EAGLE MOUNTAIN
CITY COUNCIL MEETING

DECEMBER 16, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

   1.A. DISCUSSION - Transit Fresh Look - UTA
   (anticipated time 10 minutes)

   1.B. DISCUSSION - Amendments to the Credit Card Policy - Kimberly Ruesch
   (anticipated time 10 minutes)

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED SESSION

   The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; A proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. RECOGNITION

   7.A. Announcing the "*Todd A. Black Wildlife Alliance Scholarship*" - Eagle Mountain Nature and Wildlife Alliance & EM Founders Group.

8. 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.)

9. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

10. BOND RELEASES

10.A. Eagle Point Townhomes, Plat C - Out of Warranty

11. MINUTES

11.A. November 5, 2025 Minutes - Regular City Council Meeting

11.B. November 18, 2025 Minutes - Regular City Council Meeting

11.C. December 2, 2025 Minutes - Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

12.A. MASTER SITE PLAN - Firefly NPA 9 A

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving a Right-of-Way Purchase and Settlement Agreement with Eagle Quest LLC

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Ratifying an Executed Purchase and Settlement Agreement with Steven G. Smith for the Acquisition of Right-of-Way for the Mid Valley Road Expansion

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Creating Chapter 17.64, Alternative Energy Overlay Zone, in the Eagle Mountain Municipal Code

BACKGROUND: (*Presented by Director of Legislative and Strategic Affairs, Evan Berrett*) Eagle Mountain City is proposing the creation of an overlay zone known as

the Alternative Energy Overlay Zone (AEOZ) which would allow for the development of a variety of types of power generation facilities at approved locations. The AEOZ is not being proposed at this time to be applied to any property and would generally be contemplated for use on request. The AEOZ contains a number of requirements and restrictions regarding power generation facility development including demonstration of approval from state and federal entities as applicable.

14.B. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Official Zoning Map and Future Land Use Map to Assign Final Zoning Designations to the White Hills Area

BACKGROUND: (*Presented by Planner, Steven Lehmitz*) The Eagle Mountain City Council will conduct a public hearing for proposed Future Land Use Map and Zoning Map amendments. These properties are generally located within and around the White Hills area of the City. Approximately 177 acres of land are included in this proposal.

14.C. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 16.05 and 17.05 Newspaper Amendment

BACKGROUND: (*Presented by Planner, Mickie Mills)* This code amendment effectively removes all newspaper noticing requirements and instead requires a notice on the public noticing website. Amended sections include EMMC 16.05.180, Table 16.05.220(a), 16.55.040, 17.05.150, and Table 17.05.200(a).

15. ORDINANCES

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the Pacific Springs Development Agreement.

BACKGROUND: (*Presented by City Attorney, Marcus Draper*) R5 Homes is seeking building permits for lots 511–514 in Pacific Springs A5. Under EMMC 16.35.090, privacy screening must be installed “prior to any building permits being issued in that phase of development that abuts such right-of-way.” To avoid potential damage to the fencing during construction, R5 Homes is requesting flexibility—through a development agreement—to install the required screening after home construction on those lots.

16. LEGISLATIVE ITEMS

16.A. UPDATE - Legislative Priorities List

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

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

18. COMMUNICATION ITEMS

18.A. Upcoming Agenda Items

19. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.
In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on December 11, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	DISCUSSION - Transit Fresh Look - UTA
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING
No

PREPARED BY
Brandon Larsen, Planning Director

PRESENTED BY
Brandon Larsen

RECOMMENDATION:
N/A

BACKGROUND:
Transit Fresh Look is a regional transit planning effort for northwest Utah County and southwest Salt Lake County. The visioning stage of Transit Fresh Look has concluded. The resulting work product is a map of the planning area showing a number of proposed transit lines. One of the lines is proposed to traverse some key areas of the City, including the intersection at Ranches and 73, the Downtown area, and Firefly.

Staff is seeking feedback from the Council on the following: (1) alignments from the map and (2) how they would like staff to support the Transit Fresh Look efforts.

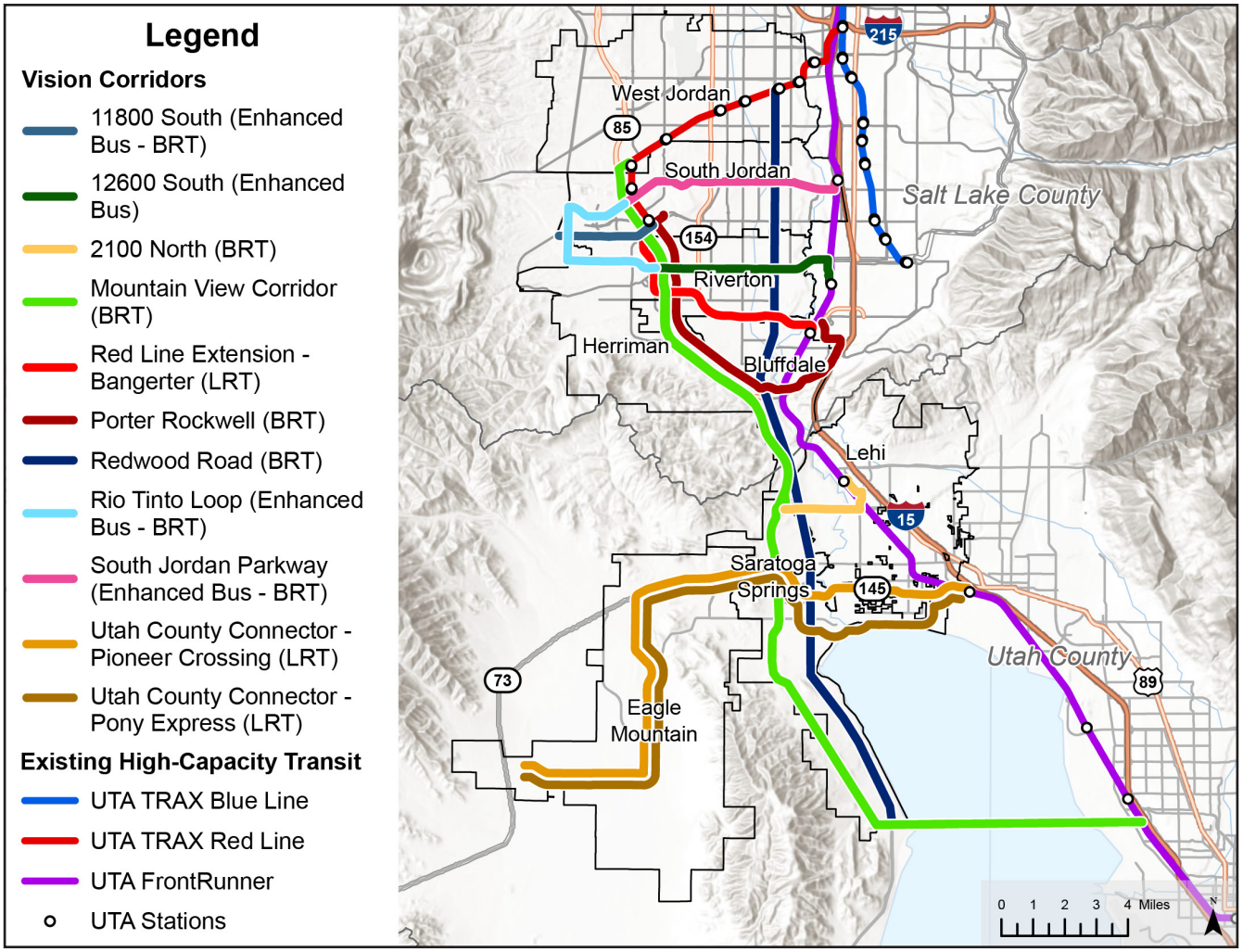
ITEMS FOR CONSIDERATION:
Link to additional information on the Transit Fresh Look study: https://wfrc.utah.gov/studies/fresh-look-transit-study/.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Transit Fresh Look Vision (December 2025 Draft)

Transit Fresh Look Vision

December 2025 Draft



This map represents a shared vision for future transit projects. Implementation of the vision, and its component projects, is not certain, and is dependent on subsequent steps, which include:

- Funding: The availability of the necessary capital for construction, and ongoing funding for operations and maintenance.
- Land use: Community development patterns that support transit ridership.
- Analysis: Detailed corridor-level analysis and station area plans, project engineering, completion of all mandatory environmental reviews.
- Phasing: Transit enhancements in a corridor may be implemented in phases, depending on resources and feasibility.

For more information, please visit the Transit Fresh Look Webpage.

5.40 | Credit Cards

Last Revision: 07/07/2020

The purpose of the City Credit Card is to establish a more efficient, cost-effective method of purchasing and payment for small-dollar purchases. The program helps to reduce the use of small purchase orders, petty cash, request for checks, and the use of personal funds reimbursed by expense report. The City Credit Card is not intended to avoid or bypass appropriate purchasing or payment policies and procedures. Rather, it complements existing purchasing processes.

City employees are entrusted and empowered with the ability to make small dollar purchases using a City Credit Card on behalf of their department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions in the best interest of the City and always comply with City and State policies and procedures.

The City Credit Card Administrator is responsible for administering the program and managing Cardholder accounts.

A. Definitions. ~~By requesting a City credit card, each applicant acknowledges that they have read and understand Section 5.40 | Credit Cards, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.~~
   1. "City Credit Card" means a city issued credit card, purchasing card, P-car, debit card, charge card, or any combination thereof.
   2. "City Credit Card Administrator" means the person that the City Manager designates to administer City Credit Cards.

B. Obtaining a City Credit Card. ~~To obtain a City credit card, the employee must complete an Eagle Mountain Credit Card Holder Acceptance Agreement (Appendix A). All requests will be processed through the Finance Department with final approval by City~~

~~Administration. The cardholder's signature on the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for credit card policies and procedures.~~

1. Department Heads are encouraged to issue a City Credit Card to employees when it facilitates the performance of their job. City Credit Card applications will require an explanation of why the employee needs a credit card. Periodically, the City Credit Card Administrator will review credit card activity. Department Heads will be asked to consider canceling cards that are used infrequently and not necessary to perform the functions of their job.
2. City Credit Cards will be assigned a single transaction and monthly credit limit of two thousand five hundred dollars ($2,500.00). Department Heads are encouraged to request purchasing limits that are adequate for an employee to do their job and nothing more. City Credit Card limits should be reviewed by Department Heads at least annually and adjusted to reflect the historical use and anticipated future business needs. Recommended adjustments to credit card credit limits will be reviewed and implemented by the Purchasing Office. A new City Credit Card Application form signed by the Department Head must be submitted for all City Credit Card adjustments including adjusting transaction/monthly limits, all credit card limits must include a legitimate business justification. All purchasing policies must be followed.
3. Prospective Cardholders must take a training class and pass a quiz before receiving their City Credit Card. The Department Head must indicate approval by signing a completed City Credit Card Application. All requests require a justification for issue and will be processed through the City Credit Card Administrator.
4. The City Credit Card Administrator requires that all employees take an annual online training course to review City Credit Card policies and expectations. The training class will include a quiz with tracking ability, so Administration has a record of who has participated in the training class. The class will require the employee to certify that they agree to abide by the City Credit Card Policy and accept responsibility for a credit card. Management assigned to approve credit card transactions will be required

to participate in a Management City Credit Card training class. Failure to take and pass training classes will result in suspension of City Credit Card privileges.

C. Use of City Credit Card. ~~Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.~~ The program is designed to be simple and easy to use, providing employees with the tools needed to perform their jobs more efficiently. However, appropriate controls must also be maintained to ensure the ongoing success of the program.

D. Cardholder Responsibility. It is the responsibility of the cardholder to ensure the following. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension, or termination.

~~1. Read and understand Section 5.40 | Credit Cards;~~

~~2. Sign the Credit Card Holder Acceptance Agreement (Appendix A);~~

~~3. Make only authorized purchases as prescribed by the City's Purchasing Policy and approved departmental budget;~~

1. Retain receipts for all transactions. In the absence of a receipt, a City Credit Card missing receipt form must be filled out ~~statement must be made~~ and signed by the cardholder explaining the absence of the receipt. This statement must be signed and approved by the employee's department ~~head~~ manager or City Administration;
2. Employees shall exercise good judgment and act responsibly when using the City Credit Card. The City Credit Card is issued in the employee's name, and all activity will be assumed to have been incurred by the employee.
3. The City Credit Card may be used to purchase goods in person, at the supplier site, on the phone, and over secure Internet sites. When placing your order in person you will simply give the supplier your City Credit Card as you would with any credit card.

4. City purchases are generally tax exempt. The employee shall provide the tax-exempt number to the vendor prior to finalizing the transaction so the vendor can remove the sales tax from the transaction. If a vendor requires a tax-exempt certificate, employees should obtain the exemption certificate from the City Credit Card Administrator prior to completing the transaction. For additional information regarding tax-exempt status, please contact the City Credit Card Administrator or Accounts Payable. An online copy of the tax-exempt number can be found here Eagle Mountain TC 721G Tax Exempt Form 2025 3.pdf.
5. All City Credit Card transactions must comply with all applicable purchasing policies.
6. A Cardholder who makes an unauthorized purchase with a City Credit Card or uses the City Credit Card in an inappropriate manner, will be subject to loss of any authority to retain or use the City Credit Card; disciplinary action up to and including termination; and possible criminal prosecution and restitution.
7. It is important to note that regardless of whether or not a department approves the charges the employee(s) have made, the City Credit Card statement will be paid. Those charges that are not approved will be flagged and subject to audit review and possible suspension of privileges. The department is responsible for payment of all City Credit Card charges.
8. The employee is responsible for the security of the City Credit Card and the transactions made with the credit card. The employee should never allow another employee or anyone else to possess or use the card. The City Credit Card is issued in the employee's name and any purchases made with the card will be the responsibility of the employee that has been issued the City Credit Card. The only exception to this is for Department Heads and higher who may allow subordinates who do not have their own City Credit Card. The card holder will assume all responsibility for a subordinate using their City Credit Card.
9. Keep the City Credit Card and the corresponding account information secure. Immediately report any lost or stolen City Credit Card and/or account information to the cardholder’s Department Head, City Credit Card Administrator and report

fraudulent charges or any discrepancies in the City Credit Card statement in a timely manner to the cardholder's Department Head and City Credit Card Administrator.

10. Personal charges are strictly forbidden. The City Credit Cards must never be used to purchase items for personal use or for non-City purposes even if the Cardholder intends to reimburse the City. Any unauthorized use of a City Credit Card should be reported immediately to the City Credit Card Administrator and the Department Head. Payment of all personal charges must be reimbursed immediately. If it is found that the Cardholder intentionally made a personal use expenditure in violation of Utah State Code 11-57-103(1), the Cardholder must also remit to the City an administrative penalty in an amount equal to 50% of the personal use expenditure. The Cardholder may appeal against the finding of intentional personal use by sending a memo to the City Credit Card Administrator which contains the Cardholder's statement of all pertinent facts. The City Manager and Human Resource Department will review the appeal and make the final determination regarding whether a personal use expenditure was intentional or accidental. *(See Utah State Code 11-57- 103).*
11. City Credit Card(s) are not transferable. If an employee's City Credit Card is no longer needed, the City Credit Card Administrator should be notified, and the City Credit Card should be destroyed immediately.
12. Never give your City Credit Card information to someone where the call was not initiated by you. Beware of scams.
13. Charges for an item are never allowed to be split into separate payments to exceed a City Credit Card's single transaction dollar limit.
14. When necessary, items should be returned according to vendor specifications. The Cardholder is responsible for ensuring that proper credit is posted for any returned items.
15. If merchandise is returned in person, the Cardholder is responsible for obtaining a credit receipt from the merchant and retaining that receipt with other receipts to document the purchase and return. These receipts will then be imaged and provided as support with the monthly credit card report.

16. All refunds should be credited to the City Credit Card account. Receiving cash or checks to resolve a credit should be avoided. In cases where the vendor will only refund cash or check the Cardholder should submit the cash or check to the City Credit Card Administrator and a receipt will be provided. The receipt should be attached with the monthly City Credit Card report.
17. No exchanges are allowed - the item must be returned for credit and the replacement item purchased separately.
18. Failure to comply with all guidelines established for this program may result in severe consequences, up to and including termination of employment. Any criminal activity associated with the use of the purchasing card will be prosecuted to the full extent of the law.
19. Reconcile the City Credit Card ~~credit card~~ statement upon its arrival. All reconciliations, statements, and receipts for each transaction ~~are due to the cardholder's department head by the first week of the month following the transaction~~ must be completed and ready for approval in the online application within five (5) business days from the statement date;
20. ~~Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the cardholder's department head and the Finance Department; and~~ City Credit Cards are only to be used for point of sale (at the time of purchase) transactions. Recurring billings may be charged on a credit card as long as it is done in coordination with Department Manager or their designee.
21. ~~Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the cardholder's department head.~~ All purchases using the City Credit Card must be made in U.S. Dollars, the City Credit Card cannot be used to pay for the conversion of U.S. currency into foreign currency.

E. Treasurer Responsibilities. It is the responsibility of the Treasurer to:

~~1. Request and oversee the issuance of new credit cards through the Finance Department and City Administration. The credit limit will be determined at the discretion of the City Administration;~~ Oversee the issuance of new City Credit Cards;

2. ~~Inform the City Administration when limit change or when cancellations are needed due to personnel changes;~~
3. Pay ~~credit cards immediately upon receipt~~ City Credit Card statements by the due date;
4. ~~Reconcile credit card statements within 15 days of payment due date;~~ Ensure all transactions are fully reconciled and approved within 15 days of City Credit Card statement date;

F. Department Head Responsibilities.
1. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the City's policies and procedures;
2. Address the cardholder about questionable transactions for clarification purposes;
3. Report any misuses of ~~credit cards immediately to the City Administration; and~~ City Credit Cards immediately to the City Credit Card Administrator, and;
4. Ensure that the ~~Treasurer's Office~~ City Credit Card Admininstrator receives copies of receipts, if sales tax has been paid, to facilitate reimbursement from the State;

G. Approved City Credit Card Purchases. The following purchases are approved for ~~credit card~~ City Credit Card use by the City:
1. Business-related uses, subscriptions, seminars, dues, books;
2. Office supplies, furniture;
3. Small tools (purchase/rental), electrical, safety and building maintenance supplies;
4. Vehicle maintenance supplies; and
5. Certain allowable travel expenditures:
   a. Conference registrations or seminar rooms;
   b. City sponsored group gatherings; ~~and~~
   c. Hotel rooms.
   d. Flights;
   e. Meals; and
   f. Ground transportation.

H. Prohibited City Credit Card Purchases. The following purchases are strictly prohibited from being purchased using a City c~~redit card~~ Credit Card:

1. Any merchant, product, or service normally considered to be inappropriate use of City funds;
2. Purchase of items for personal use or consumption;
3. Purchasing in violation of the Purchasing Policy;
4. Capital equipment purchases/repair;
5. Gift cards/certificates. The Human Resource Department may use the City Credit Card to purchase gift cards;
6. Alcohol;
7. Fuel for fleet vehicles unless traveling outside of Utah. The City gas card should be used for fuel purchases;
8. Splitting a purchase to remain under purchasing policy limits; ~~and~~
9. Consultants, including the following:
    a. Architects;
    b. Engineers;
    c. Attorneys and Attorney's fees; and
    d. Medical, including hospital/doctor visits.
    e. An exception can be made if the amount is under one thousand dollars ($1,000.00) and a City Credit Card is deemed the most appropriate payment method in that given circumstance by the City Credit Card Administrator and City Manager.
10. City Credit Cards shall not be utilized to send or receive money on any payment app including, but not limited to, Vemno, Cash App, Zelle, PayPal, Google Pay, Apple Pay, etc.

I. Monthly City Credit Card Statement. ~~Built-In Restrictions. Credit limits for credit lines are dependent upon the supplier. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the City Council to review the limit given. The City can block, if necessary, certain suppliers' Merchant Category Codes. Please refer to the Finance Department regarding issues with a possible blocked card.~~

1. Reconciliation and Payment. The Eagle Mountain City Credit Card Program carries City, not individual, liability. City Credit C~~c~~ard invoices will be paid by the ~~Treasurer~~ Finance Department as outlined in this section. The cardholder will not be required to pay the monthly statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.
2. The cardholder is required to obtain and retain all receipts for goods and services purchased when using the ~~credit card~~ City Credit Card. If purchases are made via phone, mail, e-mail or other electronic means, the supplier must include an itemized receipt with the date when the product is shipped. This itemized receipt is the only original documentation specifying whether sales tax has been paid against the purchase.
3. Each cardholder will receive a statement identifying all transactions made against the ~~card~~ City Credit Card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the cardholder's ~~department head~~ Department Head for review and approval. The cardholder's activity may be audited at any time.
4. Disputed Transactions. Disputes on ~~credit cards~~ City Credit Cards must be identified in writing to the issuing ~~credit card~~ City Credit Card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the monthly statement date, the issue must then be resolved between the City and the supplier. The cardholder is responsible ~~to identify~~ for identifying possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed. It is the cardholder's responsibility to immediately notify their Department Head if there is a possible dispute on an issued credit card.

J. Employee Termination.

1. Upon notice of a cardholder terminating his current employment, the cardholder's ~~supervisor~~ Department Head is responsible to take possession of the card and any

outstanding original receipts. The ~~supervisor~~ Department Head should immediately notify the ~~Finance Department~~ City Credit Card Administrator to notify the card issuer and close the account.

2. Prior to receiving a final check/compensation upon separation from the City, employees issued a City Credit Card must submit their receipts, receive management approval, surrender their credit card to the Department Head for destruction and notify the City Credit Card Administrator.

K. Other Items

1. The City Credit Card is the property of Eagle Mountain City and should be kept secure. Cardholders are required to immediately report any lost, or stolen credit cards and/or fraudulent charges City Credit Card Administrator (as soon as possible). Further use of the card will be blocked. Prompt action in these circumstances can reduce the City's liability for fraudulent charges.
2. City Credit Card Administrator will maintain a log of instances when an employee is not in compliance with the City Credit Card Policy. Where there are repeat offenses of an employee failing to comply with the City Credit Card Policy requirements, the following action(s) may be taken in addition to any discipline that may be administered under Section 17 of this manual:
    a. First offense; written notification to card holder identifying non-compliance and action that may be taken if repeated.
    b. First repeat offense: written notification to card holder and Department Head identifying non-compliance issue and action that may be taken if second repeat offence occurs in a six (6) month period.
    c. Second repeat offense: Written notification to card holder and department head of suspension of City Credit Card privileges. After a six (6) month suspension period, the Department Head may request reinstatement of City Credit Card privileges through the City Credit Card Administrator.
    d. A repeat offense that would result in suspension of City Credit Card privileges within two years of a previous suspension will result in permanent loss of City Credit Card privileges for the card holder.

e. Permanent loss of City Credit Card privileges may only be reinstated by approval from the City Manager after a minimum time lapse of 1 year since the loss of City Credit Card privileges.

3. City Credit Card Administrator will review all current City Credit Card holders annually and look at the business need and frequency of use to determine whether the employee should have City Credit Card. In instances where the business need and/or frequency are not justified, the City Credit Card will be canceled, and the employee will be required to return the City Credit Card to the City Credit Card Administrator.
4. All City Credit Card use during an emergency that is not in compliance with all applicable City Credit Card and purchasing policies must be subsequently approved by the City Manager.
5. If an employee is aware of fraud occurring in the City, they should report it as outlined in Section 23.20. Hotline, and Section 23.25. Reporting Fraud or Abuse of the Employee Policies and Procedures Manual. Submit complaints via the following methods:
   a. Email: fraudhotline@eaglemountain.gov;
   b. US Mail: Audit Committee, 1650 Stagecoach Run, Eagle Mountain, UT 84005;
   c. Phone: Fraud Hotline (801) 789-6600 Ext. 5962 for more information.

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Tuesday, December 2, 2025

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

SUBJECT: **Eagle Point Town Homes plat 'C' out of warranty Bond Release**

City Recorder:

The above-mentioned 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 releases 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,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Eagle Point Townhomes plat C Bond
Reduced

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

2nd Bond Release	
Original Bond Amount:	$ 982,880.53
Previous Release Amount:	$ 802,787.77
Amount to Release this Period:	$ 437.87
Amount Remaining in Bond :	$ 179,654.89

Bond Releases Summary	
#1	$ 802,787.77
#2	$ 437.87
#3	$ -
#4	$ -
TOTAL	$ 803,225.64

8/12/2024

							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	**SWPPP**										
a	Mobilization	1	0.2	LS	$178,000.00	$35,600.00	1	0	100%	$0.00	$35,600.00
b	Clear & grub	125976	25195.2	SF	$0.10	$2,519.52	125,976	0	100%	$0.00	$2,519.52
c	Site Grading	125976	25195.2	SF	$1.00	$25,195.20	125,976	0	100%	$0.00	$25,195.20
d	Swppp	1	0.2	LS	$30,000.00	$6,000.00	1	0	100%	$0.00	$6,000.00
2	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	121212	121212	SF	$1.40	$169,696.80	121,212	0	100%	$0.00	$169,696.80
b	8 inch Road base(also behind curb)	121212	121212	SF	$1.00	$121,212.00	121,212	0	100%	$0.00	$121,212.00
c	30" curb & gutter	6261	6261	LF	$20.00	$125,220.00	6,261	0	100%	$0.00	$125,220.00
d	Sidewalk	17376	17376	SF	$6.92	$120,241.92	17,376	0	100%	$0.00	$120,241.92
e	Finished grading	125976	62988	SF	$0.10	$6,298.80	125,976	0	100%	$0.00	$6,298.80
f	Street signs	8	8	EA	$200.00	$1,600.00	8	0	100%	$0.00	$1,600.00
g	Stop signs	9	9	EA	$200.00	$1,800.00	9	0	100%	$0.00	$1,800.00
h	ADA access ramps	8	8	EA	$1,300.00	$10,400.00	8	0	100%	$0.00	$10,400.00
3	**CULINARY WATER**										
a	8" culinary water c-900 w/fittings	3130	626	LF	$34.00	$21,284.00	3,099	31.3	100%	$212.84	$21,284.00
b	Fire Hydrant	6	1.2	EA	$5,000.00	$6,000.00	6	0	100%	$0.00	$6,000.00
c	8" gate valves	32	6.4	EA	$1,200.00	$7,680.00	32	0	100%	$0.00	$7,680.00
d	Water bends	18	3.6	EA	$800.00	$2,880.00	18	0	100%	$0.00	$2,880.00
e	3/4" water service	133	26.6	EA	$1,800.00	$47,880.00	133	0	100%	$0.00	$47,880.00
4	**STORM DRAIN**										
a	Strom drain	1902	380.4	LF	$35.00	$13,314.00	1,902	0	100%	$0.00	$13,314.00
b	Storm drain boxes & manholes	22	4.4	EA	$1,500.00	$6,600.00	22	0	100%	$0.00	$6,600.00
c	Area drain	2	0.4	EA	$1,000.00	$400.00	2	0	100%	$0.00	$400.00
5	**SEWER**										
a	10" Sewer pipe	3041	608.2	LF	$37.00	$22,503.40	3,011	30.41	100%	$225.03	$22,503.40
b	4" sewer laterals	133	26.6	EA	$1,500.00	$39,900.00	133	0	100%	$0.00	$39,900.00
c	48" sewer manholes	18	3.6	EA	$2,500.00	$9,000.00	18	0	100%	$0.00	$9,000.00
	TOTAL CONSTRUCTION COST					**$803,225.64**					
	Original 10% Bond Coverage					$179,654.89					
	TOTAL BOND AMOUNT:					**$982,880.53**					

Released this Period $437.87

Christopher T. Trusty P.E.
Engineering Director

8/12/24
Date

Robert Ballif
Engineering Tech II

8/12/24
Date

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

DATE: Tuesday, December 2, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Tech. II
SUBJECT: Eagle Point Townhomes plat "C" walk through exit warranty- Updated

---

A walk-thru was performed on the above Subdivision. The following were present.

Robert Ballif – Engineering Tech. II

After performing a walk-through, we have the following comments:

General:

1. ~~Exit sewer clean & video.~~
2. ~~All irrigation vaults are either used or abandoned. Abandon you need to go into the road and plug the corp.~~

Muss Dr.:

1. ~~Sections of sidewalk & curb and gutter marked with red to be replaced. Call for inspections before placing the concrete.~~
2. ~~Intersection of Skyline Dr. the inlet grates in the waterway to be traffic rated grates. Remove the broken/damaged concrete around the grate.~~
3. ~~Intersection Skyline Dr. the north water valve clean.~~
4. ~~House #1730 storm drain manhole clean & grout.~~
5. ~~Intersection Aggie Dr. hydrant & south valve clean.~~
6. ~~Clean hydrant valve~~

Aggie Dr.:

1. ~~Sections of sidewalk & curb and gutter marked with red to be replaced. Call for inspections before placing the concrete.~~
2. ~~House #3915 across the road the irrigation vault either use or abandon. Abandon you need to go into the road and plug the corp.~~
3. ~~House #3905 & 3915 the irrigation vault either use or abandon. Abandon you need to go into the road and plug the corp.~~
4. ~~House #3881 sewer manhole clean.~~

Fall St.:

1. ~~Sections of sidewalk & curb and gutter marked with red to be replaced. Call for inspections before placing the concrete.~~
2. ~~Crack seal the asphalt by the manholes and the phase lines.~~
3. ~~Sidewalk to have expansion joints every 50 to 60 feet apart.~~
4. ~~House #1678 ADA's to be placed by hydrant and across the street to tie into the pathway. They show on the plans. ADA across the street does not meet ADA requirements. Asphalt damage to be fixed correctly.~~
5. ~~House #1678 clean inlet and expose and fix blow off and place hand tight PVC cap. Valve box & lid over the blow off.~~
6. ~~Tripping hazards on the sidewalk to be ground down.~~
7. ~~Intersection of Aggie Dr. storm drain manhole clean &add step. Asphalt patch to be fixed, it is settling.~~
8. ~~House #1791 clean storm drain manhole.~~

9. ~~All irrigation vaults are either used or abandoned. Abandon you need to go into the road and plug the corp.~~

Eagle View Ln.:

1. ~~Sections of sidewalk & curb and gutter marked with red to be replaced. Call for inspections before placing the concrete.~~
2. ~~Intersection of Cosmos Dr. storm drain manhole add 2 steps.~~
3. ~~Sidewalk & approach across the road at Cosmos Dr. to be fixed.~~
4. ~~House #1855 sewer manhole add step.~~
5. House #1810 sewer manhole trench settling to be fixed. Private road.
6. ~~All irrigation vaults are either used or abandoned. Abandon you need to go into the road and plug the corp.~~

Skyline Dr.:

1. ~~Sections of sidewalk & curb and gutter marked with red to be replaced. Call for inspections before placing the concrete.~~
2. ~~Crack seal the asphalt by the manholes and the phase lines.~~
3. ~~Sidewalk to have expansion joints every 50 to 60 feet apart.~~
4. ~~Intersection of Fall St. Gap between the ADA and the curb to be filed with Sika Flex.~~
5. ~~All irrigation vaults are either used or abandoned. Abandon you need to go into the road and plug the corp.~~

Please provide us with your schedule to correct the above listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.

DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SHEET 1 OF 3

VICINITY MAP

SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS TO BE KNOWN AS EAGLE POINT TH DRH PLAT "C" AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAGLE POINT TOWNHOMES PLAT "A" SUBDIVISION BOUNDARY AS RECORDED AS ENTRY 76286:2013 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF COSMOS DRIVE AS SHOWN IN THE EAGLE POINT ROAD DEDICATION PLAT AS RECORDED AS ENTRY 89966:2015 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 89°31'09" WEST 748.84 FEET AND SOUTH 448.23 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING ALONG SAID RIGHT-OF-WAY OF SAID COSMOS DRIVE THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY 278.19 FEET ALONG THE ARC OF A 1517.68 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 02°49'52" EAST 277.80 FEET); 2) SOUTHWESTERLY 31.55 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 37°06'28" WEST 28.38 FEET); THENCE SOUTH 07°42'38" EAST 191.66 FEET; THENCE NORTH 82°02'57" WEST 104.93 FEET; THENCE NORTH 09°21'25" EAST 513.70 FEET; THENCE SOUTH 82°02'57" EAST 316.86 FEET TO THE WESTERLY RIGHT-OF-WAY OF SKYLINE DRIVE, AND RUNNING ALONG SAID RIGHT-OF-WAY SOUTHWESTERLY 15.51 FEET ALONG THE ARC OF A 3739.09 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 06°38'54" WEST 15.51 FEET); THENCE SOUTH 83°13'59" EAST 50.00 FEET; THENCE ALONG SAID SKYLINE DRIVE RIGHT-OF-WAY NORTHEASTERLY 7.74 FEET ALONG THE ARC OF A 3789.09 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 06°42'31" EAST 7.74 FEET); THENCE SOUTH 81°11'22" EAST 126.86 FEET; THENCE SOUTHEASTERLY 98.97 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 52°50'06" EAST 94.88 FEET); THENCE SOUTHEASTERLY 38.02 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 51°39'44" EAST 36.61 FEET); THENCE NORTHEASTERLY 80.21 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 82°01'40" EAST 78.73 FEET); THENCE SOUTH 24°29'37"EAST 12.88 FEET; THENCE NORTH 65°36'13" EAST 29.27 FEET; THENCE SOUTH 83°24'33" EAST 7.59 FEET; THENCE SOUTH 32°30'39" EAST 8.44 FEET; THENCE SOUTHEASTERLY 25.81 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 58°55'08" EAST 24.91 FEET); THENCE SOUTH 85°19'38" EAST 193.35 FEET; THENCE NORTHEASTERLY 12.43 FEET ALONG THE ARC OF A 13.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 67°16'48" EAST 11.96 FEET); THENCE NORTH 39°53'14" EAST 5.44 FEET; THENCE SOUTH 83°24'33" EAST 2.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.44 ACRES, MORE OR LESS.

*THENCE NORTH 07°57'02" EAST 10.00 FEET; THENCE NORTH 82°02'58" WEST 13.15 FEET

July 19, 2021
DATE

SURVEYOR
(SEE SEAL BELOW)

OWNERS' DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, 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.

PURSUANT TO UTAH CODE 10-9a-604 (D), THE OWNER HEREBY CONVEYS THE COMMON AREAS, AS INDICATED HEREON, TO THE DRH EAGLE POINT TOWNHOME OWNER'S ASSOCIATION, WITH A REGISTERED ADDRESS OF 12351 SOUTH GATEWAY PARK PLACE D-100; DRAPER, UTAH 84042

By: Mark J. Green, Member
PRINTED NAME OF OWNER
Gnoble Eagle Point, LLC.

AUTHORIZED SIGNATURE(S)
July 19, 2021

PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

LC ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF DAVIS } S.S

ON THIS 19 DAY OF July A.D. 2021 PERSONALLY APPEARED BEFORE ME Mark J. Green, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT S(HE) IS A [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF Gnoble EaglePointe LLC., A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

WITNESS MY HAND OFFICIAL SEAL.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

17943

NOTARY PUBLIC FULL NAME: David Lewis IV
COMMISSION NUMBER: 713890
MY COMMISSION EXPIRES: Aug 31, 2024
A NOTARY PUBLIC COMMISSIONED IN UTAH
David Lewis IV

ENT 169675:2021 Bk# 0 17943
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 01 3:49 pm FEE 426.00 BY SR
RECORDED FOR EAGLE MOUNTAIN CITY

17943 1 of 3

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIED 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.

Marjorie Tuttle
DIRECT COMMUNICATIONS

7/20/2021
DATE

DOMINION ENERGY

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR 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 UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH

APPROVED THIS 20 DAY OF July 2021

BY: Beverly Eldredge
TITLE: Re-Con

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 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 EASEMENT, 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 APPLICATION TO PRESCRIPTIVE RIGHTS
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
   (4) ANY OTHER PROVISION OF LAW

ROCKY MOUNTAIN POWER

July 20, 2021
DATE

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 16 DAY OF August 2021.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

APPROVED BY CITY RECORDER
(SEE SEAL BELOW)

TABULATIONS

TOTAL AREA	11.44 ACRES
TOTAL ACREAGE IN LOTS	3.20 ACRES
TOTAL OPEN SPACE	3.59 ACRES
TOTAL IMPROVED OPEN SPACE	3.59 ACRES
PUBLIC ROW DEDICATION	1.60 ACRES
PRIVATE ROW	0.91 ACRES
DRIVEWAYS/PARKING	2.54 ACRES
TOTAL NUMBER OF LOTS	132
AVERAGE LOT FOOTPRINT SIZE	1,058 SQ FT
LARGEST LOT FOOTPRINT SIZE	1,128 SQ FT
SMALLEST LOT FOOTPRINT SIZE	864 SQ FT
OVERALL DENSITY	11.53 LOTS/ACRE

WILDING ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 3

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
KAGAN M. DIXON No. 9061091 07/19/2021 PROFESSIONAL LAND SURVEYOR STATE OF UTAH		PROFESSIONAL ENGINEER No. 265052 CHRISTOPHER TODD TRUSTY 5-12-21 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

JOB: 13-6-2W TC-038

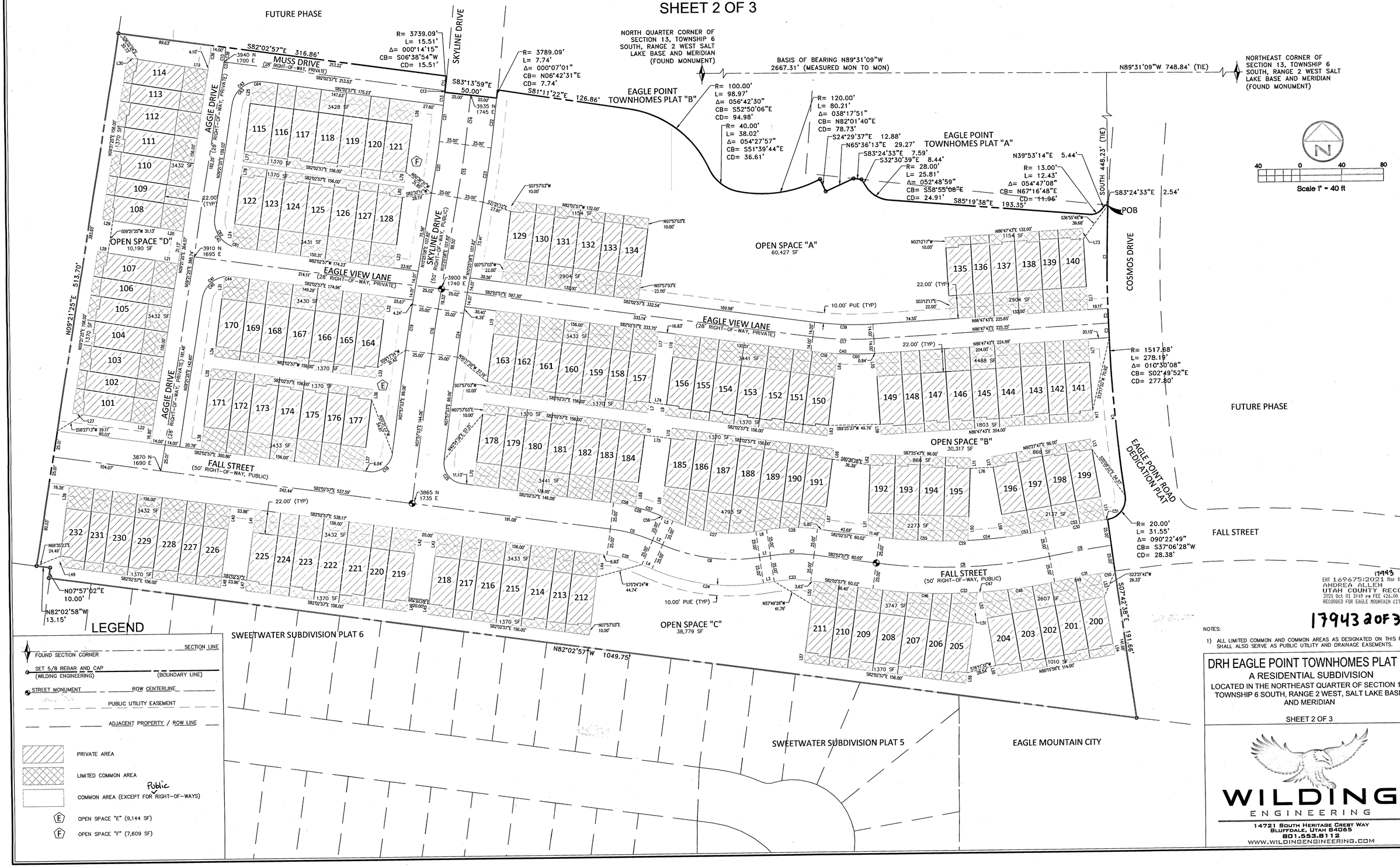
DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 2 OF 3



LEGEND

- FOUND SECTION CORNER
- SECTION LINE
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING)
- (BOUNDARY LINE)
- STREET MONUMENT
- ROW CENTERLINE
- PUBLIC UTILITY EASEMENT
- ADJACENT PROPERTY / ROW LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA (EXCEPT FOR RIGHT-OF-WAYS) (Public)
- (E) OPEN SPACE "E" (9,144 SF)
- (F) OPEN SPACE "F" (7,609 SF)

NOTES:

1) ALL LIMITED COMMON AND COMMON AREAS AS DESIGNATED ON THIS PLAT SHALL ALSO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.

ENT 169675:2021 Map # 17943
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 01 3:49 pm FEE 426.00 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

17943 2 OF 3

DRH EAGLE POINT TOWNHOMES PLAT "C"
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SHEET 2 OF 3

WILDING ENGINEERING
14721 SOUTH HERITAGE CREST WAY
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DRH EAGLE POINT TOWNHOMES PLAT "C"

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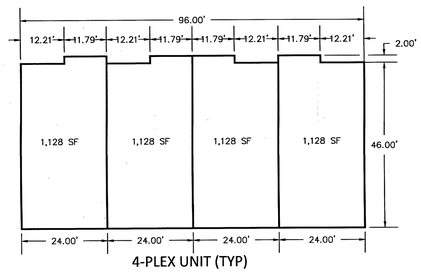
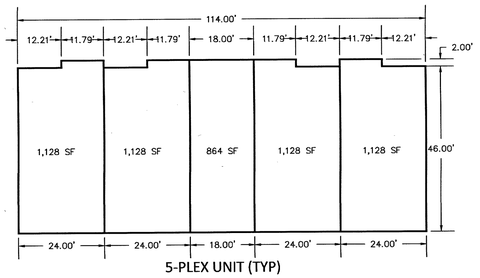
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 3 OF 3



4-PLEX UNIT (TYP)



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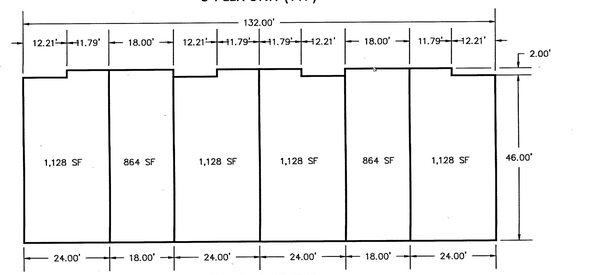

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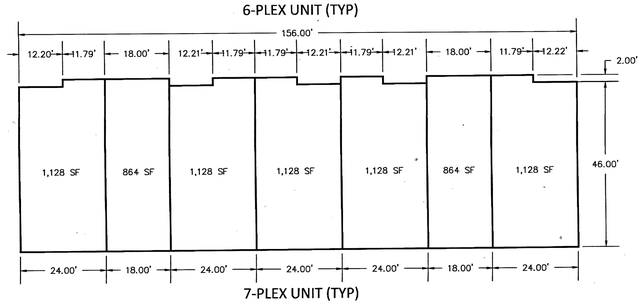
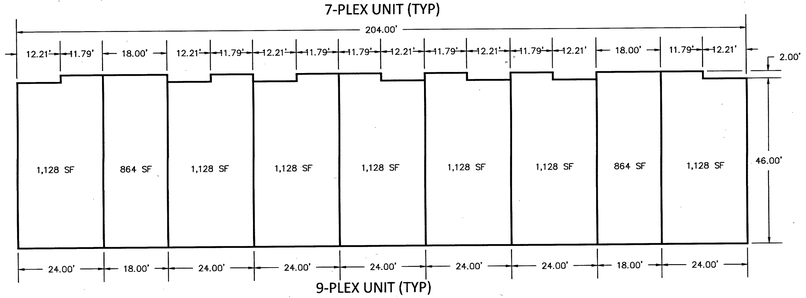


7-PLEX UNIT (TYP)



9-PLEX UNIT (TYP)

ADDRESS TABLES

UNIT #	ADDRESS
101	3881 N AGGIE DRIVE
102	3885 N AGGIE DRIVE
103	3889 N AGGIE DRIVE
104	3893 N AGGIE DRIVE
105	3897 N AGGIE DRIVE
106	3901 N AGGIE DRIVE
107	3905 N AGGIE DRIVE
108	3915 N AGGIE DRIVE
109	3919 N AGGIE DRIVE
110	3923 N AGGIE DRIVE
111	3927 N AGGIE DRIVE
112	3931 N AGGIE DRIVE
113	3935 N AGGIE DRIVE
114	3939 N AGGIE DRIVE
115	1710 E MUSS DRIVE
116	1714 E MUSS DRIVE
117	1718 E MUSS DRIVE
118	1722 E MUSS DRIVE
119	1726 E MUSS DRIVE
120	1730 E MUSS DRIVE
121	1734 E MUSS DRIVE
122	1709 E EAGLE VIEW LANE
123	1713 E EAGLE VIEW LANE
124	1717 E EAGLE VIEW LANE
125	1721 E EAGLE VIEW LANE
126	1725 E EAGLE VIEW LANE
127	1729 E EAGLE VIEW LANE
128	1733 E EAGLE VIEW LANE
129	1765 E EAGLE VIEW LANE
130	1769 E EAGLE VIEW LANE
131	1763 E EAGLE VIEW LANE
132	1767 E EAGLE VIEW LANE
133	1771 E EAGLE VIEW LANE
134	1775 E EAGLE VIEW LANE
135	1835 E EAGLE VIEW LANE
136	1839 E EAGLE VIEW LANE
137	1843 E EAGLE VIEW LANE
138	1847 E EAGLE VIEW LANE
139	1851 E EAGLE VIEW LEAN
140	1855 E EAGLE VIEW LANE
141	1858 E EAGLE VIEW LANE
142	1852 E EAGLE VIEW LANE
143	1848 E EAGLE VIEW LANE
144	1844 E EAGLE VIEW LANE
145	1840 E EAGLE VIEW LANE
146	1836 E EAGLE VIEW LANE
147	1832 E EAGLE VIEW LANE
148	1828 E EAGLE VIEW LANE
149	1824 E EAGLE VIEW LANE
150	1810 E EAGLE VIEW LANE
151	1806 E EAGLE VIEW LANE
152	1802 E EAGLE VIEW LANE
153	1798 E EAGLE VIEW LANE
154	1794 E EAGLE VIEW LANE
155	1790 E EAGLE VIEW LANE
156	1786 E EAGLE VIEW LANE
157	1778 E EAGLE VIEW LANE
158	1774 E EAGLE VIEW LANE
159	1770 E EAGLE VIEW LANE
160	1766 E EAGLE VIEW LANE
161	1762 E EAGLE VIEW LANE
162	1758 E EAGLE VIEW LANE
163	1754 E EAGLE VIEW LANE
164	1728 E EAGLE VIEW LANE
165	1724 E EAGLE VIEW LANE
166	1720 E EAGLE VIEW LANE

UNIT #	ADDRESS
167	1716 E EAGLE VIEW LANE
168	1712 E EAGLE VIEW LANE
169	1708 E EAGLE VIEW LANE
170	1704 E EAGLE VIEW LANE
171	1703 E FALL STREET
172	1707 E FALL STREET
173	1711 E FALL STREET
174	1715 E FALL STREET
175	1719 E FALL STREET
176	1723 E FALL STREET
177	1727 E FALL STREET
178	1749 E FALL STREET
179	1753 E FALL STREET
180	1757 E FALL STREET
181	1761 E FALL STREET
182	1765 E FALL STREET
183	1769 E FALL STREET
184	1773 E FALL STREET
185	1783 E FALL STREET
186	1787 E FALL STREET
187	1791 E FALL STREET
188	1795 E FALL STREET
189	1799 E FALL STREET
190	1803 E FALL STREET
191	1807 E FALL STREET
192	1821 E FALL STREET
193	1825 E FALL STREET
194	1829 E FALL STREET
195	1833 E FALL STREET
196	1845 E FALL STREET
197	1849 E FALL STREET
198	1853 E FALL STREET
199	1857 E FALL STREET
200	1858 E FALL STREET
201	1854 E FALL STREET
202	1850 E FALL STREET
203	1846 E FALL STREET
204	1842 E FALL STREET
205	1834 E FALL STREET
206	1830 E FALL STREET
207	1826 E FALL STREET
208	1822 E FALL STREET
209	1818 E FALL STREET
210	1814 E FALL STREET
211	1810 E FALL STREET
212	1768 E FALL STREET
213	1764 E FALL STREET
214	1760 E FALL STREET
215	1756 E FALL STREET
216	1752 E FALL STREET
217	1748 E FALL STREET
218	1744 E FALL STREET
219	1736 E FALL STREET
220	1732 E FALL STREET
221	1726 E FALL STREET
222	1724 E FALL STREET
223	1720 E FALL STREET
224	1716 E FALL STREET
225	1712 E FALL STREET
226	1702 E FALL STREET
227	1698 E FALL STREET
228	1694 E FALL STREET
229	1690 E FALL STREET
230	1686 E FALL STREET
231	1682 E FALL STREET
232	1678 E FALL STREET

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	98.57'	1517.68'	3°43'16"	S00°33'34"W	98.55'
C2	14.01'	1517.68'	0°31'43"	S01°33'56"E	14.01'
C3	14.00'	1517.68'	0°31'43"	S02°05'39"E	14.00'
C4	151.61'	1517.68'	5°43'25"	S05°13'13"E	151.55'
C5	41.93'	150.00'	16°00'57"	N74°02'28"W	41.79'
C6	95.04'	170.00'	32°01'55"	S82°02'57"E	93.81'
C7	41.93'	150.00'	16°00'57"	S89°56'34"W	41.79'
C8	166.73'	500.00'	19°06'21"	N88°23'53"E	165.96'
C9	60.11'	1000.00'	3°26'39"	S80°34'02"W	60.10'
C10	19.92'	500.00'	2°16'56"	N08°12'57"E	19.91'
C11	14.00'	3739.09'	0°12'53"	N06°38'13"E	14.00'
C12	1.50'	3739.09'	0°01'23"	N06°45'20"E	1.50'
C13	12.50'	3270.16'	0°13'09"	N06°47'55"E	12.50'
C14	47.65'	3294.77'	0°49'43"	N07°06'14"E	47.65'
C15	51.08'	1000.00'	2°55'35"	N08°57'21"E	51.07'
C16	43.08'	1000.00'	2°28'05"	S09°11'06"W	43.07'
C17	58.41'	300.00'	11°09'20"	S87°37'37"E	58.32'
C18	31.42'	20.00'	90°00'00"	N52°57'03"E	28.28'
C19	44.15'	1025.00'	2°28'05"	S09°11'06"W	44.15'
C20	49.80'	975.00'	2°55'35"	N08°57'21"E	49.79'
C21	47.33'	3270.16'	0°49'45"	N07°06'14"E	47.33'
C22	47.97'	3319.39'	0°49'41"	N07°06'15"E	47.96'
C23	52.35'	1025.00'	2°55'35"	N08°57'21"E	52.35'
C24	42.00'	975.00'	2°28'05"	S09°11'06"W	42.00'
C25	31.42'	20.00'	90°00'00"	S37°02'57"E	28.28'
C26	48.92'	175.00'	16°00'57"	N74°02'28"W	48.76'
C27	81.06'	145.00'	32°01'55"	S82°02'57"E	80.01'
C28	48.92'	175.00'	16°00'57"	S89°56'34"W	48.76'
C29	158.39'	475.00'	19°06'21"	N88°23'53"E	157.66'
C30	61.59'	1025.00'	3°26'34"	S80°33'59"W	61.58'
C31	58.59'	975.00'	3°26'34"	S80°33'59"W	58.58'
C32	175.07'	525.00'	19°06'21"	N88°23'53"E	174.26'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C33	34.94'	125.00'	16°00'57"	S89°56'34"W	34.83'
C34	109.02'	195.00'	32°01'55"	S82°02'57"E	107.60'
C35	34.94'	125.00'	16°00'57"	N74°02'28"W	34.83'
C36	19.57'	486.00'	2°18'27"	N08°12'11"E	19.57'
C37	5.92'	500.00'	0°40'40"	N09°01'05"E	5.92'
C38	14.00'	500.00'	1°36'16"	N07°52'37"E	14.00'
C39	55.68'	286.00'	11°09'20"	S87°37'37"E	55.60'
C40	61.14'	314.00'	11°09'20"	S87°37'37"E	61.04'
C41	39.43'	25.50'	88°35'38"	S53°39'14"W	35.62'
C42	40.68'	25.50'	91°24'22"	S36°20'46"E	36.50'
C43	39.43'	25.50'	88°35'38"	S53°39'14"W	35.62'
C44	6.79'	25.50'	15°15'21"	N89°40'38"W	6.77'
C45	32.64'	25.50'	73°20'17"	S46°01'33"W	30.46'
C46	100.21'	525.00'	10°56'10"	S87°31'02"E	100.05'
C47	4.94'	525.00'	0°32'23"	N86°44'42"E	4.94'
C48	69.91'	525.00'	7°37'48"	N82°39'36"E	69.86'
C49	44.20'	975.00'	2°35'51"	S80°08'38"W	44.20'
C50	14.38'	975.00'	0°50'43"	S81°51'55"W	14.38'
C51	2.86'	1025.00'	0°09'36"	S82°12'29"W	2.86'
C52	58.73'	1025.00'	3°16'58"	S80°29'11"W	58.72'
C53	37.29'	475.00'	4°29'53"	N81°05'39"E	37.28'
C54	36.42'	475.00'	4°23'36"	N85°32'23"E	36.41'
C55	84.68'	475.00'	10°12'51"	S87°09'23"E	84.57'
C56	1.74'	175.00'	0°34'06"	N66°19'03"W	1.74'
C57	26.08'	175.00'	8°32'24"	N70°52'17"W	26.06'
C58	21.10'	175.00'	6°54'28"	N78°35'43"W	21.09'
C59	25.52'	314.00'	4°39'23"	S84°22'39"E	25.51'
C60	35.62'	314.00'	6°29'57"	S89°57'19"E	35.60'
C61	5.74'	25.50'	12°53'32"	S75°36'11"E	5.73'
C62	34.94'	25.50'	78°30'50"	S29°54'00"E	32.27'
C63	31.01'	25.50'	69°40'40"	S43°57'18"W	29.14'
C64	8.53'	25.50'	19°09'23"	S88°22'21"W	8.49'

Line Table		
Line #	Length	Direction
L1	10.46	N81° 56' 05.31"E
L2	10.54	S66° 01' 59.72"E
L3	10.46	N81° 56' 05.31"E
L4	10.54	S66° 01' 59.72"E
L5	10.54	S66° 01' 59.72"E
L6	10.46	N81° 56' 05.31"E
L7	10.00	N07° 57' 02.79"E
L8	10.00	S07° 57' 02.79"W
L9	10.00	S07° 57' 02.79"W
L10	10.00	N07° 57' 02.79"E
L11	10.00	S02° 34' 12.79"W
L12	10.00	N09° 32' 13.21"W
L13	10.00	S09° 32' 13.21"E
L14	10.00	N03° 12' 17.21"W
L15	22.43	S09° 32' 13.21"E
L16	22.00	N07° 57' 02.79"E
L17	22.00	S07° 57' 02.79"W
L18	22.00	N07° 57' 02.79"E
L19	22.00	N80° 38' 35.19"W
L20	22.00	S80° 38' 35.19"E
L21	22.00	N80° 38' 35.19"W
L22	22.00	S80° 38' 35.19"E
L23	22.00	N07° 57' 02.79"E
L24	21.36	S07° 57' 02.79"W
L25	20.59	N07° 57' 02.79"E
L26	22.00	S07° 57' 02.79"W
L27	10.00	N80° 38' 35.19"W
L28	10.00	S80° 38' 35.19"E
L29	10.00	N80° 38' 35.19"W
L30	10.00	S80° 38' 35.19"E
L31	21.10	N07° 57' 02.79"E
L32	22.00	S07° 57' 02.79"W
L33	10.00	S07° 57' 02.79"W
L34	10.00	N07° 57' 02.79"E
L35	10.00	N07° 57' 02.79"E
L36	10.00	S07° 57' 02.79"W
L37	22.01	N07° 57' 02.79"E
L38	22.01	S07° 57' 02.79"W
L39	22.00	N07° 57' 02.79"E
L40	22.00	S07° 57' 02.79"W

Line Table		
Line #	Length	Direction
L41	22.00	N07° 57' 02.79"E
L42	22.00	S07° 57' 02.79"W
L43	22.00	N07° 57' 02.79"E
L44	22.00	S07° 57' 02.79"W
L45	10.00	S07° 57' 02.79"W
L46	10.00	N07° 57' 02.79"E
L47	10.00	S07° 57' 02.79"W
L48	10.00	N07° 57' 02.79"E
L49	10.00	S07° 57' 02.79"W
L50	22.00	N07° 57' 02.79"E
L51	31.53	S07° 57' 02.79"W
L52	25.28	N09° 44' 02.04"W
L53	22.46	S09° 44' 02.04"E
L54	10.00	N09° 44' 02.04"W
L55	10.00	S09° 44' 02.04"E
L56	10.00	N07° 57' 02.79"E
L57	10.00	S07° 57' 02.79"W
L58	10.00	S03° 12' 17.21"E
L59	22.00	N09° 32' 13.21"W
L60	22.86	S02° 34' 12.79"W
L61	21.38	N02° 34' 12.79"E
L62	10.00	N02° 34' 12.79"E
L63	10.00	N07° 57' 02.79"E
L64	23.04	S07° 57' 02.79"W
L65	22.00	N03° 12' 17.21"W
L66	10.00	S07° 57' 02.79"W
L67	22.00	S07° 57' 02.79"W
L68	28.30	N07° 57' 02.79"E
L69	23.27	S07° 57' 02.79"W
L70	22.00	N07° 57' 02.79"E
L71	22.00	S03° 12' 17.21"E
L72	22.00	N03° 12' 17.03"W
L73	10.00	S03° 12' 17.03"E
L74	16.83	N82° 02' 57.21"W
L75	25.57	S81° 59' 38.08"E
L76	21.98	N87° 08' 02.57"E
L77	10.00	S07° 57' 02.79"W
L78	10.00	N07° 57' 02.79"E
L79	10.00	N07° 57' 02.79"E
L80	10.00	S07° 57' 02.79"W

17943

ENT 169675:2021 Map # 17943
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 01 3:49 pm FEE 426.00 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

17943 3OF3

DRH EAGLE POINT TOWNHOMES PLAT "C"
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SHEET 3 OF 3

WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

NOVEMBER 5, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Marcus Draper, City Attorney; Gina Olsen, City Recorder; Kimberly Ruesch, Director of Administrative Services; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Planning Director; Kiara Polee, Affordable Housing Coordinator; Rob Hobbs, Senior Planner; Lacie Messerly, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; and Embret Fossum, UFA Battalion Chief.

CITY STAFF PRESENT ELECTRONICALLY: Evan Berrett, Economic Development Director

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:01 PM. He noted Councilmember Wood was excused and would join later in the meeting.

1. DISCUSSION AND INFORMATION ITEMS

Item 1.B. was discussed before Item 1.A.

1.B. DISCUSSION - Mortgage Assistance Program Policy on Citizenship Requirements

The recording of the discussion can be found online here at 00:00:50.

Housing Coordinator Kiara Polee outlined that the Mortgage Assistance Program has received applications from non-citizen residents. The current policy does not specify citizenship requirements. Staff requested City Council input to clarify eligibility for applicants residing in the U.S. under work visas or similar arrangements.

1.A. DISCUSSION - Parks, Trails, and Open Space Master Plan - MHTN Architects

The recording of the discussion can be found online here at 00:16:45.

Representative Ryan Wallace and Vince Olcott from MHTN Architects presented an updated Parks, Trails, and Open Space Plan for Eagle Mountain. They reviewed the plan's guiding principles, process, and existing conditions, and shared maps illustrating residential growth and open space.

2. AGENDA REVIEW

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amendments to the Eagle Mountain Mortgage Assistance Program (MAP) Policy Regarding Eligibility and Application Requirements

The recording of the discussion can be found online here at 01:10:38.

Housing Coordinator Kiara Polee discussed that the proposed amendments to the Mortgage Assistance Program (MAP) would expand eligibility and simplify access by adding veterans and active-duty military personnel to Tier 2. It would also remove the background check requirement to align with industry standards and reduce administrative burden.

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving the Commercial Affordability Program (CAP) Policy

The recording of the discussion can be found online here at 01:12:09.

Housing Coordinator Kiara Polee explained that the proposed resolution would adopt the Commercial Affordability Program (CAP) Policy, creating a forgivable loan program funded through CDBG to assist local entrepreneurs in opening brick-and-mortar locations. The program offers up to $75,000 for eligible costs and includes requirements for continued operations in Eagle Mountain for two years.

12.A. MASTER SITE PLAN - John Hancock Charter School

The recording of the discussion can be found online here at 01:22:34.

Assistant City Engineer David Salazar presented the Conditions of Approval for intersection improvements that must be met for the school to move forward with a Certificate of Occupancy.

15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Wastewater Master Plan and Impact Fee Facilities Plan (IFFP)

The recording of the discussion can be found online here at 01:31:03.

City Engineer Vince Hogge presented the Wastewater Master Plan and Impact Fee Facilities Plan (IFFP) which included upgrades surrounding the East Trunkline, West Trunkline, Pole Canyon Trunkline, Wastewater Treatment Plant Upgrade and Treated Water Disposal Upgrade.

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Clark moved to adjourn to a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:54 PM.

The recording of the discussion can be found online here at 01:51:40.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:03 PM.

The recording of the discussion can be found online here at 01:53:24.

5. PLEDGE OF ALLEGIANCE

Councilmember Gray led the Pledge of Allegiance.

6. INFORMATION ITMES/UPCOMING EVENTS

7. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:04 PM.

The following individuals spoke during the Public Comment period: Brady Thompson and Amanda Mendenhall.

Mayor Westmoreland closed the public comment period at 7:09 PM.

The recording of the discussion can be found online here at 01:54:04.

8. RECOGNITION/INTRODUCTIONS

8.A. RECOGNITION - Graduates of Eagle Mountain Academy Fall 2025

The recording of the discussion can be found online here at 01:59:58.

Mayor Westmoreland recognized the graduates of the Fall 2025 Eagle Mountain Citizens Academy and each graduate was congratulated by the Mayor and members of the City Council.

Members of the Citizen's Academy included: Chris Waldron, Charlotte Ducos, Brooke Jackson, Tim Youngberg, Johnny Call, Jennifer Knight, Jeffrey Knight, Amy Coria, Ben Perez, Fabiana Boothe, John Bobleter, Matt Heff, Jessie Southworth, Kaeley White, Melanie Castillo, Phillip Miller, Chris Matern, Silvia Garcia and Mandy Dow.

9. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 02:07:15.

9.A. PROCLAMATION – Proclaiming November 2025 as Hunger Awareness Month

Mayor Westmoreland read the proclamation.

MOTION: *Councilmember Gray moved to adopt a Proclamation of Eagle Mountain City, Utah, Proclaiming November 2025 as Hunger Awareness Month. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the proclamation can be found online here at 02:16:38.

CONSENT AGENDA

10. BOND RELEASES

10.A. BOND - The Towns at Brylee Farms Phase B, Plat 3 - Into Warranty

11. MINUTES

11.A. October 21, 2025 Minutes - Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

12.A. MASTER SITE PLAN - John Hancock Charter School

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amendments to the Eagle Mountain Mortgage Assistance Program (MAP) Policy Regarding Eligibility and Application Requirements

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving the Commercial Affordability Program (CAP) Policy

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving an Escrow Agreement for Water Dedication and Public Water Supply Agreement with John Hancock Charter School Foundation

14. ORDINANCES

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Reenacting the Eagle Mountain Municipal Code Section 3.10.080, Reimbursement for Certain Users Related to Municipal Energy Tax

MOTION: *Councilmember Wright moved to approve the Consent Agenda and to also include the "Conditions of Approval on Intersection Improvements", provided by Staff, for Item 12.A. for the John Hancock Charter School West Campus. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:19:48.

SCHEDULED ITEMS

15. RESOLUTIONS/PUBLIC HEARINGS

15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Wastewater Master Plan and Impact Fee Facilities Plan (IFFP)

The recording of the discussion can be found online here at 02:20:42.

City Engineer Vince Hogge presented the Wastewater Master Plan and Impact Fee Facilities Plan (IFFP) which identifies current system deficiencies and outline improvements needed to support future growth. The IFFP focuses on a five-year horizon, while the Master Plan addresses full

buildout of the City. Due to rapid growth, the City has been working to catch up on necessary infrastructure, including treatment facility upgrades, new sewer lines, and expanded disposal capacity.

Mayor Westmoreland opened the Public Hearing period at 7:37 PM. Seeing no one wished to speak Mayor Westmoreland closed the Public Hearing at 7:37 PM.

MOTION: *Councilmember Wood moved to approve a Resolution of Eagle Mountain City, Utah, Approving the Wastewater Master Plan and Impact Fee Facilities Plan (IFFP). Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:27:52.

16. SWEETWATER #4 COMMUNITY REINVESTMENT PROJECT AREA

16.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Adopting the Sweetwater #4 Community Reinvestment Area Project Area Plan, as Approved by the Redevelopment Agency of Eagle Mountain City, as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute

The recording of the discussion can be found online here at 02:28:23.

Director of Legislative and Strategic Services Evan Berrett outlined that this ordinance adopts the Sweetwater #4 Community Reinvestment Area (CRA) Project Area Plan as approved by the Redevelopment Agency of Eagle Mountain City. Adoption of this ordinance formally designates the plan as the official project area plan for the Sweetwater #4 CRA and authorizes the required statutory notice of adoption. The Sweetwater #4 CRA considers the investment of several billion dollars into the Cedar Valley for the expansion of the Meta data center campus. The project area covers approximately 567 acres directly south of the current Meta data center campus.

MOTION: *Councilmember Clark moved to adopt an Ordinance of Eagle Mountain City, Utah, Adopting the Sweetwater #4 Community Reinvestment Area Project Area Plan, as Approved by the Redevelopment Agency of Eagle Mountain City, as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute. Councilmember Wright seconded the motion.*

Donna Burnham	No
Melissa Clark	Yes

Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a 4:1 vote.

The recording of the motion can be found online here at 02:48:25.

16.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Eagle Mountain City, Utah for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

The recording of the discussion can be found online here at 02:49:21.

Director of Legislative and Strategic Services Evan Berrett presented that the Interlocal Agreement establishes the terms of participation between Eagle Mountain City and the Redevelopment Agency for the Sweetwater #4 CRA, including the collection and use of tax increment revenues to support infrastructure improvements and economic development within the project area.

MOTION: *Councilmember Wright moved to approve a Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Eagle Mountain City, Utah for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

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

17. LEGISLATIVE ITEMS

17.A. UPDATE - Legislative Priorities List

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

Mayor Westmoreland and the City Councilmembers offered comments and reports on committees to which they are assigned as liaisons.

19. COMMUNICATION ITEMS

19.A. Upcoming Agenda Items

20. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 8:01 PM. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:51:48.

The meeting was adjourned at 8:01PM.

Approved by the City Council on December 16, 2025.

_____

Gina Olsen, CMC
City Recorder

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

NOVEMBER 18, 2025, 3:30 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

3:30 PM BOARD OF CANVASSERS - CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Westmoreland and Councilmembers Brett Wright, Donna Burnham, Melissa Clark, and Rich Wood.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Marcus Draper, City Attorney; Gina Olsen, City Recorder; Lacie Messerly, Deputy Recorder; Stephanie Allred, Deputy Recorder, Brandon Larsen, Planning Director and David Stroud, Senior Planner.

1. CALL TO ORDER

Board Chair Westmoreland called the Canvass meeting to order at 3:34 PM.

2. MOTION

2.A. RESOLUTION - A Resolution of the Board of Canvassers Certifying the Official Canvassers' Report of the November 4, 2025 General Municipal Election for Eagle Mountain City, Utah

The recording of the discussion can be found online here at 00:00:41.

City Recorder Gina Olsen presented the results of the 2025 Municipal General Election. The Utah County Elections Office has verified the ballots from the General Election with the following results:

- 27,204 ballots were mailed and a total of 8,831 were returned for a 32.46% return rate.
- 27 provisional ballots were issued, of which 1 were not counted due to incomplete information on the provisional ballot form.
- 284 ballots were returned but not counted due to missing signatures (10), signature discrepancies (85), or returned past the deadline (187), other reasons (2).
- 314 residents voted in person on Election Day (or an early vote center).
- 30 UOCAVA ballots were issued and 6 returned through Enhanced Voting.

DRAFT

Mayoral Candidates	Votes Cast
Jared R. Gray	4,506
Melissa Clark	4,197

Council Candidates	Votes Cast
Craig Whiting	4,224
Brett L Wright	4,020
Emily Buss	3,839
Charlotte Ducos	3,677

MOTION: *Boardmember Burnham moved that the Board of Canvassers adopt a Resolution verifying and ratifying the canvass results of the 2025 Municipal General Election; accept the report of the Election Official and certify the election results; and declare Jared R. Gray elected as the Four-year Mayor; Brett L. Wright and Craig Whiting elected as Four-year City Councilmembers; and certify that Proposition 8 (RAP Tax) was approved by voters and is therefore officially adopted. Boardmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

3. ADJOURNMENT

MOTION: *Boardmember Wright moved to adjourn the Canvass meeting. Boardmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the adjournment can be found online here at 00:07:24.

The Canvass meeting was adjourned at 3:45 PM.

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland and Councilmembers Donna Burnham, Melissa Clark, Rich Wood and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; Evan Berrett, Director of Legislative and Strategic Services; Marcus Draper, City Attorney; Gina Olsen, City Recorder; John Magness, Legislative and Policy Analyst; Angela Valenzuela, Human Resource Manager; Brad Hickman, Public Works Director; Natalie Winterton, Assistant to the City Manager; Brandon Larsen, Community Development Director; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; Elizabeth Fewkes, Planner; Jeret Schaffer, Finance Manager; Lacie Messerly, Deputy Recorder; Stephanie Allred, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director; David Salazar, Assistant City Engineer; Embret Fossum, UFA Battalion Chief; and Erik Knutzen, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Director of Administrative Services.

4. DISCUSSION AND INFORMATION ITEMS

Mayor Westmoreland called the City Council meeting to order at 4:01 PM. He noted that Councilmember Jared Gray would attend the meeting electronically.

4.A. PRESENTATION - Annual Resident Survey - OnPointe Insights

The recording of the discussion can be found online here at 00:08:46.

Representative from OnPointe Insights Ron Gailey gave a presentation on the Eagle Mountain City city-wide survey which was recently completed. The survey, which is done annually, covered a variety of topics to inform the City Council on resident desires, beliefs, and more. This year, the resident survey was conducted by OnPointe Insights, who completed the General Plan survey last year. The survey was conducted a couple months ago and is now ready to be presented to Council.

Mr. Gailey stated the survey results were similar to results from the previous year and cited traffic and road connectivity as major impacts to residents. Discussion took place among the Council on items that could be expanded or brought into more detail in future surveys.

4.B. PRESENTATION - Mid Valley Road Feasibility Study Report

The recording of the discussion can be found online here at 00:39:33.

Assistant City Engineer David Salazar and representative Kevin Croshaw from Avenue Consultants presented the completed feasibility study for the proposed roadway connection. The study evaluated alignment alternatives, traffic demand, rights-of-way, utilities, environmental impacts, and construction costs to determine if the roadway is cost-effective, and consistent with the City's Transportation Master Plan.

4.C. DISCUSSION - Proposed Annexation Policy Plan

The recording of the discussion can be found online here at 01:18:11.

Community Development Director Brandon Larsen proposed an Annexation Policy Plan as part of the General Plan update, identifying areas eligible for annexation and criteria for evaluation, including water and neighborhood considerations. Six areas are highlighted, and the plan will return to the Planning Commission on November 25, 2025, for a public hearing and recommendation.

5. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Clark moved to adjourn to a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:54 PM.

The recording of the motion can be found online here at 02:00:42.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

6. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:04 PM. He noted that Councilmember Gray would be attending electronically.

7. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

8. INFORMATION ITMES/UPCOMING EVENTS

9. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:06 PM.

The following individuals spoke during the Public Comment period: David Salazar and Emily Buss. Joy Rasmussen's Public Comment was read by City Recorder Gina Olsen.

Mayor Westmoreland closed the public comment period at 7:10 PM.

The recording of the public hearing can be found online here at 02:06:57.

10. RECOGNITION

10.A. RECOGNITION - Food Pantry Services Coordination

The recording of the recognition can be found online here at 02:08:48.

Mayor Westmoreland recognized community members who assisted in coordinating food pantry services during the federal economic shutdown, including Mandy Lane, Simone Mestanza, Tamara Brown, Hannah Wertz, and Rachel and Trieste Smith.

11. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 02:13:35.

CONSENT AGENDA

12. BOND RELEASES

12.A. Rose Ranch Phase A, Plat 1 - Into Warranty

13. ORDINANCES

13.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Eagle Mountain Municipal Code Section 15.10.280 Regarding Traffic Control and Road Closures

14. RESOLUTIONS

14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule Section 11, Regarding Traffic Control and Road Closure Permits and Penalties

14.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Repealing and Replacing Section 22.00 (Privacy Program Policy) and Amending Section 5.75 (Artificial Intelligence Employee Policy) of the Eagle Mountain City Employee Policies and Procedures Manual

14.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Reimbursement Agreement for Desert Willow Drive with Patterson Construction, Inc.

14.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending Various Sections of the Eagle Mountain Policies and Procedures Manual

MOTION: *Councilmember Wright moved to approve the Consent Agenda and removing 13.A. and placing it on the Scheduled Items for further discussion and also removing Item 14.C. completely from the agenda. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 02:30:50.

SCHEDULED ITEMS

13. ORDINANCES

13.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Eagle Mountain Municipal Code Section 15.10.280 Regarding Traffic Control and Road Closures

The recording of the discussion can be found online here at 02:31:26.

Assistant City Engineer David Salazar presented that Staff reported ongoing issues with contractors performing unapproved road closures or unsafe traffic control in the public right-of-way, creating safety concerns and requiring repeated City intervention. To address this, staff proposed updating City Code 15.10.280 to create a formal Traffic Control and Road Closure Permit requiring advance plan submittals, proper notification, and permittee responsibility for all traffic control. The update also adds a fee schedule and enforcement measures, including warnings, fines, and potential payment withholding for non-compliance.

MOTION: *Councilmember Clark moved to adopt an Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Eagle Mountain Municipal Code Section*

15.10.280 Regarding Traffic Control and Road Closures updating Subsection B as follows:

- *A traffic control plan and communications plan for notifying residents shall be submitted to the City for review and approval no less than seven (7) calendar days prior to any scheduled work within the public right-of-way.*
- *All traffic control plans shall comply with the most recent edition of the Utah MUTCD and applicable City standards.*
- *Work shall not commence until the City has reviewed and approved the traffic control plan, communications plan, and issued a permit.*
- *Notification of the City Engineer, or designee, shall be provided a minimum of three (3) business days (Monday through Friday) prior to the start of the activity. Example: If work is scheduled to begin on a Monday, notification must be provided no later than the preceding Wednesday.*
- *Contractors shall be responsible for maintaining approved traffic control in good working order and in compliance with applicable standards for the duration of the work.*

Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray*	Excused
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

**Councilmember Gray lost satellite connection and did not vote.*

The recording of the motion can be found online here at 02:38:46.

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Lower Hidden Valley Master Development Plan and Agreement

The recording of the discussion can be found online here at 02:39:47.

Senior Planner Robert Hobbs and Assistant City Engineer David Salazar presented a request by Perry Homes for Master Development Plan Amendment approval to amend the Lower Hidden Valley Master Development Plan and Agreement pertaining to approximately 244.60 acres of property (Parcels #s 58:040:0149 & 58:040:0010) located west of the southwest corner of Hidden Valley Parkway and Pony Express Parkway on the east side of Pony Express Parkway (aka The Trails at Hidden Valley).

Mayor Westmoreland opened the Public Hearing period at 7:51 PM.

The following individuals spoke during the public hearing period: Chris Turner on behalf White Birch Drive Citizen Group and Bettina Cameron on behalf of the Eagle Mountain Nature Wildlife Alliance.

Mayor Westmoreland closed the Public Hearing at 7:58 PM.

The recording of the public hearing can be found online here at 02:49:36.

Perry Homes applicant Lynsi Neve presented proposed plans for Lower Hidden Valley related to the Second Amendment to the Master Development Plan.

Much discussion took place between the City Council and the applicants regarding the proposed changes. Perry Homes asserted the revised application is a better product overall for the City. Staff indicated they are willing to spend additional time with Perry Homes on the application and return to a future meeting.

Prior to a motion being made, Perry Homes withdrew their application, and no action was taken by the City Council.

The recording of the public hearing can be found online here at 03:30:27.

15.B. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adding the Water Use and Preservation Plan, an Appendix to the 2018 Eagle Mountain General Plan

The recording of the discussion can be found online here at 03:35:01.

Community Development Director Brandon Larsen and representative Andrew McKinnon from Bowen & Collins presented a proposal required by Utah Code 10-20-404 to be incorporated into the General Plan. The proposal addresses the impacts of development on water demand and infrastructure, strategies to reduce water use for new and existing development, and opportunities for the City to eliminate water waste.

Mayor Westmoreland opened the Public Hearing period at 8:53 PM. Seeing no one wished to speak Mayor Westmoreland closed the Public Hearing at 8:53 PM.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Adding the Water Use and Preservation Plan, an Appendix to the 2018 Eagle Mountain General Plan. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:59:13.

15.C. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending EMMC 16.30.090.C.5.b.iii, Connectivity Standards, and EMMC 17.100.050.C.3, Site Plan Development Standards

The recording of the discussion can be found online here at 04:00:01.

Senior Planner David Stroud presented conflicting code sections regarding non-residential lot interconnections and recommended clarifying that interconnections are required only in CN, CC, CR, MEC, and OP zones to support commercial circulation, and not in Industrial, LMD, or Commercial Storage zones.

Mayor Westmoreland opened the Public Hearing period at 9:04 PM. Seeing no one wished to speak Mayor Westmoreland closed the Public Hearing at 9:04 PM.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending EMMC 16.30.090.C.5.b.iii, Connectivity Standards, and EMMC 17.100.050.C.3, Site Plan Development Standards. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:02:59.

15.D. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits

The recording of the discussion can be found online here at 04:03:33.

Planner Steven Lehmitz presented a proposal to amend EMMC 17.80 to clarify the permit requirements for certain signs, along with minor text updates and revisions to figures and schematics.

Mayor Westmoreland opened the Public Hearing period at 9:13 PM. Seeing no one wished to speak Mayor Westmoreland closed the Public Hearing at 9:14 PM.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits adding that height recommendation be "from natural grade". Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:12:17.

16. LEGISLATIVE ITEMS

16.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 04:13:17.

Management and Policy Analyst John Magness provided updates on the Legislative Priorities List.

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

Mayor Westmoreland and the City Councilmembers offered comments and reports on committees to which they are assigned as liaisons.

18. COMMUNICATION ITEMS

18.A. Upcoming Agenda Items

19. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 9:22 PM. Councilmember Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 04:19:36.

The meeting was adjourned at 9:22 PM.

Approved by the City Council on December 2, 2025.

_____

Gina Olsen, CMC

City Recorder

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

DECEMBER 2, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Evan Berrett, Director of Legislative and Strategic Services; Marcus Draper, City Attorney; Gina Olsen, City Recorder; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Emmu Salo, Management Analyst; Natalie Winterton, Assistant to the City Manager; Brandon Larsen, Community Development Director; Steven Lehmitz, Planner; Elizabeth Fewkes, Planner; Abby Ivory, Economic Development Director; Lacie Messerly, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief, Erik Knutzen; Chief Deputy Sheriff; and Jeret Shaffer, Finance Manager.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:02 PM.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION - Procedure and Timing for Upcoming Vacancies - Gina Olsen, City Recorder

The recording of the discussion can be found online here at 00:00:37.

City Recorder Gina Olsen and City Attorney Marcus Draper presented an overview of the procedures and timeline associated with upcoming vacancies on City boards and commissions. She outlined the steps for submitting applications, the expected deadlines, and the process for Council review and appointment.

2. AGENDA REVIEW

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual

The recording of the discussion can be found online here at 00:17:59.

The City Council removed this item from the Agenda entirely and also requested the item be placed on a future Work Session for further discussion.

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving Amendments to the Contract for Mortgage Assistance Program Administration with Ultimate Home Lending, LLC

The recording of the discussion can be found online here at 00:19:04.

Councilmember Wood requested adding language stating that if the program reaches 100 applications, the contract will return to the City Council for amendment to ensure appropriate compensation for the contractor.

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2026 City Council Meeting Schedule

The recording of the discussion can be found online here at 00:19:45.

The City Council and Staff reviewed and approved the City Council Meeting Schedule for 2026.

14.A. PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza

The recording of the discussion can be found online here at 00:28:21.

Planner Steven Lehmitz discussed the proposed Master Development Plan for a 27.35-acre parcel located on the northeast corner of Spring Run Parkway and SR-73. The first phase of the project (8.15 acres) would be rezoned to Commercial Community and likely subdivided into six lots.

14.B. PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 6 and Title 17 to Establish Standards for Alternative Animal Management Plans and Update Other Zoning Provisions

The recording of the discussion can be found online here at 00:32:53.

Planner Steven Lehmitz presented the updated amendments for the City Council's approval, including revised animal allowances on larger lots, added Council notification requirements, and provisions allowing animal structures to be closer to property lines.

DRAFT

14.C. PUBLIC HEARING / ORDINANCE – An Ordinance of Eagle Mountain, Utah, Amending the General Plan for Moderate Income Housing

The recording of the discussion can be found online here at 00:50:22.

Long Range Planner Elizabeth Fewkes presented that on January 3, 2023, Eagle Mountain City amended Chapter 9 of the General Plan to include State-required Moderate Income Housing strategies. An error in Strategy 5 omitted the word "other," which the State requested be corrected to match Utah Code 10-9a-403(2)(b)(iii)(W). This amendment updates Strategy 5 to reflect the exact Code language while maintaining compliance with State requirements.

15.A. PUBLIC HEARING / RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Annexation Policy Declaration as Part of the General Plan

The recording of the discussion can be found online here at 00:52:25.

Community Development Director Brandon Larsen presented that in conjunction with Eagle Mountain City's General Plan update process, the City is proposing an updated annexation policy plan. This key document identifies areas of unincorporated Utah County from which the City is willing to consider annexation requests.

16.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Chapter 3.45, "Recreation, Arts, and Park Tax", of the Eagle Mountain City Municipal Code

The recording of the discussion can be found online here at 01:18:34.

City Attorney Marcus Draper informed the City Council that this item is a procedural step to finalize the RAP Tax.

17.A. UPDATE – Legislative Priorities List

The recording of the motion can be found online here at 01:20:46.

Legislative Priorities Analyst John Magness provided an update on the Legislative Priorities list and requested the City Council take action on the list during the Policy Session.

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Gray moved to adjourn to a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

Donna Burnham Yes

Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:43 PM.

The recording of the motion can be found online here at 01:41:00.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:05 PM.

The recording of the discussion can be found online here at 01:42:30.

5. PLEDGE OF ALLEGIANCE

Councilmember Wood led the Pledge of Allegiance.

6. INFORMATION ITMES/UPCOMING EVENTS

7. APPOINTMENTS

7.A. Library Advisory Board

1. Josh Biagio - Three-year Term, January 2026 through December 2028

The recording of the appointment can be found online here at 01:43:23.

MOTION: *Councilmember Burnham moved to approve the three-year appointment of Josh Biagio to the Library Advisory Board from January 1, 2026 through December 31, 2028. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

2. Emily Hoehne - Three-year Term, January 2026 through December 2028

MOTION: *Councilmember Burnham moved to approve the three-year appointment of Emily Hoehne to the Library Advisory Board from January 1, 2026 through December 31, 2028. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

3. Dani McKean - Three-year Term, January 2026 through December 2028

MOTION: *Councilmember Burnham moved to approve the three-year appointment of Dani McKean to the Library Advisory Board from January 1, 2026 through December 31, 2028. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

City Recorder Gina Olsen noted the new appointees were not present and would the Oath of Office for each Library Board member would be administered at the next Library Board meeting.

The Planning Commission appointments were removed from the agenda and not reviewed or discussed.

8. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:10PM.

The following individuals spoke during the Public Comment period: Elbamaria Perez and Maleah Bliss.

Mayor Westmoreland closed the public comment period at 7:18 PM.

The recording of the discussion can be found online here at 01:46:51.

9. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 01:56:14.

DRAFT

10. PROCLAMATIONS

10.A. PROCLAMATION - Proclaiming Utah PTA Centennial Celebration Month

Mayor Westmoreland read the proclamation.

MOTION: *Councilmember Wright moved to approve a Proclamation of Eagle Mountain City, Utah, Proclaiming December 2025 as Utah PTA Centennial Celebration Month. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the proclamation can be found online here at 02:03:37.

CONSENT AGENDA

11. BOND RELEASES

11.A. Firefly NPA 8, Offsite Sewer - Into Warranty

11.B. Parkway Fields Phase D, Plat 2 - Into Warranty

12. MINUTES

12.A. October 28, 2025 Minutes - Joint Planning Commission Special Session

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving Amendments to the Contract for Mortgage Assistance Program Administration with Ultimate Home Lending, LLC

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2026 City Council Meeting Schedule

MOTION: *Councilmember Wood moved to approve the Consent Agenda, removing Item 13.A. - A Resolution of Eagle Mountain City, Utah, Amending Section 5.40*

(Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual; and, including language in Item 13.B - Contract for Mortgage Assistance Program Administration with Ultimate Home Lending, LLC to state that the contract will be brought back to the City Council if loan applications exceed 100. Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:09:52.

SCHEDULED ITEMS

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual

MOTION: *Councilmember Wood moved to table a Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual, and directed Staff to bring the item to a future Work Session for further discussion. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 02:11:34.

14. ORDINANCES/PUBLIC HEARINGS

14.A. PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza

The recording of the discussion can be found online here at 02:12:24.

DRAFT

Planner Steven Lehmitz, along with Jason Thompson from AWA Engineering, discussed the proposed Master Development Plan and Rezone request for the Spring Run Plaza project at SR-73 and Spring Run Parkway. The proposal covers a 27.35-acre parcel, with the first 8.15 acres to be rezoned to Commercial Community and subdivided into six lots, while the remainder would stay Commercial until a future amendment. Since the February 18, 2025 meeting, the applicants have worked with staff, elected officials, and neighbors to determine the width and alignment of Road A, which will function as a minor arterial, with a portion constructed as part of this phase.

Mayor Westmoreland opened the Public Hearing period at 7:42 PM. Seeing no one wished to speak Mayor Westmoreland closed the Public Hearing at 7:42 PM.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza with the addition that the rights-of-way containing Roads A and B are rezoned to Agriculture. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:22:09.

14.B. PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 6 and Title 17 to Establish Standards for Alternative Animal Management Plans and Update Other Zoning Provisions

The recording of the discussion can be found online here at 02:23:00.

Planner Steven Lehmitz presented the proposed amendments to the EMMC addressing standards for alternative animal management plans, clarifications to ADU exceptions, and public hearing requirements for variances and land use appeals. The Council had remanded the item to the Planning Commission on October 21, 2025, directing updates to Table 6.10.080 on permitted animal numbers for larger lots, adding Council notification requirements for alternative animal management decisions, and allowing animal-housing structures to be located closer to property lines with an approved plan.

Mayor Westmoreland opened the Public Hearing period at 7:56 PM.

The following individuals spoke during the public hearing period: Amanda Mendenhall

Mayor Westmoreland closed the Public Hearing at 7:58 PM.

The recording of the public hearing can be found online here at 02:33:44.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 6 and Title 17 to Establish Standards for Alternative Animal Management Plans and Update Other Zoning Provisions with the following addition:*

- *The non-transferable Notice of Intent (NOI) is tied to the applicant rather than the property; therefore, the Animal Management Plan automatically terminates upon sale of the property.*

Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:35:38.

14.C. PUBLIC HEARING / ORDINANCE – An Ordinance of Eagle Mountain, Utah, Amending the General Plan for Moderate Income Housing

The recording of the discussion can be found online here at 02:37:21.

Long Range Planner Elizabeth Fewkes explained that the proposed ordinance updates Chapter 9 of the General Plan to correct an omission in Moderate Income Housing (MIH) Strategy 5. The word "other" was inadvertently left out when the City adopted State-required MIH strategies on January 3, 2023. During the 2025 MIH report review, the State identified the error and requested the correction to ensure the strategy matches the exact wording in Utah Code 10-9a-403(2)(b)(iii)(W) and avoid misinterpretation. The City's report remained compliant because the intent of the law had been met.

Mayor Westmoreland opened the Public Hearing period at 8:00 PM. Seeing no one wished to speak Mayor Westmoreland closed the Public Hearing at 8:01 PM.

MOTION: *Councilmember Gray moved to adopt an Ordinance of Eagle Mountain, Utah, Amending the General Plan for Moderate Income Housing. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:38:18.

15. RESOLUTIONS

15.A. PUBLIC HEARING / RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Annexation Policy Declaration as Part of the General Plan

The recording of the discussion can be found online here at 02:39:06.

Community Development Director Brandon Larsen presented an updated Annexation Policy Plan. The plan identifies six areas of unincorporated Utah County that Eagle Mountain City may consider for future annexation. It includes an annexation policy map and criteria to guide City decision-makers in evaluating annexation proposals. Staff ensured the document meets all requirements of Utah Code §10-2-803 and highlights key considerations such as water availability, neighborhood compatibility, and statutory limitations.

Each of the six annexation areas includes a description of associated benefits and challenges. The proposal was presented to affected entities at the November 12, 2025 Planning Commission meeting and to the City Council on November 18, 2025. Councilmembers were generally supportive and suggested adding key desirable or undesirable land uses for each area.

Mayor Westmoreland opened the Public Hearing period at 8:12 PM.

The following individuals spoke during the public hearing period: Joy Rasmussen, Kent Dansie, Todd Crowther, and Fairfield Mayor Hollie McKinney.

Mayor Westmoreland closed the Public Hearing at 8:22 PM.

The recording of the public hearing can be found online here at 02:49:30.

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Annexation Policy Declaration as Part of the General Plan with the following conditions:*

1. *That the plan include the "Statement Addressing Comments of Affected Entities" as drafted by the City Attorney with the amendment that the SITLA and Saratoga Springs verbiage be omitted for the following reasons:*
    a. *The alignment in Area 6 matches the previous alignment from the Eagle Mountain City 2009 Annexation Policy Plan, and*
    b. *The annexation policy plan may overlap the plans from another jurisdiction, which would allow a property owner to*

have the option of which municipality would be most beneficial for annexation.

2. *That the Annexation Policy Plan show Area 1 extending to Utah Lake, as presented, and*
3. *That the Annexation Policy Map show dates of previous versions of the annexation map/year it was approved, and*
4. *That the Annexation Policy Map show crosshatching for old property vs. newly expanded property boundaries.*

Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:08:44.

16. ORDINANCES

16.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Chapter 3.45, "Recreation, Arts, and Park Tax", of the Eagle Mountain City Municipal Code

The recording of the discussion can be found online here at 03:13:14.

City Attorney Marcus Draper reported that on November 4, 2025, voters considered a ballot proposition to enact a Recreation, Arts, and Parks (RAP) Tax. State law allows a city council to impose the tax if a majority of voters approve it. After canvassing the election results on November 18, 2025, the Council confirmed the majority of voters supported the RAP Tax. To formally implement the tax, the Council must adopt an ordinance, which was presented for consideration.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Enacting Chapter 3.45, "Recreation, Arts, and Park Tax", of the Eagle Mountain City Municipal Code. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:14:37.

City Attorney Marcus Draper outlined the next steps, including establishing a RAP Tax/Community Services Board. He noted that, under State Code, the earliest date the RAP Tax could begin being collected was April 1, 2026.

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

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

19. COMMUNICATION ITEMS

19.A. Upcoming Agenda Items

20. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 8:42 PM. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:19:33.

The meeting was adjourned at 8:42 PM.

Approved by the City Council on _____, 2025.

_____
Gina Olsen, CMC
City Recorder

DRAFT

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	MASTER SITE PLAN - Firefly NPA 9 A
ITEM TYPE:	Master Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Candlelight Homes, Heather Upshaw representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Various (e.g., Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial)...	28.14

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff recommends that the [updated] Master Site Plan be approved.

BACKGROUND:
In 2023, the Pole Canyon 2010 era Master Development Plan and Master Development Agreement were amended and re-stated to recompose the project into the Firefly planned community. The changeover included a collection of changes to layout and building design concepts. Submittal of the Master Site Plan made the subject of this report comes on the heels of the City's approval of the Firefly project. Firefly NPA 9 Phase A is one among various anticipated site plans (with associated plats) to be submitted to the City for review and approval. It is the first to come forward since the project was re-entitled with condos — which are allowed for by the community's approved build-out plan. It is shown on the development's Land Use Master Plan as being slated for 370 units (23 buildings + a clubhouse) on some [projected] 32 acres overall.

ITEMS FOR CONSIDERATION:
Site Plan Approval Overview
Site plan approvals depend on compliance with City code and relevant Development Agreements. The approval criteria are outlined in EMMC §§ 17.100.050 & 17.100.060. Site plans must meet all required elements and code standards. Subjective criteria may apply. Master site plans apply to developments over five acres (EMMC § 17.100.040) [even if the MSP is but for one use/building on a property].

Site Plan and Architectural Standards
City code and the Firefly re-stated MDA and Community Plan (pp. 4-10 to 4-14) establish architectural standards for multifamily and townhouse structures. The following standards, taken from the Firefly Community Plan, are assessed as "Finding(s)." *Conflicts between City code and the Community Plan will favor the adopted Plan (see Firefly ARMDA, attached paragraph 43) as the*

Community Plan prevails. Refer to the attached plans for details.

Condo Plan Aspects

Minimum Lot Area

- **Community Plan Requirements (CP 4-15):** No minimum lot area; conformance to setbacks will dictate lot sizes, verified during plan review with the Building Permit Application.
- **Finding(s):** Compliant

Building Sizes

- **Community Plan Requirements:** No applicable requirement(s)
- **Finding(s):** Compliant

Architectural Style/Theme

- **Community Plan Requirements (CP 4-15):** As per approved concepts and compliance with the following control: "The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes [residential units] adjacent to PTOS ["parks, trails and open space"] or on the cornerside of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials."
- **Finding(s):** Compliant

Main Entrances and Front Facades

- **Community Plan Requirements:** As stated above.
- **Finding(s):** Compliant

Roofs

- **Community Plan Requirements (CP 4-15):** "The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12."
- **Finding(s):** Compliant (combo gable and flat)

Building Articulation

- **Community Plan Requirements:** n/a aside from that referenced above.
- **Finding(s):** Compliant

Architectural Detailing

- **Community Plan Requirements:** Based on concept elevations and as per the above-cited

Community Plan allowances/requirements.
- **Finding(s):** Compliant

Building Materialsl.

- **Community Plan Requirements:** Materials should align with architectural styling; all must be ARC-approved.
- **Finding(s):** Compliant

Building Colors

- **Community Plan Requirements:** n/a
- **Finding(s):** Compliant; reflective of what is/was contemplated in the Community Plan

Garage Doors

- **Community Plan Requirements:** As per approved elevations.
- **Finding(s):** Compliant

Lighting

- **City Requirements:** All fixtures must be shielded and directed downward (dark-sky compliant).
- **Community Plan Requirements:** n/a
- **Finding(s):** Compliant - Streetlights, as necessary, to be called for as part of plat review.

Mailbox Structures

- **City Requirements:** Any cluster mailboxes should harmonize with the buildings.
- **Community Plan Requirements:** n/a
- **Finding(s):** Expected to comply with City and U.S.P.S. policies.

Mechanical Equipment

- **City Requirements:** Must be screened from public view.
- **Community Plan Requirements:** n/a
- **Finding(s):** Anticipated to be compliant; meters on/at end walls...a/c condenser units and any screening thereof not depicted. Applicant representative has stated that, “Currently our plan is to have the condensers for the top 2 levels of units on the roof and the 1st floor unit condensers on the ground. This approach was primarily driven by current building codes (IBC 2021) requiring a complicated and difficult to build shaft to accommodate the current, but more environmentally friendly, refrigerant used in the mechanical systems. However, the new building code cycle (IBC 2024) has recognized the relative low hazard of these refrigerants and has eliminated the requirement for the shafts. The eventual adoption of this code will allow us to place all condensers on the roof thus eliminating any ground floor condensers.”

Storage, Loading Areas, and Trash Enclosures

- **City Requirements:** Outdoor storage/trash enclosure areas must be screened.
- **Community Plan Requirements:** None stated.
- **Finding(s):** n/a; individual units will have their own trash cans.

Parking Provision

- **City Requirements for condos (17.55.120.C.):** 2 non-tandem stalls per unit plus 1 guest stall for every 3 units; at least 1 stall must be covered/enclosed. At 370 units = 740 + 124 (rounded) = 864. **For retail:** Minimum = 1 stall for each 300 sq. ft. of gross floor area for buildings; Maximum = 1 stall for each 200 sq. ft. of gross floor area for buildings (> 17 spaces but less than 25)
- **Community Plan Requirements:** Based on bedroom count; 1-bedroom 1.75 spaces reqd., 2-bedrooms 2.5 spaces reqd., 3-bedrooms 3 spaces reqd., 4-bedroom 3.5 spaces reqd., spaces min. 8' x 18' and garages 20' x 20' per approved Plan. At 370 units x 3/unit = 1,110
- **Landscape Islands:** As per EMMC 17.55.080. The plan contains adequate planters at intervals and as end caps.
- **Finding(s):** Compliant save landscape islands. Units are apparently all 3-bedrooms. Five-thousand sq. ft. of retail proposed. Total parking required [using the most restrictive requirement(s)] at 1,110 + 17 = 1,127. Total provided = 1,164 spaces; amongst that amount they have 30 ADA spaces. (Twenty ADA are required for 1,001 spaces and over.) One covered/enclosed unit is available per condo unit as required. Landscape islands per 17.55.080 required — a suggested condition of approval addresses that issue.

Access and Streets

- **City Requirements:** Conformance to Title 16.35
- **Community Plan Requirements:** Must conform to approved standards
- **Finding(s):** Compliant. Uses service drives and local streets for access and circulation — which is agreeable since the ordinance which enacted townhouse/apartment (including condos) access and street frontage standards (for MF-1 or MF-2 type areas) was passed after the ARMDA and Community Plan were enacted and would only require voluntary compliance anyway per paragraph 7 of the ARMDA. Tambourine Drive and Shooting Star Avenue comply with the Community Plan's profiles for "local roads" [sections 4, 4A or 5 basically]. No cul-de-sacs. Connectivity Index Required: MF-1/MF-2 equivalent zoned area = 1.75 as pertaining to streets. Provided: 3.0 compliant. Service drives appear correctly sized — a schematic depicting the same requires revision for clarity. (see suggested conditions)

Screening (fencing etc.)

- **City Requirements:** As per 17.60.120
- **Community Plan Requirements:** Fences or walls in front or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced.
- **Finding(s):** Fencing not depicted in plans.

Open Space and Amenities

- **City Requirements:** Open space maintained by an HOA or the City. Clubhouse and pool for mult-ifamily styled developments. Clubhouse portrayed but no design schematics for it or a pool provided (land is not zoned MF-1 or MF-2). The amphitheater will be built elsewhere vs. what is shown on the architectural design plan(s).
- **Community Plan Requirements:** As specified in Firefly documents. Landscaped open space/common area surrounds buildings (see landscape plan). Proposed main park is slated for City adoption, which Public Works finds agreeable.
- **Finding(s):** Compliant

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of November 11, 2025, voted to recommend that the proposed Master Site Plan be approved subject to Applicant/project compliance with the following condition(s): 1. Phasing plan depicts forthcoming final plats as being lettered to identify the same. Final plats shall be numbered instead; and, 2. Revise plans to show any a/c unit condenser screening agreeable with City code; and, 3. Revise plans to incorporate landscape island planter interrupts in the parking lot(s) as per 17.55.080.C. [done - see attached, updated plans]; and, 4. Applicant shall submit revisions to Staff for review/approval before applying for any final plat(s).

ATTACHMENTS:

1. NPA 9 Design Package Updated
2. NPA 9 Phase A Preliminary Plat_Updated 12.08.25
3. Redline Response Package_NPA 9 Phase A Preliminary Plat
4. NPA 9 Phase A Landscaping_Updated 12.08.25
5. Neighborhood Park
6. Approved Community Plan
7. NPA 9 Parking Lot Dimensions

CANDLELIGHT HOMES - NPA9 - CONDO BUILDINGS

EAGLE MOUNTAIN, UTAH

24 NOV 2025

PER THE APPROVED COMMUNITY PLAN PAGE 4 -15

PARKING STANDARDS

PARKING REQUIREMENTS SHALL BE BASED ON THE NUMBER OF BEDROOMS IN EACH HOME
1-BEDROOM HOMES, 1.5 STALLS ARE REQUIRED.
2-BEDROOM HOMES, 2.25 STALLS ARE REQUIRED.
3-BEDROOM HOMES, 2.75 STALLS ARE REQUIRED.
4-BEDROOM HOMES, 3.25 STALLS ARE REQUIRED.

PARKING MEANS A PARKING STALL LOCATED WITHIN A GARAGE, DRIVEWAY, PRIVATE PARKING LOT (COVERED OR OPEN), OR ON A PUBLIC STREET, AND SHALL BE SIZED AT A MINIMUM OF 8' WIDE X 18' DEEP .

Think
Architecture

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CANDLELIGHT HOMES - NPA9 - CONDO BUILDINGS

EAGLE MOUNTAIN, UTAH

EXTERIOR VIEWS

D101

24 NOV 2025

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CANDLELIGHT HOMES - NPA9 - CONDO BUILDINGS

EAGLE MOUNTAIN, UTAH

EXTERIOR VIEWS

D102

24 NOV 2025

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

EXTERIOR VIEWS

D103

24 NOV 2025

20-PLEX-LEVEL 1 - PRESENTATION

1/8" = 1'-0"

1 / D201

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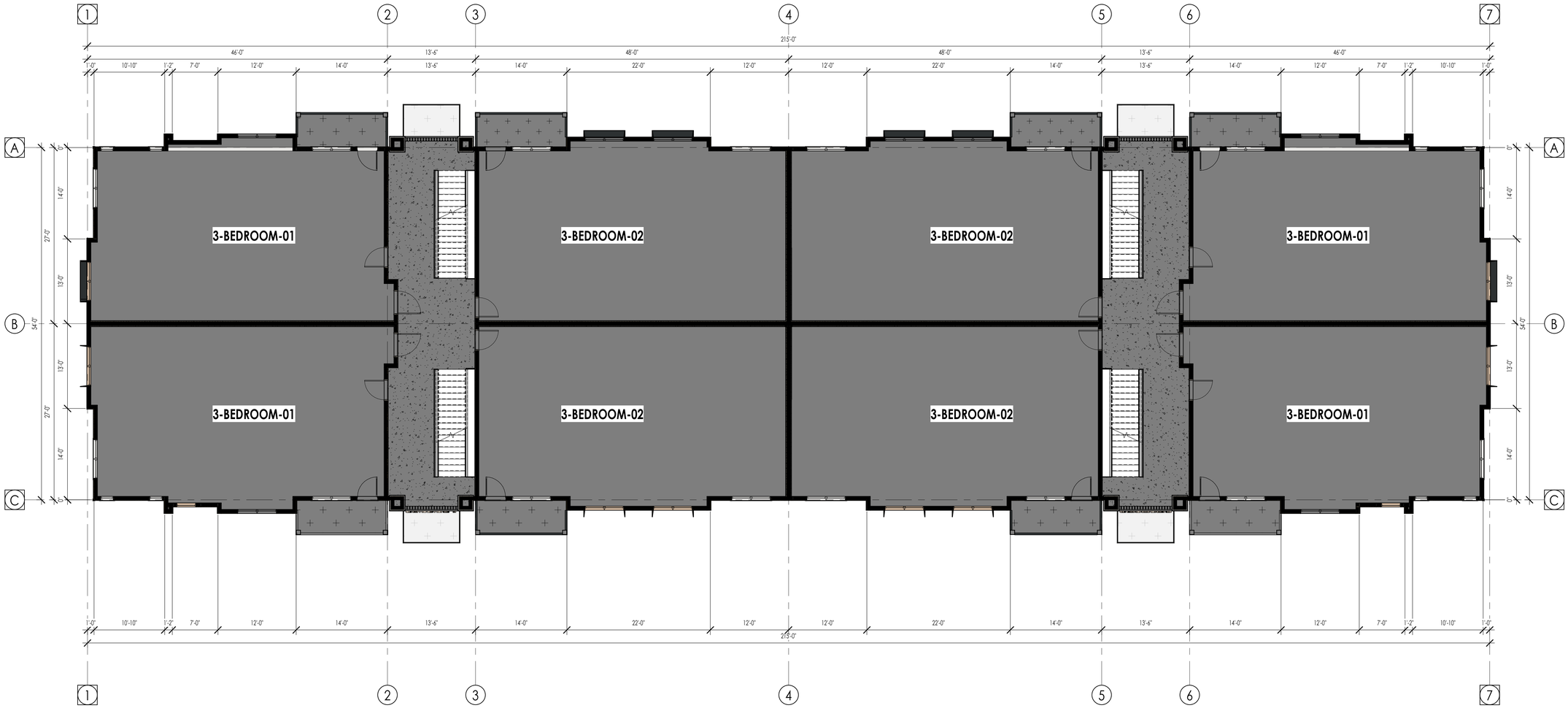
CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

20-PLEX-LEVEL 1

D201

24 NOV 2025



20-PLEX-LEVEL 2 - PRESENTATION

1/8" = 1'-0"

1 / D202

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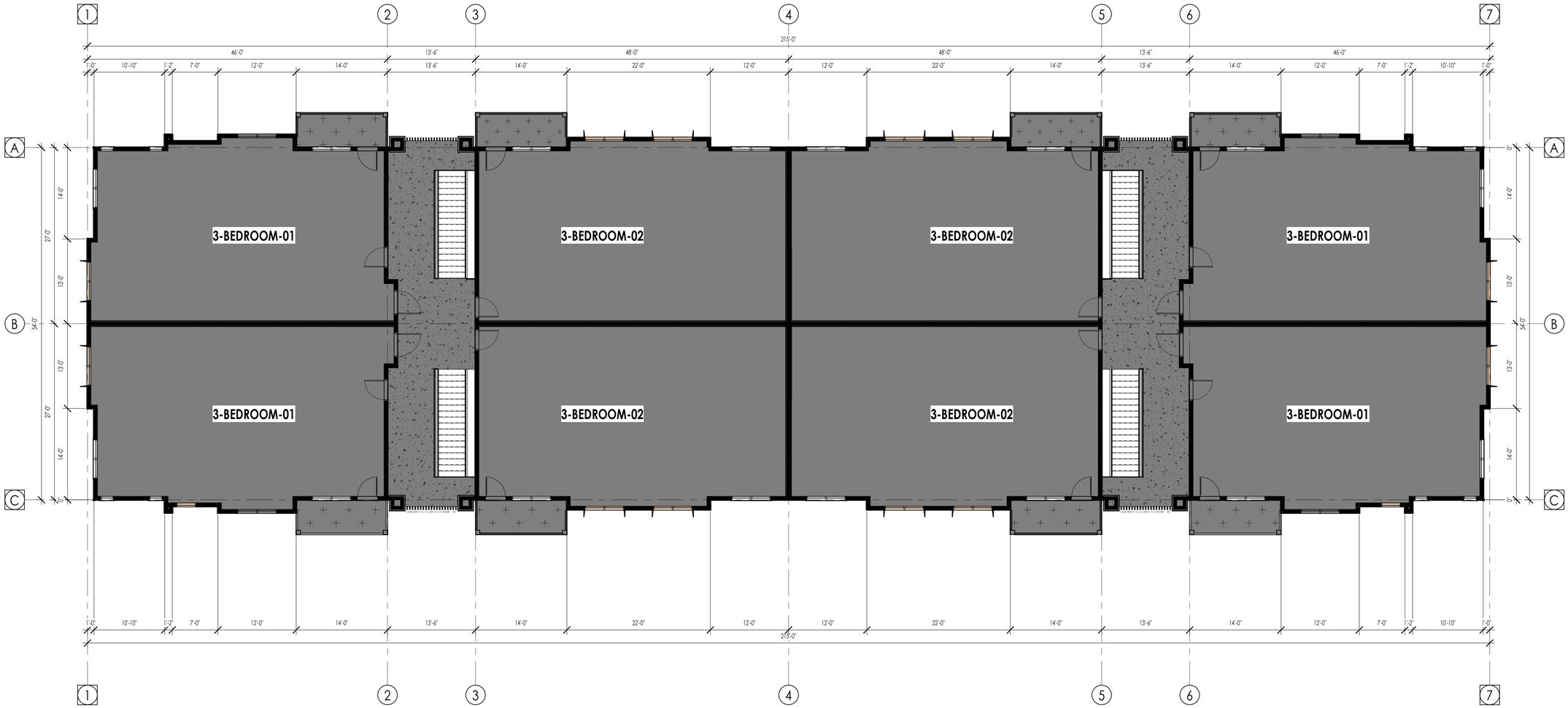
CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

20-PLEX-LEVEL 2

D202

24 NOV 2025



20-PLEX-LEVEL 3 - PRESENTATION

1/8" = 1'-0"

1 / D203

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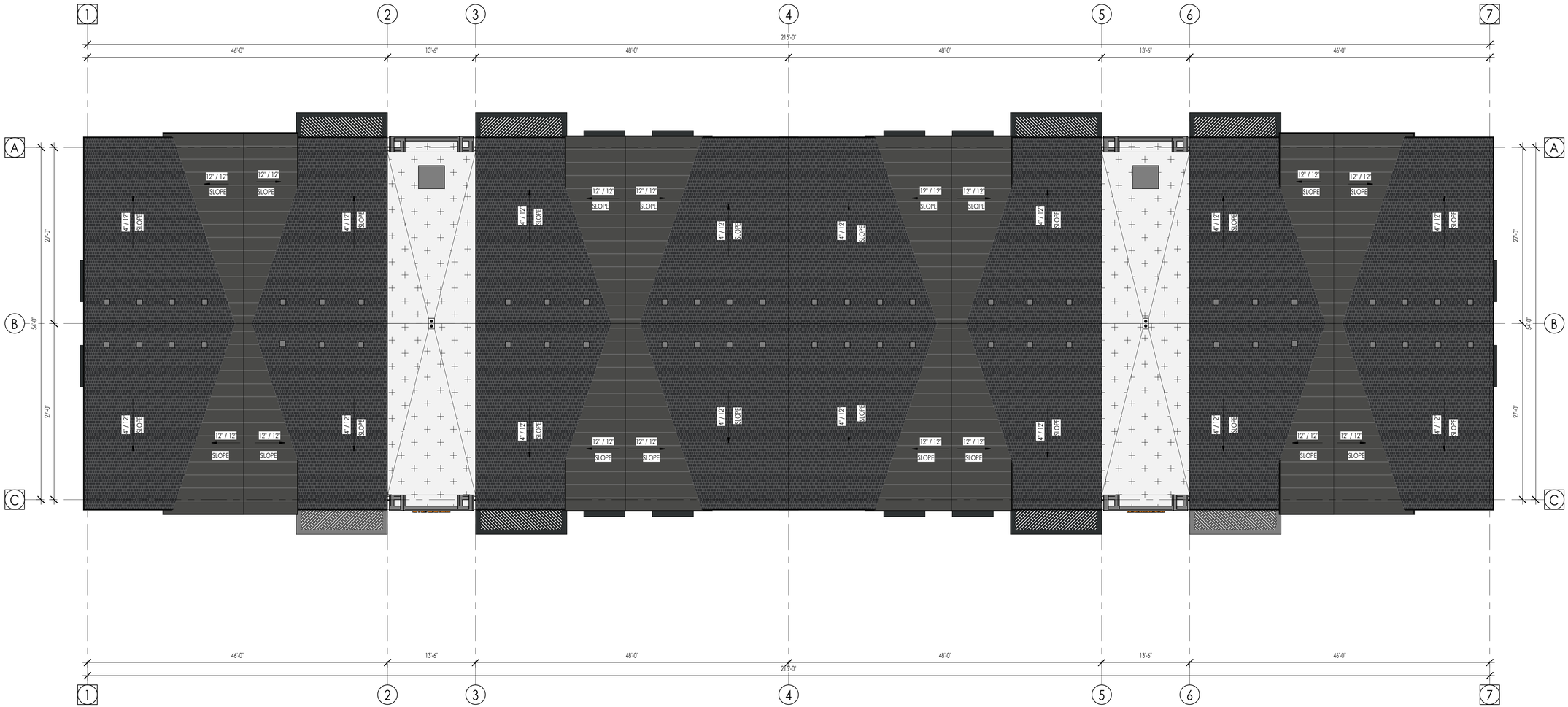
CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

20-PLEX-LEVEL 3

D203

24 NOV 2025



20-PLEX-UPPER ROOF BEARING - PRESENTATION 1 / D204

1/8" = 1'-0"

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

20-PLEX-ROOF PLAN

D204

24 NOV 2025

15-PLEX-LEVEL 1 (ACCESSIBLE) PRESENTATION — 1 / D205-A

1/8" = 1'-0"

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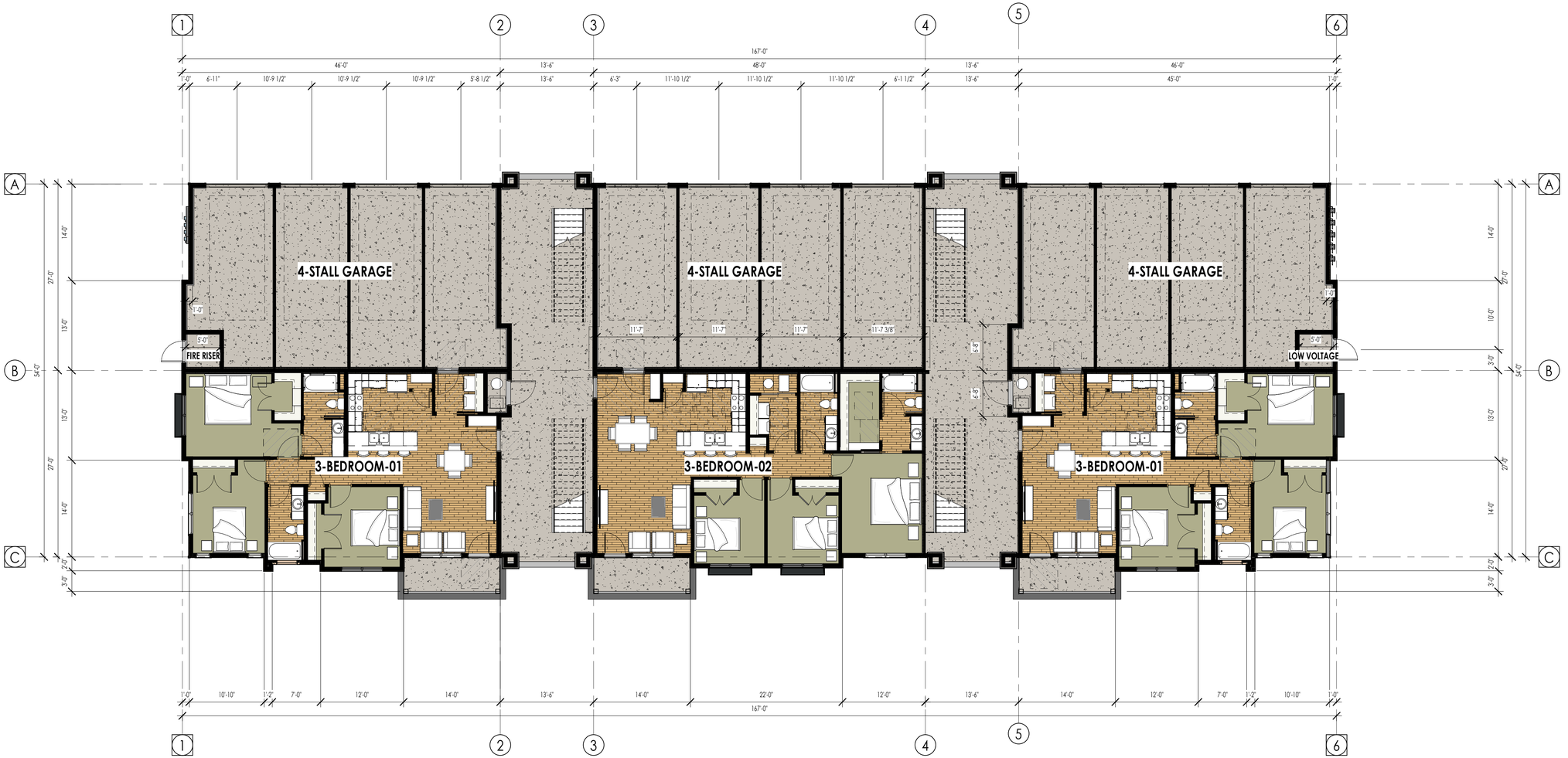
CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-LEVEL 1 (ACCESSIBLE)

D205-A

24 NOV 2025



15-PLEX-LEVEL 1 (W/NO TYPE A UNITS) PRESENTATION — 1 / D205-B

1/8" = 1'-0"

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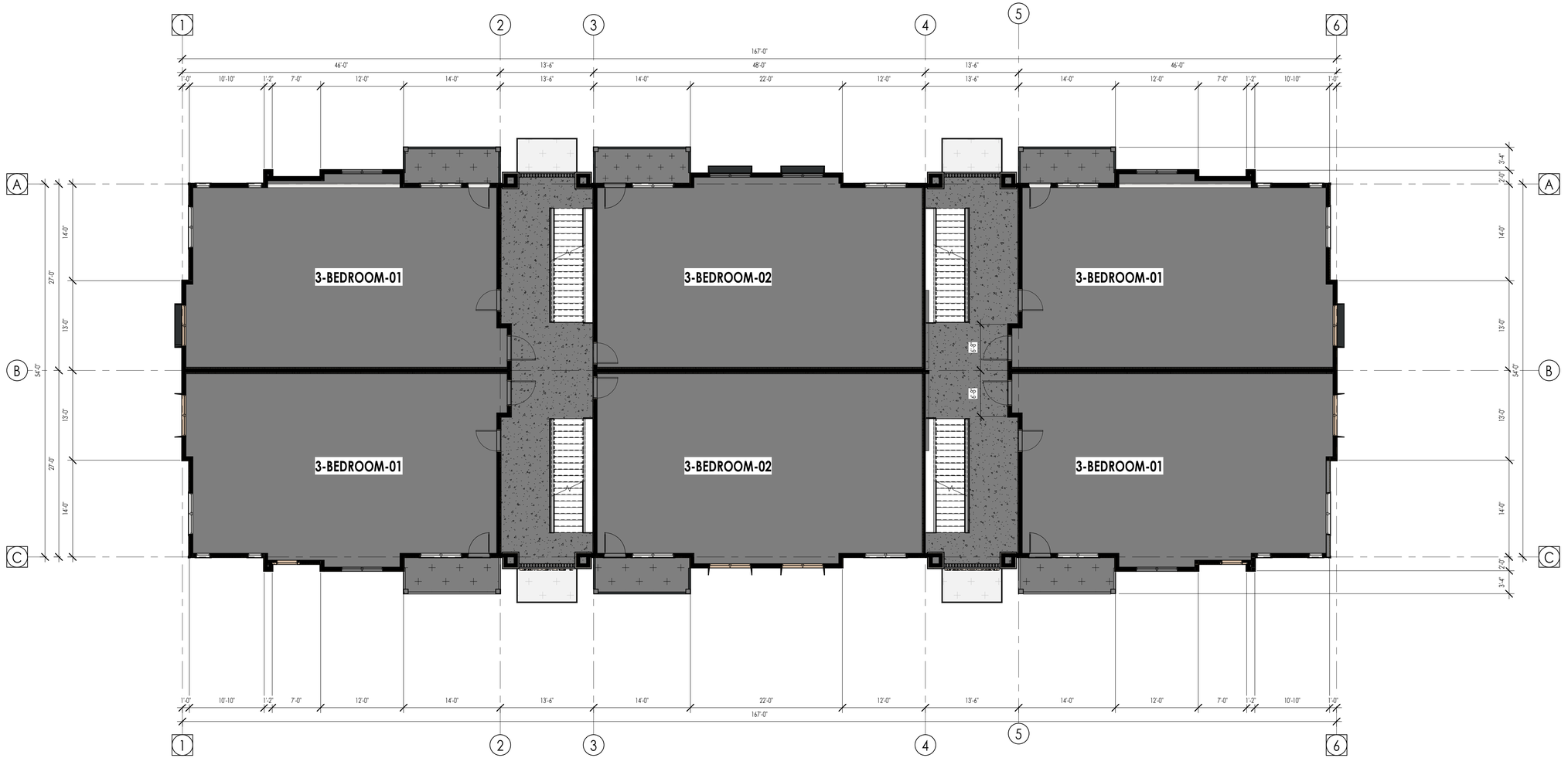
CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-LEVEL 1

D205-B

24 NOV 2025



15-PLEX-LEVEL 2 - PRESENTATION

1/8" = 1'-0"

1 / D206

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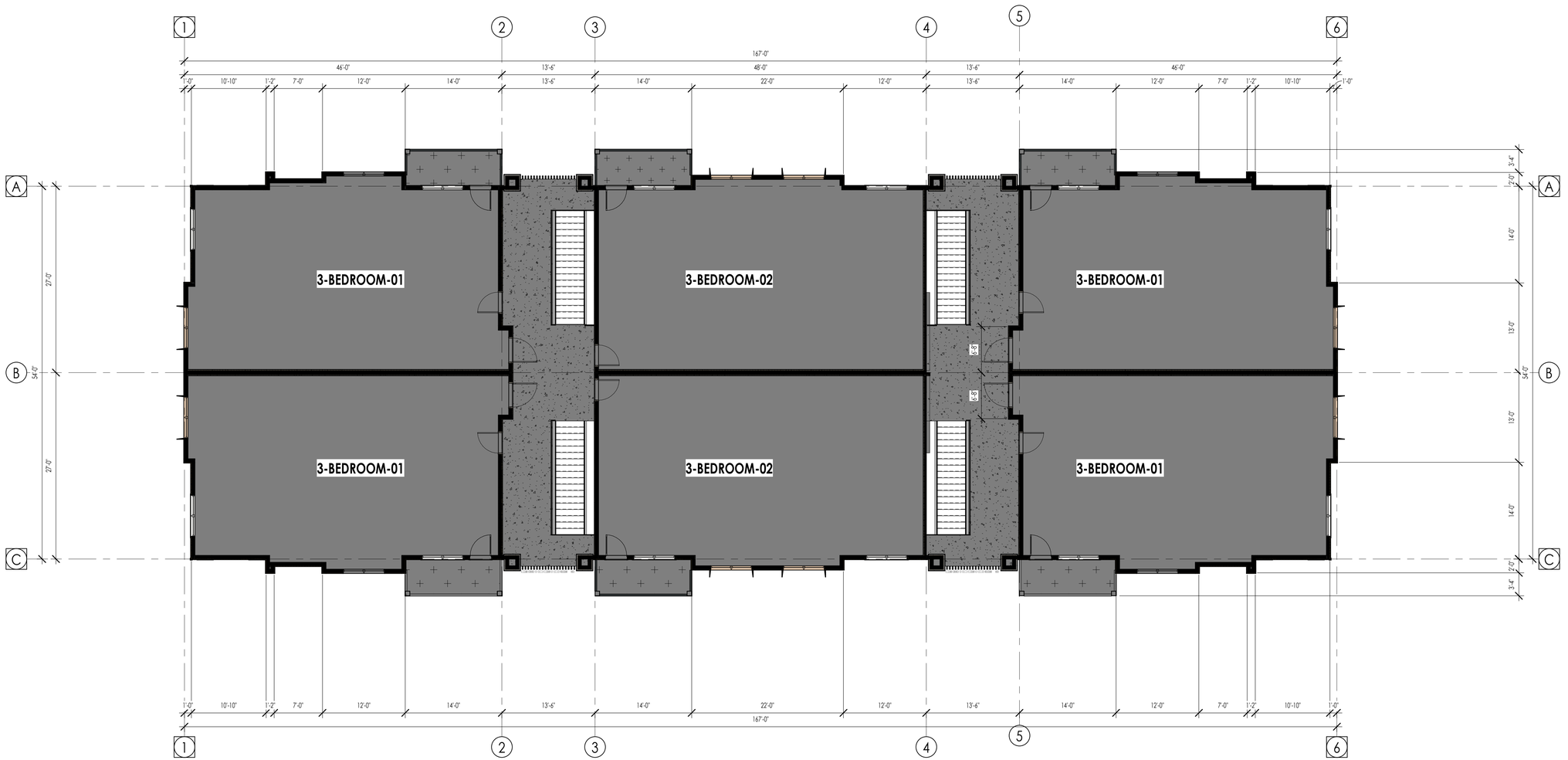
CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-LEVEL 2

D206

24 NOV 2025



15-PLEX-LEVEL 3 - PRESENTATION

1/8" = 1'-0"

1 / D207

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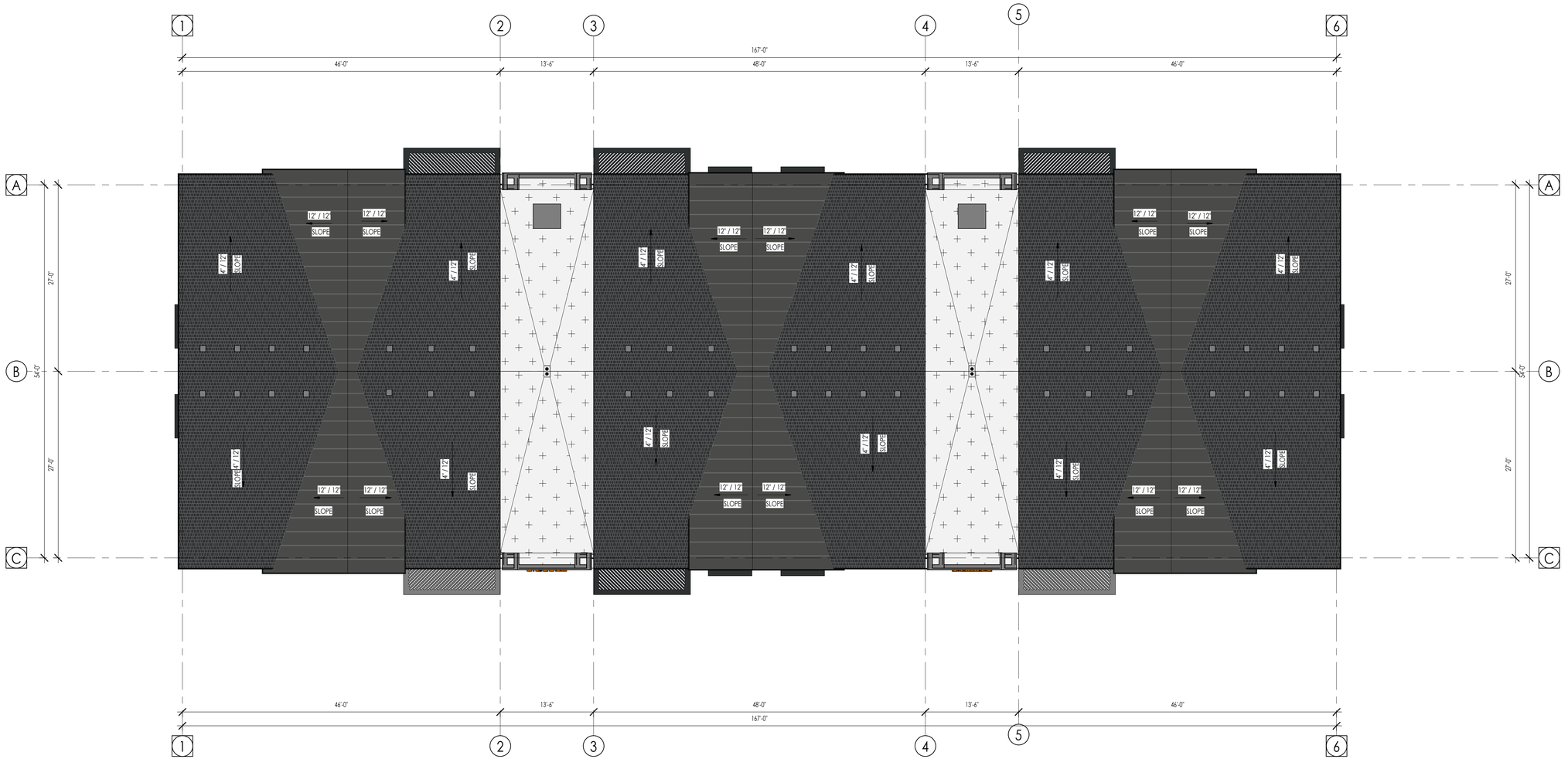
CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-LEVEL 3

D207

24 NOV 2025



15-PLEX-UPPER ROOF BEARING - PRESENTATION — 1 / D208

1/8" = 1'-0"

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CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-ROOF PLAN

D208

24 NOV 2025

10-PLEX-LEVEL 1 - PRESENTATION

1/8" = 1'-0"

1
D209

Think Architecture

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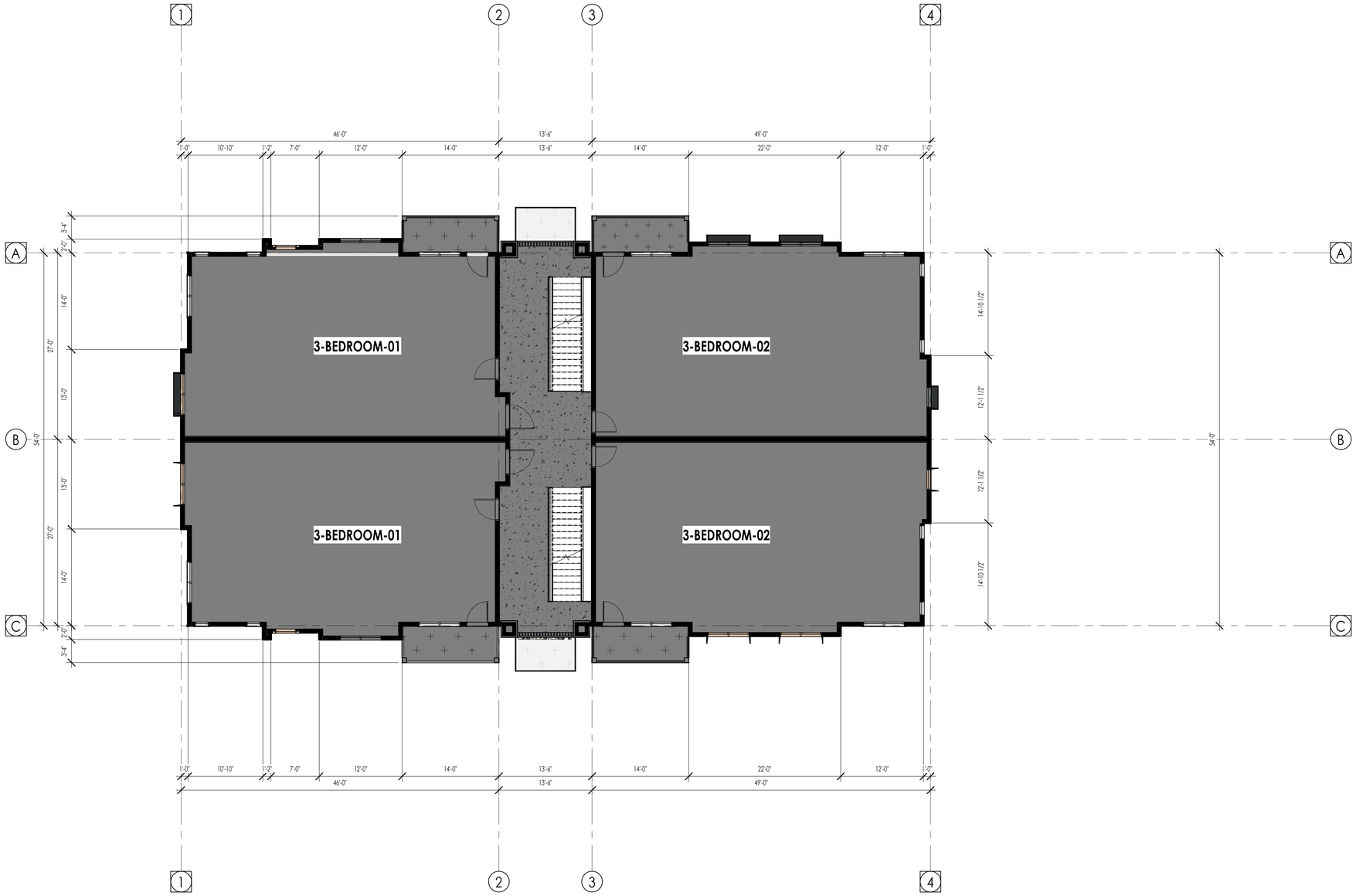
CANDLELIGHT HOMES - FIREFLY - CONDOS - 10 PLEX

EAGLE MOUNTAIN, UTAH

10-PLEX-LEVEL 1

D209

24 NOV 2025



10-PLEX-LEVEL 2 - PRESENTATION

1/8" = 1'-0"

1 / D210

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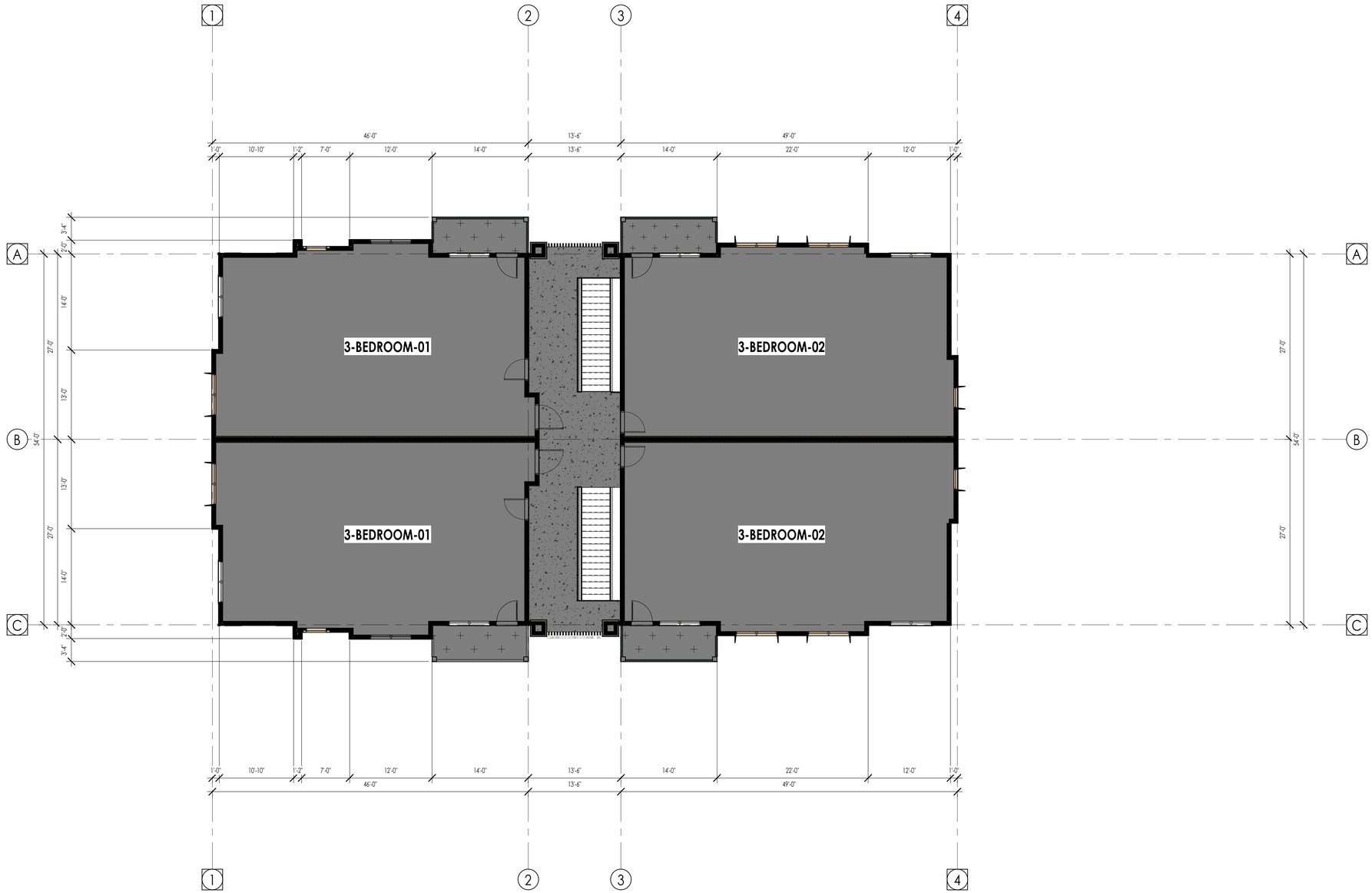
CANDLELIGHT HOMES - FIREFLY - CONDOS - 10 PLEX

EAGLE MOUNTAIN, UTAH

10-PLEX-LEVEL 2

D210

24 NOV 2025



10-PLEX-LEVEL 3 - PRESENTATION

1/8" = 1'-0"

1
D211

Think Architecture

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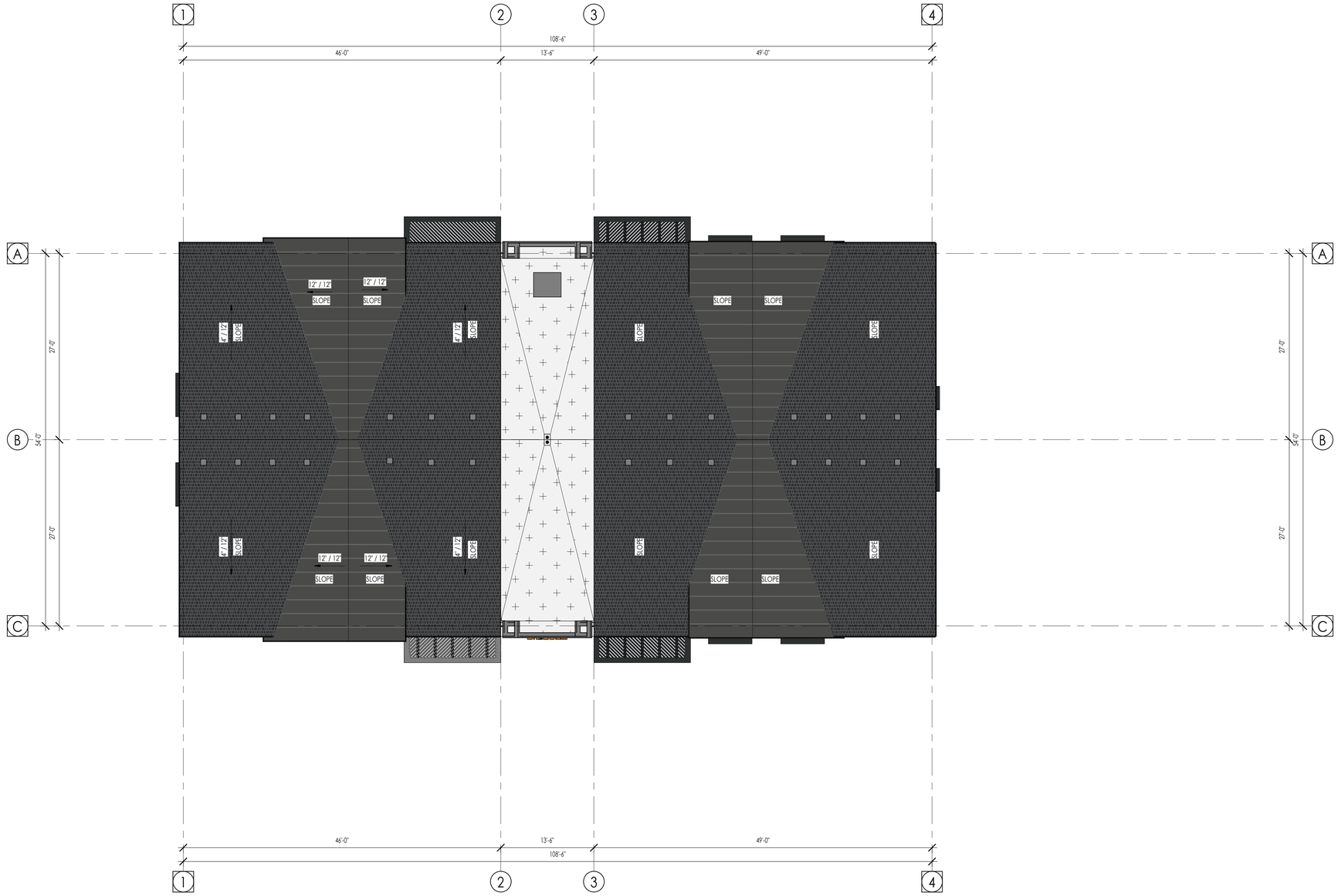
CANDLELIGHT HOMES - FIREFLY - CONDOS - 10 PLEX

EAGLE MOUNTAIN, UTAH

10-PLEX-LEVEL 3

D211

24 NOV 2025



10-PLEX-UPPER ROOF BEARING - PRESENTATION 1/8" = 1'-0" (1 / D212)

Think Architecture

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 10 PLEX

EAGLE MOUNTAIN, UTAH

10-PLEX-ROOF PLAN

D212

24 NOV 2025

20-PLEX-FRONT ELEVATION SD
1/8" = 1'-0"
1
D301

20-PLEX-LEFT ELEVATION SD
1/8" = 1'-0"
2
D301

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 20PLEX

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA(SF)	%
LAP SIDING	2011	34%	2258	43%	1060	55%	1060	55%	6389	42.80%
HORIZONTAL PLANK	723	12%	462	9%	108	6%	108	6%	1400	9.38%
VERTICAL PLANK	2054	35%	1687	32%	696	36%	696	36%	5132	34.38%
BRICK	779	13%	567	11%	16	1%	16	1%	1378	9.23%
RAILINGS / CANOPY	284	5%	249	5%	48	3%	48	3%	630	4.22%
TOTAL	5851	100%	5222	100%	1928	100%	1928	100%	14929	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

20-PLEX-EXTERIOR ELEVATIONS

D301

24 NOV 2025

20-PLEX-GARAGE SIDE ELEVATION SD
1/8" = 1'-0"
1 / D302

20-PLEX-RIGHT ELEVATION SD
1/8" = 1'-0"
2 / D302

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 20PLEX

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA(SF)	%
LAP SIDING	2011	34%	2258	43%	1060	55%	1060	55%	6389	42.80%
HORIZONTAL PLANK	723	12%	462	9%	108	6%	108	6%	1400	9.38%
VERTICAL PLANK	2054	35%	1687	32%	696	36%	696	36%	5132	34.38%
BRICK	779	13%	567	11%	16	1%	16	1%	1378	9.23%
RAILINGS / CANOPY	284	5%	249	5%	48	3%	48	3%	630	4.22%
TOTAL	5851	100%	5222	100%	1928	100%	1928	100%	14929	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 20PLEX

EAGLE MOUNTAIN, UTAH

20-PLEX-EXTERIOR ELEVATIONS

D302

24 NOV 2025

15-PLEX-2FRONT ELEVATION SD
1/8" = 1'-0"
1
D303

15-PLEX-LEFT ELEVATION SD
1/8" = 1'-0"
2
D303

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 15PLEX

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA (SF)	%
LAP SIDING	1518	33%	1686	41%	1060	55%	1060	55%	5324	42.65%
HORIZONTAL PLANK	589	13%	395	10%	108	6%	108	6%	1201	9.62%
VERTICAL PLANK	1517	33%	1233	30%	696	36%	696	36%	4141	33.18%
BRICK	723	16%	567	14%	16	1%	16	1%	1321	10.58%
RAILINGS / CANOPY	213	5%	185	5%	48	3%	48	3%	495	3.97%
TOTAL	4560	100%	4067	100%	1928	100%	1928	100%	12483	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-EXTERIOR ELEVATIONS

D303

24 NOV 2025

15-PLEX-GARAGE SIDE ELEVATION SD-(ACCESSIBLE) — 1 / D304-A

1/8" = 1'-0"

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 15PLEX (ACCESSIBLE GARAGE OPTION)

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA (SF)	%
LAP SIDING	1518	33%	1752	42%	1060	55%	1060	55%	5390	42.95%
HORIZONTAL PLANK	589	13%	395	10%	108	6%	108	6%	1201	9.57%
VERTICAL PLANK	1517	33%	1233	30%	696	36%	696	36%	4141	33.00%
BRICK	723	16%	567	14%	16	1%	16	1%	1321	10.53%
RAILINGS / CANOPY	213	5%	185	4%	48	3%	48	3%	495	3.95%
TOTAL	4560	100%	4132	100%	1928	100%	1928	100%	12549	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-EXTERIOR ELEVATIONS (ACCESSIBLE)

D304-A

24 NOV 2025

15-PLEX-GARAGE SIDE ELEVATION SD (W/NO TYPE A UNITS)
1/8" = 1'-0"
1 D304-B

15-PLEX-RIGHT ELEVATION SD (W/NO TYPE A UNITS)
1/8" = 1'-0"
2 D304-B

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 15PLEX

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA (SF)	%
LAP SIDING	1518	33%	1686	41%	1060	55%	1060	55%	5324	42.65%
HORIZONTAL PLANK	589	13%	395	10%	108	6%	108	6%	1201	9.62%
VERTICAL PLANK	1517	33%	1233	30%	696	36%	696	36%	4141	33.18%
BRICK	723	16%	567	14%	16	1%	16	1%	1321	10.58%
RAILINGS / CANOPY	213	5%	185	5%	48	3%	48	3%	495	3.97%
TOTAL	4560	100%	4067	100%	1928	100%	1928	100%	12483	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES – FIREFLY – CONDOS – 15PLEX

EAGLE MOUNTAIN, UTAH

15-PLEX-EXTERIOR ELEVATIONS (W/NO TYPE A UNITS)

D304-B

24 NOV 2025

10-PLEX-FRONT ELEVATION SD — 1 / D305

1/8" = 1'-0"

10-PLEX-LEFT ELEVATION SD — 2 / D305

1/8" = 1'-0"

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 10PLEX

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA (SF)	%
LAP SIDING	1006	34%	1132	43%	1060	55%	1188	57%	4386	45.87%
HORIZONTAL PLANK	361	12%	231	9%	108	6%	54	3%	754	7.89%
VERTICAL PLANK	1027	35%	876	33%	692	36%	762	37%	3357	35.11%
BRICK	390	13%	283	11%	16	1%	16	1%	705	7.37%
RAILINGS / CANOPY	142	5%	122	5%	48	3%	48	2%	361	3.77%
TOTAL	2926	100%	2645	100%	1925	100%	2068	100%	9564	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 10 PLEX

EAGLE MOUNTAIN, UTAH

10-PLEX-EXTERIOR ELEVATIONS

D305

24 NOV 2025

10-PLEX-GARAGE SIDE ELEVATION SD — 1 / D306

1/8" = 1'-0"

10-PLEX-RIGHT ELEVATION SD — 2 / D306

1/8" = 1'-0"

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM HORIZONTAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ALUMINUM VERTICAL PLANK SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BRICK VENEER SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	LAP SEAM STEEL ROOFING SYSTEM SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

PERCENTAGES OF MATERIALS 10PLEX

	FRONT ELEVATION		REAR ELEVATION		LEFT ELEVATION		RIGHT ELEVATION		TOTAL	
	AREA	%	AREA	%	AREA	%	AREA	%	AREA (SF)	%
LAP SIDING	1006	34%	1132	43%	1060	55%	1188	57%	4386	45.87%
HORIZONTAL PLANK	361	12%	231	9%	108	6%	54	3%	754	7.89%
VERTICAL PLANK	1027	35%	876	33%	692	36%	762	37%	3357	35.11%
BRICK	390	13%	283	11%	16	1%	16	1%	705	7.37%
RAILINGS / CANOPY	142	5%	122	5%	48	3%	48	2%	361	3.77%
TOTAL	2926	100%	2645	100%	1925	100%	2068	100%	9564	100%

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.3)

1	DECORATIVE SHUTTERS	NO	
2	BAY WINDOWS	NO	
3	POPOUTS	YES	BUILDING JOGS
4	TRELLIS OR ARBOR STRUCTURES	YES	AT UPPER BALCONIES
5	PORCHES	YES	ALL UNITS HAVE PATIOS OR DECKS
6	DECORATIVE GABLES	YES	SEE ELEVATIONS
7	DORMER WINDOWS	NO	
8	EXPOSED TIMBERS	NO	
9	BALCONIES	YES	
10	COLUMNS	YES	
11	TURRETS	NO	
12	DECORATIVE TRIM AND MOLDINGS	YES	AT LAP SIDING AND WINDOW SHADE SHROUDS
13	DETAILED GRILLES AND RAILINGS	YES	RAILINGS AT DECKS
14	ARCHITECTURAL LIGHTING	YES	
15	DECORATIVE MASONRY PATTERN	NO	
16	WINDOW GRIDS	NO	
17	DECORATIVE DOORS AND WINDOWS	YES	
	TOTAL FEATURES PROVIDED	10	

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CANDLELIGHT HOMES - FIREFLY - CONDOS - 10 PLEX

EAGLE MOUNTAIN, UTAH

10-PLEX-EXTERIOR ELEVATIONS

D306

24 NOV 2025

BUILDING AREA - TOTAL
TOTAL
1271 SF

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

1
D401

Think Architecture

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CANDLELIGHT HOMES - CONDO 3B-01

EAGLE MOUNTAIN, UTAH

3B-01 FLOOR PLAN

D401

24 NOV 2025

3BD-02 - AREAS
TOTAL
1329 SF

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

1
D402

Think Architecture

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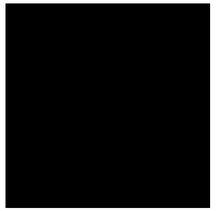
CANDLELIGHT HOMES - CONDO 3B-02

EAGLE MOUNTAIN, UTAH

3B-02 FLOOR PLAN

D402

24 NOV 2025

	1	2	3	4	5	6	7	8	9
SWATCH:									
DESCRIPTION:	**TRIM/FASCIA/SOFFIT**	**LAP SIDING**	**HORIZONTAL PLANK**	**VERTICAL PLANK**	**ROOFING -SHINGLES**	**WINDOWS/DOORS**	**COLUMNS/BEAMS**	**BRICK**	**RAILINGS / CANOPY**
MANUFACTURER:	TBD	JAMES HARDIE OR LP	FAST PLANK OR ALUMABOARD	FAST PLANK OR ALUMABOARD	CERTIANTEED OR SIMILAR	AMSCO OR SIMILAR	TBD	INTERSTATE OR SIMILAR	TBD
MATERIAL:	ALUMINUM	JH FIBER CEMENT OR LP SMARTSIDE	ALUMINUM	ALUMINUM	ASPHALT SHINGLES	VINYL WINDOW FRAMES	STEEL AND COMPOSITE WRAP	THIN BRICK	STEEL PUNCHED PANELS
COLOR:	"MATT BLACK" OR SIMILAR	"IBIS WHITE" (SW 7000) OR SIMILAR	"LIGHT PECAN" OR SIMILAR	"CHARCOAL" OR SIMILAR	"MOIRE BLACK" OR SIMILAR	"BLACK" CAPSTOCK OR SIMILAR	"TRICORN BLACK" (SW 6258) OR SIMILAR	"IRONSTONE" OR SIMILAR	"TRICORN BLACK" (SW 6258) OR SIMILAR

	10
SWATCH:	
DESCRIPTION:	**METAL ROOFING**
MANUFACTURER:	TBD
MATERIAL:	STEEL STANDING SEAM
COLOR:	"CHARCOAL" OR SIMILAR

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CANDLELIGHT HOMES - NPA9 - CONDO BUILDINGS

EAGLE MOUNTAIN, UTAH

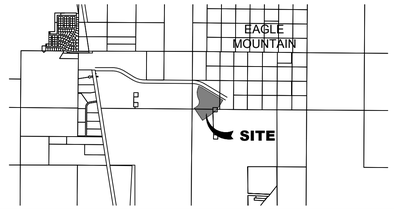
COLOR/MATERIAL BOARD

D501

24 NOV 2025

NPA 9
PRELIMINARY PLAT
EAGLE MOUNTAIN CITY, UTAH

VICINITY MAP



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TABULATIONS

TOTAL ACREAGE:	28.14 ACRES
ASPHALT PAVEMENT AREA:	9.72 ACRES
PUBLIC OPEN SPACE:	4.55 ACRES
PRIVATE OPEN SPACE:	6.09 ACRES
UNITS	370 UNITS (INCLUDING 41 ADA UNITS)
CONDOS:	13.15 UNITS/ACRE
OVERALL DENSITY:	
UNIT PARKING	1,018 STALLS (2.75 STALLS/UNIT)
PARKING REQUIRED:	457 STALLS
SURFACE SPACES:	82 STALLS
COVERED PARKING:	287 STALLS
GARAGE SPACES:	287 STALLS
TANDEM SPACES:	30 STALLS
ADA STALLS:	1143 STALLS
TOTAL PARKING PROVIDED:	
CITY PARK	29 STALLS
CITY PARK PARALLEL PARKING:	63 STALLS
CITY PARK PERPENDICULAR PARKING:	8 STALLS
ADA STALLS:	100 STALLS
TOTAL STALLS FOR PARK:	

NOTES

1. ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
4. ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
5. ALL WATER TEES TO BE FLANGED WITH FLANGED VALVES.
6. SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE.
7. NO DEFLECTIONS ALLOWED ON WATER LINES.
8. ALL FILL WITHIN ROADWAYS TO BE ENGINEERED FILL.
9. STORM DRAIN PIPE SIZING TO BE PROVIDED AT FINAL DESIGN.
10. SUBDIVISION MUST MEET DARK SKY STANDARDS (PER CODE 17.56).
11. GARBAGE COLLECTION WILL BE DONE WITH DUMPSTERS IN TRASH ENCLOSURES AS SHOWN ON THE SITE.
12. ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES WILL BE ADHERED TO.

EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER:

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

WATER:

1. VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
2. BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
3. DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
4. SERVICE & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS.
5. SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL, ALSO ¾" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
6. WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
7. WATER CAN: THE WATER CAN FOR THE ¾" &1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND AND 21" INSIDE DIAMETER. WATER CAN FOR THE 1 ½" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATIONS.
8. HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
9. LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
10. TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS, DO NOT RUN UP VALVE BOXES.
11. WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
12. VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
13. WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA-LUG FOLLOWERS.
14. WATER MAIN LINE: DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED ONLY PER MANUFACTURE'S SPECIFICATIONS. BEND FITTINGS WILL BE REQUIRED OTHERWISE. ALL FITTINGS TO BE MEGA-LUG FITTINGS.

STORM DRAIN:

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

ROAD SECTION:

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

LEGEND

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

DEVELOPER / OWNER

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ENGINEER

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(801)798-0555

PROJECT NAME

FIREFLY NPA 9

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firefly
NPA 9 PRELIMINARY PLAT
EAGLE MOUNTAIN, UTAH
COVER

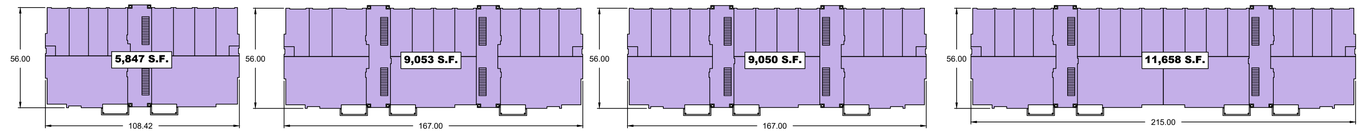
REVISIONS

1	-	-
2	-	-
3	-	-
4	-	-
5	-	-

LEI PROJECT #: 2021-0080
DRAWN BY: TJP/BDF
DESIGNED BY: BCT
SCALE: 1"=100'
DATE: 12/04/2025

SHEET 101

S:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 9\PRELIMINARY\21-0080 NPA9 PRELIMINARY PLAT.DWG 12/5/2025 11:14 AM

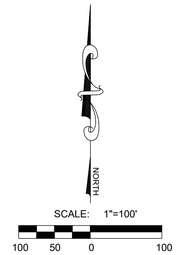


10-UNIT CONDO BUILDING
(46-55, 111-120, 121-130, 166-175, 191-200, 311-320)

15-UNIT ADA CONDO BUILDING
(16-30, 96-110, 151-165, 176-190, 201-215, 236-250, 321-335, 356-370)

15-UNIT CONDO BUILDING
(1-15 & 31-45)

20-UNIT CONDO BUILDING
(56-75, 76-95, 131-150, 216-235, 251-270, 271-290, 291-310, 336-355)



PARCEL AREA TABLE			
PARCEL NAME	**AREA**	**ACRES**	**NOTES**
PARCEL A	393133 SQFT	9.03	OWNED & MANTAINED BY HOA
PARCEL B	169275 SQFT	3.89	OWNED & MANTAINED BY HOA
PARCEL C	143518 SQFT	3.29	OWNED & MANTAINED BY HOA
PARCEL D	208165 SQFT	4.79	DEDICATED TO THE CITY

MULTI-FAMILY*									
Type of Lot	**Front**	**Garage**	**Rear**	**Rear Building Spacing**	**Side**	**Side Building Spacing**	**Corner**	**Max. Building Height[1]**	**Max. Units Per Building**
Twin Home	15'	22'	10'	20'	5'/5'	10'	15'	35'	N/A
Front-Load Townhome	15'	22'	10'	20'	15'	15'	15'	40'	N/A
Rear-Load Townhome	10'	3'	3'	30'	15'	15'	15'	40'	N/A
Apartment / Condominium[2]	10'	5'	15'	30'	15'	15'	15'	55'[2]	48

* Upon a request by the Applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

SETBACK TABLE

MULTI-FAMILY FAMILY LOTS	FRONT	GARAGE	REAR	SIDE	SIDE BUILDING SPACING	CORNER	MAX. BUILDING HEIGHT	MAX. UNITS PER BUILDING
APARTMENT/CONDOMINIUM	10'	5'	15'	15'	15'	15'	55'	48

NOTE: MULTI-FAMILY BUILDINGS TO BE LIMITED TO FOUR STORIES AND 55' IN HEIGHT

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LOT LAYOUT

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SHEET 201

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NPA 9 PRELIMINARY PLAT

EAGLE MOUNTAIN, UTAH

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UTILITY PLAN OVERALL

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SHEET 301

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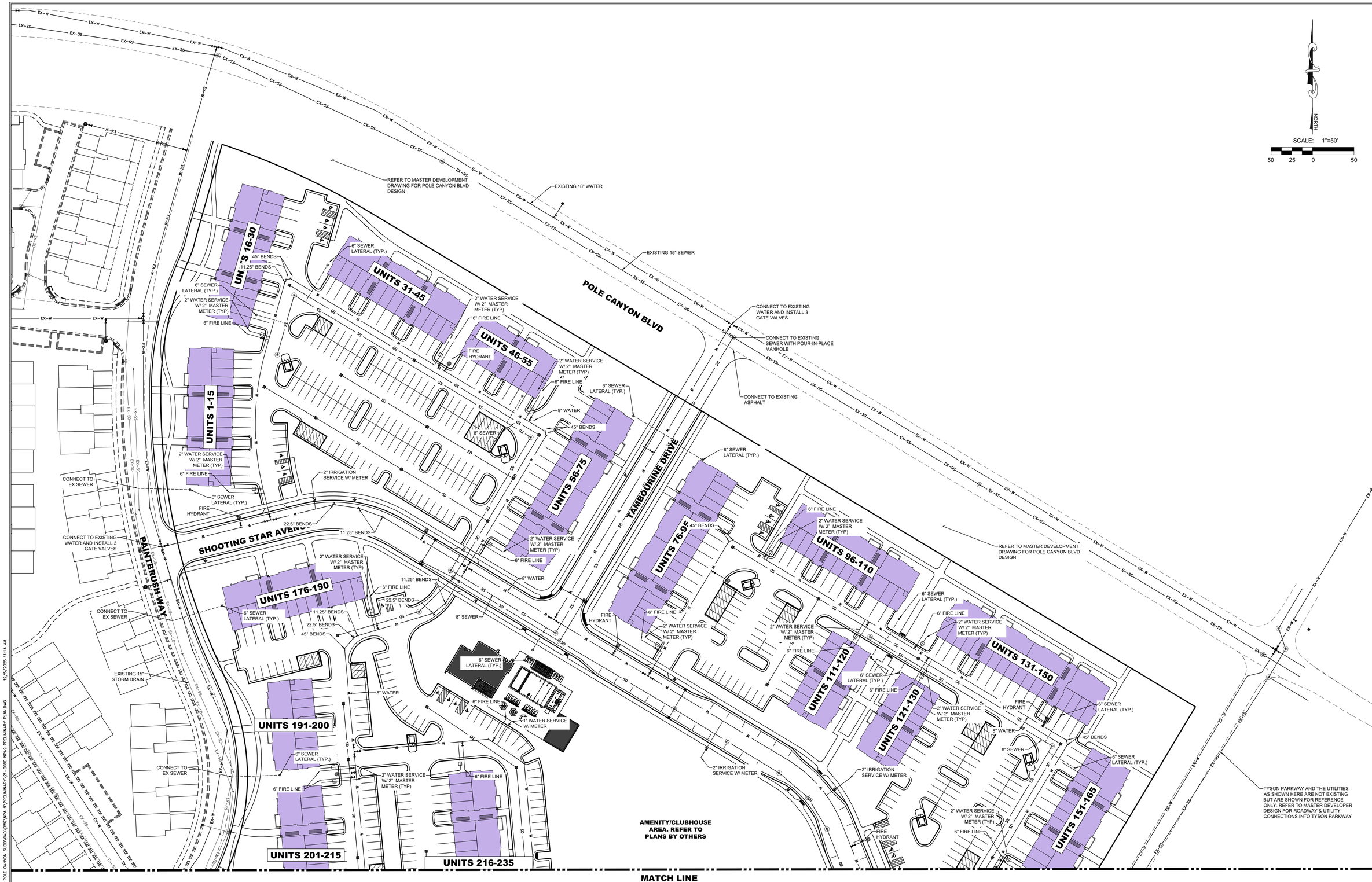

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NPA 9 PRELIMINARY PLAT

EAGLE MOUNTAIN, UTAH

UTILITY PLAN NORTH

REVISIONS	
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LEI PROJECT #:	2021-0080
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SCALE:	1"=50'
DATE:	12/04/2025
SHEET	302

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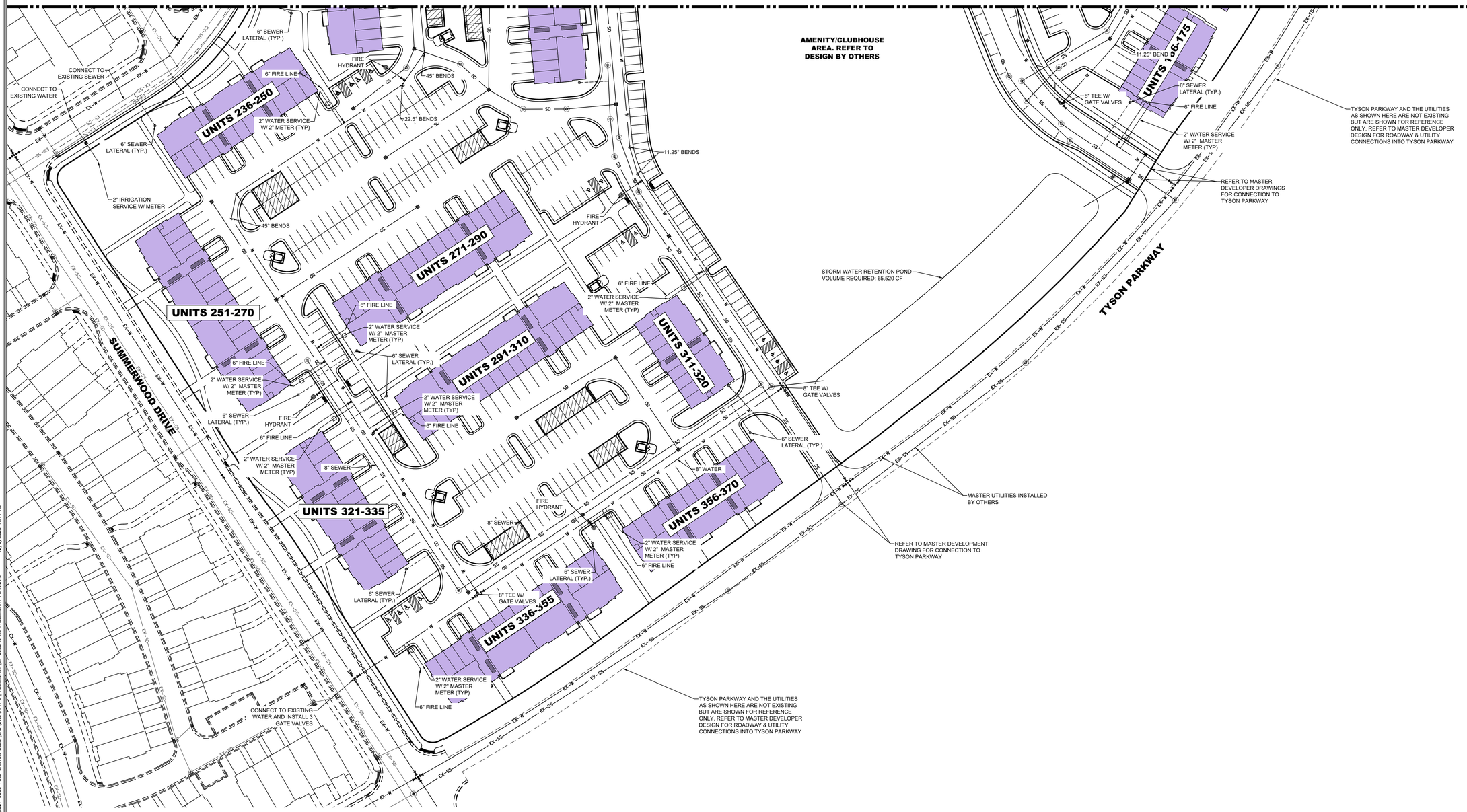

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NPA 9 PRELIMINARY PLAT

EAGLE MOUNTAIN, UTAH

UTILITY PLAN SOUTH

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LEI PROJECT #:	2021-0080
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SHEET	303

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NOTE: LIGHTNING PLAN FOR INTERNAL PARKING LOTS TO BE PROVIDED BY ARCHITECT

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NPA 9 PRELIMINARY PLAT

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SIGNAGE & STREET LIGHT PLAN NORTH

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SHEET 304

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NOTE: LIGHTNING PLAN FOR INTERNAL PARKING LOTS TO BE PROVIDED BY ARCHITECT

SCALE: 1"=50'

50 25 0 50

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EAGLE MOUNTAIN, UTAH

SIGNAGE & STREET LIGHT PLAN SOUTH

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SHEET
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NOTE: STORM WATER POND DESIGN ID DEPENDENT ON PARK LAYOUT AND DESIGN. RETENTION TO BE ADJUSTED TO BE UNDERGROUND IF NECESSARY

LEGEND

→ DIRECTION OF PRELIMINARY PROPOSED GRADE

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NPA 9 PRELIMINARY PLAT

EAGLE MOUNTAIN, UTAH

GRADING PLAN

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DESIGNED BY: BCT

SCALE: 1"=100'

DATE: 12/04/2025

SHEET 401

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NPA 9 PRELIMINARY PLAT

EAGLE MOUNTAIN, UTAH

PHASING PLAN

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SHEET
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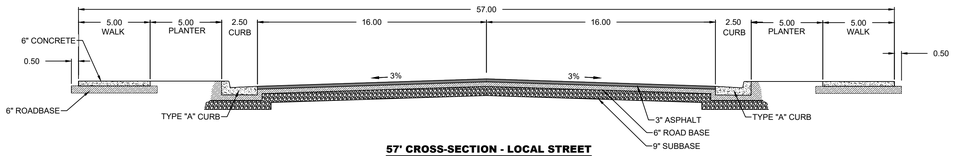
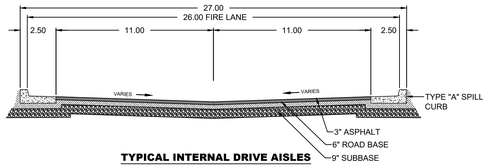


57' CROSS-SECTION - LOCAL STREET
(SHOOTING STAR AVENUE & TAMBOURINE DRIVE)

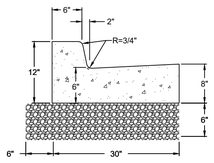


TYPICAL INTERNAL DRIVE AISLES

NOTE: TYPE A CURB TO BE USED IN ALL INTERNAL ISLANDS AND DRIVE AISLES

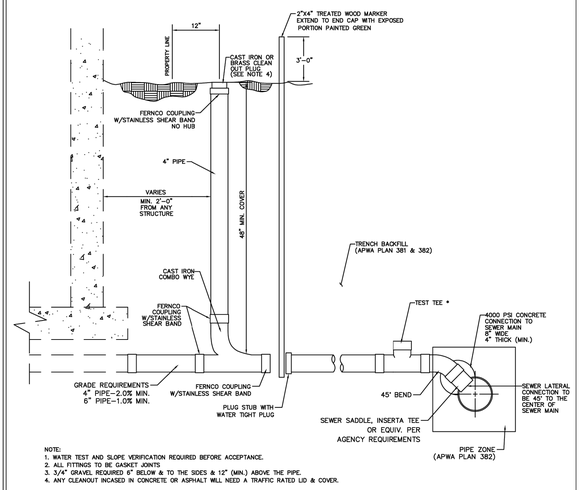
NOTE:
ALL PAVING SECTIONS TO BE VERIFIED WITH CBR ANALYSIS FROM THE GEOTECHNICAL STUDY

1 ROADWAY CROSS SECTIONS



TYPE A

2 APWA CURB & GUTTER

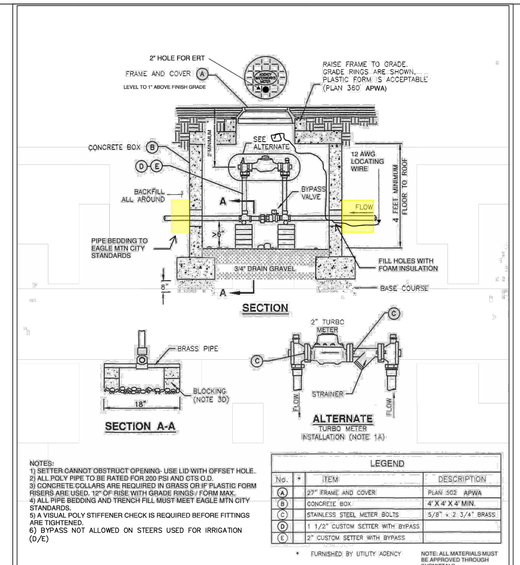


NOTE:
1. WATER TEST AND SLOPE VERIFICATION REQUIRED BEFORE ACCEPTANCE.
2. ALL FITTINGS TO BE GASKET JOINTS
3. 3/4" GRAVEL REQUIRED 6" BELOW & TO THE SIDES & 12" (MIN.) ABOVE THE PIPE.
4. ANY CLEANOUT INCASED IN CONCRETE OR ASPHALT WILL NEED A TRAFFIC RATED LID & COVER.

SEWER LATERAL SERVICE & CONNECTION TO EXISTING MAINLINE

DRAWN	RSB		STANDARD DETAILS FOR	DRAWING NO.
REVISED	APRIL 2024	EAGLE MOUNTAIN CITY	SEWER LATERAL SERVICE & CONNECTION	2
DATE	SEPT 2017			
SCALE	N.T.S.			

3 SEWER LATERAL DETAIL



NOTES:
1) SETTER CANNOT OBSTRUCT OPENING- USE LID WITH OFFSET HOLE.
2) ALL POLY PIPE TO BE RATED FOR 200 PSI AND CTS O.D.
3) CONCRETE COLLARS ARE REQUIRED IN GRASS OR IF PLASTIC FORM RISERS ARE USED. 12" OF RISE WITH GRADE RINGS / FORM MAX.
4) ALL PIPE BEDDING AND TRENCH FILL MUST MEET EAGLE MTN CITY STANDARDS.
5) A VISUAL POLY STIFFENER CHECK IS REQUIRED BEFORE FITTINGS ARE TIGHTENED.
6) BYPASS NOT ALLOWED ON STEERS USED FOR IRRIGATION (D/E)

LEGEND

No.	*	ITEM	DESCRIPTION
(A)		23" FRAME AND COVER	PLAN 302 APWA
(B)		CONCRETE BOX	4'X4'X4' MIN.
(C)		STAINLESS STEEL METER BOLTS	5/8" x 2 3/4" BRASS
(D)		1 1/2" CUSTOM SETTER WITH BYPASS	
(E)		2" CUSTOM SETTER WITH BYPASS	

* FURNISHED BY UTILITY AGENCY

NOTE: ALL MATERIALS MUST BE APPROVED THROUGH SUBMITTALS

1 1/2" and 2" meter

DRAWN	RSB		STANDARD DETAILS FOR	DRAWING NO.
REVISED	DEC. 2024	EAGLE MOUNTAIN CITY	1 1/2" AND 2" METER	4
DATE	APRIL 2024			
SCALE	N.T.S.			

4 1 1/2" AND 2" WATER METER

LEI
CIVIL
STRUCTURAL
SURVEY
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR CONSTRUCTION

Firefly

NPA 9 PRELIMINARY PLAT

EAGLE MOUNTAIN, UTAH

DETAILS

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP/BDF
DESIGNED BY: BCT
SCALE: NA
DATE: 12/04/2025

SHEET
601

12/5/2025 11:14 AM
N:\0_LEI PROJECTS\2021\2021-0080 PAGE CANYON SUBD\CAD\DWG\NPA 9\PRELIMINARY\21-0080 NPA9 PRELIMINARY PLAN.DWG

Firefly NPA 9 Phase A

Item	Assigned	City Comments	Page
1	LEI	Call out as a "plat" not plan throughout plat application.	**101**
2	LEI	Erosion Control Plan is needed for this project.	**101**
3	LEI	Plat will required to be numbered not lettered.	**501**
4	LEI	Revamp drawing to reflect service drive widths inside project and that the same are City code compliant. EMMC 17.55	**601**
5	LEI	replace with eagle mtn detail	**601**
6	DHM	Species of tree picked look great except for the Arizona Cypress. Those will more likely than not struggle in our environment. A juniper would do really well as a replacement. Also we need to make sure we aren't putting too many of the same tree in a row. when the numbers are decided upon. Two to three in a row or group is fine. More and you start to risk mono-planting issues.	**L100**

7	DHM	Additional landscape planter interrupt islands with trees required as per 17.55.080.C. -- revised to incorporate while keeping parking count compliant.	**Concept Plan (in the Design Package)**

Response To City

Plans have been updated.

This is understood. Erosion control plans will be provided at Final Plat

Phases have been updated to be numbered.

Service drive widths have been adjusted to comply with city code.
Plans have been updated.

Arizona Cypress has been removed from planting palette. DHM will make sure break up tree species along roadways to minimize mono-planting risks. This will be reflected in final planting plans at later phase.

Plans have been updated to comply with city code for planters/trees in parking areas.

CONCEPTUAL PLANT PALETTE

DECIDUOUS TREES

BUR OAK

COMMON HACKBERRY

FRONTIER ELM

GOLDEN RAIN TREE

GREENSPIRE LINDEN

LONDON PLANE TREE

NARROW LEAF COTTONWOOD

SKYLINE HONEYLOCUST

ORNAMENTAL TREES

SPRING SNOW CRABAPPLE

JAPANESE FLOWERING CHERRY

THORNLESS COCKSPUR HAWTHORN

EVERGREEN TREES

ARNOLD SENTINEL AUSTRIAN PINE

VANDERWOLF'S PYRAMID LIMBER PINE

SOD

IRRIGATED TURF

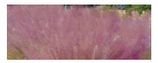
ORNAMENTAL GRASSES

BLONDE AMBITION GRASS

COOL AS ICE BLUE FESCUE GRASS

ELIJAH BLUE FESCUE

HAMELN DWARF FOUNTAIN GRASS


REGAL MIST MUHLY GRASS

INDIAN STEEL GRASS

KARL FORESTER

KARLEY ROSE FOUNTAIN GRASS

LITTLE BUNNY DWARF FOUNTAIN GRASS

PERCENTAGES

49% (10.96 ACRES) HARDSCAPE
7.9% (1.75 ACRES) IRRIGATED TURF
7.7% (1.70 ACRES) NATIVE SEED
11.7% (2.57 ACRES) PLANTING BEDS
22 ACRES CUMULATIVE LANDSCAPED AREAS

PARKING & TREE REQUIREMENTS

PARKING SPOTS: 916
TREES REQUIRED IN PARKING AREAS: 76.2
TREES PROVIDED IN PARKING AREAS: 119

0 40 160
20 80
SCALE: 1"=80'-0"

DHM DESIGN
1309 East 3rd Avenue
Room 205
Durango, CO 81301
970.385.4219
www.dhmdesign.com

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FOR INTERNAL REVIEW:
NOT FOR CONSTRUCTION

FIREFLY NPA 9 MASTERPLAN

PRELIMINARY LANDSCAPE PLANS
CITY OF EAGLE MOUNTAIN, UTAH

PROJECT NUMBER:
DATE 12/05/2025
DESIGNED: GW
DRAWN: EK, EL
CHECKED: WC

REVISIONS:

JOB DESCRIPTION:
SCHEMATIC PLAN

SHEET TITLE:
NPA 9
MASTER PLAN

SHEET NUMBER:
L100

CONCEPTUAL PLANT PALETTE

DECIDUOUS TREES

BUR OAK

COMMON HACKBERRY

FRONTIER ELM

GOLDEN RAIN TREE

GREENSPIRE LINDEN

LONDON PLANE TREE

NARROW LEAF COTTONWOOD

SKYLINE HONEYLOCUST

ORNAMENTAL TREES

SPRING SNOW CRABAPPLE

JAPANESE FLOWERING CHERRY

THORNLESS COCKSPUR HAWTHORN

EVERGREEN TREES

ARIZONA CYPRESS

ARNOLD SENTINEL AUSTRIAN PINE

VANDERWOLF'S PYRAMID LIMBER PINE

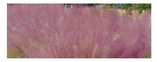
ORNAMENTAL GRASSES

BLONDE AMBITION GRASS

COOL AS ICE BLUE FESCUE GRASS

ELIJAH BLUE FESCUE

HAMELN DWARF FOUNTAIN GRASS


REGAL MIST MUHLY GRASS

INDIAN STEEL GRASS

KARL FORESTER

KARLEY ROSE FOUNTAIN GRASS

LITTLE BUNNY DWARF FOUNTAIN GRASS

SOD

IRRIGATED TURF

SEED MIX

NATIVE SEED MIX

PERCENTAGES

33% (1.5 ACRES) HARDSCAPE
13% (.60 ACRES) IRRIGATED TURF
31% (1.42 ACRES) NATIVE SEED
9% (.42 ACRES) PLANTING BEDS
4.54 ACRES CUMULATIVE LANDSCAPED AREAS

0 15 60
5 30
SCALE: 1"=30'-0"

DHM DESIGN
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Room 205
Durango, CO 81301
970.385.4219
www.dhmdesign.com

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FIREFLY NPA 9 - NEIGHBORHOOD PARK
PRELIMINARY LANDSCAPE PLANS
CITY OF EAGLE MOUNTAIN, UTAH

PROJECT NUMBER: XXX
DATE: 11/12/2025
DESIGNED: WC/GW
DRAWN: AP/GW
CHECKED: WC
REVISIONS:
JOB DESCRIPTION: SCHEMATIC PLAN
SHEET TITLE: NPA 9
SHEET NUMBER: L100

firefly

COMMUNITY PLAN

June 30, 2023

FINAL

A DAI Community

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST

COMMUNITY PLAN

firefly

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

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01 PROJECT INTRODUCTION

ABOUT FIREFLY

Firefly is a master planned community in Eagle Mountain, designed to be "A Place Where Our Children Can Reach Their Full Potential." The master plan encompasses unique Parks, Trails, Open Space (PTOS), and amenity designs providing activities that encourage our kids to put down their devices and get outdoors. As a result, they will become more well rounded, healthy individuals with the tools needed to reach their full potential.

Firefly is comprised of approximately 2,780 acres of land. Approximately 2,280 acres of the community make up residential, PTOS, and commercial, while an additional 495 acres is dedicated to industrial uses.

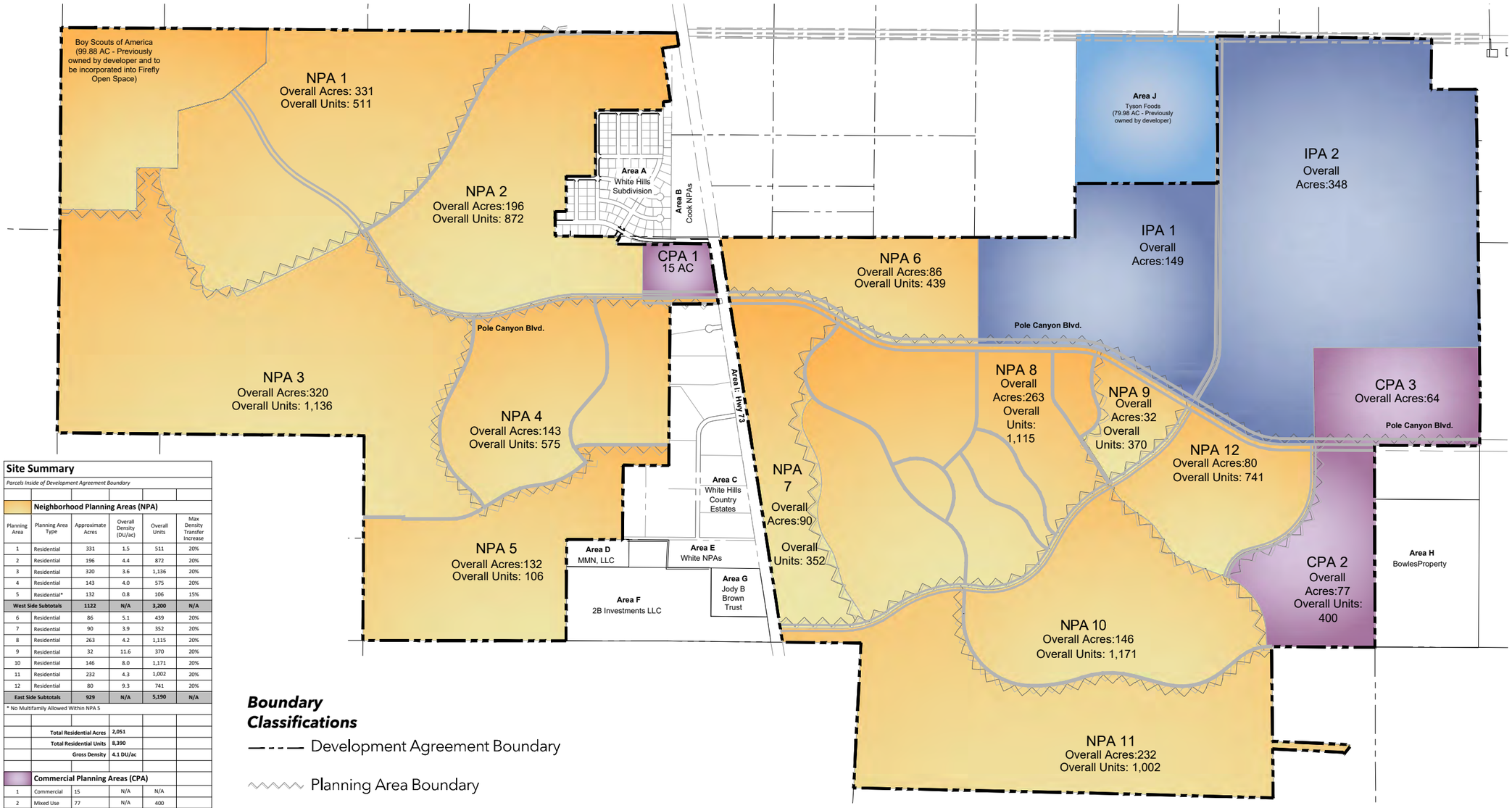
Firefly residents will enjoy 356 acres of PTOS connected by a trail network expanding from the southeast to northwest corners of the property. Featured throughout the trail network are a variety of opportunities to explore the outdoors including stargazing, indoor/outdoor playground, pickleball, sports fields, agricultural activities, mountain biking, and much more.

The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

1. Improve the quality of life of families by providing amenities and activities that will enhance their social, emotional, educational, and physical development.
2. Create an active-lifestyle community focused on encouraging our children to get outside and play without their digital devices, which will increase their physical activity, health, and well-being.
3. Create recreational areas and amenities that spark imagination and creativity.
4. Prioritize social and physical connectivity through a network of PTOS assuring homesites have easy access to trails.
5. Create local jobs and tax base by integrating strategically located industrial and commercial use areas.
6. Implement the Firefly Landscape Water Efficiency (LWE) standards establishing water conservation standards for outdoor landscaping.
7. Provide housing types to meet various homeownership needs.
8. Develop quiet, friendly, and safe neighborhoods.
9. Contribute public and private amenities that bolster existing valley-wide parks.
10. Protect and maintain PTOS.
11. Plan for quality, managed growth.
12. Emphasize the area's incredible views.

LAND USE MASTER PLAN



Site Summary

Parcels Inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		**1122**	**N/A**	**3,200**	**N/A**
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		**929**	**N/A**	**5,190**	**N/A**

* No Multifamily Allowed Within NPA 5

Total Residential Acres	**2,051**	
Total Residential Units	**8,390**	
Gross Density	**4.1 DU/ac**	

Commercial Planning Areas (CPA)

1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	64	N/A	N/A	

Industrial Planning Areas (IPA)

1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	

Total NPA Acres	2051	
Total CPA Acres	156	
Total IPA Acres	497	
Tyson Foods Acreage	80	
Total Dev. Agreement Acres	**2784**	
Total Residential Units	**8,790**	
Gross Density	**3.16 DU/ac**	

Boundary Classifications

— - - — Development Agreement Boundary

Planning Area Boundary

NOTE:

1. All acreages are approximate.
2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
4. Churches, schools, and neighborhood commercial allowed in all NPAs.

03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

INTRODUCTION

The Parks, Trails, and Open Space (PTOS) plan includes any use of land for active or passive, public or private, indoor or outdoor space, including such uses as parks, plazas, greenways, playgrounds, or community gardens. In addition, this PTOS plan calls out other uses that are permitted as PTOS within Firefly. The intent of this PTOS plan is to establish uses for the purpose of conservation, preservation, agricultural resource enhancement, recreation, enhancing value to the public of adjacent parks or preserves, or otherwise providing a buffer to adjacent property. These specific and intended uses, as well as other similar uses not specifically identified herein, but which may satisfy the intent and purpose of PTOS, shall be counted toward the minimum PTOS requirement in Firefly.

DETAILS

The Master Developer will develop (based upon factors such as water availability, phasing of Firefly, number of residential units, and other factors determined relevant by Master Developer) approximately 356 acres of public and private PTOS and amenities. Firefly's PTOS and amenities, which are to be anchored by a year-round indoor/outdoor playground, are designed to encourage kids to ditch their devices, get outdoors, explore, recreate, socialize in person, imagine, learn, and have an abundance of fun.

The PTOS is designed to allow our children to safely walk, bike, run, skateboard, or scooter to parks and amenities that shall be programmed for a variety of activities. PTOS within Firefly may provide both private and public areas for sports and educational experiences, which may include, but is not limited to, soccer, lacrosse, basketball, pickleball, skateboarding, biking, bouldering, horseback riding, astronomy, art, performing arts, agriculture, etc.

The Master Developer will install parks in the approximate locations as depicted within the PTOS exhibit. The approximate park locations shown on the PTOS exhibit may be waived at the Administrator's discretion when an alternative PTOS layout is more advantageous to the immediate and surrounding neighborhoods proposed by a Development Application. Any modification by the Administrator shall be based upon the best community benefit and any other relevant considerations determined by the Administrator. The acreage set aside by Master Developer for PTOS uses as identified herein shall be counted at one hundred percent (100%) of the actual acreage of such PTOS.

In honor of Eagle Mountain heritage, horse trails will be incorporated into the PTOS plan along the western portion of Firefly. The community will also include agricultural homesites. Horse trails will be designed to allow access to Manning Canyon and adjacent BLM land (as allowed by BLM).

TYPES OF PTOS

The term ***PTOS*** within the Firefly plan refers to open, landscaped, native (non-irrigated), and other improved areas that meet any one or more of the following criteria:

1. Public and private parks, recreational areas, gateways, trails, trailhead parking, buffer areas, berms, view corridors, or other public or private amenities that facilitate the creation of more attractive neighborhoods
2. Entrance node (may contain entrance feature) and any portion of park strip or landscaped median
3. Land set aside for a cemetery
4. Improved, native (non-irrigated), and passive areas—Native (non-irrigated) means undisturbed landscaping or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape also includes the restoration of disturbed areas.
5. Contributed PTOS such as Camp Eagle Mountain, the 100-acre parcel donated to the BSA
6. General common areas that are managed by a master or a sub-HOA, commonly referred to as limited common open space
7. Green roofs or rooftop decks that are "contained" green spaces on top of a human-made structure
8. Outdoor storage (includes trailers, vehicles, RVs and other similar uses)

PTOS STANDARDS

While the final details (such as location, type, and amenitization of PTOS) will be included with each Development Application, some examples of the various types of PTOS in Firefly include:

1. ***Neighborhood Parks***—These parks often serve as the focal point of a neighborhood, providing recreational space and amenities, as well as an informal gathering area for Firefly residents. The intent of the park design is to create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents. Neighborhood Parks are larger and more substantial in nature.

2. ***Greenways***—Greenways are linear PTOS with passive and sometimes active recreational elements. They may be designed around or integrated within natural PTOS, or they may take the form of linear, developed parks. Greenways often serve as trail corridors, connecting key PTOS, while providing critical connections from neighborhoods to larger parks and other PTOS.

3. ***Community Parks***—Community Parks are large parks that contain a variety of active and passive uses that serve the needs of all residents, carefully organized to allow many groups of varying sizes to utilize the park at the same time comfortably. These parks provide gathering spaces for events, sports fields, and/or larger clubhouse and pool complexes, as well as smaller picnic areas, playgrounds, and open lawns. Parking areas and trail connections create a variety of ways to bring people to this central destination. Shade is a key component and will be provided through both structures and trees. Often a community park has a municipal component and is open to the wider public. This park is highly designed, well-crafted, and adds to the primary identity for the community.

4. ***Regional Park***—A Regional Park is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the regional population. Regional parks require a substantial amount of design and infrastructure cost.

5. ***Amenity Areas***—These areas are to provide recreational and social opportunities exclusively for the residents of Firefly. Amenity Areas may include, but not be limited to, community buildings, sports fields, outdoor recreation areas, amphitheaters, splash pads, swimming pools, picnic areas, etc. These areas shall be maintained and operated by the HOA for the enjoyment of the Firefly residents.

6. ***Connector Trails***—Connector Trails may be composed of sidewalk connections, multipurpose paved trails, or unpaved pathways. They are used by pedestrians and cyclists to connect to the main trail and PTOS network. See Typical Trail Section Exhibit on page 3-10.

7. ***Primary Pedestrian Trails***—Primary Pedestrian Trails are typically asphalt. These major multi-use trails connect residents to major amenities and village areas without having to get in the car. Trails are wide enough to accommodate large and small groups, bikes, and traffic in both directions with easy passing. They provide public access and major connections across the entire community and to regional systems.

8. ***Secondary Pedestrian Trails***—Secondary Pedestrian Trails are typically asphalt or unpaved. These trails are suitable for small groups and provide the ability to easily pass. Split between private and public access, these trails provide the means for users to leisurely stroll through neighborhoods and connections to other nearby sub-neighborhoods or amenities. These trails are generally internal to the community and are appropriate for bike users, but warning or traffic signage should be considered in areas of lower visibility.

9. ***Tertiary Pedestrian Trails***—Tertiary Pedestrian Trails are typically unpaved or dirt. They are single-track trails catering to individual users or small groups. These trails will primarily serve the immediate residents, not the wider public. They are provided for users to take leisurely strolls through natural areas, not major connections. These trails may be appropriate for bike users, but need to be carefully considered and signed to avoid traffic conflicts.

10. ***Equestrian Trails***—Equestrian Trails are typically compacted soil. Pedestrians are allowed, but bikes are restricted. Amenities may be located along equestrian trails. Horse trailer parking may be located at designated trailhead(s). There are typically few intersections with other trails or roads, and intersections are well identified.

11. ***Native Open Space*** —Native refers to undisturbed, non-irrigated landscaping, or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This term commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. All parks and trails may include Native Open Space within their design. Native Open Space is considered complete when untouched.

12. ***Demonstration Community Gardens***—Demonstration Gardens are individual planting beds that feature collections of plants that make up a specific type of garden. Examples include a pollinator garden, kitchen/herb garden, sensory garden, water efficiency garden, succulent garden, woodland garden, etc. Demonstration Gardens may be used as a perimeter, buffer around pergolas, barrier along a ravine, or may be a fill between pathways, etc.

13. ***Pocket Parks***—These small parks allow for people to gather, relax, and enjoy the outdoors. The green spaces typically feature simple elements such as benches and a few trees but may also include more active amenities like playground equipment, climbing boulders, and landscaping. The goal of these smaller parks is to meet the recreational needs of local residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.

14. ***Entrance Nodes***—Formal nodes serve as entrances into Firefly and showcase neighborhood identity through landscaping, public art structures, entrance features (monuments) and/or signage.

PARKS AND AMENITY AREA PHASING DETAILS

PARK AND AMENITY AREA PHASING			
	Included Features	**Phasing Details**	
Community Park A	» Multisport field(s) » Pickleball courts » Basketball courts » Playground » Skate park » Pump track » Restroom facilities » Shade structure(s) » Walking trails » Parking » Maintenance building	**Phase 1**	» Pickleball courts[1] » Basketball courts[1] » Skate park[1] » Pump track[1] » Restroom facility[1] » Shade structure(s)[1] » Walking trails[1] » Parking (along street)[1]
		Phase 2	» Multisport field(s)[1] » Playground[1] » Restroom facility[1] » Shade structure(s)[1] » Walking trails[1] » Parking[1]
Amenity Area B	» Indoor/outdoor playground » Amenity building » Splash pad » Parking » Walking trail(s) » Sports field » Amphitheater » Gathering area(s) » Underpass connection to Community Park A	**Phase 1**	» Indoor/outdoor playground[2] » Amenity building[2] » Parking[2] » Amphitheater[2] » Underpass connection to Community Park A[1]
		Phase 2	» Splash pad[2] » Walking trail(s)[1] » Gathering area(s)[1, 2]
		Phase 3	» Parking[2] » Walking trail(s)[1] » Sports field[1, 2] » Gathering area(s)[2]
Regional Park C	» NICA cross country trails » Downhill/flow trail(s) » Hiking trail(s) » Equestrian trail(s) » Shade structure(s) » Gathering area(s) » Overlook pavilion » Shade structures » Campground » Agricultural and equestrian area » Archery and ax throwing center » Trailhead(s)	**Phase 1**	» NICA cross country trails[1] » Downhill/flow trail(s)[1] » Hiking trail(s)[1] » Equestrian trail(s)[1] » Trailhead parking[1] » Mountain bike skills area[1]
		Phase 2	» Community campground[2]
		Phase 3	» Agricultural and equestrian area[2]
		Phase 4	» Water tank hilltop area[1] » Shade structure(s)[1] » Overlook pavilion[1] » Parking lot[1] » Expert downhill course[1] » Gathering area(s)[1] » Archery and ax throwing center[1]

1 Improvement to be dedicated to City **2** Improvement to be dedicated to another public entity, an HOA, or other private entity

OVERALL PTOS SPENDING SCHEDULE

Developer will complete Phase 1 of Community Park A, Phase 1 of Regional Park C, and the expansion of the White Hills Estates park upon the issuance of the 336th building permit issued. As to all other phases of Park A, Area B, and Park C, Master Developer may elect to build partial or complete phases of any Park or Area in any order so long as the Master Developer actually spends the dollars on PTOS at the issuances of the building permits identified below.

Building Permit Issuance	PTOS Spend[1]
1,250	$11,250,000
2,500	$22,500,000
3,750	$33,750,000
5,000	$45,000,000
6,250	$56,250,000
7,500	$67,500,000
8,790	$79,110,000

1 PTOS spending includes direct costs, design and engineering costs, contractor fees and all other soft costs, and annual cost adjustment. The dollar amount shown in the table above represents $9,000 per unit.

PTOS TIMING

The timing is defined below for the various types of PTOS in Firefly:

1. ***Neighborhood Parks***—Neighborhood Parks will be constructed on an NPA-by-NPA basis. Neighborhood Parks will be started before more than 50% of the building permits may be issued for the entire NPA. Neighborhood Parks within an NPA must be completed before Certificates of Occupancy of the final 10% of units within an NPA may be issued.

2. ***Greenways***—Greenways shall be constructed along with the timing of the road or trail infrastructure that they follow. If the road or trail infrastructure is contained within an NPA, then both sides of the greenway will be required to be installed within 12 months of the completion of the adjacent infrastructure. If the road or trail is the border between two NPAs, then the greenway improvements will be required within 12 months of the first building permit within an NPA.

3. ***Community Parks***—Community Parks require a substantial amount of design and infrastructure cost. Community Parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.

4. ***Regional Park***—Regional Parks require a substantial amount of design and infrastructure cost. Regional parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.

5. ***Amenity Areas***—Amenity Areas will be designed and constructed based on community amenity trends and facilities needs. Amenity Area B shall begin construction prior to the issuance of the 4,830th building permit.

6. ***Connector Trails***—Connector Trails shall be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If Connector Trails are located within another park type, they will be required to be built at the same time as the park construction that they are located within.

7. ***Primary Pedestrian Trails***—Primary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Primary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the Firefly Architectural Review Committee (ARC).

8. ***Secondary Pedestrian Trails***—Secondary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Secondary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the ARC.

9. ***Tertiary Pedestrian Trails***—Tertiary Pedestrian Trails will be constructed prior to the completion of any adjacent NPA.

10. ***Equestrian Trails***—Equestrian Trails to be constructed prior to the completion of any adjacent NPA.

11. ***Native Open Space*** —Native Open Space is considered complete when untouched. When disturbed, Native Open Space will be re-established within 24 months of disturbance.

12. ***Demonstration Community Gardens***—Demonstration Community Gardens, when included within an NPA's design, will be constructed by the completion of the NPA that they are located within. If located within another park, they will be completed within the install of the park.

13. ***Pocket Parks***—Pocket Parks will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.

14. ***Entrance Nodes***—Entrance Nodes will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.

COMMUNITY IDENTIFIERS & MONUMENTATION

PUBLIC ART STRUCTURE

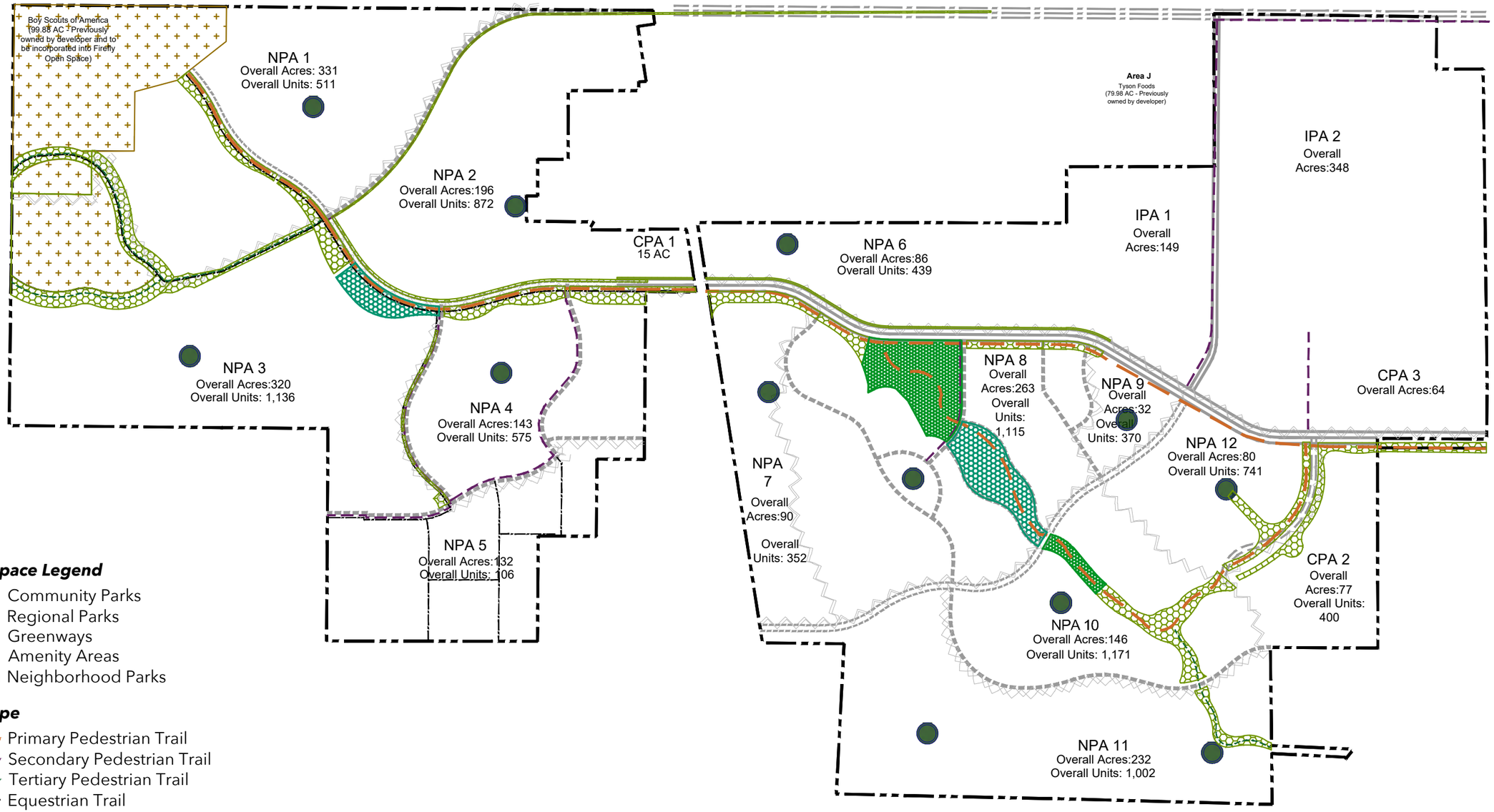
Entrances(s) and other key locations at Firefly may feature a large public art structure that creates a strong first impression to those entering Firefly. Community signage highlighting the name of Firefly is separate from the public art structure, therefore, the art structure will not contain any words. However, the materials and colors of this unique structure will be incorporated into the design theme of the primary, secondary, neighborhood, and park entrance features to create a unifying brand. Public art structures may not exceed 50 feet in height, and may be illuminated. The structure may be incorporated into a fence or other boundary structure. Exact location(s), design, and landscaping will be determined at Development Application.

ENTRANCE GATEWAY

Much like the public art structure, the entrance gateway monument over the entrance serves as a branded structure that welcomes residents and visitors, showcases the quality of the community, and represents a physical boundary. The overall height will not exceed 45', and the total width of the monument will not exceed 115'. The structure may include branding, the community logo, and/or tagline.

NOTE: Images shown on this page are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

PARKS, TRAILS & OPEN SPACE EXHIBIT



Open Space Legend

- Community Parks
- Regional Parks
- Greenways
- Amenity Areas
- Neighborhood Parks

Trail Type

- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Tertiary Pedestrian Trail
- Equestrian Trail

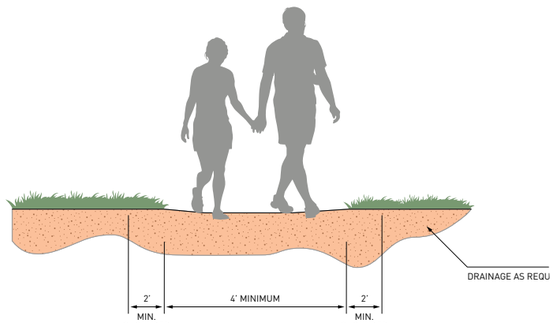
Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

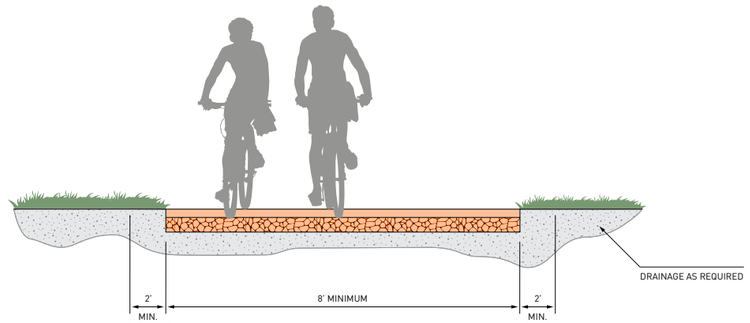
NOTES:

1. Acreages are approximate.
2. The PTOS depicted in this Exhibit are conceptual and intended to depict potential PTOS in the amounts/types/distributions contemplated in this Community Plan.
3. Location and number of PTOS are approximate.
4. All parks, trails, and greenways may include Native Open Space.

TYPICAL TRAIL SECTION EXHIBIT

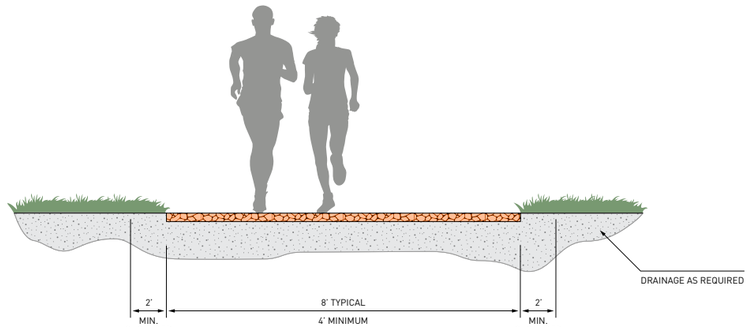


Dirt Trail



Asphalt Trail

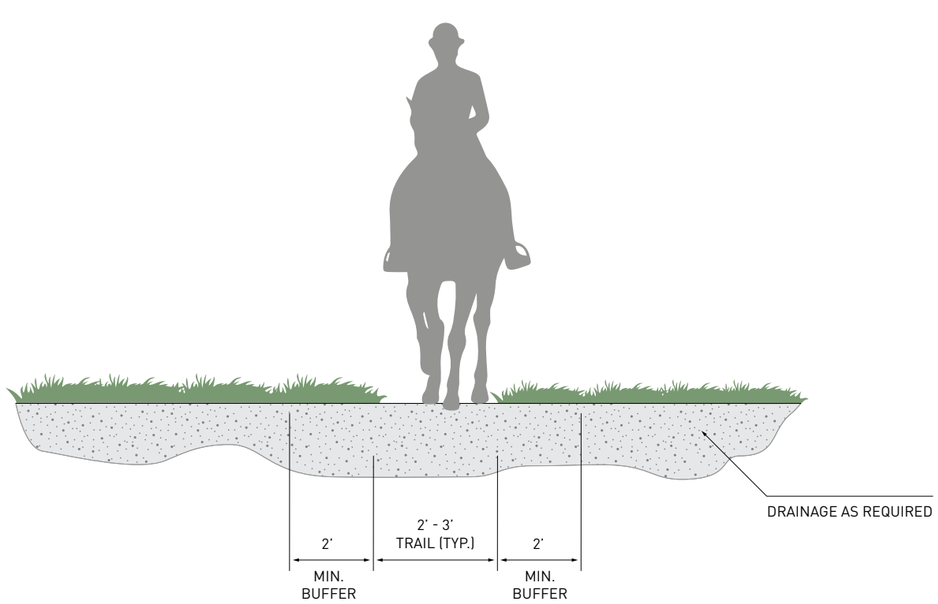
3" Asphalt / 6" Base



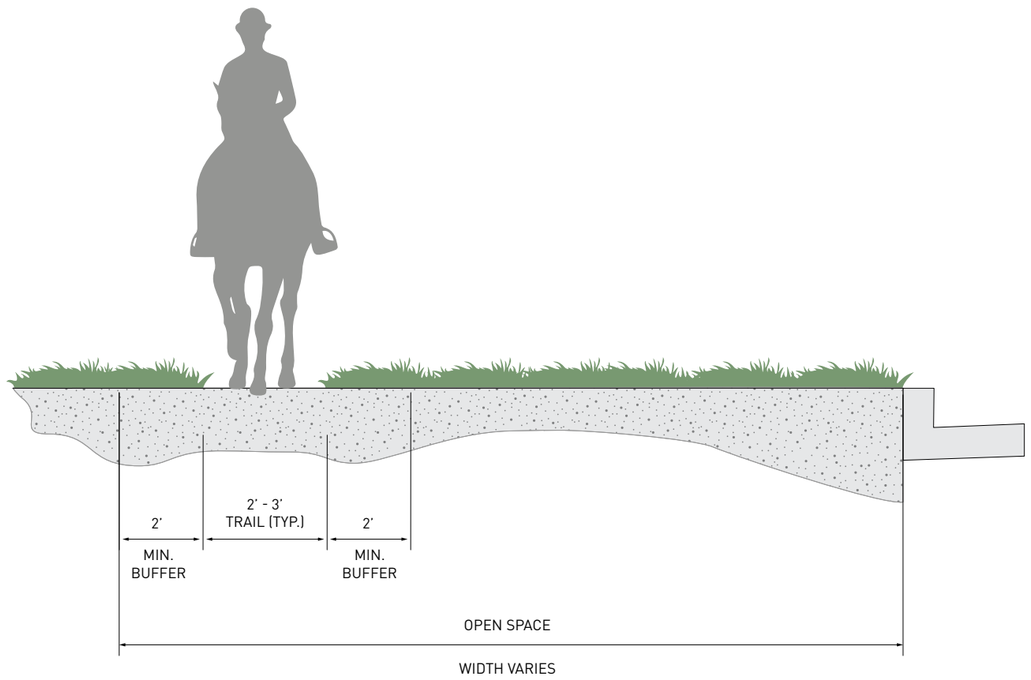
Unpaved Trail

NOTE: Cross-sections of trails may be widened on any of the trail types.

EQUESTRIAN TRAIL SECTION EXHIBIT



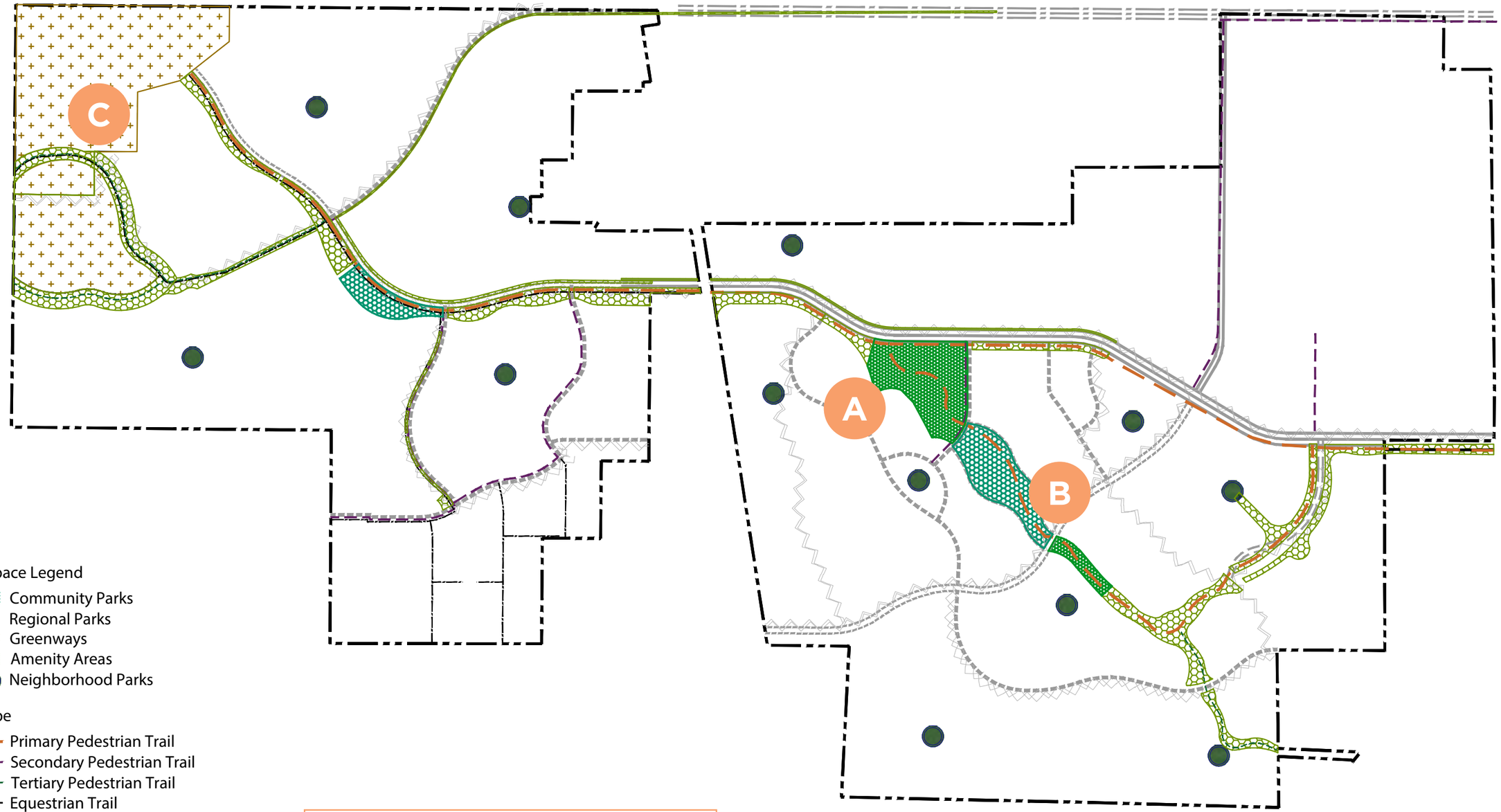
Off-Road Equestrian Trail



Roadway Equestrian Trail

Note: Cross-sections of trails may be widened on any of the trail types.

PROPOSED PARKS A, B, AND C



Open Space Legend

- Community Parks
- Regional Parks
- Greenways
- Amenity Areas
- Neighborhood Parks

Trail Type

- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Tertiary Pedestrian Trail
- Equestrian Trail

Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

NOTE:

This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

A—COMMUNITY PARK

1. REGIONAL TRAIL
2. MULTI-PURPOSE SPORTS FIELDS
3. PLAYGROUND AREAS
4. RESTROOMS & COVERED PICNIC SHELTER
5. PARKING
6. PICKLEBALL COURTS
7. BASKETBALL COURTS
8. WHEELS PARK
9. UNDERPASS CLIMBING AREA

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

A—COMMUNITY PARK EXAMPLES

NOTE:
These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

B—AMENITY AREA

11 INDOOR/OUTDOOR DESTINATION PLAYGROUND

12 UNDERPASS AMPHITHEATER

13 MAIN AMENITY BUILDING

14 SPLASH PAD

15 ENTRY PLAZA

16 BOULDER CLIMBING FEATURE

17 EVENT / SPORTS LAWN / U8 SOCCER

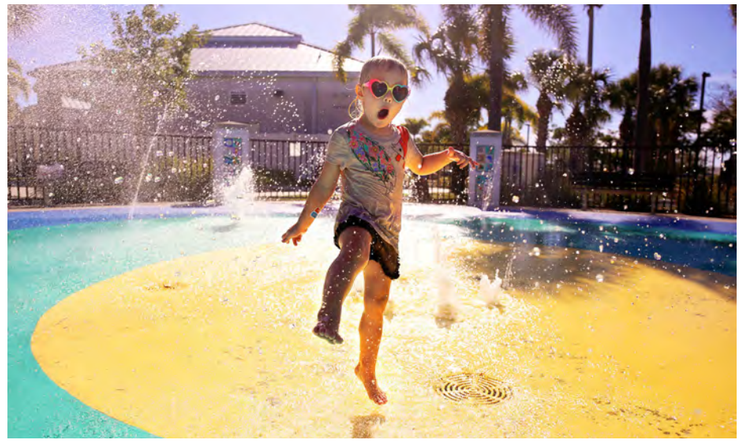
18 PARKING

19 REGIONAL TRAIL

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

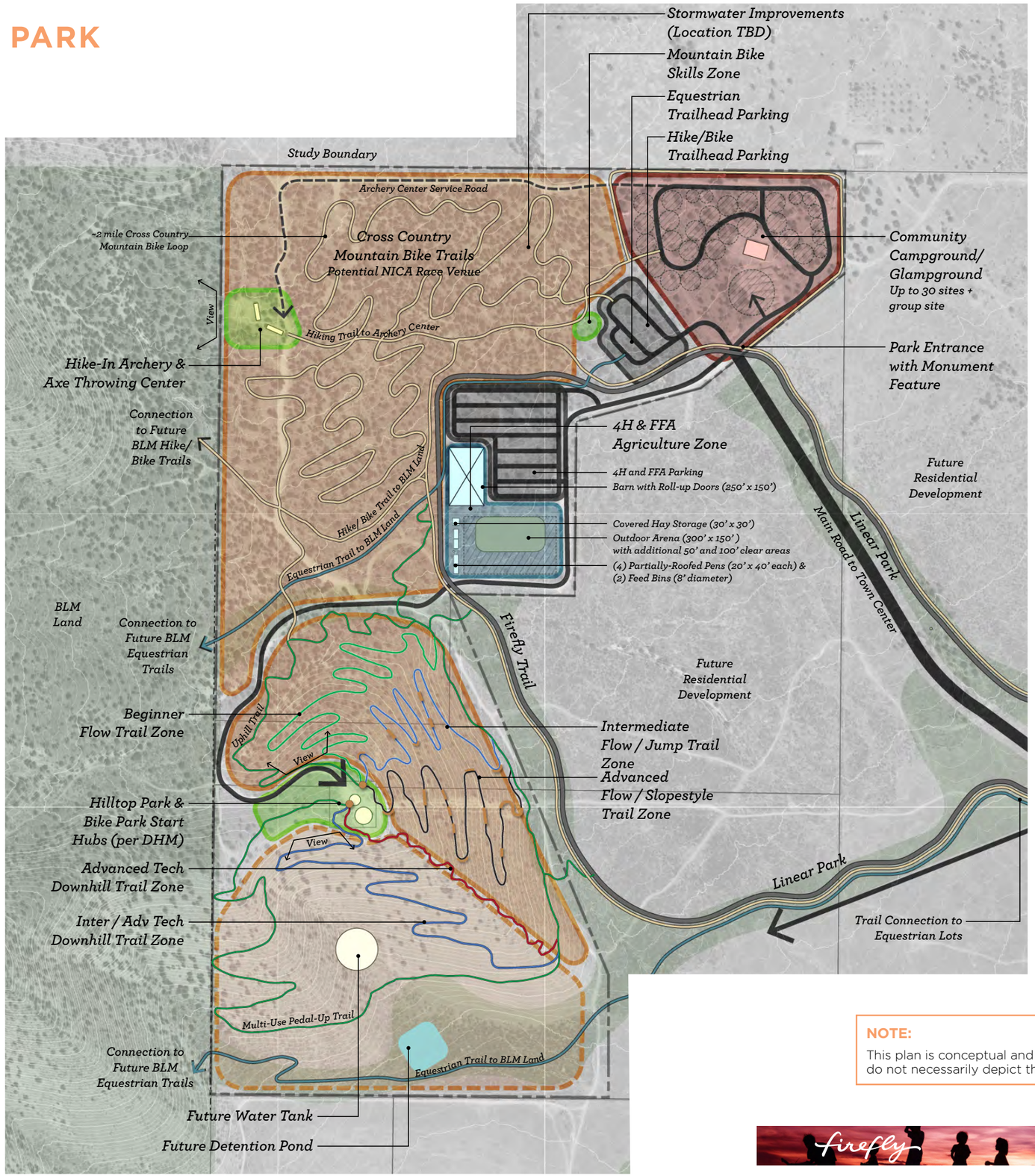
0 25 100
10 50 200
SCALE: 1"=100'-0"

B—AMENITY AREA EXAMPLES



NOTE: These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

C—REGIONAL PARK



Legend

- Passive Recreation & Trails Zone
- Active Recreation Zone
- Campground Zone
- Parking
- Agriculture Zone
- Parks and Public Land
- Study Boundary
- Road
- Service Road
- Shared Use Path
- Multi-use Trail
- Equestrian Trail
- Directional Mountain Bike Trails by Difficulty
- Bike Features

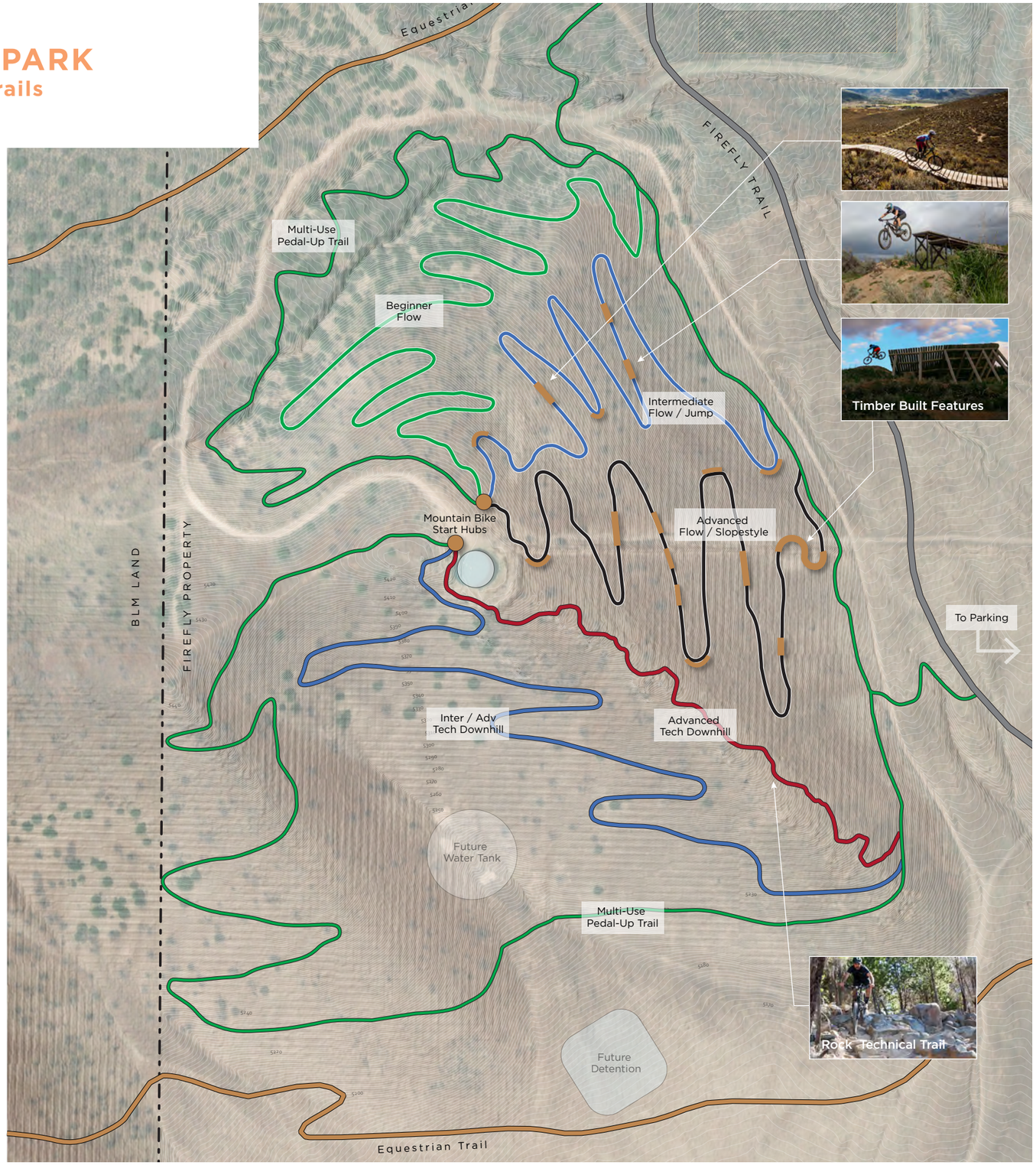
North

1" = 200'-0"

0 200 400 ft

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

C—REGIONAL PARK
Downhill Flow Trails



LEGEND

- Multi-Use Path from Firefly
- Multi-Use Two-Way Trail
- Downhill Beginner Flow
- Downhill Intermediate Flow / Jump
- Downhill Advanced Flow / Slopestyle
- Downhill Inter / Adv Technical
- Downhill Advanced Rock Garden
- Equestrian Trail to BLM Land
- Mountain Bike Start Hub
- Timber Mountain Bike Feature

NOTE:

This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

C—REGIONAL PARK EXAMPLES

NOTE:
These photos are intended to represent PTOS or amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

ENTRANCE FEATURES / MONUMENT SIGNAGE

Entrance features and monument signage may be installed by Master Developer to identify neighborhoods and promote the Firefly brand. All entrance features will be located outside public utility easements (PUEs). Placement of these monument signs will be in compliance with the AASHTO clear sight triangle regulations. Specific locations and landscaping plans will be detailed at Development Application.

Primary entrance features are monument signs that include the name and branding for Firefly as a whole, and are situated in highly visible locations which may be bermed up to increase visibility. The primary entrance feature may be double-sided and/or illuminated. Each face may not exceed 200 square feet, and the top of the sign may not be higher than 20 feet from grade.

Secondary, neighborhood, and park entrance monument signs are smaller than primary entrance features. These monument signs may be double-sided and/or illuminated. Each face may not exceed 100 square feet, and the top of the sign may not be higher than 12 feet from grade. Secondary signs may feature the Firefly logo. Neighborhood signs will generally highlight the name or special features of a neighborhood within Firefly. Park entrance monument signs feature the name of the park.

The supporting structures for entrance features/monument signs will be designed with materials and styles that are consistent with the character of Firefly. The signage plan will be approved by the ARC prior to Development Application(s) as appropriate.

NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

COMMUNITY WAYFINDING SIGNS

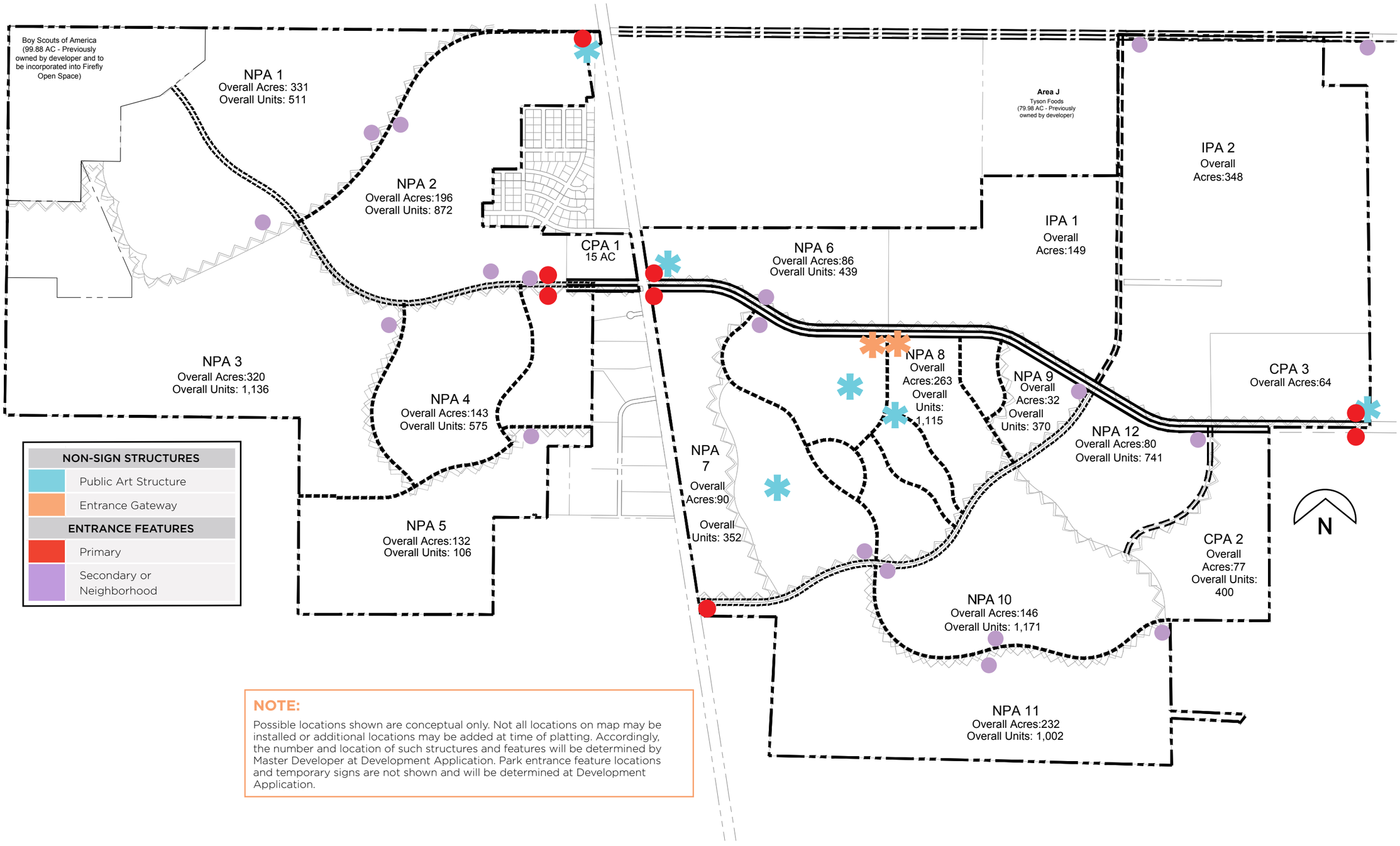
Permanent wayfinding signage will guide residents and visitors to parks, trailheads, and other amenities within Firefly. Providing effective wayfinding will allow the PTOS network to be used to its full potential. Final design details for wayfinding signage will be determined at Development Application. Wayfinding signs may be illuminated. Additionally, wayfinding signs may be double-sided, and each face may not exceed 60 square feet. The top of wayfinding signs may not be higher than 10 feet from grade. The locations of these signs will be determined at Development Application as appropriate.

NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

TRAIL SIGNAGE

Permanent trailhead sign faces may be as large as 60 square feet. Supporting structures for trail signs will be designed with a style that is consistent with the character and appearance of the entrance features for each trail. Trail signs may be used to showcase trailhead locations, trail names, and distances. Final locations of signage will be determined at Development Application.

MONUMENTATION PLAN



NOTE:

Possible locations shown are conceptual only. Not all locations on map may be installed or additional locations may be added at time of platting. Accordingly, the number and location of such structures and features will be determined by Master Developer at Development Application. Park entrance feature locations and temporary signs are not shown and will be determined at Development Application.

LANDSCAPING PHILOSOPHY

Landscaping will follow the Landscape Water Efficiency (LWE) standards. The landscaping philosophy for the LWE is based on best practices with an emphasis on aesthetics and water conservation. The overarching objective is to enhance the area's natural features, as well as the character of homes, buildings, streetscapes, and PTOS, in order to strengthen and frame vistas, while providing areas of intermittent shade.

All PTOS, as well as commercial and residential landscaping designs, are subject to approval by the Firefly Architectural Review Committee (ARC). The ARC or applicable Homeowners Association (HOA) will enforce the landscaping and maintenance requirements.

Streetscapes

Thoroughfares will have attractive streetscapes, which may incorporate neighborhood entrance nodes and beautiful landscaping. Streetscapes are an important part of Firefly that will serve many functions including:

1. Contributing to the personality and brand of Firefly through continuity in design
2. Providing safety for all modes of transportation
3. Creating a sense of place for residents and visitors

General Street Tree Standards

A plan for trees planted within park strips, provided at future Development Applications, shall show the plant schedule for the street trees within Firefly. Trees may be moved or removed from the plan to accommodate driveways and intersection requirements. The Master Developer may place street trees so they do not interfere with Low Impact Development (LID) street design requirements.

LANDSCAPE WATER EFFICIENCY STANDARDS

Purpose

The purpose of these Landscape Water Efficiency (LWE) standards is to conserve water resources by establishing water conservation standards for outdoor landscaping.

Applicability

The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The LWE standards shall also be required for new landscaping construction installed by homeowners.

Outdoor Landscaping Standards

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family, single-family residential projects, and two-family dwellings shall comply with the landscaping standards below:

Definitions

1. ***Active Recreation Areas***—Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sport fields and play areas).
2. ***Front Yard***—A yard extending across the full width of the lot, the depth of which is the shortest distance between the main building and the front lot line. See Figure 1.
3. ***Hardscape***—Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
4. ***Lawn***—Ground that is covered with grass or turf that is regularly mowed.
5. ***Mulch***—Any material such as rock, bark, compost, wood chips, or other materials left loose and applied to the soil.
6. ***Nonfunctional Turf***—An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.
7. ***Park Strip***—A typically narrow landscaped area located between the back-of-curb and sidewalk.
8. ***Paths***—Designed routes between landscape areas and features.
9. ***Planting Bed***—Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
10. ***Rear Yard***—A yard extending across the full width of the lot and more or less opposite to the front lot line. The depth of the rear yard is the shortest distance between the rear of the main building and the rear lot line. See Figure 1.
11. ***Side Yard***—A yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. On corner lots, the side yard adjacent to a street shall extend from the front yard setback to the rear lot line. The width of the required side setback shall be the shortest distance between the side of the main building and the side lot line. See Figure 1.
12. ***Total Landscaped Area***—Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

Landscaping Requirements

1. Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.

2. Nonfunctional turf to be used sparingly.

3. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.

4. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.

5. At least 3-4 inches of mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping. ARC approved materials shall be used in areas located within a public right-of-way.

6. The following requirements shall apply to single-family residential properties.

    a. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% (4:1 grade) or be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).

    b. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.

        i. Single-family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yards is twice as large or greater as the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped area in the front and side yards.

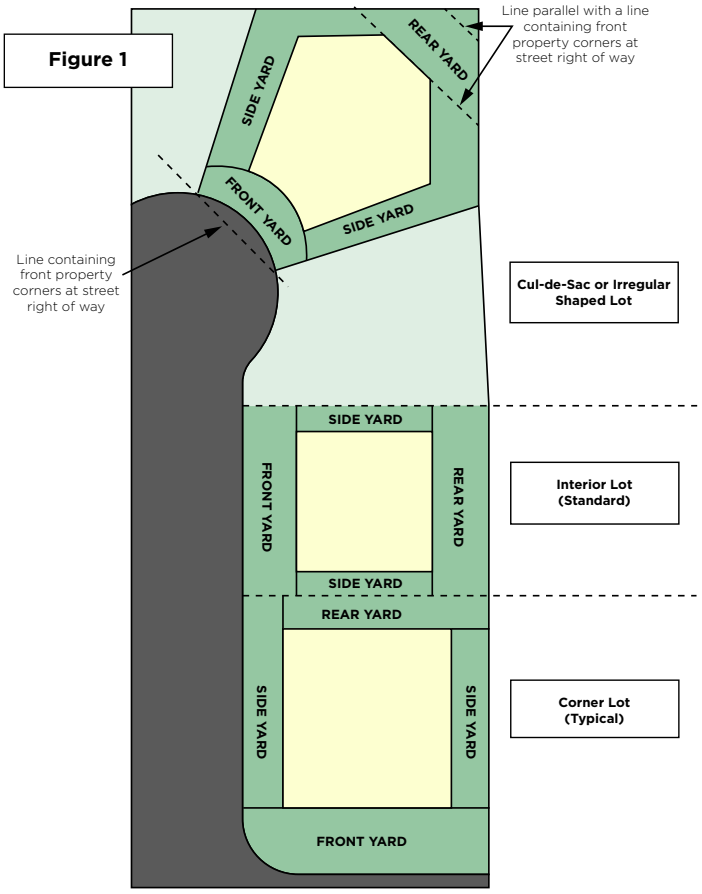
        ii. Residential lots that have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements in section i, are exempt from the 8 feet minimum width lawn area requirement.

    c. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies. Park strips are excluded.

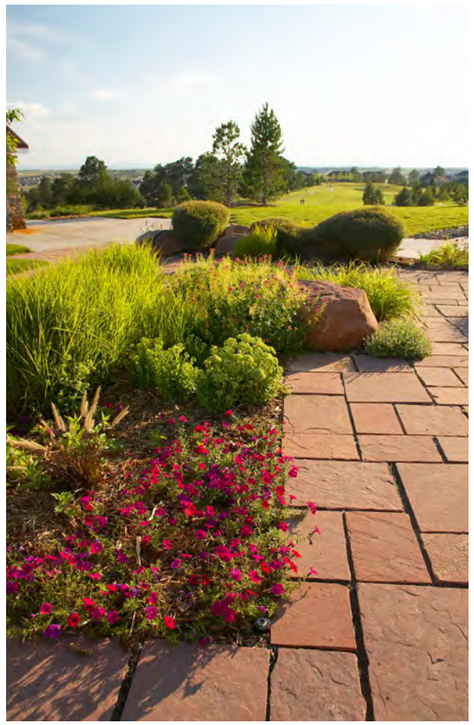
7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 30% of the total landscaped area, outside of active recreation areas.

8. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the landscaping requirements (see paragraph 6, above). Applications to receive exceptions are to be considered on a case-by-case basis by the ARC.

9. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.

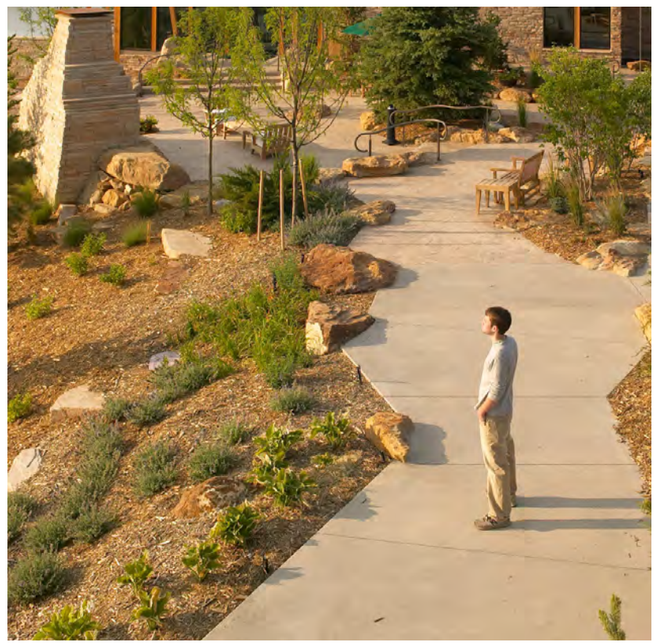


EXAMPLES OF LANDSCAPING



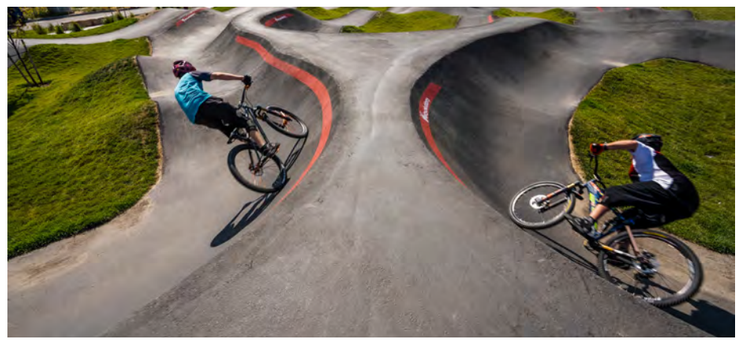
NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

EXAMPLES OF COMMUNITY CONNECTIVITY



NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.

04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

Master Owners Association

A Master Homeowners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Firefly Community. Where required, typically in multi-family areas, sub-HOAs will be established to address area-specific costs.

Firefly ARC

The ARC shall be created within the HOA. The goal of the ARC is to ensure Firefly is a pleasant, desirable, and sustainable community, with a harmonious design concept. The ARC protects and promotes the present and future values of the Firefly development. All exterior architectural building elevations, materials, colors, fencing details, landscaping, and signage within Firefly shall be subject to a design review and approval process established by the ARC.

The ARC shall review and approve all residential site plans and building permits prior to beginning Development Application and review processes. The ARC may consist of representatives of the Master Developer, as well as a selected team of professionals. The Master Developer shall retain the right to retain or replace members of the ARC at its discretion.

SINGLE-FAMILY TYPES

There are four types of single-family, detached homesites in Firefly. There are agriculture, standard, alley-load, and cottage homesites. Single-family alley-load and cottage lots may be traditional front-load homes, but may also be rear loaded with garages accessed from alleys and/or private driveways.

SINGLE-FAMILY STANDARDS

SINGLE-FAMILY DETACHED*								
Type of Lot	**Front**	**Garage**	**Rear**	**Side**	**Corner**	**Minimum Lot Width[1]**	**Minimum Lot Size**	**Maximum Building Height[2]**
Agriculture	25′	25′	35′	10′/30′	25′	90′	21,780 sf	35′
Standard A	25′	25′	25′	10′/10′	15′	85′	10,890 sf	35′
Standard B	15′	22′	20′	8′/10′	15′	80′	8,000 sf	35′
Standard C	15′	22′	20′	5′/8′	15′	48′	4,500 sf	35′
Alley Load	10′	22′	5′	5′/5′ [4]	15′	40′	4,200 sf	35′
Cottage	15′	22′	10′	5′/5′ [4]	15′	40′	3,600 sf	35′

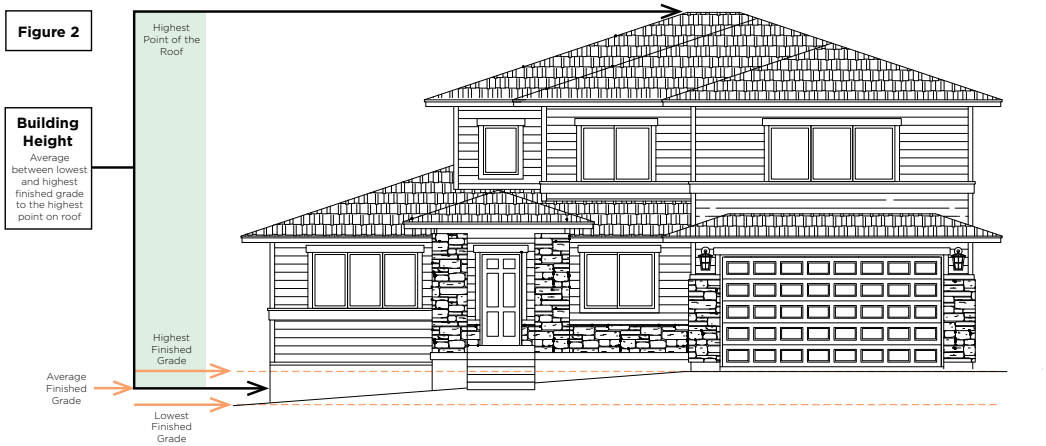
ACCESSORY BUILDINGS			
Type of Building	**Rear**	**Side**	**Maximum Building Height[2]**
Barns	5′	5′	35′
ADU[3]	5′	5′	35′

* Upon a request by the applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

Reference Notes

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design. See page 4-09.

2. Building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the roof, excluding ancillary structures.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.

3. The living space of a detached ADU must be a minimum of 400 square feet and may not exceed 50% of the primary home's footprint including the garage, up to a maximum of 1,200 square feet. An ADU may be part of a larger barn structure that may exceed 50% of the primary home's footprint, and/or be larger than 1,200 square feet.

4. Homesites with a 5'/5' side setback shall be limited to a quantity of 900.

SINGLE-FAMILY DEVELOPMENT STANDARDS

General Standards

Homes shall be a variety of styles and colors. Gated neighborhoods are permitted. 3-story homes are allowed.

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Parking Standards

A 2-car garage is required on all single-family homes. Additionally, a driveway matching the garage setbacks is required, except for alley-load lots. In the case of alley-load lots, parking must match townhome parking standards.

Fencing

Materials, specifications, and locations to be approved by the ARC.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials

EXAMPLES OF SINGLE-FAMILY HOME DESIGNS

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

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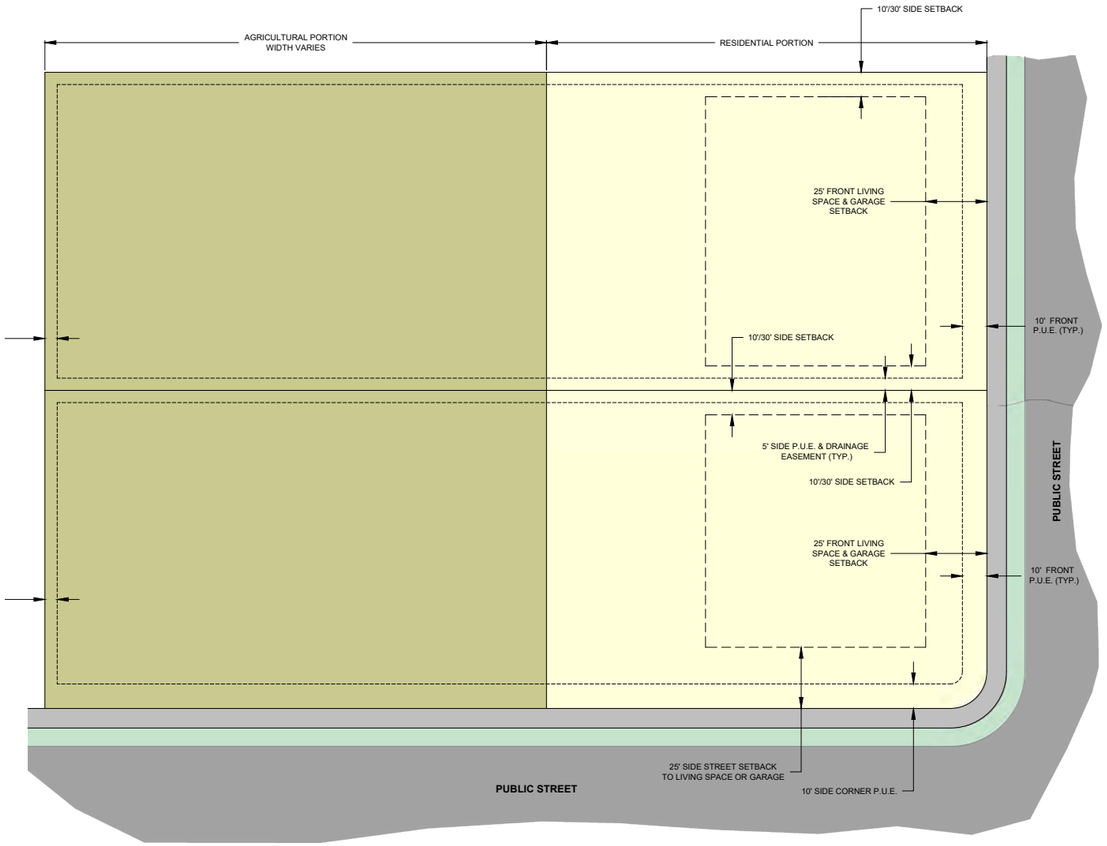
SINGLE-FAMILY SETBACK EXHIBIT

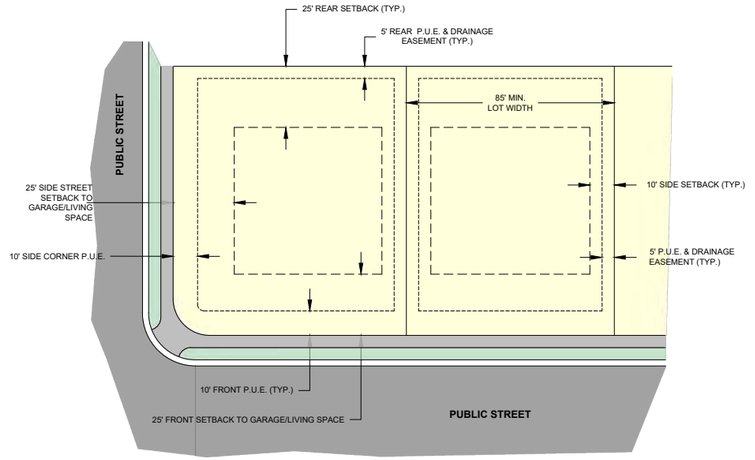
Agriculture Lot



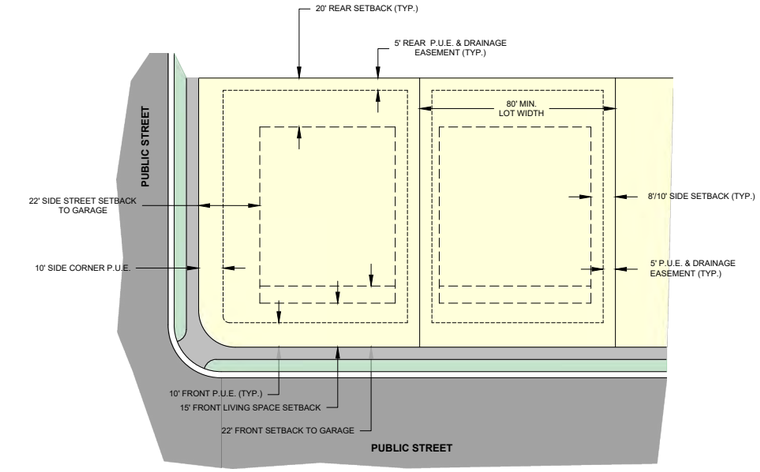
AGRICULTURAL LOT

NOTE:

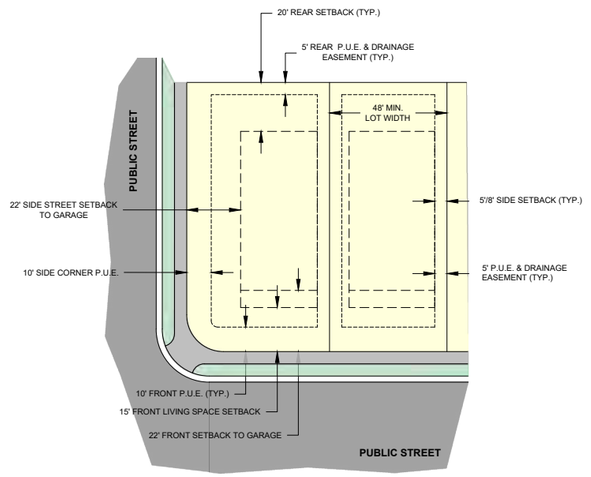
1. Structures or corrals housing animals: 50' from neighboring residences.
2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.



Standard "A" Lot



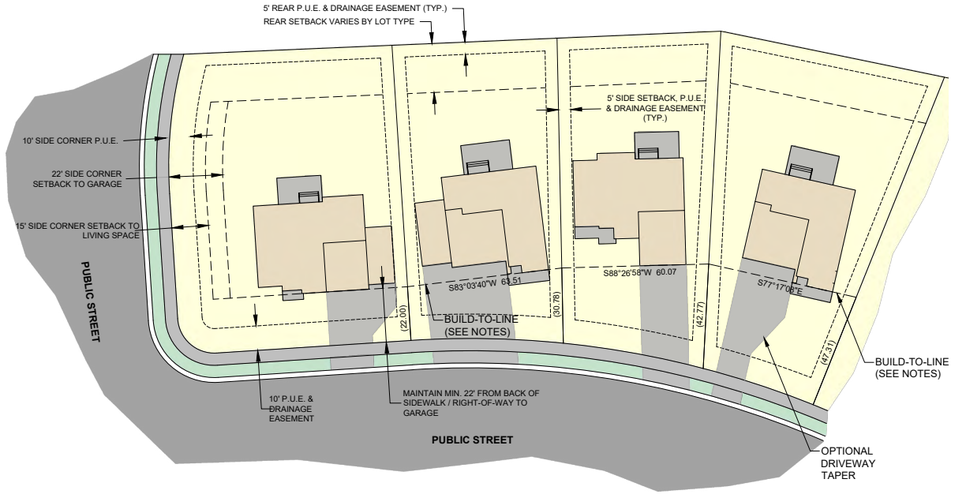
Standard "B" Lot



Standard "C" Lot

SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

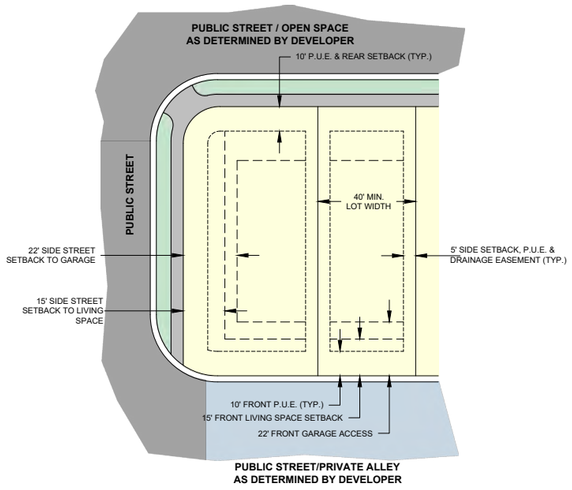
Curvilinear / Coving



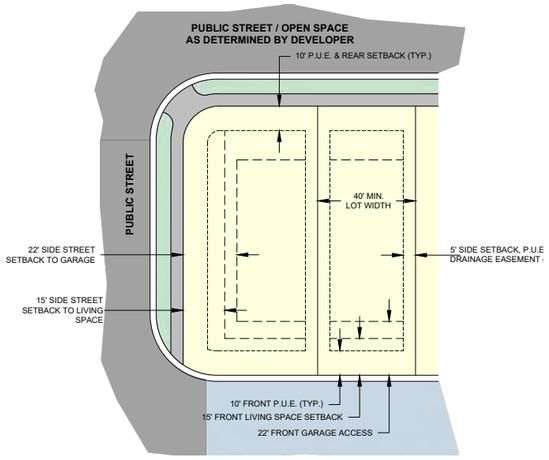
NOTE:

1. Build-to line has been established for front setback and orientation of house.
2. Build-to line to be a minimum of 22' to garage face or 15' to living space.

Cottage



Alley Load



MULTI-FAMILY TYPES

Multi-family homes are higher density residential units. Townhomes are built in a row with all units sharing a similar style. Garages may be built at the front or rear of the home. These townhomes are referred to as front-load or rear-load. Multi-family types also include apartment homes and condos, which are self-contained housing units that occupy only part of a building.

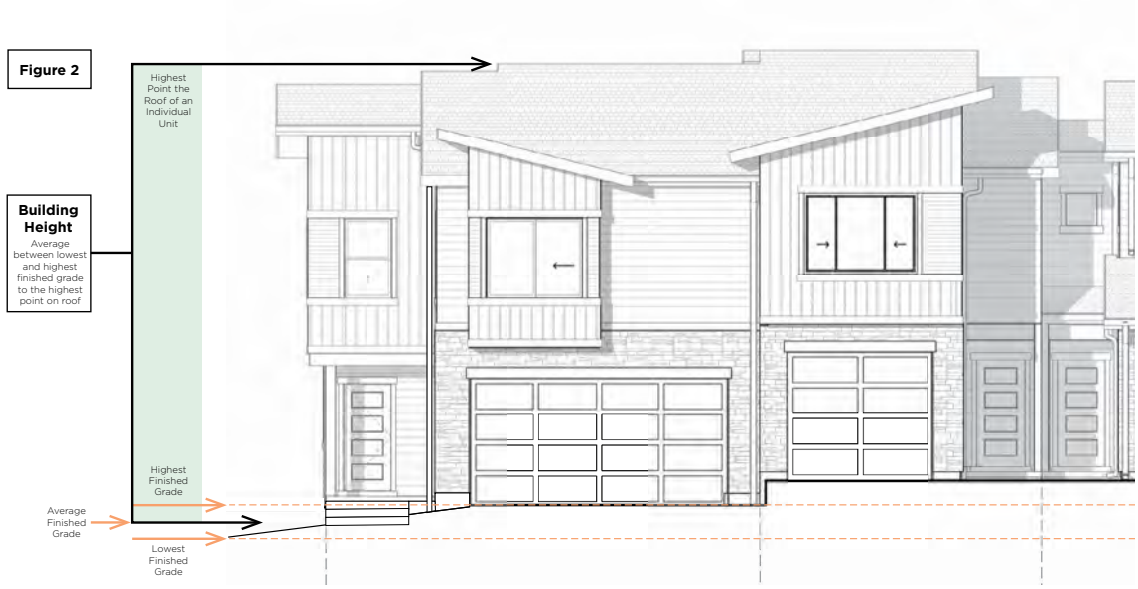
MULTI-FAMILY STANDARDS

MULTI-FAMILY*									
Type of Lot	**Front**	**Garage**	**Rear**	**Rear Building Spacing**	**Side**	**Side Building Spacing**	**Corner**	**Max. Building Height[1]**	**Max. Units Per Building**
Twin Home	15′	22′	10′	20′	5′/5′	10′	15′	35′	N/A
Front-Load Townhome	15′	22′	10′	20′	15′	15′	15′	40′	N/A
Rear-Load Townhome	10′	3′	3′	30′	15′	15′	15′	40′	N/A
Apartment / Condominium[2]	10′	5′	15′	30′	15′	15′	15′	55′[2]	48

* Upon a request by the Applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

Reference Note

1. Building height is measured from the average of the highest finished grade and the lowest finished grade across the front of each individual unit of the structure to the highest point of the unit's roof, excluding ancillary structures.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.

2. Multi-family buildings to be limited to four stories and 55' in height.

TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

Parking Standards

Parking requirements shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.75 stalls are required. For 2-bedroom homes, 2.5 parking stalls are required. For 3-bedroom homes, 3 parking stalls are required. For 4-bedroom homes and greater, 3.5 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.

Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Materials, specifications, and locations to be approved by the ARC. Limited common open space may be fenced.

Exterior Materials

Exterior materials are to be consistent with the architectural styling of the home. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with styling of the particular home. All materials and colors must be approved by the ARC.

Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

Building Size

Twin homes and townhomes shall consist of buildings between 1 and 12 units and shall not be greater than 200 feet in length. They share at least one structural component (e.g., concrete, pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and other PTOS platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for twin homes and townhomes.

PTOS

Twin homes and townhomes may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS

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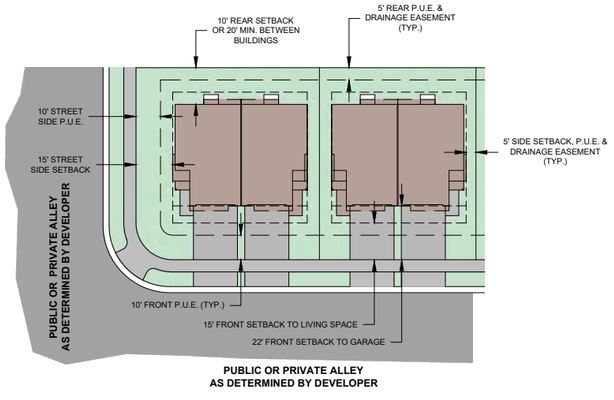
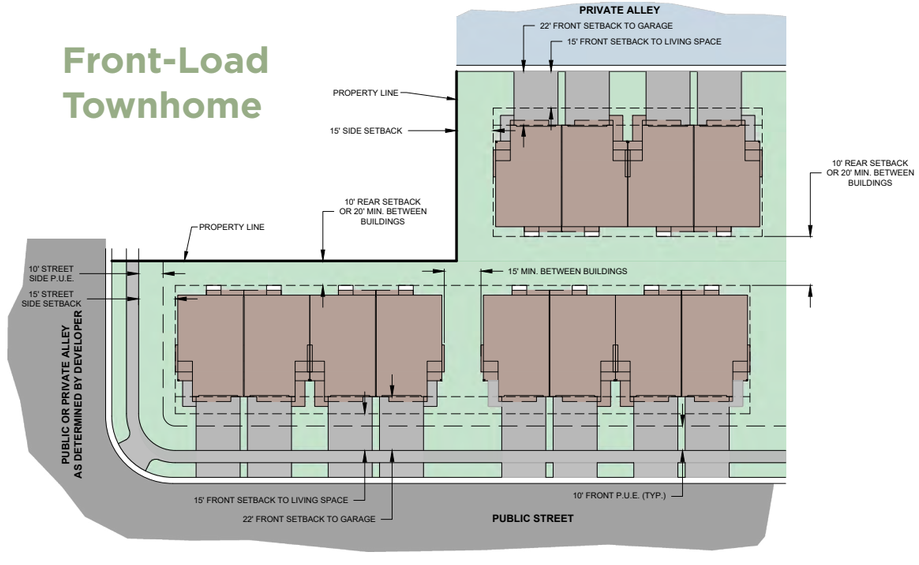
TWIN HOME & TOWNHOME SETBACK EXHIBIT

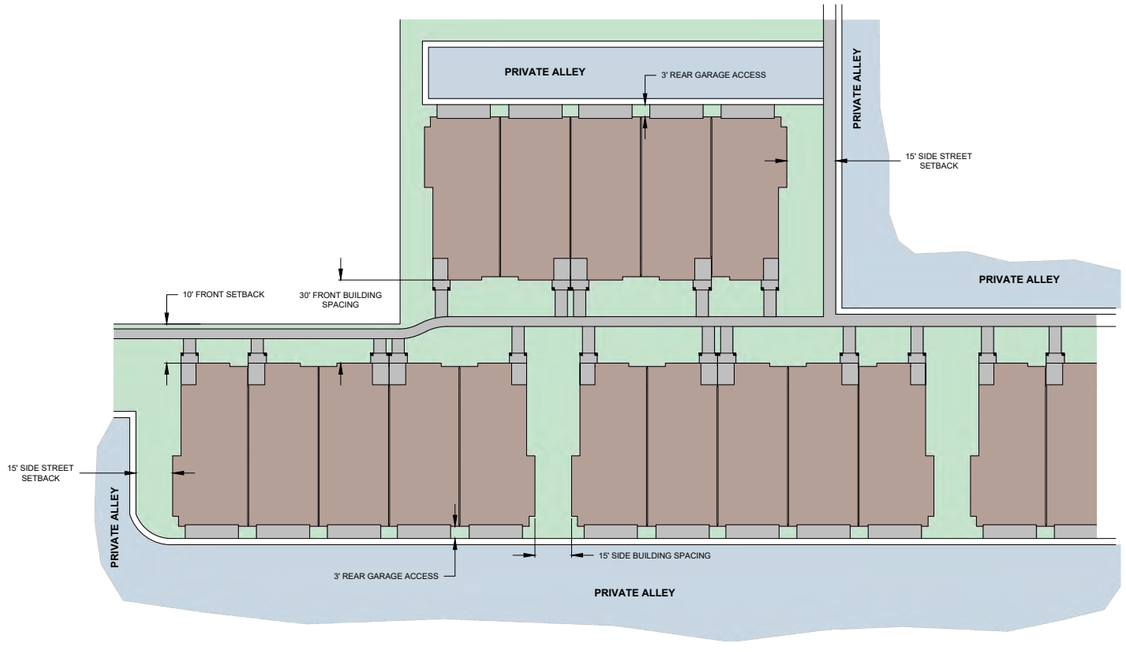
Twin Home

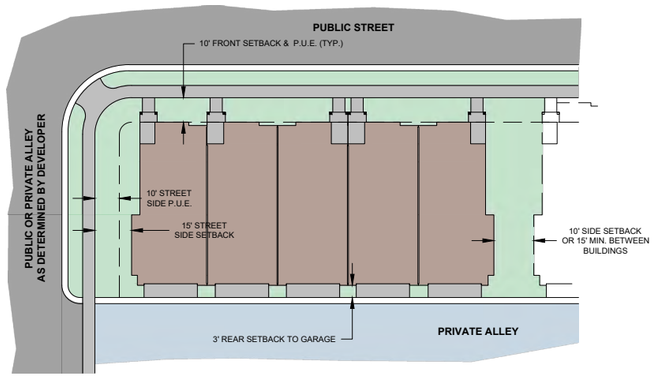


Front-Load Townhome



Rear-Load Townhome





APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback and parking requirements as determined in this community plan.

Parking Standards

Parking requirements for apartments and condominiums shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.5 stalls are required. For 2-bedroom homes, 2.25 parking stalls are required. For 3-bedroom homes, 2.75 parking stalls are required. For 4-bedroom homes and greater, 3.25 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot (covered or open), or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. For condominiums or apartments that are part of a mixed-use project, parking may be shared and the total number of shared parking spaces required for the mixed-use project may be reduced, at Master Developer's discretion, by up to 25% of the overall minimum parking requirement.

Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced.

Exterior Materials

Exterior Materials are to be consistent with the architectural styling of the building. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with the styling of the particular building. All materials and colors must be approved by the ARC.

Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

PTOS

Condominiums and Apartments may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

Apartment Pool

An apartment pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool.

EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS

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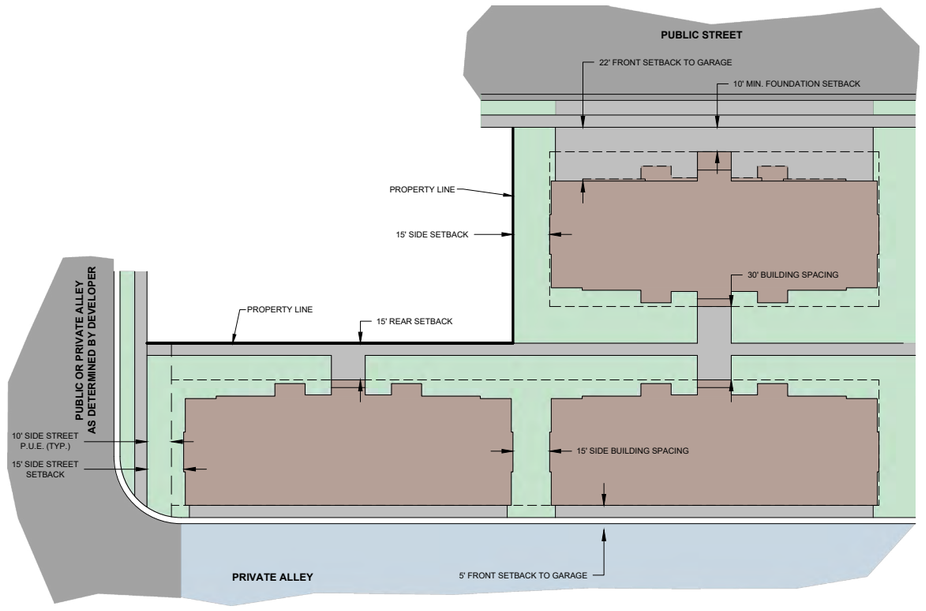
APARTMENT & CONDOMINIUM SETBACK EXHIBIT

Apartment & Condominium Building



EXAMPLES OF RESIDENTIAL HOUSING

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

Typical Craftsman Design

The Craftsman style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman-style home:

1. Lap siding, board and batten, and shake (shingle) exteriors
2. Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
3. Exposed rafter tails under eaves
4. Decorative corbels, braces, and beams
5. Window grids and window trim
6. Heavy, thick fascia
7. Large front porch
8. Porch supports (columns/pillars) are typically rectangular or tapered (not round) with masonry bases
9. Large roof overhangs (typically 18 to 24 inches)
10. Single-hung and double casement windows

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Typical Farmhouse Design

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures. Today, there is a growing interest in a simple, back-to-basics lifestyle. The new Farmhouse home design symbolizes that ideal. The following features identify a Farmhouse-style home:

1. Simple, single- or double-column porch supports
2. Simple, rectangular floor plan
3. Large, often wrap-around, porches
4. Window grids
5. Gable-style roofs (not hipped)
6. Large flat surfaces of board and batten on front elevation
7. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
8. Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
9. Dormers (gabled and shed dormers are appropriate)
10. Taller, more narrow windows
11. White/light exteriors are common, and modern versions are black/dark or have mixed light/dark exterior color palettes
12. Dark windows are common
13. Use of copper or other metal on small roof elements

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Typical Scandinavian Design

Scandinavian architecture includes traditional styles from Sweden, Norway, and Denmark. Typical designs focus on merging the structure with the surrounding environment, as well as integration of wood and natural materials, natural light, clean lines, neutral colors, etc. The overarching theme of Scandinavian architecture is minimalistic and simplistic design. The following features identify a Scandinavian style home:

1. Pitched roofs, oftentimes with no overhangs
2. Porch roofs may be flat
3. Dark casement windows with no trim or screens
4. Use of large windows and skylights to bring natural light indoors
5. Simple lines with no adornments
6. Use of natural colors and materials such as wood
7. Black, red, or yellow are often used to accent natural wood elements
8. Incorporation of functionality and comfort

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Typical Prairie Design

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space. The following features identify a Prairie-style home:

1. Roof pitches are typically 3/12-6/12
2. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
3. Large modern-style windows (typically without grids)
4. Overhanging eaves ranging from 18 to 24 inches
5. Horizontal, clean lines in the detailing
6. Lap siding with brick or stone details elements
7. Open floor plans
8. Wide, rectangular columns or pillars
9. Prominent low chimneys
10. Large, tall windows
11. Modern, glass panels in front door and garage
12. Wide front door (42 inches wide or larger)

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

Typical Utah Traditional Design

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a continuity from community to community. The following features identify a Utah Traditional style home:

1. Roof pitches of 6/12 and greater
2. A mix of hip and gable roof structures
3. Bay or boxed windows with shutters
4. Masonry (brick or stone)
5. Body materials such as lap siding, shingles, and board and batten
6. Gable returns
7. Arched windows, front entrances, and garage trim
8. Use of copper or other metals on small roof elements
9. Taller front door

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

Typical Modern Design

Modern design favors strong horizontal and vertical elements, as well as geometric shapes, to create a sense of simplicity. The aim of modern design is to simplify the home, emphasize function, and remove any unnecessary frills. In place of extra adornments, clean, simple lines and shapes create interest. The following features are common in a Modern-style home:

1. Expansive roofs with pitches that are often flat with no pitch or dramatically angled
2. Minimalist design with straight, clean, lines and sharp edges
3. Low, horizontal massing with flat roofs and long-span steel trusses
4. Generous use of glass and natural light
5. Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
6. Emphasis of rectangular forms and horizontal and vertical lines
7. Emphasis on open, flowing interior spaces
8. Wide front door

NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

SALES SIGNS

ON-PREMISE TEMPORARY COMMUNITY SIGNS

Temporary community signs may be installed as needed to direct traffic to builder model home(s) and/or sales trailers during the selling process. These temporary community signs are permitted within Firefly.

Temporary community signs may be installed along collectors, parkways, and minor/major arterials prior to and during active development or any form of development activity. The design and message may vary, but the purpose is to provide direction to and information about Firefly. Temporary community sign faces shall not exceed 200 square feet and height of sign shall not exceed 20 feet from grade. Temporary community signs shall be at least 200 feet from any other temporary sign. The ARC must approve the design prior to submitting a Development Application as appropriate.

BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

A model home is considered a sales facility until it is sold. Temporary signs used on builder property, as well as areas in front of a model home, spec home, or sales trailer are builder-provided signs, and are not required to be community branded. They identify who the builder is and what the builder is offering in Firefly. Builder signs may also advertise builder contact info, as well as the name of the model home, floor plan, and features found in the model home. Model signs must be approved by the ARC, and/or HOA if applicable, and are required to adhere to the following community standards:

1. Model and spec homes may not be permitted to advertise properties or units located in another subdivision or property located outside Firefly.
2. Each model home lot may include a 32 square feet sign, an 18 square feet sign, and up to three smaller informational signs that are 10 square feet or less.
3. Model and spec home signs must be removed within 30 days of when the last home is sold in Firefly or when the model home is sold.
4. Model and spec home signage must be approved by the ARC prior to Development Application.
5. Model and spec home and signage must comply with City's Vested Laws in every aspect not specifically identified herein.
6. Builders may install temporary builder signs anywhere in Firefly in compliance with the requirements of this section.
7. Builder may install a sign that is no larger than 10 square feet on each lot.

05 COMMERCIAL DEVELOPMENT STANDARDS

COMMERCIAL STANDARDS

Specific commercial uses are listed in the Permitted and Conditional Use table on pages 5-04 to 5-11. Commercial standards for IPA, CPA, and NPA areas are as follows:

BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

The IPA has been established to create an attractive development that provides opportunities for employment and tax base for Eagle Mountain City. This Area is characterized by flat, open land particularly suited for business park and industrial uses. Representative of the uses within this area are business park; technology-oriented business; manufacturing; fabrication and processing; storage warehousing; wholesale distribution; fulfillment centers; service provider offices, yards, and retail space; and flex space. Area subdivisions and dwellings on small lots, along with other uses which tend to thwart or prevent the use of the land for its primary purposes, have been excluded from this area. The following exceptions to City's Vested Laws shall apply in the IPA.

Exceptions to City's Vested Laws

Lot Area: No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

Lot Width: No minimum lot width.

COMMERCIAL WITHIN NPA AREAS

Commercial uses are permitted or conditional as set forth in the uses table on pages 5-04 to 5-11. Vertical and horizontal forms of mixed uses are also permitted or conditional so long as the commercial components of the proposed development are listed in the uses table. The following exceptions to City's Vested Laws shall apply in the NPA.

Exceptions to City's Vested Laws

Lot Area: No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

Lot Width: No minimum lot width.

Building Height: Maximum height of 55 feet.

Building Size: No minimum or maximum requirement.

Building Materials: Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

COMMERCIAL PLANNING AREAS (CPA)

The areas covered by CPAs are intended to be central retail, service, professional office, high-density apartments, and vertical or horizontal mixed-use centers. For this reason, the areas have been located in high traffic parts of the project where the street pattern makes the uses readily accessible to all parts of the community and the surrounding region. The areas are intended to provide for a variety of community activities. The CPAs are characterized by clean, well lit streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well maintained shops, stores, offices, theater, and cultural buildings, as well as high-density multi-family residential dwellings, are also characteristic of these areas. Representative of the uses in these areas are special retail, lodging, apartment housing, professional offices, theaters, restaurants, and a wide variety of retail outlets. The following exceptions to City's Vested Laws shall apply in the CPA.

Exceptions to City's Vested Laws

Lot Area: There shall be no minimum lot area requirements for commercial lots used for a commercial use permitted in the area. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot area requirements shall be the same as for dwellings, except that no lot area requirements shall apply when the dwellings are mixed use (located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the area).

Lot Width: There shall be no minimum lot width requirements for commercial lots used for a commercial use permitted in the area.

Building Height: The maximum height of any building with a commercial use shall be 75 feet except buildings arranged, intended, or designed exclusively for residential use, the maximum height requirement shall be the same as for multi-family dwellings.

Building Size: No requirements.

Building Materials: Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS

NOTE:
These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.

PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

The following table lists the permitted (P) and conditional (C) commercial uses for CPA, IPA, and NPA areas located in Firefly. Uses that are listed as "C" (conditional) will follow the Conditional Use application procedures and approval standards found in the City's Vested Laws.

USE	CPA	IPA	NPA	DEFINITION
Accessory Dwelling Unit (ADU)			C/P[1]	Accessory Dwelling Unit (ADU) is an independent habitable living unit, with a kitchen, bath facilities, and its own entryway, which is (1) within or attached to an owner-occupied single-family residential dwelling, or (2) within a separate detached accessory structure, or above a detached garage, on a single-family lot. Does not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels.
Agricultural Sales and Service	P	P		Agricultural Sales And Service is an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses which are used for wholesale and/or retail purposes.
Animal Care Service			C/P[1]	Animal Care Service means a commercial or nonprofit facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Typical uses do not include kennels, short-term pet sitting, or hobby breeding.
Animals and Fowl			C/P[1]	Animals and Fowl for recreation and family food production means large animals including horses, mules/donkeys, cattle, llamas, and ostriches and small animals including roping steers, goats, sheep, hogs, and pigs. Up to 1 large animal, 1 small animal, and 4 chickens allowed per 5,000 square feet (minimum lot size of 21,780 square feet).
Asphalt and Concrete Production		P		Asphalt and Concrete Production means the production of asphalt and/or concrete in one or more plants, including, but not limited to, batch plants, together with the excavation and storage of rock, sand, gravel, and other materials used in the production of asphalt and/or concrete. This term shall include the presence and operation of rock crushers, screens, shredders and other earth and plant sorting, moving, processing, and grading equipment and buildings, facilities and storage yards used to mix asphalt and concrete products.
Assisted Living Facility	P		C/P[1]	Assisted Living Facility means a residential facility, licensed by the state of Utah, with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services and who have a service plan based on the assessment, which may include: specified services of intermittent nursing care; administration of medication; and support services promoting residents' independence and self-sufficiency. An assisted living facility does not include a residential facility for persons with a disability or an adult day care provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability.
Auction (Except Animals)	P			Auction is any sale where tangible goods, wares, or merchandise is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.
Auto Service, Major	P	P		Auto Service, Major means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including paint, body and fender, and major engine and engine part overhaul, provided it is conducted within a completely enclosed building.
Auto Service, Minor	P	P		Auto Service, Minor means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune-ups and transmission work, provided it is conducted within a completely enclosed building.

USE	CPA	IPA	NPA	DEFINITION
Automobile Gas Station	P	P	C/P[1]	Automobile Gas Station means an establishment for the retail sale of automotive fuels and lubricants and at which no vehicle repair or maintenance service is offered. Such an establishment may offer for retail sale other convenience items such as food and may also include a car wash.
Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental	P	P		Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include non-serviceable or junk vehicles or equipment.
Bank	P	P	C/P[1]	Bank means a business principally involved in the lending, borrowing, exchanging, issuing, or safeguarding of money, under charter from an agency of the state of Utah or the United States.
Bar or Tavern	P	P	C/P[1]	Bar or Tavern means a business principally involved in the sale of alcoholic beverages under license from the city and the state of Utah.
Bed and Breakfast Facility	P		C/P[1]	Bed and Breakfast Facility means a limited commercial activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodations, limited food services, parking facilities and open space in a natural setting.
Car Wash	P	P	C/P[1]	Car Wash means a facility engaged in cleaning or detailing motor vehicles, including cars, passenger trucks, and recreational vehicles, whether self-service, automatic or by hand. A car wash may be an accessory use to an automobile gas station or convenience store, or it may be a principal use on the lot.
Commercial Food Preparation	P	P		Commercial Food Preparation is a facility in which food is processed or otherwise prepared, primarily for off-site consumption and/or sales. Facilities may be shared among various food processors, producers, or preparers. Uses may include but are not limited to: commissary kitchen and catering.
Communication Facility	P	P		Communication Facility means a tower or structure used for transmitting a broadcast signal or for receiving a broadcast signal (or other signal) for retransmission.
Construction Sales and Service	P	P		Construction Sales and Service is an establishment engaged in retail or wholesale sale of materials and services used in construction of buildings or other structures, as well as outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumber yards, home improvement centers, lawn and garden supply stores, construction equipment sales and rental, air conditioning, electrical, plumbing, and heating supply stores, swimming pool sales, construction and trade contractors' offices and storage yards, and public utility corporation storage yards.
Convenience Store	P	P	C/P[1]	Convenience Store is an establishment, not exceeding five thousand (5,000) square feet of gross floor area, serving a limited market area and engaged in the retail sale or rental, from the premises, of food, beverages and other frequently or recurrently needed items for household use, excluding gasoline sales.
Data Center	P[2]	P		Data Center meaning electronic data management businesses, centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.
Day Care Center, Adult	P	P	C/P[1]	Day Care Center, Adult means a non-medical facility for the daytime care of adults who, due to advanced age, disability or impairment, require assistance and/or supervision during the day.
Day Care Center, Child, Large	P	P	C/P[1]	Day Care Center, Child, Large means an establishment providing care and maintenance to 50 or more children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.

USE	CPA	IPA	NPA	DEFINITION
Day Care Center, Child, Small	P	P	C/P[1]	Day Care Center, Child, Small means an establishment providing care and maintenance to more than 12, but fewer than 50, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.
Day Care Establishment, Family, Child	P		C/P[1]	Day Care Establishment, Family, Child means an establishment providing care and maintenance to four or more, but fewer than 12, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services to be provided within a single-family residence.
Electronic Sales and Repair	P	P		Electronic Sales and Repair means a retail establishment that deals in the sale and repair of electronics.
Flea Market (Indoor)	P	P		Flea Market (Indoor) is a building devoted to the indoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.
Flea Market (Outdoor)	P	P		Flea Market (Outdoor) is an outdoor area devoted to the periodic outdoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.
Funeral Home	P		C/P[1]	Funeral Home is an establishment engaged in preparation of funeral services. Uses may include the preparation of the deceased for burial, for the display of the deceased and/or for ceremonies or services related thereto. A funeral home may include facilities for embalming, but not for cremation. It may also include facilities for the storage of caskets, funeral supplies, and funeral vehicles. A funeral home may also be known as a funeral parlor or a mortuary.
Garden Center	P	P	C/P[1]	Garden Center means an establishment for the growing, cultivation, storage, or sale of plants, flowers, trees, shrubs, garden plants, bushes, landscaping materials, or similar plantings, including materials, tools, implements, equipment, and packaged substances for the maintenance and care of such plantings intended for ornamental, garden, or landscaping purposes. Typical uses include greenhouses, plant and tree nursery, permanent tree lots, and garden supply stores. Typical uses do not include sod farms, storage sites for landscaping materials or cannabis production facilities.
Government Service	P	P	C/P[1]	Government Service is any building or facility used, owned, or operated by a government entity which provides services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.
Grain Elevator		P		Grain Elevator is a storage area or structure where grain products are temporarily stored for transfer to trucks, train cars, or other forms of transportation.
Heliport		P		Heliport is a landing area solely for the landing of helicopters. A heliport may include more than one helipad.
Hometel	P			Hometel is a building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis.
Hospital	P	P		Hospital is a facility that: A. Offers services more intensive than those required for room, board, personal services and general nursing care; B. Offers facilities and beds for use beyond twenty four (24) hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; or C. Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include accessory uses, such as offices for medical and dental personnel, daycare facilities for employees, patients, or patient visitors, and central service facilities, such as pharmacies, medical laboratories, and other related uses.

USE	CPA	IPA	NPA	DEFINITION
Hotel or Motel	P	P		Hotel or Motel means a building or group of buildings containing individual sleeping units designed and used primarily for the accommodation of short-term guests, and with automobile parking or storage available. This definition includes restaurant, food service and group meeting facilities.
Indoor Shooting Range	P	P		Indoor Shooting Range means a target range used for shooting, or for any other use involving the discharge of handguns, rifles, shotguns, or archery bows, which is open to the general public upon payment of a fee and which is located within the confines of a building.
Kennel	P	P		Kennel is an establishment having three (3) or more dogs of any age for the purpose of boarding, letting for hire, or training for profit.
Laboratory, Medical Related	P	P		Laboratory, Medical Related is an establishment that performs research and analysis of medical tests and biologic samples collected for the purpose of medical diagnosis. A medical related laboratory is not a bio-medical facility.
Liquor Store	P	P		Liquor Store is a State store, owned and operated by the State of Utah, as defined and regulated under Utah Code Annotated title 32B, or its successor, for the sale of alcoholic beverages for off premises consumption.
Manufactured Home or Dwelling			C/P[1]	Manufactured Home or Dwelling means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act (4 USC 5401), the International Building Code or the International Residential Code. Mobile homes, travel trailers, houses mounted on self-propelled or drawn vehicles, shipping containers and tents or other forms of temporary housing or portable housing are not included within this definition.
Manufacturing, Heavy		P		Manufacturing, Heavy means the assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than average effects on the environment, or that ordinarily have significant effects on the use and enjoyment of adjacent property through noise, dust, smoke, fumes, odors, glare or health or safety hazards or that otherwise do not constitute "light manufacturing." This term includes processing and fabrication of large or bulky products, products made from raw or extracted materials, or products involving flammable or explosive materials and processes which require land area for fabrication or storage of products. This term shall include refineries and chemical manufacturing.
Manufacturing, Light	P	P		Manufacturing, Light means the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create noise, dust, smoke, fumes, odors, glare or health or safety hazards outside of the building or lot where such activities take place, where such uses are housed entirely within a building or where the area occupied by outdoor storage of goods and materials used in such processes does not exceed 25 percent of the floor area of all buildings on the property. Light manufacturing generally includes processing and fabrication of finished products, predominantly from previously prepared materials. This term shall include uses such as electronic equipment production and printing plants.
Medical and Health Care Offices	P	P	C/P[1]	Medical and Health Care Offices means offices or clinics which provide services for the prevention, treatment and care of illness or injury; medical, dental and chiropractic offices; offices devoted to the healing arts such as licensed, accredited massage therapists; licensed physical therapists; and psychotherapists; and which may include a pharmacy, drug store or laboratory intended to serve patients of the medical or dental professions as an accessory use.
Mixed Use	P		C/P[1]	Mixed Use means a type of development containing both residential dwelling units and other uses, such as commercial or office uses, on the same or adjacent portions of the project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are in different buildings but that share common features such as parking).
Modular Unit			C/P[1]	Modular Unit is a structure built from sections manufactured in accordance with the construction standards adopted pursuant to Utah Code Annotated title 15A, and transported to a building site, the purpose of which is for human habitation, occupancy or use.

USE	CPA	IPA	NPA	DEFINITION
Moving and Storage Facilities and Businesses		P		Moving and Storage Facilities and Businesses means a facility or business engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the parking of moving vehicles.
Multi-family Dwelling	P		P	Multi-family Dwelling means housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multi-family dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multi-family dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental.
Museum	P		C/P[1]	Museum means an institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.
Office Use	P	P	C/P[1]	Office Use means a type of business use, which may or may not offer services to the public, that is engaged in the processing, manipulation or application of business information or professional expertise. An office use is not materially involved in fabrication, assembly or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. Examples include accounting, investment services, architecture, engineering, legal services and real estate services.
Office/Warehouse	P	P		Office/Warehouse is a facility of single or multiple buildings or units where at least twenty-five percent (25%) of each building or unit is built as office space or showroom with the remainder of the building or unit built as storage or warehouse space. Such facility typically has garage bays to service the warehouse component.
Open-Air Businesses	P	P		Open-Air Businesses is any business which sells, primarily at retail, certain goods, products or merchandise which are displayed or otherwise merchandised outside an enclosed building, including but not limited to fresh fruits, fresh vegetables, flowers, landscape nurseries, home garden supplies and equipment, auto sales, parking lot sales, camper sales, recreational vehicles, arts, crafts, and playground equipment.
Outdoor Storage	P	P		Outdoor Storage means the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to the public.
Park, Community	P	P	C/P[1]	Park, Community means one that is typically intended to serve a specific segment of the community and is generally medium-sized. Park improvements are generally intended to provide a full range of passive and active recreational events. However, extensive lighting or parking will not be utilized in these parks.
Park, Neighborhood	P	P	C/P[1]	Park, Neighborhood is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.
Park, Regional	P	P	C/P[1]	Park, Regional is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the population.
Parking Lot	P	P	C/P[1]	Parking Lot is an open area other than a street, alley, or driveway, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation or as an accommodation for clients or customers.
Pawnshop	P			Pawnshop is any person or establishment engaged in any of the following: A. Lending money on deposit of personal property. B. Dealing in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledgor or depositor. C. Lending or advancing of money on personal property by taking chattel mortgage security thereon and taking or receiving possession of such personal property. D. Selling unredeemed pledged personal property, together with such new merchandise, as will facilitate the sale of such property.

USE	CPA	IPA	NPA	DEFINITION
Pet Sales	P		C/P[1]	Pet Sales is any establishment wherein dogs, cats, small household pets such as birds, fish, and reptiles, or other household pets of any age are kept or displayed for the purposes of retail sales. This definition does not include kennel; cattery; animals for sale by an animal breeder; or the sales of small household pets that may be associated with another allowed use. Pet sales does not include animal adoptions from a city or county animal shelter, animal control agency, or a non-profit animal welfare organization incorporated within the State of Utah for the purpose of preventing cruelty to animals, or by any properly authorized establishment used for the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats or other small domestic animals.
Printing and Copying, Limited	P	P	C/P[1]	Printing and Copying, Limited is a business establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.
Private and Public Schools	P		C/P[1]	Private and Public Schools means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.
Recreation and Entertainment, Indoor	P		C/P[1]	Recreation and Entertainment, Indoor is an establishment providing recreation and entertainment that is wholly enclosed in a building. Typical uses include amusement rides, athletic and fitness facilities, bowling alleys, dance halls, indoor theaters, pool halls, racquetball and handball courts, and swimming pools.
Recreation and Entertainment, Outdoor	P			Recreation and Entertainment, Outdoor is an establishment providing recreation and entertainment which takes place in the open. Typical uses include archery ranges, batting cages, campgrounds, golf courses, golf driving ranges, drive-in theaters, miniature golf courses, rodeo grounds, tennis courts, and amusement rides.
Recreational Vehicle Storage Yard	P	P	C/P[1]	Recreational Vehicle Storage Yard is a fenced area for storage of recreational vehicles.
Recycling Center, Indoor		P		Recycling Center, Indoor is a building in which recyclable material is collected, processed, and/or baled entirely within an enclosed building. Said facility may also be used to prepare and ship materials to others who will use those materials to manufacture new products. On site drop off containers shall be located a minimum of thirty (30) feet back from the right of way line and shall be screened to mitigate blowing debris.
Recycling Collection Station	P	P	C/P[1]	Recycling Collection Station is one or more outdoor freestanding containers available to the general public occupying an area not greater than four hundred (400) square feet, exclusive of area required for vehicular access, and designed to receive and store recyclable materials.
Religious or Cultural Meeting Hall	P		C/P[1]	Religious or Cultural Meeting Hall means a building or buildings owned or maintained by organized religious organizations and nonprofit associations for social, civil or philanthropic purposes, or as a place of worship. Uses also include public nonprofit displays of art, historic or cultural artifacts or other inanimate exhibits, a building used as a lending library or reading room, seminaries (associated with schools), monasteries and convents. This definition shall not include tents or temporary structures.
Research Service		P		Research Service is an establishment engaged in industrial, medical, or scientific inquiries.
Residential Dwelling Unit			P	Residential Dwelling Unit ("RDU") means a single unit intended to be occupied for a residential living purpose.
Residential Facility for Persons with a Disability	P		C/P[1]	Residential Facility for Persons with a Disability means a residence in which more than one person with a disability resides and which is licensed or certified by: the Utah Department of Human Services under Utah Code Annotated Title 62A, Chapter 2, Licensure of Programs and Facilities; or the Utah Department of Health under Utah Code Annotated Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.
Restaurant	P	P	C/P[1]	Restaurant means a building, property, or location where the primary purpose is to serve as an eating establishment with facilities in which food is prepared for either on- or off-site consumption. This definition also includes specialty food stores, such as ice cream parlors or delicatessens.

USE	CPA	IPA	NPA	DEFINITION
Retail Goods Establishment	P	P	C/P[1]	Retail Goods Establishment means a building, property, or activity, the principal use or purpose of which is the sale of physical goods, products, or merchandise directly to the consumer.
Retail Services Establishment	P	P	C/P[1]	Retail Services Establishment means a building, property, or activity where the principal use or purpose is the provision of personal services directly to the consumer. This term shall include barber shops, beauty parlors, laundry and dry cleaning establishments (with off-plant premises), tailoring shops, shoe repair shops, and the like.
Retail, General	P	P	C/P[1]	Retail, General is an establishment that rents or sells goods to the public but excluding uses specifically classified in another definition herein. Typical uses include apparel stores, antique shops, art and hobby supply stores, bicycle shops, bookstores, clothing rental stores, department stores, discount stores, drugstores, electronic appliance stores, florists, food stores, furniture and appliance stores, gift and novelty shops, glass and mirror shops, hardware stores, home improvement centers, jewelry stores, medical supply stores, music stores, optical retail sales, paint stores, pet supplies stores, photocopying and blueprinting shops, photography supply stores, record, tape and video stores, sporting goods stores, toy stores and variety stores.
Rock, Sand and Gravel Storage and Distribution (As Part of Development)	P	P	C/P[1]	Rock, Sand and Gravel Storage and Distribution is the outdoor storage and sale of rock, sand and gravel in bulk quantities and the storage on site of necessary loading equipment, facilities and vehicles.
Short Term Rental	P		C/P[1]	Short Term Rental is a lease or rental of a dwelling unit, or any portion thereof located within agricultural or residential zones for lodging or accommodation purposes for a period of less than thirty (30) consecutive days.
Sign, Painting, Fabrication	P	P		Sign, Painting, Fabrication is a facility and/or service that specializes in the fabrication of all types of interior and exterior signage and offers services including painting, printing, sandblasting, routing, engraving and/or sign installation.
Stables	P		C/P[1]	Stables means a building in which horses are sheltered, which may be accessory to a resident or other use or a freestanding principal use.
Store, Warehouse Club	P			Store, Warehouse Club is a retail business requiring patron membership, and selling packaged and bulk foods and general merchandise. They are characterized by high volume and a restricted line of popular merchandise in a no frills environment. They have centralized exit checkout stations, and utilize shopping carts for customers. These stores typically range from one hundred twenty thousand (120,000) to one hundred fifty thousand (150,000) square feet in size.
Tattoo and Body Engraving Service	P			Tattoo and Body Engraving Service is a personal service establishment furnishing tattoos and body piercing on the premises. This definition excludes permanent cosmetics when done in association with a permitted personal care service, such as a beauty shop or nail salon.
Trade/Vocational School	P	P		Trade/Vocational School is an establishment, for profit or not, conducting a course of instruction, training, or retraining to prepare individuals to follow an occupation or trade offering regularly scheduled instruction in technical, commercial or trade skills, such as, but not limited to, business, real estate, building and construction trades, electronics, computer programming and technology, automotive and aircraft mechanics and technology, and similar types of instruction.
Travel Center	P	P		Travel Center means a place for the transient stopping, parking, and fueling of commercial trucks. Travel Centers may also include facilities for eating, sleeping and recreation of the truck drivers, convenience stores; and may also serve the general public and their vehicles.
Truck Freight Terminal		P		Truck Freight Terminal is a premises used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.

USE	CPA	IPA	NPA	DEFINITION
Utility, Major		P		Utility, Major is a facility of any entity which provides the general public with electricity, natural gas, sewage collection, telecommunication, water, or other similar service. This term excludes wireless telecommunication facilities, storage buildings or yards, gas or oil processing, and manufacturing facilities. Typical uses include electric generation plants, water storage reservoirs, and water and wastewater treatment plants.
Warehouse		P		Warehouse is a structure, or part thereof, or area used principally for the storage of goods and merchandise.
Warehouse, Self Service Storage	P	P		Warehouse, Self-Service Storage is an enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.
Welding Shop		P		Welding Shop is a business in which metal is joined, united, repaired, produced, or created by heating and allowing the parts to flow together, or by hammering or compressing with or without previous heating.
Wholesale, Distribution		P		Wholesale Distribution is a business that maintains an inventory of materials, supplies and goods related to one or more industries and sells bulk quantities of materials, supplies and goods from its inventory to companies within the industry. A wholesale distributor is not a retail goods establishment.
Woodworking Mill		P		Woodworking Mill is a facility where timber is processed to produce wood products.

1 Permitted in NPAs 9 and 12. Conditional in all other NPAs.
2 Permitted in CPA 3

CONTINUING USE RESTRICTION

Once a final plat for a residential use is recorded there will be a plat note providing that the residential use cannot be modified except by a plat amendment.

COMMERCIAL/BUSINESS PARK SIGNS

All signs within the Firefly boundaries are considered on-premise signs. Monument sign design will be detailed at Development Application. Pylon, pedestal, and wall signs consisting of letters and cabinets indicating the business, commodities, service, industry, or other activity sold, offered, or conducted on the premises are permitted in NPA, IPA, and CPA areas in accordance with the following criteria:

MONUMENT SIGNS IN COMMERCIAL AREAS

Commercial developments with multiple businesses shall be permitted to construct monument signs. The ARC must approve the design and locations prior to submitting a Development Application, as appropriate.

PYLON & PEDESTAL SIGNS

1. One detached on-premise sign is permitted for each developed parcel not exceeding one-and-a--half square feet of sign area for each linear foot of street frontage.
2. No sign face may exceed a total sign area of 200 square feet per side with a maximum of two sides. Electronic message centers may be incorporated into the sign, but are only allowed along arterial and major collectors.
3. If a developed parcel has in excess of 200 linear feet of street frontage, additional signs may be allowed, provided the distance between detached signs on each parcel is not less than 200 feet as measured in a straight line.
4. The maximum sign height is 35 feet above pavement grade or ground level. On properties adjacent to freeways, where the sign is freeway oriented, maximum sign height may be determined from highway grade.
5. The minimum sign clearance from grade to the bottom of the sign is eight feet.
6. Minimum sign setback from all property lines is two feet.
7. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

WALL SIGNS

1. A single-story building or unit is permitted one primary wall sign. A multiple story building is permitted to have multiple primary wall signs. Additionally, one wall sign is allowed per tenant space.
2. Primary wall signs shall not exceed ten percent (10%) of the facade on which the sign is mounted, or 96 square feet, whichever is less.
3. Each primary wall sign for single-story buildings shall maintain a minimum height of 8 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary wall sign for multiple-story buildings shall be no lower than the bottom of the top floor of the building.
4. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

06 TRANSPORTATION

ROADWAY FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide transportation service to the area. These guidelines and requirements set forth herein are based upon the current property and do not account for any additional property that may be added to Firefly. It is intended that this document be the basis for planning infrastructure. The information included will be a guide for development of the roadway facilities in serving both current and future needs. The document will focus primarily on infrastructure located within Firefly.

The specific objectives of the document include:

1. Identifying existing transportation corridors and roads within Firefly to be built by Master Developer
2. Identifying typical standards for the design of the roadway and pavement sections
3. Providing direction for the planning of future facilities throughout Firefly

Existing Transportation Corridors & Improvements

To develop the Tyson Food site, Master Developer was required to construct the following roadways within the boundary of City:

Firefly Boulevard – Firefly Blvd has been identified as the major arterial corridor transecting Firefly. From SR-73 east to Tiffany Lane, the right-of-way has been classified as 152 feet with five lanes. Construction to date has included improvements of SR-73 and a 2-lane roadway to Tyson Parkway. UDOT approved the intersection with SR-73. Pavement section determination was provided by a Geotechnical Engineer and approved by the City Engineer. The remainder of the 2-lane roadway, from Tyson Parkway to Tiffany Lane, was completed in December 2020.

4000 North – 4000 North has been identified as a major collector corridor from SR-73 to Eagle Mountain Boulevard. The road has long been a County maintained gravel road. UDOT has approved improvements of 4000 North at SR-73. The right-of-way has been classified as 94 feet with three lanes through the boundaries of the City. Curb, gutter, and trail were constructed along Tyson Food's frontage. Pavement within City extends 600 feet to the east of Tyson Parkway. The remainder of the western portion of the roadway is within Cedar Fort. City shall not require Master Developer to design or construct any portion of 4000 North that is not within Firefly.

Tyson Parkway – Tyson Parkway has been identified as a minor collector corridor from 4000 North to Firefly Blvd. The right-of-way has been classified as 77 feet. As an industrial land use corridor, the road section was approved to be modified. The section includes only a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.

Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

1. Design and construct all streets within Firefly to a minimum level of service "D."
2. Utilize the Street Sections contained herein that provide standards for each road way classification.
3. Obtain a Geotechnical Report as needed for the design of pavement sections when asphalt depths are greater than 3 inches.

These service and design requirements are based upon projected land uses and number of residential units within Firefly. Master Developer has certain discretion to adjust the final number of units, location of units, and types of units as well as layout of approved land uses within Firefly. Those final details may be different than the current projections upon which the existing Firefly road layout is based. Accordingly, Master Developer may, in its discretion, install any of the approved Street Sections within Firefly so long as the proposed Street Section supplies a level of service equal to or greater than "D" when taking into account the effects of the development proposed in a "Development Application." Additionally, narrowed intersections and roundabouts may be used to safely control vehicular traffic, pedestrians, and bicyclists.

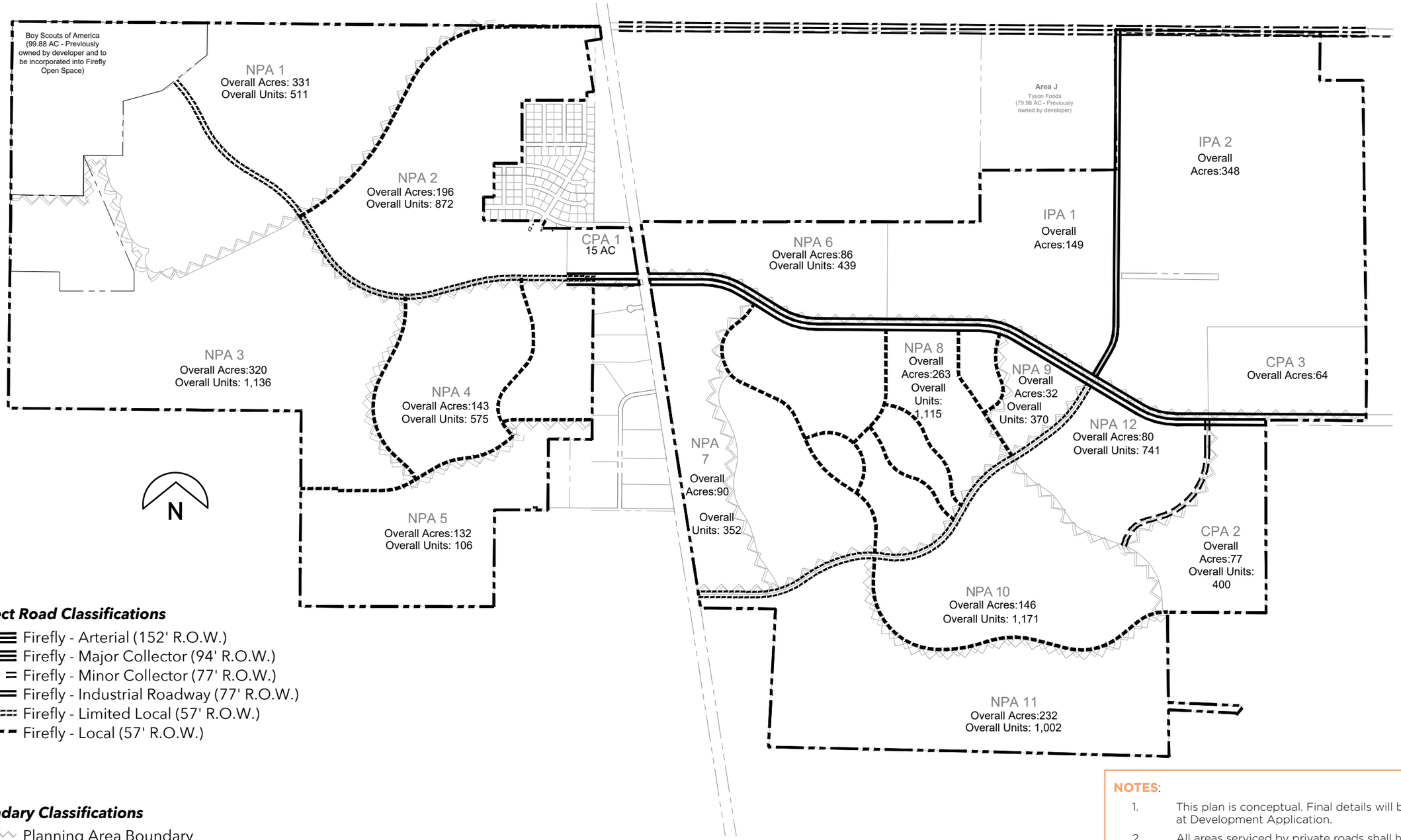
Future City Transportation Corridors

Utilizing the updated Land Use Master Plan, future key corridors have been identified for appropriate traffic flow within Firefly. Multiple points of ingress and egress have been planned throughout the overall development. A third connection to SR-73 is planned on the southern border of Firefly. As more development occurs, the existing roads may be widened and improved to maintain the required level of service "D."

Industrial Zone Area Road Standards

Within the Industrial Zone areas, the 55' and 77' industrial Street Sections will be used which include a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.

ROADWAY EXHIBIT



Project Road Classifications

- Firefly - Arterial (152' R.O.W.)
- Firefly - Major Collector (94' R.O.W.)
- Firefly - Minor Collector (77' R.O.W.)
- Firefly - Industrial Roadway (77' R.O.W.)
- Firefly - Limited Local (57' R.O.W.)
- Firefly - Local (57' R.O.W.)

Boundary Classifications

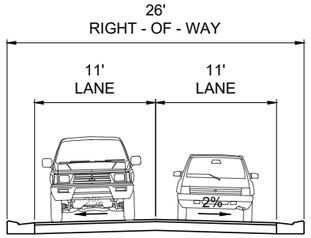
- Planning Area Boundary
- Property Boundary

NOTES:

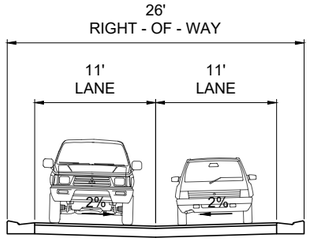
1. This plan is conceptual. Final details will be determined at Development Application.
2. All areas serviced by private roads shall have a separate pedestrian pathway plan included with the Development Application.
3. Neighborhood/district acreages are approximate.

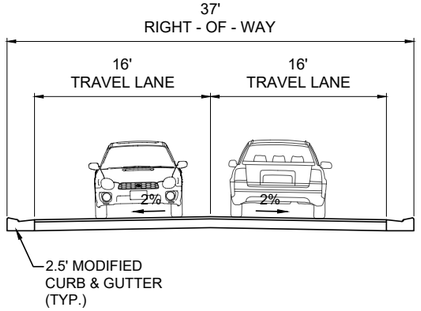
STREET SECTIONS

NOTE: Public/private determined by Master Developer.

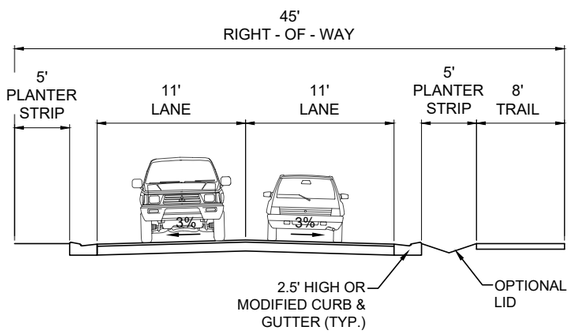


1 **26' PRIVATE ALLEY SECTIONS**

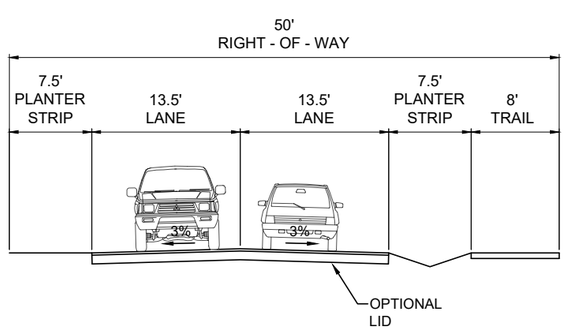




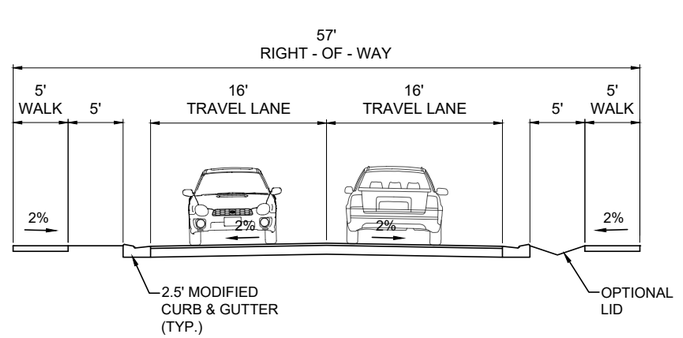
2 **37' SUB-LOCAL SECTION** (MULTI-FAMILY & LOCAL TO LOCAL CONNECTION)



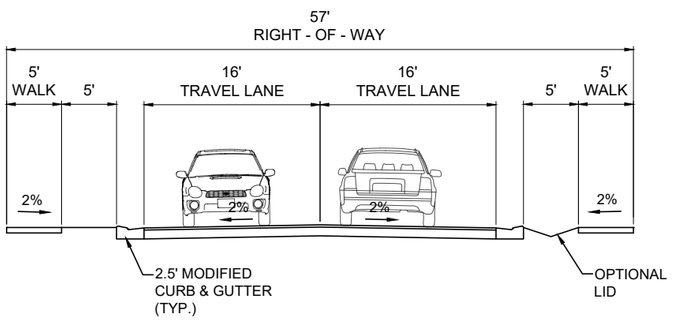
3 **45' RURAL SECTION (NPA-5)**



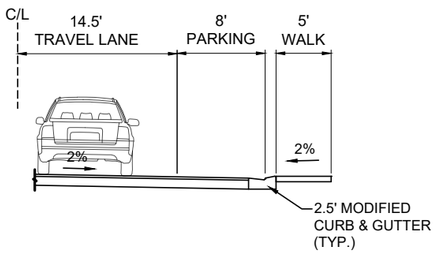
3A **50' RURAL SECTION (NPA-5)**



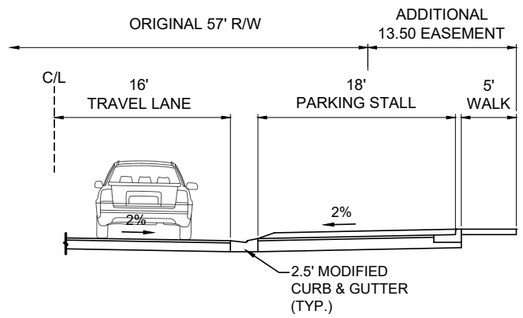
4 **57' LOCAL SECTION (FRONTAGES GREATER THAN 80')**



4A **57' LOCAL SECTION (FRONTAGES 40' - 80')**



OPTIONAL PARALLEL PARKING
ONE SIDE ONLY



OPTIONAL PERPENDICULAR PARKING

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POLE CANYON
EAGLE MOUNTAIN, UTAH

STREET SECTIONS

REVISIONS
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2 -
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5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET 1

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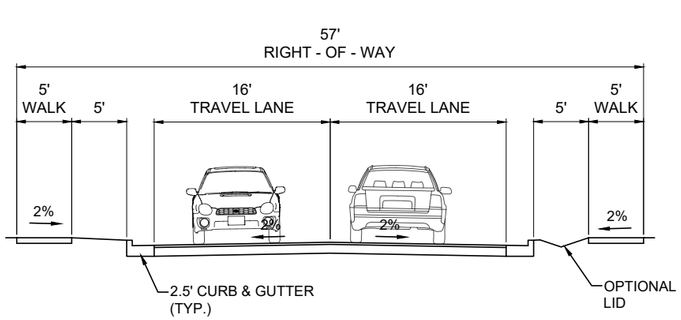
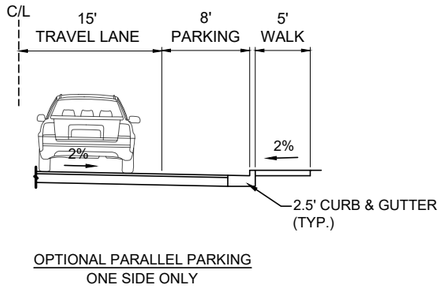
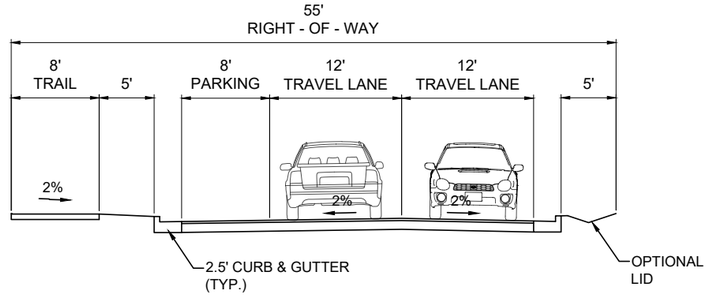
NOTE: Public/private determined by Master Developer.

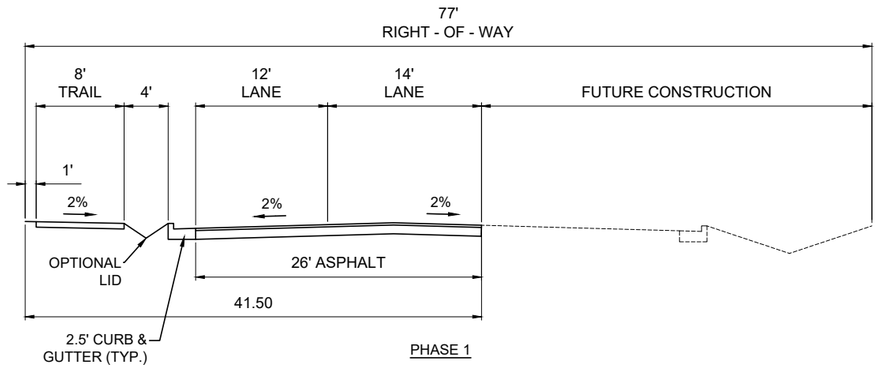




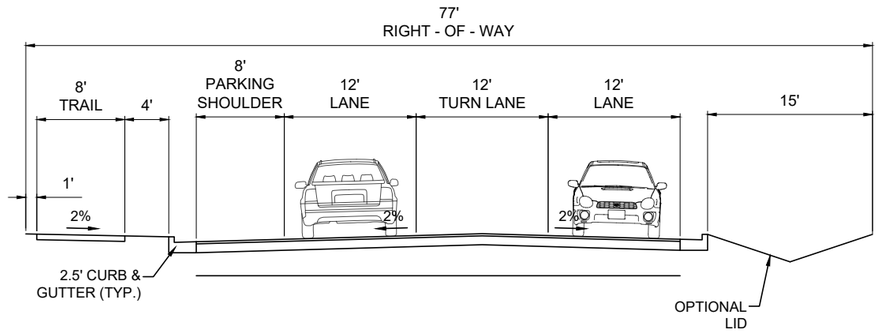
5 | 57' LIMITED LOCAL SECTION



6 | 55' INDUSTRIAL SECTION

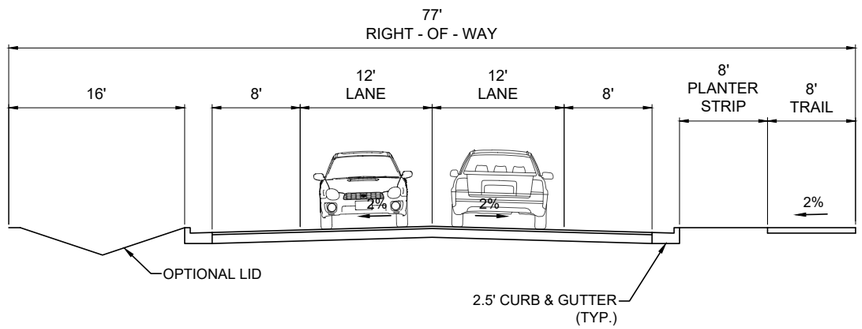


PHASE 1



FULL BUILD OUT

7 | 77' INDUSTRIAL SECTIONS



8 | 77' MINOR COLLECTOR SECTION

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STREET SECTIONS

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2 -
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LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET: 2

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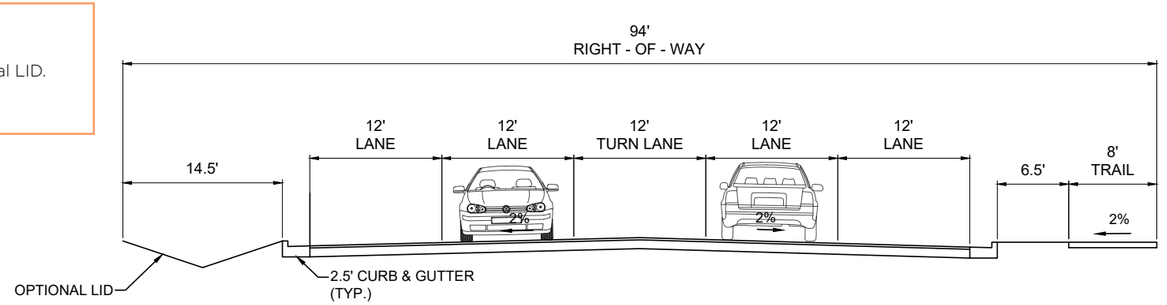
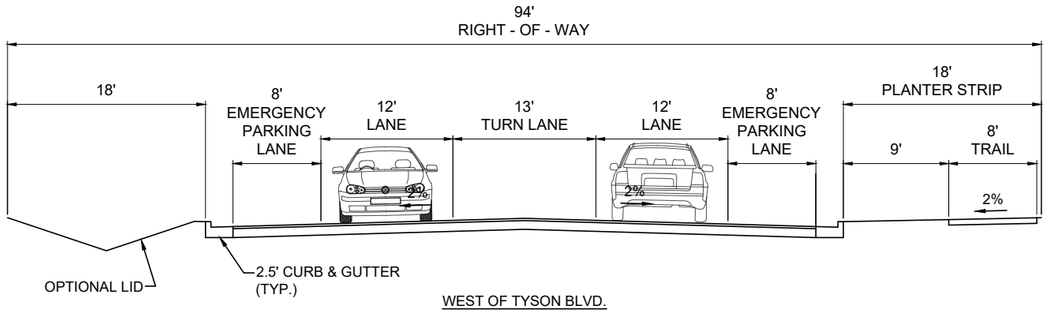
NOTE:

1. Trees, as required, are allowed within the optional LID.
2. Public/private determined by Master Developer.

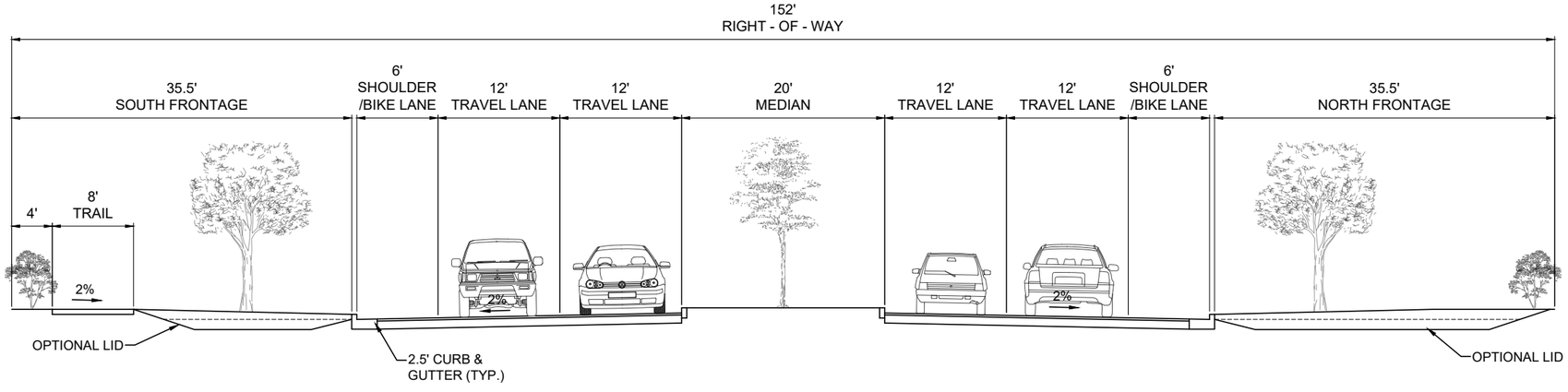


EAST OF TYSON BLVD.



WEST OF TYSON BLVD.

9 | 94' MAJOR COLLECTOR SECTIONS



10 | 152' ARTERIAL SECTION

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STREET SECTIONS

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LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023

SHEET
3

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SURVEY

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NPA 9

EAGLE MOUNTAIN, UTAH

TYPICAL DIMENSIONS

REVISIONS	
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5	-

LEI PROJECT #:	2021-0080
DRAWN BY:	BDF
DESIGNED BY:	BCT
SCALE:	1"=30'
DATE:	12/10/2025
SHEET	1

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area.
ITEM TYPE:	Resolution
FISCAL IMPACT:	No fiscal impact
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	20.168 Acres in exchange for 20.129 Acres

PUBLIC HEARING
No

PREPARED BY
Steve Mumford, Deputy City Manager

PRESENTED BY
Steve Mumford

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area.

BACKGROUND:
In 2005, SITLA (the State School and Institutional Trust Lands Administration) conveyed 20.35 acres of land to the City with the intent that it be improved as the "bypass road" at some point in the future. The City's Transportation Master Plan (TMP) and the Overland Master Development Plan don't contemplate this property ever being improved as a major road. The City's TMP also shows a variety of other arterial and collector roads in the Overland master development area that will be needed in order to build out the City's future transportation network. At the recent direction of the City Council, we have worked with SITLA to draft this land exchange agreement that provides for the City exchanging 20.168 acres of the "bypass road" property to SITLA in exchange for approximately 20.129 acres of property for the following future roads:

- Mid-Valley Road - 6.676 acres
- Desert Willow Drive (East) - 3.887 acres
- Desert Willow Drive (West 1) - 0.310 acres
- Desert Willow Drive (West 2) - 1.859 acres
- Aviator Avenue (East) - 3.240 acres
- Road Parcel 1 - 1.650 acres
- Road Parcel 2 - 2.239 acres
- Oquirrh Ranch Parkway (East) - 0.268 acres

With this exchange, the SITLA-owned property for all the future collector and arterial roads (identified on the Transportation Master Plan) in the Overland area would now be owned by the City. Any additional ROW would be obtained from adjacent property owners as needed or when those properties develop. The exchange of the bypass road property also allows the owner to move forward with the development application process for a large retail development.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Resolution
2. Agreement
3. Overland Roads Dedication Plat

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A LAND EXCHANGE AGREEMENT WITH SITLA FOR THE EXCHANGE OF PROPERTIES IN THE OVERLAND AREA

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Land Exchange Agreement with SITLA for the exchange of Properties in the Overland Area, as set forth more specifically in Exhibit A; and

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

1. The Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area, attached hereto as Exhibit A, is hereby approved.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 16th day of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

LAND EXCHANGE AGREEMENT
Bypass Road Property (EXCH 396)

Fund: Schools

This LAND EXCHANGE AGREEMENT ("**Agreement**") is made and entered as of the 16th day of December 2025 (the "**Effective Date**"), by and between Eagle Mountain City (the "**City**"), a political subdivision of the State of Utah; and the State of Utah, acting through the School and Institutional Trust Lands Administration ("**SITLA**"). The City and SITLA are collectively referred to as the "**Parties**" and, individually as a "**Party**."

RECITALS

A. SITLA previously conveyed to the City approximately 20.35 acres of undeveloped land as part of an obligation under that certain Amended and Restated Overland Master Development Agreement for Overland Development dated December 7, 2017 ("**MDA**"), among SITLA, the City and Ivory Homes, Ltd., as master developer (the "**Master Developer**"), such land being more particularly described as the "**Bypass Road**" in State of Utah Exchange Patent No. 19679 and pursuant to that certain Development Lease No. 1074 dated February 1, 2016, between SITLA and the Master Developer (the "**Lease Agreement**"). The City desires to keep approximately 0.182 acres of such patented lands in connection with the right-of-way for Pony Express Parkway. However, the surrounding area has developed in such a way that it is no longer in the best interest of the parties to construct the Bypass Road at its currently planned location. The remaining portion of the planned Bypass Road comprises 20.168 acres and is described in **Exhibit "A"** and generally depicted in **Exhibit "B"** ("**Remaining Bypass Road Property**").

B. The City desires to acquire real property within the Overland subdivision for the purpose of constructing future public rights-of-way, such lands comprising approximately 20.129 acres, as more particularly described in **Exhibit "C"** and generally depicted in **Exhibit "D"** ("**Exchange ROWs**" with the Remaining Bypass Road Property and the Exchange ROWs referred to collectively as the "**Exchange Lands**").

C. Accordingly, upon and subject to the terms and conditions set forth in this Agreement, the City desires to transfer, and convey the Remaining Bypass Road Property to SITLA in exchange for acquiring the Exchange ROWs, and SITLA desires to accept the conveyance of the Remaining Bypass Road Property from the City and convey the Exchange ROWs to the City for future public rights-of-way in the Overland subdivision.

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 SITLA hereby agree to the following:

AGREEMENT

1. **Land Exchange.**

   a. **City Transfer**. The City hereby agrees to transfer and convey to SITLA, and SITLA hereby agrees to accept and acquire from the City, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Remaining Bypass Road Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, "**City Transfer**").

   b. **SITLA Dedication**. In exchange for receiving the Remaining Bypass Road Property, SITLA hereby agrees to transfer and convey to the City by plat dedication, and the City hereby agrees to accept and acquire from SITLA, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Exchange ROWs.

   c. **Surface Estate Only/ No Water or Water Rights Included**. The Exchange Lands shall consist only of the land's surface estate. The Exchange Lands' mineral estate, which includes all oil and gas, coal and other mineral deposits, shall be excluded from the Exchange Lands. No water or water rights are included in the Exchange Lands.

Commented [SM1]: Do the surface estate rights allow for utilities to be installed under the road? We definitely need that ability.

2. **Consideration**. The total consideration for this Agreement is the City's conveyance to SITLA of approximately 20.168 acres comprising the Remaining Bypass Road Property in exchange for SITLA's conveyance of approximately 20.129 acres of Exchange ROW lands to the City. No water or water rights are included in an Exchange ROW.

3. **Conveyance of Title**.

   a. **City's Title Conveyance**. The City shall convey title to the Remaining Bypass Road Property to SITLA through a special warranty deed in substantially the form attached as **Exhibit "E".**

   b. **SITLA Title Conveyance**. SITLA's obligation to convey the Future ROWs shall be satisfied by its dedication of the Exchange ROWs to the City through an Overland road dedication plat or Overland subdivision plat. Each Exchange ROW dedication shall be identified and described in the owner's dedication section of the applicable plat.

4. **Title Commitment; Survey; Disclosures.**

   a. **Survey**. The City shall obtain, at the City's expense, any surveys necessary for identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to SITLA.

   b. **Bypass Road Property Documents**. No later than ten (10) Business Days after the Effective Date of this Agreement, the City will deliver to SITLA the following documents

to the extent the same exist and are in the City's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Remaining Bypass Road Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in the City's possession or control (collectively the "**Property Documents**").

c. **Exchange ROW Property Documents**. No later than ten (10) Business Days after the Effective Date of this Agreement, SITLA will deliver to City the following documents to the extent the same exist and are in SITLA's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Remaining Bypass Road Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in the City's possession or control (collectively the "**SITLA Property Documents**").

5. **Remaining Bypass Road Property Closing; Prorations.**

a. **Timing**. The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. The "**Closing**" shall mean the consummation of the City Transfer at the time the Escrow Agent is ready and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("**Official Records**").

b. **Place of Closing**. The Closing shall be coordinated by Eagle Mountain City c/o Fionnuala Kofoed (the "**Escrow Agent**"). At the Closing, the City shall deliver possession of the Remaining Bypass Road Property to SITLA. Until a Closing occurs, the risk of loss to the Remaining Bypass Road Property shall be borne solely by the City. The City shall be responsible for and shall promptly pay all charges with respect to the Remaining Bypass Road Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees and diligence costs, and any applicable recording fees.

c. **Closing Costs**. The City shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters the City agreed to cure pursuant to Section 4.a.ii(a), and (3) all property taxes related to the period prior to Closing as calculated in accordance with Section 5(c). The City shall not be responsible for paying any property taxes during the period after the Closing. SITLA shall not pay for any recording fees and costs related to the City Transfer. The City shall pay for any costs related to removal of any monetary liens or other Title Objection Notice matters the City agreed to cure herein. The City and SITLA shall each be responsible for the cost of their

own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 5(c) are, collectively, the "**Closing Costs**."

d. **Assessments**. The City shall pay all charges for any and all assessments with respect to the Remaining Bypass Road Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Remaining Bypass Road Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before the Closing. The City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of the Closing.

e. **Special Assessments**. The City shall pay in full any and all special assessments that are a lien on the Remaining Bypass Road Property at Closing.

f. **Closing Statements**. The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from the City and SITLA, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.

6. **SITLA's Conditions.** In addition to other terms and provisions of this Agreement which give SITLA the express right to terminate this Agreement, the obligation of SITLA to render performance under this Agreement and acquire the Remaining Bypass Road Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**SITLA's Conditions**") set forth in Sections 6(a) through 6(c) as follows:

a. **No Default**. The City shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by SITLA in writing or as provided in this Agreement. All of the City's covenants, representations and warranties herein shall be true and correct in all material respects to the best of the City's knowledge, and as if made, on the Closing Date. The City shall have delivered all the City's Closing Documents (as defined below) in accordance with Section 9.

b. The conditions set forth in this Section 6 are solely for the benefit of SITLA and may be waived by SITLA in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 14.

7. **City's Conditions.** In addition to other terms and provisions of this Agreement which give the City the express right to terminate this Agreement, the City's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's**

Conditions") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or the City's written waiver thereof):

a. **Delivery of Closing Documents and Funds**. SITLA shall have delivered or caused to be delivered to the Escrow Agent all of SITLA's Closing Documents described in Section 9 and all funds necessary to pay the costs of closing to be paid by SITLA under this Agreement in immediately available funds (wire, transfer, certified/cashier's check, etc.).

b. **Representations and Warranties**. All representations and warranties of SITLA contained in this Agreement shall be true and correct in all material respects to the best of SITLA's actual knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

c. **Performance of Covenants**. SITLA shall have performed the material covenants of SITLA under this Agreement to be performed by SITLA before Closing.

The conditions set forth in this Section 7 are solely for the benefit of the City and may be waived by the City in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 14.

8. **Covenants of City.** In addition to the covenants and agreements of the City set forth elsewhere in this Agreement, the City covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

a. **Title**. The City shall not, without SITLA's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Remaining Bypass Road Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Remaining Bypass Road Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.

b. **Notice of Change of Circumstances**. The City shall promptly notify SITLA of any change in any condition with respect to the Remaining Bypass Road Property or any portion thereof or of any event or circumstance of which the City obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Remaining Bypass Road Property or any portion thereof or the use or operation of the Remaining Bypass Road or any portion thereof, (2) makes any representation or warranty of the City under this Agreement untrue or misleading or (3) makes any covenant or agreement of the City under this Agreement incapable or less likely of being performed.

c. **No Defaults; Maintenance of Property**. The City shall not default with respect to the performance of any obligation relating to the Remaining Bypass Road Property. The City shall operate, manage and maintain the Remaining Bypass Road Property in a manner consistent with past practices and the ordinary course of the City's business and in accordance with all applicable Laws (as defined below).

d. **Development Activities**. Except as otherwise specifically set forth herein, the City shall not take any actions with respect to the development of the Remaining Bypass Road Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without SITLA's prior written consent. Notwithstanding the foregoing, the City may receive land use applications that would affect the Bypass Road Property provided that the City does not issue any final approvals until after the Closing Date.

9. **Closing; Possession and Title.**

a. **Closing**. Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, the City shall convey indefeasible fee simple title to the Remaining Bypass Road Property to SITLA in accordance herewith by a special warranty deed in the form of **Exhibit "E"** attached hereto (the "**Deed**"). The City shall deliver to SITLA possession of the Remaining Bypass Road Property upon the transfer of title to the Remaining Bypass Road Property at Closing.

b. **City's Closing Documents**. On or before the Closing Date, the City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

i. A Deed conveying the Remaining Bypass Road Property duly executed and delivered by the City in favor of SITLA;

ii. A Closing Statement, duly executed and delivered by the City;

iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by the City as may be reasonably necessary to complete the City Transfer and to carry out the intent and purposes of this Agreement;

iv. Such proof of the City's authority to enter into this Agreement and consummate the City Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of the City to act for and bind the City as may reasonably be required by SITLA; and

v. Such other documents as may reasonably be requested by SITLA or Escrow Agent to convey clear title to the Remaining Bypass Road Property or to otherwise close the City Transfer.

c. **SITLA's Closing Documents**. At or before Closing, SITLA shall deliver to Escrow Agent the following (collectively, "**SITLA's Closing Documents**"):

i. SITLA's portion of the Closing Costs in accordance with Section 5 of this Agreement, by cashier's check, wire transfer, or other immediately available funds;

ii. A Closing Statement, duly executed and delivered by SITLA;

iii. Such proof of SITLA's authority to enter into this Agreement and consummate the City Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of SITLA to act for and bind SITLA as may reasonably be required by the City; and

iv. Such other documents as may reasonably be requested by the City to close the City Transfer in accordance with this Agreement.

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

11. **City's Representations and Warranties.** SITLA agrees that it is accepting the conveyance of the Remaining Bypass Road Property in AS-IS condition, subject to the City's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

a. **Authority**. The City is a municipal corporation of the State of Utah and in good standing under the laws of the State of Utah. All requisite corporate action has been taken by the City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the City Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date. This Agreement and all other documents delivered by the City prior to or at the Closing (i) have been duly authorized, executed, and delivered by the City, (ii) are binding obligations of City, and (iii) are collectively sufficient to transfer all of the City's right, title and interest in and to the Remaining Bypass Road Property. The City has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer.

b. **No Conflicts**. The execution, delivery and performance of this Agreement and the consummation of the City Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which the City is a party or by which the City or the Remaining Bypass Road Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over the City or all or any portion of the Remaining Bypass Road Property, or otherwise.

c. **Property Documents**. To the best of the City's actual knowledge, the Property Documents

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

d. **Material Information**. To the actual knowledge of the City, the City has disclosed to SITLA in writing all material facts related to the Remaining Bypass Road Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to SITLA in writing by the City, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.

e. **Condemnation and Special Assessments**. To the actual knowledge of the City, the City has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Remaining Bypass Road Property by eminent domain or (ii) special assessments that would affect the Remaining Bypass Road Property and as of the Closing Date, the City shall have given SITLA prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Remaining Bypass Road Property.

f. **Bankruptcy**. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of the City, threatened, against the City.

g. **Litigation; Liens**. There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Remaining Bypass Road Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of the City, threatened mechanics' liens or other liens against the Remaining Bypass Road Property or any portion thereof.

h. **Compliance with Laws**. To the actual knowledge of the City, the Remaining Bypass Road Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Remaining Bypass Road Property, and the City has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of the City, no condition currently exists or previously existed on the Remaining Bypass Road Property or any portion thereof that may result in any violation of any Laws applicable to the Remaining Bypass Road Property if it were disclosed to an Authority.

i. **Parties in Possession**. To the actual knowledge of the City, the City is in exclusive possession of the entire Remaining Bypass Road Property and no other party occupies any portion of the Remaining Bypass Road Property or has any valid claim or interest in possessing the Remaining Bypass Road Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Remaining Bypass Road Property for commercial or residential purposes.

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

i. To the best of the City's actual knowledge, there are no active or abandoned water wells on the Remaining Bypass Road Property;

ii. To the best of the City's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Remaining Bypass Road Property;

iii. To the best of the City's actual knowledge, the Remaining Bypass Road Property has never been used as a landfill, dump or industrial or solid waste disposal area;

iv. To the best of the City's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Remaining Bypass Road Property, and there is no basis for any such action or proceeding;

v. To the best of the City's actual knowledge, the Remaining Bypass Road Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");

vi. To the best of the City's actual knowledge, no waste is currently used, stored or disposed of on the Remaining Bypass Road Property;

vii. To the best of the City's actual knowledge, there are no private burial grounds located on the Remaining Bypass Road Property; and

viii. To the best of the City's actual knowledge, each of the Remaining Bypass Road Property and the City is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such the City of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and the City has not received any written notice that

alleges that the City or the Remaining Bypass Road Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of the City, there is no Environmental Claim (as defined below) pending or threatened with regard to the Remaining Bypass Road Property or the City and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against the City or against any person or entity, including persons or entities whose liability for any such Environmental Claim the City has or may have retained or assumed either contractually or by operation of law.

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

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

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

k. **OFAC**. To the actual knowledge of the City, the City and all beneficial owners and agents of the City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the "**OFAC Rules**"), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and

Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

l. **Anti-Corruption**. To the actual knowledge of the City, neither the City nor any employee or agent of the City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and the City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

m. **Survival; Indemnification**. All of the representations, warranties and agreements of the City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. The City hereby indemnifies and agrees to reimburse, defend and hold harmless SITLA and SITLA's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by SITLA, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

12. **SITLA's Representations and Warranties.** SITLA represents and warrants to and agrees with the City that, as of the date hereof, and as of the Closing Date:

a. **No Conflicts**. The execution and delivery of this Agreement, the consummation of the City Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which SITLA is a party or by which SITLA is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over SITLA or all or any portion of the Remaining Bypass Road Property, except SITLA's obligations under the Lease Agreement. The Master Developer's agreement for entering into this Agreement is evidenced by its signature below.

b. **Authority**. This Agreement and all other documents delivered by SITLA prior to or at the Closing (i) have been duly authorized, executed, and delivered by SITLA, (ii) are binding obligations of SITLA, (iii) are collectively sufficient to accept the conveyance of all of the City's right, title and interest in and to the Remaining Bypass Road Property and (iv) do not violate the formation documents of SITLA. SITLA has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the City Transfer. No consent of any officer, agent, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.

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

d. **Litigation**. There are no judgments or other matters outstanding against or affecting SITLA that would have an adverse effect on SITLA's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of SITLA, threatened against SITLA which could have an adverse effect on SITLA's ability to perform its obligations under this Agreement.

e. **SITLA's Authority; Validity of Agreements**. SITLA has or will have prior to the Closing full right, power and authority to accept the conveyance of the Remaining Bypass Road Property from the City as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of SITLA have the legal power, right and actual authority to bind the City to the terms hereof and thereof. This Agreement and all other documents and instruments to be executed and delivered by the City in connection with this Agreement shall be duly authorized, executed and delivered by the City and shall be valid, binding and enforceable obligations of the City.

Commented [MD2]: The change made the sentence nonsensical so I changed it back.

f. **Anti-Corruption**. To the actual knowledge of SITLA, neither SITLA nor any officer, agent, owner, or partner of SITLA has taken or shall take in connection with this Agreement or the City Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti- bribery/corruption legislation promulgated by any governmental body, and SITLA has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

g. **Survival; Indemnification**. All of the representations, warranties and agreements of SITLA set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. SITLA hereby indemnifies and agrees to reimburse, defend and hold harmless the City and the City's officers, employees, agents, and elected and appointed officials from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by the City, directly or indirectly, in

connection with the breach of any representation or warranty set forth in this Agreement.

13. **Exchange ROW Closing**.

a. **Timing**. The Parties shall sign the road dedication plat dedicating the Exchange ROWs to the City (the "**Road Dedication Plat**") and submit the fully executed plat to the Escrow Agent within 180 days or less from the Effective Date of this Agreement (the "**Plat Delivery Date**"), or at such earlier time as the Parties may mutually agree in writing; provided, however, in no event shall the Plat Delivery Date precede the Closing. The Owners Dedication section of the Road Dedication Plat shall include a reservation of the mineral estate and be in a form acceptable to SITLA. It is agreed that time is of the essence with respect to the Plat Delivery Date and all time and date deadlines set forth in this Agreement. The "**Plat Delivery**" shall mean the consummation of the Escrow Agent recording in the Official Records of the Utah County Recorder's Office in the State of Utah.

b. **Place of Closing**. The Plat Delivery shall be coordinated by Eagle Mountain City c/o Fionnuala Kofoed (the "**Escrow Agent**"). At the Plat Delivery, SITLA shall deliver possession of the Exchange ROW Property to the City.

14. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

a. **Default by City**. In the event this transaction fails to close due to the City's fault or inability to close, SITLA shall be entitled to specific performance. Without limiting the generality of the foregoing, SITLA hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.

b. **Default by SITLA**. In the event this transaction fails to close due to SITLA's fault then the City shall be entitled to specific performance. Without limiting the generality of the foregoing, the City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.

15. **"As Is" Property Land Exchange.**

a. **"As Is" Remaining Bypass Road Property Land Exchange**. Except as is expressly set forth in this Agreement to the contrary, the City is expressly conveying the Remaining Bypass Road Property in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, the City has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate SITLA for same. The City has specifically bargained for the assumption by SITLA of all responsibility to investigate the Remaining Bypass Road Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the terms of this Agreement in consideration thereof. SITLA has undertaken all such investigations of the Remaining Bypass Road Property, laws and

regulations, rights, facts, leases, service contracts and violations as SITLA deems necessary or appropriate under the circumstances as to the status of the Remaining Bypass Road Property and based upon same, except as is expressly set forth in this Agreement to the contrary, SITLA is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and SITLA is and will be fully satisfied that the consideration set forth in Section 2 is fair and adequate consideration for the Remaining Bypass Road Property and, by reason of all the foregoing, SITLA assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Remaining Bypass Road Property.

b. **"As Is" Exchange ROW Land Exchange**. Except as is expressly set forth in this Agreement to the contrary, SITLA is expressly conveying the Exchange ROW land in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, SITLA has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate the City for same. SITLA has specifically bargained for the assumption by the City of all responsibility to investigate the Exchange ROW land, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the terms of this Agreement in consideration thereof. The City has undertaken all such investigations of the Exchange ROW land, laws and regulations, rights, facts, leases, service contracts and violations as the City deems necessary or appropriate under the circumstances as to the status of the Exchange ROW land and based upon same, except as is expressly set forth in this Agreement to the contrary, the City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and the City is and will be fully satisfied that the consideration set forth in Section 2 is fair and adequate consideration for the Exchange ROW land and, by reason of all the foregoing, the City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Exchange ROW land.

16. **General Provisions.**

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

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

b. **Non-Merger**. The terms of this Agreement shall not merge into the Deed at Closing and

shall survive the Closing.

c. **Assignment**. SITLA shall not assign this Agreement to any entity other than an affiliate of SITLA without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. **Binding Agreement**. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.

e. **Headings, Captions, and Terms**. All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.

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

g. **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

h. **Waiver of Breach**. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.

i. **Attorney's Fees**. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 16(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

j. **Amendment**. This Agreement may not be modified except by an instrument in writing

signed by the Parties hereto.

k. **Governing Law**. This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

l. **Venue**. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.

m. **Notices**. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 16(m) notices to the Parties shall be delivered as follows:

If to the City:

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

If to SITLA:

Trust Lands Administration
Attn: Real Estate Development Group
102 S. 200 East, Suite 600
Salt Lake City, UT 84111
aaronlangston@utah.gov

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

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

o. **Construction**. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

p. **Business Days**. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.

q. **Third-Party Beneficiaries**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and SITLA. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

r. **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.

s. **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.

t. **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.

u. **Entire Agreement**. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the City and SITLA, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

17. **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 December 16, 2025.

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

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

Gina L. Olsen, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

STATE OF UTAH,
School and Institutional
Trust Lands Administration

_____
Michelle E. McConkie, Director

Approved as to Form:

_____
Dawn J. Soper, Special Assistant Attorney General

Consent to Agreement:

IVORY HOMES, LTD.
A Utah Limited Partnership

_____
Ryan Tesch, Chief Financial Officer

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Remaining Bypass Road Property
Exhibit “B”	General Depiction of Remaining Bypass Road Property
Exhibit “C”	Legal Descriptions of Exchange ROWs
Exhibit “D”	General Depiction of Exchange ROWs
Exhibit “E”	Form of Special Warranty Deed

EXHIBIT "A"
Legal Description of Remaining Bypass Road Property

Bypass Road Parcel 1

A Parcel of land located in the Southeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, and the East Half of Section 1 and the Northeast Quarter of Section 12 of Township 6 South, Range 2 West, Salt Lake Base and Meridian. Parcel being 10.00 feet in width, and described as follows:

Beginning at a point South 89°46'3 1" East 2439.25 feet and North 1898.44 feet from the South Quarter Corner of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian. To a point on a 1633.83 foot radius curve to the left; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 59°32'37" West) to a point of tangency; thence North 00°02'06" East 2657.54 feet to a point on a 1104.67 foot radius curve to the left; thence 1268.61 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears North 89°57'54" West); thence South 65°45'50" East 2.08 feet to a point on a 1194.67 foot radius curve to the right; thence 1371.97 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears South 24°14'10" West) to a point of tangency; thence South 00°02'06" West 638.42 feet to a point on the south Section line of section 36; thence along said section line North 89°15'35" West 45.00 feet to the Northeast Corner of Section 1; thence South 00°02'06" West 1991.59 feet to the East Quarter Corner of said Section 1; thence South 00°01'49" West 218.24 to a point on a 1723.83 foot radius curve to the right; thence 520.61 feet along the arc of said curve through a central angle of 17°18'13" (radial line Bears North 76°50'50" West); thence South 30°27'23" West 84.15 feet to the point of beginning.

Containing 2.21 Acres. (0.66 acres in Section 36, 1.55 acres in Section 1)

Bypass Road Parcel 2

A Parcel of land located in the Southeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, and the East Half of Section 1 and the Northeast Quarter of Section 12 of Township 6 South, Range 2 West, Salt Lake Base and Meridian. Parcel being 35.00 feet in width, and described as follows:

Beginning at a point on the east right-of-way line of Sweetwater Road said point being South 89°46'3I" East 489.70 feet and South 00°16'35" East 1095.38 feet from the South Quarter Corner of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian. Said point also being on a 345.00 foot radius curve to the right; thence 47.09 feet along the arc of said curve through a central angle of 07°49'15" (radial line bears South 47°56'02" East) to a point of tangency; thence North 49°53'13" East 84.57 feet to a point of tangency on a 555.00 foot radius curve to the left; thence 188.22 feet along the arc of said curve through a central angle of 19°25'50" (radial line bears North 40°06'47" West) to a point of tangency; thence North 30°27'23" East 3334.07 feet to a point of tangency on a 1633.83 foot radius curve to the left; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 59°32'37" West) to a point of tangency; thence North 00°02'06" East 2456.44 feet to a point of tangency on a 1104.67 foot radius curve to the left; thence

1268.61 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears North 89°57'54" West) to a point of tangency; thence North 65°45'50" West 423.30 feet to a point on the East right-of-way line of Sweetwater Road; thence along said right-of-way line North 24°14'10" East 88.40 feet to a point on a 455 foot radius curve to the right; thence 1.60 feet along the arc of said curve through a central angle of 00°12'05" (chord bears North 24°20' 12" East 1.60 feet); thence South 65°45'50" East 421.22 feet to a point of tangency on a 1104.67 foot radius curve to the right; thence 1268.61 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears South 24°14"10" West) to a point of tangency; thence South 00°02'06" West 2657.52 feet to a point of tangency on a 1633.83 foot radius curve to the right; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 89°57"54" West); thence South 30°27'23" West 3249.93 feet to a point of tangency on a 645.00 foot radius curve to the right; thence 218.74 feet along the arc of said curve through a central angle of 19°25"50" (radial line bears North 59°32'37" West) to a point of tangency; thence South 49°53'13" West 84.57 feet to a point of tangency on a 255.00 foot radius curve to the left; thence 223.26 feet along the arc of said curve through a central angle of 50°09'48" (radial line bears South 40°06'47" East); thence North 00°16'35" West 232.38 feet to the point of beginning.

Containing: 13.86 Acres (2.96 acres in Section 36, 7.97 acres in Section 1, 2.93 acres in Section 12)

Bypass Road Parcel 3

A Parcel of land located in the Southeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, and the East Half of Section 1 and the Northeast Quarter of Section 12 of Township 6 South, Range 2 West, Salt Lake Base and Meridian. Parcel Being 55.00 Feet in width, and described as follows:

Beginning at a point South 89°46'31" East 2361.66 feet and North 00°00'00" East 1943.75 feet from the South Quarter Comer of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian. Said point being on a 1543.83 foot radius curve to the left; thence 819.70 feet along said curve through a central angle of 30°25' 17" (radial line bears North 59°32'37" West) to a point of tangency; thence North 00°02'06" East 2657.56 feet to a point of tangency on a 1014.67 foot radius curve to the left; thence 1165.25 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears North 89°57'54" West); thence South 65°45'50" East 1.02 feet to a point on a 1104.67 foot radius curve to the right; thence 1269.68 feet along the arc of said curve through a central angle of 65°51'16" (radial line bears South 24°10'50" West) to a point of tangency; thence South 00°02'06" West 2456.44 feet to a point of tangency on a 1633.83 foot radius curve to the right; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 89°57'54" West); thence South 30°27"23" West 84.18 feet to the point of beginning.

Containing: 4.28 Acres (3.08 acres in Section 36, 1.20 acres in Section 1)

Total Bypass Road: 20.35 acres

From State of Utah Exchange Patent No. 19679; recorded in Utah County as Entry 19071:2005 on 2005 Feb 24.

Less and excepting:

BYPASS ROAD

(NORTH) LESS AND EXCEPTING:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, NORTH 00°35'51" EAST ALONG THE WEST SECTION LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1812.73 FEET AND SOUTH 89°24'09" EAST, A DISTANCE OF 580.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24°30'42" EAST, A DISTANCE OF 88.40 FEET; THENCE NORTH 24°36'44" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 65°29'18" EAST, A DISTANCE OF 30.96 FEET; THENCE SOUTH 24°30'48" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 65°29'18" WEST, A DISTANCE OF 30.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,786 SF. / 0.064 AC.±

BYPASS ROAD

(SOUTH) LESS & EXCEPTING:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°29'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 2673.21 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00°23'18" WEST ALONG WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1328.70 FEET; THENCE SOUTH 89°36'42" EAST PERPENDICULAR TO SAID QUARTER LINE, A DISTANCE OF 498.71 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 00°00'02" EAST, A DISTANCE OF 232.37 FEET TO THE BEGINNING OF A NON-TANGENT 345.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 43.14 FEET (CENTER = 7°09'51" AND CHORD BEARS: NORTH 45°55'25" EAST 43.11 FEET); THENCE SOUTH 00°00'04" EAST, A DISTANCE OF 140.56 FEET TO THE BEGINNING OF A NON-TANGENT 255.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 126.99 FEET (CENTER = 28°31'56" AND CHORD BEARS: SOUTH 14°16'09" WEST 125.68 FEET) TO THE POINT OF BEGINNING.

CONTAINS 5,134 SF. / 0.118 AC.±

Total "less and excepting": 0.182 acres

Total Remaining Bypass Road Property: 20.168 acres

EXHIBIT "B"
General Depiction of Remaining Bypass Road Property

Commented [EE3]: SITLA will update this exhibit to remove the "less and excepting slivers from the Remaining Bypass Road Property.

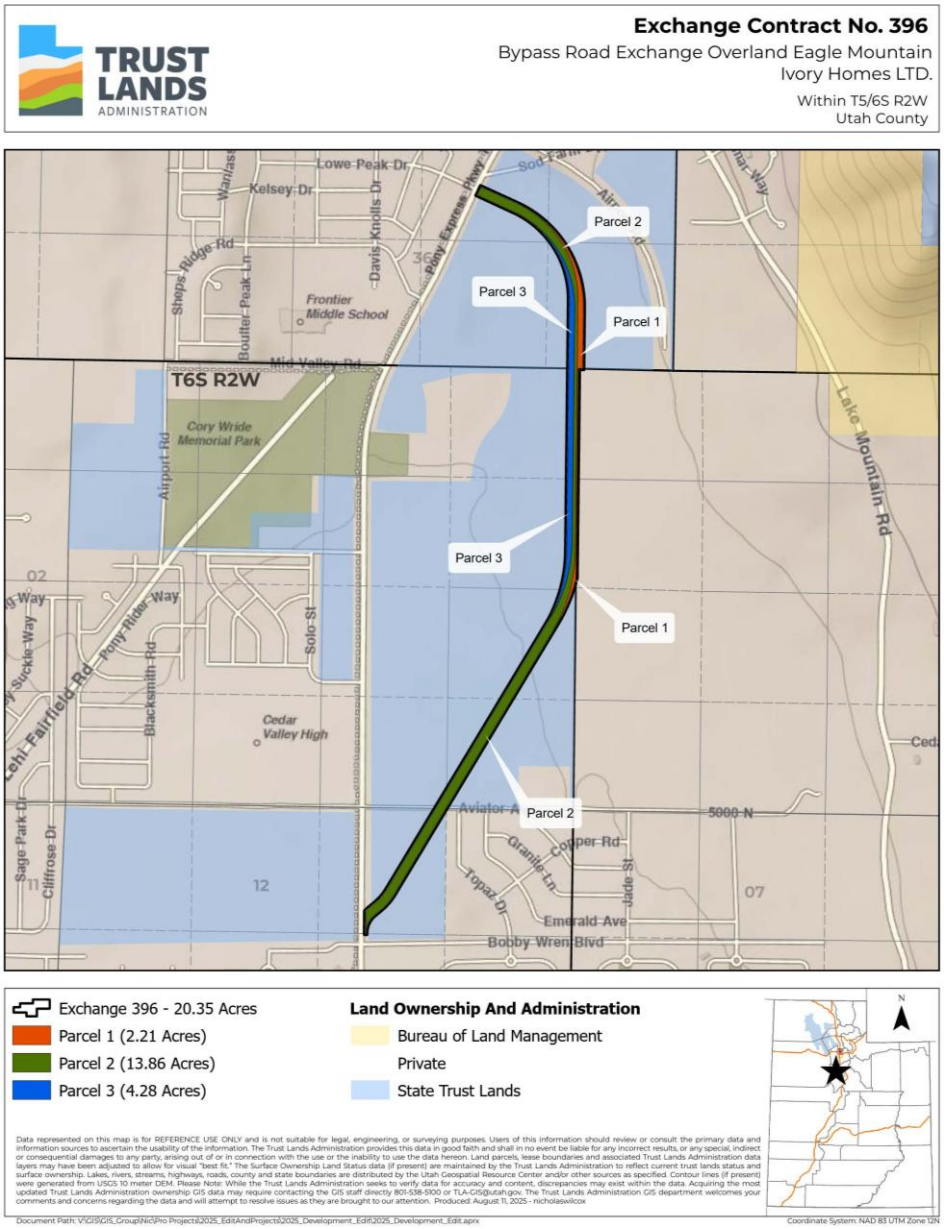


EXHIBIT "B" continued
Enlargement of Remaining Bypass Road Property Map

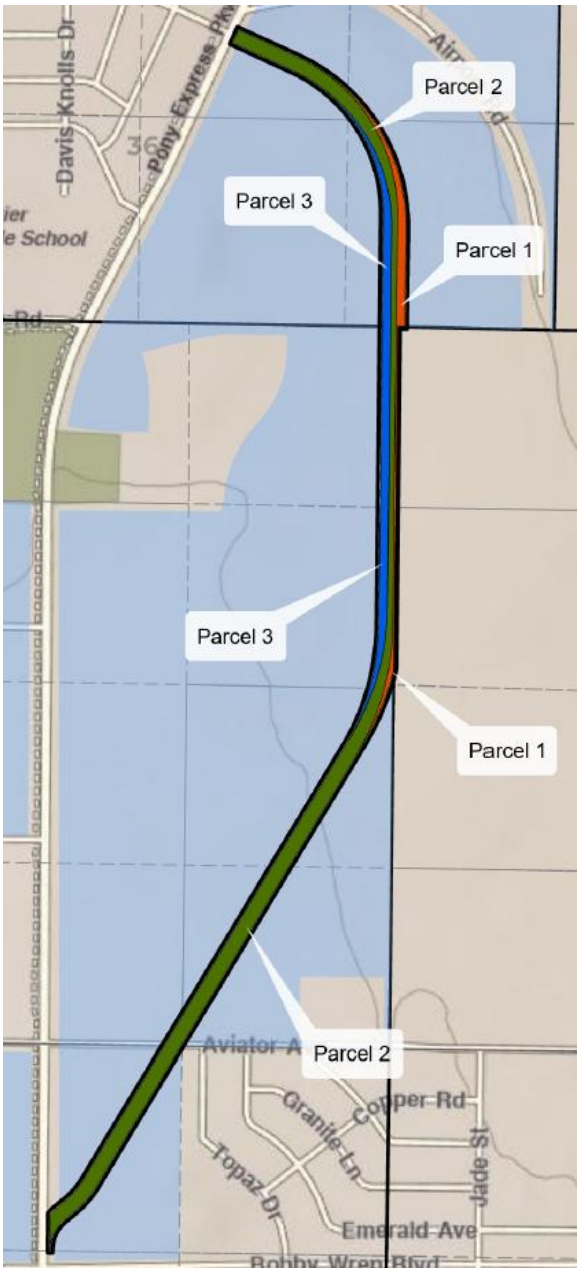


EXHIBIT "C"
Legal Descriptions of Exchange ROWs

Summary:

Exchange ROW	Acres	Square Feet
Aviator Avenue (East)	3.240	141,141
Desert Willow Drive (East)	3.887	169,309
Desert Willow Drive (West-1)	0.310	13,498
Desert Willow Drive (West-2)	1.859	80,979
Mid Valley Road Phase 3 (East)	6.676	290,823
Oquirrh Ranch Parkway (East)	0.268	11,689
Road Parcel 1	1.650	71,862
Road Parcel 2	2.239	97,511
Overland Roads Total	**20.129**	**876,819**

Legal Descriptions in Alphabetic Order:

AVIATOR AVENUE (EAST)

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, AND THE NORTHEAST QUARTER (NE-1/4) OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING AVIATOR AVENUE, EAST OF PONY EXPRESS PARKWAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 01 & 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTIONS 06 & 07, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 89° 29' 59" W, ALONG THE SECTION LINE, A DISTANCE OF 1336.60 FEET, MORE OR LESS TO THE EAST SIXTEENTH (E-1/16TH) CORNER COMMON TO SAID SECTIONS 01 & 12; THENCE S 00° 25' 43" W, ALONG THE 1/16TH LINE AND THE EAST LINE OF THE STATE LANDS, A DISTANCE OF 26.50 FEET; S 86° 58' 45" W, A DISTANCE OF 439.64 FEET; THENCE N 89° 29' 59" W, A DISTANCE OF 349.19 FEET; THENCE S 45° 14' 59" W, A DISTANCE OF 38.72 FEET, TO EAST LINE OF PONY EXPRESS TRAIL EXPANSION RECORD AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID WEST LINE, A DISTANCE OF 147.00 FEET; S 44° 45' 02" E, FOR A DISTANCE OF 39.06 FEET; THENCE S 89° 29' 59" E, A DISTANCE OF 350.00 FEET; THENCE N 88° 55' 25" E, A DISTANCE OF 436.14 FEET; S 89° 29' 59" E, PARALLEL WITH AND 50.50 FEET PERPENDICULARLY DISTANT NORTHER OF AFORESAID SECTION LINE, A DISTANCE OF 1275.6435 FEET TO THE

BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 11' 42", A DISTANCE OF 39.35 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 24' 10" E, A DISTANCE OF 35.42 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 89° 41' 41" E, PERPENDICULAR TO THE AFORESAID EAST LINE OF SECTION 01, A DISTANCE OF 38.50 FEET TO, TO THE SECTION LINE; THENCE S 00° 18' 19" W, ALONG SAID SECTION LINE, A DISTANCE OF 75.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 141,141 SQ. FT., OR 3.240 ACRES

DESERT WILLOW DRIVE (EAST)

A PARCEL OF LAND SITUATE WITHIN THE EAST HALF (E-1/2) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING DESERT WILLOW DRIVE EAST OF PONY EXPRESS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 00° 18' 19" W, ALONG THE SECTION LINE, A DISTANCE OF 63.20 FEET; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 43' 45", A DISTANCE OF 39.15 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 44° 33' 33" W, A DISTANCE OF 35.27 FEET, TO A POINT OF TANGENCY; THENCE N 89° 25' 26" W, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.02 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 34' 38", A DISTANCE OF 39.52 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 45° 17' 15" W, A DISTANCE OF 35.53 FEET, TO THE EAST LINE OF PONY EXPRESS PARKWAY TRAIL EXPANSION PARCEL, RECORDED AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID EAST LINE, A DISTANCE OF 127.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 25' 22", A DISTANCE OF 39.02 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 44° 42' 45" E, A DISTANCE OF 35.18 FEET, TO A POINT OF TANGENCY; THENCE S 89° 25' 26" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT NORTHERLY OF AFORESAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.70 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 15' 55", A DISTANCE OF 39.39 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 26' 37" E FOR A DISTANCE OF 35.44 FEET; THENCE S 89° 41' 21" E, PERPENDICULAR TO THE EAST

LINE OF SAID SECTION 01, A DISTANCE OF 38.50 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE S 00° 18' 39" W, ALONG SAID EAST LINE, A DISTANCE OF 63.79 FEET TO THE POINT OF BEGINNING.

CONTAINS: 169,309 SQ. FT., OR 3.887 ACRES.

DESERT WILLOW DR. (WEST-1):
A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2665.91 FEET TO THE CENTER OF SAID SECTION 1 AND THE POINT OF BEGINNING; THENCE SOUTH 89°25'26" EAST ALONG SAID QUARTER LINE, A DISTANCE OF 347.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF PONY EXPRESS PARKWAY; THENCE SOUTH 00°00'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 63.25 FEET TO THE BEGINNING OF A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 39.02 FEET (CENTER = 89°25'22 AND CHORD BEARS: NORTH 44°42'45" WEST 35.18 FEET); THENCE NORTH 89°25'26" WEST, A DISTANCE OF 322.61 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST QUARTER; THENCE NORTH 00°27'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 38.50 FEET TO THE CENTER OF SECTION 1 AND THE POINT OF BEGINNING.

CONTAINS: 13,498 SF. / 0.310 AC.±

DESERT WILLOW DR. (WEST-2):
A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE EAST-WEST CENTER QUARTER SECTION LINE, A DISTANCE OF 3407.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'26" WEST CONTINUING ALONG SAID EAST-WEST LINE, A DISTANCE OF 1952.67 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 01°22'36" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 38.50 FEET; THENCE SOUTH 89°25'26" EAST, A DISTANCE OF 986.13 FEET; THENCE NORTH 01°14'19" EAST, A DISTANCE OF 6.99 FEET TO THE SOUTH LINE OF EAGLE MOUNTAIN CITY PROPERTY TAX ID: 59:033:0017, RECORDED AS ENT.: 19074:2005; THENCE SOUTH 89°17'58" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TAX ID: 59:033:0011, RECORDED AS ENT.: 19072:2005; A

DISTANCE OF 965.48 FEET; THENCE SOUTH 00°00'04" EAST 43.40 FEET TO THE AFORESAID EAST-WEST CENTER QUARTER LINE AND THE POINT OF BEGINNING. CONTAINS: 80,979 SF. / 1.859 AC.±

MID VALLEY ROAD PHASE 3 (EAST)

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF
UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 01,TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00º18'39" W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 61.00 FEET; THENCE N 89°22'22" W, A DISTANCE OF 1042.18 FEET, TO THE BEGINNING OF A CURVE; THENCE ALONG A 981.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 256.83 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00" , LONG CHORD BEARS S 83°07'38" W, A DISTANCE OF 256.09 FEET; THENCE S 75°37'38" W, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 403.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 274.84 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS N 84°50'08" W, A DISTANCE OF 269.54 FEET; THENCE N 65°17'53" W, A DISTANCE OF 68.89 FEET, TO THE EASTERLY LINE OF PONY EXPRESS PARKWAY, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT NO.: 92010:2018 ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE AND A NON-TANGENT 2374.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 122.01 FEET, THROUGH A CENTRAL ANGLE OF 02°56'41", LONG CHORD BEARS N 24°42'16" E, A DISTANCE OF 122.00 FEET; THENCE S 65°17'53" E, A DISTANCE OF 68.89 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 281.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 191.64 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS S 84°50'08" E, A DISTANCE OF 187.94 FEET; THENCE N 75°37'38" E, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 1103.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 288.76 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00", LONG CHORD BEARS N 83°07'38" E, A DISTANCE OF 287.94 FEET; THENCE S 89°22'22" E, A DISTANCE OF 1042.05 FEET; THENCE S 88°59'19" E, A DISTANCE OF 793.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT ENT.: 19071:2005, ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE S 01°02'39" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 61.04 FEET, TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N 88°59'19" W, ALONG SAID SOUTH LINE, A DISTANCE OF 795.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: 290,823 SQ. FT., OR 6.676 ACRES

ROAD PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 00º18’39” W, ALONG SAID SECTION LINE, A DISTANCE OF 61.00 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 01; THENCE S 00° 18' 39" W, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 1866.84 FEET, TO A POINT 63.82 FEET FROM THE QUARTER CORNER; THENCE N 89° 41' 21" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 39" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 1865.69 FEET, TO THE SOUTH LINE OF MID VALLEY ROAD AND A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04º 55’53”, A DISTANCE OF 439.00 FEET, HAVING A RADIUS OF 439.00 FEET, AND WHOSE LONG CHORD BEARS N 88º 32’ 44” E, A DISTANCE OF 37.77 FEET; THENCE S 89º 59’ 19” E, A DISTANCE OF 0.75 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 71,862 SQ. FT., OR 1.650 ACRES

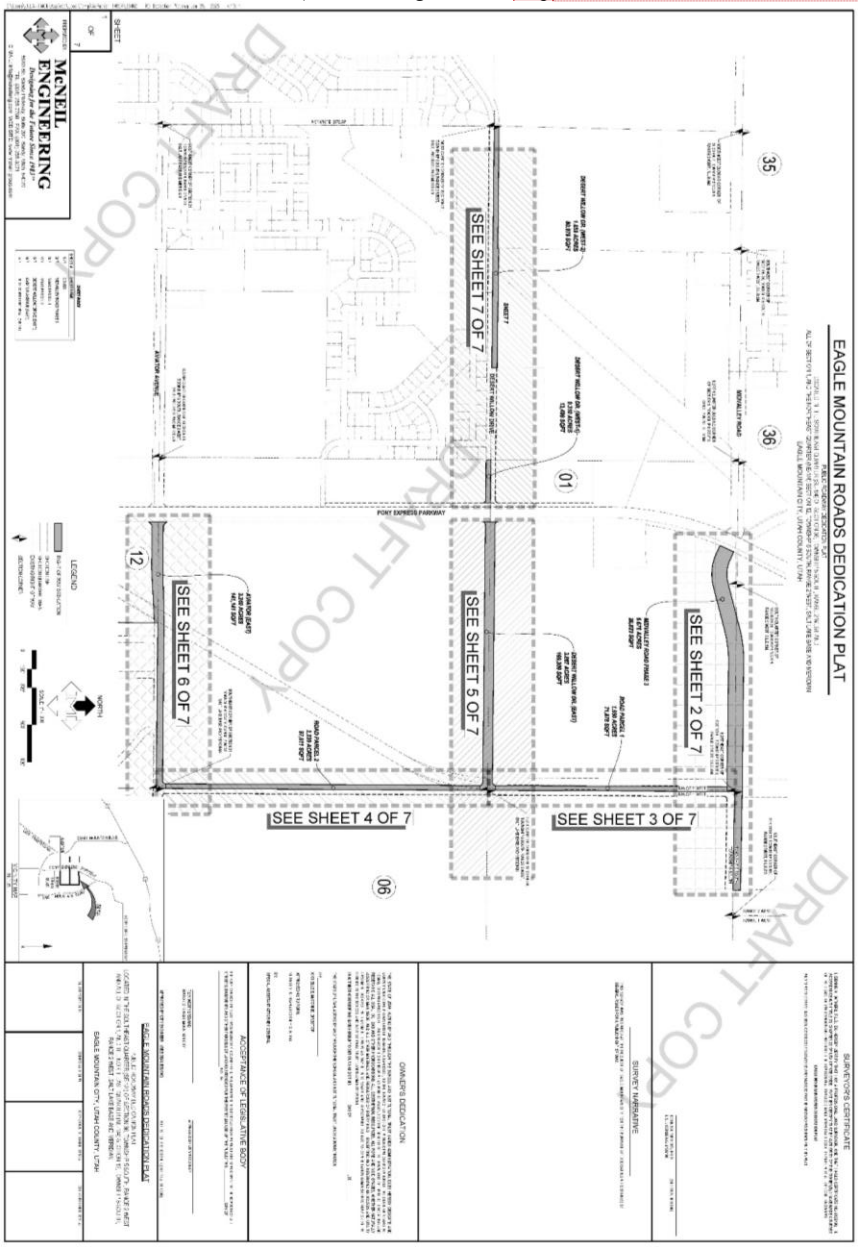
ROAD PARCEL 2

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 0º18’19” W, ALONG SAID EAST LINE, A DISTANCE OF 63.20 FEET, FROM THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 00° 18' 19" W, CONTINUING ALONG SAID EAST LINE OF SECTION 01, A DISTANCE OF 2532.76 FEET TO A POINT 75.72 FEET NORTH OF THE SECTION CORNER; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 19" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 2532.76 FEET; THENCE S 89° 41' 41" E, PERPENDICULAR TO SECTION LINE, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 97,511 SQ. FT., OR 2.239 ACRES.

EXHIBIT "D"
General Depiction of Exchange ROWs
(north is to right side of map)



Commented [EE4]: This map was sent to SITLA by Steve Mumford on Nov 13th ; some of the acre and SF numbers do not match the legal descriptions.

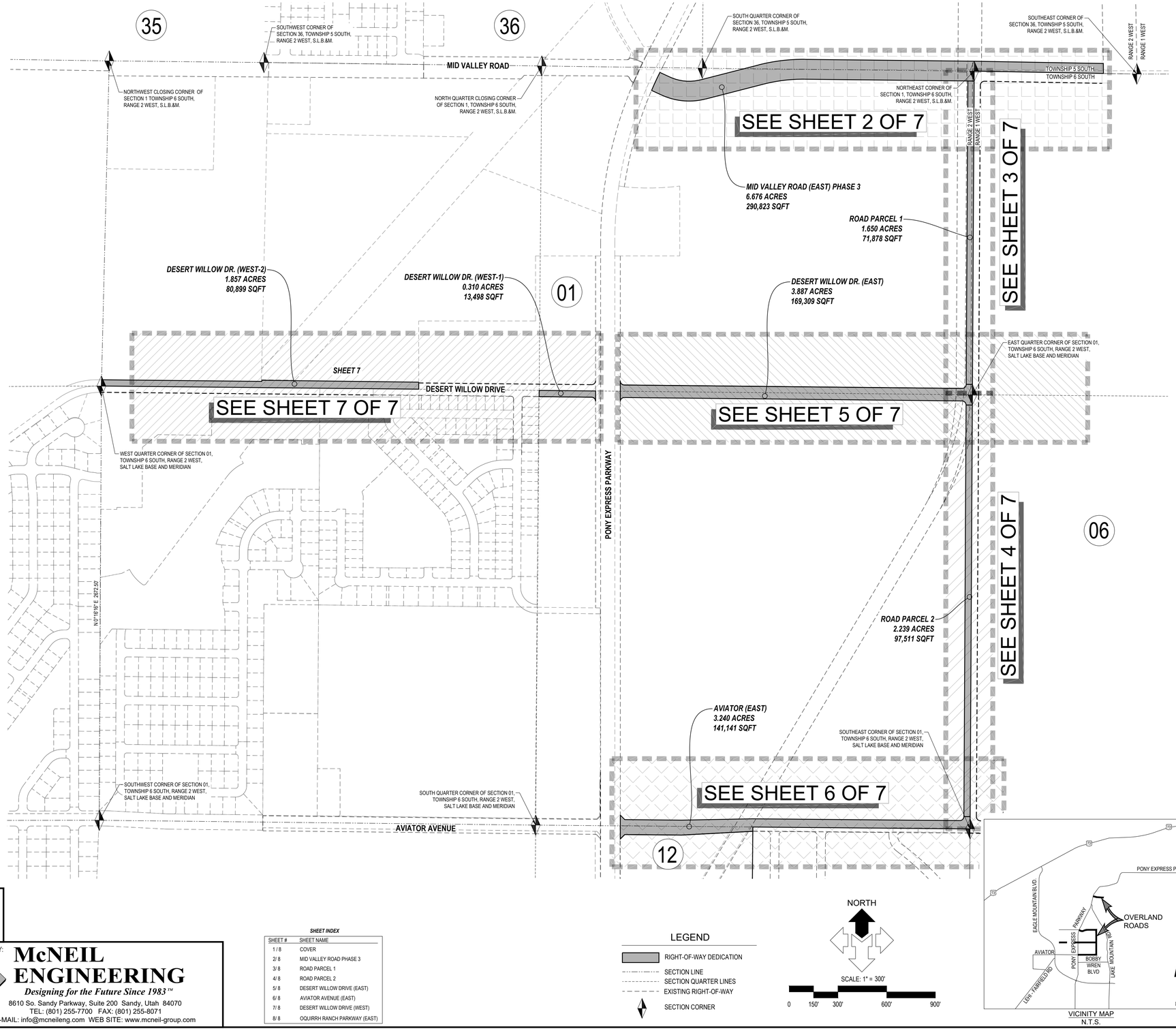
Does the City have a newer and correct map to insert here as a JPG fine?

Commented [SM5]: Swap this out for the updated map

EXHIBIT "E"
Form of Special Warranty Deed

OVERLAND ROADS DEDICATION PLAT

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST AND
ALL OF SECTION 1, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



SHEET
1
OF
8

PREPARED BY:
McNEIL ENGINEERING
Designing for the Future Since 1983™
8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070
TEL: (801) 255-7700 FAX: (801) 255-8071
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SHEET INDEX

SHEET #	SHEET NAME
1 / 8	COVER
2/ 8	MID VALLEY ROAD PHASE 3
3/ 8	ROAD PARCEL 1
4/ 8	ROAD PARCEL 2
5/ 8	DESERT WILLOW DRIVE (EAST)
6/ 8	AVIATOR AVENUE (EAST)
7/ 8	DESERT WILLOW DRIVE (WEST)
8/ 8	OQUIRRH RANCH PARKWAY (EAST)

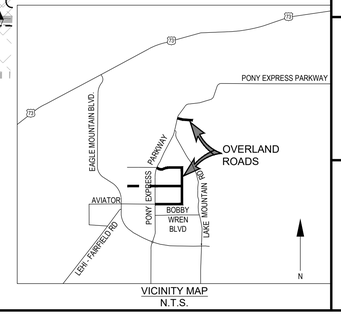
LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

NORTH

SCALE: 1" = 300'

0 150' 300' 600' 900'



VICINITY MAP
N.T.S.

SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, P.L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO.6135190, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS STREET DEDICATION PLAT IN ACCORDANCE WITH STATE CODE 17-23-17, HEREAFTER TO BE KNOWN AS:

OVERLAND ROADS DEDICATION PLAT

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

DENNIS K. WITHERS, P.L.S. (SEE SEAL BELOW)
L.S. LICENSE NO. 6135190

SURVEY NARRATIVE

THIS SURVEY WAS PREPARED AT THE REQUEST OF EAGLE MOUNTAIN CITY FOR THE PURPOSE OF DEDICATING A PORTION(S) OF SEVERAL ROADS FOR A PUBLIC RIGHT-OF-WAY.

OWNER'S DEDICATION

THE STATE OF UTAH, ACTING BY AND THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH (THE CITY), CERTAIN PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS, FOR THE BENEFIT OF THE CITY AND THE PUBLIC, EXCEPTING AND RESERVING ALL COAL, OIL, GAS AND OTHER HYDROCARBONS, ALL GEOTHERMAL RESOURCES, ALL PORE AND VOID SPACES, WHETHER NATURALLY OCCURRING OR MAN MADE, AND ALL OTHER MINERALS AND RESOURCES OF EVERY KIND AND EXCEPTING AND RESERVING AN ACCESS AND UTILITY EASEMENT ACROSS THE EASEMENT LANDS AS MAY BE NECESSARY AND REASONABLE TO ACCESS OTHER LANDS ADMINISTERED NOW OR IN THE FUTURE BY THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20_____.

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

BY: _____
MICHELLE E. McCONKIE, DIRECTOR

APPROVED AS TO FORM:
SEAN REYES, UTAH ATTORNEY GENERAL

BY: _____
SPECIAL ASSISTANT ATTORNEY GENERAL

ACCEPTANCE OF LEGISLATIVE BODY

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

TOM WESTMORELAND
MAYOR OF EAGLE MOUNTAIN CITY

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER: (SEE SEAL BELOW)

ATTEST: CITY RECORDER (SEE SEAL BELOW)

OVERLAND ROADS DEDICATION PLAT

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE EAST HALF (E-1/2) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST AND ALL OF SECTION 1, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CORPORATE SEAL	CITY-COUNTY ENGINEER SEAL	CLERK RECORDER SEAL

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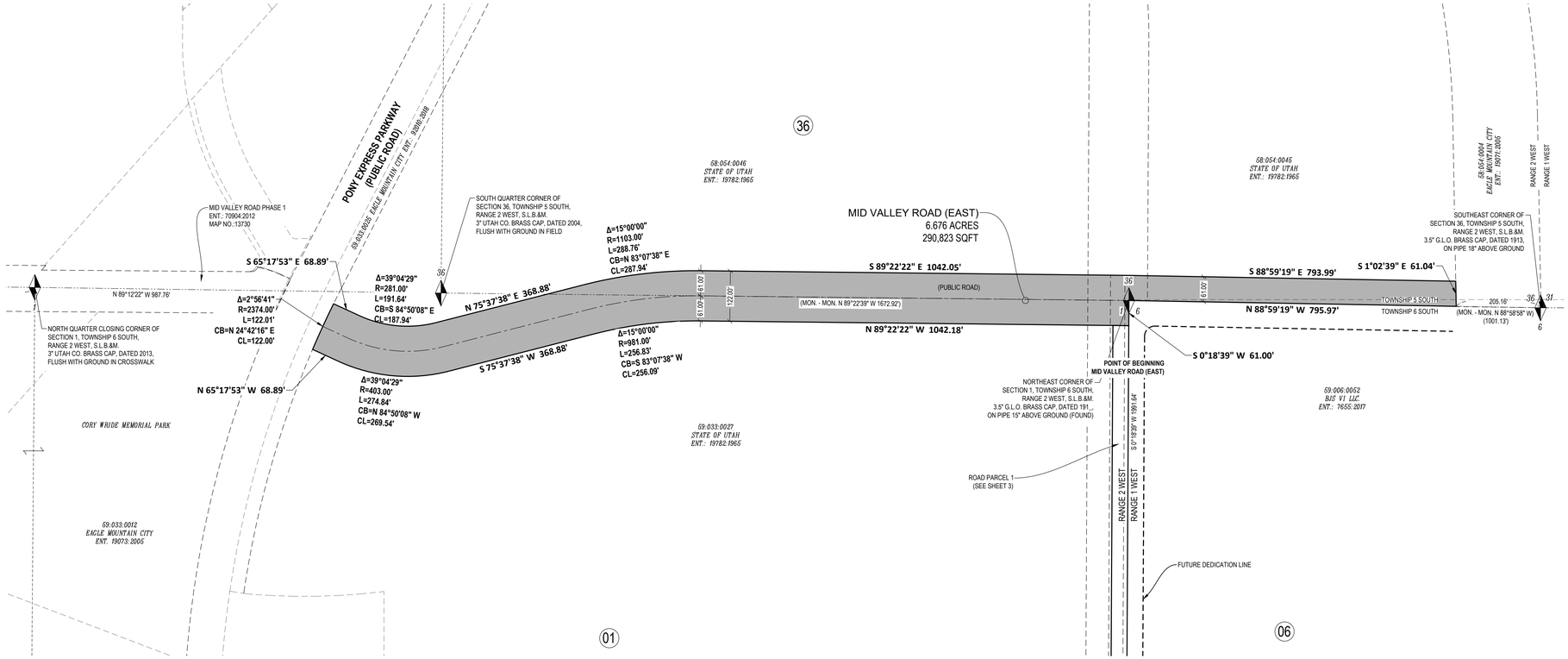
MID VALLEY ROAD PHASE 3 (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36 TOWNSHIP 5 SOUTH, RANGE 2 WEST AND
THE NORTHEAST QUARTER (NE-1/4) OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



MID VALLEY ROAD PHASE 3 (EAST)

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 01,TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°18'39" W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 61.00 FEET; THENCE N 89°22'22" W, A DISTANCE OF 1042.18 FEET, TO THE BEGINNING OF A CURVE; THENCE ALONG A 981.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 256.83 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00" , LONG CHORD BEARS S 83°07'38" W, A DISTANCE OF 256.09 FEET; THENCE S 75°37'38" W, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 403.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 274.84 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS N 84°50'08" W, A DISTANCE OF 269.54 FEET; THENCE N 65°17'53" W, A DISTANCE OF 68.89 FEET, TO THE EASTERLY LINE OF PONY EXPRESS PARKWAY, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT NO.: 92010:2018 ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE AND A NON-TANGENT 2374.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 122.01 FEET, THROUGH A CENTRAL ANGLE OF 02°56'41", LONG CHORD BEARS N 24°42'16" E, A DISTANCE OF 122.00 FEET; THENCE S 65°17'53" E, A DISTANCE OF 68.89 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 281.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 191.64 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS S 84°50'08" E, A DISTANCE OF 187.94 FEET; THENCE N 75°37'38" E, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 1103.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 288.76 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00", LONG CHORD BEARS N 83°07'38" E, A DISTANCE OF 287.94 FEET; THENCE S 89°22'22" E, A DISTANCE OF 1042.05 FEET; THENCE S 88°59'19" E, A DISTANCE OF 793.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT ENT.: 19071:2005, ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE S 01°02'39" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 61.04 FEET, TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N 88°59'19" W, ALONG SAID SOUTH LINE, A DISTANCE OF 795.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: 290,823 SQ. FT., OR 6.676 ACRES

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET 2 OF 8

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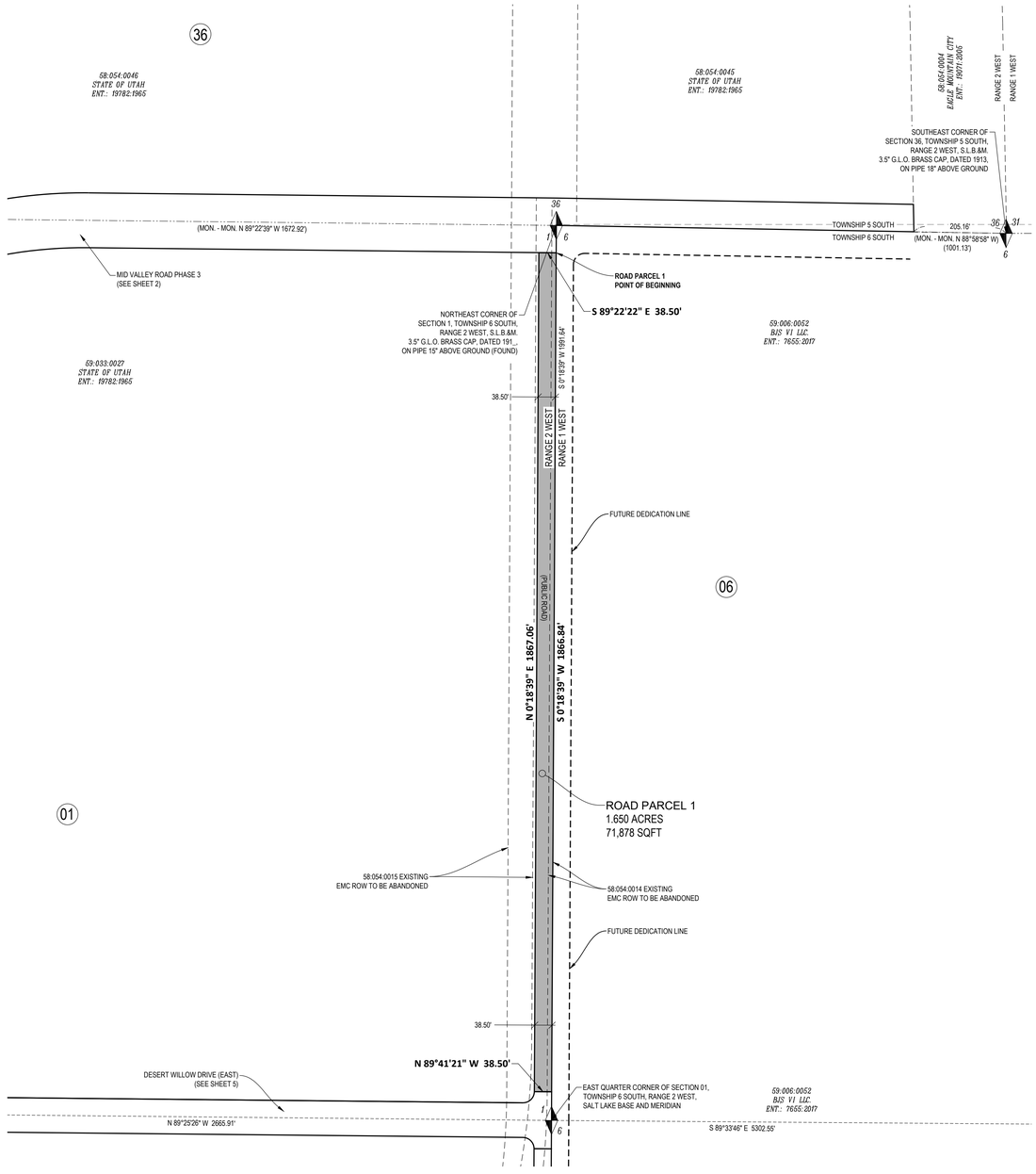
ROAD PARCEL 1

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHEAST QUARTER (NE-1/4) OF SECTION 1, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



ROAD PARCEL 1 DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 00°18'39" W, ALONG SAID SECTION LINE, A DISTANCE OF 61.00 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 01; THENCE S 00° 18' 39" W, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 1966.84 FEET, TO A POINT 63.82 FEET FROM THE QUARTER CORNER; THENCE N 89° 41' 21" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 39" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 1865.69 FEET, TO THE SOUTH LINE OF MID VALLEY ROAD AND A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 55'53", A DISTANCE OF 439.00 FEET, HAVING A RADIUS OF 439.00 FEET, AND WHOSE LONG CHORD BEARS N 88° 32' 44" E, A DISTANCE OF 37.77 FEET; THENCE S 89° 55' 19" E, A DISTANCE OF 0.75 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 71,878 SQ. FT., OR 1.650 ACRES

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET 3 OF 8

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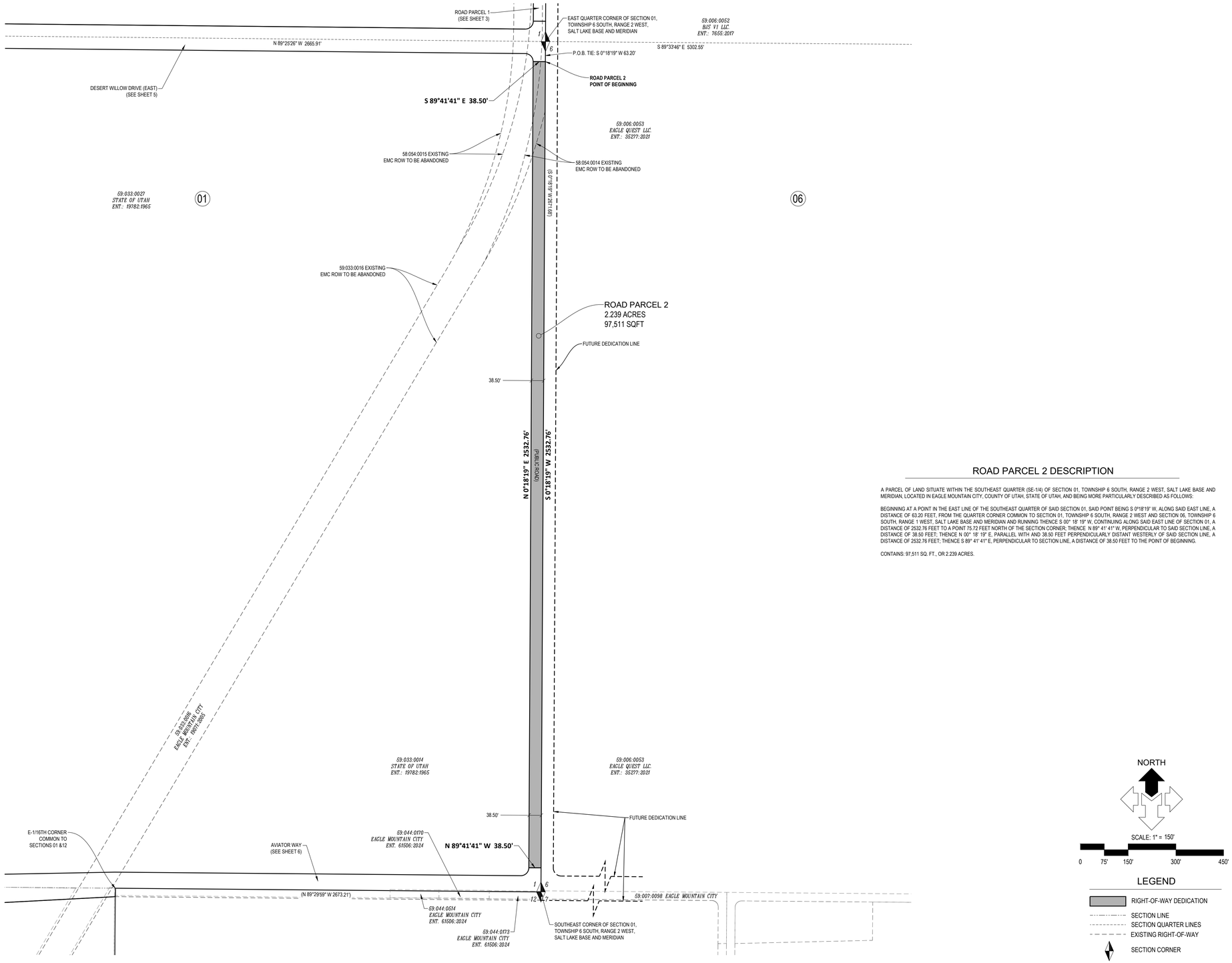
ROAD PARCEL 2

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 1, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



ROAD PARCEL 2 DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINS: 97,511 SQ. FT., OR 2.239 ACRES.

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET
4
OF
8

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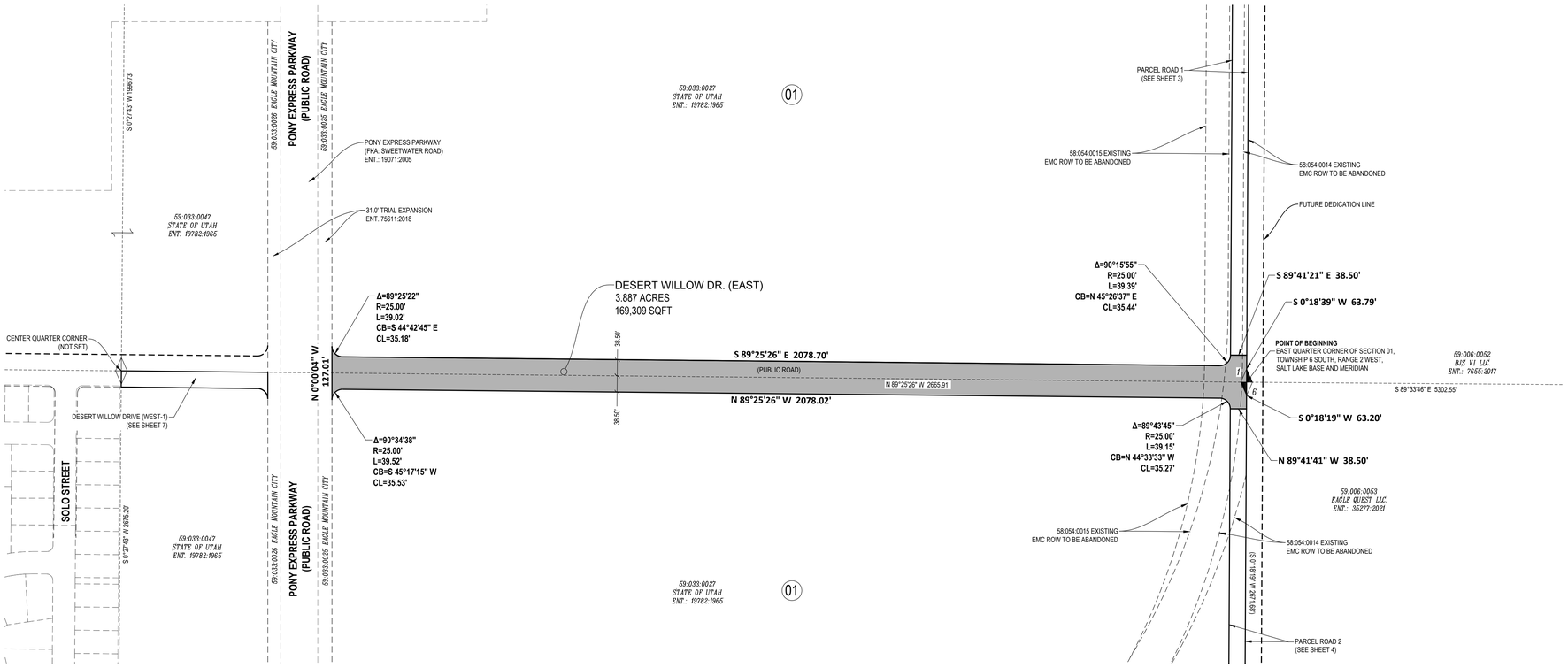
DESERT WILLOW DRIVE (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE EAST HALF (E-1/2) OF SECTION 1,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



DESERT WILLOW DRIVE (EAST) DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE EAST HALF (E-1/2) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING DESERT WILLOW DRIVE EAST OF PONY EXPRESS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 00° 18' 19" W, ALONG THE SECTION LINE, A DISTANCE OF 63.20 FEET; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 43' 45", A DISTANCE OF 39.15 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 44° 33' 33" W, A DISTANCE OF 35.27 FEET, TO A POINT OF TANGENCY; THENCE N 89° 25' 26" W, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.02 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 34' 38", A DISTANCE OF 39.52 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 45° 17' 15" W, A DISTANCE OF 35.53 FEET, TO THE EAST LINE OF PONY EXPRESS PARKWAY TRAIL EXPANSION PARCEL, RECORDED AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID EAST LINE, A DISTANCE OF 127.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 25' 22", A DISTANCE OF 39.02 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 44° 42' 45" E, A DISTANCE OF 35.18 FEET, TO A POINT OF TANGENCY; THENCE S 89° 25' 26" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT NORTHERLY OF AFORESAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.70 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 15' 55", A DISTANCE OF 39.39 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 26' 37" E FOR A DISTANCE OF 35.44 FEET; THENCE S 89° 41' 21" E, PERPENDICULAR TO THE EAST LINE OF SAID SECTION 01, A DISTANCE OF 38.50 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE S 00° 18' 39" W, ALONG SAID EAST LINE, A DISTANCE OF 63.79 FEET TO THE POINT OF BEGINNING.

CONTAINS: 169,309 SQ. FT., OR 3.887 ACRES.

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET 5 OF 8

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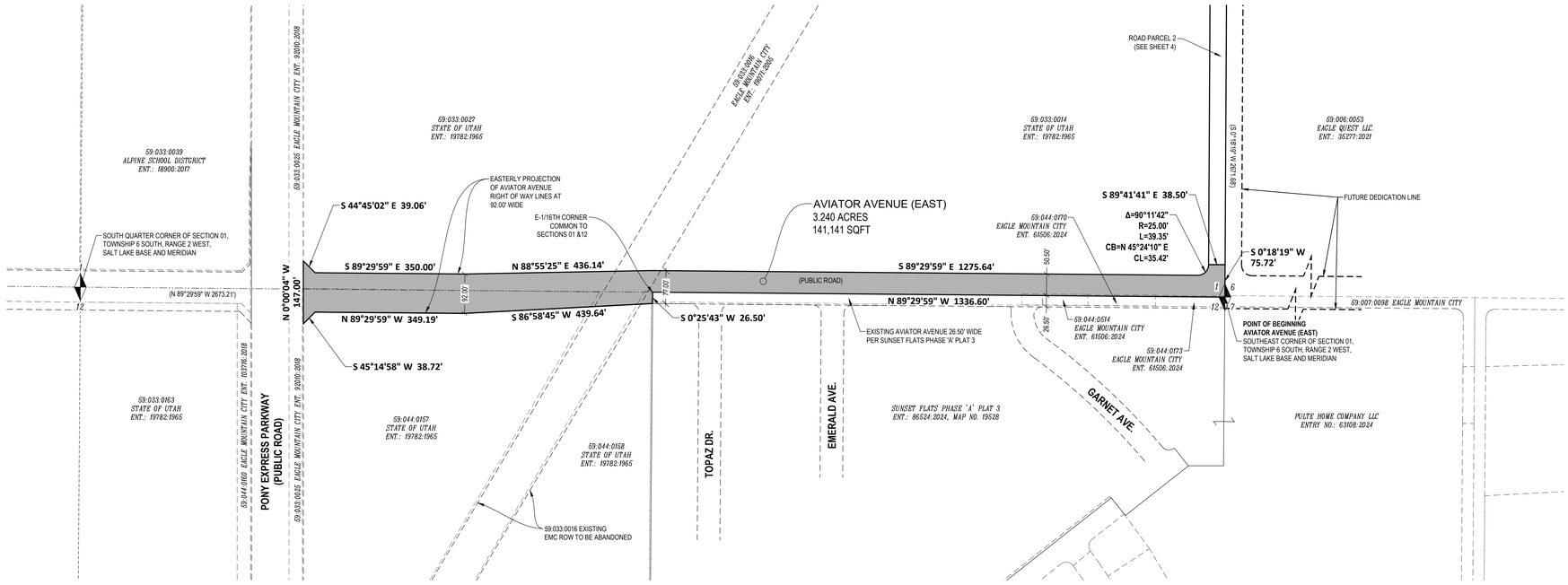
AVIATOR AVENUE (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 1,
AND THE NORTHEAST QUARTER (NE-1/4) OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



AVIATOR AVENUE (EAST) DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, AND THE NORTHEAST QUARTER (NE-1/4) OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING AVIATOR AVENUE, EAST OF PONY EXPRESS PARKWAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 01 & 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTIONS 06 & 07, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 89° 29' 59" W, ALONG THE SECTION LINE, A DISTANCE OF 1336.60 FEET, MORE OR LESS TO THE EAST SIXTEENTH (E-1/16TH) CORNER COMMON TO SAID SECTIONS 01 & 12; THENCE S 00° 25' 43" W, ALONG THE 1/16TH LINE AND THE EAST LINE OF THE STATE LANDS, A DISTANCE OF 26.50 FEET; S 86° 58' 45" W, A DISTANCE OF 439.64 FEET; THENCE N 89° 29' 59" W, A DISTANCE OF 349.19 FEET; THENCE S 45° 14' 59" W, A DISTANCE OF 38.72 FEET, TO EAST LINE OF PONY EXPRESS TRAIL EXPANSION RECORD AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID WEST LINE, A DISTANCE OF 147.00 FEET; S 44° 45' 02" E, FOR A DISTANCE OF 39.06 FEET; THENCE S 89° 29' 59" E, A DISTANCE OF 350.00 FEET; THENCE N 88° 55' 25" E, A DISTANCE OF 436.14 FEET; S 89° 29' 59" E, PARALLEL WITH AND 50.50 FEET PERPENDICULARLY DISTANT NORTHER OF AFORESAID SECTION LINE, A DISTANCE OF 1275.6435 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 11' 42", A DISTANCE OF 39.35 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 24' 10" E, A DISTANCE OF 35.42 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 89° 41' 41" E, PERPENDICULAR TO THE AFORESAID EAST LINE OF SECTION 01, A DISTANCE OF 38.50 FEET TO, TO THE SECTION LINE; THENCE S 00° 18' 19" W, ALONG SAID SECTION LINE, A DISTANCE OF 75.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 141,141 SQ. FT., OR 3.240 ACRES

SHEET
6
OF
8

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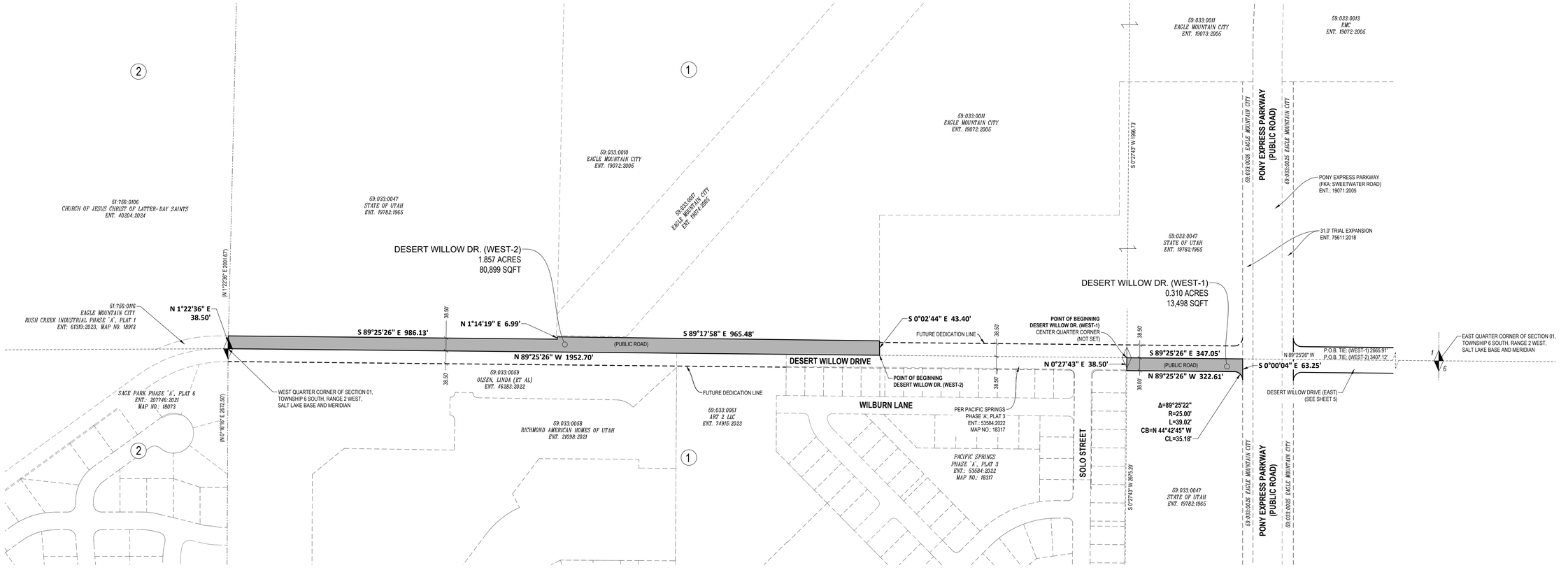
DESERT WILLOW DRIVE (WEST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHWEST QUARTER (NW-1/4) AND THE SOUTHEAST QUARTER (SE-1/4)
OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



DESERT WILLOW DRIVE (WEST) DESCRIPTIONS

(WEST-1):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2665.91 FEET TO THE CENTER OF SAID SECTION 1 AND THE POINT OF BEGINNING; THENCE SOUTH 89°25'26" EAST ALONG SAID QUARTER LINE, A DISTANCE OF 347.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF PONY EXPRESS PARKWAY; THENCE SOUTH 00°00'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 63.25 FEET TO THE BEGINNING OF A NON-TANGENT 25.00 FOOT-RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 39.02 FEET (CENTER = 89°25'22 AND CHORD BEARS: NORTH 44°42'45" WEST 35.18 FEET); THENCE NORTH 89°25'26" WEST, A DISTANCE OF 322.61 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST QUARTER, THENCE NORTH 00°27'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 38.50 FEET TO THE CENTER OF SECTION 1 AND THE POINT OF BEGINNING.

CONTAINS: 13,498 SQUARE FEET OR 0.310 ACRES.

(WEST-2):

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE EAST-WEST CENTER QUARTER SECTION LINE, A DISTANCE OF 3407.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'26" WEST CONTINUING ALONG SAID EAST-WEST LINE, A DISTANCE OF 1952.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 01°22'36" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 38.50 FEET; THENCE SOUTH 89°25'26" EAST, A DISTANCE OF 986.13 FEET; THENCE NORTH 01°14'19" EAST, A DISTANCE OF 6.99 FEET TO THE SOUTH LINE OF EAGLE MOUNTAIN CITY PROPERTY TAX ID: 59:033:0017, RECORDED AS ENT.: 19074:2005; THENCE SOUTH 89°17'58" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TAX ID: 59:033:0011, RECORDED AS ENT.: 19072:2005, A DISTANCE OF 965.48 FEET; THENCE SOUTH 00°02'04" EAST 43.40 FEET TO THE AFORESAID EAST-WEST CENTER QUARTER LINE AND THE POINT OF BEGINNING.

CONTAINS: 80,899 SF. / 1.857 AC.±

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET 7 OF 8

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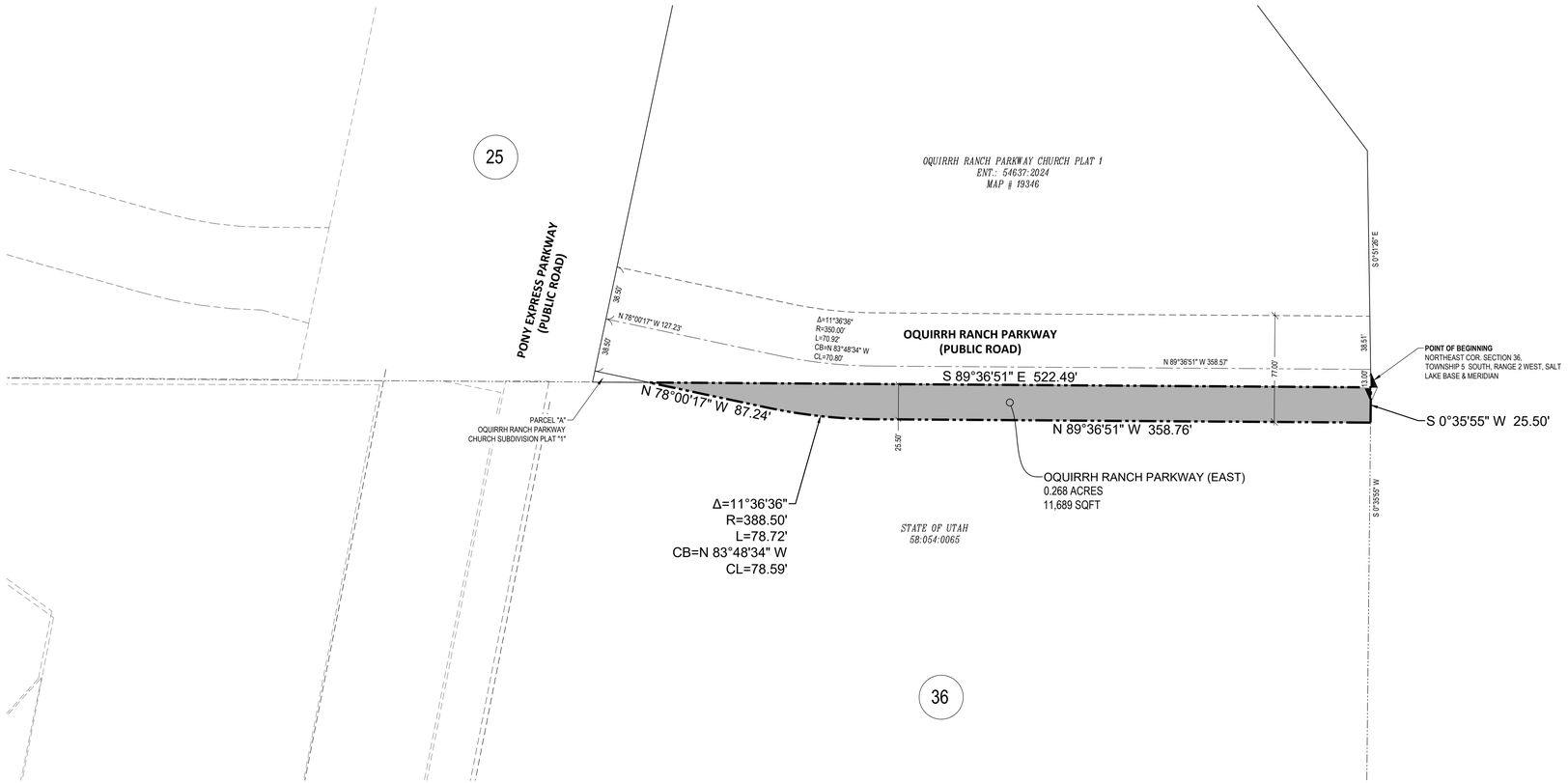
OQUIRRH RANCH PARKWAY (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHEAST QUARTER (NE-1/4)
OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



OQUIRRH RANCH PARKWAY (EAST) DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF OQUIRRH RANCH PARKWAY CHURCH SUBDIVISION PLAT "1", RECORDED AS 54637:2024, MAP # 19346, IN THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE SOUTH 00°35'55" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID OF SECTION 36, A DISTANCE OF 25.50 FEET; THENCE NORTH 89°36'51" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 358.76 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 388.50 FOOT-RADIUS TO THE RIGHT, A DISTANCE OF 78.72 FEET, THROUGH A CENTRAL ANGLE OF 11°36'36" (CHORD BEARS NORTH 83°48'34" WEST, A DISTANCE OF 78.59 FEET; THENCE NORTH 78°00'17" WEST, A DISTANCE OF 87.24 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 36 AND THE SOUTH LINE OF OQUIRRH RANCH PARKWAY CHURCH SUBDIVISION PLAT "1"; THENCE SOUTH 89°36'51" EAST, ALONG SAID SOUTH LINE OF OQUIRRH RANCH PARKWAY CHURCH SUBDIVISION PLAT "1", A DISTANCE OF 522.49 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 11,689 SQUARE FEET OR 0.268 ACRES

NORTH

SCALE: 1" = 50'

0 25' 50' 100' 150'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET
8
OF
8

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving a Right-of-Way Purchase and Settlement Agreement with Eagle Quest of Utah LLC.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$317,980
APPLICANT:	Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	2.446

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah Approving a Right-of-Way Purchase and Settlement Agreement with Eagle Quest of Utah LLC.

BACKGROUND:
The City is expanding Mid Valley Road on the west side of Pony Express Parkway. This agreement establishes the terms for acquiring the additional right-of-way needed to complete the planned roadway buildout. It also resolves a dispute related to a trespass that occurred during construction of an adjacent segment of the Mid Valley Road right-of-way. The purchase price is $130,000 per acre, and the agreement is consistent in form and approach with other recent right-of-way acquisitions completed by the City.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Agreement

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH APPROVING A RIGHT-OF-WAY PURCHASE AND SETTLEMENT AGREEMENT WITH EAGLE QUEST LLC OF UTAH

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a purchase agreement with Eagle Quest, LLC to purchase right-of-way for the expansion of Mid Valley Road, as set forth in Exhibit A.

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

1. The Purchase and Settlement Agreement with Eagle Quest LLC of Utah is approved, as set forth in Exhibit A.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 16th of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

RIGHT-OF-WAY PURCHASE AND SETTLEMENT AGREEMENT

This RIGHT-OF-WAY PURCHASE AND SETTLEMENT AGREEMENT ("**Agreement**") is made and entered as of the _____ day of _____, 2025 (the "**Effective Date**"), by and between Eagle Mountain City ("**City**" or "**Buyer**"), a political subdivision of the State of Utah; and Eagle Quest of Utah, LLC, a Utah limited liability company ("**Seller**"). The City and Seller are collectively referred to as the "**Parties**" and, individually as a "**Party**".

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 122.94 acres of undeveloped land located in the City, Utah County Parcel Number: 58:049:0048 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein ("**Land**").

B. City desires to acquire a portion of the Land for future expansion of Mid Valley Road ("**Road Expansion**") in the area described and depicted in **Exhibit B** ("**Property**") attached hereto and incorporated herein.

C. City had previously engaged Seller for the purpose of purchasing the Property for the Road Expansion. Due to employee turnover at the City, the purchase was never consummated.

D. Along the southern border of the Property, the City recently constructed an extension of Mid Valley road in the area described and depicted in **Exhibit C** ("**Road Extension**").

E. New employees for the City, believing that the purchase of the Property had been completed, authorized construction of the Road Extension. During the construction, the City and/or its contractors removed a fence belonging to the Seller, entered onto the Property, used the Property to facilitate construction of the Road Extension, and constructed a small portion of the Road Extension on the Property without the knowledge or permission of the Seller ("**Trespass**").

F. In lieu of any cause of action that the Seller might pursue against the City for the Trespass, Seller desires to sell, transfer and convey the Property to the City and provide a full release to the City for the Trespass, and the City desires to purchase and acquire the Property from Seller and be released from any liability relating to the Trespass upon and subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined

below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, "**Transfer**"). Property is being sold as is.

2. **Purchase Price.**

a. **Price Per Acre**. The total purchase price for the Property shall be Three Hundred and Seventeen Thousand Nine Hundred Eighty dollars ($317,980) ("**Purchase Price**") The Purchase Price is based on the gross acreage of 2.446 acres and a price of One Hundred and Thirty Thousand dollars ($130,000) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

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

c. **Construction of Road Expansion**. City shall be responsible for constructing the Road Expansion at its own expense, including any roadway, curb, gutter, parking strip, and sidewalk located within the Property. Notwithstanding the foregoing if Seller chooses to develop the land, Seller shall be responsible for all impact fees, including without limitation transportation impact fees that may be used towards the construction of the Road Expansion, lawfully imposed by the City or any other governmental entity.

d. **Easement**. City hereby grants and conveys to Seller, its successors and assigns, a non-exclusive easement ("**Easement**") for ingress and egress by foot and by vehicle over, upon, across, and through the Property. The Easement is granted solely for the purpose of providing access to the Land. Seller shall maintain the Easement area in good, passable condition and shall repair any damage to the servient property caused by Seller's use of the Easement. City shall not unreasonably interfere with Seller's use of the Easement for its intended purpose.

e. **Termination of Easement**. The Easement shall run with the land and be binding upon and inure to the benefit of the parties' successors and assigns. Notwithstanding the foregoing, the Easement shall terminate once the Road Expansion is constructed, is open for vehicular travel, and access to Land is available through the Road Expansion. The access provided to the Land after the Road Expansion need not be at the same location for the Easement to terminate but may be provided at any location on the Property that complies with City municipal code standards.

f. **Fencing**. The City, at its expense, shall install fencing contiguous to the fencing located on the southern boundary of the neighboring property to the west identified on the Utah County Recorder's Map as Parcel Id number 58:049:0108. The fencing shall be similar in style and quality as the neighboring property's fencing. The fencing shall include one access gate for the Seller to access the Land. The fencing is being installed on the Property. The City shall be entitled to move the fencing as necessary to construct the Road

Expansion.

3. **Release of Claims by the Seller.** The Seller, on its own behalf, and on behalf of its past, present, and future principals, shareholders, investors, members, officers, directors, managers, attorneys, agents, spouses, employers, employees, trustees, representatives, beneficiaries, servants, partners, parent and subsidiary corporations, affiliate corporations or companies, executors, successors, predecessors-in-interest, administrators, personal representatives, heirs, and assigns (all of whom together with the Seller are collectively referred to as the "**Releasing Parties**"), hereby forever release, discharge, and acquit the City, and any and all of its past, present, and future officers, employees, elected officials, attorneys, carriers, contractors, agents, spouses, representatives, beneficiaries, servants, partners, successors, predecessors-in-interest, administrators, and assigns (all of whom are collectively referred to as the "**Released Parties**") of and from any and all claims, awards, expenses, indemnification, demands, duties, damages, injuries, losses, loss of income, profits, expenditures, compensation, returns, costs, attorneys' fees, interest payments, liabilities, rights, subrogated interests, offset and recoupment rights, choses in action, actions, and all causes of action whatsoever (whether at law or in equity, whether known or unknown, asserted or unasserted, including without limitation injunctive or equitable relief), any award of actual, consequential, incidental, liquidated, economic, compensatory, or other types or categories of damages, any award of punitive or exemplary damages, any claims for attorneys' fees, costs, or expenses of litigation, and any other type of relief which any of them may have against any one or more of the Released Parties, including, without limitation, any and all claims arising out of or relating in any manner whatsoever to the claims that were or could have been asserted, or in any way directly or indirectly related to, connected with or arising out of any one or more of: (i) the Trespass; (ii) the Property; and (iii) the Land; and (iv) any all claims and liability that the Releasing Parties have claimed or that they could claim that it is owed relating to the Trespass. The Parties agree that this release is a broad release of all Claims relating to the Trespass.

   a. **Claims**. The terms "**Claim**" and "**Claims**" used in this Agreement are intended to be broadly and comprehensively defined as including any and all manner of civil or regulatory fault or liability whatsoever, whether or not presently asserted, and whether predating the effective date of this Agreement or arising or discovered or occurring in the future, based upon, arising out of or connected with any the facts on which any one or more of the Claims are based or the allegations and causes of action asserted or which could have been asserted by any one or more of the Releasing Parties against any one or more of the Released Parties in any future lawsuit, arbitration, or action, including, without limitation, to all conceivable civil, regulatory or statutory causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, express or implied warranties, negligence, controversies, agreements, promises, variances, trespasses, personal, property and economic injuries, pain and suffering, disability, loss of society, companionship or consortium, damages, costs, expenses, attorneys' fees, judgments, executions, and other obligations whatsoever, in law or in equity, whether or not presently asserted, including, without limitation, any and all claims arising out of or related in any way whatsoever to any one or more of: (i) the Trespass; (ii) the Property; and (iii) the Land; and (iv) any all claims and liability that the Releasing Parties have claimed or that they could claim that it is owed relating to the Trespass., whether any of those claims might be

disputed or undisputed, liquidated or unliquidated, contingent or not, known or unknown. The Parties acknowledge that (i) the release has been negotiated and this Agreement is being executed with conscious appreciation that unknown, unanticipated, unsuspected, and future claims, injuries and damages are being released, and (ii) the decision to release the Released Parties may be based upon incomplete or inaccurate factual, legal, or assumed information, the risk of which is being expressly assumed. For clarity, the term "Claims" does not include any causes of action available to any Party against any other Party based upon or arising out of any future breach of this Agreement.

b. **Release**. The release of an entity includes the entity's parent companies, subsidiary companies, successors, predecessors, assigns, administrators, affiliates, directors, officers, shareholders, trustees, managers, partners, general partners, limited partners, executive directors, members, partners, and principals (as applicable, dependent on the type of entity), as well as the entity's employees, agents, independent contractors, attorneys, insurance carriers, successors, and assigns. The individuals and entities also include all past, present, and future persons and entities described.

c. **Covenant not to Sue**. To effectuate the releases given and received, the Releasing Parties warrant, covenant and agree not to hereafter make or initiate any federal, state, or local civil, administrative, or regulatory report, complaint, action, arbitration, or proceeding concerning or based upon the subject matters of the releases, and warrant covenant and agree to immediately dismiss with prejudice any such federal, state, or local civil, administrative, or regulatory report, arbitration, complaint, action or proceeding.

d. **Waiver of Claims**. To further effectuate the releases given and received, the Releasing Parties covenant for the benefit of the Released Parties that they will not assert and hereby waive their right to assert any federal, state or local civil, administrative or regulatory reports, complaints, actions or proceedings against any one or more of the Released Parties and against third parties based upon or arising out of the subject matters of the claims released hereby or any of the factual allegations and theories of recovery asserted or which could have been asserted, that could result in the assertion of actions and causes of action against any more or more of the Released Party by a third party.

e. **New Information**. The Releasing Parties acknowledge that they might hereafter discover facts different from or in addition to those it now knows or believes to be true with respect to a claim or claims released herein, and they expressly agree to assume the risk that additional or different facts may be discovered at a later date, and agrees that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts, or any change in circumstances.

f. **Representations and Warranties**. Seller represents, warrants, and acknowledges to the Released Parties that as of the Effective Date of this Agreement:

i. Authority. The Seller has the right and authority on behalf of all the Releasing Parties to release the Released Parties.

ii. Other Claimants. No other person or entity has any interest in the claims, demands, obligations, and causes of action referred to in this Agreement, and the Seller has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, and causes of action referred to or released by this Agreement.

iii. Future Claims. There are no other persons or entities who now have or may hereafter acquire the rights of the Seller to proceed against the City, on any and all actions, claims, demands, obligations, cause of actions, or controversies arising out of or relating in any manner whatsoever to any of the claims, demands, obligations, and causes of action referred to in this Agreement.

4. **Title Commitment; Survey; Disclosures.**

a. **Title Commitment**. Seller shall provide a commitment ("**Title Commitment**") for an ALTA fee policy of title insurance ("**Title Policy**") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.

i. Objections. City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("**Title Objection Notice**"). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 4(a)(i) and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be "**Permitted Exceptions**' and shall not be considered objections to any matter contained in the Title Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.

ii. Written Notice. If City provides a written notice of objections in accordance with Section 4(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.

iii. Remedy. City's sole remedy for Seller's inability to convey title subject only to the Permitted Exceptions or to cure City's objections shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.

b. **Survey**. City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.

c. **Property Documents**. No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "Property Documents").

5. **Closing Costs; Prorations.**

a. **Timing**. The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "**Closing**" shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("Official Records").

b. **Place of Closing**. The Closing shall be consummated by Ryan Chatwin from Cottonwood Title (the "**Escrow Agent**") at their Lehi offices. At Closing, Seller shall deliver possession of the Property to City. Until the Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of the Closing.

c. **Closing Costs**. Seller shall pay for (1) all costs related to the removal of any monetary liens or other Objections or Obligatory Removal Exceptions, and (2) all property taxes related to the period prior to Closing, as calculated in accordance with Section 5(d). City shall pay for (1) the fee charged by Escrow Agent in connection with the Transfer and (2) the cost of the Title Policy and (3) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period after Closing as calculated in accordance with Section 5(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 5(c) are, collectively, the "**Closing Costs**."

d. **Real Estate Taxes**. Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, City shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

e. **Assessments**. Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.

f. **Special Assessments**. Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.

g. **Closing Statements**. The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.

6. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 6(a) through 6(b) as follows:

a. **Title**. The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.

b. **No Default**. Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 9.

7. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):

a. **Delivery of Closing Documents and Funds**. City shall have delivered or caused to be delivered to the Escrow Agent all of the documents and funds described Section 9.

b. **Representations and Warranties**. All representations and warranties of City contained in

this Agreement shall be true and correct in all material respects as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

c. **Performance of Covenants**. City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 7 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 13.

8. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

a. Title. Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.

b. Notice of Change of Circumstances. Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.

c. No Defaults; Maintenance of Property. Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

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

9. **Closing; Possession and Title.**

a. **Closing**. Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit D** attached hereto (the "Deed"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.

b. **Seller's Closing Documents**. On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):

i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit D**;

ii. A Closing Statement, duly executed and delivered by Seller;

iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;

iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and

v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.

c. **City's Closing Documents**. At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

i. Buyer's portion of the Closing Costs in accordance with Section 5 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;

ii. A Closing Statement, duly executed and delivered by City;

iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and

iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

10. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or

intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

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

    a. **Authority**. This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.

    b. **No Conflicts**. The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.

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

    d. **Material Information**. To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading. Escrow Agent will need to verify all documents to meet his satisfaction.

e. **Condemnation and Special Assessments**. To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.

f. **Bankruptcy**. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.

g. **Litigation; Liens**. There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.

h. **Compliance with Laws**. To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.

i. **Parties in Possession**. To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit construction of the Road Expansion on the Property. Seller will have option to develop adjacent property at its discretion.

j. **Environmental**. The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.

   i. To the actual knowledge of Seller, there are no active or abandoned wells on the Property;

   ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;

iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;

iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;

v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");

vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;

vii. To the actual knowledge of Seller, there are no private burial grounds located on the Property; and

viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

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

on, under or about the Property or properties adjacent thereto.

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

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

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

l. **Anti-Corruption**. To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

m. **Survival; Indemnification**. All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend

and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

12. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

a. **No Conflicts**. The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.

b. **Due Organization; Consent**. City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.

c. **Litigation**. There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.

d. **City's Authority; Validity of Agreements**. City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.

e. **OFAC**. City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be

listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

f. **Anti-Corruption**. Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

g. **Survival; Indemnification**. All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

13. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

a. **Default by City**. In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages, except under no circumstances does Seller waive damages or for trespass or taking of property without just compensation in the event that this Agreement is terminated without closing.

b. **Default by Seller**. In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.

14. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, City is expressly purchasing the Property in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to

determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

15. **General Provisions.**

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

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

b. **Non-Merger**. The terms of this Agreement shall merge into the Deed at Closing and shall not survive the Closing.

c. **Assignment**. City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. **Binding Agreement**. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.

e. **Headings, Captions, and Terms**. All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.

f. **Counterparts**. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of

which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.

g. **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

h. **Waiver of Breach**. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.

i. **Attorney's Fees**. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

j. **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

k. **Governing Law**. This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

l. **Venue**. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.

m. **Notices**. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section l5(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller:

Eagle Quest of Utah, LLC
Attn: Kurt Ostler
6616 W 10760 N, Suite B
Highland, UT 84003
kurtostler@yahoo.com

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

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

o. **Construction**. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

p. **Business Days**. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.

q. **Third-Party Beneficiaries**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

r. **Confidentiality**. The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.

s. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

t. **Time is of the Essence**. Time is of the essence to this Agreement, and every right or responsibility shall be performed within the times specified.

u. **Mutual Drafting**. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

v. **Entire Agreement**. This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

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

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST:

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

EAGLE QUEST OF UTAH, LLC
A Utah limited liability company

Kurt Ostler, Manager

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Land
Exhibit “B”	Legal Description and Depiction of Property
Exhibit “C”	Legal Description and Depiction of Road Extension
Exhibit “D”	Form of Quitclaim Deed

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

EXHIBIT "B"
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

EXHIBIT "C"
LEGAL DESCRIPTION AND DEPICTION OF ROAD EXTENSION

EXHIBIT "D"
FORM OF QUITCLAIM DEED

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Ratifying an Executed Purchase and Settlement Agreement with Steven G. Smith for the Acquisition of Right-of-Way for the Mid Valley Road Expansion.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$414,700
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	3.19 acres

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Ratifying an Executed Purchase and Settlement Agreement with Steven G. Smith for the Acquisition of Right-of-Way for the Mid Valley Road Expansion

BACKGROUND:
The City is expanding Mid Valley Road on the west side of Pony Express. This agreement sets the terms of sale for additional ROW for Mid Valley Road. The purchase price of the land is $130,000 per acre. This agreement is consistent in form with other right-of-way purchase agreements that the City has done recently.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Agreement

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, RATIFYING AN EXECUTED PURCHASE AND SETTLEMENT AGREEMENT WITH STEVEN G. SMITH FOR THE ACQUISITION OF RIGHT-OF-WAY FOR THE MID VALLEY ROAD EXPANSION

PREAMBLE

WHEREAS, Eagle Mountain City is undertaking the expansion of Mid Valley Road to improve transportation capacity, public safety, and long-term connectivity within the community; and

WHEREAS, additional right-of-way ("ROW") is required on the west side of Pony Express Parkway in order to complete the Mid Valley Road expansion as planned; and

WHEREAS, the City and the property owner have negotiated an agreement establishing the terms and conditions for the City's acquisition of the necessary ROW, including a purchase price of $130,000 per acre for 3.19 acres; and

WHEREAS, the agreement has already been executed in order to maintain project timelines and ensure the timely advancement of the Mid Valley Road improvements; and

WHEREAS, the City Council finds that ratifying the executed agreement is in the best interest of the City and promotes efficient completion of critical infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that the executed Purchase and Settlement Agreement with Steven G. Smith for the Acquisition of Right-of-Way for the Mid Valley Road Expansion, attached hereto as Exhibit A, is hereby ratified and approved. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 16th of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT ("**Agreement**") is made and entered as of the 25th the day of November, 2025 (the "**Effective Date**"), by and between Eagle Mountain City ("**City**" or "**Buyer**"), a political subdivision of the State of Utah; and Steven George Smith, aka Steve G. Smith ("**Seller**"). The City and Seller are collectively referred to as the "**Parties**" and, individually as a "**Party**".

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately **433.52 acres** of undeveloped land located in the City identified on the Utah County Recorder's Map as **Utah County Parcel Number 58:049:0108** ("**Land**").

B. City desires to purchase from Seller approximately **3.19 acres** of the Land as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein ("**Property**") to extend Mid Valley Road **("Road Extension")** into the Property to be acquired from the Seller.

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

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

AGREEMENT

1. **Sale.**

   a. **Sale of Property.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below).

2. **Purchase Price and Additional Consideration.**

   a. **Price Per Acre of Property**. The total purchase price for the Property shall be **four hundred fourteen thousand seven hundred dollars ($414,700)** ("**Property Purchase Price**") The Property Purchase Price is based on the gross acreage of **3.19 acres** and a price of **one hundred thirty thousand dollars ($130,000)** per acre. The

Property Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Property Purchase Price.

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

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

a. **Title Commitment**. Seller shall provide a commitment ("**Title Commitment**") for a standard ALTA owner's policy of title insurance ("**Title Policy**") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.

i. Objections. City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("**Title Objection Notice**"). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be "**Permitted Exceptions**" and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.

ii. Written Notice. If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s), with any costs to be incurred by Seller in curing such objections, including legal costs, to be borne by City; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.

iii. Remedy. City's sole remedy pursuant to this Agreement for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City's objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller's Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.

b. **Survey**. City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.

c. **Property Documents**. No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property and the Easement Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "**Property Documents**").

4. **Closing Costs; Prorations.**

a. **Timing**. The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "**Closing**" shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("**Official Records**").

b. **Place of Closing**. The Closing shall be coordinated by Eagle Mountain City c/o Fionnuala Kofoed (the "**Escrow Agent**"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Because this agreement arises due to City needs, City shall pay all of Seller's fees and expenses in connection with this Agreement including, without limitation, diligence costs, and recording fees. City shall pay all Closing Costs (as defined below).

c. **Closing Costs**. City shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a). Seller shall pay all prorated property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall also pay for (1) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens Seller agreed to cure pursuant to Section 3.a.ii(a), and (2) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Buyer shall pay related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the "**Closing Costs**."

d. **Real Estate Taxes**. Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Land or the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, City shall pay for all such taxes at Closing.

e. **Assessments**. Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.

f. **Special Assessments**. Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.

g. **Closing Statements**. The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the **"Closing Statement")** to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.

5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:

a. **Title**. The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at City's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.

b. **No Default**. Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have

delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):

   a. **Delivery of Closing Documents and Funds**. City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately available funds (wire, transfer, certified/cashier's check, etc.).

   b. **Representations and Warranties**. All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

   c. **Performance of Covenants**. City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

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

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

   a. **Title**. Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.

   b. **Notice of Change of Circumstances**. Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3)

makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.

c. **No Defaults; Maintenance of Property**. Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

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

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

a. **Closing**. Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a warranty deed in the form of **Exhibit B** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing. Seller shall also convey the Access and Utility Easement to City at closing. City shall have the right to record this Agreement on the Easement Property following closing to document the existence of the Access and Utility Easement.

b. **Seller's Closing Documents**. On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):

i. A warranty deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit B**;

ii. A Closing Statement, duly executed and delivered by Seller;

iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;

iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind

Seller as may reasonably be required by the Title Company or City; and

v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.

c. **City's Closing Documents**. At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

i. The Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;

ii. A Closing Statement, duly executed and delivered by City;

iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and

iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

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

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

a. **Authority**. This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, and (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that she owns fee simple title to the Property and the Easement Property.

b. **No Conflicts**. The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or

constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, the Easement Property, or the Option Property, or otherwise.

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

d. **Material Information**. To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property or the Easement Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.

e. **Condemnation and Special Assessments**. To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property or the Easement Property, by eminent domain or (ii) special assessments that would affect the Property or the Easement Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property or the Easement Property.

f. **Bankruptcy**. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.

g. **Litigation; Liens**. There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or the Easement Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or the Easement Property or any portion thereof.

h. **Compliance with Laws**. To the actual knowledge of Seller, the Property and Easement Property are in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each,

an "**Authority**") having jurisdiction over the Property or the Easement Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or the Easement Property or any portion thereof that may result in any violation of any Laws applicable to the Property or the Easement Property if it were disclosed to an Authority.

i. **Parties in Possession**. To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and the Easement Property and no other party occupies any portion of the Property or the Easement Property or has any valid claim or interest in possessing the Property or the Easement Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property or the Easement Property for municipal purposes.

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

   i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property or the Easement Property;

   ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property or the Easement Property;

   iii. To the best of Seller's actual knowledge, the Property and the Easement Property, have never been used as a landfill, dump or industrial or solid waste disposal area;

   iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property or the Easement Property, and there is no basis for any such action or proceeding;

   v. To the best of Seller's actual knowledge, the Property and the Easement Property are in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");

vi. To the best of Seller's actual knowledge, no Waste is currently used, stored or disposed of on the Property or the Easement Property;

vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property or the Easement Property; and

viii. To the best of Seller's actual knowledge, each of the Property, Easement Property, and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller, the Property, or the Easement Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or the Easement Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

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

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

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

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

l. **Anti-Corruption**. To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

m. **Survival; Indemnification**. All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

a. **No Conflicts**. The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document

or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property or the Easement Property.

b. **Due Organization; Consent**. City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.

c. **Litigation**. There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.

d. **City's Authority; Validity of Agreements**. City has or will have prior to the Closing full right, power and authority to purchase the Property and the Access and Utility Easement from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.

e. **OFAC**. City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

f. **Anti-Corruption**. Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti- bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable

procedures to ensure the foregoing.

g. **Survival; Indemnification**. All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty or any other matter related to or set forth in this Agreement.

12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

a. **Default by City**. In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.

b. **Default by Seller**. In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to sue or obtain monetary damages, punitive damages, consequential damages, or special damages.

13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property and the Easement Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property and the Easement Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and the Easement Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase

Price is fair and adequate consideration for the Property and the Access and Utility Easement and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property and the Easement Property.

14. **General Provisions.**

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

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

b. **Non-Merger**. The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.

c. **Assignment**. City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. **Binding Agreement**. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.

e. **Headings, Captions, and Terms**. All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.

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

g. **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable,

or invalid provision shall not affect the other provision of this Agreement.

h. **Waiver of Breach**. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.

i. **Attorney's Fees**. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

j. **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

k. **Governing Law**. This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

l. **Venue**. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.

m. **Notices**. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 14(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller: Steven George Smith (aka Steven G. Smith)
C/O 9303 West 8800 North
Lehi, UT 84043

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

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

o. **Construction**. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

p. **Business Days**. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.

q. **Third-Party Beneficiaries**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

r. **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.

s. **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.

t. **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.

u. **Entire Agreement**. This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Miscellaneous.**

a. The City acknowledges that Seller may seek and qualify for certain tax benefits. Seller shall have the sole responsibility to claim and qualify for any tax benefits. The City shall reasonably cooperate with Seller to the maximum extent allowable under law to allow Seller to take advantage of any such tax benefits.

16. **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.

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

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

STEVEN GEORGE AKA STEVEN G. SMITH

STEVEN GEORGE SMITH

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

STEVEN GEORGE AKA STEVEN G. SMITH

STEVEN GEORGE SMITH

TABLE OF EXHIBITS

Exhibit "A"	Legal Description and Depiction of Property
Exhibit "B"	Form of Warranty Deed

Exhibit "A"

EXHIBIT A
Legal Description

A PART OF A PARCEL AS IN THAT CERTAIN WARRANTY DEED ENTRY NO 5572-1993 BEING LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, AND THE EAST LINE OF A PARCEL OF LAND OWNED BY UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. S-R399(461)0, PARCEL NO. R399:912B:T, AS SHOWN IN WARRANTY DEED 90867:2024, OFFICIAL RECORDS, SAID POINT BEING S 88°58'06" E ALONG SAID SOUTH LINE 415.06 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 35, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 3212.50 FEET, AND A RADIAL BEARING OF N 84°21'21" W (CHORD N 5°05'56" E 61.15 FEET); THENCE NORTHERLY ALONG THE SAID EAST LINE OF SAID UTAH DEPARTMENT OF TRANSPORTATION PARCEL F399:912B:T A DISTANCE OF 61.15 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°05'27"; THENCE S 88°58'06" E 2,224.42 FEET, TO THE EAST LINE OF SAID PARCEL; THENCE S 1°50'59" W ALONG SAID EAST LINE 61.01 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE N 88°58'06" W ALONG THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 2,227.88 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Mail Recorded Deed & Tax Notice To:
Eagle Mountain City

UT

COTTONWOOD TITLE

File No.: 195010-RCP

WARRANTY DEED

Steven George Smith aka Steven G. Smith,

GRANTOR(S), of Lehi, State of Utah, hereby conveys and warrants to

Eagle Mountain City,

GRANTEE(S), of Eagle Mountain, State of Utah

for the sum of Ten and no/100 ($10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Utah County**, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 58-049-0108 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2025 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Dated this 14th day of November, 2025.

_____
Steven George Smith

STATE OF UTAH

COUNTY OF UTAH

On this _____, before me, personally appeared Steven George Smith aka Steven G. Smith, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

_____
Notary Public

EXHIBIT A
Legal Description

A PART OF A PARCEL AS IN THAT CERTAIN WARRANTY DEED ENTRY NO 5572-1993 BEING LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, AND THE EAST LINE OF A PARCEL OF LAND OWNED BY UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. S-R399(461)0, PARCEL NO. R399:912B:T, AS SHOWN IN WARRANTY DEED 90867:2024, OFFICIAL RECORDS, SAID POINT BEING S 88°58'06" E ALONG SAID SOUTH LINE 415.06 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 35, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 3212.50 FEET, AND A RADIAL BEARING OF N 84°21'21" W (CHORD N 5°05'56" E 61.15 FEET); THENCE NORTHERLY ALONG THE SAID EAST LINE OF SAID UTAH DEPARTMENT OF TRANSPORTATION PARCEL F399:912B:T A DISTANCE OF 61.15 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°05'27"; THENCE S 88°58'06" E 2,224.42 FEET, TO THE EAST LINE OF SAID PARCEL; THENCE S 1°50'59" W ALONG SAID EAST LINE 61.01 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE N 88°58'06" W ALONG THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 2,227.88 FEET TO THE POINT OF BEGINNING.

ENT 93988:2025 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Dec 02 03:32 PM FEE 0.00 BY KC
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

Mail Recorded Deed & Tax Notice To:
Eagle Mountain City, a Utah municipal corporation
1650 East Stagecoach Run, Attn: Fionnuala B. Kofoed, CMC / City Recorder
Eagle Mountain, UT 84005

COTTONWOOD TITLE

File No.: 195010-RCP

CORRECTIVE WARRANTY DEED

Steven George Smith aka Steven G. Smith,

GRANTOR(S), of Lehi, State of Utah, hereby conveys and warrants to

Eagle Mountain City, a Utah municipal corporation,

GRANTEE(S), of Eagle Mountain, State of Utah

for the sum of Ten and no/100 ($10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Utah County**, State of Utah:

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TAX ID NO.: 58-049-0108 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2025 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

This deed is being recorded to attach the city acceptance letter, which was not attached to 92454:2025.

[Signature on following page]

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Utah County
HEART of UTAH

Utah County Recorder
100 East Center Street, Room 1300
Provo, UT 84606
Phone: (801) 851-8179

Janaya Webb
Deputy County Recorder
janayaw@utahcounty.gov
(801) 851-8335

Notice of Discrepancy

December 2, 2025

EAGLE MOUNTAIN CITY
KOFOED, FIONNUALA
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005

RE: Document Entry Number 92454-2025

Frequently in the treatment of documents, errors are detected. Sometimes these errors may affect the transaction and the purpose for which the document was recorded. When these discrepancies are noticed by our office, we will try to notify those who may be interested as a courtesy. (Please note that the attached document is a copy of the original that was recorded.)

An examination of this document discloses the following discrepancy:

Parcel 58:049:0108: ***Notice***

Needs acceptance letter from city in order to convey. Unable to operate document.

ENT 92454:2025 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Nov 25 02:51 PM FEE 0.00 BY KC
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

Mail Recorded Deed & Tax Notice To:
Eagle Mountain City, a Utah municipal corporation
1650 East Stagecoach Run, Attn: Fionnuala B. Kofoed, CMC / City Recorder
Eagle Mountain, UT 84005

COTTONWOOD TITLE

File No.: 195010-RCP

WARRANTY DEED

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GRANTEE(S), of Eagle Mountain, State of Utah

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SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 58-049-0108 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2025 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Dated this ~~24th~~ 25 day of November, 2025.

Steven George Smith

STATE OF UTAH

COUNTY OF UTAH

On this 11/25/25, before me, personally appeared Steven George Smith aka Steven G. Smith, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public

RYAN T CHATWIN
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires November 10, 2029
COMMISSION NUMBER 745651

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Creating Chapter 17.64, Alternative Energy Overlay Zone, in the Eagle Mountain Municipal Code.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING
Yes

PREPARED BY
Evan Berrett, Economic Development Director

PRESENTED BY
Evan Berrett

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Creating Chapter 17.64, Alternative Energy Overlay Zone, in the Eagle Mountain Municipal Code.

BACKGROUND:
Staff has worked to create an overlay zone that would allow for the siting of energy projects of various types such as geothermal, solar, battery, natural gas, and nuclear in the city where deemed appropriate and feasible. The need for energy worldwide has grown tremendously, and besides the needs data centers have, energy availability is now the primary factor by which industries of all types are selecting new locations for manufacturing, distribution, research and development, and various other facilities. This overlay zone provides an opportunity for Eagle Mountain to attract preferred safe, clean, and renewable energy sources to the community to ensure the needs of its residents are met. These needs can include reliable energy, a better-distributed tax base, increased revenues for the city to improve services and infrastructure development, the addition of hundreds of jobs from both the energy generation and the companies that come for that energy, and so much more.

Within the text of this overlay zone, the City Council and the public will find that many of the previous concerns about amending the RTI Overlay zone were addressed in this new Alternative Energy Overlay Zone. The overlay requires demonstration of federal and state approvals, high standards for safety and security, and much more. Most importantly, staff is not proposing any locations be given this overlay zone at this time and we do not intend to pre-zone an area with this overlay. This new overlay would be based on request once the work has already been done by other regulatory bodies to verify a site. Staff believes this is the right approach and should be considered a great opportunity for the city.

ITEMS FOR CONSIDERATION:

- This overlay zone is not being proposed to be placed on any property at this time.
- Eagle Mountain City's approved new annexation plan would allow for the city to annex land much further south and place the overlay zone much further from existing and future population if desired. This is important because while we want ensure power generation is appropriately distant from homes, we don't want to lose potential control over approval of them. Without Eagle Mountain involved, energy projects can still be sited just outside our borders, and we rely on the County and the State to "do the right thing" and we must trust that they will consider the interests of Eagle Mountain. Therefore, having this overlay and our annexation plan, we both provide opportunity and protection.
- This overlay zone does not remove entirely the review and approval processes. It expedites where it makes sense to do so, but still affords local officials plenty of opportunity to weigh in on anything that concerns them.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission forwarded a positive recommendation.

ATTACHMENTS:
1. Ordinance
2. Exhibit A

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, CREATING CHAPTER 17.64, ALTERNATIVE ENERGY OVERLAY ZONE (AEOZ) IN THE EAGLE MOUNTAIN MUNICIPAL CODE

PREAMBLE

WHEREAS, Eagle Mountain City seeks to support responsible long-term planning for utility infrastructure and power generation within its boundaries; and

WHEREAS, the City is proposing the creation of an overlay zone, to be known as the Alternative Energy Overlay Zone (AEOZ), to establish a regulatory framework for evaluating and permitting a variety of power generation facilities at approved locations; and

WHEREAS, the AEOZ outlines specific standards, requirements, and restrictions applicable to power generation development, including demonstration of compliance with all necessary state and federal approvals; and

WHEREAS, establishing the AEOZ will provide clarity, predictability, and safeguards for both applicants and the public regarding future proposals involving alternative energy or power generation facilities.

NOW THERFORE 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 to create Chapter 17.64, Alternative Energy Overlay Zone (AEOZ), within the Eagle Mountain Municipal Code, as set forth in Exhibit A.

2. The enactment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 16th day of December, 2025.

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

_____

Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.64

ALTERNATIVE ENERGY OVERLAY ZONE

Sections:

17.64.010 Purpose.
17.64.020 Definitions.
17.64.030 Application for rezoning.
17.64.040 Special approval process.
17.64.050 Land use table.
17.64.060 Temporary uses.
17.64.070 Battery Energy Storage Systems.
17.64.080 Geothermal Power Plants.
17.64.090 Natural Gas Power Plants.
17.64.100 Small Modular Reactors.
17.64.110 Solar Energy Projects.
17.64.120 Development standards.
17.64.130 Building facade architectural standards.

17.64.010 Purpose.

The alternative energy overlay zone (AEOZ) is intended to provide for the development and operation of energy projects that will help meet the growing energy demands in the city, increase the tax base, and/or provide jobs for the city's residents. The AEOZ may be used in conjunction with the regional technology and industry (RTI) overlay zone. The standards and processes of the base or underlying zone shall be applicable unless modified or replaced by the RTI as described in EMCC Chapter 17.48 or as modified or replaced by this chapter. In the event of a conflict between this chapter, the RTI, and/or the underlying zone, the order of precedence shall be the following: 1) AEOZ, 2) RTI, and 3) underlying zone.

17.64.020 Definitions.

As used in this chapter:

"Alternative Energy Project" means one of the following:

a. Battery Energy Storage System

b. Geothermal Power Plant

c. Natural Gas Power Plant

d. Small Modular Reactor

e. Solar Energy Project

"Battery Energy Storage System(s) (BESS)" means one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a

stand-alone 12-volt car battery or an electric motor vehicle, together with all Battery Energy Storage System Facilities. A battery energy storage system may be comprised of more than one storage battery technology in a room or enclosed area and may include Power Lines and backup diesel generators.

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

“Cooling Tower” means an evaporative or air-cooling system designed to augment the cooling during high ambient temperature conditions.

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

“Geotechnical Report” means a detailed engineering study evaluating subsurface soil, rock, and groundwater conditions to inform design and construction.

“Geothermal Energy” means energy generated by Geothermal Resources that are contained in the earth.

“Geothermal Power Plant” means a facility that uses Geothermal Resources to produce electricity including through the use of a Generating Unit. A Geothermal Power Plant may include Electrical Substations Power Lines, and other ancillary equipment.

“Geothermal Resource” means the following: (1) the natural heat of the earth at temperatures greater than 120 degrees centigrade; and/or (2) the energy, in whatever form, including pressure, present in, resulting from, created by, or which may be extracted from that natural heat, directly or through a material medium.

"Generating Unit" means equipment used to convert heat provided by Geothermal Resources into electricity consisting of an evaporator, condenser, turbine, induction generator, cycle-pump, system controls, control valves, piping and other ancillary buildings and equipment used to convert Geothermal Resources into electricity, including but not limited to components of a dry steam, binary cycle, or flash steam system.

“Hazardous Materials” means any substance designated as a hazardous material under 49 C.F.R. 172.101.

“Natural Gas Power Plant” means a facility designed and used for converting natural gas into electricity, together with all ancillary buildings and equipment systems and infrastructure for

cooling, emissions controls, and the delivery, including, without limitation, transmission and distribution pipelines, and storage of natural gas. A Natural Gas Power Plant does not include facilities for the extraction or refinement of natural gas but may include Electrical Substations and Power Lines.

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

"RTI" means the Regional Technology and Industry overlay zone as described in Eagle Mountain City Code Chapter 17.48.

"Seismic Hazard Assessment" means an analysis of the likelihood and potential impacts of earthquakes and related ground failures at the proposed site.

"Small Modular Reactors" mean a compact nuclear fission plant facility designed for generating up to 500 megawatts of electricity, together will all ancillary systems and infrastructure for the balance of the plant facility, including cooling, fuel storage, Electrical Substations, Power Lines and other ancillary buildings and equipment. Multiple Small Modular reactors may be co-located on one site subject to state and federal regulations.

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

"Water Use Assessment" means detailed estimates of water withdrawal, consumption, and return flows for all phases of the project, including drilling, operation, and cooling. This should specify sources (e.g., groundwater, surface water, municipal supply) and quantify expected volumes.

17.64.030 Application for rezoning.

A. Eligibility. Only property owners or their duly authorized agent shall make application for a rezoning of property on forms prepared by the Planning Director. No rezoning of property shall be processed without the submission of the application, all the supporting materials required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstance.

B. Development Agreement. Prior to or concurrent with any rezone approval, the applicant must enter into a development agreement or amend an existing development agreement with Eagle Mountain City governing which types of Alternative Energy Projects will be allowed, site use designations for each parcel, buffering and setback requirements, and any other restrictions being placed on the development to insure that the development furthers the purposes of this chapter. All approvals from the City Council applying the AEOZ to a property shall be contingent upon the execution or amendment of the development agreement. No right to develop under the AEOZ

shall vest within the meaning of Utah common law or Utah Code Annotate Section 10-9a-509, as amended, shall occur until the development agreement is executed or amended.

C. Supporting Materials. The rezoning of property application shall be submitted with the materials listed in this section. The Planning Director and Planning Commission may determine and require that additional items not listed herein be submitted in order to evaluate the proposed rezoning application. If the applicant believes that some of the required supporting materials are not applicable, then they may submit a written statement to identify and clarify why they believe these materials are not needed for review of the project. Upon review of this statement, the Planning Director may approve the waiving of certain materials that are not found to be applicable to the project. The following materials must be submitted with a complete application, unless otherwise waived as allowed herein. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the Planning Director.

1. Legal Description. A legal description of the property.

2. Vicinity Map. A vicinity map showing the approximate location of the subject parcel with relation to the other major areas of the city.

3. Existing Conditions. A map showing the existing physical characteristics of the site including waterways, geological information, fault lines, general soil data, and contour data at two-foot intervals.

4. Narrative. A project description, including the type(s) of energy facility(ies) being proposed.

5. General Plan Compliance. A compatibility statement in an acceptable format that demonstrates that the proposed rezone complies with the general plan.

6. Preliminary site, utility, and transportation plan.

7. Anticipated permitting timeline.

8. A Water Use Assessment, unless waived.

9. A list of any and all water rights which may be appurtenant to or used upon and in connection with the Alternative Energy Project.

10. Any other materials requested by the Planning Director or required under the AEOZ site plan process.

D. Criteria for Approval. The rezone application shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of facts. In addition to any other criteria that may be relevant, the City Council in determining whether to rezone a property to apply the AEOZ shall consider the following:

1. Compliance with General Plan. The requested zones are consistent with the land uses shown on the general plan's future land use and transportation corridor map and comply with the policies and provisions of the city general plan.

2. Compatibility Determination. The proposed uses will be reasonably compatible with adjacent land uses. The project has been designed, sited, and conditioned to minimize adverse visual, noise, environmental, or traffic impacts on adjacent properties, especially residential uses.

3. City Services. The proposed use can be accommodated with public services and will not overburden the city's service capacity.

4. Traffic Generation. Traffic generation by the proposed use is within capabilities of streets serving the property.

5. Property Values. The proposed use is not expected to have a significant negative impact on surrounding property values.

6. Contributes to Local or Regional Energy Generation. The project shall be designed to generate, store, or transmit electrical energy that will serve Eagle Mountain City facilities, residents, development in the RTI Overlay or businesses directly and/or contribute to the regional power grid in a way that advances the City's energy independence, sustainability goals, or emergency resilience.

17.64.040 Special approval process.

Projects will generate at least 25 MW of electricity within a single phase of development. Projects that meet this requirement shall follow the special approval process outlined below. All other projects shall follow the approval process outlined in Chapter 17.100 EMMC and other applicable chapters. The AEOZ special approval process shall be as follows:

A. AEOZ Site Plan Application. Following approval of a development agreement, project applicants shall submit a complete AEOZ site plan application (required) and a final plat application (if subdividing property as part of the project).

B. Development Review Committee ("DRC") Review. Upon receipt of a complete application, the DRC shall review all aspects of the application and provide the applicant with initial required changes within five business days. The DRC shall provide feedback or a final decision within five business days of each submittal or resubmittal, and may approve the application with conditions to be completed during construction or require resubmittal with changes prior to approval.

1. The DRC is chaired by the Planning Director, or his/her designee, and includes, at a minimum, the city attorney, the department heads or an assigned representative from public utilities, engineering, community development, and a representative of Unified Fire Authority. The city council member that is appointed as the board liaison to the DRC will serve as DRC liaison for projects within the AEOZ. The Planning Director shall have authority to issue decisions or approvals on behalf of the DRC after consulting with the DRC members.

C. Grading and Excavation. A permit for grading and excavation may be issued, at the applicant's risk, prior to site plan approval by the DRC.

D. Approval Authority. AEOZ site plans and final plats are administrative applications, and the DRC has final approval authority for AEOZ applications. No public hearings are required.

17.64.050 Land use table.
The land use table below identifies various land uses that are permitted or special uses in the AEOZ. Uses that are not listed in the table are prohibited.

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

Blank or not listed = Prohibited

Table 17.65.050 – Use Table

Land Use	AEOZ
Battery Energy Storage System, including all Battery Energy Storage System Facilities	P
Electrical Substations	P
Geothermal Power Plant	P
Natural Gas Power Plant, including closed water loop or air cooled simple cycle, combined cycle, and fuel cell.	P
Power Lines	P
Small Modular Reactor	P
Solar Energy Project	P

17.64.060 Temporary uses.
Temporary concrete batch plants, materials processing equipment, trailers and temporary structures, and other similar temporary uses may be approved by the DRC as part of the AEOZ site plan approval if the batch plant or materials processing is located at least one-half mile (2,640 feet) from any existing residence or residential lot within an approved residential subdivision. The temporary uses will only be allowed during active construction of the site and construction of buildings with an active building permit, and only to provide materials for use on the property or for off-site public or private improvements related to the construction on the property. The DRC may impose conditions or restrictions on the batch plant or materials processing to protect the health, safety, and welfare of the public. Temporary uses that are no longer necessary for the construction of the project or associated infrastructure will be required to be removed within a reasonable time frame following notification, considering the scale and complexity of the temporary use.

17.64.070 Battery Energy Storage Systems.
Development and operation of a BESS Facility must be found to conform to the following requirements:

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

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

C. There is no minimum open space requirement for a BESS Facility.

D. Applicant shall provide enough parking so that there is 1 stall per person employed on highest employee shift. Parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

E. Battery Energy Storage Systems shall comply with the building height limitations for principal structures of the underlying zoning district or RTI overlay zone, whichever is higher.

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

G. Lighting of BESS Facilities shall be limited to that minimally required for safety and operational purposes and shall comply with EMMC Chapter 17.56.

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

I. Battery Energy Storage Systems and equipment shall be listed by a Nationally Recognized Testing Laboratory.

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

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

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

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

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

L. BESS Facility components and equipment shall comply with all applicable City noise and nuisance codes.

M. Applicant shall prepare and submit the following materials prior to obtaining a building permit for a BESS Facility:

1. A site plan prepared in accordance with the AEOZ site plan requirements.

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

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

4. A Geotechnical Report and Seismic Hazard Assessment.

a. The Geotechnical Report shall include the following:

1. Site description and proposed development plans.

2. Results of subsurface investigations (e.g., borings, test pits, laboratory testing).

3. Soil and rock classification, groundwater conditions, and geologic hazards.

4. Engineering analysis of bearing capacity, settlement, slope stability, and liquefaction potential.

5. Identification of any site-specific geologic hazards (e.g., landslides, fault scarps) and proposed mitigation measures.

6. Recommendations for foundation design, earthwork, and ground improvement as needed.

b. The Seismic Hazard Assessment shall include the following:

1. Identification and mapping of active or potentially active faults within and near the site.

2. Analysis of ground shaking, surface rupture, liquefaction, and other earthquake-induced hazards.

3. Probabilistic and/or deterministic seismic hazard analysis, including ground motion parameters relevant to the site.

4. Evaluation of the potential impacts of seismic hazards on proposed structures and infrastructure.

5. Recommendations for design and construction to mitigate seismic risks, consistent with applicable building codes and best practices.

c. The applicant shall comply with all recommendations of the Geotechnical Report and Seismic Hazard Assessment prior to obtaining a building permit.

5. A hazardous materials plan subject to review and approval by the City containing the following information:

a. A list of all hazardous materials to be used, stored, or generated, including:

1. Type and chemical composition of each hazardous material.

2. Electrolyte materials.

3. Cooling fluids and fire suppression chemicals.

4. Estimated quantities stored on site.

b. Current Material Safety Data Sheets for all hazardous materials.

c. Description of potential hazards (e.g., chemical spills, gas releases, fires), including technical data and risk assessment.

d. Procedures for spill response, fire, explosion, or accidental release, including evacuation routes and notification protocols to be included in the emergency operations plan required under EMMC 17.64.070 (M)(6).

e. Description of training programs for employees on hazardous materials handling and emergency response.

f. Description of methods for containment, secondary containment, leak detection, and spill prevention.

g. The operator of the BESS Facility shall review and update the hazardous materials plan every 5 years.

6. An emergency operations plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or

other event. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. In the event of any inconsistency between landscaping or buffer requirements under the code and the emergency operation plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. The emergency operations plan shall include the following information:

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

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

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

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

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

f. Procedures for dealing with Battery Energy Storage System equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged Battery Energy Storage System equipment from the facility; and

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

7. Proof of compliance with all state and federal laws, rules, and regulations governing the installation, maintenance, and operation of Battery Energy Storage Systems.

8. A decommissioning plan to be implemented upon abandonment and/or in conjunction with removal from the BESS Facility. The operator of the BESS Facility shall review and update the decommissioning plan every 5 years. The decommissioning plan shall include:

a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of

all Battery Energy Storage Systems components, structures, equipment, security barriers, and transmission lines from the site;

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

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

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

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

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

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

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

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

10. Once decommissioning has occurred as to a portion of the site, the financial assurances provided for such portion of the site will no longer be required and any remaining financial assurances will be adjusted or returned to individual or entity that posted the bond or BESS Facility owner/operator accordingly. Following full decommissioning of the site, any funds not utilized by the City shall be returned the BESS Facility owner/operator.

17.64.080 Geothermal Power Plants.

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

A. All principal structures comprising a Geothermal Power Plant shall be set back at least 50 feet from all exterior project boundary lines. Access roads, fencing, utility lines, and driveways may

be located within such required setback. For purposes of this Section, an "exterior project boundary line" means the perimeter boundary line of the lot or lots that, taken together, comprise a Geothermal Power Plant project. The DRC may approve any building or structure height that is reasonable based on the engineering or design requirements for a Geothermal Power Plant.

B. There is no minimum open space requirement for a Geothermal Power Plant.

C. Applicant shall provide enough parking so that there is 1 stall per person employed on highest employee shift. Parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

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

E. Geothermal Power Plants shall be maintained in safe working order and in accordance with industry standards, including the following:

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

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

F. Geothermal Power Plant components and equipment shall comply with all applicable City noise and nuisance codes.

G. Lighting of Geothermal Power Plants shall be limited to that minimally required for safety and operational purposes and shall comply with EMMC Chapter 17.56.

H. Applicant shall comply with all applicable federal and state laws, rules, and regulations and shall provide evidence of all federal and state permits and approvals required to operate a Geothermal Power Plant prior to the issuance of a certificate of occupancy.

I. Applicant shall prepare and submit the following materials prior to obtaining a building permit for a Geothermal Power Plant:

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

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

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

4. A Geotechnical Report and Seismic Hazard Assessment.

a. The Geotechnical Report shall include the following:

1. Site description and proposed development plans.

2. Results of subsurface investigations (e.g., borings, test pits, laboratory testing).

3. Soil and rock classification, groundwater conditions, and geologic hazards.

4. Engineering analysis of bearing capacity, settlement, slope stability, and liquefaction potential.

5. Identification of any site-specific geologic hazards (e.g., landslides, fault scarps) and proposed mitigation measures.

6. Recommendations for foundation design, earthwork, and ground improvement as needed.

b. The Seismic Hazard Assessment shall include the following:

1. Identification and mapping of active or potentially active faults within and near the site.

2. Analysis of ground shaking, surface rupture, liquefaction, and other earthquake-induced hazards.

3. Probabilistic and/or deterministic seismic hazard analysis, including ground motion parameters relevant to the site.

4. Evaluation of the potential impacts of seismic hazards on proposed structures and infrastructure.

5. Recommendations for design and construction to mitigate seismic risks, consistent with applicable building codes and best practices.

c. The applicant shall comply with all recommendations of the Geotechnical Report and Seismic Hazard Assessment prior to obtaining a building permit.

5. A hazardous materials plan subject to review and approval by the City containing the following information:

a. A list of all hazardous materials to be used, stored, or generated, including:

1. Type and chemical composition of each hazardous material.

2. Electrolyte materials.

3. Cooling fluids and fire suppression chemicals.

4. Estimated quantities stored on site.

b. Current Material Safety Data Sheets for all hazardous materials.

c. Description of potential hazards (e.g., chemical spills, gas releases, fires), including technical data and risk assessment.

d. Procedures for spill response, fire, explosion, or accidental release, including evacuation routes and notification protocols to be included in the emergency operations plan required under EMMC 17.64.080 (I)(6).

e. Description of training programs for employees on hazardous materials handling and emergency response.

f. Description of methods for containment, secondary containment, leak detection, and spill prevention.

g. The operator of the Geothermal Power Plant shall review and update the hazardous materials plan every 5 years.

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

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

8. A decommissioning plan to be implemented upon abandonment and/or in conjunction with removal from the Geothermal Power Plant. The decommissioning plan shall comply with all local, state, and federal regulations regarding the decommissioning of Geothermal Power Plants. The operator of a Geothermal Power Plant shall review and update the decommissioning plan every 5 years. The decommissioning plan shall include:

a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of

all Geothermal Power Plant components, structures, equipment, security barriers, and transmission lines from the site;

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

c. The anticipated life of the Geothermal Power Plant;

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

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

17.64.090 Natural Gas Power Plants.

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

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

B. There is no minimum open space requirement for a Natural Gas Power Plant.

C. Applicant shall provide enough parking so that there is 1 stall per person employed on highest employee shift. Parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

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

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

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

determined through a Hazard Mitigation Analysis (HMA) to be approved by the fire marshal; and

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

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

G. Lighting of Natural Gas Power Plants shall be limited to that minimally required for safety and operational purposes and shall comply with EMMC Chapter 17.56.

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

I. Applicant shall prepare and submit the following materials prior to obtaining a building permit for a Natural Gas Power Plant:

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

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

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

4. A Geotechnical Report and Seismic Hazard Assessment.

a. The Geotechnical Report shall include the following:

1. Site description and proposed development plans.

2. Results of subsurface investigations (e.g., borings, test pits, laboratory testing).

3. Soil and rock classification, groundwater conditions, and geologic hazards.

4. Engineering analysis of bearing capacity, settlement, slope stability, and liquefaction potential.

5. Identification of any site-specific geologic hazards (e.g., landslides, fault scarps) and proposed mitigation measures.

6. Recommendations for foundation design, earthwork, and ground improvement as needed.

b. The Seismic Hazard Assessment shall include the following:

1. Identification and mapping of active or potentially active faults within and near the site.

2. Analysis of ground shaking, surface rupture, liquefaction, and other earthquake-induced hazards.

3. Probabilistic and/or deterministic seismic hazard analysis, including ground motion parameters relevant to the site.

4. Evaluation of the potential impacts of seismic hazards on proposed structures and infrastructure.

5. Recommendations for design and construction to mitigate seismic risks, consistent with applicable building codes and best practices.

c. The applicant shall comply with all recommendations of the Geotechnical Report and Seismic Hazard Assessment prior to obtaining a building permit.

5. A hazardous materials plan subject to review and approval by the City containing the following information:

a. A list of all hazardous materials to be used, stored, or generated, including:

1. Type and chemical composition of each hazardous material.

2. Electrolyte materials.

3. Cooling fluids and fire suppression chemicals.

4. Estimated quantities stored on site.

b. Current Material Safety Data Sheets for all hazardous materials.

c. Description of potential hazards (e.g., chemical spills, gas releases, fires), including technical data and risk assessment.

d. Procedures for spill response, fire, explosion, or accidental release, including evacuation routes and notification protocols to be included in the emergency operations plan required under EMMC 17.64.090 (I)(6).

e. Description of training programs for employees on hazardous materials handling and emergency response.

f. Description of methods for containment, secondary containment, leak detection, and spill prevention.

g. The operator of the Natural Gas Power Plant shall review and update the hazardous materials plan every 5 years.

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

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

8. A decommissioning plan to be implemented upon abandonment and/or in conjunction with removal from the Natural Gas Power Plant. The decommissioning plan shall comply with all local, state, and federal regulations regarding the decommissioning of Natural Gas Power Plants. The operator of a Natural Gas Power Plant shall review and update the decommissioning plan every 5 years. The decommissioning plan shall include:

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

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

c. The anticipated life of the Natural Gas Power Plant;

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

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

17.64.100 Small Modular Reactors.

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

A. A Small Modular Reactor shall comply with the residential setback, site planning and emergency planning zone recommendations and requirements of the U.S. Nuclear Regulatory

Commission (NRC) and the Environmental Protection Agency (EPA) for Small Modular Reactors.

B. There is no minimum open space requirement for a Small Modular Reactor.

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

D. Applicant shall provide enough parking so that there is 1 stall per person employed on highest employee shift. Parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

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

F. Applicant shall comply with all applicable federal and state laws, rules, and regulations, including, without limitation, all applicable requirements of the NRC and EPA, and shall provide evidence of all federal and state permits and approvals required to construct a Small Modular Reactor prior to the issuance of a building permit.

G. Lighting of Small Modular Reactors shall be limited to that minimally required for safety and operational purposes and shall comply with EMMC Chapter 17.56.

H. Applicant shall prepare and submit the following materials prior to obtaining a building permit for a Small Modular Reactor:

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

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

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

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

location to be accessible to facility personnel, fire code officials, and emergency responders.

5. A list and copies of all other federal, state and local permits and approvals that have been or will be required for the proposed Small Modular Reactor, together with a proposal for coordinating such approvals with the City.

6. A decommissioning plan to be implemented upon abandonment and/or in conjunction with removal from the Small Modular Reactor. The decommissioning plan shall comply with all local, state, and federal regulations regarding the decommissioning of Small Modular Reactors. The operator of a Small Modular Reactor shall review and update the decommissioning plan every 5 years The decommissioning plan shall include:

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

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

c. The anticipated life of the Small Modular Reactor;

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

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

17.64.110 Solar Energy Projects.

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

A. Structures constructed at, or as part of, a Solar Energy Project shall be comply with the following setbacks: (1) at least 50 feet from all exterior project boundary lines that abut a residentially zoned district; and (2) from public road rights-of-way, at least the distance required by the base zone in which the Solar Energy Project is established, or, twenty-five feet, or one and one-half times the height of the nearest structure to a right-of-way, whichever is greater. Access roads and driveways may be located within any required setback. For purposes of this Section, an “exterior project boundary line” means the perimeter boundary line of the lot or lots that, taken together, comprise a Solar Energy Project.

B. There is no minimum open space requirement for a Solar Energy Project.

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

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

E. Applicant shall provide enough parking so that there is 1 stall per person employed on highest employee shift. Parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

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

G. Lighting of Solar Energy Projects shall be limited to that minimally required for safety and operational purposes and shall comply with EMMC Chapter 17.56.

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

I. Applicant shall prepare and submit the following materials prior to obtaining a building permit for a Solar Energy Project:

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

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

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

4. A Geotechnical Report and Seismic Hazard Assessment.

a. The Geotechnical Report shall include the following:

1. Site description and proposed development plans.

2. Results of subsurface investigations (e.g., borings, test pits, laboratory testing).

3. Soil and rock classification, groundwater conditions, and geologic hazards.

4. Engineering analysis of bearing capacity, settlement, slope stability, and liquefaction potential.

5. Identification of any site-specific geologic hazards (e.g., landslides, fault scarps) and proposed mitigation measures.

6. Recommendations for foundation design, earthwork, and ground improvement as needed.

b. The Seismic Hazard Assessment shall include the following:

1. Identification and mapping of active or potentially active faults within and near the site.

2. Analysis of ground shaking, surface rupture, liquefaction, and other earthquake-induced hazards.

3. Probabilistic and/or deterministic seismic hazard analysis, including ground motion parameters relevant to the site.

4. Evaluation of the potential impacts of seismic hazards on proposed structures and infrastructure.

5. Recommendations for design and construction to mitigate seismic risks, consistent with applicable building codes and best practices.

c. The applicant shall comply with all recommendations of the Geotechnical Report and Seismic Hazard Assessment prior to obtaining a building permit.

5. A hazardous materials plan subject to review and approval by the City containing the following information:

a. A list of all hazardous materials to be used, stored, or generated, including:

1. Type and chemical composition of each hazardous material.

2. Electrolyte materials.

3. Cooling fluids and fire suppression chemicals.

4. Estimated quantities stored on site.

b. Current Material Safety Data Sheets for all hazardous materials.

c. Description of potential hazards (e.g., chemical spills, gas releases, fires), including technical data and risk assessment.

d. Procedures for spill response, fire, explosion, or accidental release, including evacuation routes and notification protocols to be included in the emergency operations plan required under EMMC 17.64.110 (I)(6).

e. Description of training programs for employees on hazardous materials handling and emergency response.

f. Description of methods for containment, secondary containment, leak detection, and spill prevention.

g. The operator of the Solar Energy Project shall review and update the hazardous materials plan every 5 years.

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

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

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

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

J. In the event that the City deems any portion of the Solar Energy Project abandoned as provided herein, that portion of the site shall be removed in accordance with the

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

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

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

17.64.120 Development standards.

The base zoning or underlying zoning, including the RTI overlay zone, shall be applicable, unless modified or replaced as follows:

A. Accessory buildings must comply with the architectural standards found in EMMC 17.64.130.

B. Public roads that are on the city's master transportation plan must be improved to the level of standard designated on that plan (major arterial, minor arterial, major collector, minor collector, etc.).

C. Public roads within projects must comply, at a minimum, with the city's industrial street standard.

D. Front parking lots and driveway entrances shall be asphalt or concrete in accordance with city standards. Equipment and rear parking areas may be graveled. Parking shall be provided in accordance with Chapter 17.55 EMMC, as modified by this chapter.

E. Outdoor storage areas do not need to comply with city landscaping requirements.

F. A 20-foot landscaped buffer (water-wise landscaping with a mix of trees and shrubs) shall be required adjacent to residential zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street.

17.64.130 Building facade architectural standards.

The following standards are intended to provide details regarding the facade appearance of accessory buildings located within the AEOZ.

A. Buildings shall maintain a contemporary appearance.

1. Architecture of industrial buildings where size predominates over artistic detailing shall feature clean lines and elements, vertical and horizontal articulation or modulation (stepping portions of the facade), and use of textures and materials to reduce the apparent scale of large building walls.

2. Professional office buildings shall meet the commercial design standards found in Chapter 17.72 EMMC.

3. Where more than one structure is built in a complex or unit, structures shall have a similar style or theme, including colors, materials, and design elements.

4. Pedestrian-scaled architectural details are not required except for facades directly facing residential zones and/or main entryways to the project.

5. The main pedestrian or customer entrance shall be clearly identifiable and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.

6. Buildings shall include facade articulation/modulation (stepping portions of the facade) and horizontal and vertical divisions (textures or materials) to avoid large, featureless and/or panelized surfaces on buildings. Large uninterrupted expanses of a building wall without facade modulation or divisions are prohibited.

B. Architectural features should be simple with careful attention given to concentrate details and fenestration along main street elevations and at building entries.

C. It is recognized that the function and use of particularly large buildings will dictate the style and general appearance of the structure. In these cases, strict adherence to the provisions of this chapter may not be advisable or possible. In such cases where the exterior style, color, or materials are critical to the function and use of the building, the DRC may approve building elevations that generally comply with these architectural standards but contain some modifications that accommodate the business-critical function and use.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Official Zoning Map and Future Land Use Map to Assign Final Zoning Designations to the White Hills Area.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designations: Community Commercial, Agricultural/Rural Density Two, and Neighborhood Residential One Zone: Under Review	Approximately 177 Acres

PUBLIC HEARING
Yes

PREPARED BY
Steven Lehmitz, Planner

PRESENTED BY
Steven Lehmitz

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Official Zoning Map and Future Land Use Map to Assign Final Zoning Designations to the White Hills Area.

The City Council may choose to follow the Planning Commission's recommended rezone changes.

BACKGROUND:
When the City adopted its Zoning Map on February 20, 2024, a few areas—including White Hills—were temporarily labeled “Under Review” because the exact zoning designations had not yet been finalized. This update is simply a housekeeping step to officially assign the correct existing zones to those properties. The Future Land Use Map would also be updated to stay consistent with these clarifications.

<u>Proposed Zoning</u>

- Agriculture: These properties are around ten or more acres. It was deemed as the best zone for properties of this size.
- Commercial Neighborhood (CN): The two parcels proposed as Commercial Neighborhood are shown on the Future Land Use Map as Community Commercial, making the rezone compatible with the Future Land Use Map.
- Public Facilities: These two parcels are owned by the City and contain a well house.Residential 1 (R1): These lots are 1/4 acre in size. The R1 zone seems to be the best fit for these lots.
- Rural Agricultural 1 (RA1): These are 5+ acre properties with the majority of them containing

residential dwellings.

ITEMS FOR CONSIDERATION:
The criteria for approval for a Rezone are listed in EMMC 17.90.060.

Rezoning of property shall be evaluated using the following criteria, and may be approved if the requirements below are met:

- Compliance with General Plan. The requested zones are consistent with the land uses shown on the general plan's future land use and transportation corridor map, and comply with the policies and provisions of the city general plan.
- Compatibility Determination. The proposed uses and densities will be reasonably compatible with adjacent land uses and the pattern of proposed uses and densities will appropriately buffer potentially incompatible uses from others based on the assumption that the proposed uses and densities will comply with this title, including the performance standards designed to help ensure land compatibility.
- City Services. The proposed use can be accommodated with public services and will not overburden the city's service capacity.
- Traffic Generation. Traffic generation by the proposed use is within capabilities of streets serving the property.
- Property Values. The proposed use is not expected to have a significant negative impact on surrounding property values.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission forwarded a positve recommendation to the City Council with the following changes:

1. Parcel No. 59:050:0053 is rezoned to Agriculture as stated in the Rezone Table and not as Residential 1 as shown on the Rezone Map. *(This change is now reflected correctly on the Rezone Map)*
2. Lots within the White Hills Country Estates A final plat are rezoned to RA2 instead of RA1 and the lots within J & J Ranches are rezoned to Agriculture instead of RA1.

ATTACHMENTS:
1. Ordinance
2. Rezone Map - White Hills Rezone
3. Rezone Table - White Hills Rezone
4. Current Future Land Use Map
5. Public Comment - Bill Mason

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE OFFICIAL ZONING MAP AND FUTURE LAND USE MAP TO ASSIGN FINAL ZONING DESIGNATIONS TO THE WHITE HILLS AREA

PREAMBLE

WHEREAS, Eagle Mountain City adopted an updated Zoning Map on February 20, 2024; and

WHEREAS, at the time of adoption, a small number of areas—including the White Hills area—were labeled "Under Review," as the precise zoning designations for those parcels had not yet been finalized; and

WHEREAS, the City has since reviewed and verified the appropriate zoning classifications for the affected properties within the White Hills area; and

WHEREAS, this clarification is a housekeeping amendment intended to officially assign the correct existing zones to properties previously marked "Under Review"; and

WHEREAS, corresponding updates to the Future Land Use Map are necessary to maintain consistency and alignment with the clarified zoning designations; and

WHEREAS, the City Council finds that these amendments promote accuracy, transparency, and proper administration of the City's land use documents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Eagle Mountain City, Utah, that the Official Zoning Map and Future Land Use Map are hereby amended to assign final zoning designations to the affected properties within the White Hills area, as depicted in Exhibit A.

This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 16th of December, 2025.

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

_____
Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

White Hills Rezone

N

Zoning

- Agriculture
- Commercial Neighborhood (CN)
- Public Facilities
- Residential 1 (R1)
- Rural Agricultural 1 (RA1)

- Rural Agriculture 2 (RA2) per Planning Commission recommendation
- Agriculture per Planning Commission recommendation

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

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Miles

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
554420042	AGUIRRE - AMALIA & NAYELI	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580046	ALLINSON - MATT & BOBBIE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700114	ANDERSON - CORY ORAL & WHITNEY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580020	ANGIE POULSEN LLC	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420045	ARRINGTON - BRODIE & RACHELLE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580003	BABBEL - NATHAN (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510017	BANTA - ROBBIN E & KARI L	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510024	BARNUM - RICHARD SCOTT & JULIE LEE (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700103	BEENE - JOSEPH E & DANIELLE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510040	BENNETT - JADE & DENA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580007	BERRY - BROCK J	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510062	BERRY - JACK D	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420028	BERRY - WESTON & BRITTANY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
432820001	BERRY - WOODRUFF V & LAURIE JO (ET AL)	Neighborhood Residential One	Under Review	Agricultural/Rural Density One (Parks and Open Space per PC Recommendation)	Rural Agricultural 1 (RA1) (Agriculture per PC Recommendation)
553200007	BIRD - MELINDA	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
553510061	BLACK - KOLE JR (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420064	BRIDGES - BRIAN S	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580025	BRYAN SLOCUM FAMILY TRUST AGREEMENT 09-06-1991 (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580052	BRYANT - CALVIN L	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700108	BYRUM - EMMA JEAN (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580033	CABLE - DWIGHT C & KRISTIN L	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
553510101	CARTER - TAMMY MARIE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420052	CHERRY - BRAD S & JENNIFER LYNN ERDMANN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580015	CLARK - ALICE (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420043	CLINTON - JEREMY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580036	CONNIN - CORY KEITH & CYNTHIA THERESA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700117	COOK - AUSTIN & LAUREN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
590490036	COOK - G L & S (ET AL)	Community Commercial	Under Review	No Change	Commercial Neighborhood
590490038	COOK - MARY N & RICHARD W (ET AL)	Community Commercial	Under Review	No Change	Commercial Neighborhood
553510021	CORRY - NATHAN & MONICA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580038	COWLEY - JADE THOMAS & AMANDA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510051	CROFF - BRADLEY D & BETH E	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700120	DANSIE - TROY GRANT & TRACI A (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420025	DELPIVO - ROBERT LOUIS	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580028	DEVEY - DAVIS J & TERRA KAY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420047	DOUGLAS - CORBETT & ERIKA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700121	EAGLE MOUNTAIN CITY	Neighborhood Residential One	Under Review	Parks and Open Space	Agriculture
551580500	EAGLE MOUNTAIN CITY	Neighborhood Residential One	Under Review	Parks and Open Space	Agriculture
553200500	EAGLE MOUNTAIN CITY	Agricultural/Rural Density One	Under Review	Parks and Open Space	Agriculture
553510500	EAGLE MOUNTAIN CITY	Neighborhood Residential One	Under Review	Parks and Open Space	Agriculture
554420500	EAGLE MOUNTAIN CITY	Neighborhood Residential One	Under Review	Parks and Open Space	Agriculture
590500032	EAGLE MOUNTAIN CITY	Neighborhood Residential One	Under Review	Civic Uses/Schools	Public Facilities
590500051	EAGLE MOUNTAIN CITY	Neighborhood Residential One	Under Review	Civic Uses/Schools	Public Facilities
551580045	EARDLEY - JAMES KYLE & WHISPER	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580035	EGBERT - BELINDA J (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580037	FATOVIC - MICHELLE FRANCES (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700115	FIFE - SOPHIA (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580005	FLUCKIGER - KRISTIN & JOHN-MICHAEL	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420048	FORSYTH - KATELYN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
553200008	FURSE - TROY	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
553510069	GLAD - ERIC D & QUINTIN T	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700119	GOSS - JOSEPH & ARIES	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510023	GREENE - MICHAEL	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510070	GREENWOOD - FOSTER R & PAIGE N	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510087	GUIDOTTI - MARIANNE BERNICE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580026	HADDENHAM - JOSHUA K & FELICIA A	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580044	HAMSON - DANIEL PAUL & AMY L	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580004	HANSEN - CHARLOTTIE C & MICHAEL SHAD	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553200013	HART - JON D & DEENA R	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
499700107	HAWS - HEBER & RACHEL	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700102	HENNICK - DERRIK & LINDSEY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700116	HEPWORTH - JOSEPH D (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510098	HERNDON - JERRY A & PATRICIA A	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420039	HILL - JOSHUA BENTON	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510103	HILTON - WENDY L & STEVE G (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420056	HOJARA - SHILOH	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553200011	HOLINDRAKE - KYLE G & COLLEEN	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
551580010	HOLKER - SHANTELL	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
499700113	HOLT - TIMOTHY DANIEL (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420038	HOOVER - JAMES & VICKIE (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580018	HOOVER - JAMES WILLIAM & VICKIE LOU (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510075	HOOVER - TYLER JAMES (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700105	HUGHES - JOHNATHAN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700106	HUMES-MERYHEW - SHELBEY (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420058	HUNZIKER - BRUNO & PEGGY MARIE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580012	JACKMAN - DANIEL H (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580023	JENSEN - KYLE J & KIMBERLY ANNE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510100	JOHNSON - ANTHONY D	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420053	JOHNSON - MARYA R	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700101	KELLER - KICEN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580041	KELLEY - MICHAEL & AMY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553200002	KHWAJA - DAVID & SHAYLA	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
551580022	KITCHEN - DALE L & LAURA J	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420055	KLAMM - STEVEN D & CHRISTINE I	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700111	KOCH - CARLIE E (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700112	KOFOED - JAY BRANDON & JANESSA S	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580027	KOONTZ - JUSTIN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580029	KOONTZ - KYLE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580008	LARSEN - COLLIN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510071	LARSEN - GREGORY BLAINE & AMY GREEN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510041	LEWIS - KURRY G & REBEKAH	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580049	LINDE - STEPHEN A & DARLYN C (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580049	LINDE - STEPHEN A & DARLYN C (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420054	LOVE - JONATHAN C & MICHELLE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

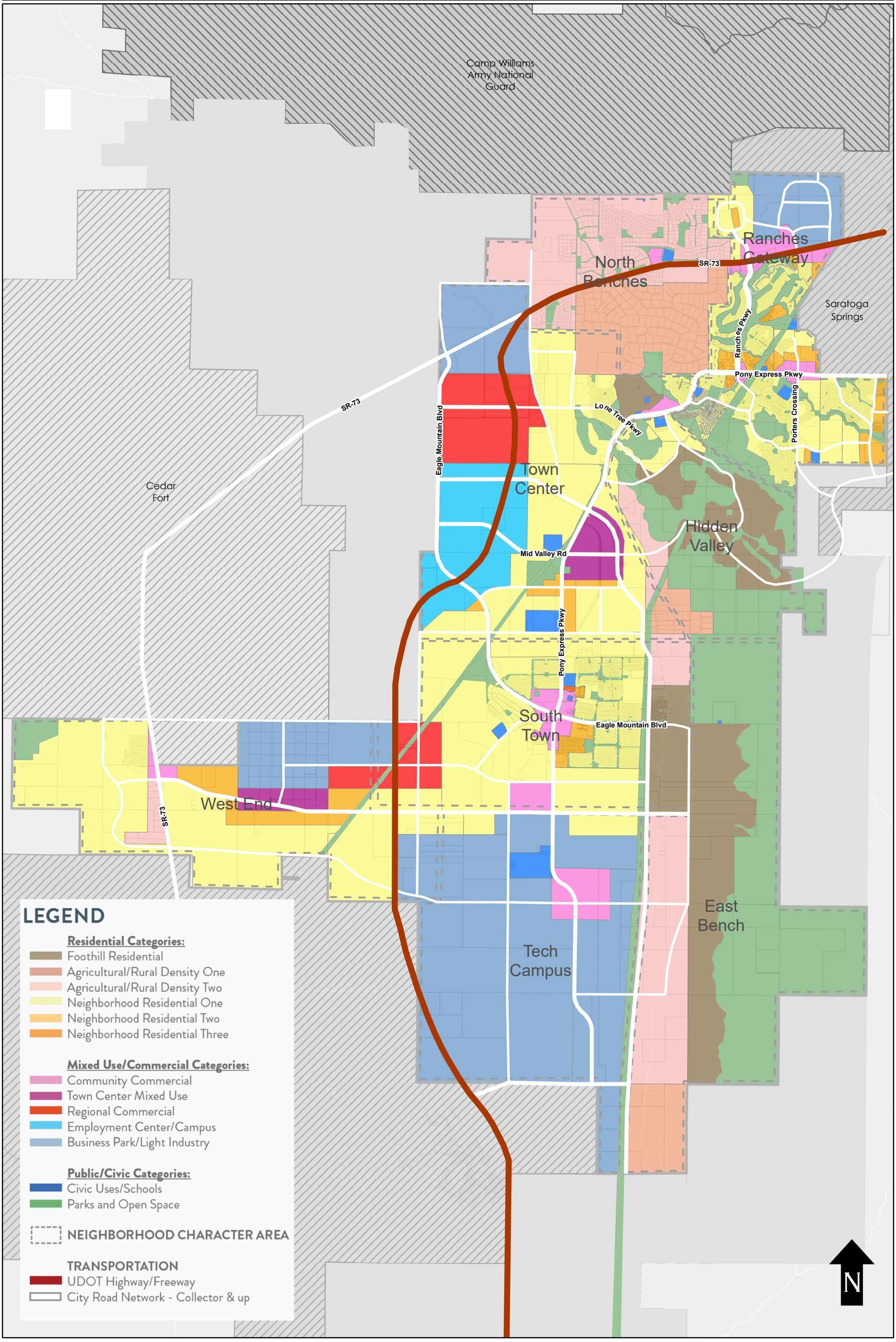
Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
553510050	MANNING - TEXAS S & JEANNIE L	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420037	MARTIN - RANDY & ALYSSA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580002	MAY - APRIL J	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
590520018	MCAFFE - JANE & MATTHEW S (ET AL)	Agricultural/Rural Density Two	Under Review	Parks and Open Space	Agriculture
551580006	MCCANDLESS - COLTON & MAKENZEE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580021	MCCUBBINS - COLTON	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580016	MEHR - ANDREW J & BROOKE N	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700109	MENDOZA - SCOTT WAYNE & LYDIA K	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420049	MEYER - BRODY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510096	MILLER - WADE & PATRICIA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420036	MITCHELL - CORBIN DALE & ALAINA NICOLE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510016	MOORE - MITCHELL	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420062	MULLINS - SCOTT M & JENNIFER D	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580031	MYERS - JULIE HILL & DAVID LEE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553200001	NOORDA - ALMA B	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
590500053	OQUIRRH WOOD RANCH LLC	Neighborhood Residential One	Under Review	Parks and Open Space	Agriculture
553510067	OSWALD - LINDSAY L & SHANNON W	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580019	PARK - ALAN H & SUSAN K (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510018	PENOVICH - MICHELLE L & MICHAEL J	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580014	PETERSON - ERNEST & HEIDI	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700110	POULSEN - GREGORY T & ANGIE C	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700104	POULSEN - GREGORY TODD & ANGIE CHRISTINE (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420027	POWELL - CHAD T & JENNIFER LEE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
590510024	RANCH AT POLE CANYON LLC THE	Agricultural/Rural Density Two	Under Review	Parks and Open Space	Agriculture
590510026	RANCH AT POLE CANYON LLC THE	Agricultural/Rural Density Two	Under Review	Parks and Open Space	Agriculture

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
553510066	RAY - JEREMY T & MALISSA A	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580009	RICHARDS - OTHELLO L & ASHLEY R	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510097	RING - MYRON L & SANDRA K	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510020	ROLLINS - CASEY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580034	ROMNEY - KAREN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510102	ROWE - RANDY A & DEBRA A	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420059	RUNDELL - CRAIG (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580001	RYLE - ALMA & TAYLOR MICHAEL	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510064	SAMUEL - ROBERT M & KELZI D	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553200009	SAN JUAN - QUIRINO	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
590510015	SAUNDERS - KENDEL & AMY	Agricultural/Rural Density Two	Under Review	Parks and Open Space	Agriculture
553200005	SCHAER - HANS RUDOLPH	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
554420065	SLADE - AUSTIN THOMAS & MORGAN EMILY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
590500016	SMITH - CAREY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580047	SMITH - CAREY G & DIANE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
432820002	SMITH - JAMES E & DENA R (ET AL)	Neighborhood Residential One	Under Review	Agricultural/Rural Density One (Parks and Open Space per PC Recommendation)	Rural Agricultural 1 (RA1) (Agriculture per PC Recommendation)
553510015	SMITH - MISTY (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510022	SMITH - ROBERT K & AMY C	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580043	SODERBORG - DREW N & KARENA C	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
553510065	STEVENS - BRYAN & SERENA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420063	STINSON - WADE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420044	STOCKTON - MARK W & SUZETTE L (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420026	STRICKLING - PHILLIP D	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
499700118	THOMAS - HOLDAN DAREL & STACI	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580013	THOMAS - R SCOTT	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510068	THORNE - MICHAEL & JENNIFER	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510074	TSOSIE - FREDDIE & ROSALINDA	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580030	TURLEY - CAMERON & EMMALEE HINTZE	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510099	TURNER - TRACI A & GREGORY B	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420046	VOSS - NATHANIEL RAY & MEGAN LILY	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580042	WALKER - BRUCE L (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
551580017	WALLACE - BRANDEN	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553200006	WATTERSON - JOSEPH KIP	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
553200010	WEBBER - DWAINE E & DIANE R	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1) (Rural Agriculture 2 (RA2) per PC Recommendation)
551580024	WILLIAMS - GARRETT K & SARAH U	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510019	WILLIAMS - WYATT M	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510060	WILSON - HAYDEN BRAD	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
554420057	WILSON - KEVIN G & AMANDA N	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
590490042	WILSON - WILLIAM H & TERESA S (ET AL)	Agricultural/Rural Density Two	Under Review	Agricultural/Rural Density One	Rural Agricultural 1 (RA1)
553510073	WITHERS - JARED	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510063	WORLEY - RICHARD L & SUZANNE T	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

Parcel	Owner	Current Future Land Use Designation	Current Zoning	Proposed Future Land Use Designation	Proposed Rezone
551580011	WRIGLEY - JONATHAN & HEATHER (ET AL)	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)
553510072	YOUNG - CHARLES R	Neighborhood Residential One	Under Review	No Change	Residential 1 (R1)

FUTURE LAND USE & TRANSPORTATION MAP



	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 16.05 and 17.05 Newspaper Amendment.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-Initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Mickie Mills, Planner	Mickie Mills

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance Amending Noticing Requirements in EMMC 16.05, 16.55, and 17.05 for the purpose of removing newspaper noticing requirements.

BACKGROUND:
This code amendment updates the City's noticing requirements to align with modern practices and State Code. Historically, newspapers served as the primary method of providing public notice; however, with the transition to digital communication and the establishment of the Utah Public Notice Website, newspaper publication is no longer the standard or most effective means of reaching the public. As a result, portions of the City's code have become outdated. The amendment removes all newspaper noticing requirements, replacing them with a requirement to post notices on the State Public Notice Website, consistent with current legal standards and established City practice.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if adopted. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends the City Council approve the proposed amendments to EMMC 16.05, 16.55, and 17.05 for the purpose of removing newspaper noticing requirements.

ATTACHMENTS:
1. Ordinance
2. Redlines
3. Clean

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTIONS 16.05 AND 17.05 REGARDING NEWSPAPER NOTICING REQUIREMENTS

PREAMBLE

WHEREAS, the proposed amendment to EMMC 16.05 and 17.05 seeks to remove all newspaper noticing requirements and instead requires a notice on the public noticing website to match current practices and align with State Code;

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 16.05 and 17.05 Newspaper Amendment, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 16th day of December, 2025.

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

_____
Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

16.05.180 Public meetings.

All public meetings shall comply with the requirements of this section. Any challenge regarding notice of a public meeting shall occur within 30 days of the meeting or action, otherwise notice is considered to have been adequate and proper.

A. Post the agendas in three public places, ~~and submit a copy to the newspaper~~ including on the public notice website, 24 hours in advance of the public meeting.

16.05.220 Tables.

Table 16.05.220(a) Public Notice

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities*
MASTER DEVELOPMENT PLANS					
Master Development Plan	Yes	Yes	Published ~~in paper~~ on public notice website – Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	Perhaps – Check definition of "affected entity"
Master Development Plan Amendments	Yes	Yes	Published ~~in paper~~ on public notice website – Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	Perhaps – Check definition of "affected entity"
CONCEPT PLANS					
Concept Plans	No	No	N/A	N/A	N/A
PRELIMINARY PLATS					

Preliminary Plat	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	N/A
Preliminary Plat Major Amendment	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	N/A
Preliminary Plat Minor Amendment	N/A	N/A	N/A	N/A	N/A
FINAL PLATS					
Final Plats & Final Plat Amendments	N/A	N/A	N/A	N/A	N/A
LOT SPLITS					
Lot Split – Planning Director	N/A	N/A	Direct mailed notice to property owners within 300 feet including at least 15 property owners – Post notice in three public places	10 Days	N/A
LOT LINE ADJUSTMENTS					
Lot Line Adjustments	N/A	N/A	N/A	N/A	N/A
RECORDED PLAT AMENDMENTS					
Recorded Plat	No	Yes	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to	10 Days	Perhaps – Check definition of “affected entity”

			affected entities – Post notice in three public places		
Recorded Plat – Vacating Street	Yes	Yes	Posted on the state public notice website, the city's website, and City Hall and direct mailed notice to property owners and affected entities and posting on or near the public street.	10 Days	Perhaps – Check definition of "affected entity"
BUILDING PERMITS					
Building Permit	N/A	N/A	N/A	N/A	N/A

16.55.040 Approval process and exceptions.

The plat amendment application shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of facts. The approval process for a plat amendment shall be as follows:

A. Planning Commission Review. Upon receipt of a completed application and subsequent review by the staff, the planning director shall place the application on the planning commission's agenda within 30 days.

B. City Council Public Hearing. Upon the planning commission's review and recommendation the city council shall have 45 days to conduct a public hearing on the proposed plat amendment if a public hearing is required. A public hearing is required if the proposed plat change includes the vacation of a public street or alley. A public hearing may be required if all of the property owners in the subdivision have not signed the petition or, upon receiving notice of the public hearing, an affected property owner objects in writing to the proposed plat amendment.

1. Public Notice. Public notices shall be given as follows:

    a. Lot Amendment. Each owner of property located within 600 feet of the property (including a minimum of at least 25 adjacent property owners and affected entities if there be any) that is the subject of the proposed plat change shall receive notice by mail. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing. The mailed notice shall include the following:

i. A statement that anyone objecting to the proposed plat change must file a written objection to the change within 10 days of the date of the notice;

ii. A statement that if no written objections are received by the appointed person within the 10 days, a public hearing may not be held; and

iii. The date, place, and time when a hearing will be held, if one is required, to consider a vacation, alteration, or amendment.

b. Street Amendment. If the proposed change involves the vacation, alteration, or amendment of a street, the responsible body or officer shall give notice of the date, place, and time of the hearing by:

i. Mailing a notice as required in subsection (B)(1)(a) of this section; and

ii. ~~Publishing the notice once a week for four consecutive weeks before the hearing in a newspaper of general circulation.~~ Post the agendas in three public places, including on the public notice website, 24 hours in advance of the public meeting.

17.05.150 Public meetings.

All public meetings shall comply with the requirements of this section. Any challenge regarding notice of a public meeting shall occur within 30 days of the meeting or action, otherwise notice is considered to have been adequate and proper.

A. Post the agendas in three public places, ~~and submit a copy to the newspaper~~ including on the public notice website, 24 hours in advance of the public meeting.

17.05.200 Tables.

Table 17.05.200(a) Public Hearing

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities**
GENERAL PLAN					
General Plan*	Yes	Yes	Published ~~in paper~~ on public notice website – Direct mailed notice to affected entities – Post notice in 3 public places	10 Days	Yes – Check definition of affected entity
LAND USE ORDINANCE					

EMMC Titles 16, Subdivisions, and 17, Zoning: Requirements and Approvals	Yes	Yes	Published ~~in paper~~ on public notice website – Direct mailed notice, with summary to be understood by a lay person, to property owners within 600 feet including at least 25 property owners and to affected agencies – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity
HOME BUSINESS					
License Official Approval	No	No	N/A	N/A	N/A
Planning Commission Approval	Yes	No	Direct mailed notice to property owners within 300 feet including at least 15 property owners – Post notice in 3 public places	10 Days	N/A
ACCESSORY DWELLING UNITS (ADUs)					
Planning Director Approval	No	No	N/A	N/A	N/A
Planning Commission Approval	Yes	No	Direct mailed notice to property owners within 600 feet – Post notice in 3 public places	10 Days	N/A
SIGN REGULATIONS					
Sign Permit – Planning Director Approval	No	No	N/A	N/A	N/A
Model Home Signage	No	No	N/A	N/A	N/A

Directional/Advertising Business Signage	No	No	N/A	N/A	N/A
ANIMAL MANAGEMENT PLANS					
Planning Commission	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners – Post notice in 3 public places	10 Days	N/A
REZONING OF PROPERTY					
Rezoning	Yes	Yes	Published ~~in paper~~ on public notice website – Direct mailed notice, with summary to be understood by a lay person, to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
CONDITIONAL USE					
Conditional Use	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
SITE PLAN REVIEW					
Site Plan Review	Yes	No	Direct mailed notice to property owners within 600 feet including at least	10 Days	Perhaps – Check definition of affected entity (required if

			25 property owners and to affected entities – Post notice in 3 public places		rezoning to a multi-unit residential, commercial, and industrial)
VARIANCES					
Variance	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity

16.05.180 Public meetings.

All public meetings shall comply with the requirements of this section. Any challenge regarding notice of a public meeting shall occur within 30 days of the meeting or action, otherwise notice is considered to have been adequate and proper.

A. Post the agendas in three public places, including on the public notice website, 24 hours in advance of the public meeting.

16.05.220 Tables.

Table 16.05.220(a) Public Notice

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities*
MASTER DEVELOPMENT PLANS					
Master Development Plan	Yes	Yes	Published on public notice website – Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	Perhaps – Check definition of "affected entity"
Master Development Plan Amendments	Yes	Yes	Published on public notice website – Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	Perhaps – Check definition of "affected entity"
CONCEPT PLANS					
Concept Plans	No	No	N/A	N/A	N/A
PRELIMINARY PLATS					
Preliminary Plat	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to	10 Days	N/A

			affected entities – Post notice in three public places		
Preliminary Plat Major Amendment	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	N/A
Preliminary Plat Minor Amendment	N/A	N/A	N/A	N/A	N/A
FINAL PLATS					
Final Plats & Final Plat Amendments	N/A	N/A	N/A	N/A	N/A
LOT SPLITS					
Lot Split – Planning Director	N/A	N/A	Direct mailed notice to property owners within 300 feet including at least 15 property owners – Post notice in three public places	10 Days	N/A
LOT LINE ADJUSTMENTS					
Lot Line Adjustments	N/A	N/A	N/A	N/A	N/A
RECORDED PLAT AMENDMENTS					
Recorded Plat	No	Yes	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in three public places	10 Days	Perhaps – Check definition of “affected entity”
Recorded Plat – Vacating Street	Yes	Yes	Posted on the state public notice website, the city’s website, and City Hall and	10 Days	Perhaps – Check definition of “affected entity”

			direct mailed notice to property owners and affected entities and posting on or near the public street.		
BUILDING PERMITS					
Building Permit	N/A	N/A	N/A	N/A	N/A

16.55.040 Approval process and exceptions.

The plat amendment application shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of facts. The approval process for a plat amendment shall be as follows:

A. Planning Commission Review. Upon receipt of a completed application and subsequent review by the staff, the planning director shall place the application on the planning commission's agenda within 30 days.

B. City Council Public Hearing. Upon the planning commission's review and recommendation the city council shall have 45 days to conduct a public hearing on the proposed plat amendment if a public hearing is required. A public hearing is required if the proposed plat change includes the vacation of a public street or alley. A public hearing may be required if all of the property owners in the subdivision have not signed the petition or, upon receiving notice of the public hearing, an affected property owner objects in writing to the proposed plat amendment.

1. Public Notice. Public notices shall be given as follows:

    a. Lot Amendment. Each owner of property located within 600 feet of the property (including a minimum of at least 25 adjacent property owners and affected entities if there be any) that is the subject of the proposed plat change shall receive notice by mail. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing. The mailed notice shall include the following:

        i. A statement that anyone objecting to the proposed plat change must file a written objection to the change within 10 days of the date of the notice;

        ii. A statement that if no written objections are received by the appointed person within the 10 days, a public hearing may not be held; and

iii. The date, place, and time when a hearing will be held, if one is required, to consider a vacation, alteration, or amendment.

b. Street Amendment. If the proposed change involves the vacation, alteration, or amendment of a street, the responsible body or officer shall give notice of the date, place, and time of the hearing by:

i. Mailing a notice as required in subsection (B)(1)(a) of this section; and

ii. Post the agendas in three public places, including on the public notice website, 24 hours in advance of the public meeting.

17.05.150 Public meetings.

All public meetings shall comply with the requirements of this section. Any challenge regarding notice of a public meeting shall occur within 30 days of the meeting or action, otherwise notice is considered to have been adequate and proper.

A. Post the agendas in three public places, including on the public notice website, 24 hours in advance of the public meeting.

17.05.200 Tables.

Table 17.05.200(a) Public Hearing

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities**
GENERAL PLAN					
General Plan*	Yes	Yes	Published on public notice website – Direct mailed notice to affected entities – Post notice in 3 public places	10 Days	Yes – Check definition of affected entity
LAND USE ORDINANCE					
EMMC Titles 16, Subdivisions, and 17, Zoning: Requirements and Approvals	Yes	Yes	Published on public notice website – Direct mailed notice, with summary to be understood by a lay person, to property owners within 600 feet	10 Days	Perhaps – Check definition of affected entity

			including at least 25 property owners and to affected agencies – Post notice in 3 public places		
HOME BUSINESS					
License Official Approval	No	No	N/A	N/A	N/A
Planning Commission Approval	Yes	No	Direct mailed notice to property owners within 300 feet including at least 15 property owners – Post notice in 3 public places	10 Days	N/A
ACCESSORY DWELLING UNITS (ADUs)					
Planning Director Approval	No	No	N/A	N/A	N/A
Planning Commission Approval	Yes	No	Direct mailed notice to property owners within 600 feet – Post notice in 3 public places	10 Days	N/A
SIGN REGULATIONS					
Sign Permit – Planning Director Approval	No	No	N/A	N/A	N/A
Model Home Signage	No	No	N/A	N/A	N/A
Directional/Advertising Business Signage	No	No	N/A	N/A	N/A
ANIMAL MANAGEMENT PLANS					
Planning Commission	Yes	No	Direct mailed notice to property owners within 600 feet including at least	10 Days	N/A

			25 property owners – Post notice in 3 public places		
REZONING OF PROPERTY					
Rezoning	Yes	Yes	Published on public notice website – Direct mailed notice, with summary to be understood by a lay person, to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
CONDITIONAL USE					
Conditional Use	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
SITE PLAN REVIEW					
Site Plan Review	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
VARIANCES					
Variance	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and	10 Days	Perhaps – Check definition of affected entity

			to affected entities – Post notice in 3 public places		

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 16, 2025**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the Pacific Springs Development Agreement.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	R5 Development

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

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah Approving the Pacific Springs Development Agreement.

BACKGROUND:
As stated in the Recitals portion of the proposed Agreement, "On March 27, 2025, the Developer received approval from the City for Pacific Springs Plat A-5. Lots 511-514 abut Desert Willow Drive, which is designated as a collector road on the City's Transportation Master Plan. Eagle Mountain Municipal Code requires that privacy screening be installed prior to the issuance of a building permit. Due to complications arising from prior non-compliance with the City Code in adjoining plats by a different builder, Developer has been unable to install the required fencing. The Applicants desire to enter into this Agreement to allow for flexibility in the timing of fencing installation while ensuring the completion of such improvements through financial security."

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommended approval of the development agreement.

ATTACHMENTS:
1. Ordinance
2. Development Agreement

ORDINANCE NO. O-____-2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE PACIFIC SPRINGS DEVELOPMENT AGREEMENT

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Pacific Springs Development Agreement, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT ORDAINED 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 Pacific Springs Development Agreement, as set forth in Exhibit A.

2. The Pacific Springs Development Agreement is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 16th day of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

WHEN RECORDED, RETURN TO:

Eagle Mountain City
Attn: Gina L. Olsen, City Recorder
1650 Stagecoach Run
Eagle Mountain, UT 84005

DEVELOPMENT AGREEMENT FOR PACIFIC SPRINGS PLAT A-5

This Development Agreement for Pacific Springs Plat A-5 ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and between Eagle Mountain City, a political subdivision of the State of Utah ("City") and R5 Development, LLC, a Utah limited liability company ("Developer").

RECITALS

A. On March 27, 2025, Developer received approval from the City for Pacific Springs Plat A-5. Lots 511-514 abut Desert Willow Drive, which is designated as a collector road on the City's Transportation Master Plan.

B. Eagle Mountain Municipal Code requires that privacy screening be installed prior to the issuance of a building permit. Due to complications arising from prior non-compliance with the City Code in adjoining plats by a different builder, Developer has been unable to install the required fencing.

C. The Parties desire to enter into this Agreement to allow for flexibility in the timing of fencing installation while ensuring the completion of such improvements through financial security.

D. The Parties have cooperated in the preparation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows.

AMENDMENT

1. **Recitals**. The above stated Recitals are incorporated herein as part of this Agreement..

2. **Fence Completion and Security Timing**.

2.1. *Surety Bond*. With the application for any building permit for Lots 511-514, Developer shall post a bond that shall cover 110% of the estimated cost of constructing fencing along designated arterial and collector roadways in accordance with the approved plans and City standards (the "Fence Improvements"). This surety bond shall guarantee the completion of the Fence Improvements.

2.2. *Building Permits*. Upon posting of the surety bond described in Section 2.1 above, the City shall agree to not withhold issuance of building permits within the applicable subdivision solely on the basis that the Fence Improvements have not yet been completed.

2.3. *Certificates of Occupancy*. Notwithstanding Section 2.2 above, the Parties agree that the City may withhold certificates of occupancy for structures located within the applicable subdivision until the Fence Improvements have been fully completed, inspected, and approved by the City.

3. **Executing on Bond**. If the City is required to execute on the Surety Bond and construct the Fence Improvements, Developer shall be liable to City for any expenses or costs not covered by the Surety Bond.

4. **Severability**. Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

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

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

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

To the Developer:

To the City:

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

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

9. **Hold Harmless**. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of

claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with this Agreement.

10. **Remedies**. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, 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.

11. **Relationship of the Parties**. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement.

12. **Title and Authority**. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to Lots 511-514 and that no portion of those lots, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of Lots 511-514 is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

13. **Governmental Immunity**. The City is a governmental entity under the "Utah Governmental Immunity Act" *(Utah Code Ann. § 63G-7-101, et seq.)* ("Immunity Act"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

14. **Binding Agreement**. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

15. **Amendment**. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

16. **Recording**. The Parties shall cause this Agreement to be recorded in the records of the Utah County Recorder.

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

[signatures on following pages]

CITY

EAGLE MOUNTAIN CITY

_____
TOM WESTMORELAND, Mayor

ATTEST

_____
GINA L. OLSEN, City Recorder

_____
MARCUS DRAPER, City Attorney
Approved as to form and legality

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

DEVELOPER

R5 DEVELOPMENT, LLC
A Utah limited liability company

_____

_____, _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me _____ duly sworn, did say that he is the _____ of R5 Development, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.GOV

DIRECTOR OF
LEGISLATIVE
AFFAIRS

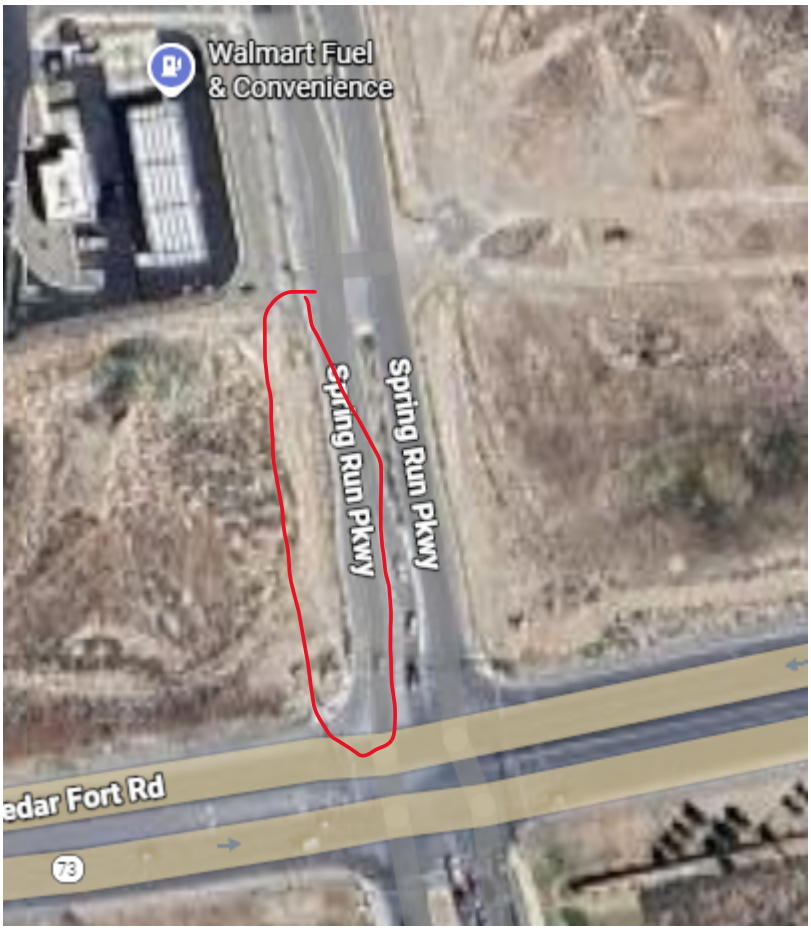
Memo

To: Mayor and City Council

From: Legislative Affairs

Re: Pedestrian and bike access to Walmart

The Council discussed looking into how to improve both pedestrian and bike access from SR 73 to the new Walmart. This item will be sent to Public Works for review and then return to the Council's next meeting with a report on potential cost, time and feasibility.



Project Alternatives, please provide the Council with any alternatives that you think are appropriate. The best solution is to install this connection. Originally, it was proposed for the FY26 budget and was removed.

Cost, please give a cost for the project from concept to completion including all alternatives. Include any continuing cost for O&M if applicable. Can you complete the project with existing budget or do you need a budget amendment to pay for it. The cost of the project is around $75,000 and staff will seek bids for a construction company to install. Based on the cost evaluation and timing if opportunity allows staff could potentially install the trail city departments. Also, it is likely that we will need to get an access easement from UDOT.

Time, please give a timeline on for the project from inception to completion. If Council would like to proceed faster than your estimated time what would be delayed.
Design and planning could be completed asap and then we could have it prepared and installed some time late spring. The likely delay will be to get weather temperatures to be able to pay with asphalt.

Feasibility, is this project feasible considering cost, time, or any other constraints?
Yes

Are there third parties that need to be engaged to complete the project, if so, who?
UDOT

Please add any pertinent information you feel would help the Council to make a decision regarding this project.

We are not looking for exact numbers for this we would like your best estimate.

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.GOV

DIRECTOR OF
LEGISLATIVE
AFFAIRS

Memo

To: Mayor and City Council
From: Legislative Affairs

Re: Council's Legislative Priority List

As discussed, Legislative Affairs is recommending moving certain items from the Council's Legislative Priorities List to the Strategic Plan. Any items that would require more than 12 months to complete should be moved to the Strategic Plan and be reported to the Council every quarter. Below is a list of items we think should be moved from the Council Priority list:

2024.001i (was 2023.028)	22	**GP Full Build Out Scenarios**	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	**Secondary Priority**

Upcoming Staff Agenda Items for City Council Information (Tentative)

Development Projects

- PH Kroger Development Agreement

Code Amendments

- PH Enacting Section on Addressing and Street Naming
- PH EMMC 17.60.120 General Fencing/Screening Provisions
- PH EMMC 17.80.080 Data Center Directional Signage

Other Items

- Updated General Plan
- Site Plan – Hidden Hollow Exchange
- Scenic Mountain HOA - Lift Station Resolution
- City Council Liaison Appointments
- WS DISC – E-bikes/motorcycles on Trails
- WS DISC – Recreation Programs in Eagle Mountain
- WS DISC – Pony Express Days Parade Route
- WS DISC - Eagle Mountain Properties Phase 2, Part 1 - Rezone of 31 Properties

Redevelopment Agency

- 1/6 – PUBLIC HEARING – Sweetwater #4 Amended CRA Project Area Plan & Budget (30-day notice)
- 1/20 - PUBLIC HEARING - Mid-Valley CRA Project Area Plan & Budget (30-day notice)

BUDGET WORK SESSIONS – 4-5 PM

- 2/17/2026
- 3/17/2026
- 4/21/2026
- 5/19/2026

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

Updated 12/11/2025 - GO