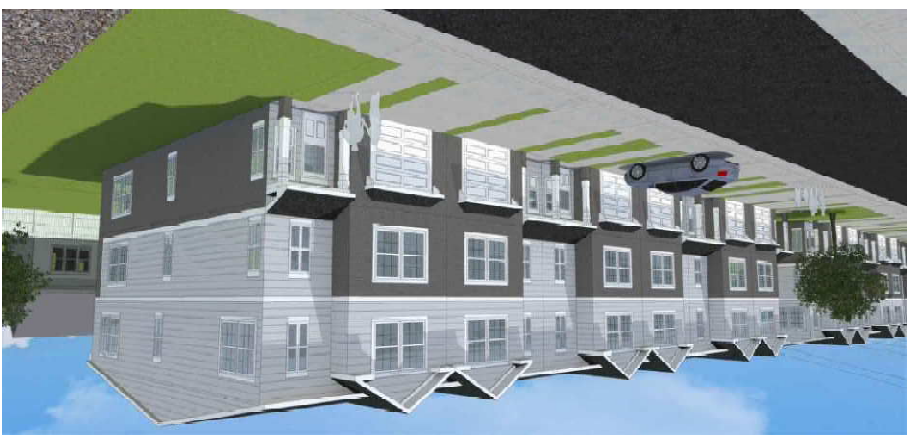
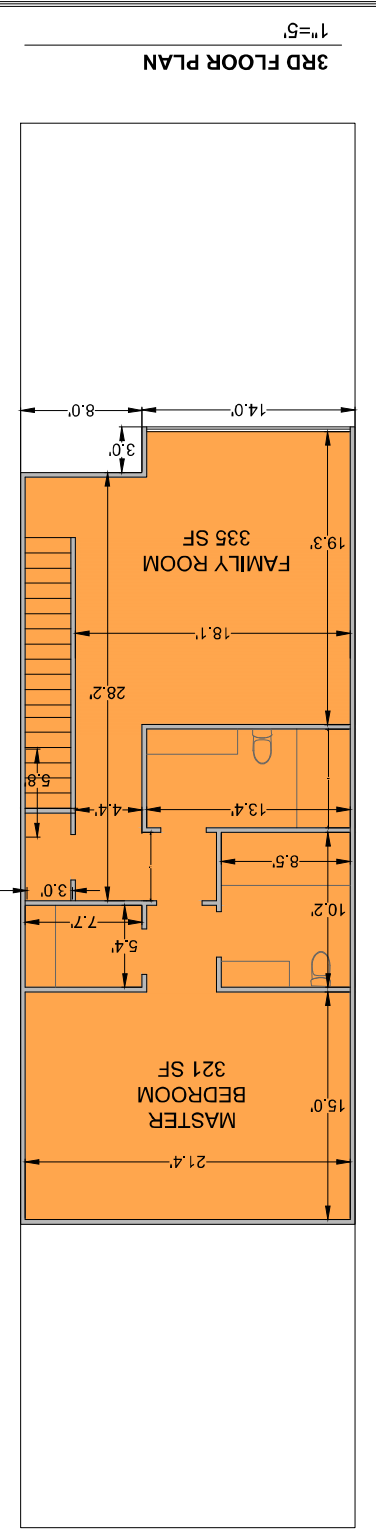
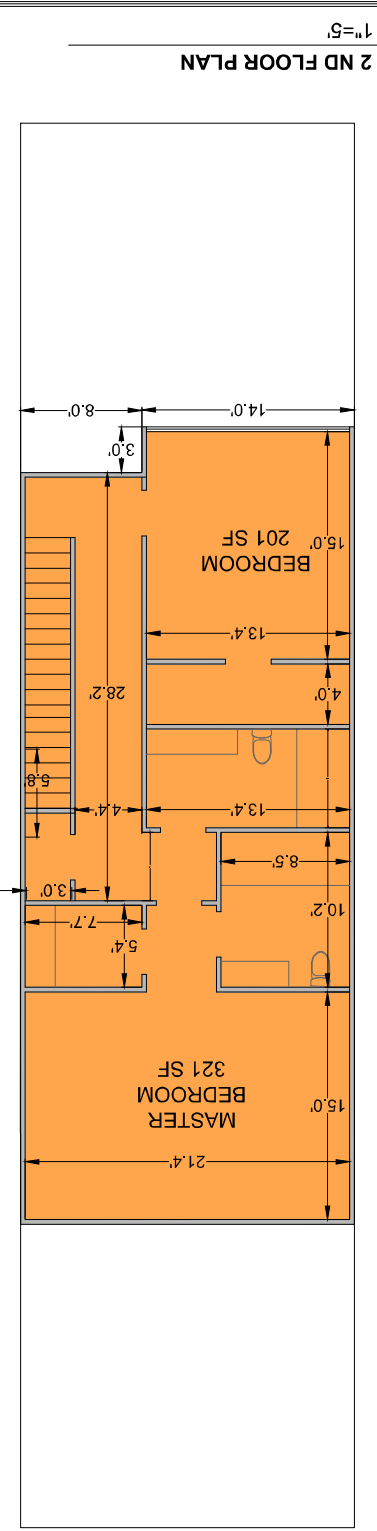
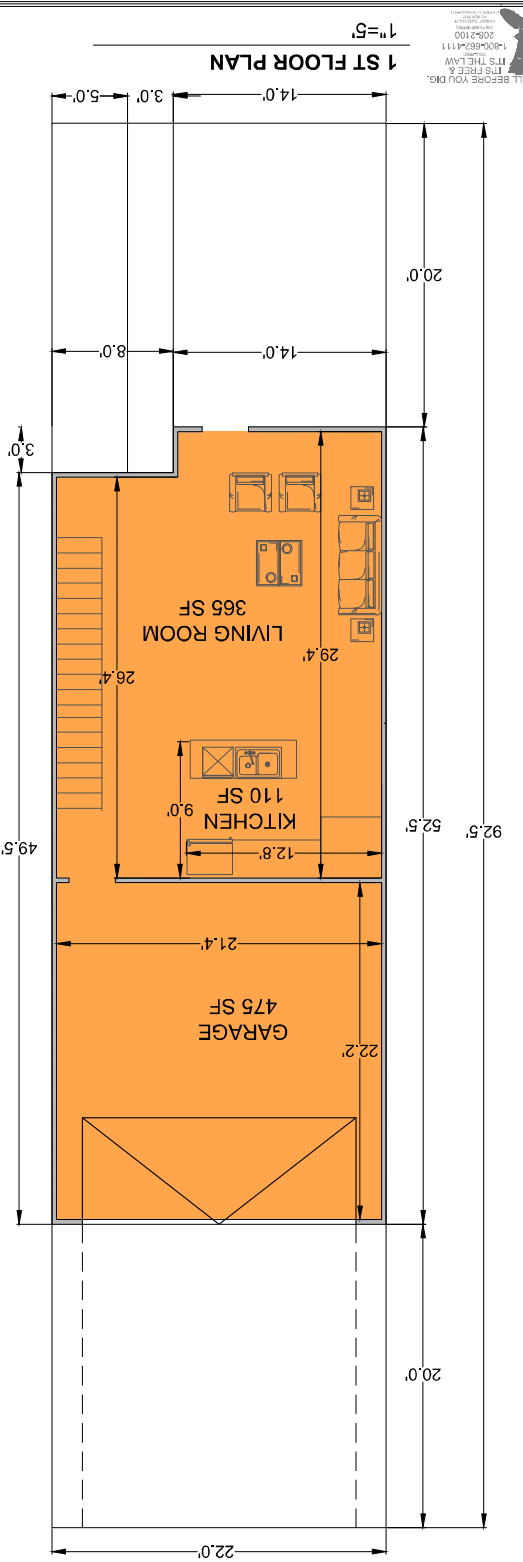
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DESIGN BY: KP
CHECKED BY: SNT
DATE: 10/25/2022

CLIENT: **SK HART MANAGEMENT**
 DWG: **2022-10-29-SITE PLANDWG**
 JOB No: **PORTERS CROSSING**
3RD AMMENDMENT



West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
 Planning Engineering Surveying

**PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
KERN RIVER SPECS.**



REVISIONS

DESIGN BY
KP

CHECKED BY
SNT

DATE
10/26/2022

CLIENT: SKYHART MANAGEMENT

DWG: PORTERS CROSSING PLANNING

JOB NO: 2023-10-25-SITE PLAN.dwg

PROJECT NAME: PORTERS CROSSING PLANNING AND CONCEPT PLAN

231 West 800 South, Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

PH: 801.467.8840

PORTER'S CROSSING TOWN CENTER

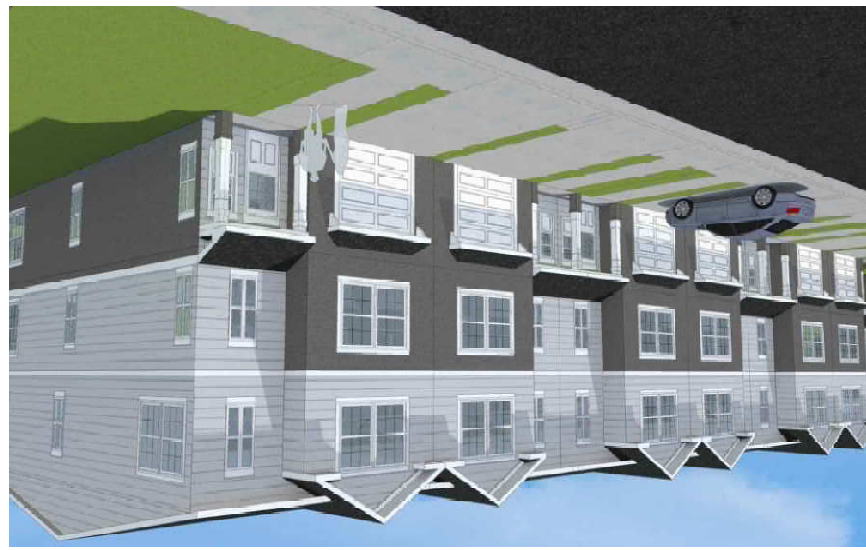
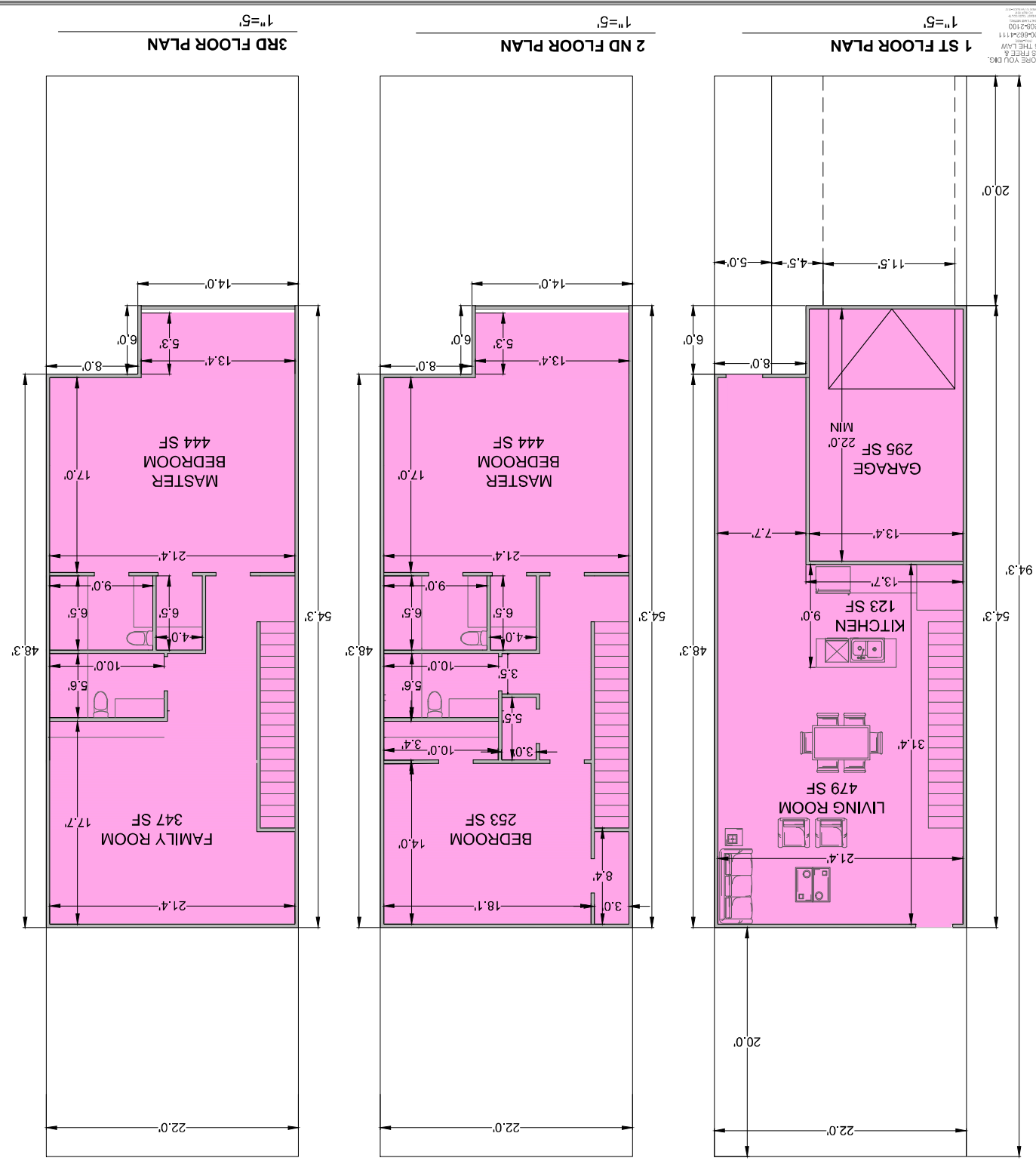
EAGLE MOUNTAIN, UT

CONCEPTUAL LAND USE PLAN

(2 CAR GARAGE, ALLEY LOADED)

EX-03A-5

SHEET



VIEW 1
NTS

PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
(1 CAR GARAGE, FRONT LOADED)

231 West 800 South, Salt Lake City, Utah 84101
Weid Engineering Group
Planning Engineering Surveying
PH: 801.467.8840

CLIENT: SKYHART MANAGEMENT
DIV: PORTERS CROSSING
JOB NO: 2023-10-24 SITE PLAN.dwg
DESIGNER: JACOB W. HARRIS
CHECKED BY: JACOB W. HARRIS
DATE: 10/25/2023

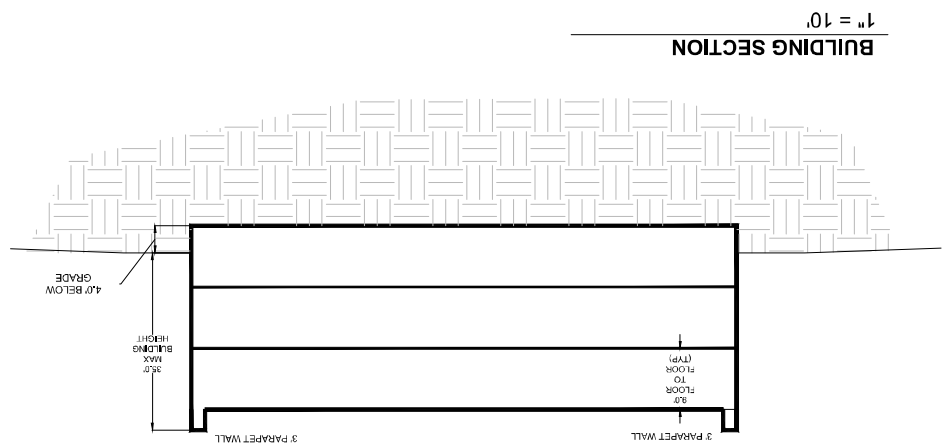
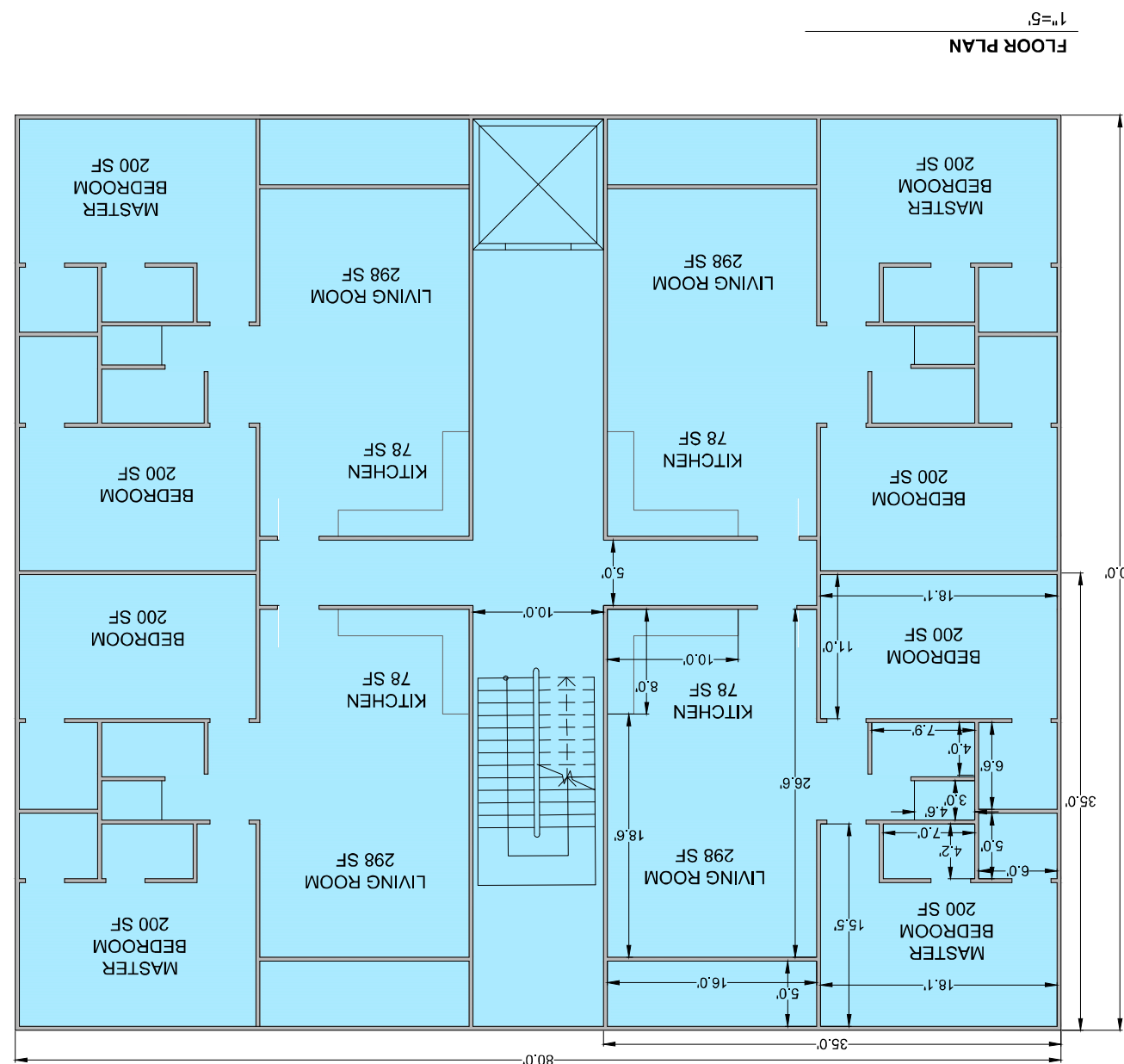
DESIGNED BY: KP
CHECKED BY: SNT
DATE: 10/25/2023

REVISIONS

EX-03A-6
SHEET



FILENAME: O'Reary Express Land Development Eagle Mtn Porters Crossing Full Site Concept Plan Application Design Based Working 2023-10-24 Site Plan.dwg
TAB: APARTMENTS 3 STORY
PLOT DATE AND TIME: 10/25/2023 10:41 AM



EX-03A-7

SHEET

REVISIONS	

DESIGNED BY: KP

CHECKED BY: SNT

DATE: 10/25/2023

CLIENT: SKYHART MANAGEMENT

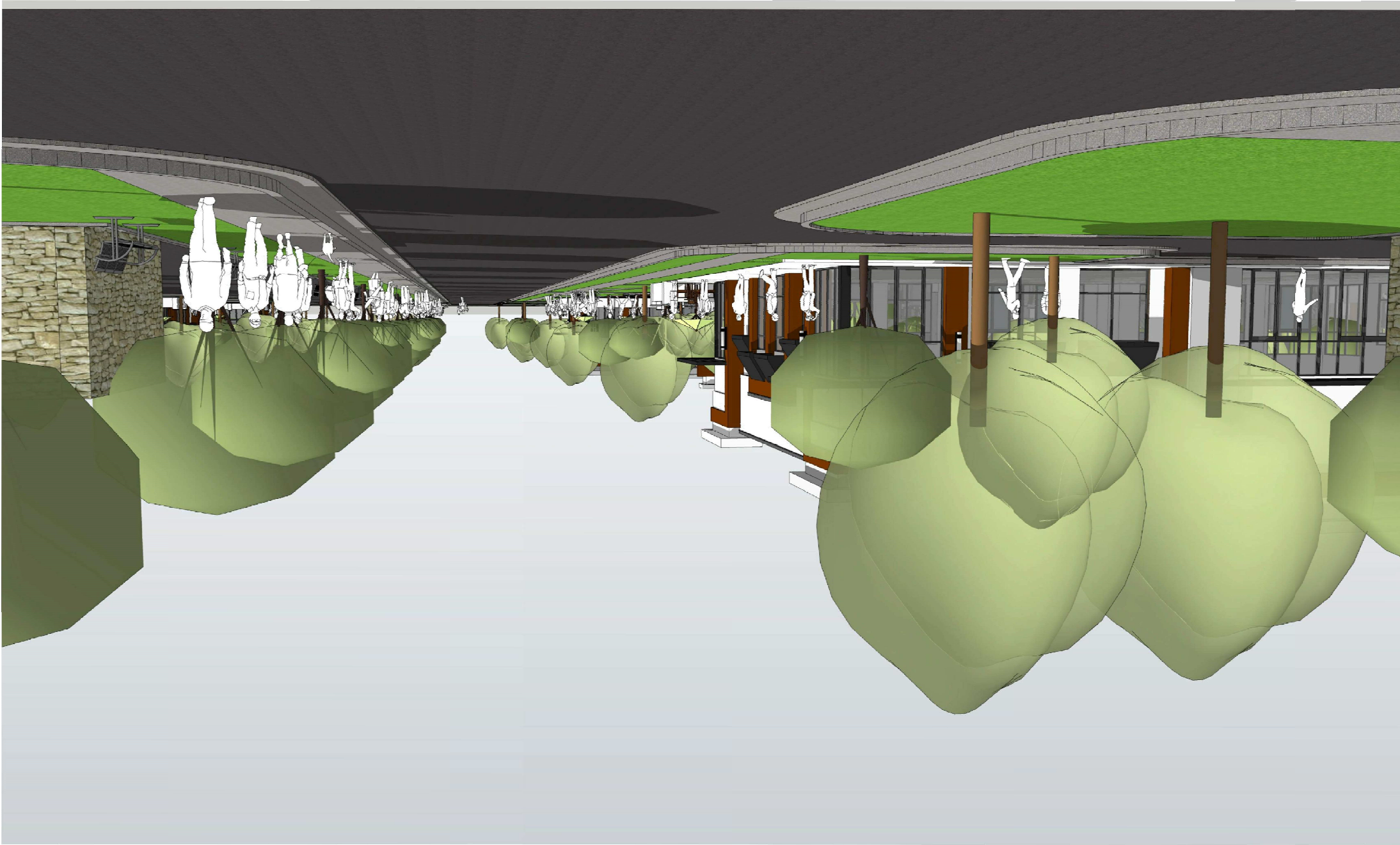
DRWG: PORTERS CROSSING CONCEPTUAL LAND USE PLAN

JOB NO: 231 WEST 800 SOUTH

PROJECT NAME: PORTERS CROSSING CONCEPTUAL LAND USE PLAN

231 West 800 South, Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801.467.8040

PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
(APARTMENT 3 STORY, 12 UNITS)



PORTERS CROSSING CONCEPT IMAGE
1/2" = 1' SCALE

PORTER'S CROSSING
EAGLE MOUNTAIN, UT
CONCEPTUAL LAND USE PLAN
COMMERCIAL AREA

EX-03B-3

A901

DRAWING NUMBER

###

PROJECT PHASE

CONCEPT

DATE

PROJECT NUMBER

PROJECT NAME

PROJECT LOCATION

PROJECT OWNER

PROJECT ARCHITECT

PROJECT ENGINEER

PROJECT LANDSCAPE ARCHITECT

PROJECT CIVIL ENGINEER

PROJECT ELECTRICAL ENGINEER

PROJECT MECHANICAL ENGINEER

PROJECT PLUMBING ENGINEER

PROJECT STRUCTURAL ENGINEER

PROJECT TRANSPORTATION ENGINEER

PROJECT WATER RESOURCES ENGINEER

PROJECT ENVIRONMENTAL ENGINEER

PROJECT HISTORIC PRESERVATION

PROJECT ARCHITECTURAL HISTORIC

PROJECT LANDSCAPE ARCHITECTURAL

PROJECT CIVIL ENGINEERING

PROJECT ELECTRICAL ENGINEERING

PROJECT MECHANICAL ENGINEERING

PROJECT PLUMBING ENGINEERING

PROJECT STRUCTURAL ENGINEERING

PROJECT TRANSPORTATION ENGINEERING

PROJECT WATER RESOURCES ENGINEERING

PROJECT ENVIRONMENTAL ENGINEERING

PROJECT HISTORIC PRESERVATION

PROJECT ARCHITECTURAL HISTORIC

PROJECT LANDSCAPE ARCHITECTURAL

PROJECT CIVIL ENGINEERING

PROJECT ELECTRICAL ENGINEERING

PROJECT MECHANICAL ENGINEERING

PROJECT PLUMBING ENGINEERING

PROJECT STRUCTURAL ENGINEERING

PROJECT TRANSPORTATION ENGINEERING

PROJECT WATER RESOURCES ENGINEERING

PROJECT ENVIRONMENTAL ENGINEERING

PROJECT HISTORIC PRESERVATION

PROJECT ARCHITECTURAL HISTORIC

PROJECT LANDSCAPE ARCHITECTURAL

PROJECT CIVIL ENGINEERING

PROJECT ELECTRICAL ENGINEERING

PROJECT MECHANICAL ENGINEERING

PROJECT PLUMBING ENGINEERING

PROJECT STRUCTURAL ENGINEERING

PROJECT TRANSPORTATION ENGINEERING

PROJECT WATER RESOURCES ENGINEERING

PROJECT ENVIRONMENTAL ENGINEERING

PROJECT HISTORIC PRESERVATION

PROJECT ARCHITECTURAL HISTORIC

PROJECT LANDSCAPE ARCHITECTURAL

PROJECT CIVIL ENGINEERING

PROJECT ELECTRICAL ENGINEERING

PROJECT MECHANICAL ENGINEERING

PROJECT PLUMBING ENGINEERING

PROJECT STRUCTURAL ENGINEERING

PROJECT TRANSPORTATION ENGINEERING



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	MOTION - Consideration of Waiver of Tax Clearance for the Dedication of Public Open Space.		
ITEM TYPE:	Motion		
FISCAL IMPACT:			
APPLICANT:	Nate Shipp - DAI		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends that the City Council consider the waiver of payment of property taxes for Utah County Parcel IDs 58:040:0442, 58:040:0476, 58:040:0479, 58:040:0512, 58:040:0539, 58:040:0544, 58:040:0546, and 58:040:0547 for the dedication of open space property to the City.

BACKGROUND:

Utah County Parcel IDs 58:040:0442, 58:040:0476, 58:040:0479, 58:040:0512, 58:040:0539, 58:040:0544, 58:040:0546, and 58:040:0547 are part of the Evans Ranch development, and according to the Evans Ranch Master Development Agreement, were to be dedicated to the City as open space. The parcels were not included in the subdivision platting process and the developer contacted the City in 2020 and requested to deed the property to the City. However, there had been several complaints from residents in the Evans Ranch development about the condition of the property and staff was directed by the Administration to hold off on accepting the property until the maintenance issues had been resolved and there was a plan in place for improvements. Staff has been in recent contact with the developer who is anxious to deed the property to the City and has requested that the City waive the requirement to have the accrued property taxes paid prior to recording. The total amount owed to Utah County is \$9,579.72.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

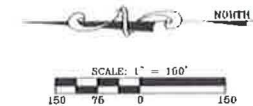
ATTACHMENTS:

[Evans Ranch Parcels Taxes Due](#)

[Evans Ranch MDA Approved Parks Plan](#)

[Vicinity Map](#)

Parcel Number	2020 Tax Balance	2021 Tax Balance	2022 Tax Balance	Total Due
58:040:0442	\$526.34	\$602.23	\$662.29	\$1,790.86
58:040:0476	\$479.63	\$549.05	\$604.39	\$1,633.07
58:040:0479		\$550.22	\$605.27	\$1,155.49
58:040:0512		\$280.14	\$304.39	\$584.53
58:040:0539		\$491.26	\$540.36	\$1,031.62
58:040:0544		\$552.52	\$607.90	\$1,160.42
58:040:0546		\$502.82	\$553.51	\$1,056.33
58:040:0547		\$555.99	\$611.41	\$1,167.40
Balance Due as of 11.15.2022:				\$9,579.72



SUMMARY TABULATIONS

PRIVATE CHURCH / SCHOOL	13.12 AC
PRIVATE TOWNHOME OPEN SPACE	0.54 AC
PRIVATE SINGLE FAMILY OPEN SPACE	7.08 AC
PUBLIC OPEN SPACE	8.71 AC
TICKVILLE WASH	6.41 AC

POOL	1 EA
BENCH	8 EA
SHADE STRUCTURE	1 EA
1/2 BASKETBALL COURT	2 EA
TREES	195 EA
ASPHALT TRAIL	5,573 LF
PLAYGROUND EQUIPMENT	\$80,000
LIGHT BOLLARDS	24 EA

LEGEND

PRIVATE SINGLE FAMILY OPEN SPACE



PUBLIC OPEN SPACE



CHURCH



SCHOOL



TOWNHOMES



SINGLE FAMILY COTTAGES



1080 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84085
(801) 495-3414

REVISIONS

1	
2	
3	
4	
5	

LEI PROJECT #
2012-1845

DRAWN BY:
BLS

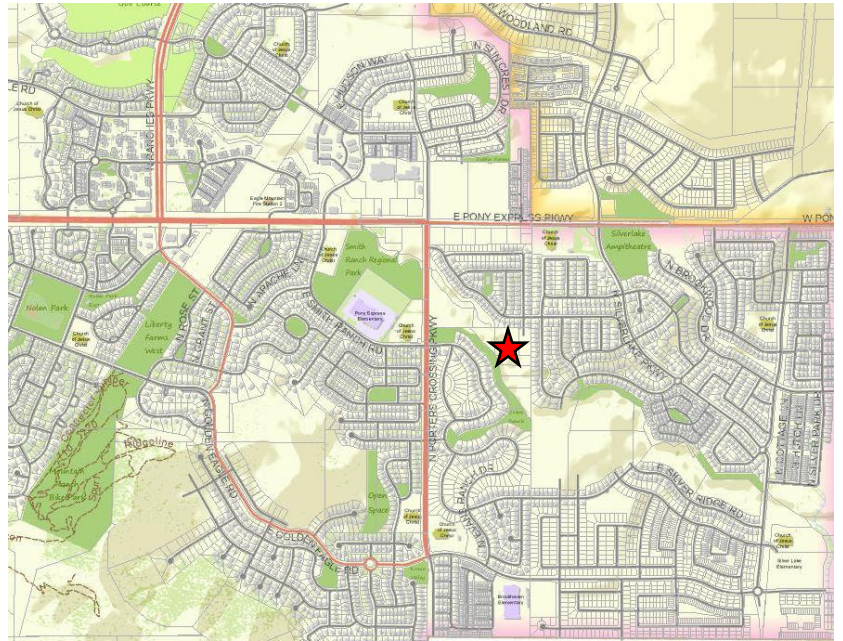
CHECKED BY:
GDM

SCALE:
1" = 150'

DATE:
4/12/2017

EXHIBIT

Vicinity Map





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	AGREEMENT - Public Water Supply Agreement Between Eagle Mountain City, Utah and Oquirrh Wood Ranch, LLC.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:	Oquirrh Wood Ranch, LLC		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Paul Jerome, Admin

PRESENTED BY:

City Administrator Paul
Jerome

RECOMMENDATION:

Staff recommends that the City Council consider the Public Water Supply Agreement Between Eagle Mountain City, Utah and Oquirrh Wood Ranch, LLC.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Water Purchase Agreement--Nov. 9 - 4884-0627-8206](#)

WATER PURCHASE AGREEMENT

This WATER PURCHASE AGREEMENT (“Agreement”) is made and entered as of the 15th day of November, 2022 (the “Effective Date”), by and between Eagle Mountain City, a political subdivision of the State of Utah and Oquirrh Wood Ranch, LLC, a Utah limited liability company (“OWR”). The City and OWR are collectively referred to as the “Parties” and, individually as a “Party”.

RECITALS

A. The City has entered into an agreement with the Central Utah Water Conservancy District (“District”) on February 24, 2016 entitled “AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN CENTRAL UTAH WATER CONSERVANCY DISTRICT AND EAGLE MOUNTAIN CITY FOR SALE OF CWP MUNICIPAL AND INDUSTRIAL WATER” (which was an amendment and restatement of a prior agreement from 2009 between the same parties commonly referred to as the “A2 Agreement”). This 2016 Amended and Restated Agreement is referred to herein at the “Amended A2 Agreement” and is attached hereto as Exhibit “A”. The Amended A2 Agreement provides for the City to purchase over time up to 11,500 acre feet of Municipal and Industrial water (“M&I Water”) at varying prices and subject to the terms of the Amended A2 Agreement.

B. The City has entered into an agreement with the District on April 26, 2017 entitled “FOURTH AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN CENTRAL UTAH WATER CONSERVANCY DISTRICT AND EAGLE MOUNTAIN CITY FOR SALE OF CWP MUNICIPAL AND INDUSTRIAL WATER” (which was a fourth amendment and restatement of various prior agreements originating from 2008 between the same parties originally referred to as the “2,500 Gallon Agreement”). This 2017 Amended and Restated Agreement is referred to herein at the “1,800 AF Agreement” and is attached hereto as Exhibit “B”. The 1,800 AF Agreement provides for the City to purchase over time up to 1,800 acre feet of M&I Water at varying prices and subject to the terms of the 1,800 AF Agreement (the amount of water available for purchase having been reduced from the 2,500 Gallon Agreement of 2009).

C. The total amount of M&I Water available for purchase by the City from the District pursuant to the Amended A2 Agreement and the 1,800 AF Agreement is, thus, 13,300 acre feet (“Total CUP Water”).

D. As of the date of this Agreement the City has either purchased from the District or committed to other potential users within the City to purchase the total amount of approximately 7,000 acre feet leaving available for future purchase approximately 6,300 acre feet as shown on Exhibit “C”.

E. The price for the City to acquire M&I Water from the District pursuant to the Amended A2 Agreement and the 1,800 AF Agreement varies over time, and the price that the City charges for the M&I Water varies over time. The City currently charges for the M&I Water based on the amount of the one-time development fee and the net present value of the capital recovery component of the annual fee for the takedown year for which the City has available water under the Amended A2 Agreement (the “Water Purchase Price Methodology”). A chart showing the purchase price for each takedown year based on the Water Purchase Price Methodology is attached hereto as “Exhibit “D” (the “Takedown Schedule”). For example, as of the Effective Date, the City is selling water for takedown year 2030-2031, which results in a price of \$18,341.00. If the City sold all the water available for 2030-2031, the City would then sell water for 2031-2032, which would be at a price of \$18,262.00.

F. OWR desires to purchase 4,000 acre feet of the Total CUP Water (“Purchased 4,000 AF”) subject to the terms expressed below.

G. In order to facilitate the Purchased 4,000 AF the City will need to obtain a further agreement with the CWP for an additional 1,000 acre feet (“the Additional 1,000 AF”) in order to have water to service other potential users.

H. OWR owns a well for culinary water in Pole Canyon which is identified in the records of the Utah State Engineer as Well Permit # _____ (“Well”). The Well, and the real property on which is located are more fully detailed in Exhibit “E”.

I. As a part of this Agreement OWR will transfer ownership of the Well and the real property on which is located to the City subject to the provisions described in Section 5, below.

J. OWR owns or controls certain water rights as more fully specified in Exhibit “F” (“Owner’s Water Rights”).

K. As a part of this Agreement, OWR agrees to transfer ownership of the Owner’s Water Rights to the City subject to the “banking” provisions described in Section 6, below.

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

TERMS

1. **OWR Purchase of 4,000 acre feet.**

1.1. **Purchase.** OWR hereby covenants to purchase the Purchased 4,000 AF.

1.2. **Takedown Schedule.** OWR shall purchase:

- 1.2.1. 333 acre feet on or before January 2, 2023;
- 1.2.2. 333 acre feet on or before January 2, 2024;
- 1.2.3. 334 acre feet on or before January 2, 2025;
- 1.2.4. 333 acre feet on or before January 2, 2026;
- 1.2.5. 333 acre feet on or before January 2, 2027;
- 1.2.6. 333 acre feet on or before January 2, 2028;
- 1.2.7. 333 acre feet on or before January 2, 2029;
- 1.2.8. 333 acre feet on or before January 2, 2030;
- 1.2.9. 333 acre feet on or before January 2, 2031;
- 1.2.10. 333 acre feet on or before January 2, 2032;
- 1.2.11. 333 acre feet on or before January 2, 2033;

1.2.12. 336 acre feet on or before January 2, 2034;

1.2.13. The purchase dates above shall be adjusted to the next business day if the 2nd of any year falls on a weekend or holiday.

1.3. **Early Takedowns.** OWR can take down any greater amounts of the Purchased 4,000 AF on any earlier dates as, from time to time, OWR determines in its sole discretion.

1.4. **Credit for Excess Takedown.** If in any given year OWR takes down more than the required yearly minimum that excess amount of the Purchased 4,000 AF shall be credited against the next required future takedown or takedowns depending on the amount of the excess.

1.5. **The Water Purchase Price.** OWR shall pay the City the applicable water purchase price for any of the Purchased 4,000 AF based on the purchase price established in the City's Consolidated Fee Schedule as of the date that the Purchased 4,000 AF is taken down. For example, as of the Effective Date, the City is selling water for takedown year 2030-2031 based on the Takedown Schedule for the amount of \$18,341 per acre foot. The City reserves the right to adjust the Water Purchase Price Methodology and the water purchase price for all purchasers. However, if the water purchase price is more than 10% higher than the price reflect in the Takedown Schedule at any time in the 365 days preceding a scheduled takedown by OWR, OWR may, in its option, chooses to not takedown the water for that year. For example, OWR is required to takedown 334 acre feet on or before January 2, 2025. If the City sets the price of water (as reflected in the Consolidated Fee Schedule) more than 10% higher than price reflected in the Takedown Schedule at any time between January 3, 2024 and January 2, 2025, OWR may, at its option, not takedown the 334 acre feet required to be taken down on or before January 2 2025.

1.6. **Failure to Make Required Takedown.**

1.6.1. *Interest.* If OWR fails to make any takedown of the Purchased 4,000 AF as required hereunder OWR shall pay the City interest on the Water Purchase Price in the amount of the Zions Bank Prime Rate plus 3% per year until OWR purchases the water or OWR forfeits its right to purchase the water pursuant to Section 1.6.2.

1.6.2. *Forfeiture.* If OWR fails to make any required takedown, the City may, in its sole option, give Notice to OWR that if OWR does not cure the default by taking down the required amount of water and pay the accrued interest within thirty (30) days that OWR's right to purchase that takedown shall be forfeited. The rights of OWR to make any future takedowns shall not be affected by the forfeiture of any other takedown right.

1.6.3. *Development or Reimbursement Agreement.* OWR acknowledges and agrees that City may include in future development or reimbursement agreements with OWR, or any amendments to existing development or reimbursement agreements, a provision that makes breach of this Agreement an event of default under the development or reimbursement agreement.

2. **The Additional 1,000 AF.**

2.1. **Failure of 2024 Trigger.** If the City fails to obtain the Additional 1,000 AF before January 2, 2024 then the OWR may, in its sole discretion, take three years off from the takedown schedule

in Section 1.2. If this section is triggered, OWR, in its sole discretion, may give Notice to the City on or before November 1 of any year that OWR chooses to not takedown any water for the next year.

2.2. **Future Acquisition of the Additional 1,000 AF.** If the City obtains the Additional 1,000 AF after the January 2, 2024 trigger in Section 2.1 above then the right of OWR to take the hiatus in Section 2.1 shall terminate. If OWR has exercised any of its hiatus rights before the subsequent, post January 2, 2024 trigger, then the future takedowns shall be adjusted *pro rata* for any future takedowns to provide that the total Purchased 4,000 AF shall be completed by January 2, 2034.

3. **Economic Development.** One of the primary purposes for the City to enter into this Agreement is to provide OWR with guaranteed water to attract and develop commercial and industrial uses on the property owned by OWR. Accordingly, OWR shall not reduce the size of the Industrial Planning Areas in the Community Plan exhibit to the Amended and Restated Master Development Agreement between the parties (and others) without the written consent of the City.

4. **Responsibilities of the City.** The City shall take all actions necessary to ensure that the Amended A2 Agreement and the 1,800 AF Agreement remain in full force and effect with the District so that OWR may exercise its rights under this Agreement. If an agreement is entered into for the Additional 1,000 AF then City shall take all actions necessary to ensure that the agreement for the Additional 1,000 AF remains in full force and effect with the District so that OWR may exercise its rights under this Agreement. The City shall notify OWR of any proposed changes or modifications to the Amended A2 Agreement, the 1,800 AF Agreement or, if it is executed, the agreement for the Additional 1,000 AF. No changes to the Amended A2 Agreement, the 1,800 AF Agreement or, if it is executed, the agreement for the Additional 1,000 AF shall be agreed to by the City with the District that will impact in any material negative way any rights of OWR pursuant to this Agreement. If the City is ever in default of the Amended A2 Agreement, the 1,800 AF Agreement or, if it is executed, the agreement for the Additional 1,000 AF the City shall give notice to OWR of that default and assist OWR in stepping into the shoes of the City or otherwise protecting OWR's rights under this Agreement to the maximum extent legally permissible. Subject to the foregoing, City shall not be liable to OWR if the District is not able to provide the M&I Water or if the District terminates or amends the Amended A2 Agreement or the 1,800 AF Agreement through no fault of the City.

5. **Transfer of the Well.**

5.1. **Condition Precedent.** The City shall provide reasonable assurances to OWR that the City has sufficient funds available and budgeted to rehabilitate the Well to the City's standards or that the City has sufficient funds available and budgeted to complete a replacement well at the same location.

5.2. **Transfer of the Well.** Upon the City's satisfaction of the Condition Precedent in Section 5.1 OWR and the City's written request to OWR to transfer the Well to the City, OWR shall transfer to the City the Well and the real property on which the Well is located in the form attached as Exhibit "G".

5.3. **Failure of City to Satisfy Condition Precedent.** The failure of the City to satisfy the Condition Precedent in Section 5.1 and, thus, of the City to obtain ownership of the Well and the real property on which the Well is located, shall not affect the validity of this Agreement. The only consequence shall be that the City shall not obtain ownership of the Well and the real property on which the Well is located until the Condition Subsequent is later satisfied.

6. **Transfer of the Owner's Water Rights.** On or before January 2, 2034, OWR shall transfer the Owner's Water Rights to the City in the form of the City's standard "water banking" form attached as Exhibit "H". Any transfer, lease or forfeiture of the Owner's Water Rights by OWR prior to January 2,

2023 that would preclude OWR from complying with its obligation to transfer the Owner's Water Rights to the City shall be an event of default. Nothing in this Agreement shall be construed to obligate the City to accept the Owner's Water Rights and provide development credits in exchange for the Owner's Water Rights, provided that OWR shall not be in breach of this Agreement if City refuses to accept the Owner's Water Rights or provide development credits in exchange for the Owner's Water Rights.

7. **Default.**

7.1. **Event of Default.** If OWR or the City fails to perform their respective obligations hereunder or to comply with the terms hereof that shall be a "Default". Specifically, if OWR fails to pay the City the Water Purchase Price for any required takedown of the Purchased 4,000 AF more than one hundred eighty (180) days after the Water Purchase Price was due that shall be an event of Default.

7.2. **Notice.** The Party believing that a Default has occurred shall provide Notice to the other Party.

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

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

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

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

7.4. **Remedies.** The provisions of this Section shall not apply to a failure to make a required takedown payment as addressed in Section 1.6. For any other Default, the Parties may have as remedies all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance. These remedies shall be determined pursuant to the Dispute Resolution in Section 8.

8. **Dispute Resolution.** Any alleged Default shall be resolved as follows:

8.1. **Failure to make a required Periodic Purchase Payment.** OWR's failure to make a required purchase payment shall not be subject to the requirements of this Section.

8.2. **Meet and Confer regarding Default.** The Parties shall meet within fifteen (15) business days of any Notice of Default to resolve the issues specified in the Default.

8.3. **Mediation of Disputes.**

8.3.1. **Mediation Process.** If the City and OWR are unable to resolve a claimed Default the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Default. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Party disputing the claimed Default shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and

promptly attempt to mediate the claimed Default. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties nor admissible in any arbitration.

8.4. Arbitration of Claimed Default.

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

8.5. **Confirmation Order by District Court.** The determination of the arbitrator shall be confirmed by an Order of the Fourth District Court.

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

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

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To City: Eagle Mountain City
Attn: City Administrator
1650 East Stagecoach Run
Eagle Mountain, UT 84005
pjerome@emcity.org

9.1. **Effectiveness of Notice.** Any Notice shall be effective and shall be deemed delivered on the earlier of:

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

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

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

10. **Estoppel Certificate.** Upon twenty (20) days prior written request by OWR, the City will execute an estoppel certificate to any third party certifying that OWR at that time is not in default of the terms of this Agreement.

11. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

12. **No Third-Party Rights/No Joint Venture.** this Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

13. **Assignability.** The rights and responsibilities of Owner under this Agreement may be assigned in whole or in part by Owner with the consent of the City as provided herein.

13.1. **Related Entity.** Owners' transfer to any entity "related" to any Owners (as defined by regulations of the Internal Revenue Service) or Owners' entry into a joint venture or Owner's pledging of its rights under this Agreement as security for financing shall not be deemed to be an "assignment" subject to the above-referenced approval by the City. Owner shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

13.2. **Notice.** Owners and Master Developer shall give Notice to the City of any proposed assignment not subject to Section 12.1 and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

13.3. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

13.4. **Partial Assignment.** If any proposed assignment is for less than all of Owner's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Owner shall be released from any future obligations as to those obligations which are assigned but shall

remain responsible for the performance of any obligations that were not assigned.

13.5. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owner proposed to be assigned or there is an existing breach of an obligation owed to the City under this Agreement that has not either been cured or in the process of being cured in a manner acceptable to the City.

13.6. **Assignees Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

14. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

16. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

18. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and Owner shall each designate and appoint a representative to act as a liaison between the City and its various departments and Owner. The initial representative for the City shall be the City Administrator. The Owner's Representative shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

19. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

20. **Applicable Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.

22. **Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a

subsequent written amendment signed by all Parties.

23. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 2022.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

JEREMY COOK, City Attorney
Approved as to form and legality

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

TABLE OF EXHIBITS

Exhibit "A"	Amended A2 Agreement
Exhibit "B"	1,800 AF Agreement
Exhibit "C"	Table of Purchased or Committed the Total CUP Water
Exhibit "D"	Payment Pricing Schedule
Exhibit "E"	Well and the real property on which is located
Exhibit "F"	Owner's Water Rights
Exhibit "G"	Form of transfer of Well and the real property on which is located
Exhibit "H"	Form of Water Banking of the Owner's Water Rights



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Vision Statement, Mission Statement, and Strategic Goals.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY Citywide

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, adopting the Eagle Mountain City Vision Statement, Mission Statement, and Strategic Goals.

BACKGROUND:

Municipal governments across the nation use strategic planning to unify their organizations behind a vision they work to achieve. Strategic plans are made up of several components that require participation at different levels of government. Eagle Mountain City implemented its first major strategic plan in 2010, but there were flaws in the 2010 strategic plan that led to issues maintaining it in the long-term. Consequently, the strategic plan went through various revisions and important components were shed or negatively altered. Our strategic goals and have remained the same for a number of years and will likely continue to do so without correction. In 2021, City staff began working with the City Council to begin the process of an overhaul of the strategic plan and the strategic planning process. City Council was provided instruction on strategic planning in early 2022 and given opportunity to provide input on the creation of new strategic goals with the intent to create a new vision out of those strategic goals. Following the instruction and subsequent discussion, it was clear that some additional work needed to be done to draft the strategic goals. I met with City Council members individually, asking them identical questions to gain additional, individual, and

uninfluenced thoughts. This additional information was evaluated for common themes, desires, interests, etc. New strategic goals were drafted using this input, in addition to the input provided via a SWOT analysis in the recent City Council Visioning Conference. City Council was informed individually that the new strategic goals would be brought for review as a Council and that depending on the feedback of City Council, may be brought back to a future City Council meeting or put on hold for a future Strategic Planning workshop. A Strategic Planning workshop was ultimately determined to be the best course of action, and the workshop was held earlier this year, allowing the Mayor & Council to make revisions to the vision and strategic goals. The Mayor & Council provided significant feedback, and a process was established for providing direction and clarifying information to department heads to benefit them when establishing objectives/actions. Staff reviewed the guidance already provided by Council and made minor revisions to the Vision and Strategic Goals as seen before you.

ITEMS FOR CONSIDERATION:

Findings

The initial SWOT analysis conducted at the City Council Visioning Conference resulted in the following considerations.

Strengths	Weaknesses	Opportunities	Threats
Plenty of Land	Roads (Geography)	Outdoor Recreation	Development Imbalance
Trails Network	Overworked Staff	Learning from Others	Rapid Growth
Blank Canvas	Influence at State	Way of Life	Transportation Options
Families	Lack of Vision	Available Land	Lack of Water
Efficient	Residents being Heard	Aff. Housing Funds	State Legislature
Creative Problem Solving	Revenues		Inflation
Self-sufficient	Contracted Services		Unmanageable Traffic
	Economic Development		

Individual interviews with the City Council resulted in 185 recorded

responses. These responses were run through a word analyzer to find frequently used words. The following words appeared five or more times in the responses. The words are not listed in any particular order.

Innovation	Identity	Development
Recreation	Kids	Planning
Housing	Land	Police
Economic	Opportunity	Tax
Residents	Road	Standards
Water	Service	Strategy

These words were used to help initiate the search for common themes or interests. After reviewing responses in full, the word lists were expanded and grouped into the following categories. The number of categories was deliberately set to six to naturally transition into the ideal number of six strategic goals.

Category 1	Category 2	Category 3
Economic Development	Infrastructure	Communications
Business	Purple Pipe	Identity
Tax Base	Transportation	Service Standards
Commercial	Roads	Responsive
Goods	Water	Proactive
Employer	Replacement	Influence
Commerce	Maintenance	Families
		Heritage

Category 4	Category 5	Category 6
Planning	Recreation	Innovate
Code	Trails	Resources
Building	Open Space	Culture
Affordable Housing	Conservation	Prepared
Housing	Natural	Growth
Land	Preserve	Water
Generational		
Balance		

Strategic goals were created out of each category, with the intent to capture as many of the included words as possible either directly or indirectly.

The feedback from City Council regarding concerns of how strategic goals are drafted, followed by the approach used to obtain responses from Council required an adjustment to how the strategic goals were drafted. Generally, the strategic goals are given short descriptive titles which are then followed up by statements that indicate the intended outcome of the goal. Using this method allows City leadership to provide more specific direction through the strategic goals.

Recommendation

The following draft goals were created with the intent to include as much City Council input as possible. Staff recommends that City Council issue a resolution certifying these draft Strategic Goals and Vision with any minor adjustments as seen fit.

Strategic Vision: Eagle Mountain is a safe, growing city with a small town feel that serves families and individuals by creating reliable services and infrastructure, cultivating economic and recreational opportunities, and harmonizing protected space with the flourishing of all life.

Strategic Goals:

1. Diverse Economic Growth. Eagle Mountain is home to businesses of all sizes spanning several industries resulting in an expanded tax base, convenient access for all residents to essential goods and services, and growth of employment opportunities for workers at any stage of their careers.

2. Robust infrastructure Networks. Eagle Mountain has expanded its infrastructure capacities to comfortably accommodate the demands of a larger population by improving transportation connections and infrastructure standards alongside state and regional partners, augmenting network capabilities, and implementing maintenance and replacement programs for all infrastructure.

3. Unique Reputational Evolution. Eagle Mountain is known and respected for its commitments toward, and achievements in, meeting the expectations of residents through efforts to embrace its family-centric and rural heritage, engaging in creative solutions to accomplish its goals, and its contributions to the prosperity of the

state.

4. Proactive Generational Planning. Eagle Mountain is a balanced, intergenerational city that has proactively managed its growth, resulting in homeownership opportunities for residents; a redundant and reliable water supply; and the creation of gathering places and amenities that provide for the social, educational, recreational, and health care needs of its residents.

5. Interactive Environmental Stewardship. Eagle Mountain has interlaced the preservation of the natural environment; the protection of native wildlife; and the promotion of outdoor recreation through the expansion of permanent, convenient, and interconnected trail networks; conservation of open spaces, natural features, and wildlife; and protection of historic sites significant to our cultural heritage

6. Dynamic Service Enhancement. Eagle Mountain is a full-service community that delivers extraordinary services and amenities to residents by attracting and retaining passionate employees, innovating throughout the organization to increase efficiency and remain fiscally conservative, and developing highly responsive communication channels to improve resident experiences.

Next Steps

Following the approval of a resolution of the Vision and Strategic Goals, staff will undergo the labor of creating objectives, actions, and performance measures that work to accomplish the strategic goals. A Strategic Plan document will be created to bring it all together and will be presented during presentations of the annual budget for approval.

REQUIRED FINDINGS:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

RES--City Vision Statement, Mission Statement, & Strategic Goals
EXHIBIT--City Vision Statement, Mission Statement, & Strategic
Goals
Strategic Planning Staff Report

RESOLUTION NO. R- - 2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING THE EAGLE MOUNTAIN CITY
VISION STATEMENT, MISSION STATEMENT, AND STRATEGIC GOALS**

WHEREAS, strategic planning is a disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does, and why it performs the services and programs it does; and

WHEREAS, there are numerous benefits to strategic planning, including increased organization effectiveness and efficiency, improved understanding through better learning, better decision making, enhanced organizational capabilities, and improved communications and public relations; and

WHEREAS, a City Vision Statement, Mission Statement, and Strategic Goals are needed to guide the City's budget process and to ensure that the City Council goals and priorities are clearly communicated to City staff and the public; and

WHEREAS, the City Council and staff have conducted strategic planning work sessions to determine the goals and priorities of the City; and

WHEREAS, the City Council has identified the City's Vision Statement, Mission Statement, and Strategic Goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City that the Vision Statement, Mission Statement, and Strategic Goals, as set forth in Exhibit A, are hereby approved.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of November, 2022.

EAGLE MOUNTAIN CITY

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 15th day of November, 2022.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

Eagle Mountain City 10-Year Vision Statement:

Eagle Mountain is a safe, growing city with a small town feel that serves families and individuals by creating reliable services and infrastructure, cultivating economic and recreational opportunities, and harmonizing protected space with the flourishing of all life.

Eagle Mountain City Mission Statement:

The Mission of Eagle Mountain City is to provide quality services, facilities, and opportunities that create, sustain, and enhance a safe, livable, and dynamic community for its residents, businesses, and visitors.

Eagle Mountain City 3- to 5-Year Strategic Goals:

1. Diverse Economic Growth.

Eagle Mountain is home to businesses of all sizes spanning several industries resulting in an expanded tax base, convenient access for all residents to essential goods and services, and growth of employment opportunities for workers at any stage of their careers.

2. Robust Infrastructure Networks

Eagle Mountain has expanded its infrastructure capacities to comfortably accommodate the demands of a larger population by improving transportation connections and infrastructure standards alongside state and regional partners, augmenting network capabilities, and implementing maintenance and replacement programs for all infrastructure.

3. Unique Reputational Evolution

Eagle Mountain is known and respected for its commitments toward, and achievements in, meeting the expectations of residents through efforts to embrace its family-centric and rural heritage, engaging in creative solutions to accomplish its goals, and its contributions to the prosperity of the state.

4. Proactive Generational Planning

Eagle Mountain is a balanced, intergenerational city that has proactively managed its growth, resulting in home-ownership opportunities for residents; a redundant and reliable water supply; and the creation of gathering places and amenities that provide for the social, educational, recreational, and health care needs of its residents.

5. Interactive Environmental Stewardship

Eagle Mountain has interlaced the preservation of the natural environment; the protection of native wildlife; and the promotion of outdoor recreation through the expansion of permanent, convenient, and interconnected trail networks; conservation of open spaces, natural features, and wildlife; and protection of historic sites significant to our cultural heritage

6. Dynamic Service Enhancement

Eagle Mountain is a full-service community that delivers extraordinary services and amenities to residents by attracting and retaining passionate employees, innovating throughout the organization to increase efficiency and remain fiscally conservative, and developing highly responsive communication channels to improve resident experiences.



EAGLE MOUNTAIN CITY

STAFF REPORT

NOVEMBER 15, 2022

Project: Strategic Plan, Vision & Strategic Goals
Applicant: Evan Berrett – Assistant to the City Administrator/Economic Development Director
Request: Approval
Type of Action: Resolution

Background

Municipal governments across the nation use strategic planning to unify their organizations behind a vision they work to achieve. Strategic plans are made up of several components that require participation at different levels of government. Eagle Mountain City implemented its first major strategic plan in 2010, but there were flaws in the 2010 strategic plan that led to issues maintaining it in the long-term. Consequently, the strategic plan went through various revisions and important components were shed or negatively altered. Our strategic goals have remained the same for a number of years and will likely continue to do so without correction.

In 2021, City staff began working with the City Council to begin the process of an overhaul of the strategic plan and the strategic planning process. City Council was provided instruction on strategic planning in early 2022 and given opportunity to provide input on the creation of new strategic goals with the intent to create a new vision out of those strategic goals. Following the instruction and subsequent discussion, it was clear that some additional work needed to be done to draft the strategic goals. I met with City Council members individually, asking them identical questions to gain additional, individual, and uninfluenced thoughts. This additional information was evaluated for common themes, desires, interests, etc. New strategic goals were drafted using this input, in addition to the input provided via a SWOT analysis in the recent City Council Visioning Conference. City Council was informed individually that the new strategic goals would be brought for review as a Council and that depending on the feedback of City Council, may be brought back to a future City Council meeting or put on hold for a future Strategic Planning workshop.

A Strategic Planning workshop was ultimately determined to be the best course of action, and the workshop was held earlier this year, allowing the Mayor & Council to make revisions to the vision and strategic goals. The Mayor & Council provided significant feedback, and a process was established for providing direction and clarifying information to department heads to benefit them when establishing objectives/actions. Staff reviewed the guidance already provided by Council and made minor revisions to the Vision and Strategic Goals as seen before you.

Findings

The initial SWOT analysis conducted at the City Council Visioning Conference resulted in the following considerations.

Strengths	Weaknesses	Opportunities	Threats
Plenty of Land	Roads (Geography)	Outdoor Recreation	Development Imbalance
Trails Network	Overworked Staff	Learning from Others	Rapid Growth
Blank Canvas	Influence at State	Way of Life	Transportation Options
Families	Lack of Vision	Available Land	Lack of Water
Efficient	Residents being heard	Aff. Housing Funds	State Legislature
Creative Prob. Solving	Revenues		Inflation
Self-Sufficient	Contracted Services		Unmanageable Traffic
	Econ. Development		

Individual interviews with the City Council resulted in 185 recorded responses. These responses were run through a word analyzer to find frequently used words. The following words appeared five or more times in the responses. The words are not listed in any particular order.

Innovation	Identity	Development
Recreation	Kids	Planning
Housing	Land	Police
Economic	Opportunity	Tax
Residents	Road	Standards
Water	Service	Strategy

These words were used to help initiate the search for common themes or interests. After reviewing responses in full, the word lists were expanded and grouped into the following categories. The number of categories was deliberately set to six to naturally transition into the ideal number of six strategic goals.

Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
Economic Dev.	Infrastructure	Communications	Planning	Recreation	Innovate
Business	Purple Pipe	Identity	Code	Trails	Resources
Tax Base	Transportation	Service Standard	Building	Open Space	Culture
Commercial	Roads	Responsive	Aff. Housing	Conservation	Prepared
Goods	Water	Proactive	Housing	Natural	Growth
Employer	Replacement	Influence	Land	Preserve	Water
Commerce	Maintenance	Families	Generational		
		Heritage	Balance		

Strategic goals were created out of each category, with the intent to capture as many of the included words as possible either directly or indirectly.

The feedback from City Council regarding concerns of how strategic goals are drafted, followed by the approach used to obtain responses from Council required an adjustment to how the strategic goals were drafted. Generally, the strategic goals are given short descriptive titles which are then followed up by statements that indicate the intended outcome of the goal. Using this method allows City leadership to provide more specific direction through the strategic goals.

Recommendation

The following draft goals were created with the intent to include as much City Council input as possible. Staff recommends that City Council issue a resolution certifying these draft Strategic Goals and Vision with any minor adjustments as seen fit.

Strategic Vision: Eagle Mountain is a safe, growing city with a small town feel that serves families and individuals by creating reliable services and infrastructure, cultivating economic and recreational opportunities, and harmonizing protected space with the flourishing of all life.

Strategic Goals:

1. Diverse Economic Growth

Eagle Mountain is home to businesses of all sizes spanning several industries resulting in an expanded tax base, convenient access for all residents to essential goods and services, and growth of employment opportunities for workers at any stage of their careers.

2. Robust infrastructure Networks

Eagle Mountain has expanded its infrastructure capacities to comfortably accommodate the demands of a larger population by improving transportation connections and infrastructure standards alongside state and regional partners, augmenting network capabilities, and implementing maintenance and replacement programs for all infrastructure.

3. Unique Reputational Evolution

Eagle Mountain is known and respected for its commitments toward, and achievements in, meeting the expectations of residents through efforts to embrace its family-centric and rural heritage, engaging in creative solutions to accomplish its goals, and its contributions to the prosperity of the state.

4. Proactive Generational Planning

Eagle Mountain is a balanced, intergenerational city that has proactively managed its growth, resulting in home-ownership opportunities for residents; a redundant and reliable water supply; and the creation of gathering places and amenities that provide for the social, educational, recreational, and health care needs of its residents.

5. Interactive Environmental Stewardship

Eagle Mountain has interlaced the preservation of the natural environment; the protection of native wildlife; and the promotion of outdoor recreation through the expansion of permanent, convenient, and interconnected trail networks; conservation of open spaces, natural features, and wildlife; and protection of historic sites significant to our cultural heritage

6. Dynamic Service Enhancement

Eagle Mountain is a full-service community that delivers extraordinary services and amenities to residents by attracting and retaining passionate employees, innovating throughout the organization to increase efficiency and remain fiscally conservative, and developing highly responsive communication channels to improve resident experiences.

Next Steps

Following the approval of a resolution of the Vision and Strategic Goals, staff will undergo the labor of creating objectives, actions, and performance measures that work to accomplish the strategic goals. A Strategic Plan document will be created to bring it all together and will be presented during presentations of the annual budget for approval.

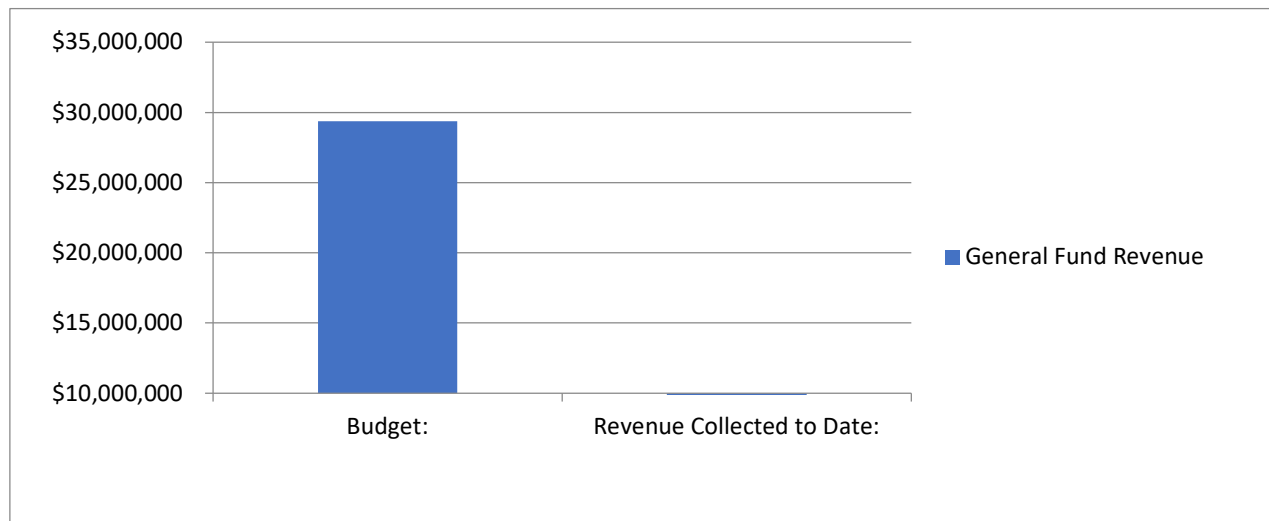
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through September 2022

GENERAL FUND

General Fund Revenues

Budget: \$ 29,380,967
Revenue Collected to Date: \$ 8,144,939
Percent of Total Budget Collected: 28%
Percent of Year Completed: 25%

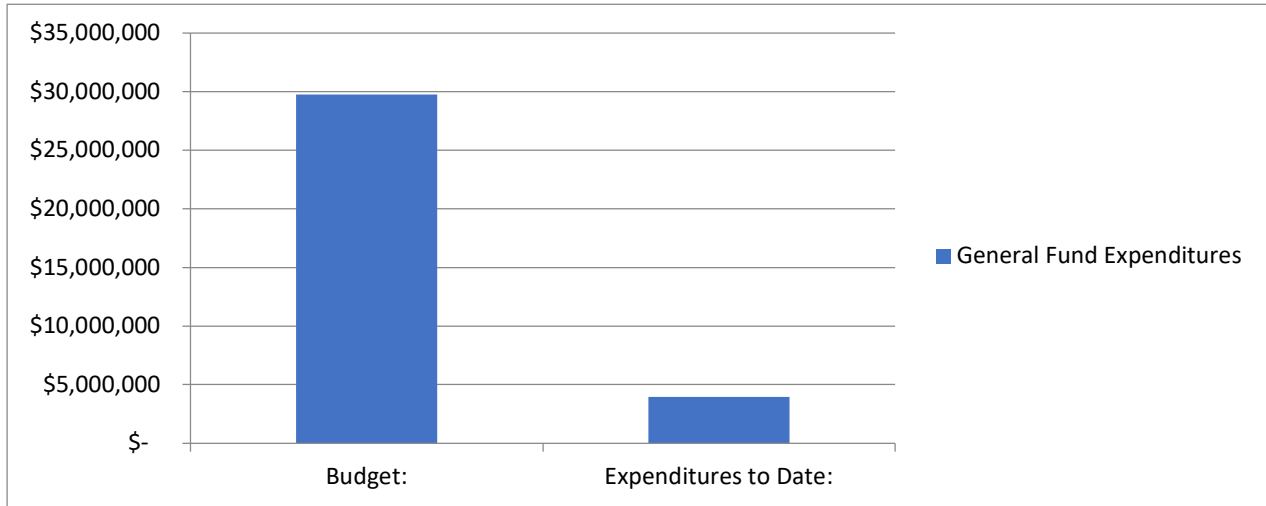


Revenue Analysis

Major Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 16,430,317	\$ 3,405,665	20.73%
Licenses	\$ 25,000	\$ 6,288	25.15%
Planning Building & Eng Fees	\$ 5,756,500	\$ 767,395	13.33%
Intergovernmental Revenue	\$ 4,251,534	\$ 3,033,656	71.35%
Charges for Services	\$ 186,000	\$ 69,632	37.44%
Recreation	\$ 93,000	\$ 23,522	25.29%
Utility Revenue	\$ 3,500	\$ 875	25.00%
Fines & Forfeitures	\$ 107,000	\$ 75,092	70.18%
Miscellaneous Revenues	\$ 158,400	\$ 195,502	123.42%
Interfund Transactions	\$ 1,659,716	\$ 409,862	24.69%
Special Revenues & Resources	\$ 710,000	\$ 157,450	22.18%

General Fund Expenditures

Budget: \$ 29,743,567
Expenditures to Date: \$ 3,950,885
Percent of Total Budget Expended: 13%
Percent of Year Completed: 25%



Expense Analysis

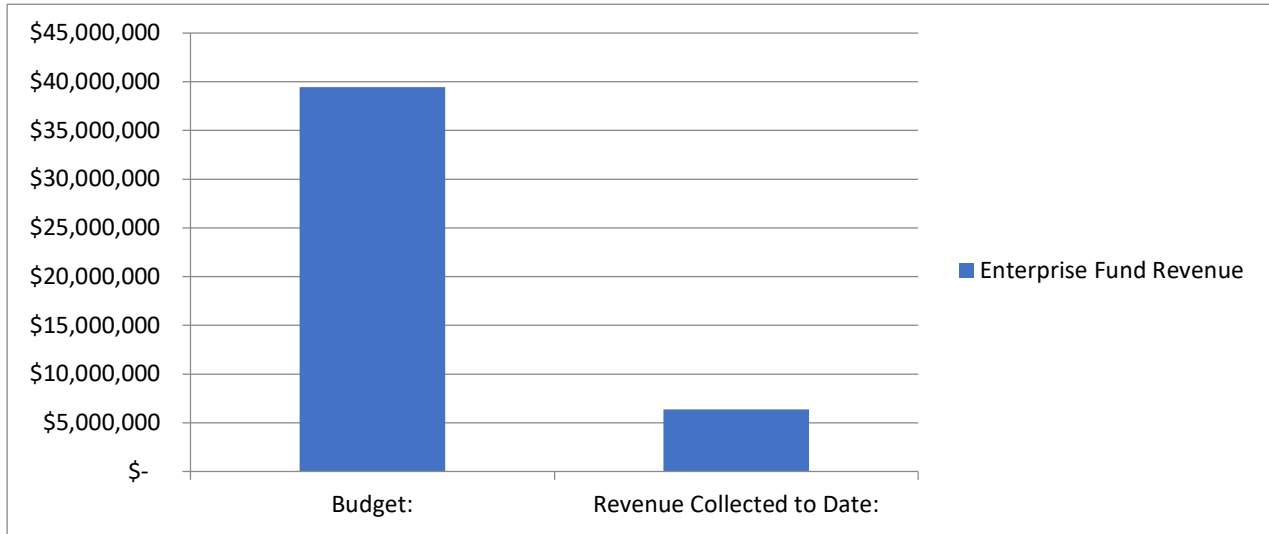
	Budget	To Date	% Expended
11 Executive	\$ 3,428,666	\$ 699,975	20%
18 Boards Commissions & Councils	\$ 2,463,853	\$ 403,643	16%
19 Non-Departmental	\$ 2,331,253	\$ 779,915	33%
21 Public Safety	\$ 5,461,011	\$ 50,183	1%
32 Planning & Zoning	\$ 1,495,081	\$ 231,264	15%
33 Building Inspections	\$ 1,576,899	\$ 308,370	20%
41 Public Works	\$ 6,192,169	\$ 1,477,535	24%
61 Interfund Transfers	\$ 4,750,666	\$ -	0%
71 Debt Service	\$ 2,043,969	\$ -	0%

Note:

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 39,432,774
Revenue Collected to Date: \$ 6,372,802
Percent of Total Budget Collected: 16%
Percent of Year Completed: 25%



Revenue Analysis

	Budget	To Date	% Received
51 Water Fund	\$ 23,783,425	\$ 3,517,090	15%
52 Sewer Fund	\$ 12,140,349	\$ 1,923,436	16%
57 Solid Waste Fund	\$ 2,263,000	\$ 590,351	26%
59 Storm Drain Fund	\$ 1,246,000	\$ 341,924	27%

Fund 51 - Water Fund:

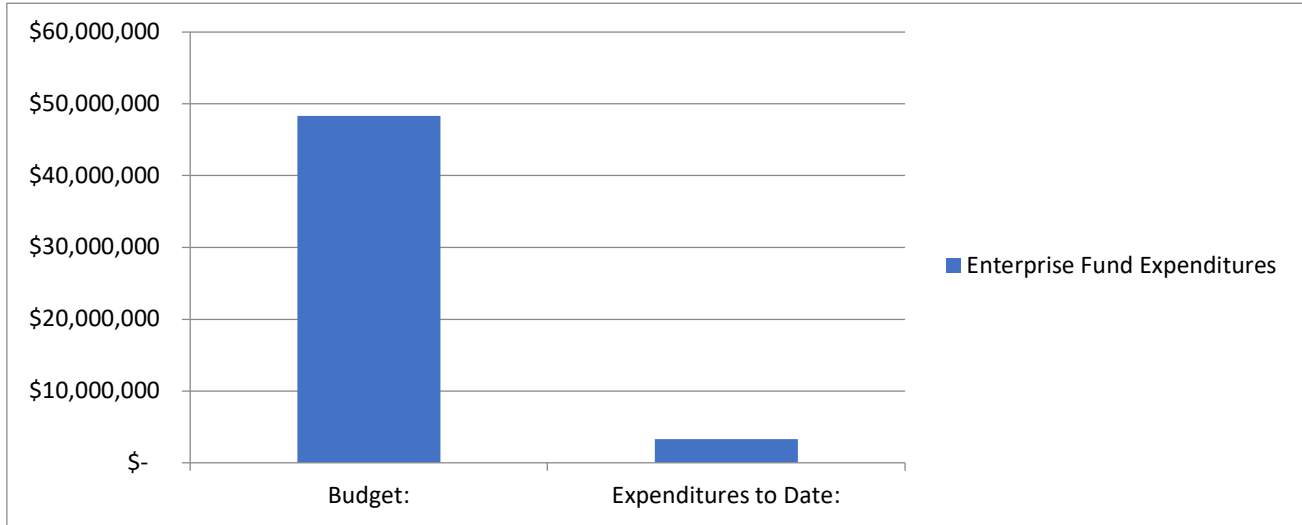
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget: \$ 48,323,665
Expenditures to Date: \$ 3,299,646
Percent of Total Budget Expended: 7%
Percent of Year Completed: 25%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
51 Water Fund	\$ 31,296,275	\$ 1,471,659	5%	25%
52 Sewer Fund	\$ 13,050,195	\$ 1,259,833	10%	25%
57 Solid Waste Fund	\$ 2,791,712	\$ 383,964	14%	25%
59 Storm Drain Fund	\$ 1,185,483	\$ 184,190	16%	25%

Note:

Water Fund includes \$22 M. for capital project funding.

Sewer Fund includes \$5.1 M. for capital project funding.

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 09/30/2022	Committed Balance	Available Balance	Projected Available Balance by 6/30/23**
11 - Water Impact Fee Fund	\$22,752,622	\$14,535,043	\$8,217,580	\$9,660,320
12 - Wastewater Impact Fee Fund	\$3,500,228	\$6,796,101	(\$3,295,874)	(\$2,485,738)
15 - Parks/Trails Impact Fee Fund	\$5,851,309	\$5,992,889	(\$141,580)	\$1,345,516
16- Public Safety Impact Fee Fund	\$54,428	\$0	\$54,428	\$81,404
17 -Stormwater Impact Fee Fund	\$2,981,740	\$2,356,756	\$624,984	\$832,035
18 -Transportation Impact Fee Fund	\$3,720,768	\$1,891,950	\$1,828,818	\$2,375,962

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

Applebee's Site Plan
Eagle Quest East Master Development Agreement
General Plan Amendment – Moderate Income Housing Element
Harmony Phase A, Plat 14 Site Plan
Parkway Fields Plat C Preliminary Plat & Site Plan
Pole Canyon MDA/MDP Amendment
Rush Creek Rezone
Stonebridge Corner Site Plan
Taco Bell Site Plan

Code Amendments

Commercial District Node Overlay
Industrial Zone
Landscaping Timing Requirements
Multifamily Commercial Design Standards
Neighborhood Improvement Codes
Water-wise Landscaping
Wildlife Corridor