EAGLE MOUNTAIN
CITY COUNCIL MEETING

FEBRUARY 17, 2026, 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. INTRODUCTION - Communications Manager, Kyle Ireland
(anticipated time 10 minutes)

1.B. CONCEPT PLAN - Overland Village 2, Phase B - Senior Planner David Stroud
(anticipated time 15 minutes)

1.C. DISCUSSION - Drive Through Location and Aesthetic Requirements - Community Development Director, Brandon Larsen
(anticipated time 10 minutes)

1.D. DISCUSSION - Community Development Block Grant (CDBG) - Affordable Housing Coordinator, Kiara Polee
(anticipated time 20 minutes)

2. AGENDA REVIEW

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

3. CITY MANAGER INFORMATION ITEMS

This is an opportunity for the City Manager to provide information to the City Council.

4. 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

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

7. INFORMATION ITEMS/UPCOMING EVENTS

8. INTRODUCTION/RECOGNITION

8.A. INTRODUCTION - Utah County Sheriff's Office

8.B. INTRODUCTION - Unified Fire Authority

9. 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.)

10. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

11. BOND RELEASES

11.A. Harmony Phase A, Plat 16 - Into Warranty

11.B. Ranches Crossing Plat A - Into Warranty

12. MINUTES

12.A. July 1, 2025 Minutes - City Council Meeting

12.B. January 29, 2026 Minutes - Annual Visioning Retreat, Day One

12.C. January 30, 2026 Minutes - Annual Visioning Retreat, Day Two

12.D. February 3, 2026 Minutes - City Council Meeting

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Hemmco Consulting to Provide Lobbying Services.

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Extended Hours for Construction Operations for the 4MG Scarlet Ridge Water Tank, as Allowed in Eagle Mountain Municipal Code Section 8.15.080(G).

SCHEDULED ITEMS

14. OVERLAND MASTER DEVELOPMENT AGREEMENT

14.A. DISCUSSION ITEM ONLY/NO ACTION TAKEN - Fifth Amendment to the Amended and Restated Overland Master Development Agreement.

15. RESOLUTIONS/PUBLIC HEARING

15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2025-2026 Annual Budget.

BACKGROUND: *(Presented by Director of Administrative Services, Kimberly Ruesch)* The proposed budget amendment includes changes to the General Fund,

Capital Project Fund, Special Revenue Funds, and Enterprise Funds.

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Issuance and Sale of Not More Than $220,000,000 Aggregate Principal Amount of Water and Sewer Revenue Bonds, Series 2026; Fixing the Maximum Aggregate Principal Amount of the Bonds; The Maximum Number of Years Over Which the Bonds May Mature, the Maximum Interest Rate Which the Bonds May Bear, and the Maximum Discount From Par at Which the Bonds May be Sold; Providing for the Publication of a Notice of Public Hearing and Bonds to be Issued; Providing for the Running of a Contest Period; Authorizing the Execution by the City of a General and Supplemental Indenture of Trust, and Other Documents Necessary for the Issuance of the Series 2026 Bonds; Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transaction Contemplated by this Resolution; and Related Matters.

BACKGROUND: *(Presented by Director of Administrative Services, Kimberly Ruesch)* The proposed Resolution authorizes Eagle Mountain City to issue and sell up to $220,000,000 in Water and Sewer Revenue Bonds, Series 2026, to finance water and sewer system improvements. The Resolution establishes key bond parameters, including the maximum principal amount, maturity period, interest rate, and allowable discount; provides for required public notice and hearing procedures; authorizes related legal documents; and approves all necessary actions to complete the bond issuance.

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.95 and Adopting the Eagle Mountain City Wildland Urban Interface Area Map.

BACKGROUND: (*Presented by Community Development Director, Brandon Larsen*) The proposed amendment would adopt the Wildland Urban Interface Area Map, which identifies areas with "Very High and Extreme" wildfire exposure based on the "Smoothed Structure Exposure Score". This adoption ensures compliance with House Bill 48. The proposed map shows where the 2006 Utah Wildland Urban Interface Code would be applicable within Eagle Mountain City, as per EMMC 15.95.

18. ORDINANCES

18.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing Chapter 2.30 (Parks and Recreation Advisory Board), Chapter 2.40 (Recreation Sports Board), Chapter 2.55 (Cemetery Board), Chapter 2.60 (Military and Veterans Advisory Board), and Chapter 2.70 (Economic Development Board) and Enacting Chapter 2.80 of the Eagle Mountain Municipal Code to Establish a Community Services Board.

BACKGROUND: *(Presented by Assistant to the City Manager, Natalie Winterton)* The proposed ordinance establishes a Community Services Board to replace the existing Parks and Recreation Advisory Board, Recreation Sports Board, Cemetery Board, and Military and Veterans Advisory Board, consolidating their functions into a single advisory body. The new board would also serve as the City's RAP Tax Advisory Committee. In conjunction with this restructuring, the ordinance repeals Chapters 2.30, 2.40, 2.55, 2.60, and 2.70 of the Eagle Mountain Municipal Code, eliminating outdated

advisory boards as part of the City's effort to realign its organizational structure with current operations and priorities and to update the Municipal Code to reflect current practice.

19. LEGISLATIVE ITEMS

19.A. UPDATE - Legislative Priorities List

20. 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.

21. COMMUNICATION ITEMS

21.A. Financial Report

21.B. Upcoming Agenda Items

22. DISCUSSION ITEM ONLY/NO ACTION TAKEN - ANNUAL BUDGET 2026-2027

23. 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.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 12 day of February, 2026, 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.

Lacie Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	CONCEPT PLAN - Overland Village 2, Phase B - Senior Planner David Stroud
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	N/A
APPLICANT:	Ivory Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	91.92

PUBLIC HEARING
No

PREPARED BY
David Stroud, Senior Planner

PRESENTED BY
David Stroud

RECOMMENDATION:
Staff recommends the City Council review the concept plan and provide feedback to the applicant.

BACKGROUND:
Overland Village is guided by the initial Development Agreement and subsequent amendments. Village 2, Phase A consists of a school and several residential plats containing single-family and townhome units. The second area to develop, Phase B, contains single-family dwellings. A "Medium Park or Club Ivory" is contained in Phase B and is required to be constructed prior to recording the plat containing the 400th residential unit within Village 2.

ITEMS FOR CONSIDERATION:
The Agreement does not specify a threshold for each type of unit. Residential development may contain any configuration of unit type. The Agreement only states that each "Village" is limited to a maximum number of dwelling units. There is an area that remains outside the proposed Phase B and will come back for review as Phase C. This future phase was initially proposed for townhomes, but the applicant has removed that area from the concept plan while they work on additional details of this area. A few minor non-substantive changes were needed, such as additional streetlights and the removal of a narrow corridor of unneeded open space, and those have been changed on the attached concept plan. The primary purpose of the concept plan is for the City Council to review the proposal against the Development Agreement and review lot, road, and park layout, and provide feedback to the applicant.

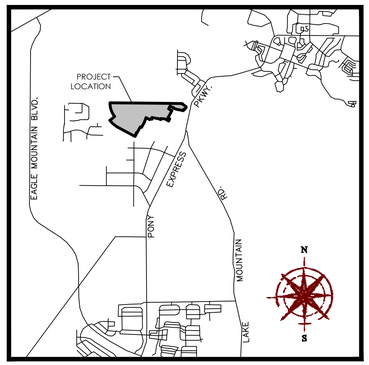
PLANNING COMMISSION ACTION/RECOMMENDATION:
No formal recommendation from the Planning Commission.

ATTACHMENTS:
1. Overland Village 2 Phase B Concept
2. Overland Village 2 Phase B Traffic Study

3. Overland ARMDA

OVERLAND VILLAGE 2 PHASE B CONCEPT

PREPARED FOR:
IVORY HOMES
LOCATED IN:
EAGLE MOUNTAIN,UTAH COUNTY,UTAH



VICINITY MAP

NTS



SITE MAP

ROAD SECTION NOTES

1. **PROOF ROLLS:** PROOF ROLL REQUIRED ON ALL SECTIONS OF ROAD: I.E. SUB-GRADE, SUB-BASE, 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 ROADS, COMMERCIAL BASE ACCEPTABLE FOR SIDEWALKS & TRAILS.
3. **COLLARS:** COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 PSI CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (3/4" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE 1/2" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 1/4" TO 3/8" DOWN FROM ASPHALT EDGE.

WATER NOTES

1. **VALVES:**
A. VALVES MUST BE FLANGED TO TEE'S (FITTINGS)
B. 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. MAX DEPTH 72" FROM FINISHED GRADE.
4. **SERVICES & 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 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE 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 IN 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 3/4" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND 21" INSIDE DIAMETER. WATER CAN FOR 1-1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATION.
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:** NO DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED IN THE WATER LINES AND BEND FITTINGS WILL BE REQUIRED. ALL FITTINGS TO BE MEGA-LUG FITTINGS.

SEWER NOTES

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

STORM DRAIN NOTES

1. **BEDDING:** 3/4" 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 WHIRLY GIG FORM (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

BENCHMARK

NORTHEAST CORNER OF SECTION 36
TOWNSHIP 05 SOUTH, RANGE 02 WEST
SALT LAKE BASE AND MERIDIAN
ELEV-5047.71
DATUM:NGVD29

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO EAGLE MOUNTAIN STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.



CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: BEN DUZETT, PE
SURVEY MANAGER: JUSTIN LUNDBERG, PLS

OWNER/DEVELOPER
IVORY HOMES
978 EAST WOODOAK LANE
SALT LAKE CITY, UTAH 84117
(801) 747-7440
CONTACT: BRAD MACKAY

811 Know what's below. Call 811 before you dig.

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200ft.

Sheet List Table	
Sheet Number	Sheet Title
C1	COVER SHEET
C2.0	PRELIMINARY PLAT
C2.1	PRELIMINARY PLAT
C2.2	PRELIMINARY PLAT
C2.3	PRELIMINARY PLAT
C3	OVERALL SITE PLAN
C3.1	SITE PLAN
C3.2	SITE PLAN
C3.3	SITE PLAN
C3.4	SITE PLAN
C3.5	SITE PLAN
C3.6	TRAIL PLAN
C3.7	PARCEL PLAN
C3.8	PHASING PLAN
C4	OVERALL GRADING & DRAINGE PLAN
C4.1	GRADING & DRAINAGE PLAN
C4.2	GRADING & DRAINAGE PLAN
C4.3	GRADING & DRAINAGE PLAN
C4.4	GRADING & DRAINAGE PLAN
C4.5	GRADING & DRAINAGE PLAN
C4.6	GRADING & DRAINAGE PLAN
C4.7	POND CALCULATIONS
C4.8	SLOPE ANALYSIS
C5	SEWER PLAN
C5.1	SEWER PLAN
C5.2	SEWER PLAN
C6	WATER PLAN
C6.1	WATER PLAN
C6.2	WATER PLAN
C7	EROSION CONTROL PLAN
L1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L1.4	LANDSCAPE PLAN
L1.5	LANDSCAPE PLAN
L2.0	OVERALL STREET TREE PLAN
L2.1	STREET TREE PLAN
L2.2	STREET TREE PLAN
L2.3	STREET TREE PLAN
L2.4	STREET TREE PLAN
L2.5	STREET TREE PLAN
D1	BMP DETAILS
D2	BMP DETAILS
D3	BMP DETAILS
D4	BMP DETAILS

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LICENSED PROFESSIONAL ENGINEER
7850191-2202
BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
COVER SHEET

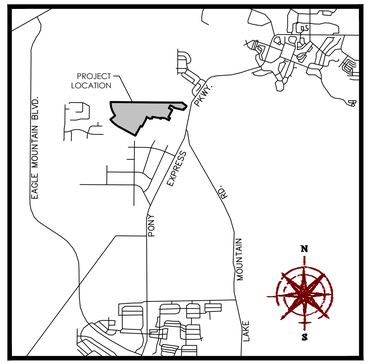
REVISION BLOCK

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COVER SHEET

Scale: 1"=200' | Drawn: TM
Date: 02/02/2026 | Job #: 24-0097
Sheet: C1

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VICINITY MAP

NTS

NOTES:

1) ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
2) ALL COMMON AREAS, EXCLUDING PARCEL B, TO BE OWNED AND MAINTAINED BY HOA (PARCELS A THROUGH E, PARCEL B TO BE OWNED AND MAINTAINED BY EAGLE MOUNTAIN).
3) COMMUNITY MAILBOXES ARE TO BE INSTALLED AND WILL BE SHOWN SPECIFICALLY ON EACH PRELIMINARY PLAT FOLLOWING EAGLE MOUNTAIN CITY CODE 16.35.150

BOUNDARY DESCRIPTION

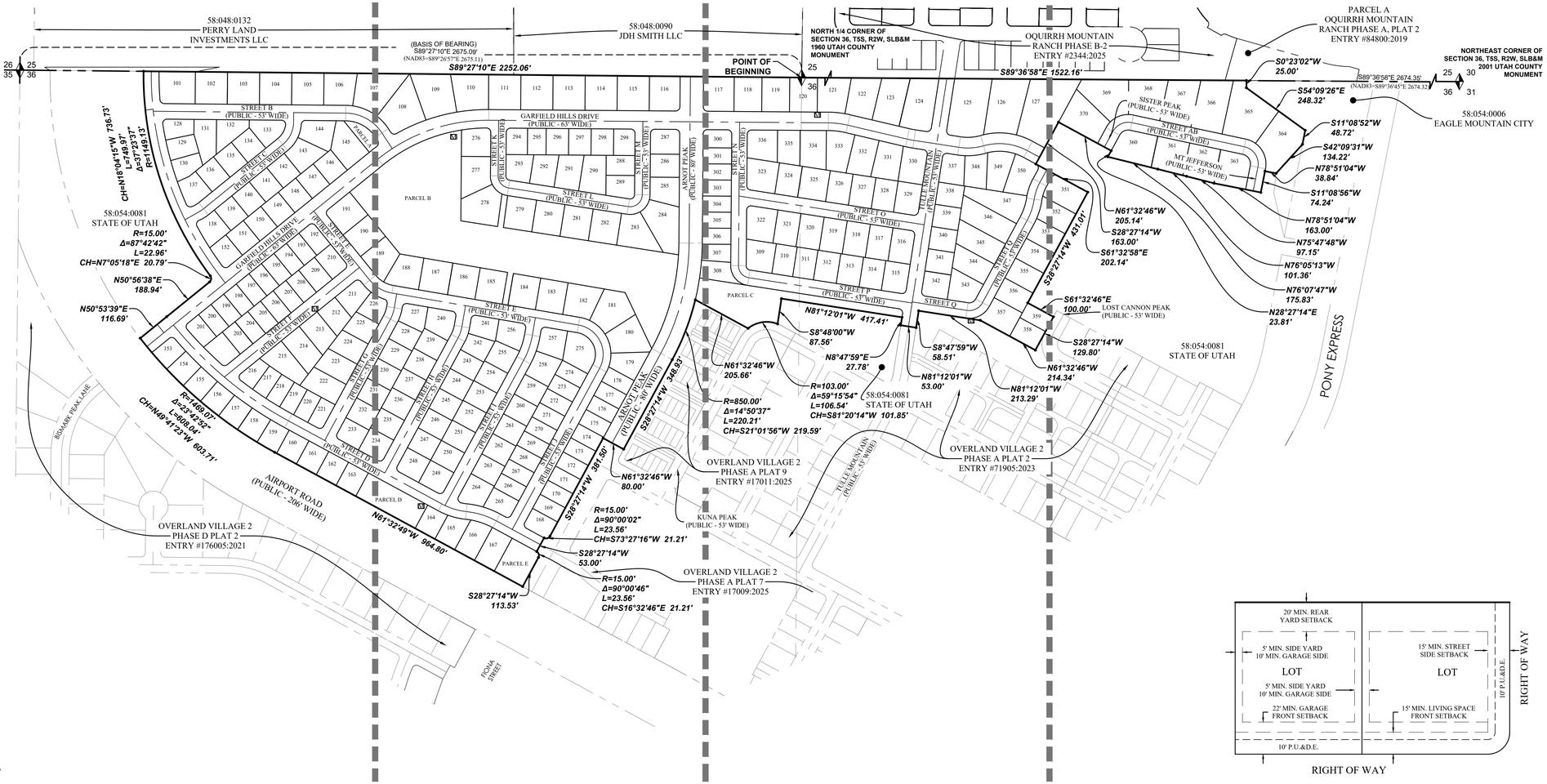
A portion of the NE1/4 and NW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at the North Quarter Corner of Section 36; thence along the northerly Section line of Section 36 and the southerly subdivision line of Oquirrh Mountain Ranch Phase B-2 recorded as Entry #2344:2025 on file with the Utah County Recorder's Office S89°36'58"E 1,522.16 feet; thence S00°23'02"W 25.00 feet; thence S54°09'26"E 248.32 feet; thence S11°08'52"W 48.72 feet; thence S42°09'31"W 134.22 feet; thence N78°51'04"W 38.84 feet; thence S11°08'56"W 74.24 feet; thence N78°51'04"W 163.00 feet; thence N75°47'48"W 97.15 feet; thence N76°05'13"W 101.36 feet; thence N76°07'47"W 175.83 feet; thence N28°27'14"E 23.81 feet; thence N61°32'46"W 205.14 feet; thence S28°27'14"W 163.00 feet; thence S61°32'58"E 202.14 feet; thence S28°27'14"W 431.01 feet; thence S61°32'46"E 100.00 feet to the a northwesterly subdivision line of Overland Village 2 Phase A Plat 2 recorded as Entry #71905:2023 of official records; thence along said subdivision the following five (5) courses: (1) S28°27'14"W 129.80 feet; thence (2) N61°32'46"W 214.34 feet; thence (3) N81°12'01"W 213.29 feet; thence (4) S08°47'59"W 58.51 feet; thence (5) N81°12'01"W 53.00 feet; thence N08°47'59"E 27.78 feet; thence N81°12'01"W 417.41 feet; thence S08°48'00"W 87.56 feet to the northerly right-of-way of Kuna Peak; thence along said right-of-way Westerly along the arc of a non-tangent curve to the left having a radius of 103.00 feet (radius bears: S20°58'11"W) a distance of 106.54 feet through a central angle of 59°15'54" Chord: S81°20'14"W 101.85 feet to the northerly subdivision line of Overland Village 2 Phase A Plat 9 recorded as Entry #17011:2025; thence along said subdivision the following three (3) courses: (1) N61°32'46"W 205.66 feet; thence (2) Southerly along the arc of a non-tangent curve to the right having a radius of 850.00 feet (radius bears: N76°23'23"W) a distance of 220.21 feet through a central angle of 14°50'37" Chord: S21°01'56"W 219.59 feet; thence (3) S28°27'14"W 348.93 feet; thence N61°32'46"W 80.00 feet to the northwesterly right-of-way of Arnot Peak; thence along said right-of-way S28°27'14"W 381.50 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'02" Chord: S73°27'16"W 21.21 feet; thence S28°27'14"W 53.00 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S28°26'51"W) a distance of 23.56 feet through a central angle of 90°00'46" Chord: S16°32'46"E 21.21 feet to the said right-of-way of Arnot Peak; thence along said right-of-way S28°27'14"W 113.53 feet to the northeasterly right-of-way of Airport Road; thence along said right-of-way the following two (2) courses: (1) N61°32'49"W 964.80 feet; thence (2) Northwesterly along the arc of a curve to the right with a radius of 1,469.07 feet a distance of 608.04 feet through a central angle of 23°42'52" Chord: N49°41'23"W 603.71 feet; thence N50°53'39"E 116.69 feet; thence N50°56'38"E 188.94 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 22.96 feet through a central angle of 87°42'42" Chord: N07°05'18"E 20.79 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1,149.13 feet a distance of 749.97 feet through a central angle of 37°23'37" Chord: N18°04'15"W 736.73 feet to the northerly Section line of Section 36; thence along said Section line S89°27'10"E 2,572.06 feet to the point of beginning.

Contains: 85.50 Acres±
270 Lots and 5 Parcels

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- MAILBOX



TYPICAL BUILDING SETBACKS

N.T.S.

SHEET 1 OF 6

PLAT CALCULATIONS

TOTAL ACREAGE:	85.50± ACRES
TOTAL ACREAGE IN LOTS:	55.53± ACRES
TOTAL ACREAGE IN PUBLIC ROW:	22.32± ACRES
TOTAL OPEN SPACE:	7.65± ACRES
AVERAGE LOT SIZE:	0.21± ACRES
LARGEST LOT SIZE:	0.70± ACRES
SMALLEST LOT SIZE:	0.12± ACRES
OVERALL DENSITY:	3.16 LOTS/ACRE
TOTAL # OF LOTS:	270 LOTS

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www.focus-es.com

PROFESSIONAL LAND SURVEYOR
01/30/26
No.12554438
Justin Lundberg
STATE OF UTAH

PRELIMINARY PLAT
OVERLAND VILLAGE 2 PHASE B PRELIMINARY

LOCATED IN THE NE1/4 AND NW1/4 OF SECTION 36, T5S, R12W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
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PRELIMINARY PLAT

Scale: 1"=200'	Drawn: MPM/ARS
Date: 02/02/2026	Job #: 24-0097
Sheet: C2.0	

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LOCATED IN THE NE¼ AND NW¼ OF SECTION 36, T5S, R12W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

PARCEL A
0.12 acres
5222 sqft

PARCEL D
0.48 acres
20914 sqft

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
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6	----	----

REVISION BLOCK

PRELIMINARY PLAT

Scale: 1"=60'	Drawn: MPM/ARS
Date: 02/02/2026	Job #: 24-0097
Sheet: C2.1	

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GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

NOTES:

1) ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
2) ALL COMMON AREAS, EXCLUDING PARCEL B, TO BE OWNED AND MAINTAINED BY HOA (PARCELS A THROUGH E, PARCEL B TO BE OWNED AND MAINTAINED BY EAGLE MOUNTAIN).
3) COMMUNITY MAILBOXES ARE TO BE INSTALLED AND WILL BE SHOWN SPECIFICALLY ON EACH PRELIMINARY PLAT FOLLOWING EAGLE MOUNTAIN CITY CODE 16.35.150

TYPICAL BUILDING SETBACKS
N.T.S.

20' MIN. REAR YARD SETBACK
5' MIN. SIDE YARD
10' MIN. GARAGE SIDE
LOT
5' MIN. SIDE YARD
10' MIN. GARAGE SIDE
22' MIN. GARAGE FRONT SETBACK
15' MIN. STREET SIDE SETBACK
LOT
15' MIN. LIVING SPACE FRONT SETBACK
10' P.U.E.
10' P.U.&D.E.
RIGHT OF WAY
RIGHT OF WAY

Know what's below. Call 811 before you dig.

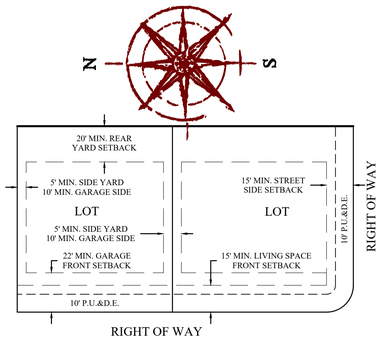
SHEET 4

SHEET 2

SHEET 3 OF 6

NOTES:

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TYPICAL BUILDING SETBACKS
N.T.S.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

PARCEL C
1.02 acres
44237 sqft

PARCEL B
5.71 acres
248716 sqft

PARCEL D
0.48 acres
20914 sqft

PARCEL E
0.33 acres
14463 sqft

ARNOT PEAK (PUBLIC - 80' WIDE)

STREET N (PUBLIC - 53' WIDE)

STREET M (PUBLIC - 53' WIDE)

STREET K (PUBLIC - 53' WIDE)

STREET L (PUBLIC - 53' WIDE)

STREET J (PUBLIC - 53' WIDE)

STREET H (PUBLIC - 53' WIDE)

STREET G (PUBLIC - 53' WIDE)

STREET F (PUBLIC - 53' WIDE)

GARFIELD HILLS DRIVE (PUBLIC - 63' WIDE)

DUCK WATER PEAK (PUBLIC ROAD - 53' WIDE)

AIRPORT ROAD (PUBLIC - 286' WIDE)

OVERLAND VILLAGE 2 PHASE A PLAT 9 ENTRY #17011:2025

OVERLAND VILLAGE 2 PHASE A PLAT 7 ENTRY #17009:2025

OVERLAND VILLAGE 2 PHASE A PLAT 6 ENTRY #17008:2025

58:048:0090 JDH SMITH I LLC

58:048:0091 PERRY LAND INVESTMENTS LLC

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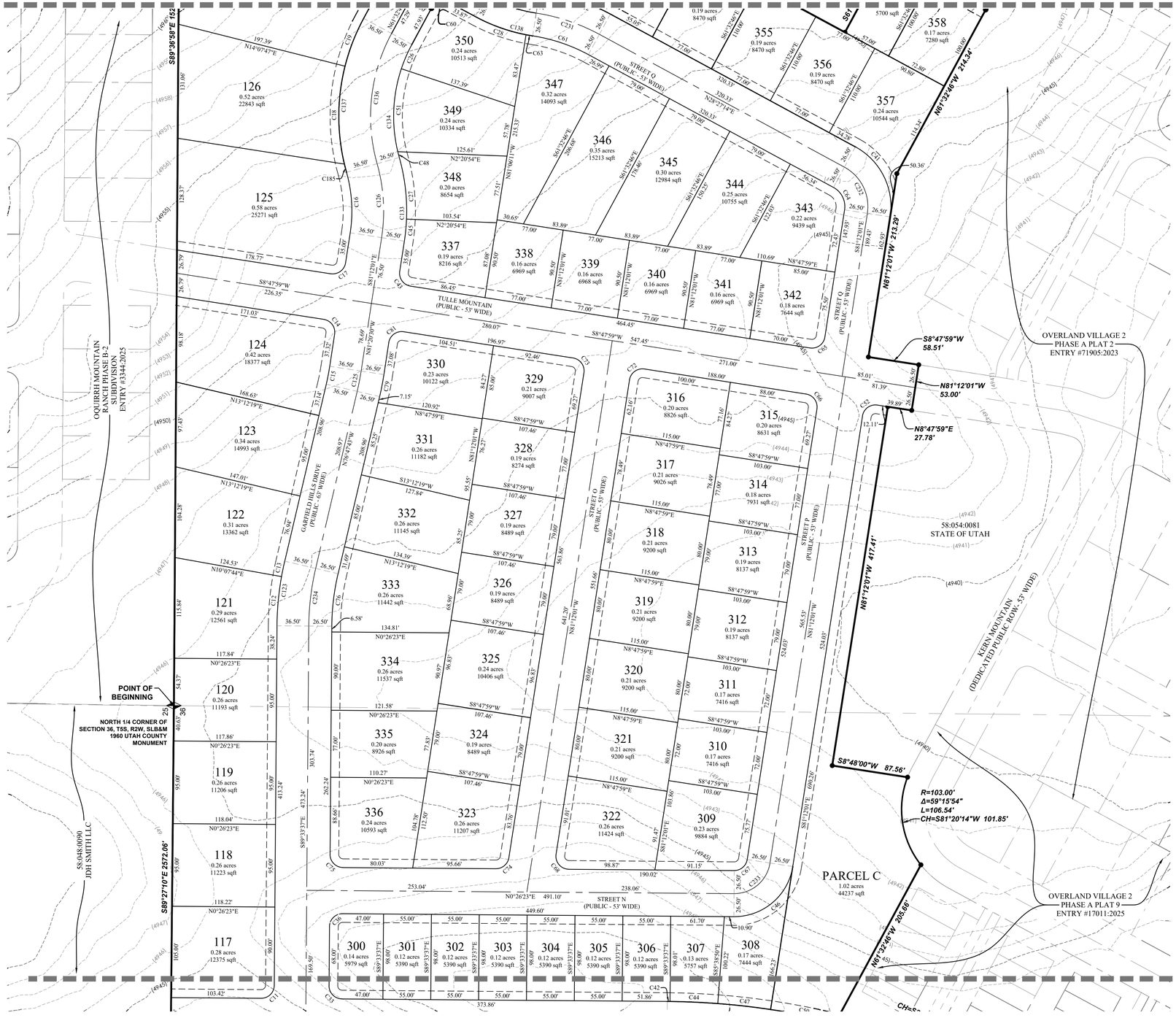
PRELIMINARY PLAT
OVERLAND VILLAGE 2 PHASE B PRELIMINARY
LOCATED IN THE NE¼ AND NW¼ OF SECTION 36, T5S, R12W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

REVISION BLOCK		
#	DATE	DESCRIPTION
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PRELIMINARY PLAT

Scale: 1"=60'	Drawn: MPM/ARS
Date: 02/02/2026	Job #: 24-0097
Sheet: C2.2	

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01/30/26
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STATE OF UTAH

PRELIMINARY PLAT
OVERLAND VILLAGE 2 PHASE B PRELIMINARY
LOCATED IN THE NE¼ AND NW ¼ OF SECTION 36, T5S, R12W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

REVISION BLOCK

#	DATE	DESCRIPTION
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PRELIMINARY PLAT

Scale: 1"=60' | Drawn: MPM/ARS
Date: 02/02/2026 | Job #: 24-0097
Sheet: C2.3

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POINT OF BEGINNING

PONY EXPRESS PARKWAY

58:054:0006
EAGLE MOUNTAIN
CITY

58:054:0022
EAGLE
MOUNTAIN CITY

58:054:0081
STATE OF UTAH

OQUIRRH MOUNTAIN RANCH PHASE A PLAT 2 SUBDIVISION ENTRY #84800:2019

OQUIRRH MOUNTAIN RANCH PHASE B-2 SUBDIVISION ENTRY #:334:2025

OVERLAND VILLAGE 2 PHASE A PLAT 2 ENTRY #71905:2023

S11°08'52"W 48.72'

S42°09'31"W 134.22'

S54°09'26"E 248.32'

N78°51'04"W 38.84'

S11°08'56"W 74.24'

S0°23'02"W 25.00'

N78°51'04"W 103.00'

N75°47'48"W 97.15'

N76°05'13"W 101.36'

N76°07'47"W 175.83'

N28°27'14"E 23.81'

N61°32'46"W 205.14'

S61°32'59"E 202.14'

S28°27'14"W 431.01'

S61°32'46"E 100.80'

S28°27'14"W 129.80'

N61°32'46"W 214.34'

S28°27'14"W 183.00'

S89°36'58"E 1322.16'

364 0.46 acres 20206 sqft

365 0.56 acres 24428 sqft

366 0.44 acres 19210 sqft

367 0.38 acres 16752 sqft

368 0.36 acres 15772 sqft

369 0.41 acres 17959 sqft

370 0.38 acres 16369 sqft

363 0.29 acres 12586 sqft

362 0.29 acres 12585 sqft

361 0.29 acres 12492 sqft

360 0.33 acres 14591 sqft

127 0.70 acres 30646 sqft

126 0.52 acres 22843 sqft

350 0.24 acres 10513 sqft

349 0.24 acres 10334 sqft

347 0.32 acres 14093 sqft

346 0.35 acres 15213 sqft

345 0.30 acres

351 0.26 acres 11247 sqft

352 0.21 acres 9119 sqft

353 0.19 acres 8477 sqft

354 0.19 acres 8470 sqft

355 0.19 acres 8470 sqft

356 0.19 acres 8470 sqft

357 0.24 acres 10544 sqft

359 0.13 acres 5700 sqft

358 0.17 acres 7280 sqft

STREET AB (PUBLIC - 53' WIDE)

SISTER PEAK (PUBLIC - 53' WIDE)

MT JEFFERSON (PUBLIC - 53' WIDE)

STREET Q (PUBLIC - 53' WIDE)

LOST CANNON PEAK (DEDICATED PUBLIC ROW- 53' WIDE)

LOST CANNON PEAK (DEDICATED PUBLIC ROW- 53' WIDE)

GRAPHIC SCALE

40 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

N

S

NOTES:

1) ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
2) ALL COMMON AREAS, EXCLUDING PARCEL B, TO BE OWNED AND MAINTAINED BY HOA (PARCELS A THROUGH E, PARCEL B TO BE OWNED AND MAINTAINED BY EAGLE MOUNTAIN).
3) COMMUNITY MAILBOXES ARE TO BE INSTALLED AND WILL BE SHOWN SPECIFICALLY ON EACH PRELIMINARY PLAT FOLLOWING EAGLE MOUNTAIN CITY CODE 16.35.150

TYPICAL BUILDING SETBACKS
N.T.S.

SHEET 4

SHEET 5 OF 6

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PRELIMINARY PLAT
OVERLAND VILLAGE 2 PHASE B PRELIMINARY
LOCATED IN THE NE¼ AND NW¼ OF SECTION 36, T5S, R12W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

REVISION BLOCK

#	DATE	DESCRIPTION
1	#####	
2	#####	
3	#####	
4	#####	
5	#####	
6	#####	

PRELIMINARY PLAT

Scale:	1"=60'	Drawn:	MPM/ARS
Date:	02/02/2026	Job #:	24-0097
Sheet:	C2.4		

Z:\...202A\24-0097 Overland Village 2 Phase B Preliminary\Design\24-0097-dwg\Sheet\\C2.4 - PRELIMINARY PLAT.dwg

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	85°02'34"	22.26	N46°55'53"W	20.28
C2	1096.13	5°02'23"	96.41	N01°53'24"W	96.38
C3	176.50	7°42'46"	23.76	N85°35'47"W	23.74
C4	176.50	29°32'05"	90.98	N66°58'21"W	89.98
C5	631.50	10°05'33"	111.24	S65°30'18"W	111.09
C6	15.00	86°19'08"	22.60	N76°22'54"W	20.52
C7	176.50	18°58'59"	58.48	N42°42'49"W	58.21
C8	631.50	9°52'52"	108.91	S75°29'30"W	108.77
C9	631.50	9°52'52"	108.91	S85°22'22"W	108.77
C10	15.00	89°59'59"	23.56	S45°26'23"W	21.21
C11	15.00	90°00'01"	23.56	S44°33'37"E	21.21
C12	336.50	9°41'22"	56.91	S84°42'56"E	56.84
C13	336.50	3°04'35"	18.07	S78°19'58"E	18.07
C14	15.00	89°51'31"	23.52	N53°43'45"E	21.19
C15	262.48	4°32'14"	20.79	S79°04'38"E	20.78
C16	163.50	24°34'19"	70.12	N86°30'50"E	69.58
C17	15.00	90°00'00"	23.56	S36°12'01"E	21.21
C18	236.50	27°31'34"	113.62	S89°38'00"E	112.53
C19	236.50	14°19'27"	59.13	S68°42'29"E	58.97
C20	86.50	16°28'12"	24.86	N36°41'20"E	24.78
C21	86.50	45°27'36"	68.63	N67°39'14"E	66.85
C22	86.50	11°41'13"	17.64	S83°46'21"E	17.61
C23	86.50	23°46'18"	35.89	S66°02'35"E	35.63
C24	86.50	65°18'22"	98.59	S21°30'15"E	93.34
C25	33.50	73°37'01"	43.04	S65°15'45"W	40.14
C26	173.50	10°02'29"	30.41	N66°34'00"W	30.37
C27	226.50	18°07'14"	71.63	S83°17'17"W	71.34
C28	203.00	17°31'33"	62.09	N19°41'28"E	61.85
C29	303.00	18°44'12"	99.09	N19°05'09"E	98.64
C30	250.00	22°28'59"	98.10	S72°47'15"E	97.47
C31	33.50	89°04'40"	52.08	N33°23'24"W	46.99
C32	276.50	22°28'59"	108.50	N72°47'15"W	107.80
C33	15.00	89°59'59"	23.56	S45°26'23"W	21.21
C34	223.50	22°28'57"	87.70	S72°47'16"E	87.14
C35	150.00	13°56'17"	36.49	S21°29'06"W	36.40
C36	15.00	90°00'01"	23.56	N44°33'37"W	21.21
C37	15.00	89°59'48"	23.56	S73°27'08"W	21.21
C38	250.00	14°41'58"	64.14	S16°03'59"W	63.96
C39	150.00	5°47'58"	15.18	S11°36'59"W	15.18
C40	250.00	5°02'16"	21.98	S25°56'06"W	21.97
C41	78.00	70°20'45"	95.77	S63°37'37"W	89.86
C42	850.00	0°12'42"	3.14	S00°32'45"W	3.14
C43	15.00	90°00'00"	23.56	S53°47'59"W	21.21
C44	850.00	3°42'05"	54.91	S02°30'08"W	54.90
C45	226.50	6°27'05"	25.50	N84°25'33"W	25.49
C46	68.00	81°38'24"	96.89	N40°22'49"W	88.90
C47	850.00	4°07'29"	61.19	S06°24'55"W	61.18
C48	173.50	2°15'49"	6.85	S75°21'35"W	6.85
C49	1273.50	9°26'10"	209.73	N56°49'42"W	209.50
C50	850.00	5°07'58"	76.15	S11°02'38"W	76.12
C51	173.50	31°55'17"	96.66	N87°32'52"W	95.42
C52	15.00	90°00'00"	23.56	N36°12'01"W	21.21
C53	1300.00	22°28'12"	509.83	S50°18'41"E	506.57
C54	1326.50	20°56'36"	484.88	S51°04'29"E	482.18
C55	1273.50	7°33'18"	167.92	N44°28'51"W	167.80
C56	1300.00	10°44'32"	243.73	S44°26'51"E	243.38
C57	151.50	32°41'20"	86.44	S55°24'02"E	85.27
C58	15.00	89°59'59"	23.56	S45°26'23"W	21.21
C59	41.50	81°34'35"	59.09	S40°20'54"E	54.22
C60	15.00	90°00'00"	23.56	N16°32'46"W	21.21

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C61	197.00	19°44'15"	67.86	N18°35'07"E	67.53
C62	15.00	90°00'01"	23.56	N44°33'37"W	21.21
C63	203.00	2°12'42"	7.84	N09°49'21"E	7.84
C64	25.00	70°20'45"	30.69	N63°37'37"E	28.80
C65	15.00	90°00'00"	23.56	S36°12'01"E	21.21
C66	15.00	90°00'00"	23.56	N53°47'59"E	21.21
C67	15.00	81°38'24"	21.37	S40°22'49"E	19.61
C68	15.00	98°21'36"	25.75	S49°37'11"W	22.70
C69	68.00	13°50'38"	16.43	S07°21'42"W	16.39
C70	770.00	2°59'08"	40.12	N01°55'58"E	40.12
C71	68.00	45°53'23"	54.46	S37°13'43"W	53.02
C72	15.00	90°00'00"	23.56	N36°12'01"W	21.21
C73	15.00	90°00'00"	23.56	N53°47'59"E	21.21
C74	15.00	81°38'24"	21.37	S40°22'49"E	19.61
C75	15.00	89°59'59"	23.56	S45°26'23"W	21.21
C76	273.50	12°45'56"	60.94	N83°10'39"W	60.81
C77	1122.63	10°34'40"	207.26	S31°28'56"E	206.97
C78	1122.63	30°46'33"	603.01	N21°23'00"W	595.79
C79	325.48	4°32'17"	25.78	N79°04'35"W	25.77
C80	68.00	38°41'24"	45.92	S79°31'06"W	45.05
C81	15.00	90°08'29"	23.60	N36°16'15"W	21.24
C82	568.50	30°04'11"	298.36	S65°58'44"W	294.94
C83	68.00	25°33'48"	30.34	N12°20'30"W	30.09
C84	1096.13	8°22'10"	160.12	N32°24'25"W	159.98
C85	568.50	8°35'13"	85.20	S85°18'26"W	85.12
C86	15.00	90°50'21"	23.78	N44°58'47"W	21.37
C87	15.00	89°59'59"	23.56	S45°26'23"W	21.21
C88	15.00	81°34'35"	21.36	S40°20'54"E	19.60
C89	15.00	98°25'25"	25.77	N49°39'06"E	22.71
C90	101.50	9°43'00"	17.21	N55°47'47"E	17.19
C91	1096.13	14°57'38"	286.21	N16°19'29"W	285.40
C92	1122.63	6°58'53"	136.79	S02°51'53"E	136.71
C93	595.00	39°29'44"	410.15	S70°41'31"W	402.08
C94	15.00	90°00'01"	23.56	N44°33'37"W	21.21
C95	15.00	90°00'00"	23.56	S05°56'38"W	21.21
C96	98.50	20°36'58"	35.44	S49°21'51"E	35.25
C97	98.50	20°36'37"	35.43	S69°58'39"E	35.24
C98	126.50	46°40'38"	103.06	N27°35'59"E	100.23
C99	595.07	5°50'01"	60.59	N53°51'40"E	60.56
C100	128.00	15°32'32"	34.72	S72°30'41"E	34.62
C101	128.00	32°00'19"	71.50	S48°44'16"E	70.57
C102	128.00	31°01'46"	69.32	S17°13'13"E	68.48
C103	153.00	18°44'12"	50.03	N19°05'09"E	49.81
C104	770.00	25°01'43"	336.36	N15°56'23"E	333.69
C105	770.00	25°01'43"	336.36	N15°56'23"E	333.69
C106	128.00	21°27'09"	47.93	S09°01'15"W	47.65
C107	595.00	33°39'40"	349.56	N73°36'33"E	344.56
C108	568.50	38°39'24"	383.56	N70°16'20"E	376.32
C109	128.00	8°42'25"	19.45	S24°06'02"W	19.43
C110	631.50	29°58'51"	330.44	S75°26'57"W	326.68
C111	15.00	90°00'01"	23.56	S16°32'46"E	21.21
C112	15.00	89°59'59"	23.56	N73°27'14"E	21.21
C113	303.00	11°47'19"	62.34	S67°39'00"E	62.23
C114	75.00	108°44'12"	142.34	N25°54'51"W	121.92
C115	303.00	9°35'07"	50.69	S14°30'36"W	50.63
C116	15.00	90°00'00"	23.56	S54°43'03"W	21.21
C117	303.00	9°09'05"	48.40	S23°52'42"W	48.34
C118	303.00	10°29'05"	55.45	S78°47'12"E	55.37
C119	197.00	5°38'46"	19.41	S81°12'21"E	19.41
C120	15.00	106°50'13"	27.97	S24°57'52"E	24.09

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C121	15.00	89°59'59"	23.56	N73°27'14"E	21.21
C122	250.00	4°42'08"	20.52	N26°06'11"E	20.51
C123	336.50	12°45'56"	74.97	N83°10'39"W	74.82
C124	250.00	14°02'04"	61.24	N16°44'05"E	61.08
C125	298.98	4°33'40"	23.80	S79°03'54"E	23.79
C126	200.00	24°34'19"	85.77	N86°30'50"E	85.12
C127	15.00	90°00'00"	23.56	N35°16'57"W	21.21
C128	153.00	7°13'28"	19.29	S13°19'47"W	19.28
C129	15.00	90°00'00"	23.56	S54°43'03"W	21.21
C130	153.00	11°30'42"	30.74	S22°41'52"W	30.69
C131	15.00	90°00'00"	23.56	S16°32'47"E	21.21
C132	15.00	90°00'00"	23.56	N73°27'13"E	21.21
C133	226.50	24°34'19"	97.14	N86°30'50"E	96.39
C134	173.50	44°13'34"	133.92	S83°39'33"E	130.62
C135	100.00	18°44'10"	32.70	N19°05'08"E	32.56
C136	200.00	44°13'34"	154.38	N83°39'33"W	150.57
C137	236.50	44°13'34"	182.55	N83°39'33"W	178.05
C138	203.00	19°44'15"	69.93	S18°35'07"W	69.58
C139	150.00	19°44'15"	51.67	N18°35'07"E	51.42
C140	15.00	90°00'00"	23.56	N35°16'57"W	21.21
C141	153.00	15°51'11"	42.33	S17°38'38"W	42.20
C142	15.00	90°00'00"	23.56	S54°43'03"W	21.21
C143	153.00	2°53'01"	7.70	S27°00'44"W	7.70
C144	15.00	90°00'01"	23.56	S16°32'46"E	21.21
C145	15.00	89°59'59"	23.56	N73°27'14"E	21.21
C146	1273.50	2°13'16"	49.37	S60°26'09"E	49.36
C147	1273.50	2°28'34"	55.04	S58°05'14"E	55.03
C148	1273.50	2°28'36"	55.05	S55°36'39"E	55.04
C149	1273.50	2°15'44"	50.28	S53°14'29"E	50.28
C150	15.00	103°03'15"	26.98	S00°34'59"E	23.49
C151	101.50	108°44'12"	192.63	N25°54'51"W	164.99
C152	15.00	90°00'00"	23.56	N84°03'22"W	21.21
C153	125.00	41°13'36"	89.94	S59°40'10"E	88.01
C154	151.50	13°25'55"	35.52	N45°46'19"W	35.44
C155	98.50	41°13'36"	70.87	N59°40'10"W	69.36
C156	176.50	56°13'50"	173.22	N61°20'15"W	166.35
C157	100.00	18°44'12"	32.70	N19°05'08"E	32.56
C158	151.50	19°15'25"	50.92	N62°06'59"W	50.68
C159	15.00	81°27'44"	21.33	N31°00'50"W	19.58
C160	15.00	80°47'52"	21.15	S88°39'26"E	19.44
C161	1273.50	3°51'04"	85.60	S46°19'58"E	85.58
C162	1273.50	3°42'14"	82.32	S42°33'19"E	82.31
C163	15.00	91°38'50"	23.99	S05°07'13"W	21.52
C164	15.00	90°00'00"	23.56	N05°56'38"E	21.21
C165	86.50	89°04'40"	134.48	N33°23'24"W	121.34
C166	86.50	73°37'01"	111.14	S65°15'45"W	103.65
C167	15.00	90°00'00"	23.56	N84°03'22"W	21.21
C168	15.00	92°27'51"	24.21	S82°49'26"E	21.66
C169	1096.13	3°55'19"	75.03	S34°37'51"E	75.01
C170	123.50	56°13'50"	121.20	N61°20'15"W	116.40
C171	15.00	86°19'13"	22.60	N09°56'16"E	20.52
C172	631.50	2°09'14"	23.74	N52°01'15"E	23.74
C173	126.50	20°50'37"	46.02	S14°40'58"W	45.77
C174	15.00	86°17'11"	22.59	S47°24'15"W	20.51
C175	126.50	25°50'01"	57.04	S38°01'17"W	56.55
C176	1096.13	4°26'51"	85.09	S30°26'46"E	85.07
C177	15.00	95°30'55"	25.01	S19°32'07"W	22.21
C178	128.00	16°21'17"	36.54	S59°06'56"W	36.41
C179	75.00	20°56'58"	27.42	N61°24'47"E	27.27
C180	15.00	84°18'26"	22.07	S65°57'31"E	20.13

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C181	1096.13	4°18'50"	82.53	S21°38'53"E	82.51
C182	73.50	41°22'38"	53.08	N30°14'59"E	51.93
C183	68.00	81°34'35"	96.82	S40°20'54"E	88.84
C184	68.00	98°25'25"	116.81	N49°39'06"E	102.97
C185	236.50	2°22'32"	9.81	N75°24'57"E	9.81
C186	15.00	99°00'49"	25.92	N39°56'45"W	22.81
C187	1096.13	2°53'57"	55.46	S10°17'38"E	55.46
C188	15.00	99°23'30"	26.02	S40°51'05"W	22.88
C189	1096.13	3°46'19"	72.16	S13°37'46"E	72.15
C190	1096.13	3°58'33"	76.06	S17°30'11"E	76.04
C191	250.00	22°28'57"	98.10	S72°47'16"E	97.47
C192	1469.13	2°58'42"	76.37	S41°46'45"E	76.36
C193	153.00	18°44'12"	50.03	N19°05'09"E	49.81
C194	15.00	88°30'11"	23.17	N84°51'16"W	20.93
C195	1326.50	2°23'04"	55.21	N41°47'43"W	55.20
C196	1469.11	3°06'43"	79.79	S44°49'27"E	79.78
C197	1326.50	3°14'09"	74.92	N44°36'20"W	74.91
C198	126.50	18°44'12"	41.37	N19°05'09"E	41.18
C199	1469.11	3°06'43"	79.79	S47°56'11"E	79.78
C200	1326.50	3°14'11"	74.93	N47°50'30"W	74.92
C201	223.40	19°36'54"	76.48	S74°13'30"E	76.11
C202	1469.11	3°06'43"	79.79	S51°02'54"E	79.78
C203	1326.50	3°14'11"	74.93	N51°04'41"W	74.92
C204	1122.63	19°50'16"	388.69	S16°16'28"E	386.76
C205	1469.11	3°06'43"	79.79	S54°09'37"E	79.78
C206	1326.50	3°14'10"	74.92	N54°18'51"W	74.91
C207	1122.63	6°37'17"	129.74	N02°41'05"W	129.66
C208	1469.11	3°06'43"	79.79	S57°16'20"E	79.78
C209	1326.50	3°14'08"	74.91	N57°33'00"W	74.90
C210	1326.50	2°22'43"	55.07	N60°21'26"W	55.06
C211	1469.09	2°43'07"	69.71	S60°13'22"E	69.70
C212	250.00	19°44'15"	86.12	N18°35'07"E	85.70
C213	303.00	22°28'59"	118.90	N72°47'15"W	118.14
C214	250.00	8°11'55"	35.77	N65°38'45"W	35.74
C215	128.00	108°44'12"	242.92	N25°54'51"W	208.07
C216	770.00	28°00'51"	376.48	S14°26'49"W	372.74
C217	250.00	14°17'02"	62.33	N76°53'13"W	62.16
C218	250.00	4°10'12"	18.20	N81°56'38"W	18.19
C219	850.00	28°00'51"	415.60	N14°26'49"E	411.47
C220	276.50	18°44'12"	90.42	N19°05'09"E	90.02
C221	250.00	17°57'26"	78.35	N70°52'49"W	78.03
C222	250.00	0°21'20"	1.55	N61°43'26"W	1.55
C223	100.00	50°23'27"	87.95	N25°44'34"E	85.14
C224	221.97	2°53'45"	11.22	S62°59'19"E	11.22
C225	150.00	56°13'50"	147.21	N61°20'15"W	141.37
C226	805.00	28°00'51"	393.60	N14°26'49"E	389.69
C227	1300.00	11°43'40"	266.10	S55°40'57"E	265.63
C228	60.00	89°04'40"	93.28	N33°23'24"W	84.17
C229	60.00	73°37'01"	77.09	S65°15'45"W	71.90
C230	176.50	19°44'15"	60.80	S18°35'07"W	60.50
C231	223.50	19°44'15"	76.99	N18°35'07"E	76.61
C232	51.50	70°20'45"	63.23	N63°37'37"E	59.33
C233	41.50	81°38'24"	59.13	S40°22'49"E	54.26
C234	300.00	12°45'56"	66.84	N83°10'39"W	66.70
C235	41.50	98°25'25"	71.29	N49°39'06"E	62.84
C236	126.50	18°44'12"	41.37	N19°05'09"E	41.18
C237	68.00	40°09'22"	47.66	N45°12'05"W	46.69
C238	68.00	15°51'25"	18.82	S73°12'29"E	18.76

Line Table		
LINE	DIRECTION	LENGTH
L1	N55°23'50"W	50.94
L2	N53°12'52"W	42.58
L3	N58°16'15"W	21.24
L4	N60°38'55"W	29.71
L5	S00°32'50"W	50.92
L6	S00°32'50"W	26.60
L7	S65°22'46"W	44.68
L8	N39°04'35"W	5.78

NOTES:

1) ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
2) ALL COMMON AREAS, EXCLUDING PARCEL B, TO BE OWNED AND MAINTAINED BY HOA (PARCELS A THROUGH E, PARCEL B TO BE OWNED AND MAINTAINED BY EAGLE MOUNTAIN).
3) COMMUNITY MAILBOXES ARE TO BE INSTALLED AND WILL BE SHOWN SPECIFICALLY ON EACH PRELIMINARY PLAT FOLLOWING EAGLE MOUNTAIN CITY CODE 16.35.150

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01/30/26
No.12554438
Justin Lundberg
STATE OF UTAH

PRELIMINARY PLAT
OVERLAND VILLAGE 2 PHASE B PRELIMINARY
LOCATED IN THE NE$\frac{1}{4}$ AND NW $\frac{1}{4}$ OF SECTION 36, T5S, R12W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

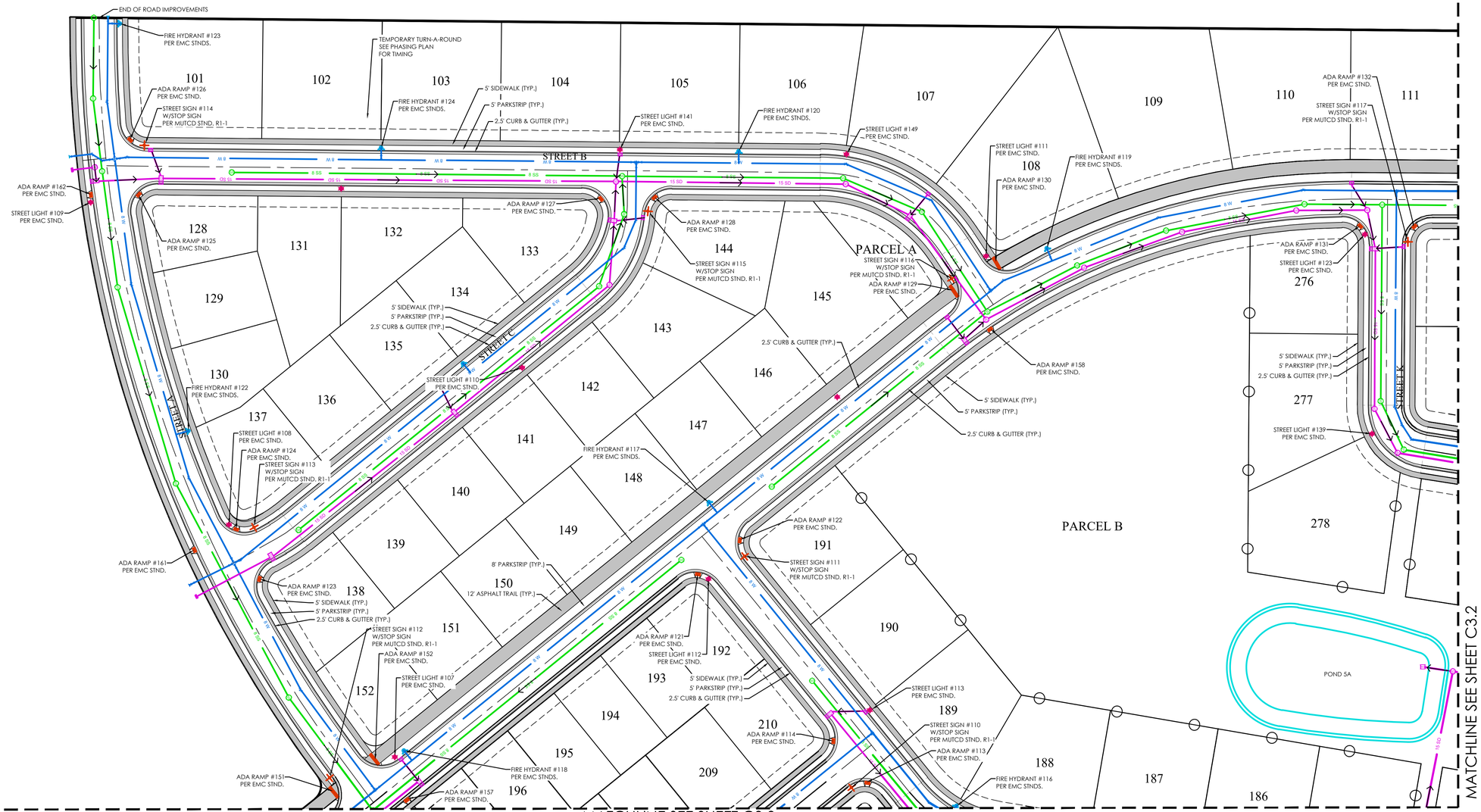
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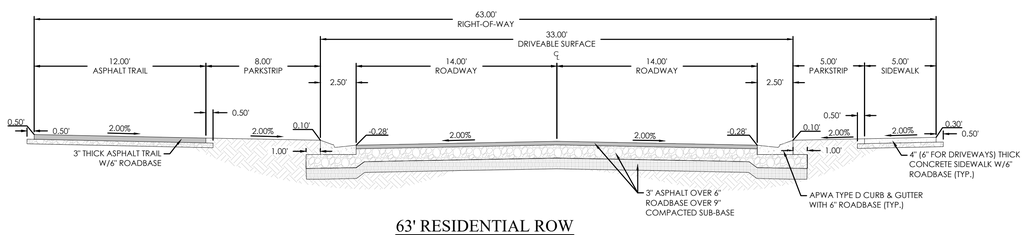
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2	#####	
3	#####	
4	#####	
5	#####	
6	#####	

PRELIMINARY PLAT

Scale: N.T.S. | Drawn: MPM/ARS
Date: 02/02/2026 | Job #: 24-0097
Sheet: C2.5

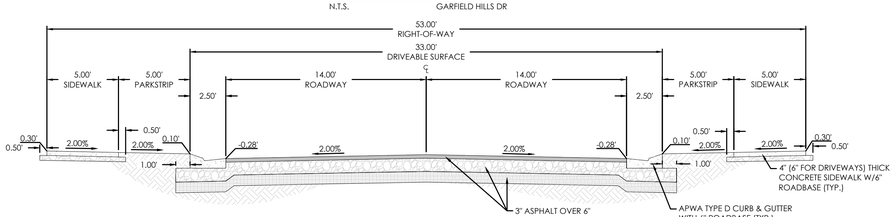
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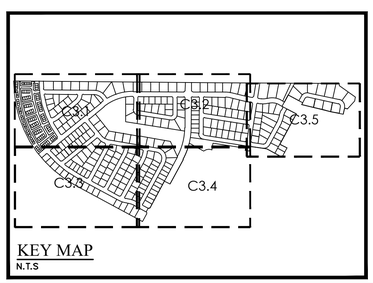
63' RESIDENTIAL ROW

N.T.S. GARFIELD HILLS DR



53' LOCAL ROAD

N.T.S. O'NEAL, SHINGLE PEAK, DUCK WATER, STREET A, B, C ,F, H, I, J, K, L, M, O, P, Q.



KEY MAP

N.T.S

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX SPOT ELEVATION

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BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

SITE PLAN

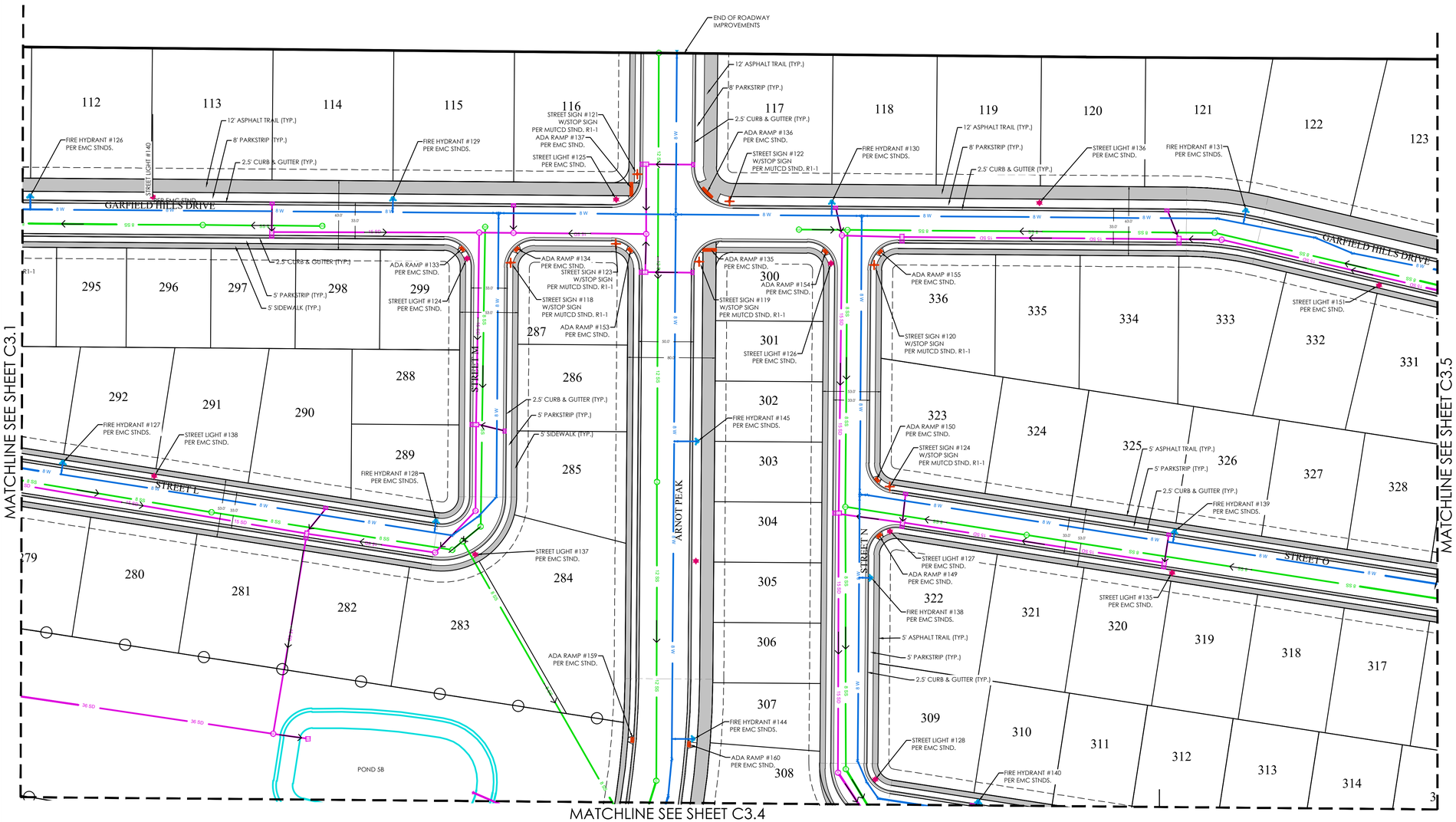
REVISION BLOCK

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SITE PLAN

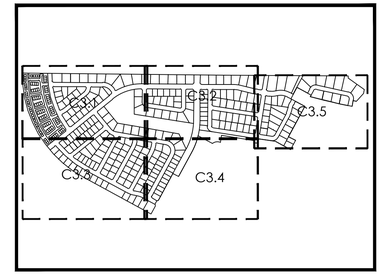
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Date:	02/02/2026	Job #:	24-0097
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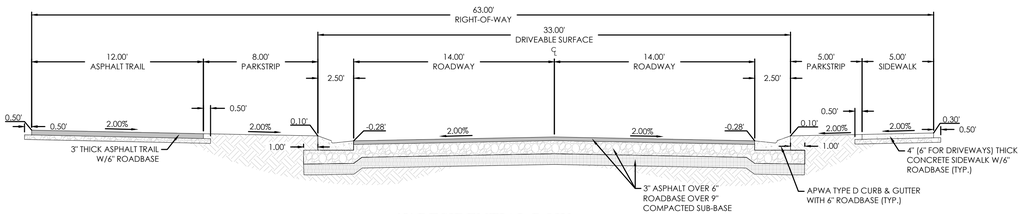


LEGEND

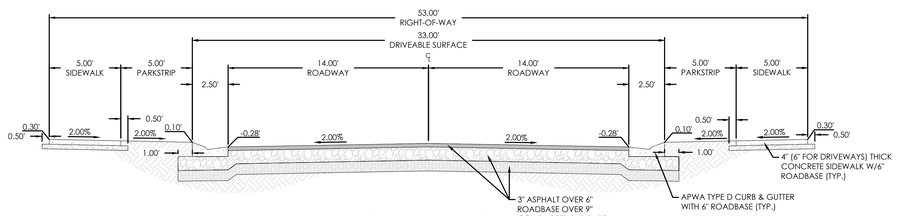
- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
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- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION



KEY MAP
N.T.S

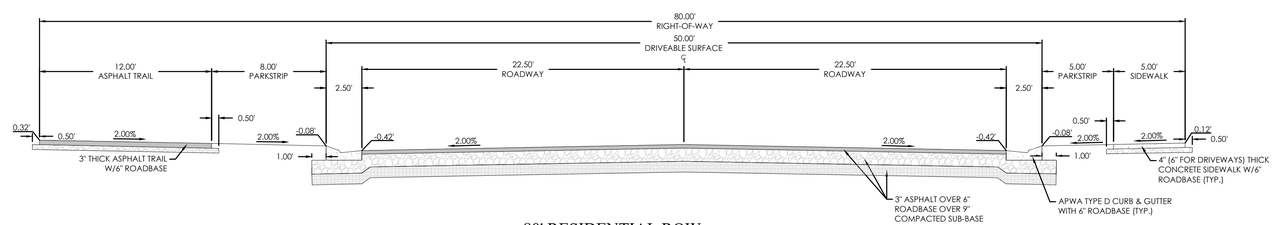


63' RESIDENTIAL ROW
N.T.S. GARFIELD HILLS DR

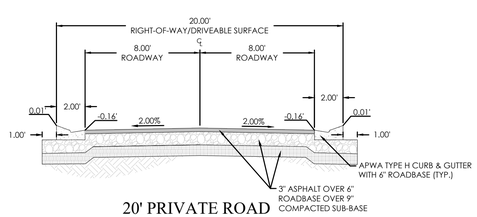


53' LOCAL ROAD
N.T.S. O'NEAL, SHINGLE PEAK, DUCK WATER, STREET A, B, C ,F, H, I, J, K, L, M, O, P, Q,





80' RESIDENTIAL ROW
N.T.S. ARNOT PEAK



20' PRIVATE ROAD
N.T.S. STREET D, E, G, H, N, R,S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's below. Call 811 before you dig.

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13190191-2202
BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
SITE PLAN

REVISION BLOCK

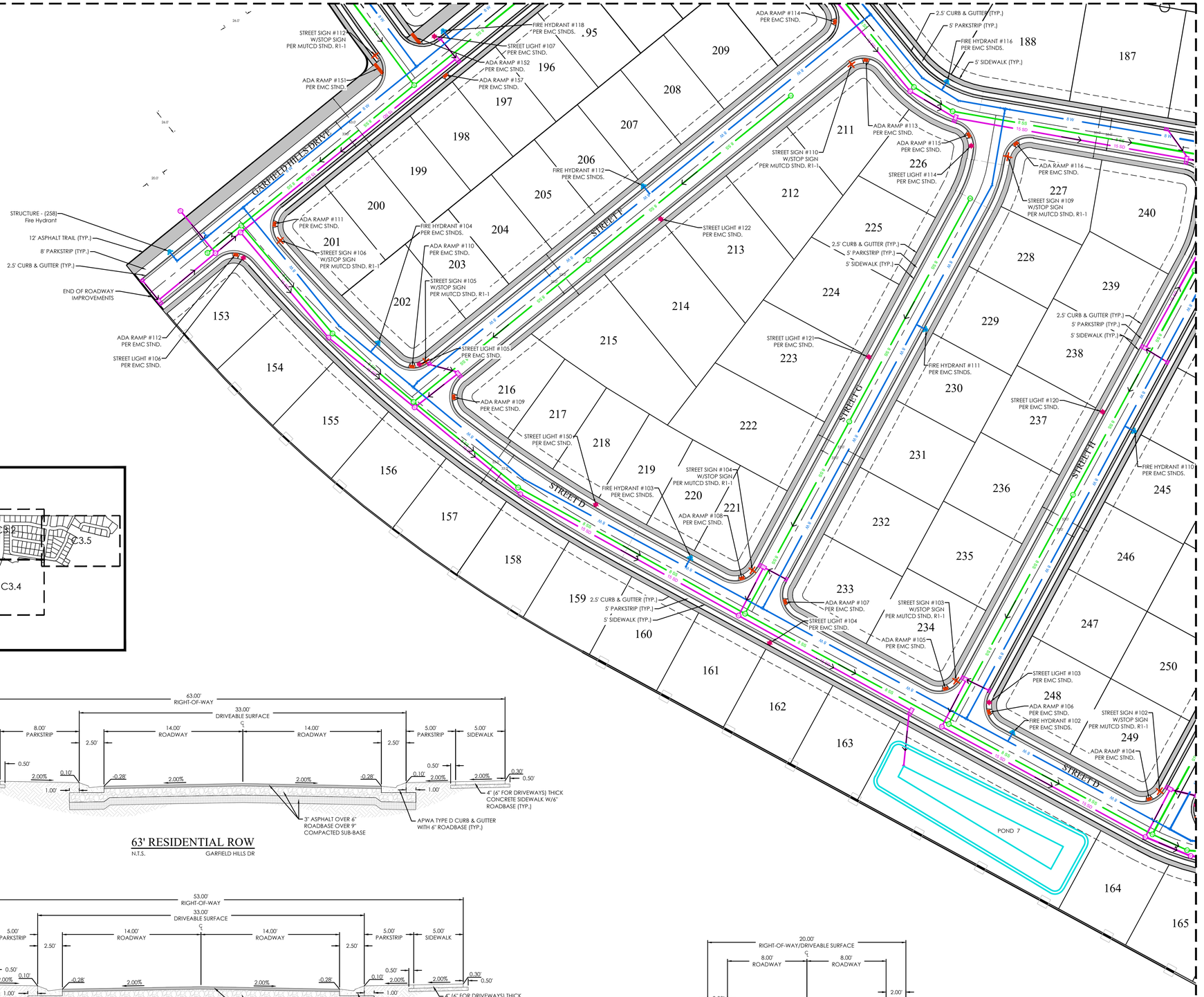
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SITE PLAN

Scale:	1"=50'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C3.2		

Z:_2024\24-0097 overland village 2 phase b preliminary\design\24-0097\dwg\sheets\C3.2 SITE PLAN.dwg

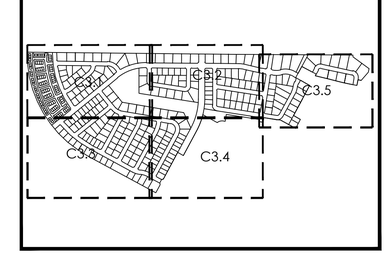
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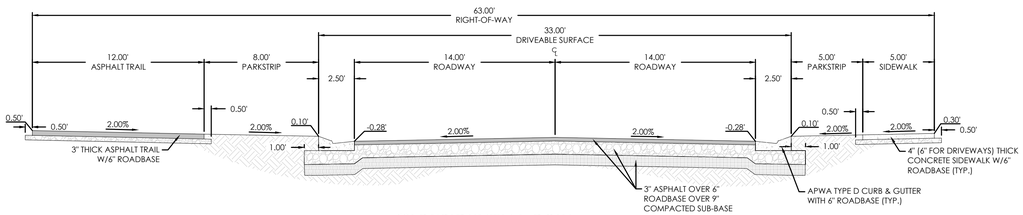
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LEGEND

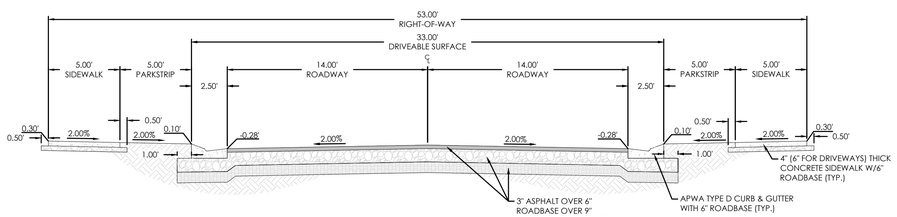
- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
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- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
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- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION



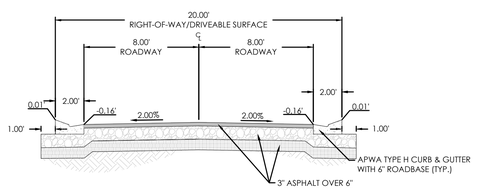
KEY MAP
N.T.S



63' RESIDENTIAL ROW
N.T.S. GARFIELD HILLS DR



53' LOCAL ROAD
N.T.S. O'NEAL, SHINGLE PEAK, DUCK WATER, STREET A, B, C ,F, H, I, J, K, L, M, O, P, Q.



20' PRIVATE ROAD
N.T.S. STREET D, E, G, H, N, R.S

N
S

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

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BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
SITE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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SITE PLAN

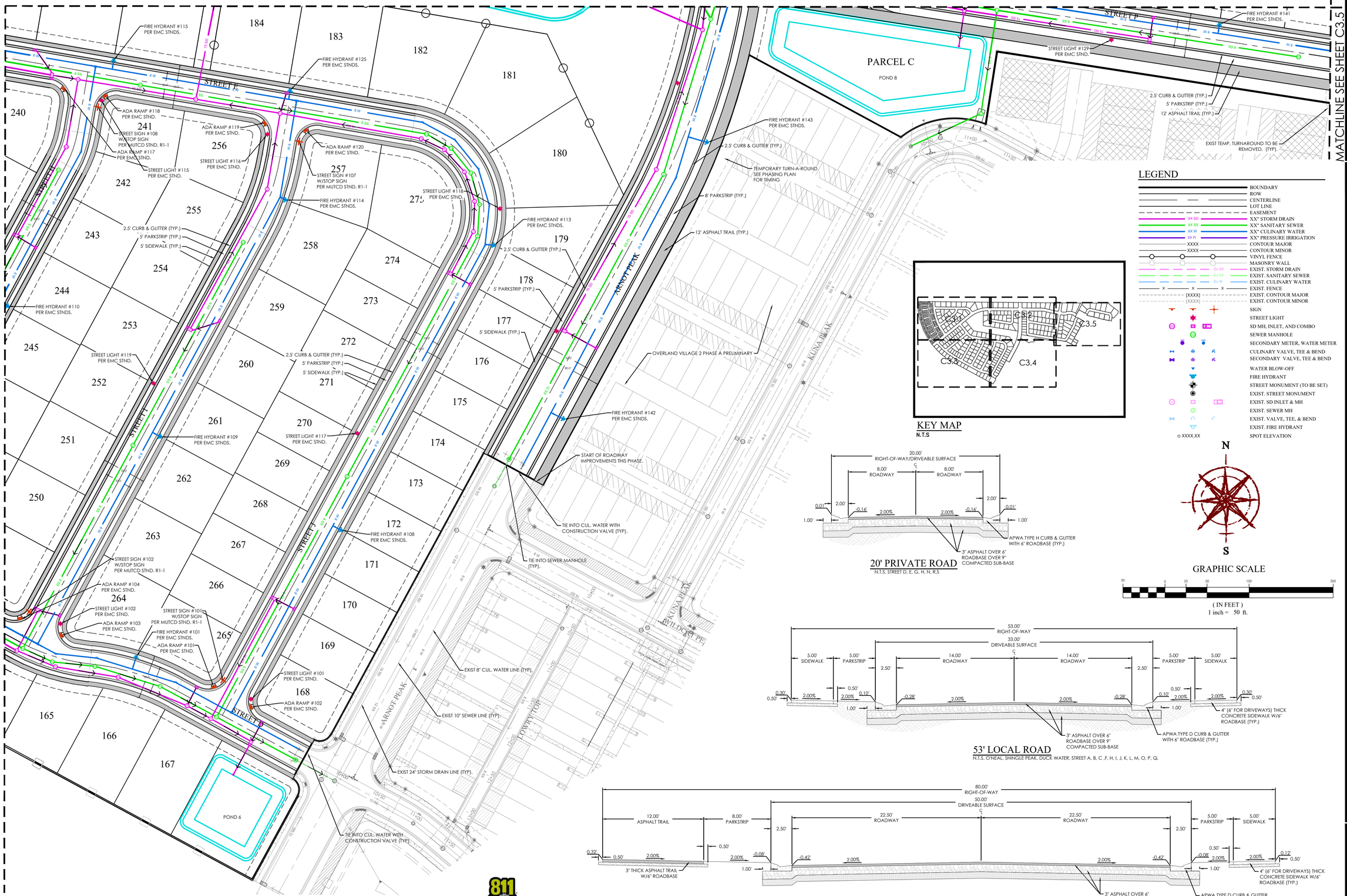
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Date:	02/02/2026	Job #:	24-0097
Sheet:	C3.3		

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MATCHLINE SEE SHEET C3.2

MATCHLINE SEE SHEET C3.3

MATCHLINE SEE SHEET C3.5



KEY MAP
N.T.S

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
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- EXIST. FENCE
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- WATER BLOW-OFF
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- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION

20' PRIVATE ROAD
N.T.S. STREET D, E, G, H, N, R,S

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

53' LOCAL ROAD
N.T.S. O'NEAL, SHINGLE PEAK, DUCK WATER, STREET A, B, C ,F, H, I, J, K, L, M, O, P, Q.

80' RESIDENTIAL ROW
N.T.S. ARNOT PEAK

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2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

SITE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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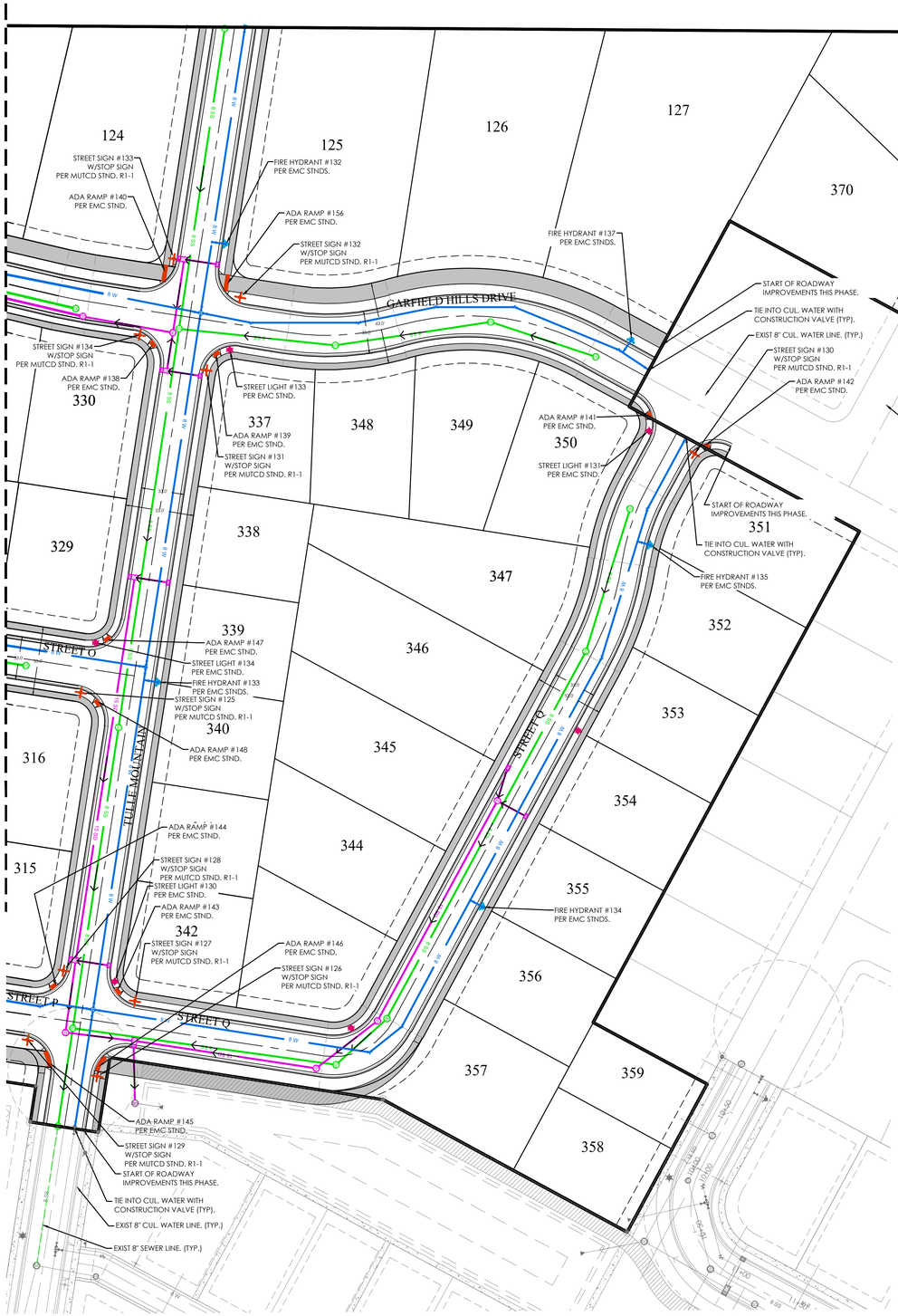
SITE PLAN

Scale:	1"=50'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C3.4		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheets\C3.4 SITE PLAN.dwg

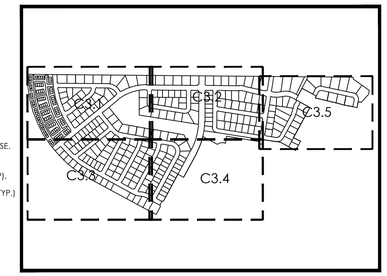
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MATCHLINE SEE SHEET C3.4



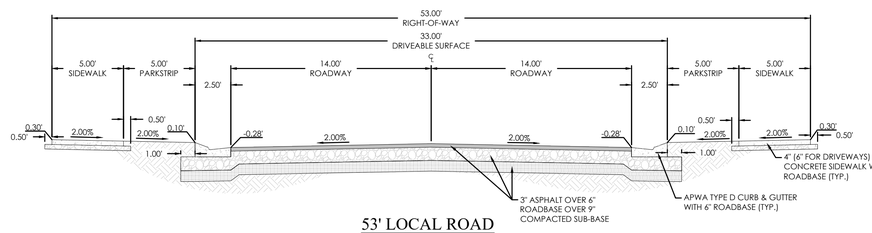
LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX SD — XX" STORM DRAIN
- XX SS — XX" SANITARY SEWER
- XX W — XX" CULINARY WATER
- XX PI — XX" PRESSURE IRRIGATION
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- XXXX — CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- Ex SD — EXIST. STORM DRAIN
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- X — X — X — EXIST. FENCE
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- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX — SPOT ELEVATION

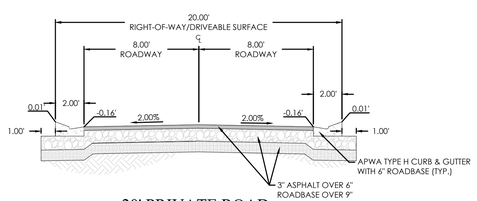


KEY MAP
N.T.S

63' RESIDENTIAL ROW
N.T.S. GARFIELD HILLS DR



53' LOCAL ROAD
N.T.S. O'NEAL, SHINGLE PEAK, DUCK WATER, STREET A, B, C ,F, H, I, J, K, L, M, O, P, Q,



20' PRIVATE ROAD
N.T.S. STREET D, E, G, H, N, R,S

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
SITE PLAN

REVISION BLOCK

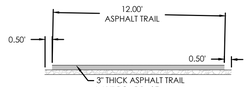
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SITE PLAN

Scale:	1"=50'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C3.5		

Z:_2024\24-0097 overland village 2 phase b preliminary\design\24-0097-dwg\sheet\C3.5 SITE PLAN.dwg





LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
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- XX SD — XX" STORM DRAIN
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- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX — SPOT ELEVATION

PROPOSED 12' TRAIL

EXISTING 12' TRAIL

PROPOSED10' TRAIL
TO BE CONSTRUCTED BY CITY

N

S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

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2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
TRAIL PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
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TRAIL PLAN

Scale:	1"=150'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C3.6		

z:_2024\24-0097 overland village 2 phase b preliminary\design\24-0097\dwg\sheets\C3.6 TRAIL PLAN.dwg



NOTE: IF TWO PARCELS ARE NEAR EACH OTHER THE COLOR HAS BEEN CHANGED TO DENOTE WHERE THE PARCEL ENDS. EACH PARCEL HAS A LEADER LABEL OR THE LABEL IS INSIDE THE COLOR OF THE AREA FOR THAT PARCEL.

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
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- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX — SPOT ELEVATION

N

S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

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2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

PARCEL PLAN

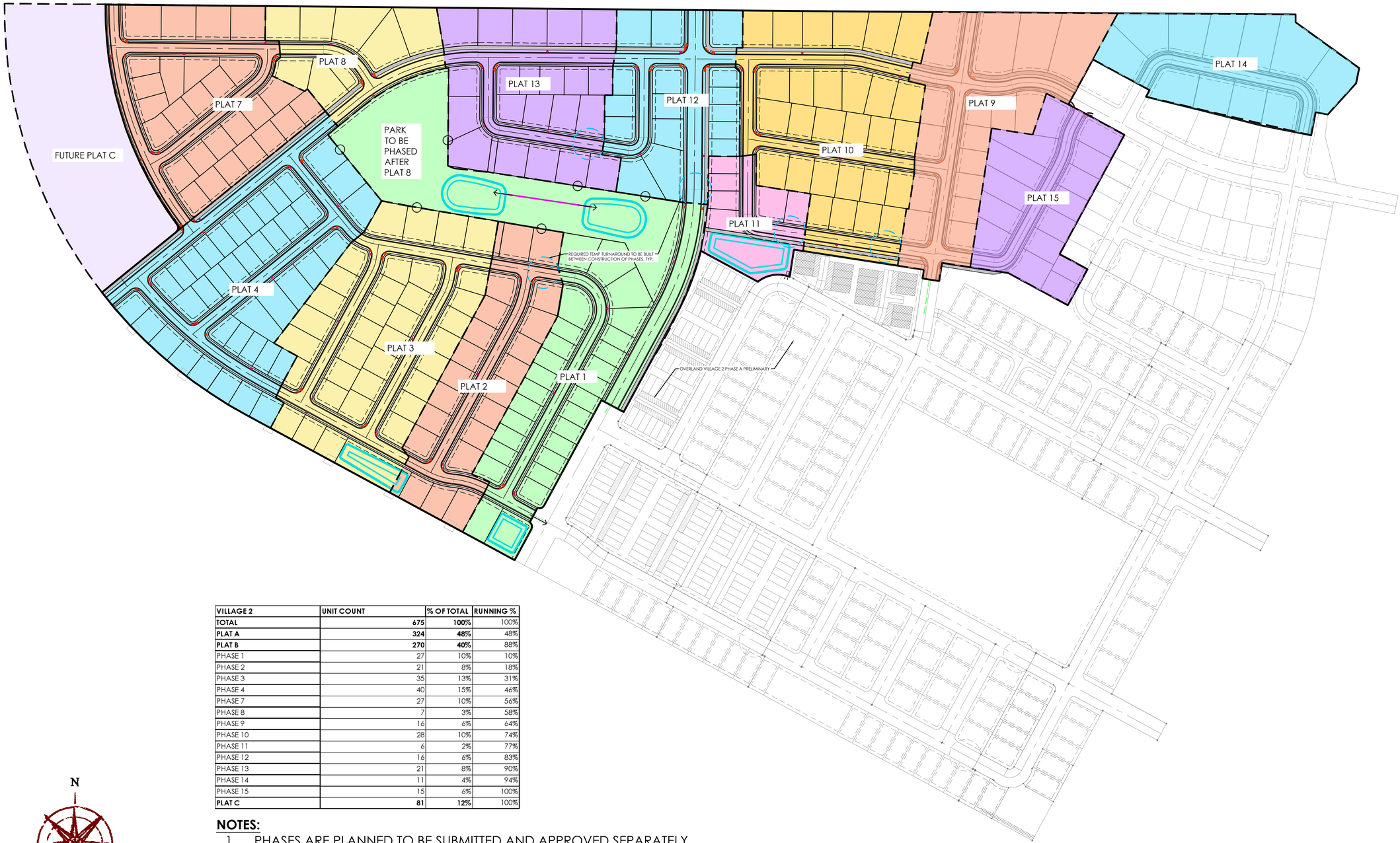
REVISION BLOCK

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5	----	----
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PARCEL PLAN

Scale:	1"=150'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C3.7		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheets\C3.7 PARCEL PLAN.dwg



VILLAGE 2	UNIT COUNT	% OF TOTAL	RUNNING %
TOTAL	**675**	**100%**	100%
PLAT A	**324**	**48%**	48%
PLAT B	**270**	**40%**	88%
PHASE 1	27	10%	10%
PHASE 2	21	8%	18%
PHASE 3	35	13%	31%
PHASE 4	40	15%	46%
PHASE 7	27	10%	56%
PHASE 8	7	3%	58%
PHASE 9	16	6%	64%
PHASE 10	28	10%	74%
PHASE 11	6	2%	77%
PHASE 12	16	6%	83%
PHASE 13	21	8%	90%
PHASE 14	11	4%	94%
PHASE 15	15	6%	100%
PLAT C	**81**	**12%**	100%

NOTES:

1. PHASES ARE PLANNED TO BE SUBMITTED AND APPROVED SEPARATELY. FINAL PLATS WILL TAKE INTO ACCOUNT ANY INFRASTRUCTURE REQUIRED AT PHASE BOUNDARIES.
2. PARK REQUIRED AFTER PHASE 8

N

S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

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OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

PHASING PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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PHASING PLAN

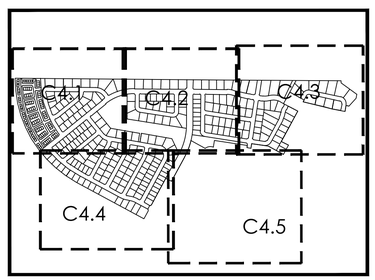
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Date: 02/02/2026 | Job #: 24-0097
Sheet: C3.8

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LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX SD — XX" STORM DRAIN
- XX SS — XX" SANITARY SEWER
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- o XXXX.XX — SPOT ELEVATION



KEY MAP
N.T.S

N

S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

Know what's below. Call 811 before you dig.

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REVISION BLOCK

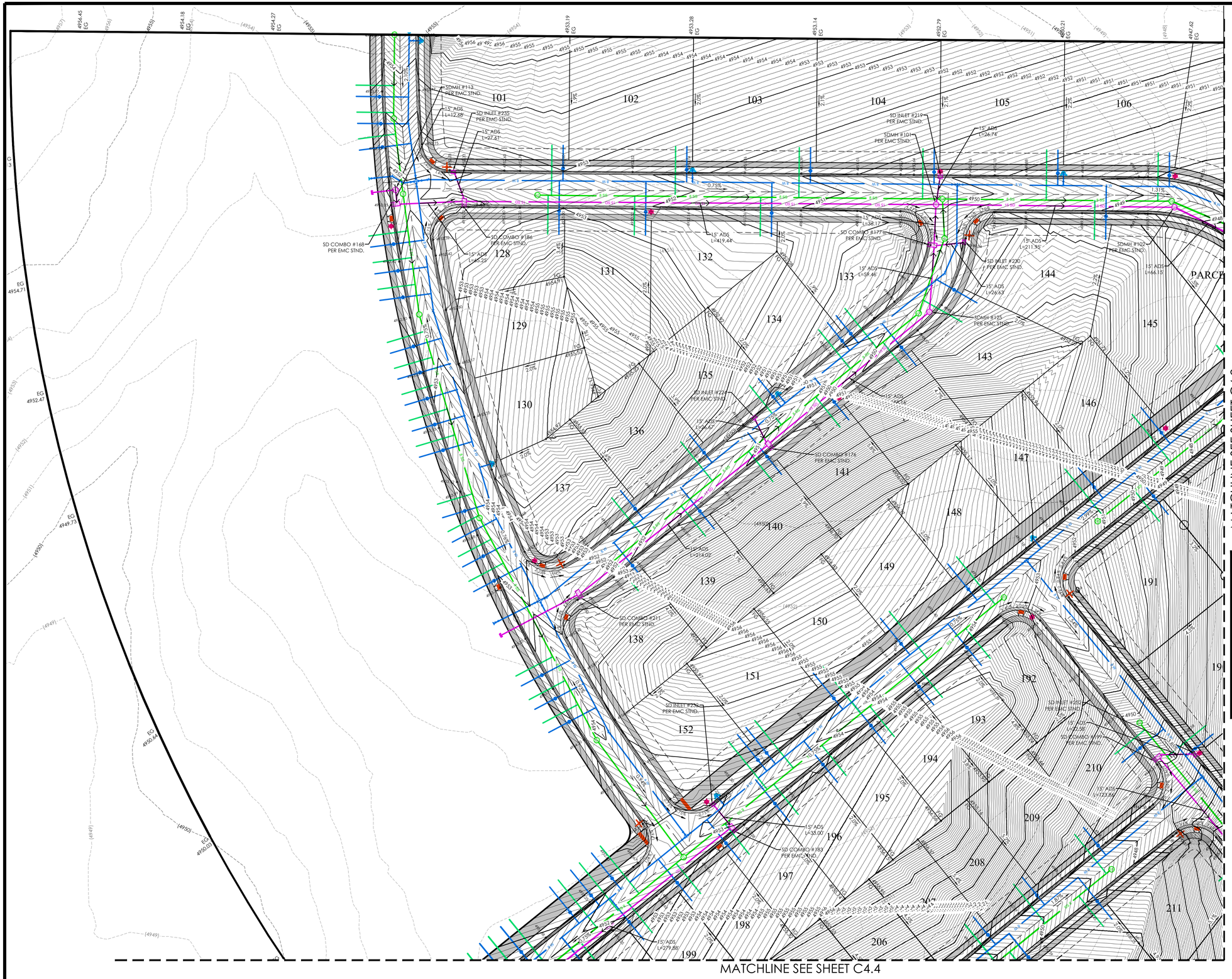
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OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
OVERALL GRADING & DRAINGE PLAN

OVERALL GRADING & DRAINGE PLAN

Scale:	1"=100'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C4		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\civil\sheets\C4.OVERALL GRADING PLAN.dwg



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LICENSED PROFESSIONAL ENGINEER
13890191-2202
BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

GRADING & DRAINAGE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
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GRADING & DRAINAGE PLAN

Scale: 1"=40'	Drawn: TM
Date: 02/02/2026	Job #: 24-0097
Sheet: C4.1	

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MATCHLINE SEE SHEET C4.1

MATCHLINE SEE SHEET C4.6

MATCHLINE SEE SHEET C4.3

PARCEL B

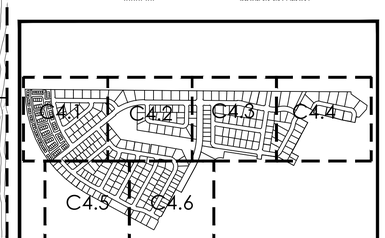
POND 5A
HIGH = 4934.90
5' DEEP

POND 5B
HIGH = 4934.90
5' DEEP

SD FLARED END #254
End Section or Headwall

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT



KEY MAP
N.T.S

Know what's below. Call 811 before you dig.

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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No. 13890191-2202
BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

GRADING & DRAINAGE PLAN

#	DATE	DESCRIPTION
1	----	----
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REVISION BLOCK

GRADING & DRAINAGE PLAN

Scale:	1"=40'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C4.2		

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MATCHLINE SEE SHEET C4.2

MATCHLINE SEE SHEET C4.4

MATCHLINE SEE SHEET C4.6

GARFIELD HILLS DRIVE

ARNOT PEAK

STREET O

STREET P

MOUNTAIN VIEW TRAIL

PARCEL C
POND B
HIGH = 4941.00
5' DEEP

SD FLARED END #255
End Section or Headwall

N

S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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Know what's below.
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KEY MAP
N.T.S

C4.1 C4.2 C4.3 C4.4 C4.5 C4.6

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
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- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION

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2/2/26
STATE OF UTAH

REVISION BLOCK

#	DATE	DESCRIPTION
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OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

GRADING & DRAINAGE PLAN

GRADING & DRAINAGE PLAN

Scale:	1"=40'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C4.3		

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MATCHLINE SEE SHEET C4.3

GARFIELD HILLS DRIVE

STREET A

STREET B

SD INLET #240 PER EMC STND.

SDMH #131 PER EMC STND.

SD INLET #241 PER EMC STND.

15" ADS L=25.65'

15" ADS L=26.60'

15" ADS L=193.44'

SDMH #132 PER EMC STND.

SDMH #133 PER EMC STND. 15" ADS L=59.81'

MATCHLINE A SEE SHEET THIS SHEET

MATCHLINE A SEE SHEET THIS SHEET

811 Know what's below. Call 811 before you dig.

N

S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
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- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION

C4.1 C4.2 C4.3 C4.4 C4.5 C4.6

KEY MAP
N.T.S

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OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
GRADING & DRAINAGE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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GRADING & DRAINAGE PLAN

Scale: 1"=40'	Drawn: TM
Date: 02/02/2026	Job #: 24-0097
Sheet: C4.4	

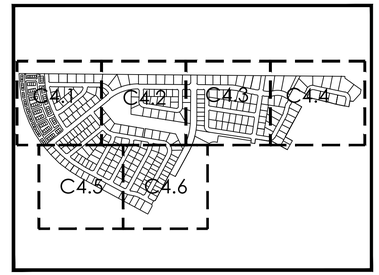
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MATCHLINE SEE SHEET C4.1

MATCHLINE SEE SHEET C4.6

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX SD — XX" STORM DRAIN
- XX SS — XX" SANITARY SEWER
- XX W — XX" CULINARY WATER
- XX PI — XX" PRESSURE IRRIGATION
- XXXX — CONTOUR MAJOR
- XXXX — CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- Ex SD — EXIST. STORM DRAIN
- Ex SS — EXIST. SANITARY SEWER
- Ex W — EXIST. CULINARY WATER
- EXIST. FENCE
- (XXXX) — EXIST. CONTOUR MAJOR
- (XXXX) — EXIST. CONTOUR MINOR
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- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- n XXXX XX — SPOT ELEVATION



KEY MAP
N.T.S

N

S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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EAGLE MOUNTAIN
GRADING & DRAINAGE PLAN

REVISION BLOCK

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GRADING & DRAINAGE PLAN

Scale:	1"=40'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C4.5		

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MATCHLINE SEE SHEET C4.2

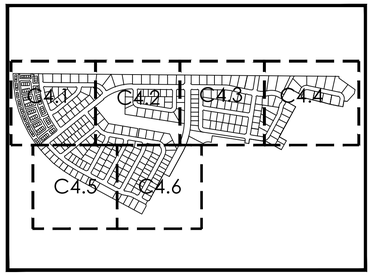
MATCHLINE SEE SHEET C4.5

MATCHLINE B SEE THIS SHEET

MATCHLINE B SEE THIS SHEET

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX SD — STORM DRAIN
- XX SS — SANITARY SEWER
- XX W — CULINARY WATER
- XX PI — PRESSURE IRRIGATION
- XXXX — CONTOUR MAJOR
- XXXX — CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- Ex SD — EXIST. STORM DRAIN
- Ex SS — EXIST. SANITARY SEWER
- Ex W — EXIST. CULINARY WATER
- EXIST. FENCE
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- XXXX XX — SPOT ELEVATION



KEY MAP
N.T.S

N

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GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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EAGLE MOUNTAIN
GRADING & DRAINAGE PLAN

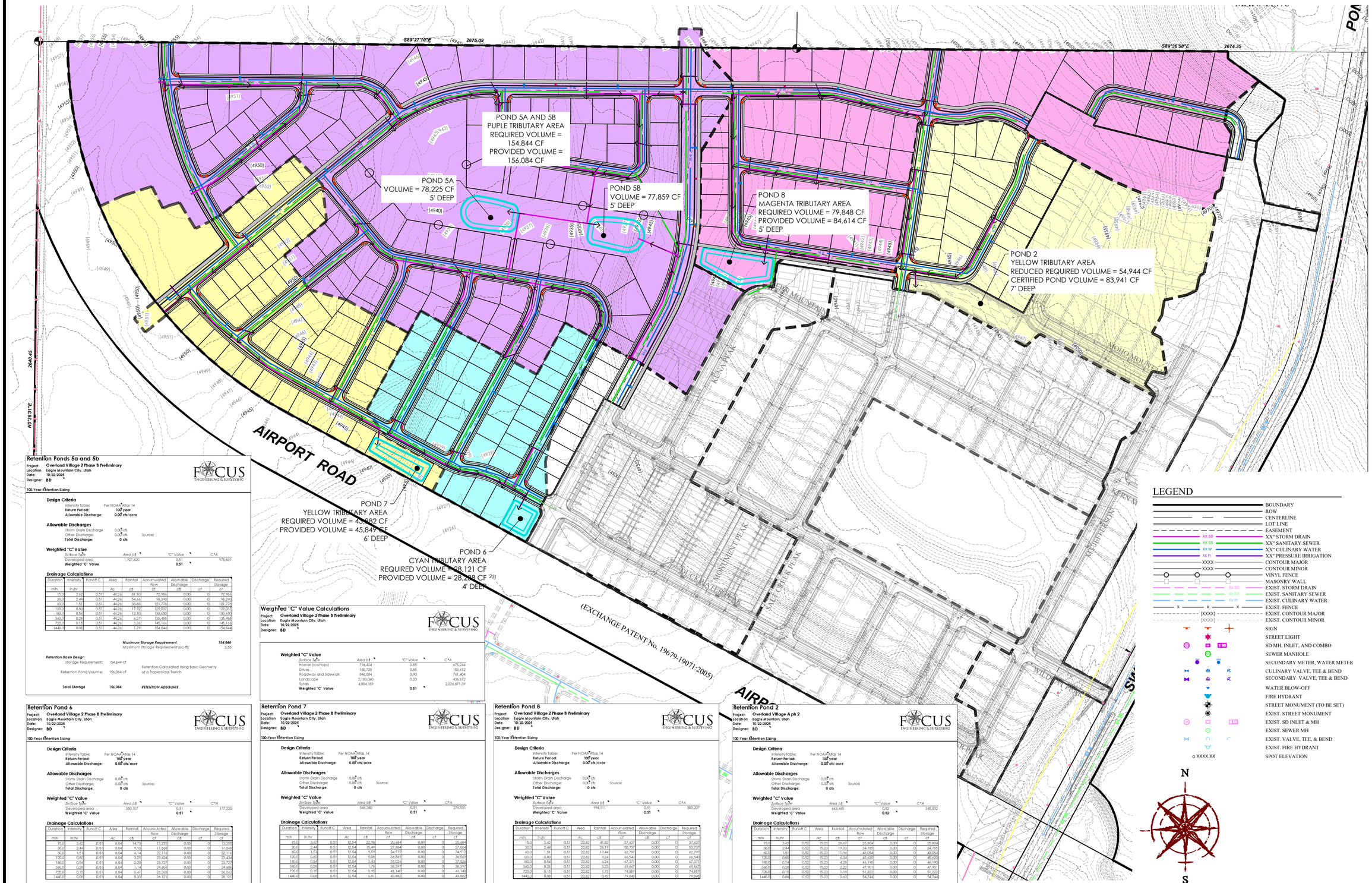
REVISION BLOCK

#	DATE	DESCRIPTION
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GRADING & DRAINAGE PLAN

Scale:	1"=40'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C4.6		

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Retention Ponds 5a and 5b

Project: Overland Village 2 Phase B Preliminary
Location: Eagle Mountain City, Utah
Date: 10/22/2025
Designer: BD

FOCUS ENGINEERING & SURVEYING

100-Year Retention Sizing

Design Criteria
Intensity Tables: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.07 cfs/acre

Allowable Discharges
Storm Drain Discharge 0.07 cfs
Other Discharge: 0.07 cfs Source:
Total Discharge: 0 cfs

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Developed area	1,927,620	0.51	975,839
Weighted "C" Value		0.51	

Drainage Calculations

Duration h	Intensity in/hr	Runoff C	Area Ac	Rainfall cfs	Accumulated Flow cf	Allowable Discharge cfs	Discharge cf	Required Storage cf
15.0	3.42	0.51	44.26	81.10	72,984	0.00	0	72,984
30.0	2.44	0.51	44.26	54.66	98,390	0.00	0	98,390
60.0	1.51	0.51	44.26	33.83	121,778	0.00	0	121,778
120.0	0.80	0.51	44.26	17.92	129,037	0.00	0	129,037
180.0	0.54	0.51	44.26	12.10	130,650	0.00	0	130,650
360.0	0.28	0.51	44.26	6.27	135,488	0.00	0	135,488
720.0	0.15	0.51	44.26	3.36	145,166	0.00	0	145,166
1440.0	0.08	0.51	44.26	1.79	154,844	0.00	0	154,844

Maximum Storage Requirement: **154,844**
Maximum Storage Requirement (ac-ft): 3.55

Retention Basin Design
Storage Requirement: 154,844 cf
Retention Pond Volume: 156,084 cf
Retention Calculated Using Basic Geometry of a Trapezoidal Trench

Total Storage 156,084 ***RETENTION ADEQUATE***

Weighted "C" Value Calculations

Project: Overland Village 2 Phase B Preliminary
Location: Eagle Mountain City, Utah
Date: 10/22/2025
Designer: BD

FOCUS ENGINEERING & SURVEYING

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Homes (no rooftops)	794,404	0.85	675,244
Drives	180,720	0.85	153,612
Roadway and Sidewalk	846,004	0.90	761,404
Landscape	2,183,060	0.20	436,612
To tals	4,004,189		2,026,871.39
Weighted "C" Value		**0.51**	

Retention Pond 6

Project: Overland Village 2 Phase B Preliminary
Location: Eagle Mountain City, Utah
Date: 10/22/2025
Designer: BD

FOCUS ENGINEERING & SURVEYING

100-Year Retention Sizing

Design Criteria
Intensity Tables: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.07 cfs/acre

Allowable Discharges
Storm Drain Discharge 0.07 cfs
Other Discharge: 0.07 cfs Source:
Total Discharge: 0 cfs

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Developed area	350,107	0.51	177,220
Weighted "C" Value		0.51	

Drainage Calculations

Duration h	Intensity in/hr	Runoff C	Area Ac	Rainfall cfs	Accumulated Flow cf	Allowable Discharge cfs	Discharge cf	Required Storage cf
15.0	3.42	0.51	8.04	14.73	13,255	0.00	0	13,255
30.0	2.44	0.51	8.04	9.93	17,868	0.00	0	17,868
60.0	1.51	0.51	8.04	6.14	22,116	0.00	0	22,116
120.0	0.80	0.51	8.04	3.25	23,434	0.00	0	23,434
180.0	0.54	0.51	8.04	2.20	23,727	0.00	0	23,727
360.0	0.28	0.51	8.04	1.14	24,606	0.00	0	24,606
720.0	0.15	0.51	8.04	0.61	26,363	0.00	0	26,363
1440.0	0.08	0.51	8.04	0.33	28,121	0.00	0	28,121

Maximum Storage Requirement: **28,121**
Maximum Storage Requirement (ac-ft): 0.65

Retention Basin Design
Storage Requirement: 28,121 cf
Retention Pond Volume: 28,238 cf
Retention Calculated Using Basic Geometry of a Trapezoidal Trench

Total Storage 28,238 ***RETENTION ADEQUATE***

Retention Pond 7

Project: Overland Village 2 Phase B Preliminary
Location: Eagle Mountain City, Utah
Date: 10/22/2025
Designer: BD

FOCUS ENGINEERING & SURVEYING

100-Year Retention Sizing

Design Criteria
Intensity Tables: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.07 cfs/acre

Allowable Discharges
Storm Drain Discharge 0.07 cfs
Other Discharge: 0.07 cfs Source:
Total Discharge: 0 cfs

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Developed area	546,340	0.51	276,551
Weighted "C" Value		0.51	

Drainage Calculations

Duration h	Intensity in/hr	Runoff C	Area Ac	Rainfall cfs	Accumulated Flow cf	Allowable Discharge cfs	Discharge cf	Required Storage cf
15.0	3.42	0.51	12.54	22.98	20,684	0.00	0	20,684
30.0	2.44	0.51	12.54	15.49	27,884	0.00	0	27,884
60.0	1.51	0.51	12.54	9.59	34,512	0.00	0	34,512
120.0	0.80	0.51	12.54	5.08	36,569	0.00	0	36,569
180.0	0.54	0.51	12.54	3.43	37,026	0.00	0	37,026
360.0	0.28	0.51	12.54	1.78	38,397	0.00	0	38,397
720.0	0.15	0.51	12.54	0.95	41,140	0.00	0	41,140
1440.0	0.08	0.51	12.54	0.51	43,882	0.00	0	43,882

Maximum Storage Requirement: **43,882**
Maximum Storage Requirement (ac-ft): 1.01

Retention Basin Design
Storage Requirement: 43,882 cf
Retention Pond Volume: 45,849 cf
Retention Calculated Using Basic Geometry of a Trapezoidal Trench

Total Storage 45,849 ***RETENTION ADEQUATE***

Retention Pond 8

Project: Overland Village 2 Phase B Preliminary
Location: Eagle Mountain City, Utah
Date: 10/22/2025
Designer: BD

FOCUS ENGINEERING & SURVEYING

100-Year Retention Sizing

Design Criteria
Intensity Tables: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.07 cfs/acre

Allowable Discharges
Storm Drain Discharge 0.07 cfs
Other Discharge: 0.07 cfs Source:
Total Discharge: 0 cfs

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Developed area	994,111	0.51	503,207
Weighted "C" Value		0.51	

Drainage Calculations

Duration h	Intensity in/hr	Runoff C	Area Ac	Rainfall cfs	Accumulated Flow cf	Allowable Discharge cfs	Discharge cf	Required Storage cf
15.0	3.42	0.51	22.82	41.82	37,637	0.00	0	37,637
30.0	2.44	0.51	22.82	28.19	50,737	0.00	0	50,737
60.0	1.51	0.51	22.82	17.44	62,797	0.00	0	62,797
120.0	0.80	0.51	22.82	9.24	66,540	0.00	0	66,540
180.0	0.54	0.51	22.82	6.24	67,371	0.00	0	67,371
360.0	0.28	0.51	22.82	3.23	69,867	0.00	0	69,867
720.0	0.15	0.51	22.82	1.73	74,857	0.00	0	74,857
1440.0	0.08	0.51	22.82	0.92	79,848	0.00	0	79,848

Maximum Storage Requirement: **79,848**
Maximum Storage Requirement (ac-ft): 1.83

Retention Basin Design
Storage Requirement: 79,848 cf
Retention Pond Volume: 84,614 cf
Retention Calculated Using Basic Geometry of a Trapezoidal Trench

Total Storage 84,614 ***RETENTION ADEQUATE***

Retention Pond 2

Project: Overland Village A ph 2
Location: Eagle Mountain, Utah
Date: 10/22/2025
Designer: BD

FOCUS ENGINEERING & SURVEYING

100-Year Retention Sizing

Design Criteria
Intensity Tables: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.07 cfs/acre

Allowable Discharges
Storm Drain Discharge 0.07 cfs
Other Discharge: 0.07 cfs Source:
Total Discharge: 0 cfs

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Developed area	663,465	0.52	345,002
Weighted "C" Value		0.52	

Drainage Calculations

Duration h	Intensity in/hr	Runoff C	Area Ac	Rainfall cfs	Accumulated Flow cf	Allowable Discharge cfs	Discharge cf	Required Storage cf
15.0	3.42	0.52	15.23	26.47	25,804	0.00	0	25,804
30.0	2.44	0.52	15.23	19.33	34,785	0.00	0	34,785
60.0	1.51	0.52	15.23	11.96	43,054	0.00	0	43,054
120.0	0.80	0.52	15.23	6.34	45,620	0.00	0	45,620
180.0	0.54	0.52	15.23	4.28	46,190	0.00	0	46,190
360.0	0.28	0.52	15.23	2.22	47,901	0.00	0	47,901
720.0	0.15	0.52	15.23	1.19	51,323	0.00	0	51,323
1440.0	0.08	0.52	15.23	0.63	54,744	0.00	0	54,744

Maximum Storage Requirement: **54,744**
Maximum Storage Requirement (ac-ft): 1.26

Retention Basin Design
Storage Requirement: 54,744 cf
Retention Pond Volume: 83,601 cf
Retention Calculated Using Basic Geometry of a Trapezoidal Trench

Total Storage 83,601 ***RETENTION ADEQUATE***

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
- CULINARY VALVE, TEE & BEND
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- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- XXXX.XX SPOT ELEVATION

N

S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

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2/2/26
STATE OF UTAH

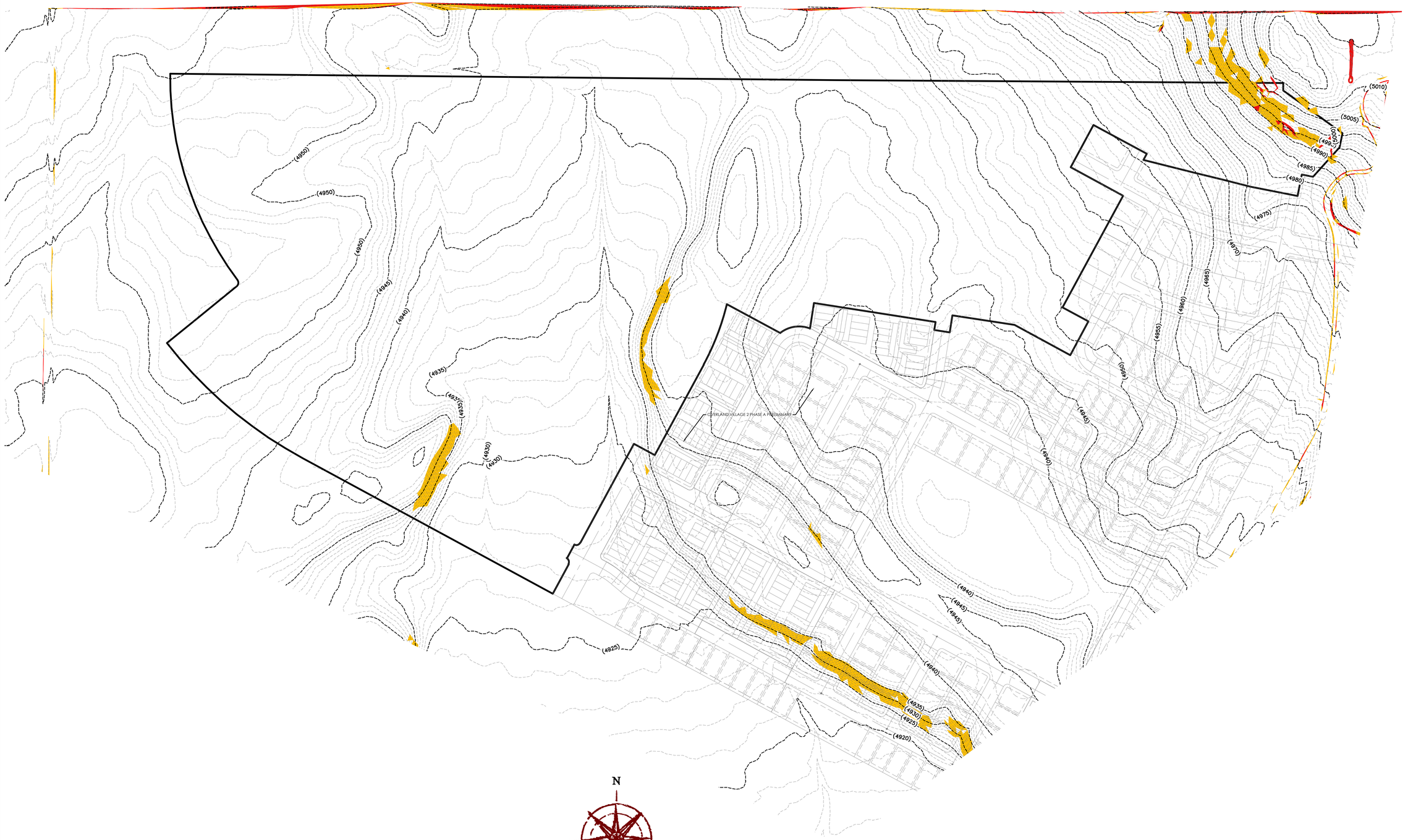
OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
POND CALCULATIONS

REVISION BLOCK		
#	DATE	DESCRIPTION
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POND CALCULATIONS

Scale: 1"=150' Drawn: TM
Date: 02/02/2026 Job #: 24-0097
Sheet: C4.7

Z:_2024\24-0097 overland village 2 phase b design 24-0097\dwg\sheets\C4.6 OVERALL DRAINAGE PLAN.dwg



ID	Minimum Slope	Maximum Slope	Scheme: Reds
1	15.0000%	25.0000%	
2	25.0000%	99.0000%	

N

S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
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OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
SLOPE ANALYSIS

REVISION BLOCK

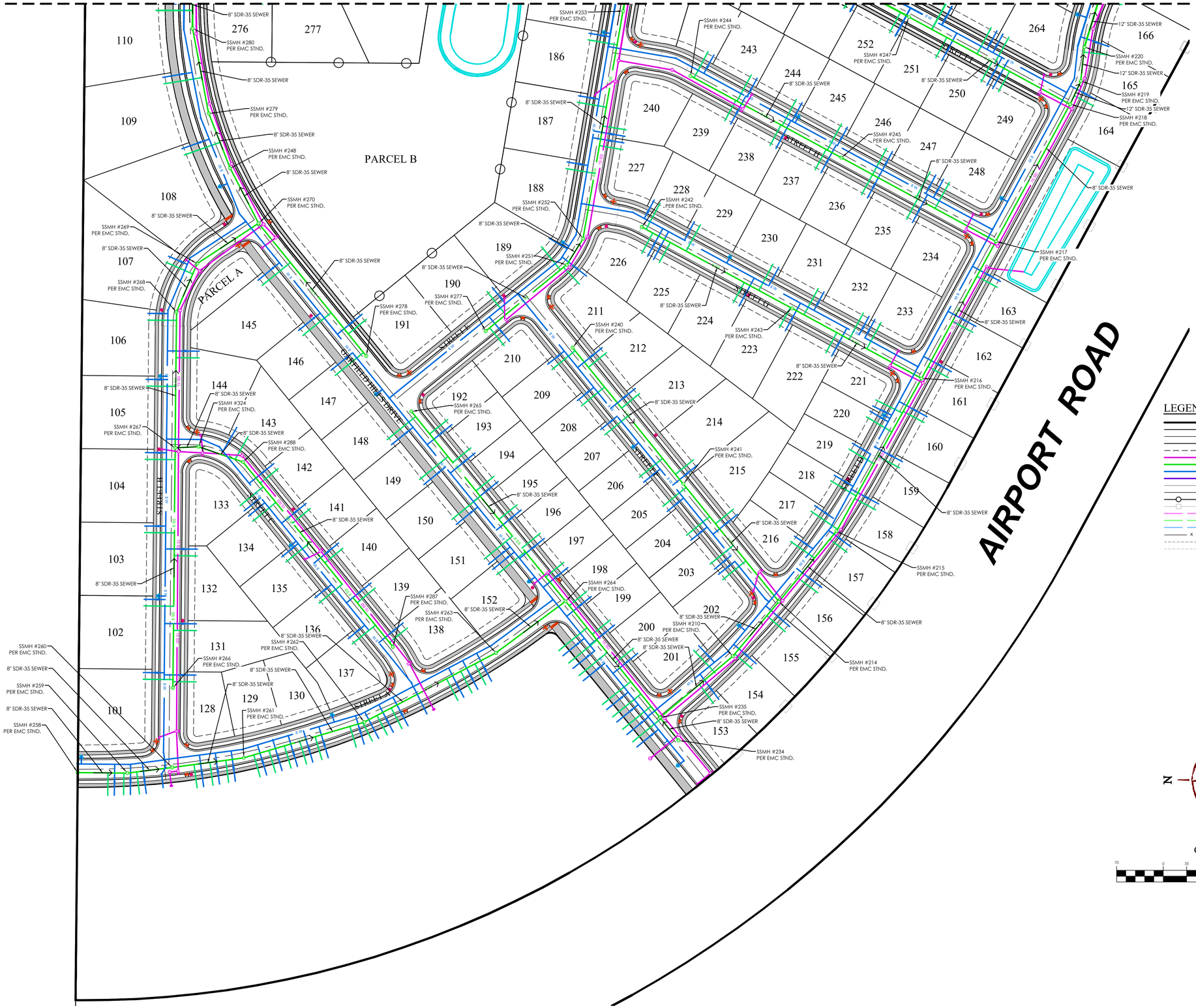
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SLOPE ANALYSIS

Scale: 1"=150' | Drawn: TM
Date: 02/02/2026 | Job #: 24-0097
Sheet: C4.8

Z:\...202A\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheet\C4.7 SLOPE ANALYSIS.dwg

MATCHLINE SEE SHEET C5.1



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
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- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- XXXX.XX SPOT ELEVATION

N S

GRAPHIC SCALE

70 0 35 70 140 280

(IN FEET)
1 inch = 70 ft.

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OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
SEWER PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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SEWER PLAN

Scale:	1"=70'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C5		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\.dwg\sheets\C5.SEWERPLAN.dwg

MATCHLINE SEE SHEET C5.2

MATCHLINE SEE SHEET C5.0

EAGLE MOUNTAIN

KUNA PEAK

ARNOT PEAK

LOWRY TOP

HERA MOUNTAIN

STREET L

STREET M

STREET N

STREET K

GARFIELD HILLS DRIVE

PARCEL C

CONNECT TO EXIST SEWER

STRUCTURE - (54) SSMH

STRUCTURE - (55) SSMH

STRUCTURE - (57) SSMH

8" SDR-35 SEWER

12" SDR-35 SEWER

SSMH #303 PER EMC STND.

SSMH #315 PER EMC STND.

SSMH #305 PER EMC STND.

SSMH #300 PER EMC STND.

SSMH #306 PER EMC STND

SSMH #296 PER EMC STND.

SSMH #304 PER EMC STND.

SSMH #294 PER EMC STND.

SSMH #297 PER EMC STND.

SSMH #295 PER EMC STND.

SSMH #293 PER EMC STND.

SSMH #302 PER EMC STND.

SSMH #301 PER EMC STND.

SSMH #298 PER EMC STND.

SSMH #299 PER EMC STND.

SSMH #271 PER EMC STND.

SSMH #272 PER EMC STND.

SSMH #273 PER EMC STND.

SSMH #274 PER EMC STND.

SSMH #275 PER EMC STND.

SSMH #285 PER EMC STND.

SSMH #292 PER EMC STND.

SSMH #291 PER EMC STND.

SSMH #284 PER EMC STND.

SSMH #289 PER EMC STND.

SSMH #286 PER EMC STND.

SSMH #290 PER EMC STND.

SSMH #281 PER EMC STND.

SSMH #282 PER EMC STND.

SSMH #283 PER EMC STND.

SSMH #280 PER EMC STND.

SSMH #212 PER EMC STND.

SSMH #255 PER EMC STND.

SSMH #211 PER EMC STND.

SSMH #254 PER EMC STND.

SSMH #276 PER EMC STND.

SSMH #256 PER EMC STND.

SSMH #257 PER EMC STND.

SSMH #223 PER EMC STND.

SSMH #246 PER EMC STND.

SSMH #253 PER EMC STND.

SSMH #247 PER EMC STND.

SSMH #222 PER EMC STND.

SSMH #221 PER EMC STND.

SSMH #220 PER EMC STND.

LEGEND

- BOUNDARY
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- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX SPOT ELEVATION

N S

GRAPHIC SCALE

70 0 35 70 140 280

(IN FEET)
1 inch = 70 ft.

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BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

SEWER PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
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5	----	----
6	----	----

SEWER PLAN

Scale:	1"=70'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C5.1		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\civil\sheets\C5.1 SEWERPLAN.dwg



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX SD — XX" STORM DRAIN
- XX SS — XX" SANITARY SEWER
- XX W — XX" CULINARY WATER
- XX PI — XX" PRESSURE IRRIGATION
- XXXX — CONTOUR MAJOR
- XXXX — CONTOUR MINOR
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2/2/26
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EAGLE MOUNTAIN

SEWER PLAN

REVISION BLOCK

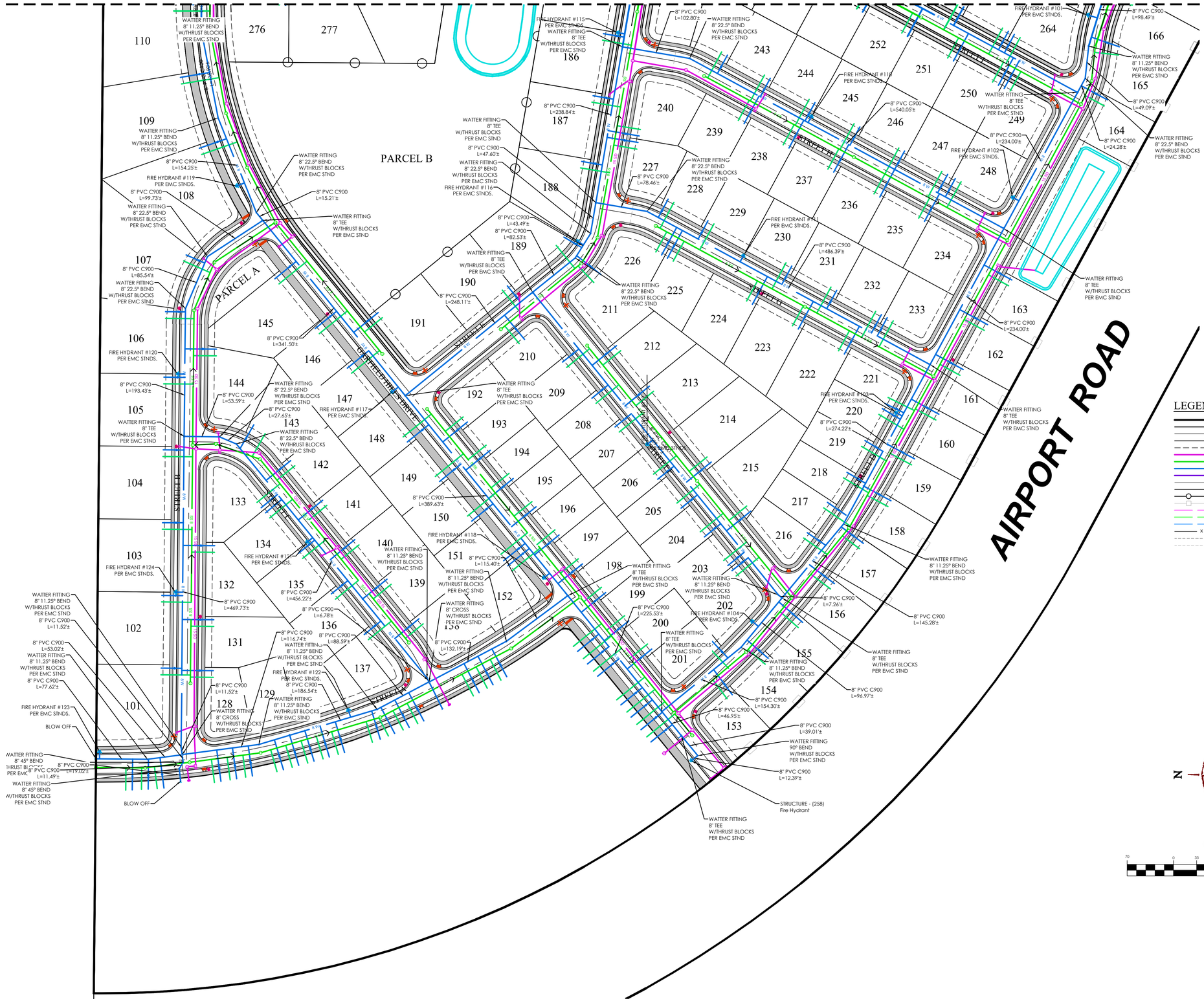
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SEWER PLAN

Scale:	1"=70'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C5.2		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\civil\sheets\C5.2 SEWERPLAN.dwg

MATCHLINE SEE SHEET C6.1



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX SD — XX" STORM DRAIN
- XX SS — XX" SANITARY SEWER
- XX W — XX" CULINARY WATER
- XX PI — XX" PRESSURE IRRIGATION
- XXXX — CONTOUR MAJOR
- XXXX — CONTOUR MINOR
- VINYL FENCE
- MASONRY WALL
- Ex SD — EXIST. STORM DRAIN
- Ex SS — EXIST. SANITARY SEWER
- Ex W — EXIST. CULINARY WATER
- EXIST. FENCE
- (XXXX) — EXIST. CONTOUR MAJOR
- (XXXX) — EXIST. CONTOUR MINOR
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- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX — SPOT ELEVATION

N S

GRAPHIC SCALE

70 0 35 70 140 280

(IN FEET)
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2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
WATER PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
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WATER PLAN

Scale:	1"=70'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C6		

Z:_202A\24-0097 overland village 2 phase b preliminary\design\24-0097\dwg\sheet\\C6.WATER PLAN.dwg

MATCHLINE SEE SHEET C6.2

MATCHLINE SEE SHEET C6.0

EAGLE MOUNTAIN

KUNA PEAK

ARNOT PEAK

LOWRY TOP

STREET L

STREET M

STREET K

GARFIELD HILLS DRIVE

PARCEL C

CONNECT TO EXIST WATER

CONNECT TO EXIST SEWER

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
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EAGLE MOUNTAIN

WATER PLAN

REVISION BLOCK		
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WATER PLAN

Scale:	1"=70'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C6.1		

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LEGEND

- BOUNDARY
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- XX" SANITARY SEWER
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OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
WATER PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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WATER PLAN

Scale:	1"=70'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C6.2		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheets\C6.2 WATER PLAN.dwg

MATCHLINE SEE SHEET C7.1

PARCEL A

PARCEL B

PARCEL C

PARCEL W

AIRPORT ROAD

OVERLAND VILLAGE 2 PHASE A PRELIMINARY

EROSION CONTROL LEGEND

- CONSTRUCTION ENTRANCE
- MATERIALS STORAGE
- FUEL TANKS
- CONCRETE WASHOUT
- TRASH BIN
- PORTABLE TOILET
- CONSTRUCTION TRAILER
- INLET PROTECTION
- SURFACE WATERS
- OUTFALL
- SILT FENCE OR BERM (SF)
- CUTBACK CURB
- FIBER ROLL

N

S

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)

1 inch = 80 ft.

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OVERLAND VILLAGE 2 PHASE B CONCEPT

EAGLE MOUNTAIN

EROSION CONTROL PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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EROSION CONTROL PLAN

Scale: 1"=80' | Drawn: TM

Date: 02/02/2026 | Job #: 24-0097

Sheet: C7

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheets\C7 EROSION CONTROL PLAN.dwg



EROSION CONTROL LEGEND

- CONSTRUCTION ENTRANCE
- MATERIALS STORAGE
- FUEL TANKS
- CONCRETE WASHOUT
- TRASH BIN
- PORTABLE TOILET
- CONSTRUCTION TRAILER
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(IN FEET)

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2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
EROSIN CONTROL PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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EROSIN CONTROL PLAN

Scale:	1"=80'	Drawn:	TM
Date:	02/02/2026	Job #:	24-0097
Sheet:	C7.1		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheets\C7.1 EROSION CONTROL PLAN.dwg



TREE LEGEND

- Malus 'Royal Raindrops' — Royal Raindrops Crab 1 1/2" cal.
- Spring Snow Flowering Crab 1 1/2" cal.
- Zelkova serrata 'Village Green' — Village Green Zelkova 1 1/2" cal.
- Bur Oak 1 1/2" cal.
- Shademaster Honey Locust 1 1/2" cal.

NATIVE TREE LEGEND

- Juniperus osteosperma — Utah Juniper 6' height

NOTE:
REFERENCE STREET TREE PLAN STARTING SHEET L2.0

PLANT SCHEDULE FOR TOWNHOMES

Symbol	Scientific Name	Common Name	Size	Waterwise
SHRUBS				
AMG	Aronia melanocarpa 'Ground Hog'	Ground Hog Aronia	2 Gal	No
BTC	Berberis thunbergii atro 'Concorde'	Dark Red-Purple Barberry	2 Gal	No
BDH	Buddleia davidii 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	2 Gal	Yes
BGV	Buxus 'Green Velvet'	Green Velvet Boxwood	2 Gal	No
CCF	Caryopteris clandonensis 'First Choice'	First Choice Bluebeard	2 Gal	Yes
HSL	Hibiscus syriacus 'Lil Kim'	Dwarf Rose of Sharon	5 Gal	Yes
HPL	Hydrangea paniculata Lavalamp Flare	Lavalamp Flare Hydrangea	5 Gal	No
MAC	Mahonia aquifolium 'Compacta'	Compact Oregon Grape	5 Gal	Yes
POL	Physocarpus opulifolius 'Donna May'	Little Devil Ninebark	5 Gal	Yes
PON	Physocarpus opulifolius 'Nugget'	Dwarf Ninebark	5 Gal	Yes
PMM	Pinus mugo 'Mughus'	Dwarf Mugo Pine	5 Gal	Yes
PFD	Potentilla fruiticosa 'Dakota Sunspot'	Dakota Sunspot Potentilla	2 Gal	Yes
RMC	Rosa 'Meidiland Crimson'	Crimson Meidiland Rose	5 Gal	Yes
RMW	Rosa 'Meidiland White'	White Meidiland Rose	5 Gal	Yes
SBA	Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spiraea	2 Gal	No
SBG	Spiraea bumalda 'Goldmound'	Gold Spiraea	2 Gal	No
SJD	Spiraea japonica 'Doozie'	Doozie Spiraea	2 Gal	No
SBL	Syringa x 'Bloomerang'	Dark Purple Reblooming Lilac	5 Gal	No
TME	Taxus media 'Everlow'	Everlow Yew	5 Gal	Yes
PERENNIALS & ORNAMENTAL GRASSES				
CAK	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 Gal	Yes
HSS	Helictotrichon sempervirens 'Sapphire'	Blue Oat Grass	1 Gal	Yes
HSO	Hemerocallis 'Stella de Oro'	Stella de Oro Daylilly	1 Gal	Yes
PVS	Panicum virgatum 'Shenandoah'	Switch Grass	1 Gal	Yes
PAH	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	1 Gal	Yes
RFC	Rudbeckia fulgida 'City Garden'	Black Eyed Susan	1 Gal	No
SNE	Salvia nemorosa 'East Friesland'	East Friesland Salvia	1 Gal	Yes

LANDSCAPE NOTES:

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
2. ALL PLANTING BEDS WILL HAVE 4" DEPTH DECORATIVE RIVER COBBLE
3. INSTALL PLASTIC EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.

NATIVE PLANT SCHEDULE

Symbol	Scientific Name	Common Name	Size
SHRUBS			
ATS	Artemisia tridentata	Big Sagebrush	2 Gal
CLM	Cercocarpus ledifolius	Curleaf Mountain Mahogany	2 Gal
ENR	Ericameria nauseosus	Rubber Rabbit Brush	2 Gal
FPF	Fallugia paradoxa	Apache Flume	1 Gal
JCC	Juniperus communis	Common Juniper	1 Gal
PMN	Physocarpus malvaceous	Mallow Ninebark	2 Gal
PTB	Purshia tridentata	Antelope Bitterbrush	2 Gal
RTS	Rhus trilobata	Three Leaf Sumac	2 Gal
RAC	Ribes aureum	Golden Current	1 Gal
RWW	Rosa woodsii	Woods Rose	1 Gal

NOTES:

1. ALL PLANTING BEDS WILL HAVE 4" DEPTH OF RIVER ROCK OR CRUSHED GRAVEL. WITH DEWITT OR EQUIVALENT WEED BARRIER. 1" MINIMUM AND CANNOT REPLICATE THE COLOR OF ADJACENT CONCRETE SIDEWALK

LEGEND

NATIVE GRASS/WILDFLOWERS (45,944 SF)

IRRIGATION PLANS, DETAILS AND SPECIFICATIONS TO BE PROVIDED WITH PRELIMINARY PLATS.

NATIVE GRASS/WILDFLOWER SEED MIX

SLENDER WHEATGRASS	18%
WESTERN WHEATGRASS	20%
BLUEBUNCH WHEATGRASS	20%
SHEEP FESCUE	4%
SANDBERG BLUEGRASS	3%
INDIAN RICEGRASS	10%
BLANKET FLOWER	5%
BLUE FLAX	10%
CALIFORNIA POPPY	10%

APPLICATION:

1. APPLY 4 TO 6 INCHES OF NATIVE TOP SOIL TO DISTURBED AREAS. TOPSOIL SHALL COME FROM THE LOCAL AREA OR STOCKPILED TOPSOIL FROM AREAS BEING DISTURBED. NO SUBSURFACE SOIL SHALL BE USED. IT IS IMPORTANT TO USE SOIL THAT HAS MINIMAL AMOUNT OF WEED SEED.
2. APPLY SEED MIX AT A RATE OF TWENTY POUNDS PER ACRE (20 LBS./AC.). APPLY SEED MIX BY DRILLING OR LIGHTLY RAKE INTO 1/4" OF SOIL.
3. AFTERWARDS, APPLY HYDROMULCH OVER DRILL SEEDED AREAS USING SILVA FIBRE MULCH AT 1400 LBS. PER ACRE.
4. SEED MIX APPLICATION TO BE FROM OCTOBER 15 TO DECEMBER 15 AND WHEN SOIL TEMPERATURE IS CONSISTENTLY BELOW 50 DEGREES F. (SEED MIX PROVIDED BY GRANITE SEED, LEHI, UTAH)

N S

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

Know what's below. Call 811 before you dig.

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www.focus-es.com

LICENSED LANDSCAPE ARCHITECT
No. 8028950-5301
THOMAS M. ROMNEY
02-02-2026
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B PRELIMINARY

EAGLE MOUNTAIN CITY, UTAH

LANDSCAPE PLAN

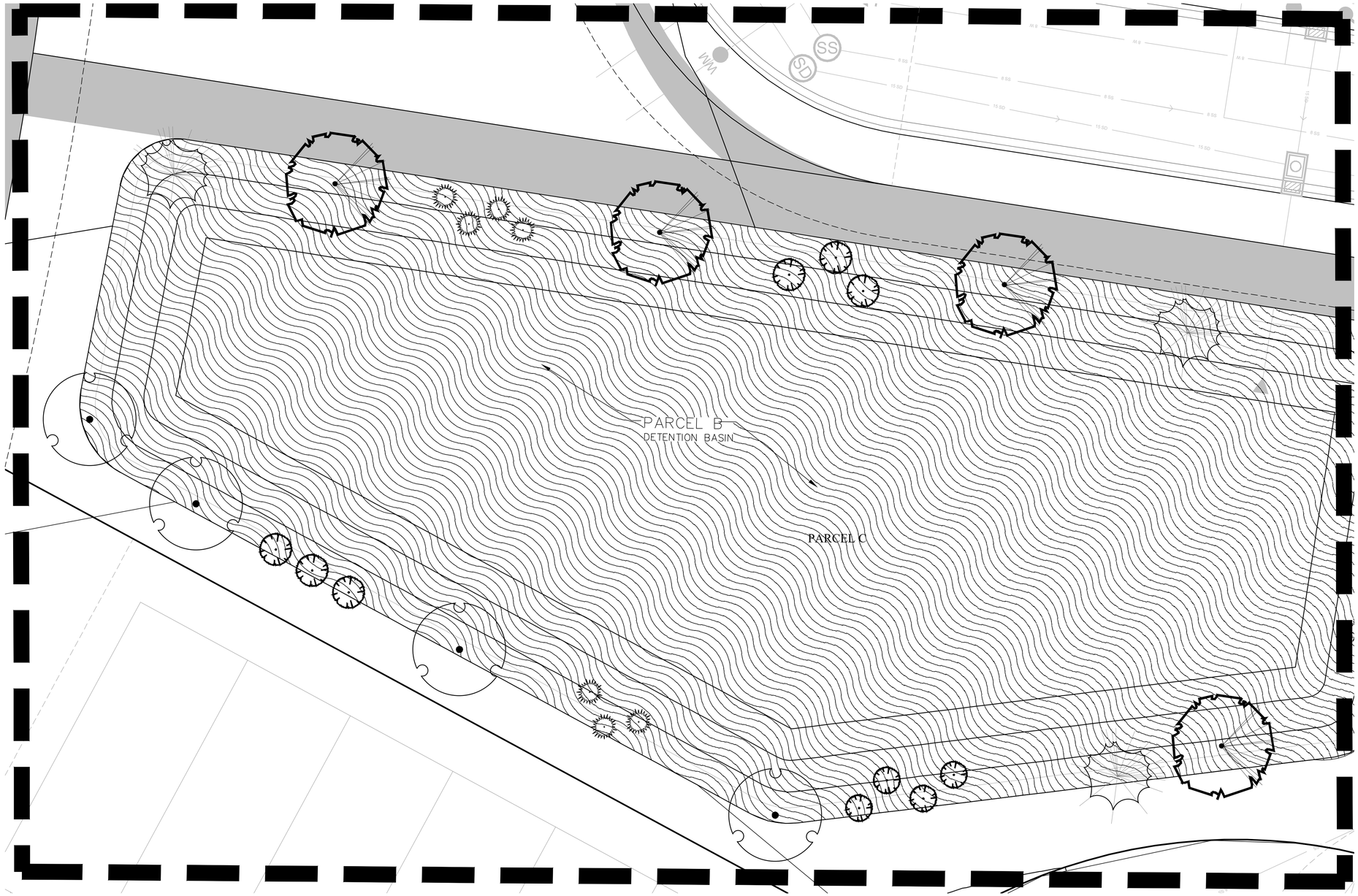
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LANDSCAPE PLAN

Scale: 1"=200' | Drawn: MH
Date: 02/02/2026 | Job #: 24-0097
Sheet: L1.0

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TREE LEGEND

- Malus 'Royal Raindrops' — Royal Raindrops Crab 1 1/2" cal.
- Spring Snow Flowering Crab 1 1/2" cal.
- Zelkova serrata 'Village Green' — Village Green Zelkova 1 1/2" cal.
- Bur Oak 1 1/2" cal.
- Shademaster Honey Locust 1 1/2" cal.

NATIVE TREE LEGEND

- Juniperus osteosperma — Utah Juniper 6' height

LEGEND

- NATIVE GRASS/WILDFLOWERS

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

N

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LANDSCAPE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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LANDSCAPE PLAN

Scale:	1"=10'	Drawn:	MH
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L1.2

167

PARCEL G
DETENTION BASIN

ARNOT PEAK

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LANDSCAPE PLAN

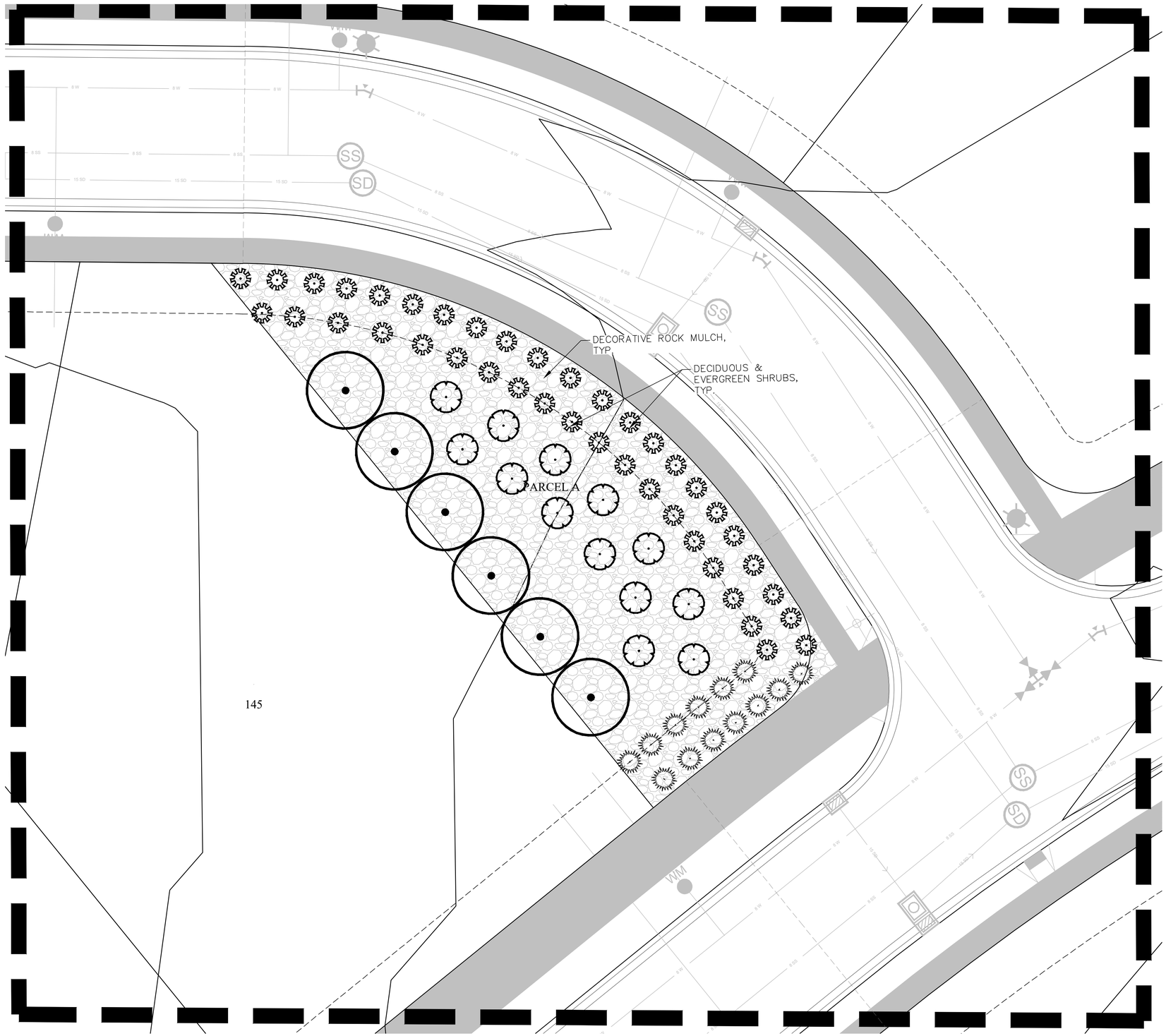
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LANDSCAPE PLAN

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RELOCATE THE COLOR OF ADJACENT CONCRETE.

LEGEND

NATIVE GRASS/WILDFLOWERS

N

S

GRAPHIC SCALE

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LANDSCAPE PLAN

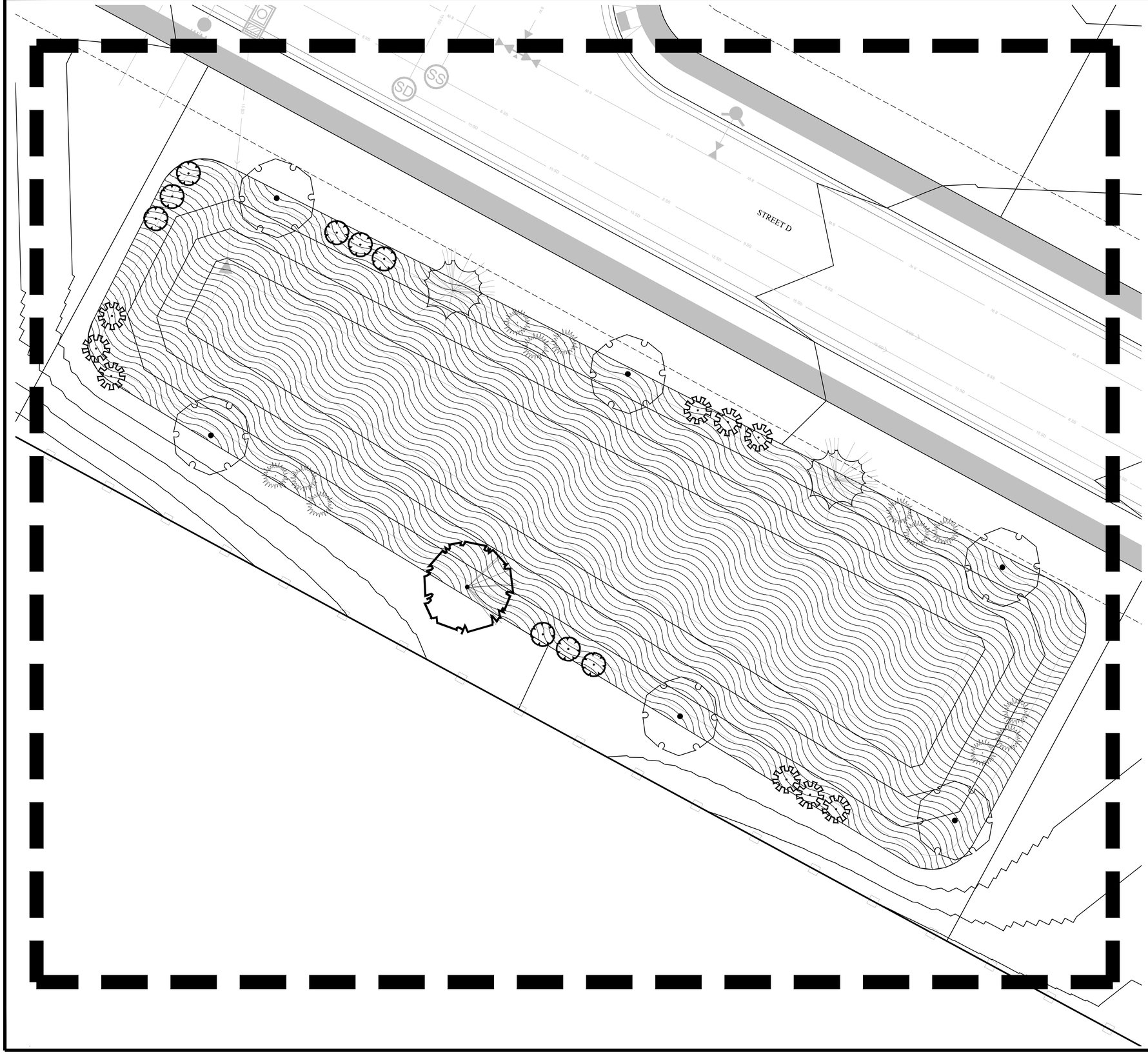
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LANDSCAPE PLAN

Scale: 1"=10'	Drawn: MH
Date: 02/02/2026	Job #: 24-0097
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TREE LEGEND

- Malus 'Royal Raindrops'
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RELOCATE THE COLOR OF ADJACENT CONCRETE.

LEGEND

NATIVE GRASS/WILDFLOWERS

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LANDSCAPE PLAN

REVISION BLOCK

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LANDSCAPE PLAN

Scale:	1"=10'	Drawn:	MH
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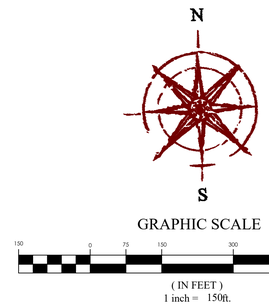
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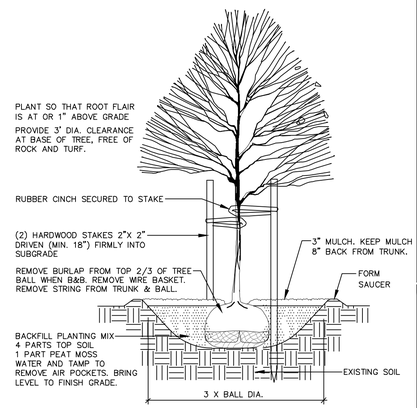


TREE LEGEND

- Prunus virginiana 'Canada Red' Canada Red Choke Cherry 2" cal.
- Acer griseum Paperbark Maple 2" cal.
- Syringa reticulata Japanese Tree Lilac 2" cal.
- Geditsia triacanthos 'Inermis' Shademaster Honeylocust 2" cal.
- Acer grandidentatum 'Bigtooth Maple' 2" cal.
- Malus 'Spring Snow' Spring Snow Crab 2" cal.
- Acer tataricum Tatarian Maple 2" cal.

EACH COLOR REPRESENTS 3 TREES WHILE STILL MAINTAINING 30' ON CENTER PER CITY CODE





A TREE PLANTING & STAKING
NOT TO SCALE

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THOMAS M. ROMNEY
12-02-2026
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
OVERALL STREET TREE PLAN

REVISION BLOCK

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OVERALL LANDSCAPE PLAN

Scale: 1"=150' | Drawn: AH
Date: 02/02/2026 | Job #: 24-0097
Sheet: L2.0

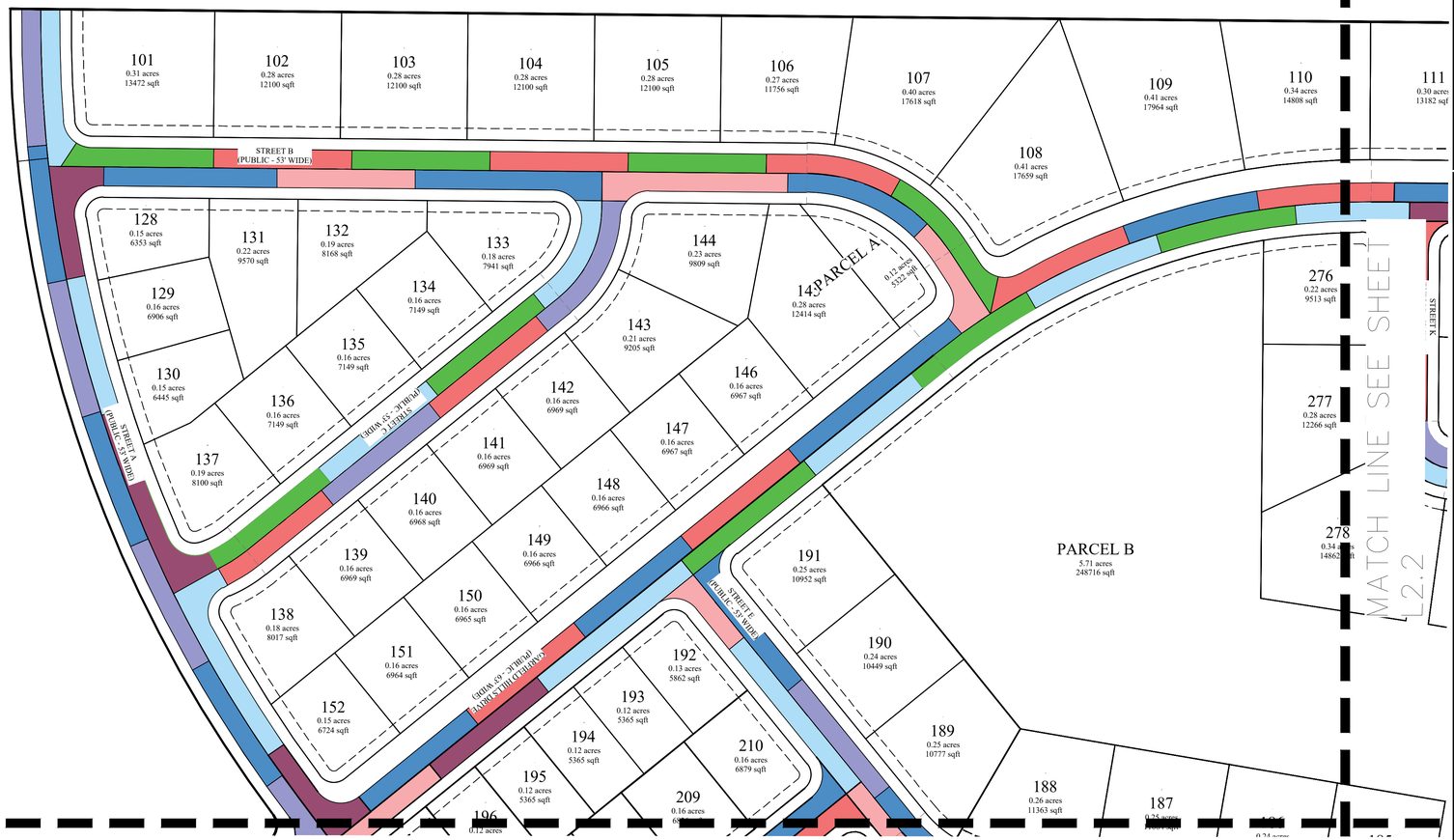
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Acer griseum
Paperbark Maple 2" cal.



Malus 'Spring Snow'
Spring Snow Crab 2" cal.



EACH COLOR REPRESENTS 3 TREES WHILE STILL MAINTAINING 30' ON CENTER PER CITY CODE



Prunus virginiana 'Canada Red'
Canada Red Choke Cherry 2" cal.



Syringa reticulata
Japanese Tree Lilac 2" cal.



Acer grandidentatum
'Bigtooth Maple' 2" cal.



Geditsia triacanthos 'Inermis'
Shademaster Honeylocust 2" cal.



Acer tataricum
Tatarian Maple 2" cal.

N

S

GRAPHIC SCALE

40 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Know what's below.
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EAGLE MOUNTAIN CITY, UTAH
STREET TREE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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STREET TREE PLAN

Scale:	1"=60'	Drawn:	AH
Date:	02/02/2026	Job #:	24-0097
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GRAPHIC SCALE

40 0 30 40 120 240

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N

S

Know what's below. Call 811 before you dig.



MATCH LINE SEE SHEET L2.4



Syringa reticulata
Japanese Tree Lilac 2" cal.



Geditsia triacanthos 'Inermis'
Shademaster Honeylocust 2" cal.



Malus 'Spring Snow'
Spring Snow Crab 2" cal.



Acer tataricum
Tatarian Maple 2" cal.



Prunus virginiana 'Canada Red'
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EAGLE MOUNTAIN CITY, UTAH
STREET TREE PLAN

REVISION BLOCK

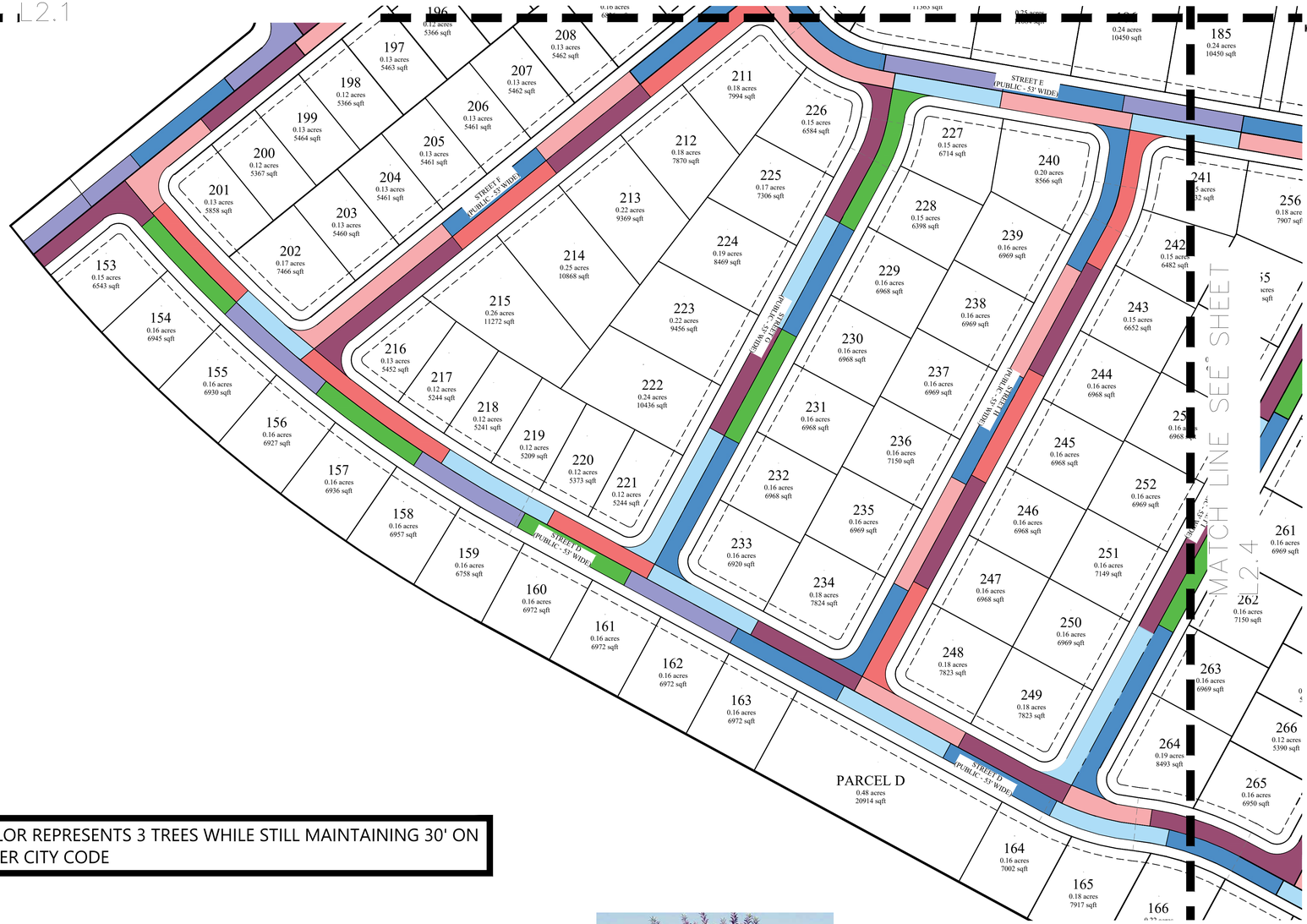
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STREET TREE PLAN

Scale: 1"=60' | Drawn: AH
Date: 02/02/2026 | Job #: 24-0097
Sheet: L2.2

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N

S

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
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Japanese Tree Lilac 2" cal.



Geditsia triacanthos 'Inermis'
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Malus 'Spring Snow'
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STREET TREE PLAN

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STREET TREE PLAN

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Date:	02/02/2026	Job #:	24-0097
Sheet:	L2.3		

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MATCH LINE SEE SHEET L2.2

MATCH LINE SEE SHEET L2.3

MATCH LINE SEE SHEET L2.5

185 0.24 acres 10450 sqft
184 0.24 acres 10450 sqft
183 0.24 acres 10450 sqft
182 0.28 acres 12189 sqft
181 0.33 acres 14386 sqft
180 0.30 acres 13263 sqft
179 0.20 acres 8619 sqft
178 0.12 acres 5400 sqft
177 0.12 acres 5390 sqft
176 0.12 acres 5390 sqft
175 0.12 acres 5390 sqft
174 0.12 acres 5390 sqft
173 0.12 acres 5390 sqft
172 0.12 acres 5390 sqft
171 0.12 acres 5390 sqft
170 0.12 acres 5390 sqft
169 0.12 acres 5390 sqft
168 0.16 acres 6763 sqft
167 0.23 acres 9897 sqft
166 0.22 acres 9569 sqft
241 [illegible] acres [illegible] sqft
256 0.18 acres 7907 sqft
257 0.19 acres 8462 sqft
275 0.26 acres 11349 sqft
242 0.15 acres 6482 sqft
255 0.17 acres 7458 sqft
258 0.20 acres 8775 sqft
274 0.12 acres 5390 sqft
254 0.16 acres 6968 sqft
259 0.16 acres 6969 sqft
273 0.12 acres 5390 sqft
272 0.12 acres 5390 sqft
260 0.16 acres 6968 sqft
271 0.12 acres 5390 sqft
261 0.16 acres 6969 sqft
270 0.12 acres 5390 sqft
262 0.16 acres 7150 sqft
269 0.12 acres 5390 sqft
268 0.12 acres 5390 sqft
263 0.16 acres 6969 sqft
267 0.12 acres 5390 sqft
266 0.12 acres 5390 sqft
264 0.19 acres 8493 sqft
265 0.16 acres 6950 sqft

PARCEL C
1.02 acres
44237 sqft

ASPEN PEAK PUBLIC - 80' WIDE

STREET PUBLIC - 60' WIDE

Know what's below. Call 811 before you dig.

N

S

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.





Syringa reticulata
Japanese Tree Lilac 2" cal.

Geditsia triacanthos 'Inermis'
Shademaster Honeylocust 2" cal.











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Spring Snow Crab 2" cal.

Acer tataricum
Tatarian Maple 2" cal.

Prunus virginiana 'Canada Red'
Canada Red Choke Cherry 2" cal.

Acer grandidentatum
'Bigtooth Maple' 2" cal.

Acer griseum
Paperbark Maple 2" cal.

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STREET TREE PLAN

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STREET TREE PLAN

Scale: 1"=60' | Drawn: AH
Date: 02/02/2026 | Job #: 24-0097
Sheet: L2.4

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811
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No. 8028950-5301
THOMAS M. ROMNEY
12-02-2026
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
STREET TREE PLAN

REVISION BLOCK

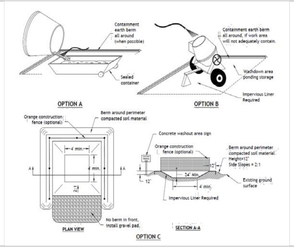
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STREET TREE PLAN

Scale:	1"=60'	Drawn:	AH
Date:	02/02/2026	Job #:	24-0097
Sheet:	L2.5		

Z:_2024\24-0097 overland village 2 phase b preliminary\design 24-0097\dwg\sheets\L2.1 OVERALL STREET TREE PLAN.dwg

BMP: Concrete Waste Management



DESCRIPTION

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

APPLICATION

This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA

- Store dry materials under cover, away from drainage areas.
- Minimize excess mixing of fresh concrete, mortar or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (6" tall by 6" wide)
- Concrete washout should not be placed within 50 feet of storm drains, open ditches, or waterbodies.

LIMITATIONS:

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

MAINTENANCE:

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

OBJECTIVES

- ☐ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

IVORY COMPANIES
978 Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7000

TARGETED POLLUTANTS

- ☐ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ■ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

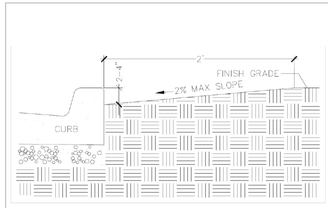
- $ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $$ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2015

BMP: Cutback Curb Sediment Trap



DESCRIPTION

A temporary sediment trap formed by excavation behind the curb.

APPLICATION

- Interception of runoff containing sediment from the lot during construction.
- Retain sediment on the lot during construction.

INSTALLATION/APPLICATION CRITERIA

- Excavate soil behind curb to a depth of 2-4 inches
- Slope from 0-2% from the construction grade to curb for a distance of approximately 2 feet.
- Usually installed in the park strip between curb and sidewalk.

LIMITATIONS:

- No limitations.

MAINTENANCE:

- Inspect after each rain event.
- Remove accumulated sediment as it reaches 1" remaining height of available storage.

OBJECTIVES

- ☐ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☒ Control Internal Erosion

IVORY COMPANIES
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TARGETED POLLUTANTS

- ■ Sediment
- ☐ Nutrients
- ◪ Toxic Materials
- ☐ Oil & Grease
- ◪ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

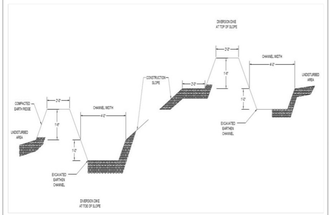
- $$ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Diversion Dike



DESCRIPTION

A temporary sediment barrier and storm runoff conveyance consisting of an excavation channel and compacted earth ridge.

APPLICATION

- Construct along top of construction slope to intercept up-gradient runoff and convey around construction site.
- Construct along toe of construction to divert sediment laden runoff.
- Construct along midpoint of construction slope to intercept runoff and channel to controlled discharge point.
- Construct around base of soil stockpiles to capture sediment.
- Construct around perimeter of disturbed areas to capture sediment.

INSTALLATION/APPLICATION CRITERIA

- Clear and grub area for dike construction.
- Excavate channel and place soil on down-gradient side.
- Shape and machine compact excavated soil to form ridge.
- Place erosion protection (rip-rap, mulch) at outlet.
- Stabilized channel and ridge as required with mulch, gravel, or vegetative cover.

LIMITATIONS:

- Recommended maximum drainage area of 5 acres.
- Recommended maximum sideslopes of 2h:1v (50%)
- Recommended maximum slope on channel of 1%

MAINTENANCE:

- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff breaching dike or eroding channel or sideslopes.
- Check discharge point for erosion or bypassing of flows.
- Repair and stabilize as necessary.
- Inspect daily during vehicular activity on slope, check for and repair any traffic damage.

OBJECTIVES

- ☐ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☒ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☒ Control Internal Erosion

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TARGETED POLLUTANTS

- ■ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

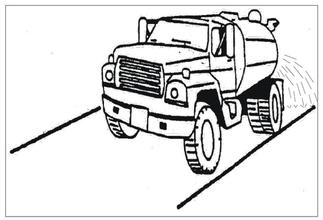
- $$$ Capital Costs
- $ O & M Costs
- $$$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

2014

BMP: Dust Controls



DESCRIPTION

Dust control measures are used to stabilize soil from wind erosion and reduce dust by construction activities.

APPLICATION

Dust control is useful in any construction area where dust is generated. Street sweeping is limited to areas that are paved.

INSTALLATION/APPLICATION CRITERIA

- Water may be sprayed on the ground surface to moisten dry soils, making it less susceptible to wind erosion. Repeat as needed. At no time should the site be irrigated to the point that runoff begins to flow.
- Two kinds of street sweepers are common: brush and vacuum. Vacuum sweepers are the more efficient and work best when the area is dry.
- Mechanical equipment should be operated according to the manufacturers recommendations and should be inspected regularly.

LIMITATIONS:

- Water sprayed from water trucks must be done at a rate such that the water is absorbed in the soil; if excessive amounts of water are used, it may run off, carrying soil with it.
- Street sweeping is labor and equipment intensive and may not be effective for all pollutants.

MAINTENANCE:

- If excess water results from water spraying, dust-contaminated waters should not be allowed to run off site. Areas may need to be re-sprayed to keep dust from spreading.

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☒ Minimize Disturbed Areas
- ☒ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

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TARGETED POLLUTANTS

- ■ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

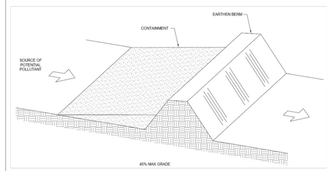
- $$ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $$ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Earth Berm Barrier



DESCRIPTION

A temporary containment control constructed of compacted soil.

APPLICATION

- Construct around waste and materials storage area.
- Construct around staging and maintenance areas.
- Construct around vehicle parking and servicing areas.
- Could be used in place of silt fence around construction areas.

INSTALLATION/APPLICATION CRITERIA

- Construct an earthen berm downhill of the area to be controlled. The berm should surround fueling facilities and maintenance areas on three sides to provide containment.
- Berm needs to be a minimum of 1 foot tall by 1 foot wide and be compacted.

LIMITATIONS:

- Not effective on steep slopes.
- Limits access to controlled area.
- Personnel need to quickly respond to spills with remedial actions.

MAINTENANCE:

- Observe daily for any non-stormwater discharge.
- Look for runoff bypassing ends of berms or undercutting berms.
- Repair or replace damaged areas of the berm and remove accumulated sediment.
- Recompact soil around berm as necessary to prevent piping.

OBJECTIVES

- ☐ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☐ Control Internal Erosion

IVORY COMPANIES
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TARGETED POLLUTANTS

- ☐ Sediment
- ☐ Nutrients
- ■ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ■ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

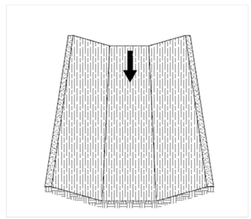
- $$ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Erosion Control Blankets



DESCRIPTION

Erosion control blankets are used in place of mulch on areas of high velocity runoff and/or steep grade, to aid in controlling erosion on critical areas by protecting young vegetation.

APPLICATION

Where vegetation is likely to grow too slowly to provide adequate cover.
In areas subject to high winds where mulch would not be effective.

INSTALLATION/APPLICATION CRITERIA

- Install erosion control blankets parallel to the direction of the slope.
- In ditches, apply in direction of the flow.
- Place erosion control blankets loosely on soil – do not stretch.
- Ends of blankets should be buried no less than six inches deep.
- Staple the edges of the blanket at least every three feet.

LIMITATIONS:

- Not recommended in areas which are still under construction.

MAINTENANCE:

- Check for erosion and undermining periodically, particularly after rainstorms.
- Repair dislocations or failures immediately.
- I washouts occur, reinstall after repairing slope damage.
- Monitor until permanently stabilized.

OBJECTIVES

- ☐ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☒ Stabilize Disturbed Areas
- ☒ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

IVORY COMPANIES
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(801) 747-7000

TARGETED POLLUTANTS

- ■ Sediment
- ◪ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- $$$ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

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www.focus-es.com

LICENSED PROFESSIONAL ENGINEER
No. 13190191-2202
BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
BMP DETAILS

REVISION BLOCK

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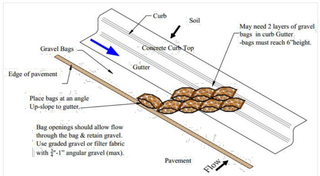
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Date:	02/02/2026	Job #:	24-0097
Sheet:	D1		

Know what's below. Call 811 before you dig.

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BMP: Gravel Bag Gutter Check



DESCRIPTION

A filter and velocity dissipater constructed of gravel placed in a bag of geotextile fabric or other durable porous fabric. Check dam in curb designed to attenuate flows, allowing sediment and pollutants to settle out in the gutter for cleaning.

APPLICATION

Gravel bags are used to reduce runoff velocities to trap and filter sediment in storm water runoff.

INSTALLATION/APPLICATION CRITERIA

- Curb checks shall be used when it is not possible to temporarily diver the storm drain outfall into a sediment trapping device on the lot or commercial pad.

LIMITATIONS:

- Drainage area is less than .25 acres for the gutter check bag.
- Potential for heavy loads of sediment in the gutter exist.

MAINTENANCE:

- Check bags regularly, before and after storm events to ensure that they are not torn or clogged.
- Remove any trash, sediment, or debris that has accumulated in front of the bag and dispose of in a proper location.

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☐ Control Internal Erosion

IVORY COMPANIES
978 Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7000

TARGETED POLLUTANTS

- ■ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ■ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

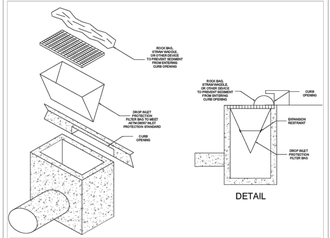
- $ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

2014

BMP: Inlet Protection – At Grade (Drop)



DETAIL

DESCRIPTION

Sediment barrier located inside storm drain inlet.

APPLICATION

Construct at storm drainage inlets located down-gradient of areas to be disturbed by construction

INSTALLATION/APPLICATION CRITERIA

- Provide up-gradient sediment controls, such as silt fence during construction of inlet
- When construction of curb and gutter and roadways is complete, install drop inlet protection at grade.
- Install a rock bag, straw waddle, or other device to prevent sediment and debris from entering storm drain if there is a curb opening above the grate.

LIMITATIONS:

- Recommended maximum contributing drainage area of on acre
- Requires shallow slopes adjacent to inlet

MAINTENANCE:

- Inspect inlet protection following storm event and at a minimum of once every 14 days
- Remove accumulated sediment when it reaches 4 inches in depth
- Look for bypassing or undercutting and repair or realign as needed

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☒ Control Internal Erosion

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TARGETED POLLUTANTS

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- ☐ Nutrients
- ☐ Toxic Materials
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- ■ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

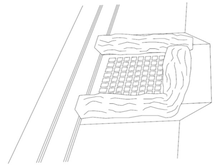
- $$ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Inlet Protection - Wattle



INLET PROTECTION - WATTLE

WATTLE MAY BE GRAVEL FILLED OR STRAW FILLED. INSTALL WHEN CONSTRUCTION OF CURB AND GUTTER AND ROADWAYS IS COMPLETE.

DESCRIPTION

Sediment barrier erected around storm drain inlet.

APPLICATION

Construct at storm drainage inlets located down-gradient of areas to be disturbed by construction

INSTALLATION/APPLICATION CRITERIA

- Provide up-gradient sediment controls, such as silt fence during construction of inlet
- When construction of curb and gutter and roadways is complete, install gravel filled or straw wattles around perimeter of inlet

LIMITATIONS:

- Recommended maximum contributing drainage area of on acre
- Requires shallow slopes adjacent to inlet

MAINTENANCE:

- Inspect inlet protection following storm event and at a minimum of once every 14 days
- Remove accumulated sediment when it reaches 4 inches in depth
- Look for bypassing or undercutting and repair or realign as needed

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☒ Control Site Perimeter
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TARGETED POLLUTANTS

- ■ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ■ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

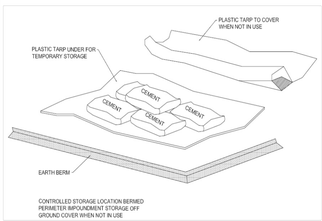
- $$ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Material Storage



DESCRIPTION

Controlled storage of on-site materials.

APPLICATION

- Storage of hazardous, toxic, and all chemical substances.
- Any construction site with outside storage of materials.

INSTALLATION/APPLICATION CRITERIA

- Designate a secured area with limited access as the storage location. Ensure no waterways or drainage paths are nearby.
- Construct earth berm (see Earth Berm Barrier spec. sheet), or similar perimeter containment around storage location for impoundment in the case of spills.
- Ensure all on-site personnel utilize designated storage area. Do not store excessive amounts of material that will not be utilized on site.
- For active use of materials away from the storage area, ensure materials are not set directly on the ground and are covered when not in use. Protect storm drainage during use.

LIMITATIONS:

- Does not prevent contamination due to mishandling of products.
- Spill Prevention and Response plan still required.
- Only effective if materials are actively stored in controlled location.

MAINTENANCE:

- Inspect daily and repair any damage to perimeter impoundment or security fencing.
- Check materials are being correctly stored (i.e. standing upright, in labeled containers, tightly capped) and that no materials are being stored away from the designated location.

OBJECTIVES

- ☒ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

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TARGETED POLLUTANTS

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- ☐ Nutrients
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- ☐ Oil & Grease
- ☐ Floatable Materials
- ◪ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

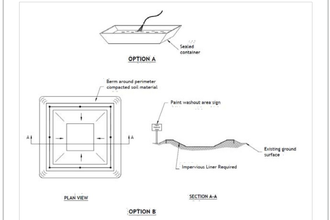
- $$ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $$$ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Paint Waste Management



DESCRIPTION

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

APPLICATION

This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA

- Store materials under cover, away from drainage areas.
- Perform washout of painting equipment off-site or in designated areas only.
- Do not wash out painting equipment into storm drains, open ditches, streets, or streams.
- Do not allow excess paint to be dumped on-site, except in designated areas.
- When washing painting equipment, painting contractor may elect to washout into empty paint buckets. Buckets will then be taken off-site and disposed of properly. Washout buckets are not to be left in garbage dumpsters on site.
- Paint washout should not be placed within 25 feet of storm drains, open ditches, or waterbodies.

LIMITATIONS:

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

MAINTENANCE:

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

OBJECTIVES

- ☒ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

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TARGETED POLLUTANTS

- ☐ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ■ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

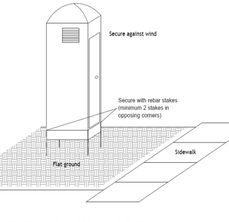
- $ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $$ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

2015

BMP: Portable Toilet



Portable toilets to be installed during homebuilding phase.

DESCRIPTION

Temporary on-site sanitary facility for construction personnel.

APPLICATION

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

INSTALLATION/APPLICATION CRITERIA

- Locate portable toilets in convenient locations throughout the site.
- Prepare a level gravel surface and provide clear access to the toilets for servicing and use by on-site personnel.
- Secure portable toilet with rebar stakes (minimum of 2 in opposing corners.

LIMITATIONS:

- No Limitations.

MAINTENANCE:

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

OBJECTIVES

- ☒ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

IVORY COMPANIES
978 Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7000

TARGETED POLLUTANTS

- ☐ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ■ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- $$ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual
Stormwater Discharge Management from Construction Activities 2014

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LICENSED PROFESSIONAL ENGINEER
No. 13201191-2202
BENJAMIN B. DUZETT
2/2/26
STATE OF UTAH

OVERLAND VILLAGE 2 PHASE B CONCEPT
EAGLE MOUNTAIN
BMP DETAILS

REVISION BLOCK

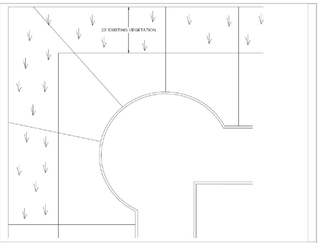
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BMP: Preservation of Existing Vegetation



DESCRIPTION

Carefully planned preservation of existing vegetation minimizes the potential of removing or injuring existing trees, vines, shrubs and/or grasses that serve as erosion controls.

APPLICATION

This technique is applicable to all types of sites. Areas where preserving vegetation can be particularly beneficial are floodplains, wetlands, stream banks, steep slopes, and other areas where erosion controls would be difficult to establish, install, or maintain.

INSTALLATION/APPLICATION CRITERIA

- Clearly mark, flag or fence vegetation or areas where vegetation should be preserved.
- Prepare landscaping plans which include as much existing vegetation as possible and state proper care during and after construction.
- Define and protect with berms, fencing, signs, etc. a setback area from vegetation to be preserved.
- Propose landscaping plans which do not include plant species that compete with the existing vegetation.
- Do not locate construction traffic routes, spoil piles, etc. where significant adverse impact on existing vegetation may occur.

LIMITATIONS:

- Requires forward planning by the owner/developer, contractor and design staff.
- For sites with diverse topography, it is often difficult and expensive to save existing trees while grading the site satisfactorily for the planned development.
- May not be cost effective with high land costs.

MAINTENANCE:

- Inspection and maintenance requirements for protection of vegetation are low.
- Maintenance of native trees or vegetation should conform to landscape plan specifications.

OBJECTIVES

- ☐ Housekeeping Practices
- ☐ Contain Waste
- ☒ Minimize Disturbed Areas
- ☒ Stabilize Disturbed Areas
- ☒ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☐ Control Internal Erosion

IVORY COMPANIES
978 Woodoak Lane
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(801) 747-7000

TARGETED POLLUTANTS

- ■ Sediment
- ☐ Nutrients
- ☐ Toxic Materials
- ☐ Oil & Grease
- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

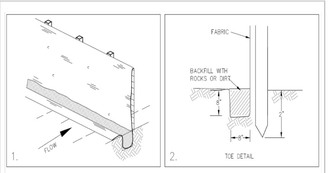
- $ Capital Costs
- $ O & M Costs
- $ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Silt Fence



SILT FENCE

SILT FENCE MAY BE INSTALLED FOR PERIMETER CONTROL. A MINIMUM 20-FOOT VEGETATED BUFFER MAY ALSO BE SUBSTITUTED FOR PERIMETER CONTROL (PRESERVATION OF EXISTING VEGETATION).

DESCRIPTION

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

APPLICATION

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

INSTALLATION/APPLICATION CRITERIA

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 fee minimum into ground. Excavate an anchor trench immediately up-gradient of posts.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

LIMITATIONS:

- Recommended maximum drainage area of .5 acre per 100 feet of fence
- Recommended maximum up-gradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of .5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:

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

OBJECTIVES

- ☐ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☒ Stabilize Disturbed Areas
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IMPLEMENTATION REQUIREMENTS

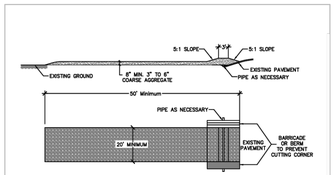
- $$ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Stabilized Construction Exit



DESCRIPTION

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

APPLICATION

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

INSTALLATION/APPLICATION CRITERIA

- Clear and grub area and grade to provide maximum slop of 3 %.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months)
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 6 inches. Larger aggregate is acceptable.
- Stabilized Construction Exit shall remain in place until appropriate time for removal due to installation of asphalt and/or road base installation.

LIMITATIONS:

- May require periodic top dressing with additional stones.
- May require periodic refreshing of rock by bringing larger rock back to the surface.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.

MAINTENANCE:

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

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☐ Control Internal Erosion

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TARGETED POLLUTANTS

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- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- $$$ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Temporary and Permanent Seeding



DESCRIPTION

Temporary Seeding – establishment of short term cover by application of rapidly germinating seed mix (alternatively hydro seeding may be utilized).
Permanent Seeding – establishment of a final cover by application of perennial seed mix (alternatively sod may be utilized).

APPLICATION

Disturbed areas that are at final grade and will not be disturbed by continuing activities on site. Also, areas that are not at final grade but will be left untouched in excess of 14 days. If stabilization measures are precluded by snow cover or frozen ground conditions stabilization measures shall be initiated as soon as practical. If construction will continue within 21 days temporary stabilization measures will not need to be initiated.

RECOMMENDED SEED MIX

The recommended seed mix will be dependent on site specific information such as elevation, exposure, soils, water availability, topography, and municipal requirements.

INSTALLATION/APPLICATION CRITERIA

- Roughen soil to a depth of 2 inches. Add fertilizer, manure, and topsoil as necessary.
- Evenly distribute seed using a commonly accepted method such as broadcast seeding, drilling or hydro seeding.
- Use a seed mix appropriate for soil and location that will provide rapid germination and growth.
- Cover area with mulch if required due to steep slopes or unsuitable weather conditions.

LIMITATIONS:

- Limited to areas that will not be subject to traffic or high usage.
- May require irrigation and fertilizer which creates potential impacts to runoff quality.
  - May only be applied during appropriate planting season, temporary cover required until that time.

MAINTENANCE:

- Provide irrigation as required to establish growth and to maintain plant cover through duration of project.
- Reseed as necessary to provide 70% coverage density.
- Remediate any areas damaged by erosion or traffic.
- When 70% coverage density is achieved inspect monthly for damage and remediate as necessary.

OBJECTIVES

- ☐ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☒ Stabilize Disturbed Areas
- ☒ Protect Slopes/Channels
- ☐ Control Site Perimeter
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TARGETED POLLUTANTS

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IMPLEMENTATION REQUIREMENTS

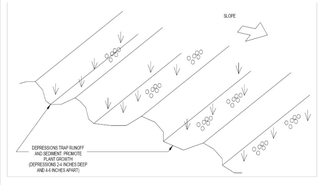
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- $ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Surface Roughening



DESCRIPTION

Rough preparation of working areas leaving depressions and uneven surface. Depressions should be done parallel to contours.

APPLICATION

Surface roughening is appropriate for all construction that will not be receiving impervious cover within 14 days and that will be exposed less than 60 days (seed areas to be open in excess of 60 days).

INSTALLATION/APPLICATION CRITERIA

- Surface should be left in rough condition during initial earthwork activity.
- Surfaces that have become smoothed or compacted due to equipment traffic should be roughened by use of disks, spring harrows, teeth in front end loader, or similar, operating along the contours of the slope. Tracking (by crawler tractor driving up and down slope) may also be used to provide depressions parallel to contours.
- Avoid compaction of soils during roughening as this inhibits plant growth and promotes storm water runoff. Limit tracked machinery to sandy soil.
- Seed or mulch areas to be exposed in excess of 60 days.
- Employ dust controls. (See Dust Control Spec Sheet)

LIMITATIONS:

- Will not withstand heavy rainfall.
- Slopes steeper that 2:1 (50%) should be benched.

MAINTENANCE:

- Inspect following any storm event and at a minimum of weekly.
- If erosion in the form of rills (small waterways formed by runoff) is evident, perform machine roughening of area.
- For vegetated slopes reseed areas that are bare or have been reworked.

OBJECTIVES

- ☐ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☒ Stabilize Disturbed Areas
- ☒ Protect Slopes/Channels
- ☐ Control Site Perimeter
- ☒ Control Internal Erosion

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TARGETED POLLUTANTS

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POLLUTANT IMPACT

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IMPLEMENTATION REQUIREMENTS

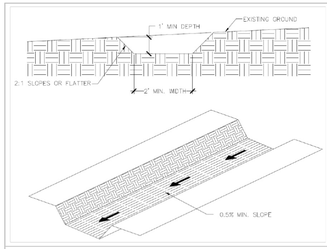
- $$ Capital Costs
- $$ O & M Costs
- $$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Temporary Drains and Swales



DESCRIPTION

Temporary drains and swales are used to divert off-site runoff around the construction site, divert runoff from stabilized areas around disturbed areas, and direct runoff into sediment.

APPLICATION

Temporary drains and swales are appropriate for diverting any upslope runoff around unstabilized or disturbed areas of the construction site. Prevent slope failures. Prevent damage to adjacent property. Prevents erosion and transport of sediments into water ways. Increases the potential for infiltration. Diverts sediment-laden runoff into sediment basins or traps.

INSTALLATION/APPLICATION CRITERIA

- Temporary drainage swales will effectively convey runoff and avoid erosion if built properly.
- Size temporary drainage swales using local drainage design criteria. A permanent drainage channel must be designed by a professional engineer (see local drainage design criteria for proper design).
- At a minimum, the drain/swale should conform to pre-development drainage patterns and capacities.
- Construct the drain/swale with an uninterrupted, positive grade to a stabilized outlet. Provide erosion protection or energy dissipation measures if the flow out of the drain or swale can reach an erosive velocity.

LIMITATIONS:

- Temporary drains and swales or any other diversion of runoff should not adversely impact upstream or downstream properties.
- Temporary drains and swales must conform to local floodplain management requirements.

MAINTENANCE:

- Inspect weekly and after each rain event.
- Repair any erosion immediately.
- Remove sediment which builds up in the swale and restricts its flow capacity.

OBJECTIVES

- ☐ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☒ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☒ Control Internal Erosion

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TARGETED POLLUTANTS

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- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- $$$ Capital Costs
- $ O & M Costs
- $ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

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BMP DETAILS

REVISION BLOCK

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Sheet: D3

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BMP: Vehicle and Equipment Cleaning



DESCRIPTION

Prevent or reduce the discharge of pollutants to storm water from vehicle and equipment cleaning by using off-site facilities, washing in designated, contained areas only, eliminating discharges to the storm drain by infiltrating or recycling the wash water, and/or training employees and subcontractors.

INSTALLATION/APPLICATION CRITERIA

- Use off-site commercial washing businesses as much as possible. Washing vehicles and equipment outdoors or in areas where wash water flow onto paved surfaces or into drainage pathways can pollute storm water. If you wash a large number of vehicles or pieces of equipment, consider conducting this work at an off-site commercial business. These businesses are better equipped to handle and dispose of the wash water properly. Performing this work off-site can also be economical by eliminating the need for a separate washing operation at your site.
- If washing must occur on-site, use designated bermed wash areas to prevent wash water contact with storm water, creeks, rivers, and other water bodies. The wash area can be sloped for wash water collection and subsequent infiltration into the ground.
- Use a little water as possible to avoid having to install erosion and sediment controls for the wash area. Use phosphate-free biodegradable soaps. Educate employees and subcontractors on pollution prevention measures. Do not permit steam cleaning on-site. Steam cleaning can generate significant pollutant concentrations.

LIMITATIONS:

- Even phosphate-free, biodegradable soaps have been shown to be toxic to fish before the soap degrades.
- Sending vehicles/equipment off-site should be done in conjunction with a Stabilized Construction Exit.

MAINTENANCE:

- Minimal, some berm repair may be necessary.

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☒ Control Site Perimeter
- ☒ Control Internal Erosion

IVORY COMPANIES
978 Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7000

TARGETED POLLUTANTS

- ☐ Sediment
- ☐ Nutrients
- ■ Toxic Materials
- ■ Oil & Grease
- ☐ Floatable Materials
- ☐ Other Wastes

POLLUTANT IMPACT

- ■ High Impact
- ◪ Medium Impact
- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- $$ Capital Costs
- $ O & M Costs
- $$$ Maintenance
- $ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Vehicle and Equipment Fueling

MUST BE CAPABLE OF HOLDING 100% OF TANK CAPACITY



SLOPED OR OTHERWISEDESIGNED FOR EASYREMOVAL OF LEAKED FUEL

DESCRIPTION

Prevent fuel spills and leaks, and reduce their impacts to storm water by using off-site facilities, fueling in designated areas only, enclosing or covering stored fuel, implementing spill controls, and training employees and subcontractors.

INSTALLATION/APPLICATION CRITERIA

- Using off-site fueling stations as much as possible. Fueling vehicles and equipment outdoors or in areas where fuel may spill/leak onto paved surfaces or into drainage pathways can pollute storm water. If you fuel a large number of vehicles or pieces of equipment, consider using an off-site fueling station. These businesses are better equipped to handle fuel and spills properly. Performing this work off-site can also be economical by eliminating the need for a separate fueling area at your site.
- If fueling must occur on-site, use designated areas, located away from drainage courses, to prevent to runon of storm water and the runoff of spills. Discourage "topping-off" of fuel tanks.
- Always use secondary containment, such as a drain pan or drop cloth, when fueling to catch spills/leaks. Place a stockpile of spill clean-up materials where it will be readily accessible. Use absorbent materials on small spills rather than hosing down or burying the spill. Remove the absorbent materials promptly and dispose of properly.
- Carry out all Federal and State requirements regarding stationary above ground storage tanks. (40 CF Sub. J) Avoid mobile fueling of mobile construction equipment around the site; rather, transport the equipment to designated fueling areas. With the exception of tracked equipment such as bulldozers and perhaps forklifts, most vehicles should be able to travel to designated area with little lost time. Train employees and subcontractors in proper fueling and cleanup procedures.

LIMITATIONS:

- Sending vehicles/equipment off-site should be done in conjunction with Stabilized Construction Exits.

MAINTENANCE:

- Keep ample supplies of spill cleanup materials on-site.
- Inspect fueling areas and storage tanks on a regular schedule.

OBJECTIVES

- ☒ Housekeeping Practices
- ☐ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
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POLLUTANT IMPACT

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- ☐ Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

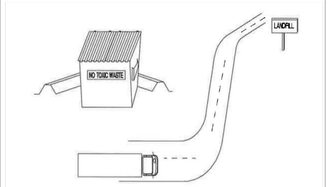
- $$ Capital Costs
- $ O & M Costs
- $$ Maintenance
- $$ Training

Relative Costs

- $$$ High
- $$ Medium
- $ Low

Adapted from Salt Lake County BMP Manual 2014

BMP: Waste Disposal



DESCRIPTION

Controlled storage and disposal of solid waste generated by construction activities.

APPLICATION

All construction sites.

INSTALLATION/APPLICATION CRITERIA

- Designate one or several waste collection areas with easy access for construction vehicles and personnel. Ensure no waterways or storm drainage inlets are located near the waste collection areas.
- Use water tight containers with covers to remain closed when not in use, as much as possible. Provide separate containers for different types of waste where appropriate.
- Arrange for periodic pickup, transfer and disposal of collected waste at an authorized disposal location. Include regular Porto-potty service in waste management activities.

LIMITATIONS:

- On-site personnel are responsible for correct disposal of waste.

MAINTENANCE:

- Discuss waste management procedures at progress meetings.
- Collect site trash daily and deposit in containers at designated collection areas.
- Check containers for leakage and replace as needed.
- Randomly check disposed materials for any unauthorized waste (e.g. toxic materials).
- During daily site inspections check that waste is not being incorrectly disposed of on-site (e.g. burial, burning, surface discharge, discharge to storm drain).

OBJECTIVES

- ☒ Housekeeping Practices
- ☒ Contain Waste
- ☐ Minimize Disturbed Areas
- ☐ Stabilize Disturbed Areas
- ☐ Protect Slopes/Channels
- ☐ Control Site Perimeter
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IMPLEMENTATION REQUIREMENTS

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- $$$ Training

Relative Costs

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Sheet: D4

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Overland Village 2 Development

Traffic Impact Study

Prepared For: Ivory Homes

Prepared By:

FOCUS
ENGINEERING & SURVEYING, LLC



February 14th, 2020

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1.0 Executive Summary

1.1 DESCRIPTION OF PROJECT

This report presents the results of a traffic impact analysis for the Overland Village 2 Development, located in Eagle Mountain, Utah. The project site is located west of Pony Express Parkway, and north of the existing Overland Village 1 Development. North of the proposed site is currently vacant land. The proposed parcel of land for the Overland Village 2 Development is also currently vacant land. The closest major intersection is Pony Express Parkway and Mid Valley Road, which is signalized and located to the south of this development. Figure 1 illustrates the Vicinity Map and the location of this development in relation to the adjacent roadway network. Access to the Overland Village 2 Development will initially be serviced from two accesses onto Pony Express Parkway. As development to the west continues and as future development of Airport Road by the City occurs, two future accesses to will intersect the future Airport Road alignment that is planned along the south side of this development. Two accesses are also planned to connect to a future development that is planned to the north of this development.

The proposed Overland Village 2 Development will consist of 501 Single-Family Residential Homes, and 242 Townhomes. For purposes of this study, the analysis will consist of one phase at full build-out of all units. Refer to Figure 2 for the Site Plan of the Overland Village 2 Development and the proposed access locations.

This study projects the traffic associated with the Overland Village 2 Development at full build-out. It should be noted the opening year of operation for this site is anticipated for the end of 2025. The traffic associated with this development is generated using the latest version of the Trip Generation Manuals published by the Institute of Transportation Engineers (ITE). It is anticipated the Overland Village 2 Development will generate 6,500 Average Daily Trips (ADT) with 482 AM peak hour trips and 632 PM peak hour trips on an average weekday.

As growth continues to occur within the Eagle Mountain City limits, the Overland Village 2 Development will be the second of many "Villages" within the overall Overland Development Plan.

1.2 PRINCIPAL FINDINGS AND RECOMMENDATIONS

2019 Existing Scenario

Figure 3 illustrates the 2019 Existing AM and PM peak hour traffic volumes that were collected on December 10, 2019 at the Pony Express Parkway and Mid Valley Road intersection.

Using the 2019 Existing traffic volumes and lane configuration, the analysis of the Pony Express Parkway and Mid Valley Road intersection currently functions at a Level of Service (LOS) "A" overall in both the AM and PM peak hours. The eastbound movement functions with a LOS "B" in both the AM and PM peak hours. No improvements are needed under the existing conditions as the movements at this intersection function at acceptable levels of service.

2025 Opening Year Scenario

It is assumed 2025 will be the full build-out year of this development. Using projected growth rates from the City's General Plan and from other studies performed in this area, the 2025 Opening Year traffic volumes were generated. These traffic volumes can be found in Figure 4 of this report. Analyzing these traffic volumes with the existing lane configuration and roadway network, the Pony Express Parkway and Mid Valley Road intersection will continue to function at a LOS "A" in both the AM and PM peak hours. All movements will also continue to function at the same LOS "B" or better, with a minor increase in delay time.

It is anticipated before the 2025 Opening Year, the Overland Village 1 Development, located directly south of the proposed Overland Village 2 Development, will be fully built out. One access is from Sheps Ridge Road and the other from Lowes Peak Drive. These are existing roadways, however at the time the traffic counts were performed, there was

very minimal traffic using these accesses as the development is not fully occupied. For purposes of this study, the projected traffic volumes as found in the "SITLA Village 1 – Traffic Impact Study" were used at these two accesses onto Pony Express Parkway from the Overland Village 1 Development.

It is anticipated the movements at the stop controlled eastbound leg of the Sheps Ridge Road and Pony Express Parkway intersection will function at a LOS "D" or better during the AM and PM peak hours. The eastbound movement at the Lowes Peak Drive and Pony Express Parkway intersection is also anticipated to function at a LOS "D" in the AM and PM peak hours.

No improvements are recommended at these intersections under the 2025 Opening Year conditions. As future roadways are constructed, mainly Airport Road and as Mid Valley Road is extended to the west, additional accesses to the Overland Village 1 Development will be created and traffic patterns will adjust.

2025 Opening Year with Project Scenario

With the addition of the Overland Village 2 Development, the 2025 Opening Year with Project traffic volumes are illustrated in Figure 11. These traffic volumes were analyzed with the existing lane configurations and roadway conditions. The Pony Express Parkway and Mid Valley Road intersection will continue to function at an overall acceptable LOS "A" during the AM and PM peak hours.

The Overland Village 1 Developments two accesses onto Pony Express Parkway from Sheps Ridge Road and Lowes Peak Drive will also continue to function at the same level of service "D" or better as under the 2025 Opening Year scenario.

With the addition of the Overland Village 2 Development, there will be two accesses onto Pony Express Parkway. These are listed as Access #1 and Access #2 in the figures of this report. As development continues to the west within Village 2 and as the City constructs the future alignment of Airport Road, additional accesses will be constructed. With full build-out of Village 2 and only the two accesses onto Pony Express Parkway, the

eastbound movements exiting the proposed site at Access #2 will function at a level of service "E" during both the AM and PM peak hours. The eastbound moment at Access #1 will function at a level of service "F" in the AM and PM peak hours.

It is recommended that Airport Road be constructed as soon as funding is available. By constructing Airport Road and extending Mid Valley Road to the west, additional accesses will be created to both the Overland Village 1 and Village 2 Developments. As these additional accesses are constructed, traffic patterns will adjust and become more evenly distributed (as shown in the 2045 Scenarios), which will improve the level of service at Access #1 and Access #2.

2030 Future Year Scenario

Five years after Opening Year is anticipated to be the year 2030. Using the projected growth rates as outlined in the City's General Plan and the previously performed traffic studies for other developments in this area, Figure 5 illustrates the projected 2030 Future Year traffic volumes. These are the anticipated traffic volumes at the study area intersections, without the addition of the Overland Village 2 Development.

The Pony Express Parkway and Mid Valley Road signalized intersection, with the existing lane configuration, will function at a LOS "B" or better in both the AM and PM peak hours. No improvements are needed. It is recommended as development occurs along Mid Valley Road, the full build-out of the southern half of the road be completed.

As traffic volumes continue to grow along Pony Express Parkway, and without the addition of Airport Road and Mid Valley Road extending to the west, the eastbound legs of the Sheps Ridge Road and Lowe Peak Road intersections with Pony Express Parkway will function at a LOS "E" or better under the AM and PM peak hours. It is recommended Airport Road be constructed to its full build-out and the southern half of Mid Valley Road also be constructed. This will provide additional accesses in and out of the Overland Village 1 Development and reduce the number of vehicles along Pony Express Parkway and at the intersections of Sheps Ridge Road and Lowe Peak Road, improving the LOS.

2030 Future Year with Project Scenario

With the addition of the Overland Village 2 Development, the 2030 Future Year with Project traffic volumes are illustrated in Figure 12. It is assumed the Airport Road and Mid Valley Road improvements will not be implemented by 2030, therefore it is anticipated there will only be Access #1 and Access #2 onto Pony Express Parkway for Village 2. The eastbound movements exiting the development will experience delays and function at LOS "F" under the AM and PM peak hours. It is recommended by 2030, Airport Road be constructed. This will provide two additional accesses in and out of the Overland Village 2 Development which will redistribute the projected traffic volumes from Access #1 and Access #2. This will improve the LOS and decrease the delay time for vehicles exiting the proposed development.

The Sheps Ridge Road and Lowe Peak Road intersections with Pony Express Parkway will also experience delays for the eastbound movements onto Pony Express Parkway. It is also recommended Mid Valley Road be fully constructed as outlined in the City's General Plan. This will also provide additional accesses from the Overland Village 1 Development that will redistribute the traffic and provide better levels of service and reduce the delays.

2045 Future Year Scenario

Using the anticipated PM peak hour traffic volumes as illustrated in the Overland Village 1 Traffic Impact Study that were obtained from the Wasatch Front Regional Council (WFRC)/Mountainlands Association of Governments (MAG) travel demand model, the Future 2045 PM peak hour traffic volumes were forecasted. It should be noted that the AM traffic volumes are not available and it is anticipated the PM peak hour volumes will represent the worst-case scenario for the study area intersections. Using the existing lane configuration and the projected traffic volumes for the 2045 Future Year PM peak hour, the Pony Express Parkway and Mid Valley Road intersection is anticipated to function at an overall LOS "A". No recommendations are needed at this intersection; however, it is assumed the full build-out of Mid Valley Road will be complete by the 2045 Future Year

Scenarios. It is also assumed Mid Valley Road will extend to the east from this intersection, making the intersection a full 4-legged intersection.

It is also assumed by 2045 the Airport Road and Pony Express Parkway intersection will be fully built as per the City's General Plan. It is assumed this will be a signalized 4-legged intersection. Using the projected traffic volumes from previous traffic studies that were performed, it is assumed this intersection will function at an acceptable LOS "C".

If Mid Valley Road is not improved, the Sheps Ridge Road and Lowe Peak Road will continue to experience heavy delays for vehicles exiting the Overland Village 1 Development.

2045 Future Year with Project Scenario

Using the 2045 Future Year traffic volumes, combined with the Overland Village 2 project generated traffic volumes, the 2045 Future Year with Project traffic volumes are generated. These traffic volumes are illustrated in Figure 13. The Pony Express Parkway and Mid Valley Road intersection will function at a LOS "C" under the PM peak hour. Similar to the 2045 Future Year scenario, no additional improvements are needed at this intersection.

Also similar to the 2045 Future Year scenario, with the improvements to Mid Valley Road as outlined in the City's General Plan, this will provide additional accesses to Overland Village 1, which will improve the LOS at the Sheps Ridge Road and Lowes Peak Road intersections with Pony Express Parkway. This will also provide access to an additional north/south route, which will reduce the amount of traffic along Pony Express Road.

The Airport Road and Pony Express Parkway signalized intersection will continue to function at an acceptable LOS "C" or better with the addition of the Overland Village 2 Development. Therefore, no additional improvements are needed at this intersection.

With the addition of Airport Road, two additional accesses to the Overland Village 2 Development will be constructed. This will provide alternate routes for vehicles entering

and exiting the development and reduce the number of vehicles at Access #1 and Access #2, which will improve the LOS. It is recommended as traffic volumes along Pony Express Parkway continue to grow and as additional roadways are constructed, these intersections be monitored. It is anticipated that with a signal at Airport Road and Pony Express Parkway, there will be gaps in the traffic that will allow vehicles to exit Overland Village 2 Development safely, something which is not captured in the analysis for Level of Service.

The proposed internal roadway network of the Overland Village 2 is designed to provide an efficient flow of traffic throughout the development also providing safe ingress and egress to the existing roadway network. There are Collector Roads that are designed within Village 2 that will connect to Village 1 and other Villages throughout the entire Overland Development.

Summary of Recommendations

Recommendations to improve the flow of traffic within this study area are as follows:

- By 2025 and the full build-out of Overland Village 2, it is recommended Airport Road be constructed. This will provide two additional accesses to and from the development that will reduce the amount of traffic trying to exit onto Pony Express Parkway from Access #1 and Access #2.

- By 2025 it is recommended that Mid Valley Road be fully constructed and accesses from Overland Village 1 be constructed. This will allow additional access to and from the site which will reduce the amount of traffic at the Sheps Ridge Road and Lowe Peak Road intersections with Pony Express. The Signalized intersection of Mid Valley Road and Pony Express Parkway will allow gaps in the flow of traffic such that vehicles should be able to exit the development safely.

- With the addition of Airport Road and the full build-out of Mid Valley Road, all intersections should function at acceptable levels of service.

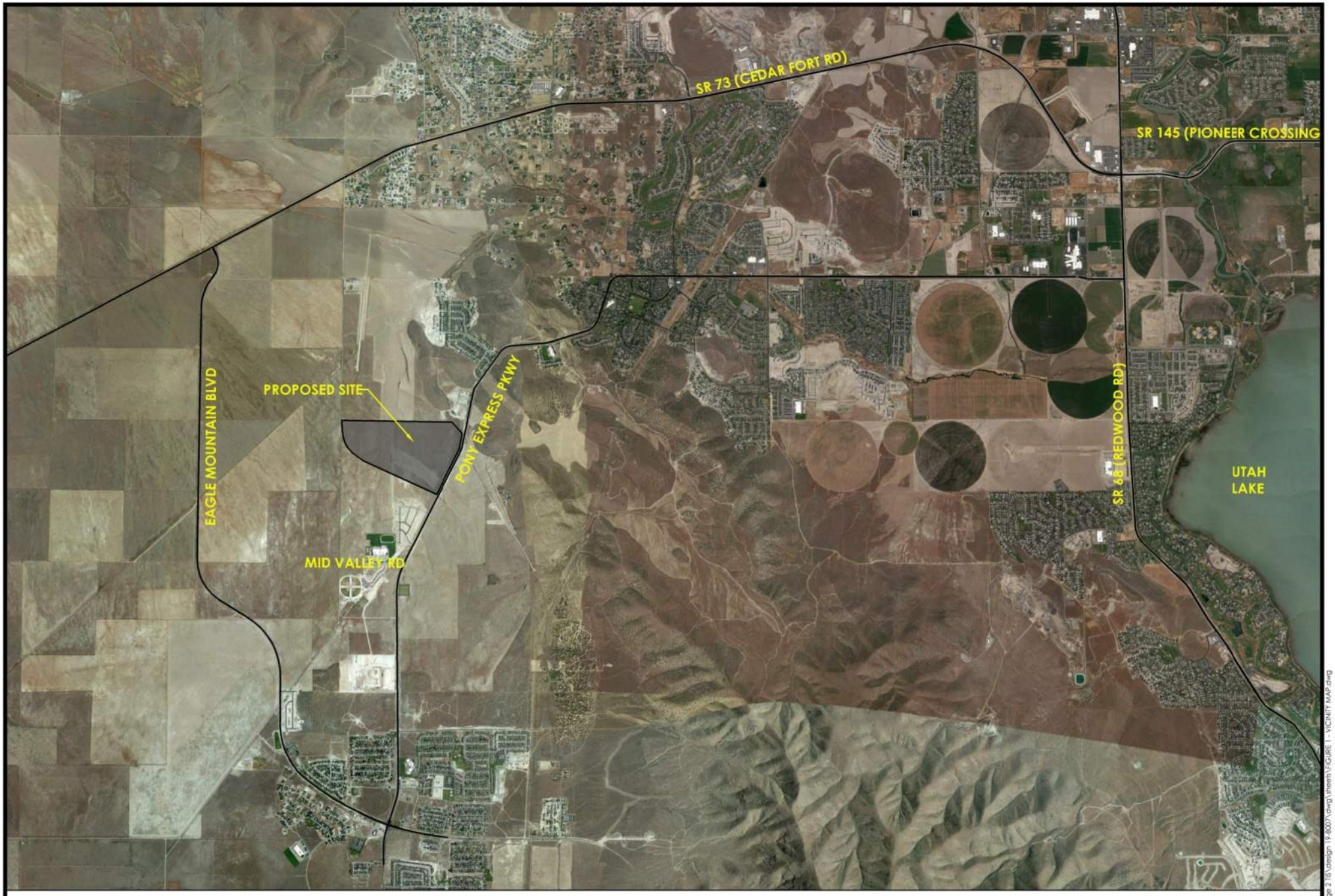
- All accesses to the Overland Village 2 Development along Airport Road should align with the proposed accesses to the existing Overland Village 1 Development.
- Each of the site accesses will be designed and constructed with one receiving lane and one exiting lane that will allow left and right turn movement out of the development. Left turn movements into the development will be made from the existing left turn pockets along Pony Express Parkway and Airport Road. The projected traffic volumes entering and exiting the proposed development along Pony Express Parkway and Airport Road will not warrant separate right turn lanes once all accesses are constructed.

2.0 Introduction

2.1 DEVELOPMENT DESCRIPTION

The proposed Overland Village 2 Subdivision is situated on over 166 acres of vacant land along the west side of Pony Express Parkway, just north of the Overland Village 1 Subdivision and south of the Cedar Valley Airport in Eagle Mountain, Utah. Refer to the Vicinity Map and Site Plan in Figures 1 and 2, respectively. The proposed site will consist of 501 Single-Family Residential Homes and 242 Townhomes. Full build-out of this development is anticipated for the year 2025. This section of Eagle Mountain is primarily agricultural with developments being constructed surrounding the Overland Village 2 proposed development. The Overland Village is a very large Master Planned Development that is currently under construction with the first Village. Future traffic volumes from the study performed for the Overland Village 1 Development were used along the surrounding roadways to analyze the projected future traffic volumes. The City has future plans when funding becomes available to construct Airport Road. It will be a new Arterial Roadway that will run south of the Overland Village 2 Development and connect into Six Mile Cutoff Road near to the Cedar Valley Airport. It is anticipated vehicles traveling north from Eagle Mountain will use this new Airport Road to access SR 73 and then to Redwood Road, Mountain View Corridor and I-15 as this provides a more direct route on higher speed roadways than Pony Express Parkway.

The Overland Village 2 Subdivision is anticipated to generate 6,500 Average Daily Trips (ADT); with 482 AM peak hour trips and 632 PM peak hour trips. As development begins, these trips will access the proposed development by two proposed accesses onto Pony Express Parkway. As the future Airport Road is complete, and development continues to the west, the Overland Village 2 Subdivision will have two additional accesses onto Airport Road. As future development occurs to the north of Overland Village 2, it is also planned that two accesses will connect these two developments. As these additional accesses are constructed, the project trip distribution will change as vehicles find different routes in and out of the overland Village 2 Subdivision.

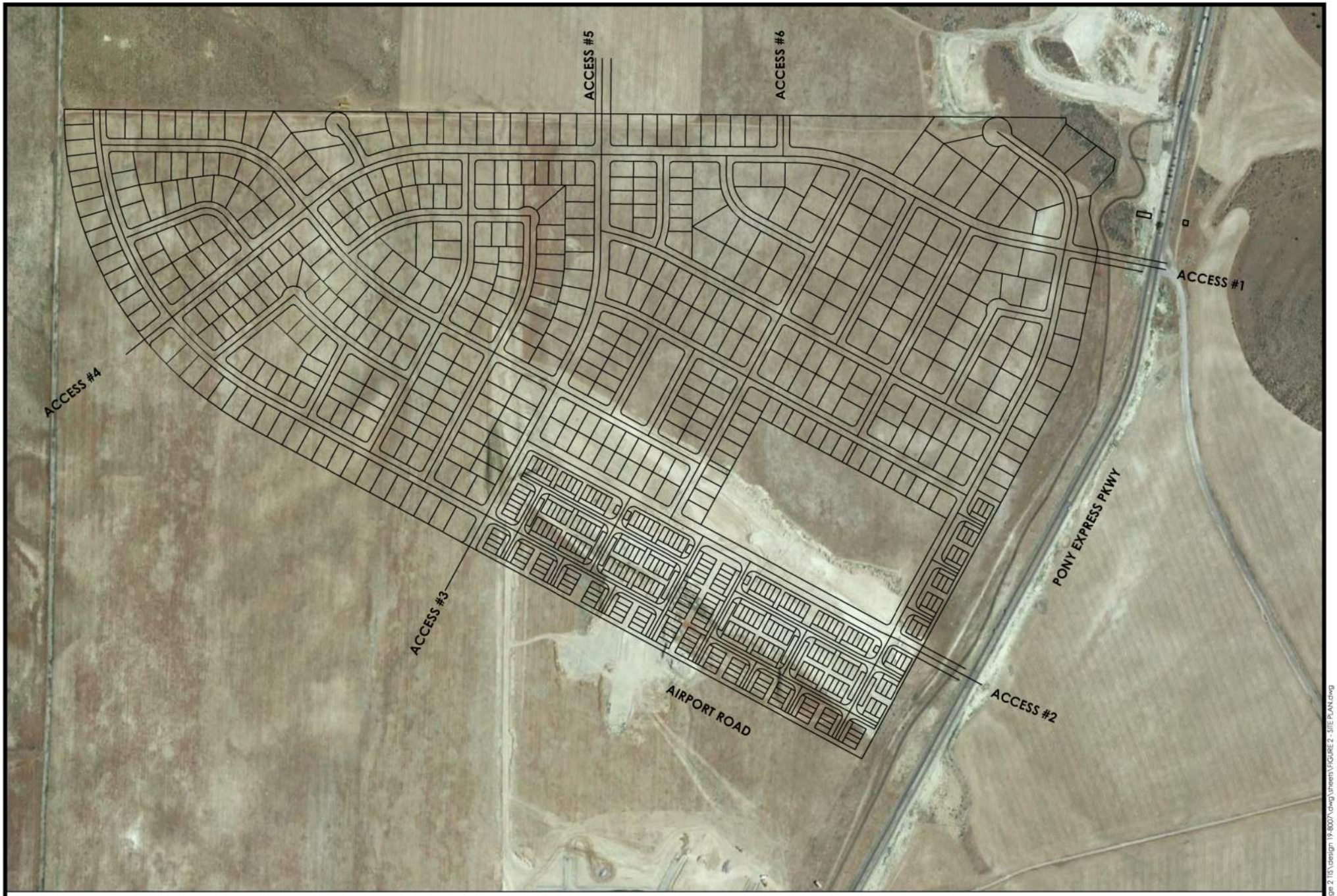


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FIGURE 1 - VICINITY MAP

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FIGURE 2 - SITE PLAN

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3.0 Existing Conditions

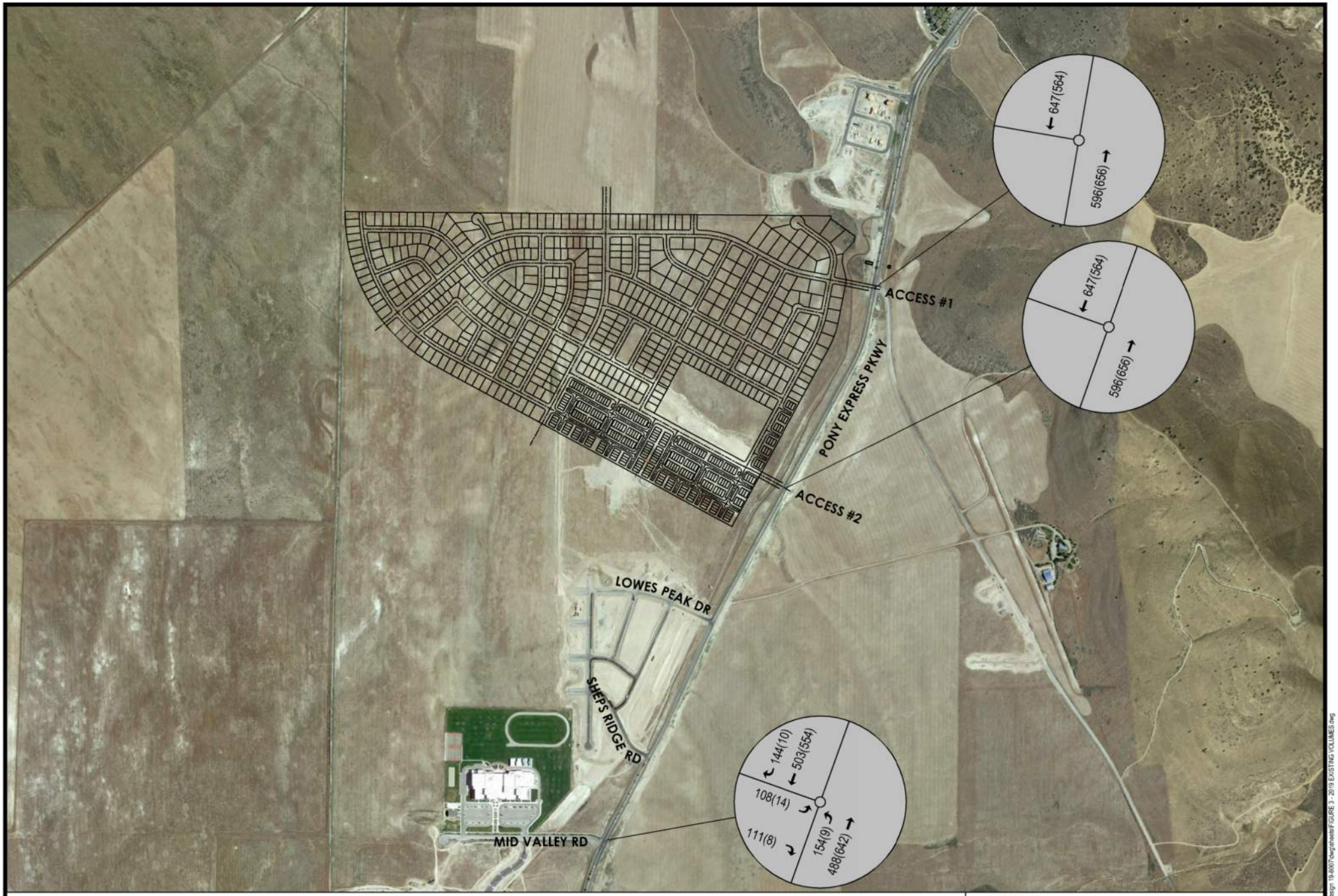
3.1 ROADWAYS

Pony Express Parkway: Pony Express Parkway is dedicated by the City as a Parkway, which consists of two lanes in each direction with a center landscaped median. Pony Express Parkway extends from the southern limits of the City to Redwood Road. The posted speed limit along the frontage of the Overland Development is 40 mph.

Mid Valley RD: Mid Valley RD is a road that runs east/west off of Pony Express PKWY. It is currently only built out to half the ultimate width. It consists of a two-lane road with one lane in each direction. As development occurs in this area, the southern half will be constructed, which will ultimately make Mid Valley Road a Minor Arterial roadway that will extend west. This road provides access to Frontier Middle school. It is assumed the speed limit at the current time is 25 MPH.

3.2 EXISTING TRAFFIC VOLUMES

From conversations with Eagle Mountain City Engineering Staff, it was determined existing traffic counts would need to be collected along Pony Express Parkway at the intersection with Mid Valley Road. Existing AM and PM peak hour traffic volumes were collected at the Mid Valley Road/Pony Express Parkway intersection on December 10, 2019, between the peak hours of 7 AM to 9 AM and 4 PM to 6 PM. From the existing counts that were collected, it was determined the peak hours at the study area intersections are from 7:15 AM to 8:15 AM and from 5:00 PM to 6:00 PM. These volumes are illustrated in Figure 3.



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 3 - 2019 EXISTING TRAFFIC VOLUMES

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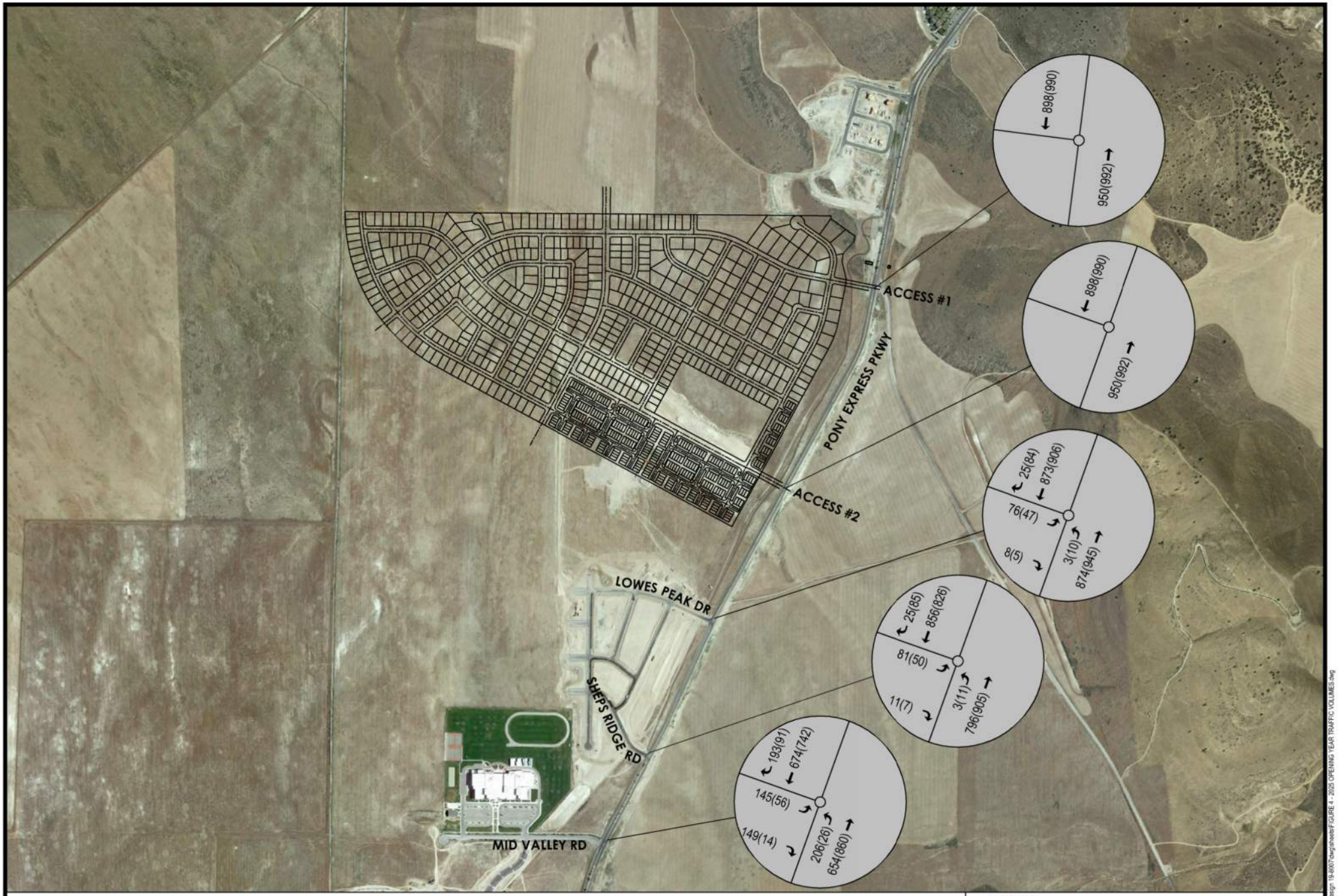
4.0 Opening & Future Year Conditions

Based on conversations that were held at the beginning of this project with Eagle Mountain City Engineering Staff and the recent growth in this area, it is assumed this area will experience fairly high growth over the next few years and then taper off as developments occupy the open land. The projected population growth found in the City's General Plan projects the population growth through 2030 at a 4.47%. We also looked at the growth rates that were used in previously performed traffic studies for similar developments in this area. For purposes of this study, it was determined for the next 6 years (to 2025) a growth of roughly 5% will occur as developments continue to be constructed. For the next 5 years, until 2030, a similar growth will continue to occur. The growth after 2030 will taper back a little as development will occupy the open land. It is assumed 3% will continue until 2045.

The future traffic volumes were also generated by using the projected traffic volumes found in previously performed studies and their site projected volumes.

It should be noted that as development continues and as funds become available, the City will expand on its transportation system by constructing additional roadways. Airport Road is planned by the City to be a Major Arterial that will run along the south boundary of Overland Village 2 and extend east and west. It is anticipated a signalized intersection will be constructed at the intersection of Airport Road with Pony Express Parkway. Airport Road will provide direct connection to Six Mile Cutoff Road that also provides access to SR-73. Mid Valley Road will also extend to the west. With more access to Six Mile Cutoff Road and Eagle Mountain Blvd., traffic along Pony Express Parkway will not experience such high growth rates as projected.

The 2025 Opening Year traffic volumes are illustrated in Figure 4. The 2030 Future Year traffic volumes are illustrated in Figure 5 and the 2045 Future Year traffic volumes are illustrated in Figure 6. These volumes are the anticipated traffic volumes on the existing roadway network whether the proposed Overland Village 2 Development is constructed or not.



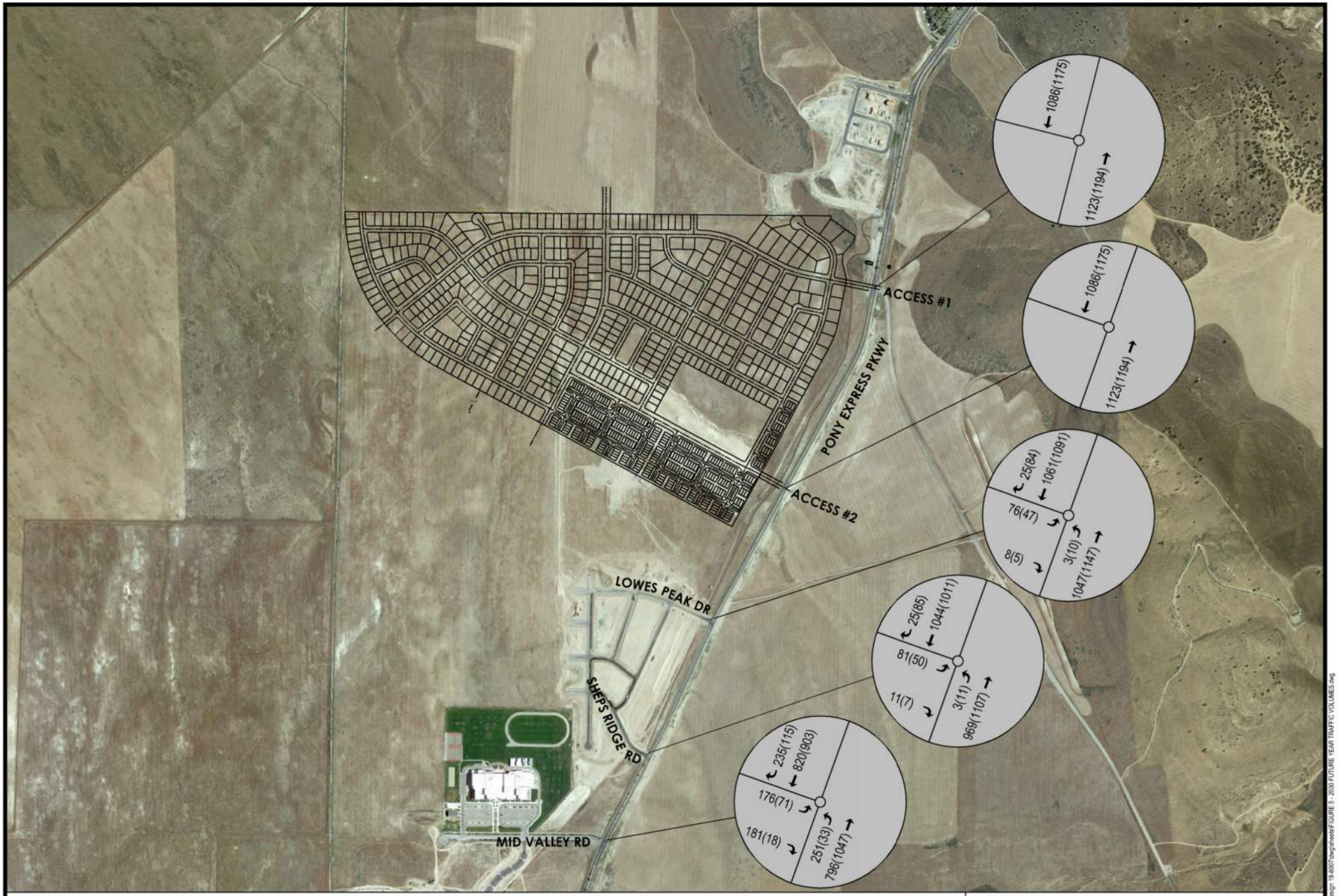
LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 4 - 2025 OPENING YEAR TRAFFIC VOLUMES

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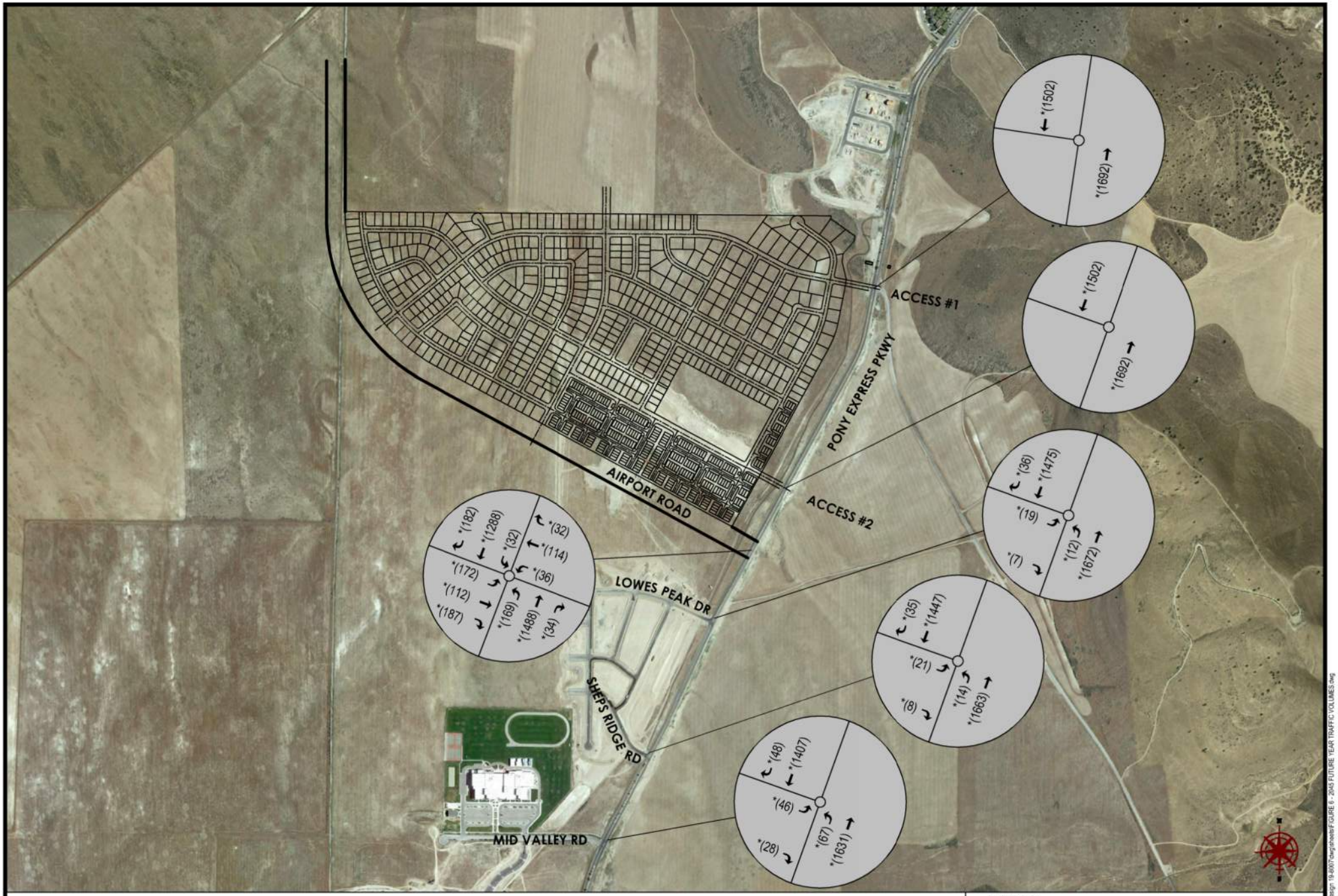
LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 5 - 2030 FUTURE YEAR TRAFFIC VOLUMES

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FIGURE 6 - 2045 FUTURE YEAR TRAFFIC VOLUMES

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LEGEND

XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

*= AM PEAK HOUR TRAFFIC VOLUMES NOT AVAILABLE

T:_2019\19-0007 Overland Village 2 TIS\design\ 19-0007\dwg\sheets\FIGURE 6 - 2045 FUTURE YEAR TRAFFIC VOLUMES.dwg

5.0 Trip Generation and Trip Distribution

The proposed site will consist of 501 Single-Family Residential Homes, and 242 Townhomes. For purposes of this study, the trip generation was performed at full build-out of this site. It is assumed full build-out will occur in 2025. Using land use codes for Single-Family Detached Housing and Multi-family Housing (Low-Rise), trip generation rates were determined using the 10th Edition of the Trip Generation Manual, an ITE information report, published by the Institute of Transportation Engineers, Washington DC. Trips generated by the proposed development which will occur during the peak hours of the proposed development were used for the analysis. The Peak Hour of Adjacent Street Traffic rates are used to generate the AM and PM peak hour volumes. The trips generated from the proposed development are presented in Table 1.

Table 1 - Trip Generation – Average Weekday Driveway Volumes

ITE Land Use Code	Land Use Description	Size	Daily (AADT)	Trip Generation (AM)		Trip Generation (PM)	
				Enter	Exit	Enter	Exit
210	SF Housing Units	501 DU	4,729	93	278	312	184
220	Townhome Units	242 DU	1,771	26	85	86	50

5.1 SITE TRAFFIC DISTRIBUTION

Site ingress/egress traffic at the proposed site accesses were distributed based on the anticipated direction vehicles would be coming from or going to. Directional distribution was estimated based on current land uses within the proximity of the proposed development, mainly employment districts, shopping area, schools, etc. Figure 7 illustrates the site traffic distribution percentages for the development within the 2025 Opening years and the 2030 Future years with only the two project accesses onto Pony Express Parkway, Access #1 and Access #2. As development occurs in this study area and the future construction of Airport Road and future improvements to Mid Valley Road, the project trip distribution percentages will change as additional accesses are constructed. Figure 8 illustrates the anticipated site traffic distribution percentages for the

2045 Future year scenarios. Using the distribution percentages along with projected traffic volumes outlined in Table 1, Figure 9 illustrates the site traffic volumes anticipated for the Overland Village 2 Development in the 2025 Opening Year and 2030 Future Year scenarios. Using the percentages in Figure 8 and the projected traffic volumes in Table 1, Figure 10 illustrates the site traffic volumes anticipated for the overland Village 2 Development in the 2045 Future Year scenarios.



LEGEND
XX% = PEAK HOUR TRAFFIC PERCENTAGE

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FIGURE 7 - 2025 PROJECT TRIP GENERATION PERCENTAGES

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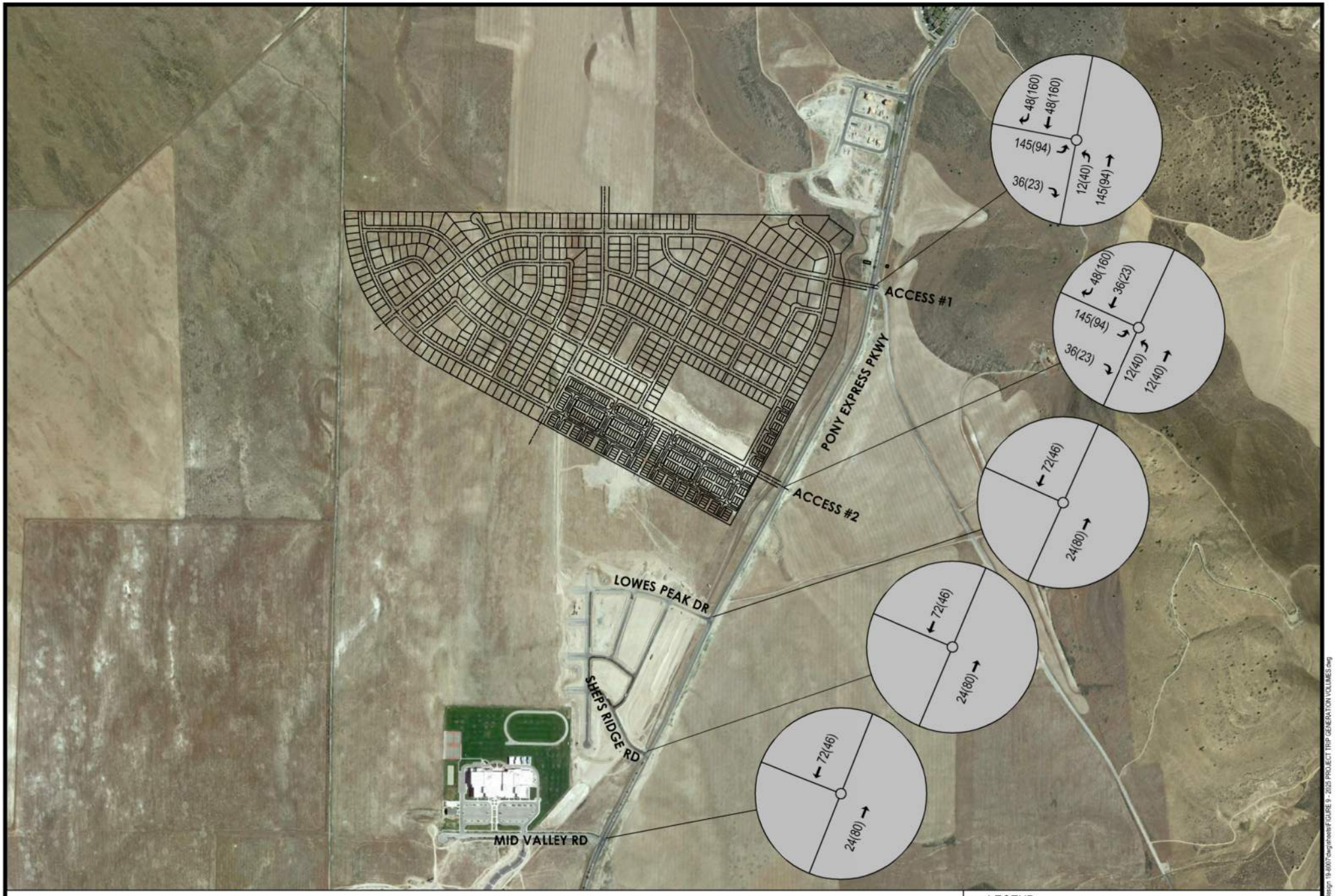
LEGEND
XX% = PEAK HOUR TRAFFIC PERCENTAGE

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FIGURE 8 - 2045 PROJECTED TRIP GENERATION PERCENTAGES

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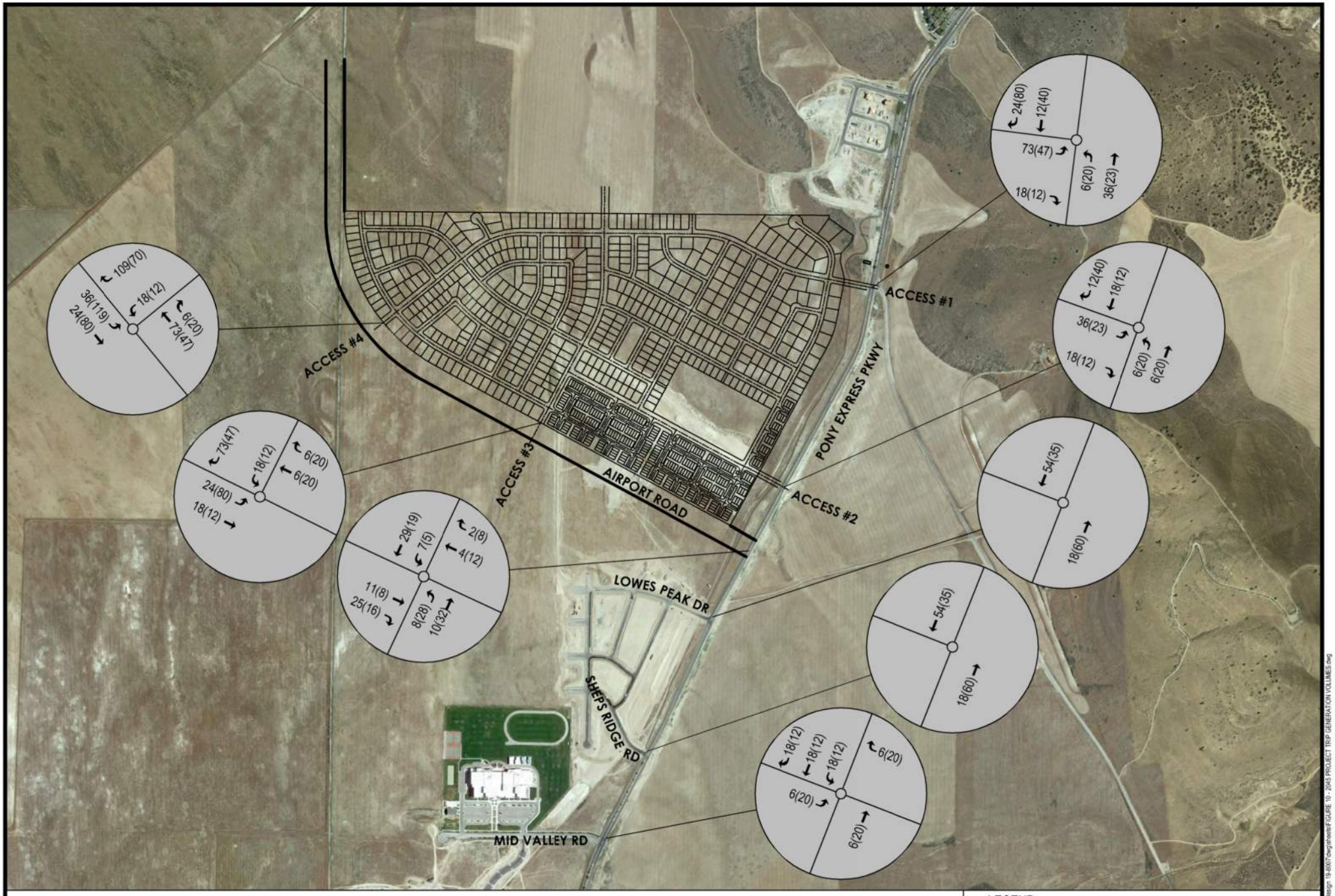
LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 9 - 2025 PROJECT TRIP GENERATION VOLUMES

T:_2019\19-0007 Overland Village 2 TIS\design_19-0007\dwg\sheets\FIGURE 9 - 2025 PROJECT TRIP GENERATION VOLUMES.dwg



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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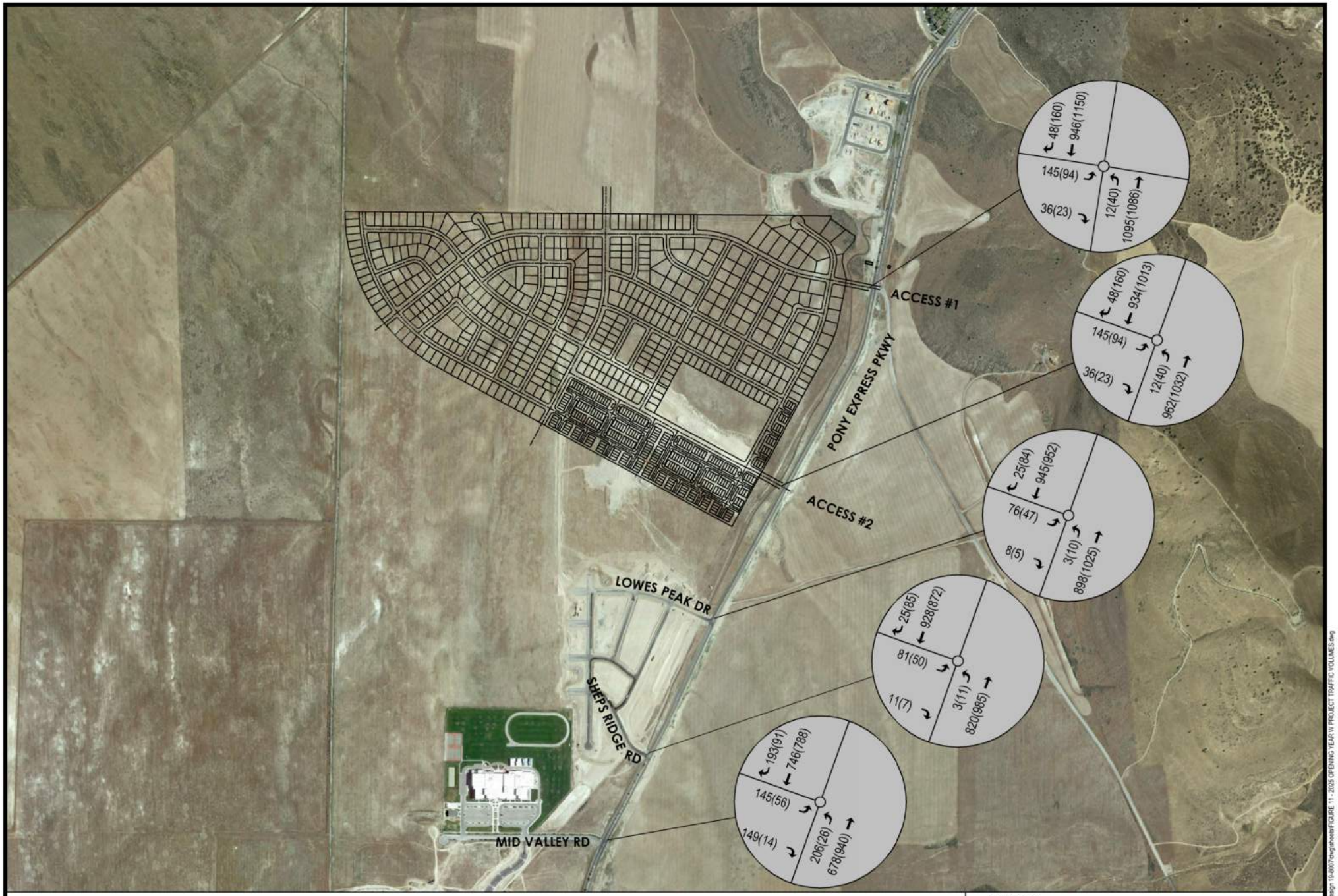
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FIGURE 10 - 2045 PROJECT TRIP GENERATION VOLUMES

F:_2019\19-0007 Overland Village 2 TIS\design_19-0007\dwg\sheets\FIGURE 10 - 2045 PROJECT TRIP GENERATION VOLUMES.dwg

6.0 Opening and Future with Project Traffic Conditions

The projected future traffic volumes represent the traffic that will be added to the study area with the addition of the proposed Overland Village 2 Development. Using the projected traffic volumes from the 2025 Opening Year (Figure 4), 2030 Future Year (Figure 5) and the 2045 Future Year (Figure 6) scenarios in addition to the site generated traffic volumes as illustrated in Figures 9 and 10, the 2025 Opening Year with Project, 2030 Opening Year with Project and 2045 Future Year with Project traffic volumes are generated. Per the developer's schedule, it is anticipated that the proposed site will be built out in 2025. The 2025 Opening Year with Project traffic volumes, which illustrate the full build-out of the Overland Village 2 Development with the projected traffic, are illustrated in Figure 11. Five years after opening, the 2030 Future Year traffic volumes with Project are illustrated in Figure 12. Twenty years after opening, the 2045 Future Year with Project traffic volumes are illustrated in Figure 13.



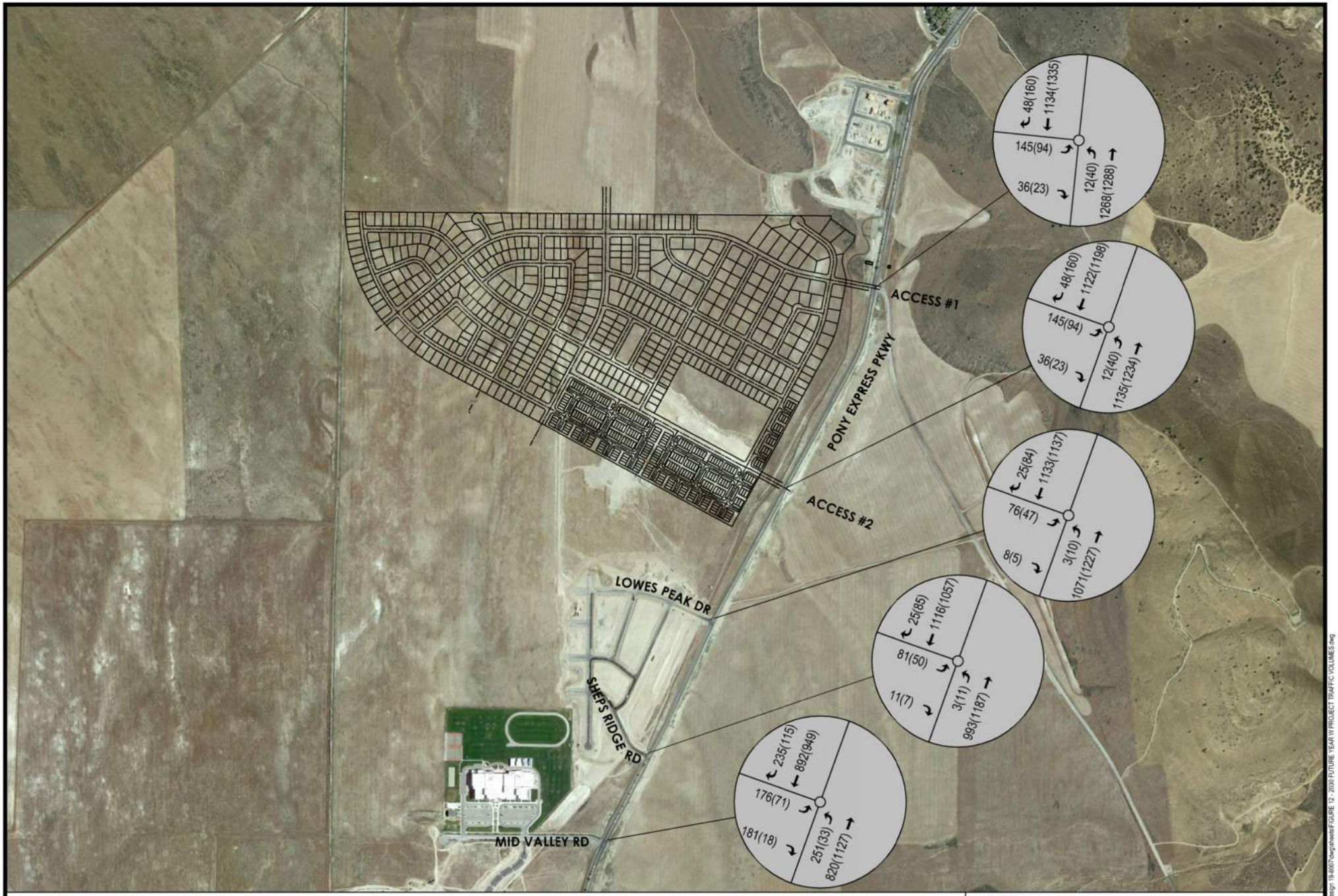
LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 11 - 2025 OPENING YEAR W/ PROJECT TRAFFIC VOLUMES

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LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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OVERLAND VILLAGE 2 TIS

FIGURE 12 - 2030 FUTURE YEAR W/ PROJECT TRAFFIC VOLUMES

T:_2019\19-0007 Overland Village 2 TIS\design_19-0007\dwg\sheets\FIGURE 12 - 2030 FUTURE YEAR W PROJECT TRAFFIC VOLUMES.dwg



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES
*= AM PEAK HOUR TRAFFIC VOLUMES NOT AVAILABLE

FOCUS ENGINEERING AND SURVEYING, LLC

OVERLAND VILLAGE 2 TIS

FIGURE 13 - 2045 FUTURE YEAR W/ PROJECT TRAFFIC VOLUMES

T:\ 2019\19-0007 Overland Village 2 TIS\design\ 19-0007\dwg\sheets\FIGURE 13 - 2045 FUTURE YEAR W PROJECT TRAFFIC VOLUMES.dwg

7.0 Capacity Analysis

Intersection capacity analysis was performed at the study area intersections and the proposed accesses to the Overland Village 2. Synchro© Version 10 was used to analyze the study intersections for the proposed trip conditions according to methods put forth by the Transportation Research Board's **Highway Capacity Manual** (**HCM 6th Edition**).

The Level of Service (LOS) of an intersection ranges from A to F where LOS A has a low vehicular delay indicating smooth free-flowing traffic. LOS F has a high vehicular delay and indicates the worst-case scenario with high congestion and a complete breakdown of traffic flow. Although LOS A through C are the desired levels, LOS D is considered acceptable in urban conditions. Traffic conditions with LOS of E or F are generally deemed unacceptable and represent significant travel delay, increased accident potential, and inefficient motor vehicle operation. Table 2 shows the relation between LOS and vehicular delay for signalized and unsignalized intersections.

Table 2 - Signalized and Unsignalized intersection LOS and Delay Parameters

Level of Service (LOS)	Vehicular Delay (seconds/vehicle)	
	Signalized Intersection	Stop Controlled Approach
A	0.0 ≤10.0	0.0 < 10.0
B	>10.0 ≤ 20.0	> 10.0 < 15.0
C	> 20.0 ≤ 35.0	> 15.0 < 25.0
D	> 35.0 ≤ 55.0	> 25.0 < 35.0
E	> 55.0 ≤ 80.0	> 35.0 < 50.0
F	> 80.0	> 50.0

The 2019 Existing, 2025 Opening Year, 2030 Future Year Traffic, and 2040 Future Year traffic volumes at each of the study area intersections were input into the Synchro

Software. The levels of service at each of the turning movements can be seen in the following tables.

Table 3 – 2019 Existing Traffic LOS

Intersection	2019 Existing Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**A(6)**	A(5)	A(5)	B(14)	N/A
PM Peak Hour	**A(3)**	A(3)	A(3)	B(16)	N/A

Table 4 – 2025 Opening Year Traffic LOS

Intersection	2025 Opening Year Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**A(8)**	A(7)	A(6)	B(14)	N/A
PM Peak Hour	**A(4)**	A(4)	A(4)	B(15)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.3**	A(0)	A(0)	D(26)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	C(22)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.2**	A(0)	A(0)	D(27)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	D(26)	N/A

Table 5 – 2030 Future Year Traffic LOS

Intersection	2030 Future Year Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**B(10)**	B(11)	A(8)	B(14)	N/A
PM Peak Hour	**A(5)**	A(4)	A(5)	B(14)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.6**	A(0)	A(0)	E(36)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	D(30)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.4**	A(0)	A(0)	E(38)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	D(34)	N/A

Table 6 – 2045 Future Traffic LOS

Intersection	2045 Future Year Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**A(8)**	A(8)	A(8)	B(14)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(42)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(43)	N/A
4: Pony Express Pkwy & Airport Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**C(26)**	C(28)	C(24)	C(26)	C(25)

With the addition of the Overland Village 2 Development, the following tables illustrate the levels of service under the 2025 Opening Year with Project, 2030 Future Year with Project and 2045 Future with Project traffic scenarios.

Table 7 – 2025 Opening Year with Project Traffic LOS

Intersection	2025 Opening Year w/ Project Traffic LOS(Delay)				
	Overall LOS	**Northbound**	**Southbound**	**Eastbound**	**Westbound**
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**A(8)**	A(7)	A(7)	B(14)	N/A
PM Peak Hour	**A(4)**	A(4)	A(4)	B(15)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.4**	A(0)	A(0)	D(28)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	C(24)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.3**	A(0)	A(0)	D(30)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	D(28)	N/A
5: Pony Express Pkwy & Access #2					
AM Peak Hour	**4.2**	A(0)	A(0)	E(49)	N/A
PM Peak Hour	**2.6**	A(0)	A(0)	E(48)	N/A
6: Pony Express Pkwy & Access #1					
AM Peak Hour	**4.5**	A(0)	A(0)	F(56)	N/A
PM Peak Hour	**3.3**	A(0)	A(0)	F(67)	N/A

Table 8 – 2030 Future Year with Project Traffic LOS

Intersection	2030 Future Year w/ Project Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**B(11)**	B(12)	A(9)	B(14)	N/A
PM Peak Hour	**A(5)**	A(5)	A(5)	B(14)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.7**	A(0)	A(0)	E(41)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	D(32)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.6**	A(0)	A(0)	E(43)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	E(37)	N/A
5: Pony Express Pkwy & Access #2					
AM Peak Hour	**6.9**	A(0)	A(0)	F(94)	N/A
PM Peak Hour	**3.7**	A(0)	A(0)	F(82)	N/A
6: Pony Express Pkwy & Access #1					
AM Peak Hour	**7.3**	A(0)	A(0)	F(106)	A(0)
PM Peak Hour	**5.1**	A(0)	A(0)	F(123)	A(0)

Table 9 – 2045 Future Year with Project Traffic LOS

Intersection	2045 Future Year w/ Project Traffic LOS(Delay)				
	Overall LOS	**Northbound**	**Southbound**	**Eastbound**	**Westbound**
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**C(29)**	D(37)	C(21)	B(17)	C(22)
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(45)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(46)	N/A
4: Pony Express Pkwy & Airport Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**C(33)**	D(39)	C(28)	C(26)	C(25)
5: Pony Express Pkwy & Access #2					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.6**	A(0)	A(0)	E(44)	N/A
6: Pony Express Pkwy & Access #1					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**1.5**	A(0)	A(0)	F(78)	N/A
7: Airport Rd & Access #3					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**1.3**	N/A	B(12)	A(0)	A(0)
8: Airport Rd & Access #4					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**1.6**	N/A	B(12)	A(2)	A(0)

8.0 Recommendations

Based on the information presented in this report, the following improvements are recommended as part of this development. The following recommendations are made for the intersections within this study area and to accommodate the new site accesses.

2019 Existing Scenario

The Pony Express Parkway and Mid Valley Road intersection currently functions at a LOS "A" under both the AM and PM peak hours. No improvements are needed under the 2019 Existing Conditions.

2025 Opening Year Scenario

Under the 2025 Opening Year scenario, without the Overland Village 2 Development, and using the existing lane configuration and roadway network, the Pony Express Parkway and Mid Valley Road intersection will continue to function at a LOS "A" in both the AM and PM peak hours.

It is recommended that by 2025, Mid Valley Road should be fully built-out in order to provide additional access to and from the Overland Village 1 Development. This will help reduce the number of vehicles using the Sheps Ridge Road and Lowes Peak Road intersections, improving the LOS and reducing the delay for vehicles exiting the development. It should also be noted, with the Mid Valley Road and Pony Express Parkway intersection now signalized, this will provide gaps in the flow of traffic along Pony Express Parkway which will allow vehicles a safer movement out of the development from these two roadways.

It is also recommended Airport Road be constructed to its full build-out. This will provide additional accesses in and out of the Overland Village 1 Development and reduce the number of vehicles along Pony Express Parkway and at the intersections of Sheps Ridge Road and Lowe Peak Road, improving the LOS.

2025 Opening Year with Project Scenario

With the addition of the Overland Village 2 Development, the 2025 Opening Year with Project traffic volumes at the Pony Express Parkway and Mid Valley Road intersection will continue to function at an overall acceptable LOS "A" during the AM and PM peak hours. No additional improvements are needed at this intersection.

It is assumed, until the City is able to construct Airport Road, there will only be Access #1 and Access #2 into and out of the Overland Village 2 Development. This will cause the eastbound movement out of the development to experience delays with the increase of traffic along Pony Express Parkway. It is recommended that Airport Road be constructed as soon as funding is available. By constructing Airport Road and extending Mid Valley Road to the west, additional accesses will be created to both the Overland Village 1 and Village 2 Developments. As these additional accesses are constructed, traffic patterns will adjust and become more evenly distributed (as shown in the 2045 Scenarios), which will improve the level of service and reduce delays at Access #1 and Access #2.

2030 Future Year Scenario

In the 2030 Future Year scenario, the Pony Express Parkway and Mid Valley Road signalized intersection, will function at a LOS "B" or better in both the AM and PM peak hours. It is recommended as development occurs along Mid Valley Road, the full build-out of the southern half of the road be completed. The extension of Mid Valley Road to the west will also provide additional access to the Overland Village 1 Development which will help reduce the amount of traffic at the Sheps Ridge Road and Lowes Peak Road intersections with Pony Express Parkway. This will also provide connection to another north/south Major Arterial that will reduce the amount of traffic along Pony Express Parkway.

2030 Future Year with Project Scenario

As mentioned under the 2030 Future Year scenario, it is recommended, Airport Road be constructed. This will provide two additional accesses in and out of the Overland Village 2 Development which will redistribute the projected traffic volumes from Access #1 and Access #2. This will improve the LOS and decrease the delay time for vehicles exiting the proposed development.

With the addition of Airport Road and with Mid Valley Road fully constructed, all other intersections will function at acceptable levels of service.

It is recommended that as Airport Road is constructed, the intersection with Pony Express Parkway be signalized. Signalizing this intersection will also provide adequate gaps in the flow of traffic along Pony Express Parkway which will allow vehicles to exit Overland Village 2 at Access #1 and Access #2 safely and reduce delays.

2045 Future Year Scenario

With Airport Road fully built out and Mid Valley Road fully built out, no additional recommendations are needed at any of the study area intersection. All intersections will function at acceptable levels of service under the 2045 Future Year scenario with these improvements.

It is assumed the Airport Road and Pony Express Parkway intersection will be fully built as per the City's General Plan. It is assumed this will be a signalized 4-legged intersection.

2045 Future Year with Project Scenario

With the recommended improvements to Airport Road and Mid Valley Road, under the 2045 Future Year with Project scenario, all study area intersections will function at acceptable levels of service and no additional recommendations are needed. Using the 2045 Future Year traffic volumes, combined with the Overland Village 2 Project generated traffic volumes, the 2045 Future Year with Project traffic volumes are

generated. These traffic volumes are illustrated in Figure 13. The Pony Express Parkway and Mid Valley Road intersection will continue to function at a LOS "C" under the PM peak hour. Similar to the 2045 Future Year scenario, no additional improvements are needed at this intersection.

The proposed internal roadway network of the Overland Village 2 is designed to provide an efficient flow of traffic throughout the development, as well as provide safe ingress and egress to the existing roadway network. There are Collector Roads that are designed within Village 2 that will connect to Village 1 and other Villages throughout the entire Overland Development.

All accesses to the Overland Village 2 Development along Airport Road should align with the proposed accesses to the existing Overland Village 1 Development.

Each of the site accesses will be designed and constructed with one receiving lane and one exiting lane that will allow left and right turn movement out of the development. Left turn movements into the development will be made from the existing left turn pockets along Pony Express Parkway and Airport Road. The projected traffic volumes entering and exiting the proposed development along Pony Express Parkway and Airport Road will not warrant separate right turn lanes once all accesses are constructed.

9.0 Appendix

Existing Traffic Counts

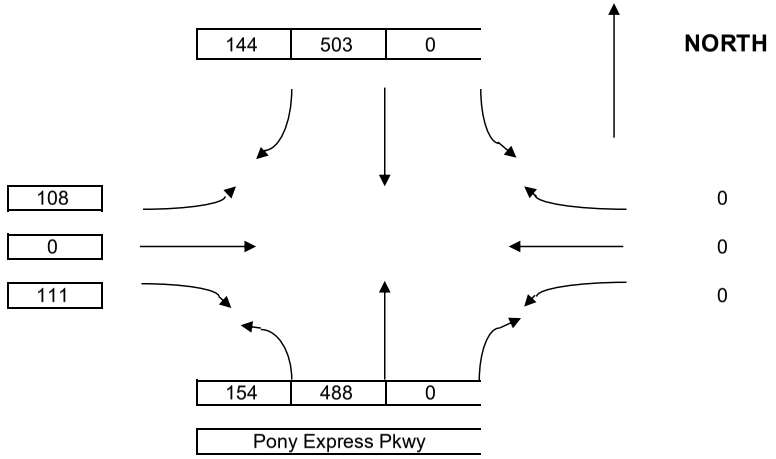
TURNING MOVEMENT COUNT SUMMARY

FOCUS ENGINEERING & SURVEYING, LLC

INTERSECTION:	**P.E.P. & M.V.R.**
N-S STREET:	**Pony Express Pkwy**
E-W STREET:	**Mid Valley Rd**
FOCUS PROJ. NO.:	**19-8007**
COUNT DATE:	**10-Dec-19**
NOTES:	
COUNT TIME:	
FROM:	**7:00 AM**
TO:	**9:00 AM**

PK HR VOLUME:	1,508
PHF:	0.95
PEAK HOUR:	
FROM:	TO:
7:15 AM	8:15 AM

AM PEAK HOUR VOLUMES



COUNT DATA INPUT:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
7:00 AM	7:15 AM	1	122		0		0		61	5				189
7:15 AM	7:30 AM	12	156		2		2		163	16				351
7:30 AM	7:45 AM	33	145		10		11		169	29				397
7:45 AM	8:00 AM	64	98		38		38		84	52				374
8:00 AM	8:15 AM	45	89		58		60		87	47				386
8:15 AM	8:30 AM	5	83		18		4		55	10				175
8:30 AM	8:45 AM	2	53		3		2		38	2				100
8:45 AM	9:00 AM	3	43		3		1		41	2				93

HOURLY TOTALS:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
7:00 AM	8:00 AM	110	521	0	50	0	51	0	477	102	0	0	0	1,311
7:15 AM	8:15 AM	154	488	0	108	0	111	0	503	144	0	0	0	1,508
7:30 AM	8:30 AM	147	415	0	124	0	113	0	395	138	0	0	0	1,332
7:45 AM	8:45 AM	116	323	0	117	0	104	0	264	111	0	0	0	1,035
8:00 AM	9:00 AM	55	268	0	82	0	67	0	221	61	0	0	0	754

NOTE PHF IS BASED ON 15 MIN. PEAK WITHIN THE PEAK HOUR.

TURNING MOVEMENT COUNT SUMMARY

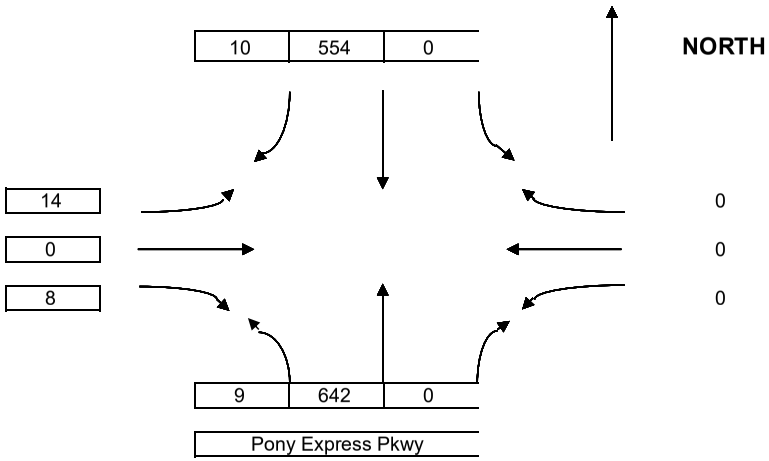
FOCUS ENGINEERING & SURVEYING, LLC

INTERSECTION:	**P.E.P. & M.V.R.**
N-S STREET:	**Pony Express Pkwy**
E-W STREET:	**Mid Valley Rd**
FOCUS PROJ. NO.:	**19-8007**
COUNT DATE:	**10-Dec-19**
NOTES:	
COUNT TIME:	
FROM:	**4:00 PM**
TO:	**6:00 PM**

PK HR VOLUME:	1,237
PHF:	0.89
PEAK HOUR:	
FROM:	TO:
5:00 PM	6:00 PM

Mid Valley Rd

PM PEAK HOUR VOLUMES



COUNT DATA INPUT:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
4:00 PM	4:15 PM	3	70		9		6		39	4				131
4:15 PM	4:30 PM	2	118		5		5		110	4				244
4:30 PM	4:45 PM	2	106		6		2		103	1				220
4:45 PM	5:00 PM	0	90		3		2		140	3				238
5:00 PM	5:15 PM	2	136		3		2		132	3				278
5:15 PM	5:30 PM	2	141		7		5		131	4				290
5:30 PM	5:45 PM	4	195		3		0		144	1				347
5:45 PM	6:00 PM	1	170		1		1		147	2				322

HOURLY TOTALS:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
4:00 PM	5:00 PM	7	384	0	23	0	15	0	392	12	0	0	0	833
4:15 PM	5:15 PM	6	450	0	17	0	11	0	485	11	0	0	0	980
4:30 PM	5:30 PM	6	473	0	19	0	11	0	506	11	0	0	0	1,026
4:45 PM	5:45 PM	8	562	0	16	0	9	0	547	11	0	0	0	1,153
5:00 PM	6:00 PM	9	642	0	14	0	8	0	554	10	0	0	0	1,237

NOTE PHF IS BASED ON 15 MIN. PEAK WITHIN THE PEAK HOUR.

Trip Generation Report

Trip Generation Summary

Alternative: Alternative 2
Phase:
Project: New Project

Open Date: 2/12/2020
Analysis Date: 2/12/2020

ITE	Land Use		Weekday Average Daily Trips *	Enter	Exit	Total	Weekday AM Peak Hour of Adjacent Street Traffic *	Enter	Exit	Total	Weekday PM Peak Hour of Adjacent Street Traffic *	Enter	Exit	Total
210	SFHOUSE 2			2365	2364	4729		93	278	371		312	184	496
	501	Dwelling Units												
220	LOW-RISE 2			886	885	1771		26	85	111		86	50	136
	242	Dwelling Units												
Unadjusted Volume				3251	3249	6500		119	363	482		398	234	632
Internal Capture Trips				0	0	0		0	0	0		0	0	0
Pass-By Trips				0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets				3251	3249	6500		119	363	482		398	234	632

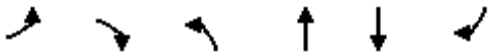
Total Weekday Average Daily Trips Internal Capture = 0 Percent
Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent
Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

Traffic Analysis Reports

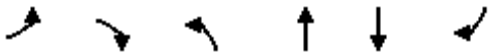
2019 Existing Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	108	111	154	488	503	144
Future Volume (veh/h)	108	111	154	488	503	144
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	117	121	167	530	547	157
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	248	221	576	2039	1565	447
Arrive On Green	0.14	0.14	0.57	0.57	0.57	0.57
Sat Flow, veh/h	1781	1585	743	3647	2821	780
Grp Volume(v), veh/h	117	121	167	530	356	348
Grp Sat Flow(s),veh/h/ln	1781	1585	743	1777	1777	1730
Q Serve(g_s), s	1.9	2.2	4.9	2.3	3.3	3.4
Cycle Q Clear(g_c), s	1.9	2.2	8.2	2.3	3.3	3.4
Prop In Lane	1.00	1.00	1.00			0.45
Lane Grp Cap(c), veh/h	248	221	576	2039	1019	993
V/C Ratio(X)	0.47	0.55	0.29	0.26	0.35	0.35
Avail Cap(c_a), veh/h	1022	909	576	2039	1019	993
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.4	12.6	5.8	3.3	3.6	3.6
Incr Delay (d2), s/veh	1.4	2.1	1.3	0.3	0.9	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.7	0.5	0.2	0.4	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.8	14.7	7.0	3.7	4.5	4.5
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	238			697	704	
Approach Delay, s/veh	14.3			4.5	4.5	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		8.9		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		10.2		4.2		5.4
Green Ext Time (p_c), s		2.7		0.6		3.4

Intersection Summary	
HCM 6th Ctrl Delay	5.9
HCM 6th LOS	A

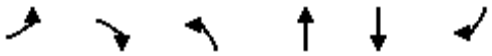


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	14	8	9	642	554	10
Future Volume (veh/h)	14	8	9	642	554	10
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	15	9	10	698	602	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	54	48	723	2297	2308	42
Arrive On Green	0.03	0.03	0.65	0.65	0.65	0.65
Sat Flow, veh/h	1781	1585	809	3647	3664	65
Grp Volume(v), veh/h	15	9	10	698	299	314
Grp Sat Flow(s),veh/h/ln	1781	1585	809	1777	1777	1859
Q Serve(g_s), s	0.2	0.2	0.1	2.4	2.0	2.0
Cycle Q Clear(g_c), s	0.2	0.2	2.1	2.4	2.0	2.0
Prop In Lane	1.00	1.00	1.00			0.04
Lane Grp Cap(c), veh/h	54	48	723	2297	1149	1201
V/C Ratio(X)	0.28	0.19	0.01	0.30	0.26	0.26
Avail Cap(c_a), veh/h	1151	1025	723	2297	1149	1201
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.2	13.2	2.6	2.2	2.1	2.1
Incr Delay (d2), s/veh	2.7	1.8	0.0	0.3	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.1	0.0	0.1	0.2	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.9	15.0	2.6	2.5	2.6	2.6
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	24			708	613	
Approach Delay, s/veh	15.6			2.5	2.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		5.3		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		4.4		2.2		4.0
Green Ext Time (p_c), s		3.8		0.0		2.9

Intersection Summary	
HCM 6th Ctrl Delay	2.8
HCM 6th LOS	A

2025 Opening Year Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	145	149	206	654	674	193
Future Volume (veh/h)	145	149	206	654	674	193
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	158	162	224	711	733	210
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	304	271	452	1964	1507	432
Arrive On Green	0.17	0.17	0.55	0.55	0.55	0.55
Sat Flow, veh/h	1781	1585	594	3647	2819	781
Grp Volume(v), veh/h	158	162	224	711	478	465
Grp Sat Flow(s),veh/h/ln	1781	1585	594	1777	1777	1730
Q Serve(g_s), s	2.6	3.1	12.0	3.6	5.4	5.4
Cycle Q Clear(g_c), s	2.6	3.1	17.4	3.6	5.4	5.4
Prop In Lane	1.00	1.00	1.00			0.45
Lane Grp Cap(c), veh/h	304	271	452	1964	982	956
V/C Ratio(X)	0.52	0.60	0.50	0.36	0.49	0.49
Avail Cap(c_a), veh/h	985	876	452	1964	982	956
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.3	12.5	9.8	4.1	4.5	4.5
Incr Delay (d2), s/veh	1.4	2.1	3.9	0.5	1.7	1.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	1.0	1.3	0.5	0.9	0.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.7	14.6	13.6	4.6	6.2	6.2
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	320			935	943	
Approach Delay, s/veh	14.1			6.8	6.2	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		10.1		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		19.4		5.1		7.4
Green Ext Time (p_c), s		0.0		0.8		4.2

Intersection Summary	
HCM 6th Ctrl Delay	7.6
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	796	856	25
Future Vol, veh/h	81	11	3	796	856	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	865	930	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1369	465	957	0	-	0
Stage 1	930	-	-	-	-	-
Stage 2	439	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	138	544	714	-	-	-
Stage 1	344	-	-	-	-	-
Stage 2	617	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	137	544	714	-	-	-
Mov Cap-2 Maneuver	257	-	-	-	-	-
Stage 1	343	-	-	-	-	-
Stage 2	617	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	25.5	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	714	-	274	-	-
HCM Lane V/C Ratio	0.005	-	0.365	-	-
HCM Control Delay (s)	10.1	-	25.5	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.6	-	-

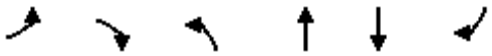
Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	874	873	25
Future Vol, veh/h	76	8	3	874	873	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	950	949	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1444	488	976	0	-	0
Stage 1	963	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	123	526	703	-	-	-
Stage 1	331	-	-	-	-	-
Stage 2	588	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	123	526	703	-	-	-
Mov Cap-2 Maneuver	243	-	-	-	-	-
Stage 1	330	-	-	-	-	-
Stage 2	588	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	26.7	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	703	-	256	-	-
HCM Lane V/C Ratio	0.005	-	0.357	-	-
HCM Control Delay (s)	10.1	-	26.7	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.5	-	-



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	14	26	860	742	91
Future Volume (veh/h)	56	14	26	860	742	91
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	61	15	28	935	807	99
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	140	125	543	2183	1957	240
Arrive On Green	0.08	0.08	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1781	1585	615	3647	3280	391
Grp Volume(v), veh/h	61	15	28	935	450	456
Grp Sat Flow(s),veh/h/ln	1781	1585	615	1777	1777	1800
Q Serve(g_s), s	1.0	0.3	0.7	4.0	3.8	3.8
Cycle Q Clear(g_c), s	1.0	0.3	4.6	4.0	3.8	3.8
Prop In Lane	1.00	1.00	1.00			0.22
Lane Grp Cap(c), veh/h	140	125	543	2183	1091	1106
V/C Ratio(X)	0.44	0.12	0.05	0.43	0.41	0.41
Avail Cap(c_a), veh/h	1094	974	543	2183	1091	1106
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	12.6	4.1	3.0	2.9	2.9
Incr Delay (d2), s/veh	2.1	0.4	0.2	0.6	1.2	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.1	0.1	0.2	0.3	0.3
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.0	13.0	4.3	3.6	4.1	4.1
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	76			963	906	
Approach Delay, s/veh	14.6			3.6	4.1	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		6.8		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		6.6		3.0		5.8
Green Ext Time (p_c), s		4.9		0.1		4.3

Intersection Summary	
HCM 6th Ctrl Delay	4.2
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	905	826	85
Future Vol, veh/h	50	7	11	905	826	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	984	898	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1414	449	990	0	-	0
Stage 1	898	-	-	-	-	-
Stage 2	516	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	129	557	694	-	-	-
Stage 1	358	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	127	557	694	-	-	-
Mov Cap-2 Maneuver	251	-	-	-	-	-
Stage 1	352	-	-	-	-	-
Stage 2	564	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	22.3	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	694	-	269	-	-
HCM Lane V/C Ratio	0.017	-	0.23	-	-
HCM Control Delay (s)	10.3	-	22.3	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.7

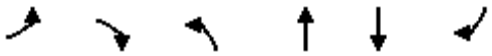
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	945	906	84
Future Vol, veh/h	47	5	10	945	906	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1027	985	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1567	538	1076	0	-	0
Stage 1	1031	-	-	-	-	-
Stage 2	536	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	102	488	644	-	-	-
Stage 1	305	-	-	-	-	-
Stage 2	551	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	100	488	644	-	-	-
Mov Cap-2 Maneuver	218	-	-	-	-	-
Stage 1	300	-	-	-	-	-
Stage 2	551	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	25.7	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	644	-	230	-	-
HCM Lane V/C Ratio	0.017	-	0.246	-	-
HCM Control Delay (s)	10.7	-	25.7	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

2025 Opening Year with Project Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	145	149	206	678	746	193
Future Volume (veh/h)	145	149	206	678	746	193
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	158	162	224	737	811	210
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	304	271	425	1964	1544	400
Arrive On Green	0.17	0.17	0.55	0.55	0.55	0.55
Sat Flow, veh/h	1781	1585	552	3647	2887	723
Grp Volume(v), veh/h	158	162	224	737	516	505
Grp Sat Flow(s),veh/h/ln	1781	1585	552	1777	1777	1740
Q Serve(g_s), s	2.6	3.1	12.0	3.8	6.0	6.0
Cycle Q Clear(g_c), s	2.6	3.1	18.0	3.8	6.0	6.0
Prop In Lane	1.00	1.00	1.00			0.42
Lane Grp Cap(c), veh/h	304	271	425	1964	982	962
V/C Ratio(X)	0.52	0.60	0.53	0.38	0.53	0.53
Avail Cap(c_a), veh/h	985	876	425	1964	982	962
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.3	12.5	10.8	4.1	4.6	4.6
Incr Delay (d2), s/veh	1.4	2.1	4.6	0.5	2.0	2.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	1.0	1.4	0.5	1.1	1.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.7	14.6	15.4	4.7	6.6	6.6
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	320			961	1021	
Approach Delay, s/veh	14.1			7.2	6.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		10.1		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		20.0		5.1		8.0
Green Ext Time (p_c), s		0.0		0.8		4.4

Intersection Summary	
HCM 6th Ctrl Delay	7.9
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	820	928	25
Future Vol, veh/h	81	11	3	820	928	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	891	1009	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1461	505	1036	0	-	0
Stage 1	1009	-	-	-	-	-
Stage 2	452	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	120	512	667	-	-	-
Stage 1	313	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	120	512	667	-	-	-
Mov Cap-2 Maneuver	235	-	-	-	-	-
Stage 1	312	-	-	-	-	-
Stage 2	608	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	28.5	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	667	-	251	-	-
HCM Lane V/C Ratio	0.005	-	0.398	-	-
HCM Control Delay (s)	10.4	-	28.5	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.8	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	898	945	25
Future Vol, veh/h	76	8	3	898	945	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	976	1027	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1535	527	1054	0	-	0
Stage 1	1041	-	-	-	-	-
Stage 2	494	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	107	496	656	-	-	-
Stage 1	301	-	-	-	-	-
Stage 2	579	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	106	496	656	-	-	-
Mov Cap-2 Maneuver	222	-	-	-	-	-
Stage 1	299	-	-	-	-	-
Stage 2	579	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	29.9	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	656	-	234	-	-
HCM Lane V/C Ratio	0.005	-	0.39	-	-
HCM Control Delay (s)	10.5	-	29.9	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.7	-	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	962	934	48
Future Vol, veh/h	145	36	12	962	934	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1046	1015	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1590	534	1067	0	-	0
Stage 1	1041	-	-	-	-	-
Stage 2	549	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 98	491	649	-	-	-
Stage 1	301	-	-	-	-	-
Stage 2	542	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 96	491	649	-	-	-
Mov Cap-2 Maneuver	213	-	-	-	-	-
Stage 1	295	-	-	-	-	-
Stage 2	542	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	49.5	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	649	-	213	491	-	-
HCM Lane V/C Ratio	0.02	-	0.74	0.08	-	-
HCM Control Delay (s)	10.7	-	58.5	13	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	5	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	4.5

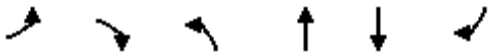
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	1095	946	48
Future Vol, veh/h	145	36	12	1095	946	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1190	1028	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1675	540	1080	0	-	0
Stage 1	1054	-	-	-	-	-
Stage 2	621	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 86	486	641	-	-	-
Stage 1	296	-	-	-	-	-
Stage 2	498	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 84	486	641	-	-	-
Mov Cap-2 Maneuver	202	-	-	-	-	-
Stage 1	290	-	-	-	-	-
Stage 2	498	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	56	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	641	-	202	486	-	-
HCM Lane V/C Ratio	0.02	-	0.78	0.081	-	-
HCM Control Delay (s)	10.7	-	66.7	13.1	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	5.4	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	14	26	940	788	91
Future Volume (veh/h)	56	14	26	940	788	91
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	61	15	28	1022	857	99
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	140	125	524	2183	1971	228
Arrive On Green	0.08	0.08	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1781	1585	587	3647	3303	371
Grp Volume(v), veh/h	61	15	28	1022	474	482
Grp Sat Flow(s),veh/h/ln	1781	1585	587	1777	1777	1804
Q Serve(g_s), s	1.0	0.3	0.8	4.6	4.1	4.1
Cycle Q Clear(g_c), s	1.0	0.3	4.9	4.6	4.1	4.1
Prop In Lane	1.00	1.00	1.00			0.21
Lane Grp Cap(c), veh/h	140	125	524	2183	1091	1108
V/C Ratio(X)	0.44	0.12	0.05	0.47	0.43	0.43
Avail Cap(c_a), veh/h	1094	974	524	2183	1091	1108
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	12.6	4.3	3.1	3.0	3.0
Incr Delay (d2), s/veh	2.1	0.4	0.2	0.7	1.3	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.1	0.1	0.2	0.4	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.0	13.0	4.5	3.8	4.2	4.2
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	76			1050	956	
Approach Delay, s/veh	14.6			3.8	4.2	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		6.8		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		6.9		3.0		6.1
Green Ext Time (p_c), s		5.2		0.1		4.5

Intersection Summary		
HCM 6th Ctrl Delay		4.4
HCM 6th LOS		A

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	985	872	85
Future Vol, veh/h	50	7	11	985	872	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	1071	948	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1508	474	1040	0	-	0
Stage 1	948	-	-	-	-	-
Stage 2	560	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	111	537	664	-	-	-
Stage 1	337	-	-	-	-	-
Stage 2	535	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	109	537	664	-	-	-
Mov Cap-2 Maneuver	233	-	-	-	-	-
Stage 1	331	-	-	-	-	-
Stage 2	535	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	24.1	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	664	-	250	-	-
HCM Lane V/C Ratio	0.018	-	0.248	-	-
HCM Control Delay (s)	10.5	-	24.1	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	1025	952	84
Future Vol, veh/h	47	5	10	1025	952	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1114	1035	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1660	563	1126	0	-	0
Stage 1	1081	-	-	-	-	-
Stage 2	579	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	88	470	616	-	-	-
Stage 1	287	-	-	-	-	-
Stage 2	524	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	86	470	616	-	-	-
Mov Cap-2 Maneuver	202	-	-	-	-	-
Stage 1	282	-	-	-	-	-
Stage 2	524	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	27.8	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	616	-	214	-	-
HCM Lane V/C Ratio	0.018	-	0.264	-	-
HCM Control Delay (s)	10.9	-	27.8	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1	-	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1032	1013	160
Future Vol, veh/h	94	23	40	1032	1013	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1122	1101	174

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1835	638	1275	0	-	0
Stage 1	1188	-	-	-	-	-
Stage 2	647	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 67	419	540	-	-	-
Stage 1	252	-	-	-	-	-
Stage 2	483	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 62	419	540	-	-	-
Mov Cap-2 Maneuver	167	-	-	-	-	-
Stage 1	232	-	-	-	-	-
Stage 2	483	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	47.5	0.5	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	540	-	167	419	-	-
HCM Lane V/C Ratio	0.081	-	0.612	0.06	-	-
HCM Control Delay (s)	12.2	-	55.7	14.1	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.3	-	3.3	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1086	1150	160
Future Vol, veh/h	94	23	40	1086	1150	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1180	1250	174

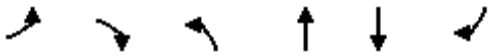
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2013	712	1424	0	-	0
Stage 1	1337	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 51	375	474	-	-	-
Stage 1	210	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 46	375	474	-	-	-
Mov Cap-2 Maneuver	140	-	-	-	-	-
Stage 1	191	-	-	-	-	-
Stage 2	467	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	67.4	0.5	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	474	-	140	375	-	-
HCM Lane V/C Ratio	0.092	-	0.73	0.067	-	-
HCM Control Delay (s)	13.4	-	80.1	15.3	-	-
HCM Lane LOS	B	-	F	C	-	-
HCM 95th %tile Q(veh)	0.3	-	4.3	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

2030 Future Year Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	176	181	251	796	820	235
Future Volume (veh/h)	176	181	251	796	820	235
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	191	197	273	865	891	255
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	352	313	365	1901	1459	417
Arrive On Green	0.20	0.20	0.53	0.53	0.53	0.53
Sat Flow, veh/h	1781	1585	491	3647	2821	779
Grp Volume(v), veh/h	191	197	273	865	580	566
Grp Sat Flow(s),veh/h/ln	1781	1585	491	1777	1777	1730
Q Serve(g_s), s	3.2	3.8	10.4	5.0	7.6	7.6
Cycle Q Clear(g_c), s	3.2	3.8	18.0	5.0	7.6	7.6
Prop In Lane	1.00	1.00	1.00			0.45
Lane Grp Cap(c), veh/h	352	313	365	1901	950	925
V/C Ratio(X)	0.54	0.63	0.75	0.46	0.61	0.61
Avail Cap(c_a), veh/h	953	848	365	1901	950	925
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.1	12.4	13.9	4.8	5.4	5.4
Incr Delay (d2), s/veh	1.3	2.1	13.1	0.8	2.9	3.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	1.2	3.0	0.8	1.6	1.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.4	14.4	27.0	5.6	8.3	8.4
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	388			1138	1146	
Approach Delay, s/veh	13.9			10.7	8.4	
Approach LOS	B			B	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		11.2		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		20.0		5.8		9.6
Green Ext Time (p_c), s		0.0		1.0		4.4

Intersection Summary		
HCM 6th Ctrl Delay		10.2
HCM 6th LOS		B

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	969	1044	25
Future Vol, veh/h	81	11	3	969	1044	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	1053	1135	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1668	568	1162	0	-	0
Stage 1	1135	-	-	-	-	-
Stage 2	533	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 87	466	597	-	-	-
Stage 1	269	-	-	-	-	-
Stage 2	553	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 87	466	597	-	-	-
Mov Cap-2 Maneuver	198	-	-	-	-	-
Stage 1	268	-	-	-	-	-
Stage 2	553	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	36	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	597	-	213	-	-
HCM Lane V/C Ratio	0.005	-	0.469	-	-
HCM Control Delay (s)	11.1	-	36	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.4

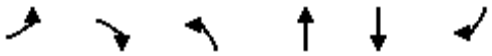
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	1047	1061	25
Future Vol, veh/h	76	8	3	1047	1061	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	1138	1153	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1742	590	1180	0	-	0
Stage 1	1167	-	-	-	-	-
Stage 2	575	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 78	451	588	-	-	-
Stage 1	258	-	-	-	-	-
Stage 2	526	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 78	451	588	-	-	-
Mov Cap-2 Maneuver	188	-	-	-	-	-
Stage 1	257	-	-	-	-	-
Stage 2	526	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	37.6	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	588	-	199	-	-
HCM Lane V/C Ratio	0.006	-	0.459	-	-
HCM Control Delay (s)	11.2	-	37.6	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	71	18	33	1047	903	115
Future Volume (veh/h)	71	18	33	1047	903	115
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	77	20	36	1138	982	125
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	165	147	460	2150	1918	244
Arrive On Green	0.09	0.09	0.60	0.60	0.60	0.60
Sat Flow, veh/h	1781	1585	509	3647	3265	403
Grp Volume(v), veh/h	77	20	36	1138	550	557
Grp Sat Flow(s),veh/h/ln	1781	1585	509	1777	1777	1798
Q Serve(g_s), s	1.2	0.3	1.3	5.5	5.3	5.3
Cycle Q Clear(g_c), s	1.2	0.3	6.6	5.5	5.3	5.3
Prop In Lane	1.00	1.00	1.00			0.22
Lane Grp Cap(c), veh/h	165	147	460	2150	1075	1087
V/C Ratio(X)	0.47	0.14	0.08	0.53	0.51	0.51
Avail Cap(c_a), veh/h	1077	959	460	2150	1075	1087
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.8	12.4	5.2	3.4	3.4	3.4
Incr Delay (d2), s/veh	2.0	0.4	0.3	0.9	1.7	1.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.1	0.1	0.3	0.5	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.8	12.8	5.6	4.4	5.1	5.1
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	97			1174	1107	
Approach Delay, s/veh	14.4			4.4	5.1	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		7.3		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		8.6		3.2		7.3
Green Ext Time (p_c), s		5.2		0.2		5.0

Intersection Summary		
HCM 6th Ctrl Delay		5.1
HCM 6th LOS		A

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	1107	1011	85
Future Vol, veh/h	50	7	11	1107	1011	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	1203	1099	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1725	550	1191	0	-	0
Stage 1	1099	-	-	-	-	-
Stage 2	626	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	80	479	582	-	-	-
Stage 1	281	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	78	479	582	-	-	-
Mov Cap-2 Maneuver	193	-	-	-	-	-
Stage 1	275	-	-	-	-	-
Stage 2	495	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	29.5	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	582	-	208	-	-
HCM Lane V/C Ratio	0.021	-	0.298	-	-
HCM Control Delay (s)	11.3	-	29.5	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1.2	-	-

Intersection	
Int Delay, s/veh	0.8

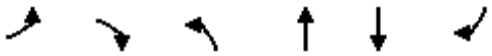
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	1147	1091	84
Future Vol, veh/h	47	5	10	1147	1091	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1247	1186	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1878	639	1277	0	-	0
Stage 1	1232	-	-	-	-	-
Stage 2	646	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	63	419	540	-	-	-
Stage 1	238	-	-	-	-	-
Stage 2	484	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	62	419	540	-	-	-
Mov Cap-2 Maneuver	168	-	-	-	-	-
Stage 1	233	-	-	-	-	-
Stage 2	484	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	34.4	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	540	-	178	-	-
HCM Lane V/C Ratio	0.02	-	0.318	-	-
HCM Control Delay (s)	11.8	-	34.4	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

2030 Future Year with Project Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	176	181	251	820	892	235
Future Volume (veh/h)	176	181	251	820	892	235
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	191	197	273	891	970	255
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	352	313	344	1901	1490	391
Arrive On Green	0.20	0.20	0.53	0.53	0.53	0.53
Sat Flow, veh/h	1781	1585	455	3647	2879	730
Grp Volume(v), veh/h	191	197	273	891	618	607
Grp Sat Flow(s),veh/h/ln	1781	1585	455	1777	1777	1739
Q Serve(g_s), s	3.2	3.8	9.6	5.2	8.3	8.4
Cycle Q Clear(g_c), s	3.2	3.8	18.0	5.2	8.3	8.4
Prop In Lane	1.00	1.00	1.00			0.42
Lane Grp Cap(c), veh/h	352	313	344	1901	950	930
V/C Ratio(X)	0.54	0.63	0.79	0.47	0.65	0.65
Avail Cap(c_a), veh/h	953	848	344	1901	950	930
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.1	12.4	14.5	4.9	5.6	5.6
Incr Delay (d2), s/veh	1.3	2.1	17.1	0.8	3.4	3.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	1.2	3.3	0.8	1.9	1.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.4	14.4	31.6	5.7	9.0	9.2
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	388			1164	1225	
Approach Delay, s/veh	13.9			11.8	9.1	
Approach LOS	B			B	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		11.2		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		20.0		5.8		10.4
Green Ext Time (p_c), s		0.0		1.0		4.4

Intersection Summary		
HCM 6th Ctrl Delay		10.9
HCM 6th LOS		B

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	993	1116	25
Future Vol, veh/h	81	11	3	993	1116	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	1079	1213	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1759	607	1240	0	-	0
Stage 1	1213	-	-	-	-	-
Stage 2	546	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 76	439	557	-	-	-
Stage 1	244	-	-	-	-	-
Stage 2	544	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 76	439	557	-	-	-
Mov Cap-2 Maneuver	182	-	-	-	-	-
Stage 1	243	-	-	-	-	-
Stage 2	544	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	41.1	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	557	-	196	-	-
HCM Lane V/C Ratio	0.006	-	0.51	-	-
HCM Control Delay (s)	11.5	-	41.1	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.6	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	1071	1133	25
Future Vol, veh/h	76	8	3	1071	1133	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	1164	1232	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1834	630	1259	0	-	0
Stage 1	1246	-	-	-	-	-
Stage 2	588	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 67	424	548	-	-	-
Stage 1	234	-	-	-	-	-
Stage 2	518	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 67	424	548	-	-	-
Mov Cap-2 Maneuver	172	-	-	-	-	-
Stage 1	233	-	-	-	-	-
Stage 2	518	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	43.2	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	548	-	182	-	-
HCM Lane V/C Ratio	0.006	-	0.502	-	-
HCM Control Delay (s)	11.6	-	43.2	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.5	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	6.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	1135	1122	48
Future Vol, veh/h	145	36	12	1135	1122	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1234	1220	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1889	636	1272	0	-	0
Stage 1	1246	-	-	-	-	-
Stage 2	643	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 62	421	542	-	-	-
Stage 1	234	-	-	-	-	-
Stage 2	485	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 61	421	542	-	-	-
Mov Cap-2 Maneuver	165	-	-	-	-	-
Stage 1	228	-	-	-	-	-
Stage 2	485	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	94.3	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	542	-	165	421	-	-
HCM Lane V/C Ratio	0.024	-	0.955	0.093	-	-
HCM Control Delay (s)	11.8	-	114.1	14.4	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	7.2	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	7.3

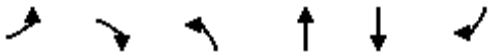
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	1268	1134	48
Future Vol, veh/h	145	36	12	1268	1134	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1378	1233	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1974	643	1285	0	-	0
Stage 1	1259	-	-	-	-	-
Stage 2	715	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 54	416	536	-	-	-
Stage 1	231	-	-	-	-	-
Stage 2	446	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 53	416	536	-	-	-
Mov Cap-2 Maneuver	158	-	-	-	-	-
Stage 1	225	-	-	-	-	-
Stage 2	446	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	105.8	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	536	-	158	416	-	-
HCM Lane V/C Ratio	0.024	-	0.998	0.094	-	-
HCM Control Delay (s)	11.9	-	128.4	14.6	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	7.7	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	71	18	33	1127	949	115
Future Volume (veh/h)	71	18	33	1127	949	115
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	77	20	36	1225	1032	125
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	165	147	444	2150	1930	234
Arrive On Green	0.09	0.09	0.60	0.60	0.60	0.60
Sat Flow, veh/h	1781	1585	486	3647	3285	386
Grp Volume(v), veh/h	77	20	36	1225	574	583
Grp Sat Flow(s),veh/h/ln	1781	1585	486	1777	1777	1801
Q Serve(g_s), s	1.2	0.3	1.4	6.2	5.6	5.6
Cycle Q Clear(g_c), s	1.2	0.3	7.0	6.2	5.6	5.6
Prop In Lane	1.00	1.00	1.00			0.21
Lane Grp Cap(c), veh/h	165	147	444	2150	1075	1089
V/C Ratio(X)	0.47	0.14	0.08	0.57	0.53	0.53
Avail Cap(c_a), veh/h	1077	959	444	2150	1075	1089
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.8	12.4	5.5	3.5	3.4	3.4
Incr Delay (d2), s/veh	2.0	0.4	0.4	1.1	1.9	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.1	0.1	0.3	0.6	0.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.8	12.8	5.8	4.6	5.3	5.3
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	97			1261	1157	
Approach Delay, s/veh	14.4			4.7	5.3	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		7.3		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		9.0		3.2		7.6
Green Ext Time (p_c), s		5.4		0.2		5.1

Intersection Summary	
HCM 6th Ctrl Delay	5.4
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	1187	1057	85
Future Vol, veh/h	50	7	11	1187	1057	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	1290	1149	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1818	575	1241	0	-	0
Stage 1	1149	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	69	461	557	-	-	-
Stage 1	264	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	67	461	557	-	-	-
Mov Cap-2 Maneuver	180	-	-	-	-	-
Stage 1	258	-	-	-	-	-
Stage 2	471	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	31.8	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	557	-	195	-	-
HCM Lane V/C Ratio	0.021	-	0.318	-	-
HCM Control Delay (s)	11.6	-	31.8	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	1227	1137	84
Future Vol, veh/h	47	5	10	1227	1137	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1334	1236	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1971	664	1327	0	-	0
Stage 1	1282	-	-	-	-	-
Stage 2	689	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	55	403	516	-	-	-
Stage 1	224	-	-	-	-	-
Stage 2	460	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	54	403	516	-	-	-
Mov Cap-2 Maneuver	156	-	-	-	-	-
Stage 1	219	-	-	-	-	-
Stage 2	460	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	37.5	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	516	-	166	-	-
HCM Lane V/C Ratio	0.021	-	0.34	-	-
HCM Control Delay (s)	12.1	-	37.5	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	-	-

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1234	1198	160
Future Vol, veh/h	94	23	40	1234	1198	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1341	1302	174

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2146	738	1476	0	-	0
Stage 1	1389	-	-	-	-	-
Stage 2	757	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 41	360	452	-	-	-
Stage 1	196	-	-	-	-	-
Stage 2	424	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 37	360	452	-	-	-
Mov Cap-2 Maneuver	128	-	-	-	-	-
Stage 1	177	-	-	-	-	-
Stage 2	424	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	81.8	0.4	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	452	-	128	360	-	-
HCM Lane V/C Ratio	0.096	-	0.798	0.069	-	-
HCM Control Delay (s)	13.8	-	98	15.7	-	-
HCM Lane LOS	B	-	F	C	-	-
HCM 95th %tile Q(veh)	0.3	-	4.8	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	5.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1288	1335	160
Future Vol, veh/h	94	23	40	1288	1335	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1400	1451	174

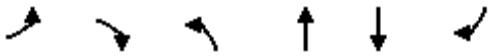
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2324	813	1625	0	-	0
Stage 1	1538	-	-	-	-	-
Stage 2	786	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 31	322	396	-	-	-
Stage 1	163	-	-	-	-	-
Stage 2	410	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 28	322	396	-	-	-
Mov Cap-2 Maneuver	107	-	-	-	-	-
Stage 1	145	-	-	-	-	-
Stage 2	410	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	123.2	0.5	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	396	-	107	322	-	-
HCM Lane V/C Ratio	0.11	-	0.955	0.078	-	-
HCM Control Delay (s)	15.2	-	149.2	17.1	-	-
HCM Lane LOS	C	-	F	C	-	-
HCM 95th %tile Q(veh)	0.4	-	5.9	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

2045 Future Year Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	46	28	67	1631	1407	48
Future Volume (veh/h)	46	28	67	1631	1407	48
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	50	30	73	1773	1529	52
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	145	129	346	2176	2147	73
Arrive On Green	0.08	0.08	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1781	1585	324	3647	3600	119
Grp Volume(v), veh/h	50	30	73	1773	773	808
Grp Sat Flow(s),veh/h/ln	1781	1585	324	1777	1777	1849
Q Serve(g_s), s	0.8	0.5	5.9	11.3	8.8	8.8
Cycle Q Clear(g_c), s	0.8	0.5	14.7	11.3	8.8	8.8
Prop In Lane	1.00	1.00	1.00			0.06
Lane Grp Cap(c), veh/h	145	129	346	2176	1088	1132
V/C Ratio(X)	0.34	0.23	0.21	0.81	0.71	0.71
Avail Cap(c_a), veh/h	1091	970	346	2176	1088	1132
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.8	12.6	9.0	4.4	3.9	3.9
Incr Delay (d2), s/veh	1.4	0.9	1.4	3.5	3.9	3.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.2	0.4	1.1	1.2	1.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.2	13.5	10.4	7.9	7.9	7.8
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	80			1846	1581	
Approach Delay, s/veh	13.9			8.0	7.8	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		6.9		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		16.7		2.8		10.8
Green Ext Time (p_c), s		1.1		0.1		5.2

Intersection Summary	
HCM 6th Ctrl Delay	8.1
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	8	14	1663	1447	35
Future Vol, veh/h	21	8	14	1663	1447	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	9	15	1808	1573	38

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2507	787	1611	0	-	0
Stage 1	1573	-	-	-	-	-
Stage 2	934	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	23	334	401	-	-	-
Stage 1	156	-	-	-	-	-
Stage 2	343	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 22	334	401	-	-	-
Mov Cap-2 Maneuver	104	-	-	-	-	-
Stage 1	150	-	-	-	-	-
Stage 2	343	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	42.1	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	401	-	128	-	-
HCM Lane V/C Ratio	0.038	-	0.246	-	-
HCM Control Delay (s)	14.3	-	42.1	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

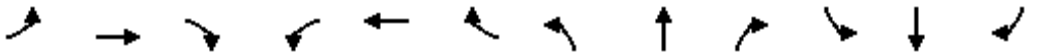
Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	7	12	1672	1475	36
Future Vol, veh/h	19	7	12	1672	1475	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	8	13	1817	1603	39

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2558	821	1642	0	-	0
Stage 1	1623	-	-	-	-	-
Stage 2	935	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	22	318	390	-	-	-
Stage 1	147	-	-	-	-	-
Stage 2	342	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	21	318	390	-	-	-
Mov Cap-2 Maneuver	99	-	-	-	-	-
Stage 1	142	-	-	-	-	-
Stage 2	342	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	43.2	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	390	-	122	-	-
HCM Lane V/C Ratio	0.033	-	0.232	-	-
HCM Control Delay (s)	14.6	-	43.2	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	0.8	-	-

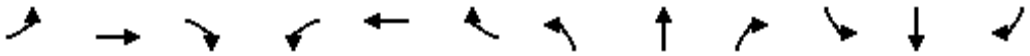


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	172	112	187	36	114	32	169	1488	34	32	1288	182
Future Volume (veh/h)	172	112	187	36	114	32	169	1488	34	32	1288	182
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	187	122	203	39	124	35	184	1617	37	35	1400	198
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	370	593	264	317	454	203	273	1694	756	189	1545	689
Arrive On Green	0.08	0.17	0.17	0.04	0.13	0.13	0.08	0.48	0.48	0.04	0.43	0.43
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	187	122	203	39	124	35	184	1617	37	35	1400	198
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	5.0	1.9	7.8	1.2	2.0	1.3	3.6	28.0	0.8	0.7	23.5	5.2
Cycle Q Clear(g_c), s	5.0	1.9	7.8	1.2	2.0	1.3	3.6	28.0	0.8	0.7	23.5	5.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	370	593	264	317	454	203	273	1694	756	189	1545	689
V/C Ratio(X)	0.51	0.21	0.77	0.12	0.27	0.17	0.67	0.95	0.05	0.19	0.91	0.29
Avail Cap(c_a), veh/h	370	999	446	386	999	446	273	1694	756	264	1545	689
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.9	23.0	25.5	22.7	25.2	24.9	14.2	16.1	9.0	14.7	16.9	11.7
Incr Delay (d2), s/veh	1.1	0.2	4.7	0.2	0.3	0.4	6.4	13.5	0.1	0.5	9.2	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	0.7	0.3	0.5	0.8	0.5	1.6	12.0	0.3	0.2	9.7	1.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.0	23.2	30.1	22.9	25.5	25.3	20.6	29.5	9.1	15.2	26.1	12.7
LnGrp LOS	C	C	C	C	C	C	C	C	A	B	C	B
Approach Vol, veh/h		512			198			1838			1633	
Approach Delay, s/veh		26.2			25.0			28.2			24.3	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.8	35.0	7.0	15.2	9.5	32.3	9.5	12.7
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s	2.7	30.0	3.2	9.8	5.6	25.5	7.0	4.0
Green Ext Time (p_c), s	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.6

Intersection Summary	
HCM 6th Ctrl Delay	26.3
HCM 6th LOS	C

2045 Future Year with Project Traffic Analysis



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	66	5	28	3	6	20	67	1657	3	11	1419	60
Future Volume (veh/h)	66	5	28	3	6	20	67	1657	3	11	1419	60
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	72	5	30	3	7	22	73	1801	3	12	1542	65
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	162	21	126	68	15	47	229	1812	3	201	1729	73
Arrive On Green	0.09	0.09	0.09	0.04	0.04	0.04	0.50	0.50	0.50	0.50	0.50	0.50
Sat Flow, veh/h	1781	231	1389	1781	397	1248	316	3640	6	261	3475	146
Grp Volume(v), veh/h	72	0	35	3	0	29	73	879	925	12	786	821
Grp Sat Flow(s),veh/h/ln	1781	0	1620	1781	0	1646	316	1777	1869	261	1777	1844
Q Serve(g_s), s	1.4	0.0	0.7	0.1	0.0	0.6	3.4	17.8	17.8	0.2	14.4	14.6
Cycle Q Clear(g_c), s	1.4	0.0	0.7	0.1	0.0	0.6	18.0	17.8	17.8	18.0	14.4	14.6
Prop In Lane	1.00		0.86	1.00		0.76	1.00		0.00	1.00		0.08
Lane Grp Cap(c), veh/h	162	0	148	68	0	63	229	884	930	201	884	918
V/C Ratio(X)	0.44	0.00	0.24	0.04	0.00	0.46	0.32	0.99	0.99	0.06	0.89	0.89
Avail Cap(c_a), veh/h	887	0	806	887	0	819	229	884	930	201	884	918
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.6	0.0	15.3	16.8	0.0	17.0	17.4	9.0	9.0	18.1	8.2	8.2
Incr Delay (d2), s/veh	1.9	0.0	0.8	0.3	0.0	5.3	3.6	28.8	28.2	0.6	13.0	13.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	0.3	0.0	0.0	0.3	0.7	10.1	10.4	0.1	5.6	5.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	17.5	0.0	16.1	17.0	0.0	22.3	21.0	37.9	37.2	18.6	21.1	21.3
LnGrp LOS	B	A	B	B	A	C	C	D	D	B	C	C
Approach Vol, veh/h		107			32			1877			1619	
Approach Delay, s/veh		17.0			21.8			36.9			21.2	
Approach LOS		B			C			D			C	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		22.5		7.8		22.5		5.9				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		18.0		18.0		18.0		18.0				
Max Q Clear Time (g_c+I1), s		20.0		3.4		20.0		2.6				
Green Ext Time (p_c), s		0.0		0.3		0.0		0.1				

Intersection Summary												
HCM 6th Ctrl Delay			29.2									
HCM 6th LOS			C									

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	8	14	1723	1482	35
Future Vol, veh/h	21	8	14	1723	1482	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	9	15	1873	1611	38

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2578	806	1649	0	-	0
Stage 1	1611	-	-	-	-	-
Stage 2	967	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 21	325	388	-	-	-
Stage 1	149	-	-	-	-	-
Stage 2	329	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 20	325	388	-	-	-
Mov Cap-2 Maneuver	99	-	-	-	-	-
Stage 1	143	-	-	-	-	-
Stage 2	329	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	44.5	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	388	-	122	-	-
HCM Lane V/C Ratio	0.039	-	0.258	-	-
HCM Control Delay (s)	14.7	-	44.5	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.4

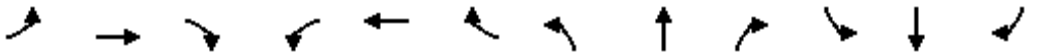
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	7	12	1732	1510	36
Future Vol, veh/h	19	7	12	1732	1510	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	8	13	1883	1641	39

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2629	840	1680	0	-	0
Stage 1	1661	-	-	-	-	-
Stage 2	968	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 19	309	377	-	-	-
Stage 1	140	-	-	-	-	-
Stage 2	329	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 18	309	377	-	-	-
Mov Cap-2 Maneuver	94	-	-	-	-	-
Stage 1	135	-	-	-	-	-
Stage 2	329	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	45.8	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	377	-	116	-	-
HCM Lane V/C Ratio	0.035	-	0.244	-	-
HCM Control Delay (s)	14.9	-	45.8	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	172	120	203	36	126	40	197	1520	34	37	1307	182
Future Volume (veh/h)	172	120	203	36	126	40	197	1520	34	37	1307	182
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	187	130	221	39	137	43	214	1652	37	40	1421	198
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	378	633	282	325	494	220	264	1641	732	183	1505	671
Arrive On Green	0.08	0.18	0.18	0.04	0.14	0.14	0.08	0.46	0.46	0.04	0.42	0.42
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	187	130	221	39	137	43	214	1652	37	40	1421	198
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	5.0	2.0	8.5	1.2	2.2	1.5	4.4	29.6	0.8	0.8	24.6	5.3
Cycle Q Clear(g_c), s	5.0	2.0	8.5	1.2	2.2	1.5	4.4	29.6	0.8	0.8	24.6	5.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	378	633	282	325	494	220	264	1641	732	183	1505	671
V/C Ratio(X)	0.50	0.21	0.78	0.12	0.28	0.20	0.81	1.01	0.05	0.22	0.94	0.29
Avail Cap(c_a), veh/h	378	999	446	395	999	446	264	1641	732	252	1505	671
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.3	22.4	25.1	22.1	24.7	24.4	14.7	17.2	9.5	15.2	17.7	12.2
Incr Delay (d2), s/veh	1.0	0.2	4.7	0.2	0.3	0.4	17.1	23.8	0.1	0.6	13.3	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.8	3.3	0.5	0.9	0.6	2.6	14.9	0.3	0.3	10.9	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.3	22.6	29.9	22.3	25.0	24.8	31.8	41.0	9.6	15.8	31.0	13.3
LnGrp LOS	C	C	C	C	C	C	C	F	A	B	C	B
Approach Vol, veh/h		538			219			1903			1659	
Approach Delay, s/veh		25.8			24.5			39.4			28.5	
Approach LOS		C			C			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	7.0	34.1	7.0	15.9	9.5	31.6	9.5	13.4
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s	2.8	31.6	3.2	10.5	6.4	26.6	7.0	4.2
Green Ext Time (p_c), s	0.0	0.0	0.0	0.9	0.0	0.0	0.0	0.7

Intersection Summary	
HCM 6th Ctrl Delay	32.8
HCM 6th LOS	C

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	12	20	1712	1514	40
Future Vol, veh/h	23	12	20	1712	1514	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	13	22	1861	1646	43

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2643	845	1689	0	-	0
Stage 1	1668	-	-	-	-	-
Stage 2	975	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 19	306	374	-	-	-
Stage 1	139	-	-	-	-	-
Stage 2	326	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 18	306	374	-	-	-
Mov Cap-2 Maneuver	92	-	-	-	-	-
Stage 1	131	-	-	-	-	-
Stage 2	326	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	44.1	0.2	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	374	-	92	306	-	-
HCM Lane V/C Ratio	0.058	-	0.272	0.043	-	-
HCM Control Delay (s)	15.2	-	58.1	17.3	-	-
HCM Lane LOS	C	-	F	C	-	-
HCM 95th %tile Q(veh)	0.2	-	1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	12	20	1715	1542	80
Future Vol, veh/h	47	12	20	1715	1542	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	13	22	1864	1676	87

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2696	882	1763	0	-	0
Stage 1	1720	-	-	-	-	-
Stage 2	976	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 17	289	350	-	-	-
Stage 1	130	-	-	-	-	-
Stage 2	326	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 16	289	350	-	-	-
Mov Cap-2 Maneuver	87	-	-	-	-	-
Stage 1	122	-	-	-	-	-
Stage 2	326	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	78.1	0.2	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	350	-	87	289	-	-
HCM Lane V/C Ratio	0.062	-	0.587	0.045	-	-
HCM Control Delay (s)	16	-	93.4	18	-	-
HCM Lane LOS	C	-	F	C	-	-
HCM 95th %tile Q(veh)	0.2	-	2.7	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	80	483	485	20	12	47
Future Vol, veh/h	80	483	485	20	12	47
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	87	525	527	22	13	51

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	549	0	-	0	964	264
Stage 1	-	-	-	-	527	-
Stage 2	-	-	-	-	437	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1017	-	-	-	253	734
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	619	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1017	-	-	-	231	734
Mov Cap-2 Maneuver	-	-	-	-	359	-
Stage 1	-	-	-	-	509	-
Stage 2	-	-	-	-	619	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	11.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1017	-	-	-	605
HCM Lane V/C Ratio	0.086	-	-	-	0.106
HCM Control Delay (s)	8.9	-	-	-	11.7
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.3	-	-	-	0.4

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBT	WBT	WBR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	119	551	512	20	12	70
Future Vol, veh/h	119	551	512	20	12	70
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	129	599	557	22	13	76

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	579	0	-	0	1115	279
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	558	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	991	-	-	-	202	718
Stage 1	-	-	-	-	537	-
Stage 2	-	-	-	-	537	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	991	-	-	-	176	718
Mov Cap-2 Maneuver	-	-	-	-	308	-
Stage 1	-	-	-	-	467	-
Stage 2	-	-	-	-	537	-

Approach	EB	WB	SW
HCM Control Delay, s	1.6	0	12
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SWLn1
Capacity (veh/h)	991	-	-	-	601
HCM Lane V/C Ratio	0.131	-	-	-	0.148
HCM Control Delay (s)	9.2	-	-	-	12
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.4	-	-	-	0.5

ENT 62737:2018 PG 1 of 86
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jul 03 2:27 pm FEE 266.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

(Space above for Recorder's use only.)

DEVL 1112

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

DATED: December 5, 2017

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AMENDED AND RESTATED

MASTER DEVELOPMENT AGREEMENT

FOR

OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

A MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 5th day of December, 2017, by and between Eagle Mountain City, a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, a Utah limited partnership.

RECITALS

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

B. Owner and the City entered into the Prior Agreement.

C. Since Owner and the City entered into the Prior Agreement, there have been many changes to the economy and to the needs and desires regarding the development of the Property.

D. Also since the execution of the Prior Agreement, Owner has selected a Master Developer for the Overland portion of the Property.

E. The Parties have determined to amend and restate the Prior Agreement and enter into this MDA to memorialize the terms of their relationship and expectations for the development of the Property.

F. On December 5, 2017, the City approved a Master Plan for the Property.

G. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

H. Development of the Property will include the Intended Uses specified in the Master Plan.

I. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the Parties to be consistent with the Act, and to operate to the benefit of the City, Owner, Master Developer, and the general public.

J. The City Council has reviewed this MDA and determined that it is consistent with the Act.

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

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

M. The Parties have cooperated in the preparation of this MDA.

N. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owner and Master Developer to develop Overland and Pony Express as part of the Property as expressed in this MDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

O. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-101, *et seq*. (2017).

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

TERMS

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

1.1. **Incorporation**. The foregoing Recitals and Exhibits "A" – "I" are hereby incorporated into this MDA.

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

1.2.1. **Act** means the City Land Use, Development, and Management Act, Utah Code Ann., §10-9a-101, *et seq.* (2017).

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided in Section 22.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements

are generally considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, *et seq.* (2017).

1.2.6. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure on any portion of the Property, or to construct any Backbone Improvements.

1.2.7. **Buildout** means the completion of all of the development on all of the Property.

1.2.8. **CC&Rs** means one or more Conditions, Covenants and Restrictions regarding certain aspects of design and construction on portions of the Property to be recorded in the chain of title on portions of the Property.

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

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

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

1.2.12. **City Parks** means those parks shown as being owned by the City on Exhibit "B" and those Medium Parks and Large Parks that may be dedicated to the City as provided in Section 11.5.

1.2.13. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C", except for the City's Tier System open space and trail requirements (not including clubhouse and pool requirements) and other provisions of the City's Vested Laws that are specifically superseded by this MDA.

1.2.14. **Commercial/Institutional Development** means the development of a portion of the Property which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, office buildings, churches, schools, public buildings, hotels, shopping centers or other similar multi-building developments or plans for other developments on the Property.

1.2.15. **Commercial Site Plan** means the plan submitted to the City for the approval of Commercial/Institutional Development.

1.2.16. **Commercial Uses** including, but not limited to, professional and other offices, retail and commercial business uses (except for sexually oriented business), restaurants, public facilities, and multi-family residential uses shall be governed by City Vested Laws, except vertical mixed use shall be an approved use.

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

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

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

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

1.2.21. **Development Lease** means Development Lease Number 1074, effective February 1, 2016, entered into by the State of Utah, acting through the School and Institutional Trust Lands Administration, and Ivory Homes, Ltd., a Utah limited partnership, for the development of the Overland parcels.

1.2.22. **Development Report** means a report containing the information specified in Sections 6.6 submitted to the City by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., §10-9a-603 (2017), and approved by the City, effectuating a Subdivision of any portion of the Property.

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

1.2.25. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §11-36a-101, *et seq.* (2017).

1.2.26. **Intended Uses** means the use of all or portions of the Property for Residential Uses, Commercial Uses and for parks, trails, open space and other uses as more fully specified in the Master Plan.

1.2.27. **Main Sewer Line** means that sewer line constructed by Owner along Pony Express Parkway from Bobby Wren Boulevard northward to manhole SSMH #23 located approximately 265 feet north of Midvalley Road centerline, on the east side of the Pony Express Parkway centerline.

1.2.28. **Master Developer** means Ivory Homes, Ltd., a Utah limited partnership and its assignees or transferees as permitted by this MDA.

1.2.29. **Master Plan** means Exhibit "B", a plan approved by the City on December 5, 2017, that sets forth general guidelines for the proposed future development of the Property.

1.2.30. **Maximum Residential Units** means the development on the Property of three thousand eight hundred (3,800) Residential Dwelling Units for Overland and four hundred fifty three (453) Residential Dwelling Units for Pony Express with a Property total of four thousand two hundred fifty three (4,253) Residential Dwelling Units.

1.2.31. **MDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.

1.2.32. **Modification Application** means an application to amend this MDA (but not including those changes which may be made by Administrative Action).

1.2.33. **Multifamily Residential** means condominiums, apartments or other residential units that are attached vertically or horizontally and each individual residential unit does not separately own the real property underlying the residential unit.

1.2.34. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the development of the Property.

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

1.2.36. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.37. **Overland** means the Overland parcels described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.38. **Owner** means the State of Utah, through the School and Institutional Trust Lands Administration.

1.2.39. **Parcel** means an area that is not an individually developable lot created by the processes specified in Section 6.7.

1.2.40. **Park, Club Ivory** (or **Club Ivory**) means a park of a type and with such amenities as generally depicted as a Club Ivory on Exhibit "E".

1.2.41. **Park, Large** means a park of a type and with such amenities as generally depicted as a Large Park on Exhibit "E".

1.2.42. **Park, Medium** means a park of a type and with such amenities as generally depicted as a Medium Park on Exhibit "E".

1.2.43. **Park, Neighborhood Project** means a park that is planned and designed as an amenity to serve and is necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.44. **Park, Small** means a park of a type and with such amenities as generally depicted as a Small Park on Exhibit "E".

1.2.45. **Parties** means, collectively, the City, Owner and Master Developer.

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

1.2.47. **Planning Commission** means the City's Planning and Zoning Commission established by applicable laws of the City.

1.2.48. **Pony Express** means the Pony Express parcel described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.49. **Pony Express Trail Park** means the approximately 52 acres deeded to the City by Owner through *Amended and Restated State Of Utah Exchange Patent No. 19737 (Pony Express Trail Park)*, recorded as Entry No. 63439:2005.

1.2.50. **Prior Agreement** means the master development agreement between the City and Owner dated October 7, 2003.

1.2.51. **Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on or necessary to serve that portion of the Property which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.52. **Property** means, collectively, the Overland and Pony Express parcels of land located in the City, described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.53. **Reimbursable Improvements** means those improvements specified on Exhibit "D" which Owner constructed on, adjacent to, or in the vicinity of the Property pursuant to the Prior Agreement.

1.2.54. **Required Park** means any Park, Club Ivory, Park, Neighborhood Project, Park, Small, Park, Medium, or Park, Large required to be completed pursuant to this MDA.

1.2.55. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each

separate unit in a multi-family dwelling, apartment building, condominium or time-share building equals one Residential Dwelling Unit.

1.2.56. **Residential Uses** shall include structures for Residential Dwelling Units in any configuration including single family detached, single family attached (such as townhomes), and multifamily.

1.2.57. **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial/Institutional Development.

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

1.2.59. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to the laws of the State of Utah and the City's Vested Laws.

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

1.2.61. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.62. **Substantial Completion** means a point in the progress of a construction project where the work is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the Property.

1.2.63. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36a-102(21) (2017).

1.2.64. **Term, Initial** means the first term of the MDA for the Overland portion of the Property, as described in Section 4.

1.2.65. **Term, Overland Extension** means the extension period beyond the Initial Term for the Overland portion of the Property, as described in Section 4.

1.2.66. **Trail** means a public trail as shown on Exhibit "H".

1.2.67. **Transfer Deed** means a deed of conveyance approved by the Administrator pursuant to Section 8.15.

1.2.68. **Village** means one of the villages depicted in the Master Plan.

1.2.69. **Village Concept Plan** means a conceptual plan for the development of each Village.

2. **Vested Terms from Prior Agreement to be Retained.**

2.1. **Vacating Lehi-Fairfield Road.** The Parties acknowledge that Utah County may have a historic claim over the Lehi-Fairfield Road. To the extent necessary and at Owner's request, the City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B". The City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B", at such time as the roads shown on Exhibit "B" as West Pony Express Road and West High School Road are constructed and open to public use. Once vacated, these City lands that were previously Lehi-Fairfield Road shall be preserved and enhanced as a non-vehicular trail as part of the Pony Express Trail Park.

2.2. **Access to Pony Express Parcel.**

2.2.1. West Pony Express Road. Exhibit "B" shows West Pony Express Road on the west side of Pony Express parcel, connecting the Pony Express parcel and West High School Road. This road is labeled, for purposes of this MDA, West Pony Express Road. The City agrees that this roadway will be built either as an arterial or as a collector road. The City agrees to show this road on its streets plan, or equivalent, and to require any proposed development in the area to provide for the roadway.

2.2.2. North Pony Express Road. Exhibit "B" shows a roadway labeled North Pony Express Road connecting to Major Street immediately south of its intersection with Eagle Mountain Boulevard and running westward along the northerly boundary of the Pony Express parcel. This roadway will improve access to cross the future Pony Express Trail Park and a small area of property owned by the City in the vicinity of the Pony Express Regional Park. The City agrees that this roadway will be constructed as a City collector road if legal access can be obtained without condemnation. Owner agrees that the cost of construction and connection to existing City streets will be an obligation of Owner or the developer of the Pony Express parcel. The City will use the road as access to the Pony Express Regional Park and to the Pony Express parcel. City acknowledges that this access is material to Owner's conditional agreement to forego existing legal vehicular access to City streets across Russell Street in the Overland Trails subdivision. Owner has agreed to forego that access if access can be granted at Major Street, so

as to reduce the traffic impact of development of the Pony Express parcel to the Overland Trails neighborhood.

2.2.3. West High School Road. Exhibit "B" shows a roadway which is a westerly extension of High School Road to a crossing of Eagle Mountain Boulevard, then westward to the road labeled West Pony Express Road. In accordance with the Prior Agreement, the City agrees to include this roadway in the Impact Fee Facilities Plan.

2.2.4. Russell Street, Emergency and Trail Access. As described in Section 2.2.2 above, Owner agreed to forego existing legal vehicular access to City streets for the Pony Express parcel across Russell Street in the Overland Trails subdivision if legal access can be achieved through Overland Trails subdivision at Major Street in the vicinity of the Pony Express Regional Park. If the City cannot grant the necessary replacement access along North Pony Express Road to Major Street, Russell Street will be maintained as a public right-of-way. If Major Street access can be granted, then Russell Street will be only used for emergency vehicular access and for pedestrian and equestrian access between the Overland Trails neighborhood and Pony Express parcel. Design of the emergency access will be subject to the approval of the fire marshal.

3. **Reimbursements.** The City has been reimbursing Owner for the Reimbursable Improvements through the collection of impact fees. Details regarding the reimbursements for the Reimbursable Improvements, including the reimbursement amounts, the prior payments through fiscal year 2017 and the amounts still due, are set forth in Exhibit "D". Reimbursements for the Reimbursable Improvements have been and shall continue to be made by the City through the

collection of impact fees associated with the applicable Reimbursable Improvements until the reimbursement amounts are paid in full. The City will make an annual payment to Owner in an amount equal to the applicable impact fees collected by the City in the applicable fiscal year (running from July 1 to June 30) on or before each subsequent January 2. This payment shall be accompanied with a report detailing the applicable annual impact fees collected by the City.

4. **Effect of this MDA/Term.** This MDA shall be the sole agreement between the Parties for the development of the Property. The Prior Agreement shall be deemed to have been novated and superseded by this MDA. Any and all claims by any of the Parties for any breaches or performances under the Prior Agreement shall be deemed to have been waived or satisfied. The Initial Term of this MDA for the Overland portion of the Property shall be until December 31, 2052. With respect to Overland, if Master Developer or Owner are not in Default at the end of the Initial Term (or if Master Developer or Owner is in Default, but such Default is being cured), the approved land uses, zoning, and densities shall be automatically extended through the Overland Extension Term for a period of an additional fifteen (15) years (i.e. through December 31, 2067). As of January 1, 2053, the City's Future Laws shall be effective regarding Overland except: (1) the open space and park improvement requirements specified in this MDA shall not be modified; and (2) other requirements that deny Master Developer the ability to reasonably develop the approved number of units in each Village. This MDA shall expire with respect to Overland at the end of the Overland Extension Term. With respect to Pony Express only, the term of this MDA shall be ninety (90) years (i.e. through December 31, 2107).

5. **Development of the Property.**

5.1. **Compliance with Law.** Development of the Property shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits.

5.2. **Matching Lot Sizes.** Where Overland is immediately adjacent to properties in Villages 2, 3 and 7 on the Master Plan that have development rights at the date of the execution of this MDA, Overland will have single family lots no smaller than 1/2 acre or the average lot size of the immediately adjacent property, whichever is smaller. If other properties immediately adjacent to Overland obtain development rights in the future before the portion of Overland to which they are immediately adjacent receive preliminary plat approval, then Master Developer will develop the immediately adjacent portion of the Property with either matching density (if the immediately adjoining property is anything other than single family) or with single family units (if the immediately adjoining property is single family).

6. **Development of the Property in Compliance with the Master Plan.**

6.1. **Maximum Residential Units and other Intended Uses.** Subject to the maximum number of Residential Dwelling Units in each Village, as indicated in Exhibit "B", Owner shall be entitled to develop up to the Maximum Residential Units and to develop the other Intended Uses as specified in the Master Plan.

6.2. **Intended Uses, Residential Dwelling Units and Density Vesting.** Intended Uses and maximum number of Residential Dwelling Units for each Village are shown on the Master Plan. It is the understanding and intent of the Parties that Master Developer is vested with the residential densities shown on the Master Plan, and Master

Developer shall not be required to obtain a conditional use permit, in accordance with Section 17.25.060 of the City's Vested Laws, to develop Tier III and Tier IV residential development densities.

6.3. **Restrictions on Uses in Certain Villages.** Multifamily Residential shall only be allowed in Villages 5 and 8.

6.4. **Village Approvals.** Master Developer shall present to the Planning Commission and City Council a Village Concept Plan, and a traffic study based on the Village Concept Plan, before submitting any Development Application for any such Village (i.e., a Development Application in Village 7 would require a conceptual plan and traffic study for Village 7). Each Village Concept Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Village will be located, the location and size of parks and trail improvements, the location of roads and infrastructure improvements, and any potential locations for schools, churches or other civic or community uses. The City's review of the Village Concept Plan for any Village may consider legitimate and quality planning principles, adjacent or planned land uses, the location of appropriate public and private infrastructure, the location of public and private open space, the location and type of Commercial Uses and Residential Uses in the Village, and the location and amount of any non-standard lots. The City shall have the right to require changes to the Village Concept Plan provided that the changes do not materially impact Master Developer's ability to obtain the allowed densities, significantly alter the types or locations of residential or commercial uses (i.e. townhomes, cluster homes, etc.), significantly alter proposed lot sizes, or result in unreasonable additional development costs. Village Concept Plans may also propose areas in the Village Concept Plan with

single-family homes at Tier III or Tier IV densities that do not comply with Tier II development standards, including single-family homes with reduced lot frontages or zero lot lines, which deviations from the development standards may be approved by the City Council as part of the Village Concept Plan approval. The Parties acknowledge and agree that Developer has previously submitted and the City has approved a Village Concept Plan for Village 1, which included an area of "cottage" active adult product with lot sizes that do not conform to the City's Vested Laws. The City hereby approves the proposed lot sizes for the "cottage" active adult product in Village 1. In Village 1, Master Developer shall not propose any other areas for a Development Application that do not meet the lot size and lot frontage requirements in the City's Vested Laws.

6.5. **Use of Residential Dwelling Units.** Master Developer may use any of the Maximum Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as the number of units requested in the proposed Development Application is no greater than the maximum number specified by the Master Plan and approved Village Conceptual Plan.

6.6. **Accounting for Residential Dwelling Units.** At the recordation of a Final Plat or Commercial Site Plan by Master Developer allowing for residential uses, Master Developer shall provide the City an updated Development Report showing the number of any Residential Dwelling Units used with the Final Plat or Commercial Site Plan and the number of Residential Dwelling Units remaining for use within each Village and for the total Property.

6.6.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall

include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the type and maximum amount of any such other use sold with the Parcel.

6.6.2. Return of Unused Residential Dwelling Units. At the recordation of a Final Plat or other Development Application Approval for any Parcel sold to a Subdeveloper, Master Developer shall provide the City an updated Development Report showing the number of Residential Dwelling Units and other types and amounts of uses actually used on the Final Plat. If any portion of the Maximum Residential Units or other uses transferred to a Subdeveloper are unused by the Subdeveloper at the time the Final Plat is recorded for the Parcel or a Development Application is approved, any unused portion of the transferred Maximum Residential Units or other uses shall automatically revert back to the Property and the Master Developer shall file with the City an updated Development Report.

6.7. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Property into a Parcel without providing such detailed development information subject to the specific "Parcel Sales" provisions of the Section 8.15 as is provided in Utah Code Ann., §10-9a-103(57)(c)(v) (2017). The City and Master Developer acknowledge that such sales of Parcels do not create any individually developable lots in the Parcel and are therefore not subject to any requirement in the City's Vested Laws to complete or provide security for Project Infrastructure at the eventual time

of such Subdivision. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually buildable lots.

7. **Zoning and Vested Rights.**

7.1. **Current Zoning.** The Property is currently zoned as specified in the project Master Plan.

7.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-508 (2017).

7.2.1. Invalidity. Master Developer and Owner covenant not to bring suit to have any of the City's Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such

stricken provisions and which implements the intent of the Parties in that regard as manifested by this MDA.

7.2.2. Exceptions. The applicability of the City's Vested Laws specified in Section 7.2 are subject to only the following exceptions:

1. *Master Developer Agreement.* City's Future Laws that Master Developer and Owner agree in writing to the application and scope thereof to the Property. Master Developer and Owner may withhold their consent to the application of any of the City's Future Laws in each of their sole discretion;

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

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

4. *Taxes.* Taxes, or modifications thereto, so long as such taxes

are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated, and provided such taxes are applicable to lands owned and managed by Owner;

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

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509 (2017); and

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

8. **Approval Processes for Development Applications.**

8.1. **Phasing.** The City acknowledges that Master Developer, assignees of Master Developer, and Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and construct portions of the Master Plan for the Property in phases.

8.2. **Processing Under City's Future Laws.** Approval processes (e.g., which body of the City considers / hears / approves various types of Development Applications) for Development Applications shall be as provided in the City's Future Laws except as

otherwise provided in this MDA.

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

8.4. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

8.5. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of any party, the Parties will confer and determine whether the City and the Master Developer or a Subdeveloper (if applicable) wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs

then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

8.6. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

8.7. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification,

subject to required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

8.8. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. This Section shall not be construed to relieve the Master Developer of any plan review fees, inspections fees or other fees normally required by the City.

8.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or ordinance shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed

consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

8.9. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species" and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant.

8.10. **City Denial of a Development Application.** If the City denies a Development Application or a Village Concept Plan, the City shall timely provide a written determination advising the Applicant of the reasons for Denial, including specifying the reasons the City believes that the Development Application or Village Concept Plan is not consistent with this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

8.11. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application or Village Concept Plan.

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

8.13. **Mediation of Development Application Denials.**

8.13.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 8.14 shall be mediated.

8.13.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement that is subject to mediation under this MDA, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8.14. **Arbitration of Development Application Objections.**

8.14.1. Issues Subject to Arbitration. Issues regarding the City's Denial of

a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or City Vested Law (or, if applicable, a City Future Law) is not an issue subject to arbitration.

8.14.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 8.13.

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

8.15. **Parcel Sales.** The Parties acknowledge that the most efficient and

economic development of the Property depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the Property shall be as determined by Master Developer in its sole subjective business judgment and discretion. To the extent that such conveyances are in anticipation or furtherance of future land use approvals and development of the Property or a particular Parcel therein, the City further agrees that, consistent with the provisions of Utah Code Ann., §10-9a-103(60)(c)(v) (2017), Master Developer may convey portions of the Property by metes and bounds prior to recordation of a plat of subdivision for such portion. Master Developer shall issue a Transfer Deed for a Parcel after receiving the written approval of the City to transfer such Parcel via a metes and bounds legal description.

9. **Exclusion from Moratoriums.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code Ann., §10-9a-504, (2017) unless such a moratorium is found on the record by the Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

10. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application as set forth in Section 8.3.

11. **Parks and Open Space.**

11.1. **Cory Wride Memorial Park.** Master Developer will contribute to the City a total of $1,710,000.00 for investment in the Cory Wride Memorial Park. The payments will be made in increments of $570,000.00 per year beginning with the first payment on or

before February 27, 2019 and the remaining two increments on even dates in 2020 and 2021. The obligation to make these payments is a personal covenant of the Master Developer as of the effective date of this MDA, and does not run with the land, provided that City may withhold approval of any final plat on the Property if Master Developer is in breach of its obligation to make such payment.

11.2. **Pony Express Trail Park Improvements.** Master Developer shall install landscaping through the portion of the Pony Express Trail Park adjacent to Villages 1, 2, 3 and 8 on the west side of the existing asphalt trail at the time the City installs the landscaping on the east side of the existing asphalt trail (as required by Section 12.1). If Master Developer is still utilizing the temporary detention basins in the Pony Express Trail Park at such time, then Master Developer shall, instead, landscape the temporary detention basins when the basins are removed. At a minimum, Master Developer will install enhanced native landscaping through the applicable portion of the Pony Express Trail Park. However, in accordance with Section 12.3, the Parties have agreed to cooperate in good faith to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within the Pony Express Trail Park. The improvements within the Pony Express Trail Park shall be in the sole discretion of Master Developer, but it is anticipated that Master Developer may install contouring, grass areas, trees, above-ground drainage streams or other improvements if both Owner and City agree to such improvements.

11.3. **Village 1.** Exhibit "F" is a detailed plan for the Village 1 parks, open space and amenities. Village 1 will include a total of approximately 8 acres of parks, community amenities, open space, Club Ivory, and Trail system:

11.3.1. A Club Ivory and an approximately 4-acre park will be constructed in Village 1 the sooner of the recording of a plat containing the 150th Building Permit for Village 1 or within 3 years of the date of this MDA;

11.3.2. An approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 300th Building Permit for Village 1 or within 5 years of the date of this MDA; and

11.3.3. An additional approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 450th building permit for Village 1 or within 7 years of the date of this MDA.

11.4. **Other Villages and Pony Express Parcel.** Parks, open space and amenities in the Property (other than Village 1) shall be dedicated and constructed as specified below.

11.4.1. Parks, Trails and Open Space Requirements. Unless otherwise approved by the City Council, at a minimum park and improved open spaces shall include the following features and improvements: (1) sod areas large enough for children's play (including multi-use fields), (2) irrigation system to City standards (as required by the City's Future Laws); (3) access along a public road; (4) sufficient paved parking for use of improvements; (5) seating areas with shade structures, pavilions, or trees for shade; (6) asphalt trails or concrete sidewalks connecting the park to the neighborhood and internal trail; (7) a variety of landscaping, including trees, shrubs, and water-wise landscaping; (8) garbage receptacles, drinking fountains, picnic tables, barbeques or other improvements necessary for use or enjoyment of park features; and (9) public bathroom facilities

(for Large Parks). In addition, parks should generally include one or more of the following types of park improvements sufficient for the size of the neighborhood and intended use of the park: basketball court, sports court, splash pad, skate park, large playground structure, or large group pavilion. It is the expectation of the Parties that parks will be improved with a similar level of improvements and amenities as the example parks depicted in Exhibit "E". Subject to the foregoing, the Parties agree that the design and amenities in each park will vary based on the location of the park, surrounding housing types, and changing needs of the community, and that the park design and amenities shall generally be in the discretion of the Master Developer.

11.4.2. Public Park Improvements. In order to allow the City to efficiently maintain public parks and open spaces, all improvements in Required Parks that will be dedicated to the City shall comply with the City's Future Laws with respect to sprinkler and irrigation systems, water usage, fencing, plant and tree types, and construction materials, provided that the City's Future Laws do not substantially increase the cost of such improvements. Master Developer shall reasonably cooperate with City to provide improvements and amenities in public parks that can be efficiently and cost effectively maintained by the City.

11.4.3. Park Plan Approval. Prior to construction or dedication of any Required Park, Master Developer shall submit to the City a detailed park plan. The City Council shall review the park plan, and may deny the park plan if the park plan does not comply with the requirements in subsections 11.4.1 or 11.4.2. Any dispute

about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

11.4.4. Village 2. A Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to recordation of a plat containing the 200th Residential Dwelling Unit in Village 2.

11.4.5. Village 3. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 115th Residential Dwelling Unit in Village 3.

11.4.6. Village 4. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 400th Residential Dwelling Unit in Village 4.

11.4.7. Village 5. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 5.

11.4.8. Village 7. A Small Park shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 150th Residential Dwelling Unit in Village 7 and, also, a Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and

dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 2.

11.4.9. Village 8. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) upon the sooner of the recordation of a plat containing the 80th Residential Dwelling Unit in Village 8 or within 2 years of the recordation of the first plat in Village 8.

11.4.10. Pony Express Parcel. A Medium Park shall be constructed and dedicated to the City prior to the recordation of a plat containing the 150th Residential Dwelling Unit in the Pony Express portion of the Property.

11.4.11. Alternative Bonding for Park Improvements. In the event that Master Developer is unable to complete any Required Park in the timeframes specified in Sections 11.3.1 – 11.4.9, Master Developer may provide to the City a cash bond in the amount of 150% the anticipated cost of all remaining improvements in the Required Park, which cost shall be commercially reasonable. Notwithstanding the bond, Master Developer shall prosecute the completion of the Required Park with commercial due diligence.

11.5. **Dedication of Parks.** Certain of the parks in Sections 11.3 and 11.4 and, also, certain Neighborhood Project Parks, may be dedicated to the City upon their completion and acceptance. Unless otherwise agreed to by the Parties, those parks described as Club Ivory, or Neighborhood Project Parks will not be dedicated to the City but, instead, be owned and maintained by an HOA while Small Parks, Medium Parks and Large Parks will be dedicated to the City.

11.6. **Trails.** Exhibit "I" is the Trails Master Plan. Master Developer will dedicate to the City and construct the Trails with the improvements of each Phase to which a section of Trail is adjacent or included.

11.6.1. Trails Standards. Asphalt Trails shall be 10 feet wide along pedestrian corridors. Unless amended by the City Future Laws as provided herein, asphalt Trails shall consist of six inches of base and three inches of asphalt and shall be placed on undisturbed native material or documented fill material properly compacted. Base shall extend past Trail edges six inches on both sides. Master Developer, in its discretion, may use alternative upgraded designs or materials including concrete or adding additional width.

11.7. **Maintenance of Parks and Trails Dedicated to the City.** Upon acceptance by the City of any park being dedicated to the City pursuant to Section 11.6, the City shall be responsible for maintaining such park or Trail.

11.8. **Owners Dedication Language.** Most dedications by Owner to the City pursuant to this MDA shall occur through a dedication plat. In such circumstances, the plat shall contain Owner's dedication language materially the same as the example in Exhibit "G". Certain dedications may occur through the issuance of a patent deed or other type of deed. In both circumstances, the plat and conveyance deed shall contain restrictions regarding the use of such lands restricting the use of such lands for the purpose for which it was granted.

11.8.1. Use Restrictions. Conveyances to the City of properties for Parks or Trails shall include deed restrictions limiting the uses of the property to passive and active recreation improvements.

11.9. **Tax Benefits.** The City acknowledges that Master Developer may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the property for the Cory Wride Memorial Park, other City Parks, or contributing payments for investment in Cory Wride Memorial Park to the City or to a charitable organization to the extent that Master Developer or Owner is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to allow Master Developer to take advantage of any such tax benefits.

12. **Additional Consideration by Owner and Master Developer.** As additional consideration to the City in the nature of parks and open space dedications, Owner and Master Developer shall:

12.1. **Pony Express ROW Expansion.** On or before June 30, 2018, dedicate to the City and release or amend deed restrictions for approximately 11 acres of additional right-of-way along the Pony Express Parkway to allow the City to expand the Pony Express Parkway right-of-way to 152 feet. The details of the expansion of the Pony Express Parkway as it relates to the presently existing asphalt trail and Pony Express Trail Park and to the future expansion are illustrated, in cross-section view, on Exhibit "I". In the event the City allows Pony Express Parkway to be expanded to three lanes in each direction, City will install a 30-foot landscaped park strip on the east side of Pony Express Parkway and install landscaping between the existing asphalt trail and Pony Express Parkway on the west side of Pony Express Parkway. For purposes of this MDA, a "lane" shall include those lanes constructed for through-traffic as well as any turn, emergency or similar lanes.

The type of landscaping and amenities, and the design of the park strips, shall be in the sole discretion of the City, provided that the landscaping does not include amenities or improvements that violate the deed restrictions that encumber the property. If the expanded Pony Express Parkway encroaches upon the presently existing asphalt trail, then the City shall relocate the affected portion of the asphalt trail at its own expense.

12.2. **Recreational Parcel.** On or before June 30, 2018, dedicate to the City approximately 13.4 acres, as shown on the Master Plan. The deed restrictions shall be the same as the deed restrictions in State of Utah Exchange Patent 19738, except paragraph 3 under Prohibited Improvements and Uses shall read: "Commercial uses (other than minor concession, minor commercial uses directly related to allowed recreational amenities, or fees related to use of the recreational amenity)" and a new paragraph 4 under Prohibited Improvements and Uses shall read: "Parking lots that are unrelated to permissible improvements."

12.3. **Pony Express Trail Park Restrictions.** The Pony Express Trail Park was dedicated by Owner to City for the purpose of preserving the existing Pony Express trail and associated historic and scenic features. The conveyance document for this park contains deed restrictions intended to cause this preservation. Owner shall cooperate in good faith with City to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within this park, provided such improvements or uses are compatible with the purposes for which the park was dedicated.

12.4. **High School Road.** On or before June 30, 2018, dedicate to the City approximately 0.8 acres to allow High School Road, including a reasonably-sized turn lane, on the Property to be completed to City standards.

12.4.1. The City will complete the dedicated portion of High School Road on the Property to the west of the High School prior to the High School's anticipated fall-2019 opening.

12.5. **Airport Road.** Owner has already dedicated to the City property commonly referred to as the "Airport Road". The Master Plan contemplates a different alignment of Airport Road. The City and Owner shall work together to relocate the dedicated portions of Airport Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.6. **Bypass Road.** Owner has already dedicated to the City property commonly referred to as the "Bypass Road". Instead, the City and Owner shall, as and when requested by Master Developer, work together to relocate the dedicated portions of Bypass Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.7. **Lake Mountain Road.** Owner has provided an easement from Pony Express Parkway to the City-owned portion of Lake Mountain Road. That easement will be relinquished by the City when Master Developer completes a publicly dedicated connection in an alignment to be determined in the future by Master Developer and the

City as a part of a Subdivision of the relevant portion of the Property, as set forth in the easement.

12.8. **Hidden Valley Road.** The Master Plan shows a road connection through the project know as Hidden Valley Road. Master Developer shall, as a part of the completion of the infrastructure for any Development Application that would include a portion of Hidden Valley Road, complete that portion of the road within the Property. The location of Hidden Valley Road on the Master Plan is a general depiction only. The actual alignment of said road is to be determined in the future by Master Developer and the City as a part of a Subdivision of the relevant portion of the Property and may be combined with the future Lake Mountain Road connection.

13. **Public Improvements.**

13.1. **Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of Project Infrastructure which are required as a condition of approval of each Development Application.

13.2. **No Additional Backbone Improvements Requirements.** Any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for the development of the Property shall be in accordance with Utah law.

13.3. **Construction Prior to Completion of Infrastructure.** City shall comply with Utah law and the City's Vested Laws with respect to building permits or permits for model homes, home shows, sales offices, construction trailers, or similar temporary uses.

13.3.1. Restrictions on Certificates of Occupancy. No permanent Certificate of Occupancy shall be issued by the City and no residential occupancy

shall be permitted unless all Project Infrastructure and Backbone Improvements (except for landscaping which shall be considered pursuant to Section 17.1) required pursuant to an approved Development Application are installed to Substantial Completion.

14. **Water.**

14.1. **Water Rights.** Owner has banked water rights with the City for use on several properties within the City boundaries. The banked water rights are 785.402 acre-feet of water from Utah Water Right No. 54-1173 (a23069f) (500-acre feet), Utah Water Right No. 54-1153 (a29551) (200.376-acre feet), Utah Water Rights No. 54-1146 and 54-1147 (a28384) (52.506-acre feet), and Utah Water Right No. 54-145 (a36950) (32.52-acre feet).

14.2. **CWP Water Leased By Owner.** Owner has previously purchased the right to use 1,000 acre-feet of the City's interest in Central Utah Water Conservancy District water delivered to the City.

14.3. **Water Reservation.** The City and Owner shall cooperate in good faith to consider the reservation of water for the development of the Property, subject to payment of a reasonable reservation fee.

15. **CC&Rs**. The Homeowners Association(s) will be responsible for the implementation and enforcement of the CC&Rs. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City.

16. **Payment of Fees.**

16.1. **General Requirement of Payment of Fees.** Master Developer or a Subdeveloper shall pay to the City all fees (including, but not limited to, plan review fees,

Impact Fees, hookup fees and inspection fees) in amounts specified in the City's Future Laws.

16.2. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure which are System Improvements. City shall ensure that Master Developer is either not charged Impact Fees for System Improvements constructed by Master Developer or that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for System Improvements constructed by Master Developer as required by State law.

16.3. **Reimbursement for "Upsizing".** In accordance with Utah law, the City shall not require Owner or Master Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Property) unless financial arrangements reasonably acceptable to Owner and Master Developer are made to compensate Master Developer for the costs of such upsizing.

16.4. **Main Sewer Line.** Owner constructed the Main Sewer Line. The Main Sewer Line was intended to provide all capacity necessary to provide sanitary sewer services to the estimated 3,800 Residential Dwelling Units for Overland, as described in Exhibit "B". The City acknowledges that Owner and Master Developer are concerned that by allowing other property owners to connect to the Main Sewer Line without the City constructing other sewer lines to service any portion of Overland, Master Developer may be in a situation in the future in which a new major sanitary sewer line is necessary to service Overland that would not have been necessary if City did not allow other property owners to connect to the Main Sewer Line. Accordingly, in the event the City allows other

property owners to utilize capacity in the Main Sewer Line, and the utilization of such capacity requires the construction of additional sanitary sewer capacity that would not have otherwise been required as part of Overland, the City shall construct such additional capacity, and City may assess impact fees to property owners (other than Master Developer or Owner) to cover the cost of such capacity. Any dispute about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

17. **Construction Standards and Requirements.**

17.1. **Separate Security for Landscaping.** Master Developer shall comply with City bonding requirements for required improvements, except security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument acceptable to the City separate from the security instrument(s) used for the other portion of the public improvements.

17.2. **Building Permits.** No buildings or other structures shall be constructed within the Property without the Applicant first obtaining building permits. The Applicant may apply for and obtain a grading permit following approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if the Applicant has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by the Applicant pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of the Applicant meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of the Applicant that created the discrepancy.

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

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

19. **Default.**

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

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

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

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

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

19.2.4. Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

19.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default, the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 8.11, 8.13 and 8.14. If the claimed Default is subject to Arbitration as provided in Section 8.14.3 then the Parties shall follow such processes.

19.4. **Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to Arbitration then the Parties may have the following remedies:

19.4.1. Owner and Master Developer's Remedies. Owner and Master Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and City's obligations under this MDA. IN NO EVENT SHALL CITY BE LIABLE TO OWNER OR MASTER 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.

19.4.2. City's Remedy Upon Default. City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Master Developer or

Owner, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

19.5. **Public Meeting.** Before any remedy in Section 19.4.2 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

19.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a Default would also impair a compelling, countervailing interest of the City then the City may impose the **remedies** of Section 19.4.2 without the requirements of Sections 19.3. The City shall give Notice to the Master Developer, Owner and any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer, Owner and any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

19.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days of receipt of notice by the defaulting party then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

19.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

20. **Assumption of Rights of Master Developer.**

20.1. **Owner Right to Assume Position of Master Developer.** The Parties

acknowledge that Master Developer and Owner have entered into the Development Lease for the development of Overland, and that Master Developer also has a right of first refusal on Pony Express. If the Development Lease expires or otherwise terminates prior to Buildout, then Owner shall have the right (in its sole discretion) to assume the position of the Master Developer under this MDA and shall thereby assume all the rights, responsibilities and obligations of the Master Developer, except as expressly set forth herein. Owner shall exercise its right to assume the position of the Master Developer by providing Notice of such to the City. Owner shall have the right to further assign these rights and obligations in its sole discretion, and shall exercise its right to further assign by providing Notice of such to the City. The obligations of the Parties concerning the assignment of rights under this MDA, as set forth in Section 30, shall not apply to those circumstances described in this Section 21.1.

20.2. **Appointment of Additional Master Developer for Pony Express.** The Parties acknowledge that Owner and a party other than the Parties to this MDA may enter into a development agreement for Pony Express at some point in the future. In such circumstances, Owner shall have the right to add such developer as a party to this MDA. That developer shall also be considered a Master Developer under this MDA, and shall have all those rights, responsibilities and obligations associated with the Master Developer for Pony Express only. In such circumstances, the rights, responsibilities and obligations of Ivory Homes, Ltd. as Master Developer shall be limited to those associated with Overland only. Owner shall add a developer of Pony Express to this MDA by providing Notice of such to the other Parties, and executing any legal documents reasonably required by the other Parties to this MDA to effectuate such an addition.

20.3. **Exceptions.** If Owner assumes the position of Master Developer under this MDA pursuant to Section 20.1 prior to the payment of the entire $1,710,000.00 investment for Cory Wride Memorial Park, described in Section 11.1, Owner shall not be responsible for any portion of these payments.

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

To the Master Developer:
Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

To Owner:
School and Institutional Trust Lands Administration
Attn: Development Group
675 East 500 South, Suite 500
Salt Lake City, UT 84102

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

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

21.1.1. Physical Delivery. Its actual receipt, if delivered personally, or by courier service.

21.1.2. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its

address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Actions.**

22.1. **Allowable Administrative Actions.** The following modifications to this MDA may be considered and approved by the Administrator.

22.1.1. Infrastructure. Modification of the location and sizing of the infrastructure for the Property that does not materially change the functionality of the infrastructure.

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

22.2.1. Referral by Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Action, then the Administrator may require the Administrative Action to be processed as a Modification Application.

22.2.2. Administrator's Review of Administrative Action. The Administrator shall consider and decide upon the Administrative Action within a reasonable time.

22.2.3. Notification Regarding Administrator's Approval. If the Administrator approves any Administrative Action the Administrator shall notify the Council in writing of the proposed approval. Unless the Administrator receives a notice pursuant to Section 22.2.1 requiring that the proposed Administrative Action be considered by the City Council as a Modification Application then

approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the City.

22.2.4. City Council Requirement of Modification Application Processing. Any member of the Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

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

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

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

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

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

23.2.2. Consent of Owner. Owner's consent to filing a Modification Application shall be required.

23.2.3. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Property.

23.2.4. Identification of Non-City Agencies. Identify any Non-City Agencies potentially having jurisdiction over the Modification Application.

23.2.5. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and number of Residential Dwelling Units of all such properties.

23.2.6. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.3. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.4. **Planning Commission Review of Modification Applications.**

23.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and complexity of the Modification Application.

23.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.5. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.6. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

23.7. **Meet and Confer regarding Modification Applications.** The Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Council's objections.

23.8. **Mediation of Council's Objections to Modification Applications.** If the Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer and the City shall each pay one-half of the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

24. **10-year Reviews**. Every ten years after the date of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time

and place mutually agreeable to the Parties between January 15 and February 15 of 2028 and then every ten years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

25. **Estoppel Certificate**. Upon twenty (20) days prior written request by Owner, Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owner, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

27. **Entire Agreement**. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

28. **Headings**. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

29. **No Third-Party Rights/No Joint Venture**. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, Owner and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

30. **Assignability**. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City and Owner as provided herein.

30.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

30.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Property or Master Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City and Owner unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City and Owner Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

30.4. **Deemed Approved.** Unless the City or Owner objects in writing within

twenty (20) business days, the City and Owner shall be deemed to have approved of and consented to the assignment.

30.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

30.6. **Grounds for Denying Assignment.** The City and Owner may only withhold their consent if the City and Owner are not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the City or Owner to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 8.11 and 8.13. If the refusal is subject to "Arbitration" as provided in Section 8.14 then the Parties shall follow such processes.

30.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

31. **Binding Effect**. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master

Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

32. **No Waiver**. Failure of any of the Parties 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.

33. **Severability**. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

34. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

35. **Time is of the Essence**. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor of the City. The initial representative for Master Developer shall be Chris Gamvroulas. The initial

representative for Owner shall be Elise Erler. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

37. **Mutual Drafting**. Each of the Parties has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which party drafted any particular portion of this MDA.

38. **Applicable Law**. This MDA is entered into in the City 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.

39. **Venue**. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

40. **Counterpart Execution**. This MDA may be executed in counterparts.

41. **Recordation and Running with the Land**. This MDA shall be recorded in the chain of title for the Property. This MDA and the obligations herein shall be deemed to run with the land, except as expressly set forth in this MDA. The electronic data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

42. **Authority**. The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to the motion approving the MDA adopted by the City on December 5, 2017. This MDA is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

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

MASTER DEVELOPER
Ivory Homes, Ltd.

By: CLARK D. IVORY
Its: CEO

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the 31st day of May, 2018, personally appeared before me CLARK IVORY the CEO of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

NOTARY PUBLIC
Residing at: Salt Lake County

BRYON FRANKLIN PRINCE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 681328
COMM. EXP. 01-26-2019

CITY
EAGLE MOUNTAIN CITY

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality:

City Attorney

Attest:

City Recorder

CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 31 day of May, 2018, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

FIONNUALA B KOFOED
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 686717
COMM. EXP. 01-17-2020

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

David Ure

By: David Ure
Its: Director

Approved as to Form:

Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

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

On 24th the day of May, 2018, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

Alan Russell Roe

NOTARY PUBLIC
Residing at: Salt Lake County

ALAN RUSSELL ROE
Notary Public State of Utah
My Comm. Exp: May 6, 2021
Comm. Number: 694764

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Exhibit "A"

Legal Description and General Depiction of Property

Legal Description of Property:

Overland parcels:

VILLAGE 1 (PARCEL 36-E)

A portion of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N1°04'47"E along the Section line 2,671.07 feet to a 1987 Utah County monument marking the West ¼ Corner of said Section 36; thence N0°36'31"E along the Section line 2,062.29 feet to the southwesterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Southeasterly along the arc of a 1,675.07 foot radius non-tangent curve (radius bears: N70°24'53"E) 1,226.75 feet through a central angle of 41°57'40" (chord: S40°33'57"E 1,199.52 feet); thence S61°32'47"E 2,832.41 feet to the westerly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 2 (two) courses and distances: S28°27'14"W 517.50 feet; thence Southwesterly along the arc of a 795.58 foot radius non-tangent curve (radius bears: S61°36'35"E) 64.28 feet through a central angle of 4°37'46" (chord: S26°04'32"W 64.26 feet) to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail D1 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S65°29'22"E along said property 197.11 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S24°30'33"W along said road 59.86 feet to the northeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail E in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence N65°29'22"W along said property 197.17 feet to the easterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S24°30'38"W 886.52 feet; thence along the arc of a 202.61 foot radius curve to the right 60.92 feet through a central angle of 17°13'38" (chord: S33°07'27"W 60.69 feet); thence S41°44'16"W 716.26 feet to the southwesterly line of said Trail D1; thence along said trail parcel the following 5 (five) courses and distances: Southeasterly along the arc of a 655.00 foot radius non-tangent curve (radius bears: N84°54'06"E) 269.20 feet through a central angle of 23°32'52" (chord: S16°52'20"E 267.31 feet); thence S30°48'02"E 180.77 feet; thence along the arc of a 15.00 foot radius curve to the left 17.21 feet through a central angle of 65°43'37" (chord: S63°39'50"E 16.28 feet) to a point of reverse curvature; thence along the arc of a 130.00 foot radius curve to the right 21.26 feet through a central angle of 9°22'07" (chord: N88°09'25"E 21.23 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 14.99 feet through a central angle of 57°15'43" (chord: N64°12'37"E 14.38 feet) to the northwesterly line of said Sweetwater Road; thence along said road the following 2 (two) courses

Exhibit "A" (continued)

and distances: S27°16'59"W 74.53 feet; thence along the arc of a 2,495.00 foot radius curve to the left 40.92 feet through a central angle of 0°56'23" (chord: S26°48'48"W 40.92 feet); thence N65°14'49"W 24.00 feet; thence along the arc of a 267.00 foot radius curve to the left 62.47 feet through a central angle of 13°24'21" (chord: N71°56'59"W 62.33 feet) to the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail F in Deed Entry No. 63439:2005 of the Official Records of Utah County, the previous 2 (two) courses along the extension of, and along the northerly line of Midvalley Road as dedicated as part of MIDVALLEY ROAD Phase 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Trail parcel the following 4 (four) courses and distances: Northeasterly along the arc of a 130.00 foot radius non-tangent curve (radius bears: S61°05'44"E) 12.89 feet through a central angle of 5°40'49" (chord: N31°44'41"E 12.88 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 17.12 feet through a central angle of 65°23'09" (chord: N1°53'31"E 16.20 feet); thence N30°48'04"W 182.70 feet; thence along the arc of a 745.00 foot radius curve to the right 227.50 feet through a central angle of 17°29'47" (chord: N20°02'13"W 226.62 feet) to the southeasterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S41°44'18"W 0.54 feet to the easterly line of said MIDVALLEY ROAD Phase 1 Subdivision; thence along said Plat the following 4 (four) courses and distances: Northwesterly along the arc of a 745.00 foot radius non-tangent curve (radius bears: N78°39'39"E) 153.00 feet through a central angle of 11°46'00" (chord: N5°27'21"W 152.73 feet); thence N0°25'39"E 513.37 feet; thence N89°34'21"W 1,084.31 feet; thence S0°25'39"W 1,110.53 feet to the Section line; thence N89°17'16"W along the Section line 982.89 feet to the point of beginning.

Contains: 193.90+/- acres

VILLAGE 2 (PARCEL 36-A)

A portion of the NW1/4 and the NE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located S89°27'10"E along the Section line 103.03 feet from a 2002 Utah County monument marking the Northwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°27'10"E along the Section line 2,572.06 feet to a 1960 Utah County monument marking the North ¼ Corner of said Section 36; thence S89°36'58"E along the Section line 1,522.16 feet to the northwest corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail A in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S0°23'02"W 25.00 feet; thence S54°09'26"E 248.32 feet; thence S11°08'55"W 48.72 feet to the northeast corner of that Real Property conveyed to Eagle Mountain City described as Exhibit "A" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S42°09'31"W 134.22 feet; thence S6°36'38"W 68.52 feet; thence S13°15'31"E 154.22 feet to the southwest corner of said Pony Express Trail A; thence S78°51'05"E along said trail parcel 199.60 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County;

Exhibit "A" (continued)

thence S11°08'50"W along said roadway 60.00 feet to the north line of Pony Express Trail B described in said Deed Entry No. 63439:2005; thence N78°51'05"W along said trail parcel 196.98 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S11°08'55"W 315.69 feet; thence along the arc of a 712.61 foot radius curve to the right 215.23 feet through a central angle of 17°18'19" (chord: S19°48'05"W 214.42 feet); thence S28°27'14"W 1,194.43 feet to the south line of said Pony Express Trail B; thence S61°32'46"E along said trail parcel 197.10 feet to the westerly line of said Sweetwater Road; thence S28°27'09"W along said Road 59.99 feet to the north line of Pony Express Trail C1 described in said Deed Entry No. 63439:2005; thence N61°32'46"W along said trail parcel 197.10 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S28°27'14"W along said lands 469.02 feet to the northeasterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: N61°32'47"W 2,832.41 feet; thence along the arc of a 1,469.07 foot radius curve to the right 1,593.70 feet through a central angle of 62°09'23" (chord: N30°28'08"W 1,516.69 feet) to the point of beginning.

Contains: 167.12+/- acres

VILLAGE 3 (PARCEL 36-B)

A portion of the NE1/4 and the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2001 Utah County monument marking the Northeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S0°36'01"W along the Section line 2,698.21 feet to a 1971 Utah County monument marking the East ¼ Corner of said Section 36; thence S0°36'01"W along the Section line 2,640.39 feet to a 1913 GLO monument marking the Southeast Corner of said Section 36, said corner also being on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N1°02'41"W 468.20 feet; thence along the arc of a 2,103.00 foot radius curve to the left 2,220.67 feet through a central angle of 60°30'06" (chord: N31°17'44"W 2,118.93 feet); thence N61°32'47"W 447.25 feet to the southeasterly corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail C2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northwesterly along the arc of a 216.85 foot radius non-tangent curve (radius bears: N65°46'55"W) 308.63 feet through a central angle of 81°32'47" (chord: N16°33'18"W 283.23 feet) to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N28°27'09"E 1,522.91 feet; thence along the arc of a 1000.00 foot radius curve to the left 302.03 feet through a central angle of 17°18'19" (chord: N19°48'00"E 300.89 feet); thence N11°08'50"E 975.50 feet to the north line of said Section 36; thence S89°36'58"E along the Section line 623.01 feet to the point of beginning.

Contains: 90.26+/- acres

Exhibit "A" (continued)

VILLAGE 4 (ALL OF PARCEL 1-C & PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 3 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County located N89°22'22"W along the Section line 100.06 feet from a 1913 GLO monument marking the Northeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence along said Parcel 3 & Parcel 2 of said Exhibit B the following 3 (three) courses and distances: S0°18'26"W 1,937.28 feet; thence along the arc of a 1,543.83 foot radius curve to the right 819.70 feet through a central angle of 30°25'17" (chord: S15°31'05"W 810.11 feet); thence S30°43'43"W 2,249.70 feet to the south line of said Section 1; thence N89°30'11"W along the Section line 731.62 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 2,257.61 feet; thence East 780.42 feet; thence North 2,402.25 feet to the Section line; thence S89°22'22"E along the Section line 1,328.04 feet to the point of beginning.

Contains: 145.25+/- acres

PARCEL 1-C: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Southeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence N89°30'11"W along the Section line 1,347.75 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 & Parcel 1 of said Exhibit B the following 2 (two) courses and distances: N30°43'43"E 2,197.26 feet; thence along the arc of a 1,723.83 foot radius non-tangent curve (radius bears: N56°39'47"W) 605.16 feet through a central angle of 20°06'50" (chord: N23°16'48"E 602.06 feet) to the east line of said Section 1; thence S0°18'12"W along the Section line 2,453.52 feet to the point of beginning.

Contains: 35.74+/- acres

PORTION OF PARCEL 1-A: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northwest Corner of that Real Property described in Deed Entry No. 18900:2017 of the Official Records of Utah County, located N00°27'00"E along the ¼ Section line 1,337.61 feet from the South 1/4 Corner of Section 1, T6S, R2W, SLB&M; thence N0°27'00"E along the 1/4 Section line 918.83 feet; thence East 381.86 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S0°00'12"E along said Right-of-Way 919.45 feet to the northerly line of said Deed Entry No. 18900:2017; thence N89°27'44"W along said deed 389.12 feet to the point of beginning.

Contains: 8.12+/- acres

Exhibit "A" (continued)

VILLAGE 5 (PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°22'22"E along the Section line 244.89 feet; thence South 2,402.25 feet; thence West 780.42 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 1,246.31 feet to the south line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park C in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence along said Park Parcel the following 4 (four) courses and distances: N89°59'41"E 399.92 feet; thence N0°00'20"W 430.00 feet; thence Southwesterly along the arc of a 1,616.71 foot radius non-tangent curve (radius bears: N6°53'57"W) 332.40 feet through a central angle of 11°46'48" (chord: S88°59'27"W 331.81 feet); thence N81°14'44"W 43.67 feet to the easterly line of said Sweetwater Road; thence Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S81°44'14"E) 770.18 feet through a central angle of 18°20'55" (chord: N17°26'14"E 766.89 feet) to the north line of said Section 1; thence S89°12'34"E along the Section line 280.88 feet to the point of beginning.

Contains: 37.25+/- acres

PORTION OF PARCEL 1-A: A portion of the NW1/4, NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the southerly line of that Real Property described in Deed Entry No. 19072:2005 of the Official Records of Utah County, located S01°22'27"W along the Section line 1,603.65 feet and East 1,942.99 feet from the Northwest Corner of Section 1, T6S, R2W, SLB&M; thence along said deed the following 3 (three) courses and distances: N89°59'40"E 719.20 feet; thence N00°00'18"W 400.00 feet; thence N89°59'40"E 400.08 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S00°00'12"E along said Right-of-Way line 1,246.32 feet; thence West 381.86 feet to the 1/4 Section line; thence N00°27'05"E along the 1/4 Section line 421.83 feet to the Center 1/4 Corner of said Section 1; thence N89°25'35"W along the 1/4 Section line 740.79 feet; thence N00°00'17"W along the extension of and along said deed 416.97 feet to the point of beginning.

Contains: 18.20 acres+/-

VILLAGE 6 (PORTION OF PARCEL 1-A)

A portion of the NW1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 1, T6S, R2W, S.L.B.& M.; thence S89°25'23"E along the Section line 951.55 feet to a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°17'16"E along the Section line 982.89 feet to the westerly line of MIDVALLEY ROAD Phase

Exhibit "A" (continued)

1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S0°25'39"W along said Plat 84.27 feet; thence S89°34'21"E along said Plat and extension thereof 601.05 feet to the northwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail G in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S41°43'17"W along said Trail parcel 482.17 feet; thence N89°01'19"W 1,242.21 feet along the extension of, and along the northerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park A in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S1°14'03"W along said Park Parcel 1,449.26 feet to the southwesterly line of said Pony Express Trail G Parcel; thence S3°01'08"W along said Trail Parcel 66.85 feet; thence S89°18'12"E 967.57 feet along said Trail Parcel and along the southerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park B in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S0°00'17"E 43.48 feet to the 1/4 Section line; thence N89°25'34"W along the ¼ Section line 1,952.67 feet to a 1990 Utah County monument marking the West ¼ Corner of said Section 1; thence N1°22'28"E along the Section line 2,001.17 feet to the point of beginning.

Contains: 59.53+/- acres

VILLAGE 7 (PARCELS 12-A, 12-B AND 12-C):

PARCEL 12-A: A portion of the NW1/4 and the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°21'52"E along the Section line 2,685.10 feet to a 1958 Utah County monument marking the North ¼ Corner of said Section 12; thence S89°30'11"E along the Section line 399.70 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S0°00'12"E along said road 1,404.25 feet to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of the NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 409.41 feet to the southeast corner of the N1/2 of the NW1/4 of said Section; thence S88°46'11"W along the 40 acre (1/16th Section) line 2,736.06 feet to the west line of Section 12; thence N2°17'03"E along the Section line 1,506.48 feet to the point of beginning.

Contains: 103.99+/- acres

PARCEL 12-B: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County located S89°30'11"E along the Section line 489.70 feet from a 1958 Utah County monument marking the North ¼ Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°30'11"E along the Section line 731.62 feet to the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 of said Exhibit B the following 4 (four) courses and distances: S30°43'43"W 1,000.19 feet; thence along the arc of a 555.00 foot radius curve to the right 188.22

Exhibit "A" (continued)

feet through a central angle of 19°25'50" (chord: S40°26'38"W 187.32 feet); thence S50°09'33"W 84.57 feet; thence along the arc of a 345.00 foot radius curve to the left 47.12 feet through a central angle of 7°49'29" (chord: S46°14'48"W 47.08 feet) to the easterly line of said Sweetwater Road; thence N0°00'12"W along said road 1,095.40 feet to the point of beginning.

Contains: 10.09+/- acres

PARCEL 12-C: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northeast corner of the NW1/4 of the NE1/4 of Section 12, T6S, R2W, S.L.B.& M. located N89°30'11"W along the Section line 1,336.62 feet from a 1958 Utah County monument marking the Northeast Corner of said Section 12; thence S0°25'35"W 1,375.70 feet along the east line of said NW1/4 of the NE1/4 to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of said NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 836.77 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 73.71 feet to a point on the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Bypass Road Parcel 2 the following 4 (four) courses and distances: Northeasterly along the arc of a 255.00 foot radius non-tangent curve (radius bears: N89°59'55"E) 223.26 feet through a central angle of 50°09'54" (chord: N25°04'52"E 216.20 feet); thence N50°09'33"E 84.57 feet; thence along the arc of a 645.00 foot radius curve to the left 218.74 feet through a central angle of 19°25'50" (chord: N40°26'38"E 217.69 feet); thence N30°43'46"E 1,052.65 feet to the north line of said Section; thence S89°30'11"E along the Section line 11.12 feet to the point of beginning.

Contains: 13.81+/- acres

VILLAGE 8 (PARCELS 36-C AND 36-D):

PARCEL 36-C: A portion of the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located N88°59'18"W along the Section line 206.14 feet from a 1913 GLO monument marking the Southeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N88°59'18"W along the Section line 749.99 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 1 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 1 and along Parcel 2 of said Exhibit B of said deed the following 3 (three) courses and distances: N0°18'26"E 638.43 feet; thence along the arc of a 1,194.67 foot radius curve to the left 1,374.04 feet through a central angle of 65°53'55" (chord: N32°38'31"W 1,299.55 feet); thence N65°29'30"W 421.12 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Northeasterly along the arc of a 455.00 foot radius non-tangent curve (radius bears: S65°17'44"E) 29.76 feet through a central angle of 3°44'53" (chord: N26°34'42"E 29.76 feet); thence N28°27'09"E 317.98 feet to the southwesterly corner of that

Exhibit "A" (continued)

Real Property conveyed to Eagle Mountain City described as Pony Express Trail D2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northeasterly along the arc of a 221.37 foot radius non-tangent curve (radius bears: N23°13'44"E) 306.85 feet through a central angle of 79°25'10" (chord: N73°31'09"E 282.87 feet) to the southwesterly line of said Airport Road; thence along said roadway the following 3 (three) courses and distances: S61°32'47"E 447.30 feet; thence along the arc of a 1,897.00 foot radius curve to the right 2,003.14 feet through a central angle of 60°30'06" (chord: S31°17'44"E 1,911.37 feet); thence S1°02'41"E 460.79 feet to the point of beginning.

Contains: 39.04+/- acres

PARCEL 36-D: A portion of the SE1/4 and the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N89°12'34"W along the Section line 280.88 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 4 (four) courses and distances: Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S63°23'19"E) 28.20 feet through a central angle of 0°40'18" (chord: N26°56'50"E 28.19 feet); thence N27°16'59"E 1,067.90 feet; thence along the arc of a 545.00 foot radius curve to the left 26.39 feet through a central angle of 2°46'26" (chord: N25°53'46"E 26.38 feet); thence N24°30'33"E 884.25 feet to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 and along Parcel 1 of said Exhibit B of said deed the following 3 (three) courses and distances: S65°29'35"E 421.11 feet; thence along the arc of a 1,014.67 foot radius curve to the right 1,165.25 feet through a central angle of 65°47'56" (chord: S32°35'32"E 1,102.27 feet); thence S0°18'26"W 720.28 feet to the south line of said Section 36; thence N89°22'22"W along the Section line 1,572.93 feet to the point of beginning.

Contains: 51.84+/- acres

The Overland parcels contain 974.14+/- acres

Pony Express parcel

THE EAST 1/ 2 OF THE SOUTHWEST 1/4 AND THE WEST 1/ 2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING BEING N89°33'04"W BETWEEN THE MONUMENTS LOCATED AT THE SOUTHEAST CORNER AND THE SOUTH 1/ 4 CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASED ON THE UTAH STATE PLANE COORDINATE SYSTEM, NAD83. CONTAINS 151.00 ACRES, MORE OR LESS. *LESS AND EXCEPTING THE FOLLOWING PARCEL OF LAND THAT WAS DEEDED TO EAGLE MOUNTAIN CITY FOR USE AS*

Exhibit "A" (continued)

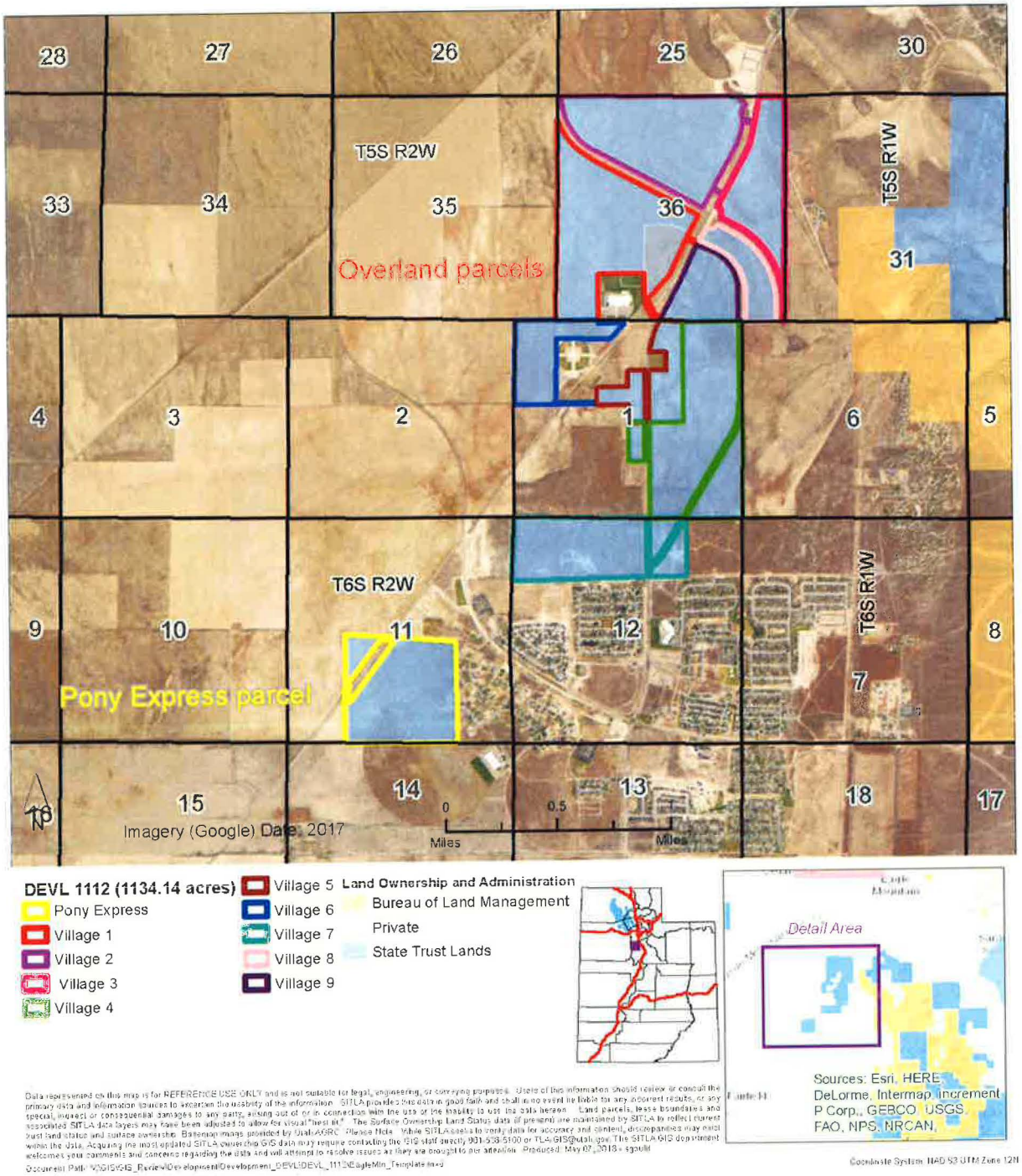
PUBLIC SPACE (PONY EXPRESS TRAIL PARK): BEGINNING AT A POINT S00°20'56"E 2911.14 FEET AND S89°39'04"W 158.94 FEET FROM THE NORTH 1/ 4 CORNER OF SECTION 11, T6S, R2W, SLB&M. BASIS OF BEARING BEING: S89°39'04"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/ 4 CORNER OF SAID SECTION 11. THENCE S36°42'15"W 1810.28 FEET; THENCE N00°05'38"W 476.33 FEET; THENCE N36° 42'15"E 1243.06 FEET; THENCE S86°22'06"E 340.48 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

The Pony Express parcel contains 141.00 +/- acres

The Property contains 1,115.14+/- acres

Exhibit "A" (continued)

General Depiction of Property:

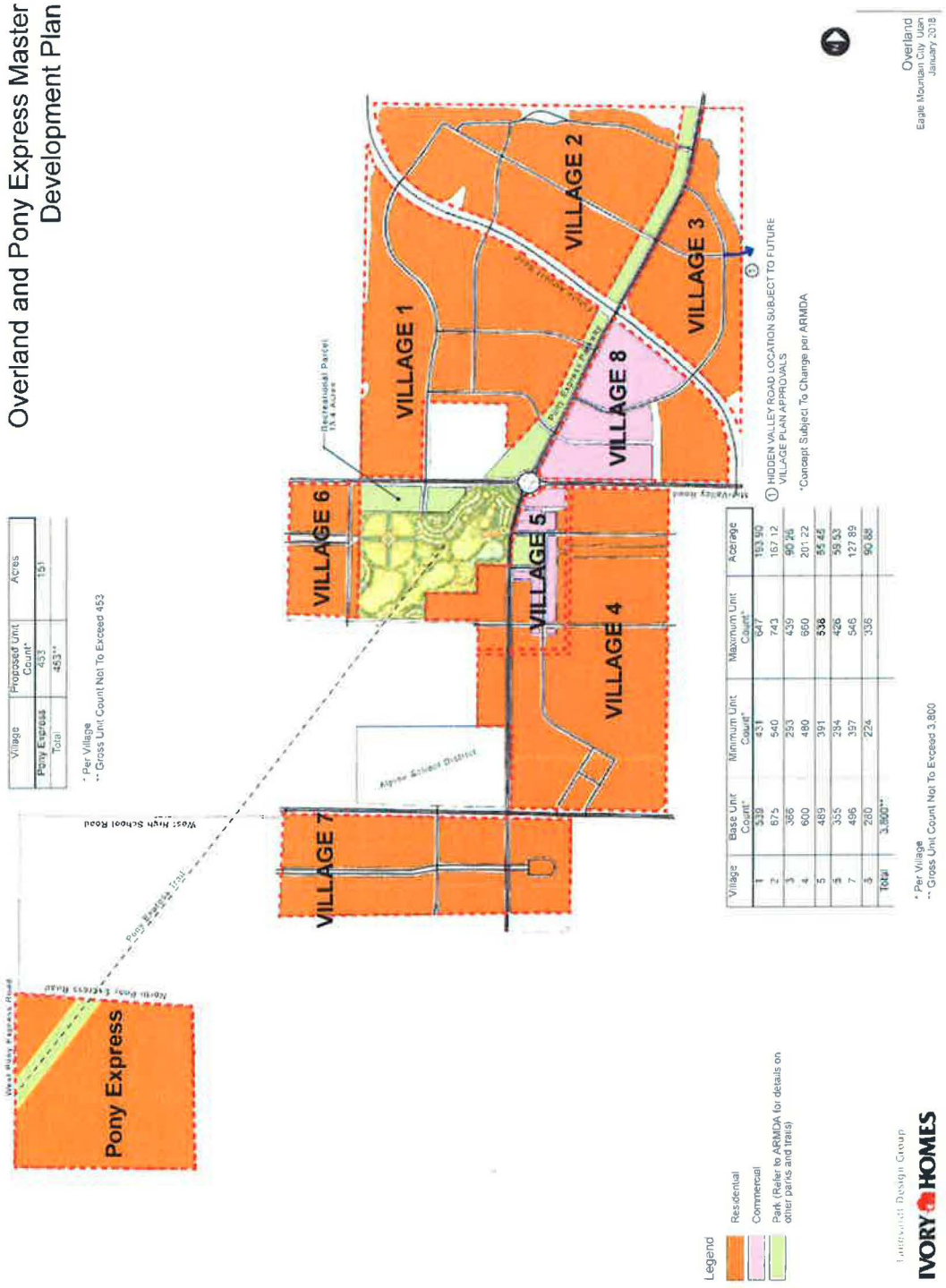


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Document Path: \\NGIS\GIS_Review\Development\Development_DEVL\DEVL_1112\EagleMtn_Template.mxd

Exhibit "B"

Master Plan



Village	Proposed Unit Count*	Acres
Pony Express	453	151
Total	453**	

* Per Village
** Gross Unit Count Not To Exceed 453

Village	Base Unit Count*	Minimum Unit Count*	Maximum Unit Count*	Acreage
1	539	431	647	193.90
2	675	540	743	167.12
3	366	293	439	90.26
4	600	480	660	201.22
5	489	391	538	85.45
6	355	284	426	59.53
7	496	397	546	127.89
8	280	224	336	90.68
Total	3,800**			

* Per Village
** Gross Unit Count Not To Exceed 3,800

Exhibit "C"

City's Vested Laws

[not attached to recorded version]

Exhibit "D"

Reimbursable Improvements

Impact Fee Reimbursements	Paid thru FY2017	Remaining to be paid to Owner	Total
Excess Capacity - 12" Water Line	$ 206,458.16	$ 217,460.84	$ 423,919.00
Excess Capacity - Airport Rd ROW	$ 107,719.64	$ 125,949.36	$ 233,669.00
Parks	$ 623,948.12	$ 476,051.88	$ 1,100,000.00
Sweetwater Rd - Construction Ph 1	$ 872,332.51	$ 430,759.49	$ 1,303,092.00
Sweetwater Rd - Initial ROW	$ 30,000.00	$ 30,000.00 (A)	$ 60,000.00
Water System Improvements	$ -	$ 750,000.00 (B)	$ 750,000.00
TOTAL	**$ 1,840,458.43**	**$ 2,030,221.57**	**$ 3,870,680.00**

Notes

(A) City-Owner agreement dated Aug. 15, 1999: DEVL 634 - Paragraph 1 (ROW value is $60,000; developer paid $30,000 in 1999).

(B) City-Owner Master Development Agreement dated Oct. 7, 2003: DEVL 703 - Paragraph IX on water system improvements; City-Owner Election of Reimbursement Agreement dated Jul. 9, 2008 for reimbursement of $750,000 advanced funds; and City-Owner Release of Funds letter dated Aug. 4, 2010.

Exhibit "E"

Parks and Open Space Examples

LARGE PARK EXAMPLES

Bellevue Park *(Draper City)*



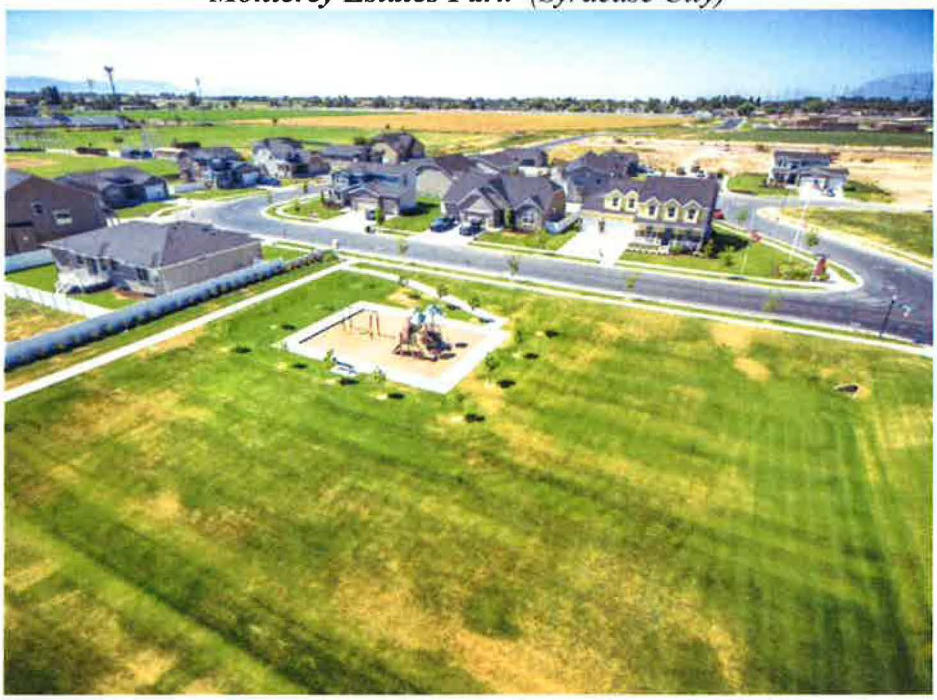
Ivory Ridge Park *(Lehi City)*



Exhibit "E" (continued)

MEDIUM PARK EXAMPLES

Monterey Estates Park *(Syracuse City)*



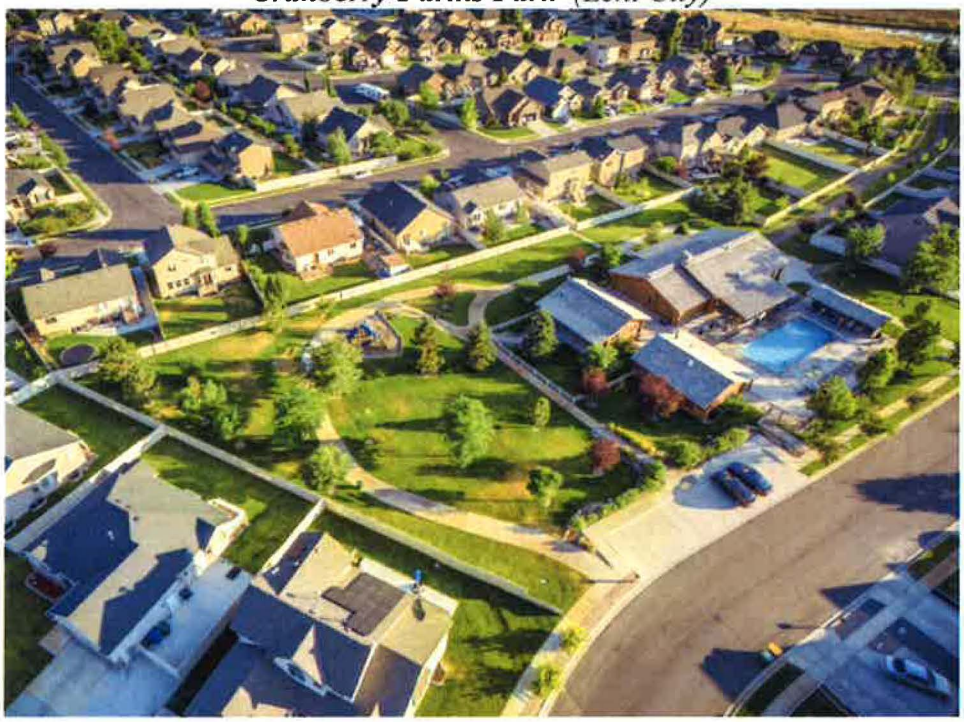
Colony Pointe Park *(Lehi City)*



Exhibit "E" (continued)

SMALL PARK EXAMPLES

Cranberry Farms Park *(Lehi City)*



Tuscan Estates Park *(South Ogden City)*

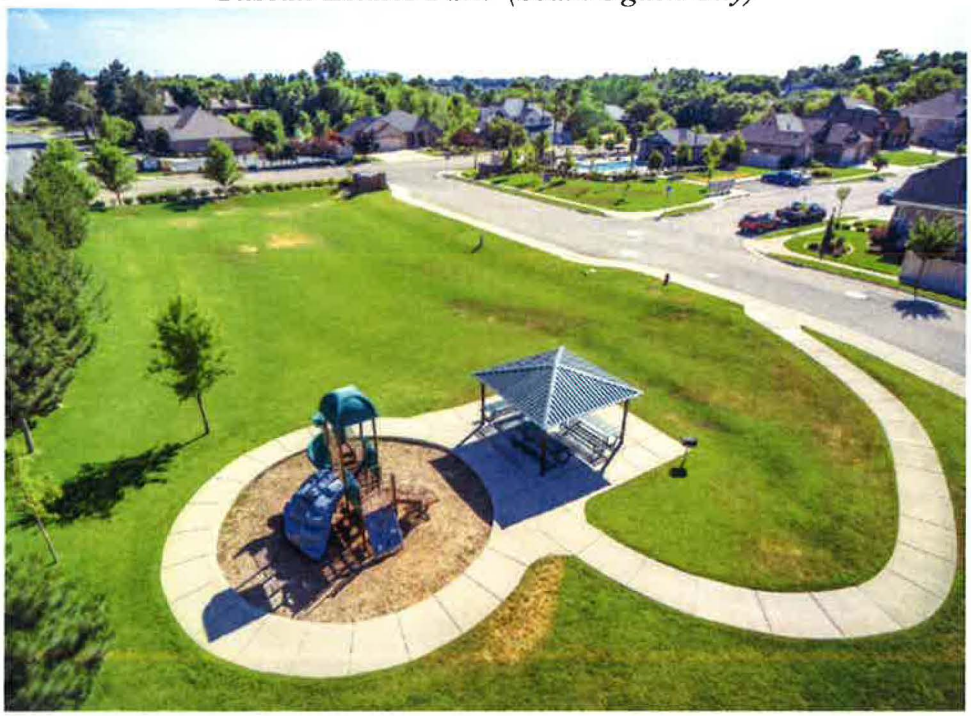


Exhibit "F"

Village 1 Parks, Open Space, Trails, and Amenities Master Plan



Exhibit "G"

Sample Owner's Dedication Language for Plats

OWNER'S DEDICATION

KNOW ALL MEN by these presents that the State of Utah, acting through the School and Institutional Trust Lands Administration, for good and valuable consideration received, does hereby dedicate and convey to Eagle Mountain City, a political subdivision of the State of Utah, for perpetual use of the public, those parcels of land designated herein as _____, as shown on this plat, and to each public utility providing utility services, non-exclusive easements over, on, under, and across the utility easements as shown or referenced on this plat. [Add use restrictions, as applicable.]

Excepting and reserving to the State of Utah all coal, oil and gas, and other mineral deposits in the dedicated lands.

In witness hereof we hereunto set our hands this _____ day of _____ 20____.

STATE OF UTAH

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

_____

_____, Director

APPROVED AS TO FORM

_____

_____, Utah Attorney General

_____ My commission expires:

_____ Notary Public
Residing in: _____

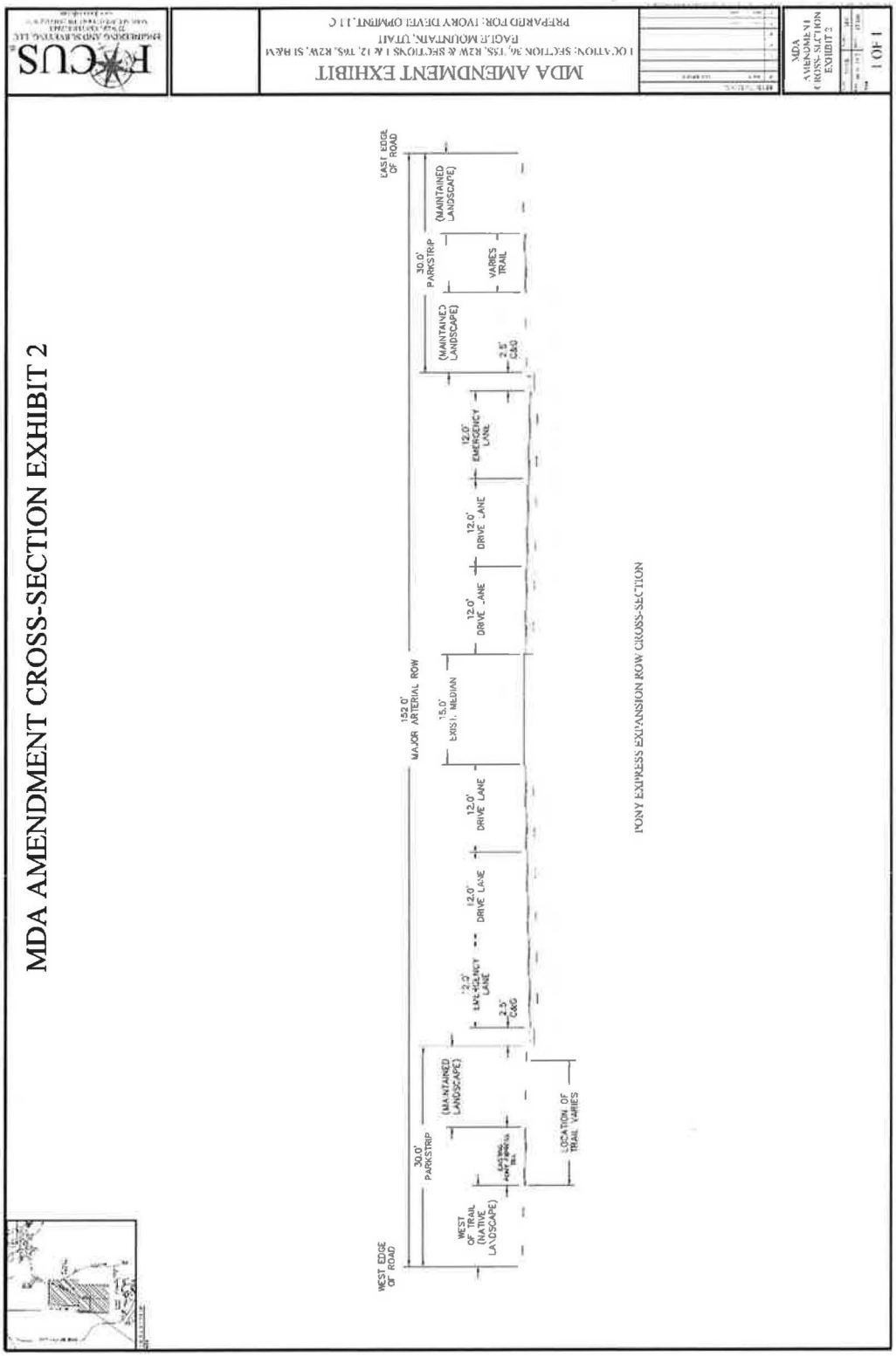
Exhibit "H"

Trails Plan



Exhibit "I"

Cross-Section of Expansion of Pony Express Parkway



	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	DISCUSSION - Drive Through Location and Aesthetic Requirements - Community Development Director, Brandon Larsen
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Brandon Larsen, Planning Director

PRESENTED BY
Brandon Larsen

RECOMMENDATION:
N/A

BACKGROUND:
Planning staff would like to have a brief discussion about the recently adopted drive-through location requirements and standards. These requirements were updated along with the other Commercial Design Standards in the fall of 2025. Since adoption of the drive-through standards. Multiple developers have expressed concern with them. The particular standard they seem to be concerned with is that drive-throughs cannot be located between the primary street and the building. These developers have either heard directly from commercial establishments, or are aware of their operation patterns, that restricting the locations of drive-throughs according to the code is extremely difficult to deal with. One developer is concerned about losing or not being able to attract prospective commercial establishments.

Staff believes the recently adopted requirements will lead to better aesthetically pleasing commercial areas, but is concerned that we don't make it onerous for commercial establishments to operate. We also want to keep the City competitive in attracting new commercial establishments. Staff wants to bring this issue to the Council's attention to see if adjustments should be made to the drive-through requirements.

ITEMS FOR CONSIDERATION:

17.72.040 Commercial Design Standards.

Table 2. Drive Through Standards

	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Drive Through Screening	NA	100% - Any drive throughs shall be screened from view from the primary street by the building (or located behind the building).	0% - Drive-throughs at pad sites shall be located to the rear or side of the building. They shall not be located between the primary street and the building.		NA
Drive Through Service Lane Standard	NA	Min. width: 10 ft Max. width: 12 ft Max. 1 permitted	Min. width: 10 ft Max. width: 12 ft Max. 2 permitted		NA
Drive Through Escape Lane	NA	1 lane, min. 10 ft wide required in addition to service lane			NA

Drive through located on the side of the building on Pad Sites in the CC or CR zone districts.



Example of a site plan with a drive-through behind the front of the building.



PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
None

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	DISCUSSION - Community Development Block Grant (CDBG) - Affordable Housing Coordinator, Kiara Polee
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	There is no impact to the City's General Fund. All funding discussed in this item consists of federal Community Development Block Grant (CDBG) funds previously awarded to the City. This update addresses the allocation, reallocation, and use of existing funds only. Any unexpended or reprogrammed CDBG funds will remain within the CDBG program and be allocated in accordance with HUD requirements and Council direction.
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Kiara Polee, Affordable Housing Coordinator

PRESENTED BY
Kiara Polee, Taylor Draney

RECOMMENDATION:
N/A

BACKGROUND:
This item provides City Council with an update on previous years projects and an overview of available CDBG funding. Requests approval to finalize the project list for HUD submission. The City has approximately $293,040 in available CDBG funds, including current and prior-year balances, with required set-asides for administration and public services. Program updates are included for transparency, noting that no funds were expended for the Commercial Affordability Program (CAP) pilot or the Senior Assistance Program during the year. Council action is required by February 26 to avoid HUD defaulting to previously submitted projects.

ITEMS FOR CONSIDERATION:
City Council is asked to review available Community Development Block Grant (CDBG) funding, consider the proposed project categories and program updates, and provide direction to finalize the FY 2026–2027 project list for submission to HUD. Consideration includes confirmation of funding priorities, reallocation of unexpended or reprogrammed funds, and authorization for staff to proceed with required submissions to remain compliant with federal timelines.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

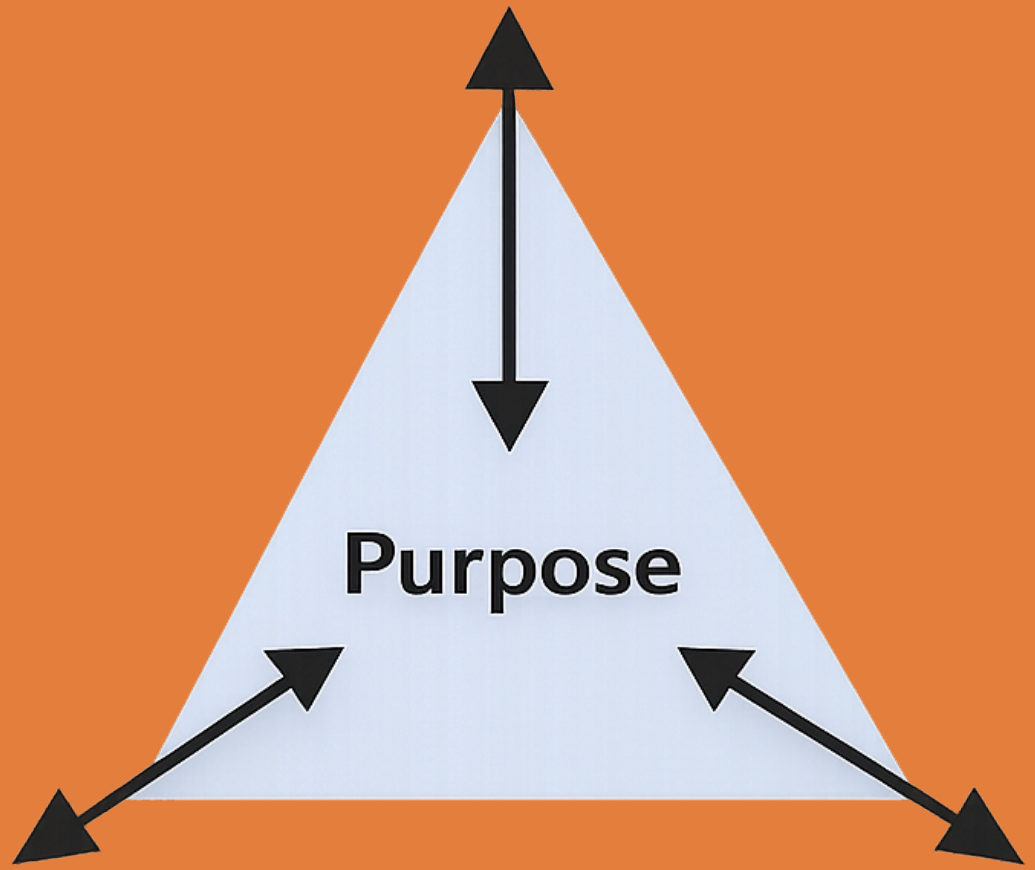
1. CDBG FY25 Presentation
2. CDBG Update

Community Development Block Grant Update

Funding Overview, Program Updates
& Council Direction



- Providing overview of CDBG funding and program updates



- Inform Council of eligible project opions

- Receive direction to finalize project list for HUD

Available Funding Overview

FY26 Anticipated Allocation: **~$239,813** **(estimate based on FY25 allocation, actual amount pending HUD announcement expected around May)**

- Public Service Cap (15%): **~$35,971**
- Fixed Administration Cost: **$32,000**

Funds Remaining From Prior Year (FY24): **$7,070**

Unused FY25 CAP funds: **$188,069.20**

Unused FY25 Senior Assistance Program funds: **$3,000**

Total CDBG Funds Available to Budget: ***$437,952.20***

2025-26 Mid-Year Program Update

Commercial Affordability Program (CAP)

- CAP introduced as a pilot initiative
- Limited commercial space at feasible lease rates
- No projects advanced
- Funds remain unallocated, pending Council direction

Senior Assistance Program

- Intended to tax prep and Medicare education
- Program not implemented during the year
- No funds expended
- Funds available for reprogramming

Other CDBG Program Highlights

- Senior Center Portables: Expanded programming capacity – Disbursed $117,000
- Senior Bus: Transportation access for seniors – Disbursed $30,000
- ADA Ramps: Accessibility and mobility improvements
- Utility Assistance: Provided water utility bill assistance
- Back to School Drive: Assisted students w/ school supplies
- Tabitha’s Way: Local food pantry

Core Eligibility Requirement

- All projects must benefit low- and moderate-income residents
- Income threshold: at least 51% served must be <80% AMI
- Presumed eligible groups include seniors, persons w/ disabilities, homeless individuals, abused/battered individuals, Illiterate adults, Persons living w/ AIDS

Timeline & Council Action

Council direction needed to finalize budget for PY26 allocation (anticipated to be ~$239,813)

(Unused PY25 funds (~$198,139.20, see slide 3 for breakdown) must also be budgeted, but the timeline is longer / more flexible

- Submission deadline for PY26 budget: **February 26, 2026**
- If no action, HUD proceeds w/ submitted projects
- Projects begin late Summer / Fall

Project Year 2026 Nonprofit Applicants

- **My Story Matters**
  Ask: $12,500
  Minimum: $7,500
  Anticipated beneficiaries: 14
- **Birthday Box**
  Ask: $7,000
  Minimum: $5,000
  Anticipated beneficiaries: 500
- **Saved By Grace Foundation**
  Ask: $35,000
  Minimum: $20,000
  Anticipated beneficiaries: 20
- **Utah County Children's Justice Center**
  Ask: $5,000
  Minimum: $5,000
  Anticipated beneficiaries: 50
- **Tabitha's Way**
  Ask: $20,000
  Minimum: $20,000
  Anticipated beneficiaries: 275,000

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

CDBG Update

Funding Overview, Eligible Activities & Required Council Action

Purpose

This update provides an overview of available Community Development Block Grant (CDBG) funding, eligible project options, and key deadlines required for HUD compliance. Council direction is required to finalize the project list for submission.

Budget Summary

FY26 Anticipated Allocation: $ 239,813

Public Service Cap (15%): $35,971 – see list of what qualifies as public service to ensure no more than 15% of the PY26 allocation is used for these projects
Fixed Administration Cost: $32,000

Funds Remaining From Prior Year (FY24): $7,070
Unused FY25 CAP funds: $188,069.20
Unused FY25 Senior Assistance Program funds: $3,000

***No prior year funding may be used for a public service project, unless it was originally programmed for a public service project in order to respect the 15% public service cap of the original grant year. The only prior year funds originally used for a public service was $3,000 budgeted for Senior Assistance.**

Total CDBG Funds Available to Budget: $437,952.20

****As part of the budget, we also need to create a contingency plan in the event the city receives more or less than anticipated from HUD. Between PY24 and PY25, the difference was ~$4k more, it will likely be a similar difference above or below this year. The contingency plan could be adding or subtracting any difference from one particular project. The contingency plan should not involve any public service project, to avoid going over the cap.***

Core Eligibility Requirement

All CDBG-funded activities must primarily benefit Low- and Moderate-Income (LMI) persons (≤80% AMI) through one of the following methods:

- Presumed Eligible Groups, including:
  - Elderly persons
  - Persons with disabilities
  - Homeless persons
  - Abused or battered individuals
  - Illiterate adults
  - Persons living with AIDS

Eligible Project Categories

The following eligible uses of funds are drawn from HUD's CDBG Matrix Code Definitions and narrowed to project types that are practical, compliant, and likely to directly benefit Eagle Mountain City residents in the upcoming program year.

1. Public Facilities & Infrastructure

- Sidewalks, crosswalks
- Streetscape improvements in LMI areas (in LMI census tract or a specific project area where surveys confirm at least 51% of residents are LMI). Could include street lighting, benches, tree planting, and landscaping, but cannot include regular maintenance, only initial installation.
- ADA accessibility improvements i.e. ADA sidewalk ramps or ADA improvements in public buildings
- Park and recreation facility improvements in LMI areas
- Community facilities upgrades (resource centers, food pantries, senior facilities)

2. Housing & Neighborhood Stability

- Owner-occupied home rehabilitation through a single-family rehab program
- Tree removal program for LMI households where trees pose a safety hazard
- Homeownership assistance (i.e. down payment assistance of up to 50%, subsidizing interest rates and mortgage principal amounts, financing already acquired property)

3. Public Services *(15% Cap Applies)*

- Food pantries and food assistance
- Resource fairs and supportive services
- Case management or financial counseling
- Utility assistance (the existing utility assistance program is still working on disseminating $15,000 of current year funds, so there is not need for new funds this year)
- Senior services
- Homeless services
- Services for persons with disabilities
- Legal services (tax help, immigration services, etc)
- Youth services
- Services for victims of domestic violence
- Child care services
- Health services
- Services for abused and neglected children
- Mental health services
- One-time neighborhood cleanup campaigns (i.e. removing graffiti, removing trash/debris from neighborhoods)

4. Economic Development

- Microenterprise and small business assistance (Can provide working capital, supplies, inventory, equipment/furniture necessary to the operation of the business for businesses with LMI owners)
- Technical assistance to LMI small business owners (Can provide one-on-one or through classes. These could be administered through the Small Business Development Center or any other local organization, or through the city)
- Rehab of publicly or privately owned commercial property through a façade program

Eligible Costs

CDBG funds may be used for:

- Project-specific staff and administration
- Professional services (engineering, architecture, consulting)
- Construction and rehabilitation costs
- Equipment and supplies (tracked for 5 years)
- Direct project expenses (e.g., utility assistance)

Key Compliance Considerations

- Environmental Review must be completed before any work begins
- Davis-Bacon applies to most construction activities
- Build America, Buy America (BABA) applies to projects $250,000+
- Each project must use one HUD Matrix Code (attached)
- Full documentation is required for reimbursement

Timeline & Council Action

- Final project list must be approved and submitted by **February 26**
- If not finalized, HUD will proceed with projects already submitted
- Council funding vote anticipated early/mid April
- Projects begin late summer / fall

Program Updates

Commercial Affordability Program (CAP) - $188,069.20
As part of the CAP pilot, staff explored potential commercial spaces and engaged in preliminary conversations to assess feasibility for Eagle Mountain residents and businesses operating at or below the 80% AMI range. Based on this initial pilot effort, limited commercial space availability at price points that could realistically pencil out presented challenges. As a result, concerns were raised regarding feasibility under current market conditions, and no CAP projects moved forward during this cycle. Funds remain unallocated pending further Council direction.

Senior Assistance - $3,000
Funds were allocated to support senior-focused education, specifically tax preparation and Medicare enrollment classes. During the program year, no formal program was created or implemented, and as a result, no expenditures occurred. The full allocation remains available for reprogramming pending Council direction.

Senior Center Portables - $17,000
The addition of the modular unit allows for more programs and activities, catering to the growing demands among local seniors for social opportunities. The new space frees up the existing areas to offer more gatherings and classes, such as quilting

groups and exercise classes, enhancing the center's role in community engagement. The relocation of the Senior Advisory Council's office and the expansion of the parking lot ensure there is enough space to accommodate regular visitors and large events. The new facilities will foster community connections and promote wellness, with activities designed to bring people together and support active lifestyles. These benefits contribute to a more welcoming and inclusive environment for the seniors in Eagle Mountain.

Senior Bus - $30,000
The Senior Bus supports transportation services for senior residents to access essential services, appointments, and community resources. The program is designed to reduce mobility barriers and support aging-in-place for low- and moderate-income seniors.

ADA Ramps/Crosswalk - $20,000
Funds were allocated for the construction of ADA-compliant ramps and accessibility improvements to improve safe access for individuals with disabilities. These improvements support compliance with accessibility standards and enhance mobility and safety within the community.

Utility Assistance - $15,000
The Eagle Mountain City Utility Assistance Program provides financial relief to eligible residents facing economic hardship by assisting with their water utility bills and is funded by a Community Development Block Grant. The program aims to ensure continued water service for qualifying homeowners that meet income eligibility requirements established by the federal Heat program. Qualifying applicants receive assistance for up to 3 calendar months per year. Assistance is applied as credit for 50% of their water bill up to maximum of $75.00 per month. The program was advertised as a summer assistance program on the city's website as it was geared to help residents during summer months when water usage is typically higher due to outdoor watering but is still listed on the website for individuals to apply. The bulk of the applications received were in summer months.

Back to School Drive - $10,679
Funds were used to support a back-to-school assistance program providing school supplies to low- and moderate-income students and families. The program aims to reduce financial burdens at the start of the school year and support educational readiness.

Tabitha's Way - $7,292
Funds supported partnership efforts with Tabitha's Way to provide food assistance to low- and moderate-income residents. This program helps address food insecurity by expanding access to pantry services and essential nutritional support.

Project Year 2026 Applicants

My Story Matters
Ask: $12,500
Minimum: $7,500
Anticipated beneficiaries: 14

What they do: Serve the homeless or those at risk of homelessness, as well as those exiting incarceration or residential treatment, within Eagle Mountain. They provide comprehensive case management, employment readiness support, and access to essential resources that address participants' housing, safety, and basic needs. They integrate individualized case management with partnerships with other providers to promote decent housing and expanded economic opportunity.
What they will fund with CDBG: personnel and supplies
Organizational capacity: MAG has never worked with this organization, but Provo City has for several years. They applied for Orem, Provo, and Utah County funds as well, and Provo gave them a 5/5 for organizational capacity and 5/5 for their pre-application site visit. This is their first year applying for CDBG, but they are experienced with HOME, which is another HUD program.

Birthday Box
Ask: $7,000
Minimum: $5,000
Anticipated beneficiaries: 500

What they do: Provides essential goods, food, educational materials, and age-appropriate cognitive engagement resources for the birthdays of children of families experiencing economic hardship. They deliver these care packages to families' homes.
What they will fund with CDBG: They are looking for funds to contribute to the purchase of a van for care package delivery.
Organizational capacity: This is a brand-new organization that has never been funded through any CDBG program. It consists of a husband and wife duo. After

meeting with them, I am not sure that this organization meets the threshold for financial management/controls. Additionally, this project does not fit snugly into a CDBG matrix code, and the purchase of vehicles with CDBG requires long-term tracking I do not think they have the capacity for at this time. I would consider this highly risky.

Utah County Children's Justice Center
Ask: $5,000
Minimum: $5,000
Anticipated beneficiaries: 50

What they do: The requested funding is to facilitate access to evidence-based, age-appropriate, trauma-specific mental health treatment for child abuse victims and their families residing in Eagle Mountain. These children and families have experienced severe sexual or physical abuse and lack the means to access the crucial therapy they urgently need. The Children's Justice Center works within a multidisciplinary team which includes child protective services, law enforcement, county attorneys, and victim advocates. Members of the multidisciplinary team ensure that the child victims they assist are referred to the therapy services provided by the CJC.
What they will fund with CDBG: They reimburse for direct therapy costs.
Organizational capacity: MAG has worked with UCCJC for many years. They are excellent partners and very experienced with CDBG. We rated them a 5/5 for organizational capacity and for their site visit. Additionally, the fee-for-service model they use for reimbursement clearly tracks that funds are only used for the individual therapy for Eagle Mountain residents, so accountability for the use of Eagle Mountain funds for only Eagle Mountain residents is excellent.

Tabitha's Way
Ask: $20,000
Minimum: $20,000
Anticipated beneficiaries: 275,000

What they do: Tabitha's Way Saratoga Springs location provides temporary food assistance for those experiencing financial hardship to the surrounding area, including Eagle Mountain.
What they will fund with CDBG: personnel
Organizational capacity: MAG has worked with Tabitha's Way for many years. They are excellent partners and very experienced with CDBG. We rated them a 5/5 for organizational capacity and for their site visit. They reliably provide clear reimbursement documentation that shows they are only reimbursing for salaries

proportional to the time spent serving Eagle Mountain residents. They also serve a very high volume of people for the funds expended. They did clarify in our pre-application meeting that $20,000 is their hard and fast minimum this year. Due to the volume of compliance paperwork required, any amount lower than this is not feasible for the effort.

Saved By Grace Foundation
Ask: $35,000
Minimum: $20,000
Anticipated beneficiaries: 20

What they do: Expands access to life skills support, community integration services, and structured programming for Eagle Mountain residents with disabilities and special needs, to improve independence outcomes.
What they will fund with CDBG: personnel
Organizational capacity: This is a brand-new nonprofit organization that is just getting off the ground. This is their first year applying for CDBG, and they have no experience with other federal grants. After meeting with them, I am not sure that this organization meets the threshold for financial management/controls at this time, with only two employees and no accountant. However, they are eager to serve Eagle Mountain clients and are working on renting their own space right now. This organization may be a great one to fund in future years once capacity is built.

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

ENGINEERING

Monday, February 2, 2026

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

SUBJECT: **Harmony phase A plat 16 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Harmony phase "A" plat 16 Bond
Revised

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

1st Bond Release	
Original Bond Amount:	$ 2,740,468.74
Previous Release Amount:	$ -
Amount to Release this Period:	$ 2,491,335.22
Amount Remaining in Bond :	$ 249,133.52

Bond Releases Summary	
#1	$ 2,491,335.22
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 2,491,335.22

2/2/2026

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.									
a	SWPPP	1	LS	$3,000.00	$3,000.00	0	1	100%	$3,000.00	$3,000.00
2	ROADWAY IMPROVEMENTS									
a	3" Asphalt Roadway	139349	SF	$1.95	$271,730.55	0	139349	100%	$271,730.55	$271,730.55
b	6" road base	139349	SF	$0.95	$132,381.55	0	139349	100%	$132,381.55	$132,381.55
c	9" subbase	139349	SF	$1.15	$160,251.35	0	139349	100%	$160,251.35	$160,251.35
d	4" sidewalk w/base	10067	LF	$27.31	$274,929.77	0	10067	100%	$274,929.77	$274,929.77
e	8' trail w/base	395	LF	$40.80	$16,116.00	0	395	100%	$16,116.00	$16,116.00
f	ADA ramps & placards	16	EA	$1,475.00	$23,600.00	0	16	100%	$23,600.00	$23,600.00
g	30" Curb & Gutter modified	9044	LF	$26.75	$241,927.00	0	9044	100%	$241,927.00	$241,927.00
h	Street Signs	7	EA	$800.00	$5,600.00	0	7	100%	$5,600.00	$5,600.00
i	Stop signs	7	EA	$900.00	$6,300.00	0	7	100%	$6,300.00	$6,300.00
3	CULINARY WATER									
a	8" C-900 water line	4759	LF	$46.00	$218,914.00	0	4759	100%	$218,914.00	$218,914.00
b	8" gate valve	19	EA	$2,550.00	$48,450.00	0	19	100%	$48,450.00	$48,450.00
c	3/4" service	122	EA	$2,125.00	$259,250.00	0	122	100%	$259,250.00	$259,250.00
d	2" service	1	EA	$9,000.00	$9,000.00	0	1	100%	$9,000.00	$9,000.00
e	Fire Hydrant	9	EA	$8,000.00	$72,000.00	0	9	100%	$72,000.00	$72,000.00
f	Sampling station	1	EA	$3,350.00	$3,350.00	0	1	100%	$3,350.00	$3,350.00
g	Stub & plug 8" temp blow off 2"	1	EA	$2,400.00	$2,400.00	0	1	100%	$2,400.00	$2,400.00
h	Connect to existing	4	EA	$3,950.00	$15,800.00	0	4	100%	$15,800.00	$15,800.00
4	SEWER									
a	8" sewer main	3181	LF	$47.00	$149,507.00	0	3181	100%	$149,507.00	$149,507.00
b	48" Sewer manholes	11	EA	$5,200.00	$57,200.00	0	11	100%	$57,200.00	$57,200.00
c	60" Sewer manholes	1	EA	$6,400.00	$6,400.00	0	1	100%	$6,400.00	$6,400.00
d	4" Sewer services	105	EA	$1,450.00	$152,250.00	0	105	100%	$152,250.00	$152,250.00
e	Connect to existing	3	EA	$2,100.00	$6,300.00	0	3	100%	$6,300.00	$6,300.00
5	STORM DRAIN									
a	Retention pond	1992	CF	$4.75	$9,462.00	0	1992	100%	$9,462.00	$9,462.00
b	18" storm drainpipe	1416	LF	$66.00	$93,456.00	0	1416	100%	$93,456.00	$93,456.00
c	15" storm drainpipe	1562	LF	$55.00	$85,910.00	0	1562	100%	$85,910.00	$85,910.00
d	Flared end section	1	EA	$700.00	$700.00	0	1	100%	$700.00	$700.00
e	3'x6' combo box	10	EA	$5,900.00	$59,000.00	0	10	100%	$59,000.00	$59,000.00
f	60" Storm drain manhole w/collars	8	EA	$5,000.00	$40,000.00	0	8	100%	$40,000.00	$40,000.00
g	2x3 catch basin	18	EA	$2,900.00	$52,200.00	0	18	100%	$52,200.00	$52,200.00
h	Snout	1	EA	$250.00	$250.00	0	1	100%	$250.00	$250.00
i	60" storm drain manhole sump in pond	1	EA	$10,000.00	$10,000.00	0	1	100%	$10,000.00	$10,000.00
j	Connect to existing 18"	2	EA	$925.00	$1,850.00	0	2	100%	$1,850.00	$1,850.00
k	Connect to existing 15"	2	EA	$925.00	$1,850.00	0	2	100%	$1,850.00	$1,850.00
	TOTAL CONSTRUCTION COST				$2,491,335.22					
	10% Bond Coverage				$249,133.52					
									Released this Period	$2,491,335.22
	TOTAL BOND AMOUNT:				$2,740,468.74					

Vince Hogge
Vince Hogge, P.E.
Engineering Director

2-9-2026
Date

Robt Ballif
Robert Ballif
Engineering Tech. II

2-9-26
Date

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

ENGINEERING

DATE: Monday, February 2, 2026
TO: Brandon Rindlisbacher
FROM: Robert Ballif Engineering Tech. II
SUBJECT: Harmony phase "A" plat 16 walk through-Updated

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

Robert Ballif – EM Engineering Tech. II

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

General Notes:

1. ~~As built CAD files.~~
2. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2-inch hole.
3. ~~Remove all the plastic covers off the ADA placards.~~
4. ~~Place street & stop signs.~~
5. ~~At the park, the sidewalk must meet ADA spec, anything over 100 feet needs an extra foot of concrete wide section of sidewalk for passing. (Info will be attached to the email).~~

Hannah St.:

1. ~~Missing sewer & water stamps and marker boards. Place a brass pin in the curb and stamp a 'S' for sewer location & a 'W' for water location on the brass pin. Place 2x4 in the lot where the lateral stubs are for water (painted blue) & sewer (painted green)~~
2. ~~Finish all ADA ramps & sidewalk.~~
3. ~~Finish all hydrant pads to city spec. Clean concrete off snake pit lid so that we can connect to the nut for locating.~~
4. ~~All sewer or storm drain manholes with a 'S' for step, 'C' for clean &/or 'G' for grout on manholes need to be addressed. Also, 'L' is for lid to be correct for what type of manhole it is.~~
5. ~~Southend blow off to be brought to grad with a hand tight plastic cap. Also, extend the curb & sidewalk to place property pins.~~

Cody St.:

1. ~~Missing sewer & water stamps and marker boards. Place a brass pin in the curb and stamp a 'S' for sewer location & a 'W' for water location on the brass pin. Place 2x4 in the lot where the lateral stubs are for water (painted blue) & sewer (painted green)~~
2. ~~Finish all ADA ramps & sidewalk.~~
3. ~~Finish all hydrant pads to city spec. Clean concrete off snake pit lid so that we can connect to the nut for locating.~~
4. ~~All sewer or storm drain manholes with a 'S' for step, 'C' for clean &/or 'G' for grout on manholes need to be addressed. Also, 'L' is for lid to be correct for what type of manhole it is.~~
5. ~~Intersection of Nathan clean water valve.~~

Janie St.:

1. ~~Missing sewer & water stamps and marker boards. Place a brass pin in the curb and stamp a 'S' for sewer location & a 'W' for water location on the brass pin. Place 2x4 in the lot where the lateral stubs are for water (painted blue) & sewer (painted green)~~
2. ~~Finish all ADA ramps & sidewalk.~~
3. ~~Finish all hydrant pads to city spec. Clean concrete off snake pit lid so that we can connect to the nut for locating.~~

4. ~~All sewer or storm drain manholes with a 'S' for step, 'C' for clean &/or 'G' for grout on manholes need to be addressed. Also, 'L' is for lid to be correct for what type of manhole it is.~~
5. ~~Lot #1626 sampling station across the road missing the pad for the sample station, complete to city spec.~~

Nathan St.:

1. ~~Missing sewer & water stamps and marker boards. Place a brass pin in the curb and stamp a 'S' for sewer location & a 'W' for water location on the brass pin. Place 2x4 in the lot where the lateral stubs are for water (painted blue) & sewer (painted green)~~
2. ~~Finish all ADA ramps & sidewalk.~~
3. ~~Finish all hydrant pads to city spec. Clean concrete off snake pit lid so that we can connect to the nut for locating.~~
4. ~~All sewer or storm drain manholes with a 'S' for step, 'C' for clean &/or 'G' for grout on manholes need to be addressed. Also, 'L' is for lid to be correct for what type of manhole it is. Lot#1639 sewer manhole holding water in the pipe.~~
5. ~~Inlet box at Rachel & Nathan section of curb to be fixed. Also, clean both inlets. Lot #1633 & 1642.~~

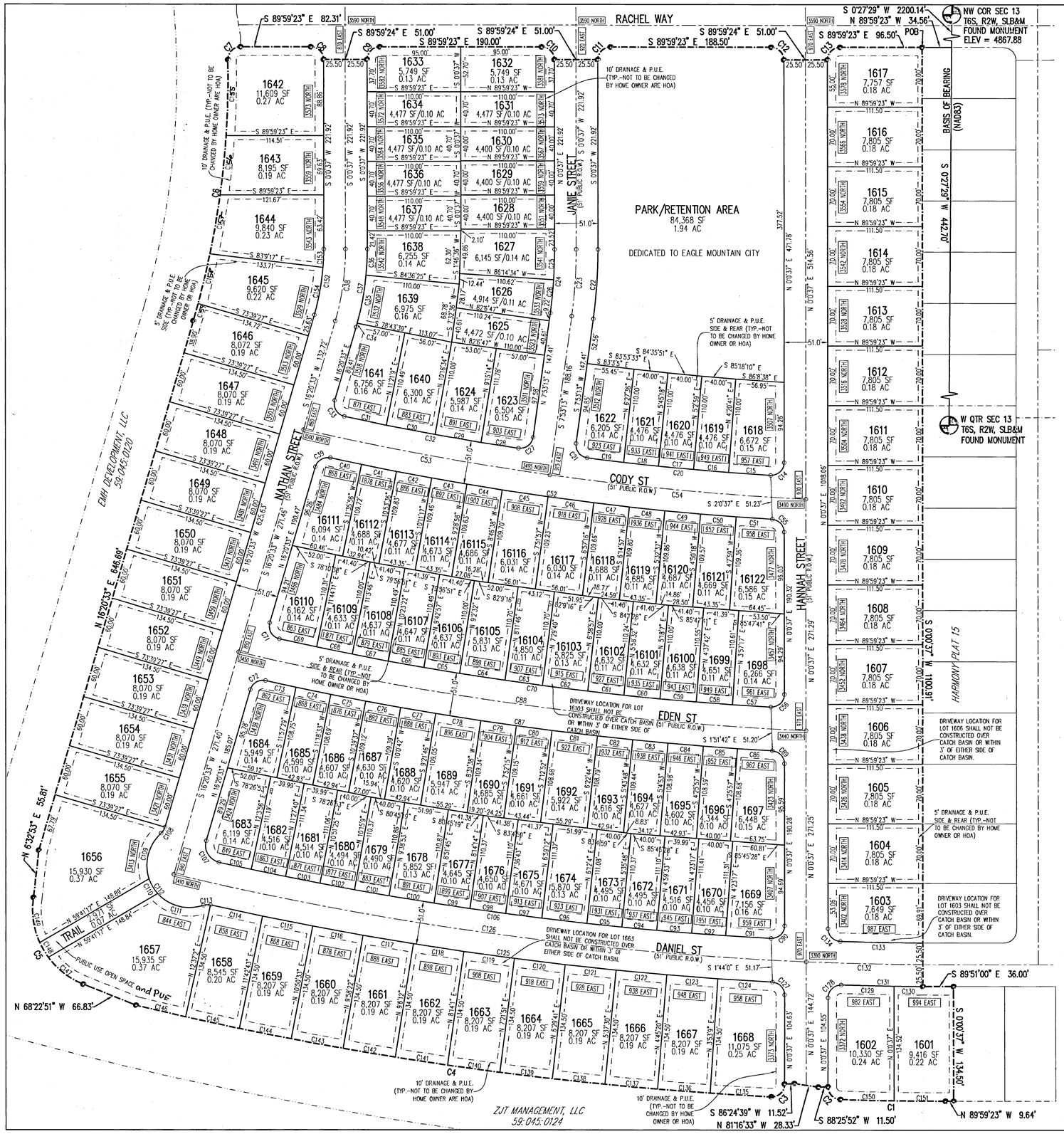
Eden St.:

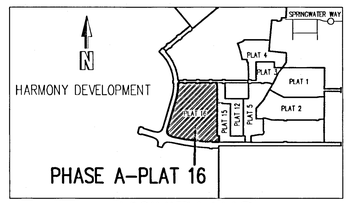
1. ~~Missing sewer & water stamps and marker boards. Place a brass pin in the curb and stamp a 'S' for sewer location & a 'W' for water location on the brass pin. Place 2x4 in the lot where the lateral stubs are for water (painted blue) & sewer (painted green)~~
2. ~~Finish all ADA ramps & sidewalk.~~
3. ~~Finish all hydrant pads to city spec. Clean concrete off snake pit lid so that we can connect to the nut for locating.~~
4. ~~All sewer or storm drain manholes with a 'S' for step, 'C' for clean &/or 'G' for grout on manholes need to be addressed. Also, 'L' is for lid to be correct for what type of manhole it is.~~

Daniel St.:

1. ~~Missing sewer & water stamps and marker boards. Place a brass pin in the curb and stamp a 'S' for sewer location & a 'W' for water location on the brass pin. Place 2x4 in the lot where the lateral stubs are for water (painted blue) & sewer (painted green)~~
2. ~~Finish all ADA ramps & sidewalk.~~
3. ~~Finish all hydrant pads to city spec. Clean concrete off snake pit lid so that we can connect to the nut for locating.~~
4. ~~All sewer or storm drain manholes with a 'S' for step, 'C' for clean &/or 'G' for grout on manholes need to be addressed. Also, 'L' is for lid to be correct for what type of manhole it is.~~

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 entering warranty.



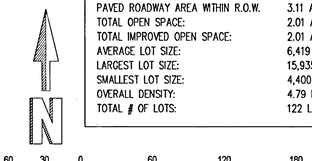


VICINITY MAP

NTS

PHASE A – PLAT 16 CALCULATIONS

TOTAL ACREAGE:	25.46 ACRES
BUILDABLE ACREAGE:	25.46 ACRES
TOTAL ACREAGE IN LOTS:	17.98 ACRES
PUBLIC RIGHT-OF-WAY:	5.48 ACRES
PAVED ROADWAY AREA WITHIN R.O.W.	3.11 ACRES
TOTAL OPEN SPACE:	2.01 ACRES
TOTAL IMPROVED OPEN SPACE:	2.01 ACRES
AVERAGE LOT SIZE:	6,419 SF/0.15 ACRES
LARGEST LOT SIZE:	15,935 SF/0.37 ACRES
SMALLEST LOT SIZE:	4,400 SF/0.10 ACRES
OVERALL DENSITY:	4.79 LOTS/ACRE
TOTAL # OF LOTS:	122 LOTS



ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 10-9a-603, Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

ROCKY MOUNTAIN POWER — 5/21/25 DATE

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1Tariff.

DIRECT COMMUNICATIONS — 5/21/25 DATE

Enbridge Gas Utah – NOTE:

Questar Gas Company, dba Enbridge Gas Utah ("Enbridge"), approves this plat solely to confirm that the plat contains public utility easements. This approval does not (a) affect any right Enbridge has under Title 54, Chapter 8a, a recorded easement or right-of-way, prescriptive rights, or any provision of law; (b) constitute acceptance of any terms contained in any portion of the plat; and (c) guarantee any terms or waive Enbridge's right to require additional easements for gas service.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

Approved this 29 day of May, 2025

By _____

Title Pipeline Rep II

FIRSTDIGITAL TELECOM

FirstDigital Telecom certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the FirstDigital Telecom Utah No.1Tariff.

FIRSTDIGITAL TELECOM — 5/21/2025 DATE

SURVEYOR:

AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, A.D., 20____

CITY ATTORNEY

SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY 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 IN LOTS, BLOCKS, STREETS, AND EASEMENTS 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.

MAY 19, 2025
DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point located South 00°27'29" West 2200.14 feet along the Section line and North 89°59'23" West 34.56 feet along Rachel Way right-of way from the Northwest corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian;

thence South 00°00'37" West, a distance of 1,100.91 feet; thence South 89°51'00" East, a distance of 36.00 feet; thence South 00°00'37" West, a distance of 134.50 feet; thence North 89°59'23" West, a distance of 9.64 feet; thence along the arc of a 4,088.00 foot radius curve to the right through a central angle of 01°43'43" for 123.33 feet (chord bears North 89°07'32" West 123.32 feet); thence along the arc of a 15.00 foot radius curve to the right through a central angle of 88°16'18" for 23.11 feet (chord bears North 44°07'32" West 20.89 feet); thence along a line non-tangent to said curve, South 88°25'52" West, a distance of 11.50 feet; thence North 81°16'33" West, a distance of 28.33 feet; thence South 86°24'39" West, a distance of 11.52 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 92°52'07" for 24.31 feet (chord bears South 46°26'41" West 21.74 feet); thence along the arc of a 4,088.00 foot radius curve to the right through a central angle of 10°34'30" for 754.52 feet (chord bears North 81°50'00" West 753.45 feet); thence along a line non-tangent to said curve, North 68°22'51" West, a distance of 66.83 feet; thence along the arc of a 94.00 foot radius curve to the right through a central angle of 77°08'40" for 126.56 feet (chord bears North 29°48'31" West 117.22 feet); thence along a line non-tangent to said curve, North 06°32'53" East, a distance of 55.81 feet; thence North 16°20'33" East, a distance of 646.69 feet; thence along the arc of a 1,020.00 foot radius curve to the left through a central angle of 17°24'04" for 309.78 feet (chord bears North 07°38'31" East 308.59 feet); thence along the arc of a 15.00 foot radius curve to the right through a central angle of 91°04'07" for 23.84 feet (chord bears North 44°28'33" East 21.41 feet); thence South 89°59'23" East, a distance of 82.31 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears North 45°00'37" East 21.21 feet); thence South 89°59'23" East, a distance of 190.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears North 45°00'37" East 21.21 feet); thence South 89°59'23" East, a distance of 188.50 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears North 45°00'37" East 21.21 feet); thence South 89°59'23" East, a distance of 96.50 feet to the point of beginning.

Containing 1,109,205 square feet or 25.4638 acres, more or less.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces 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.

OWNER(S):
PRINTED NAME OF OWNER
Meritage Homes of Utah Inc.

AUTHORIZED SIGNATURE(S) Division Vice President
5/21/2025

ENT 42857:2025 PG 1 OF 2
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Aug 20 12:43 PM FEE 344.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

ACKNOWLEDGMENT
Mike Banner

On the 21 day of May, 2025 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 2/13/2029 — NOTARY PUBLIC SIGNATURE

7416161 — COMMISSION NUMBER

Eden Seely — PRINTED FULL NAME OF NOTARY

EDEN SEELY
NOTARY PUBLIC
COMMISSION# 7416161
COMM. EXP. 02-13-2029

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT 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 1st DAY OF July, 2025

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED BY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

19869 1of2

FINAL PLAT 16

HARMONY PHASE A

SUBDIVISION

LOCATED IN THE EAST HALF OF SEC 14, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

Surveyor's Seal	Notary Public Seal	City Engineer Seal	Clerk-Recorder Seal
PROFESSIONAL ENGINEER AARON D. THOMAS 6418780 5-19-25 STATE OF UTAH		PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R. HOGGE 6-3-2025 STATE OF UTAH	EAGLE MOUNTAIN CORPORATE SEAL

T0078 JW
Sec 14, T6S, R2W, SLB&M

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	4088.00	123.33	1°43'43"	123.32	N 89°7'32" W
C2	15.00	23.11	88°16'18"	20.89	N 44°7'32" W
C3	15.00	24.31	92°52'7"	21.74	S 46°26'41" W
C4	4088.00	754.52	10°34'30"	753.45	N 81°50'0" W
C5	94.00	126.56	77°8'40"	117.22	N 29°48'31" W
C6	1020.00	309.78	17°24'4"	308.59	N 7°38'31" E
C7	15.00	23.84	91°4'7"	21.41	N 44°28'33" E
C8	15.00	23.56	90°0'0"	21.21	S 44°59'23" E
C9	15.00	23.56	90°0'0"	21.21	N 45°0'37" E
C10	15.00	23.56	90°0'0"	21.21	S 44°59'23" E
C11	15.00	23.56	90°0'0"	21.21	N 45°0'37" E
C12	15.00	23.56	90°0'0"	21.21	S 44°59'23" E
C13	15.00	23.56	90°0'0"	21.21	N 45°0'37" E
C14	15.00	24.48	93°29'36"	21.85	S 46°45'25" W
C15	3360.50	49.34	0°50'29"	49.34	N 86°4'33" W
C16	3360.50	41.35	0°42'18"	41.35	N 85°18'10" W
C17	3360.50	41.35	0°42'18"	41.35	N 84°35'51" W
C18	3360.50	41.35	0°42'18"	41.35	N 83°53'33" W
C19	3360.50	43.01	0°44'0"	43.01	N 83°10'24" W
C20	3360.50	216.41	3°41'23"	216.37	N 84°39'6" W
C21	15.00	23.74	90°41'37"	21.34	N 37°27'36" W
C22	596.50	82.00	7°52'36"	81.94	N 3°56'55" E
C23	571.00	78.50	7°52'36"	78.44	S 3°56'55" W
C24	545.50	74.99	7°52'36"	74.93	S 3°56'55" W
C25	545.50	35.67	3°44'49"	35.67	S 1°53'1" W
C26	545.50	39.32	4°7'47"	39.31	S 5°49'19" W
C27	15.00	23.74	90°41'37"	21.34	S 53°14'1" W
C28	3360.50	44.49	0°45'31"	44.49	N 81°2'25" W
C29	3360.50	54.95	0°56'13"	54.95	N 80°11'33" W
C30	3360.50	58.14	0°59'29"	58.14	N 79°13'42" W
C31	3360.50	50.42	0°51'35"	50.42	N 78°18'10" W
C32	3360.50	208.00	3°32'47"	207.97	N 79°38'47" W
C33	15.00	24.67	94°12'56"	21.98	N 30°45'55" W
C34	325.50	4.75	0°50'12"	4.75	S 15°55'27" W
C35	325.50	57.45	10°6'45"	57.38	N 10°26'58" E
C36	325.50	30.58	5°22'58"	30.57	N 2°42'6" E
C37	325.50	92.78	16°19'56"	92.47	N 8°10'35" E
C38	300.00	85.52	16°19'56"	85.23	S 8°10'35" W
C39	15.00	22.48	85°53'3"	20.44	N 59°17'5" E
C40	3411.50	37.38	0°37'40"	37.38	S 78°5'14" E
C41	3411.50	42.00	0°42'19"	42.00	S 78°45'14" E
C42	3411.50	42.00	0°42'19"	42.00	S 79°27'33" E
C43	3411.50	42.00	0°42'19"	42.00	S 80°9'53" E
C44	3411.50	42.00	0°42'19"	42.00	S 80°52'12" E
C45	3411.50	54.27	0°54'41"	54.27	S 81°40'42" E
C46	3411.50	54.27	0°54'41"	54.27	S 82°35'23" E
C47	3411.50	42.00	0°42'19"	42.00	S 83°23'54" E
C48	3411.50	42.00	0°42'19"	42.00	S 84°6'13" E
C49	3411.50	42.00	0°42'19"	42.00	S 84°48'32" E
C50	3411.50	42.00	0°42'19"	42.00	S 85°30'52" E
C51	3411.50	42.40	0°42'43"	42.40	S 86°13'23" E
C52	3411.50	524.32	8°48'21"	523.80	S 82°10'34" E
C53	3386.00	294.15	4°58'39"	294.05	S 79°37'28" E
C54	3386.00	302.07	5°6'41"	301.97	S 84°40'8" E
C55	15.00	22.67	86°35'22"	20.57	S 43°17'4" E
C56	15.00	24.41	93°13'52"	21.80	S 46°37'33" W
C57	3631.50	45.21	0°42'48"	45.21	N 86°24'7" W
C58	3631.50	42.69	0°40'25"	42.69	N 85°42'30" W
C59	3631.50	42.69	0°40'25"	42.69	N 85°2'5" W
C60	3631.50	42.69	0°40'25"	42.69	N 84°21'40" W
C61	3631.50	42.69	0°40'25"	42.69	N 83°41'15" W
C62	3631.50	53.57	0°50'43"	53.57	N 82°55'42" W
C63	3631.50	44.47	0°42'6"	44.47	N 82°9'17" W
C64	3631.50	53.62	0°50'46"	53.62	N 81°22'51" W
C65	3631.50	42.69	0°40'25"	42.69	N 80°37'16" W
C66	3631.50	42.69	0°40'25"	42.69	N 79°56'51" W
C67	3631.50	42.69	0°40'25"	42.69	N 79°16'26" W
C68	3631.50	42.69	0°40'25"	42.69	N 78°36'1" W
C69	3631.50	44.80	0°42'24"	44.80	N 77°54'36" W
C70	3631.50	583.23	9°12'6"	582.60	N 82°9'27" W
C71	15.00	24.58	93°53'57"	21.92	N 30°36'26" W
C72	15.00	22.56	86°11'11"	20.50	N 59°26'8" E
C73	3682.50	36.69	0°34'15"	36.69	S 77°45'24" E
C74	3682.50	41.70	0°38'56"	41.70	S 78°21'59" E
C75	3682.50	41.70	0°38'56"	41.70	S 79°0'55" E
C76	3682.50	41.70	0°38'56"	41.70	S 79°39'50" E
C77	3682.50	41.70	0°38'56"	41.70	S 80°18'46" E
C78	3682.50	53.70	0°50'8"	53.70	S 81°3'18" E
C79	3682.50	42.19	0°39'23"	42.19	S 81°48'3" E
C80	3682.50	42.19	0°39'23"	42.19	S 82°27'27" E
C81	3682.50	53.70	0°50'8"	53.70	S 83°12'12" E
C82	3682.50	41.70	0°38'56"	41.70	S 83°56'44" E
C83	3682.50	41.70	0°38'56"	41.70	S 84°35'40" E
C84	3682.50	41.70	0°38'56"	41.70	S 85°14'35" E
C85	3682.50	40.00	0°37'21"	40.00	S 85°52'43" E
C86	3682.50	41.10	0°38'22"	41.10	S 86°30'35" E
C87	3682.50	601.47	9°21'30"	600.80	S 82°9'1" E
C88	3657.00	673.50	10°33'7"	672.54	S 82°9'13" E
C89	15.00	22.73	86°50'23"	20.62	S 43°24'34" E
C90	15.00	24.35	93°0'21"	21.76	S 46°30'47" W
C91	3902.50	53.45	0°47'5"	53.45	N 86°35'30" W
C92	3902.50	40.00	0°35'14"	40.00	N 85°54'20" W
C93	3902.50	41.16	0°36'16"	41.16	N 85°18'35" W
C94	3902.50	41.16	0°36'16"	41.16	N 84°42'20" W
C95	3902.50	41.16	0°36'16"	41.16	N 84°6'4" W
C96	3902.50	53.51	0°47'8"	53.51	N 83°24'22" W
C97	3902.50	42.58	0°37'31"	42.58	N 82°42'2" W
C98	3902.50	42.58	0°37'31"	42.58	N 82°4'31" W
C99	3902.50	42.58	0°37'31"	42.58	N 81°27'1" W
C100	3902.50	53.51	0°47'8"	53.51	N 80°44'41" W
C101	3902.50	41.16	0°36'16"	41.16	N 80°2'59" W
C102	3902.50	41.16	0°36'16"	41.16	N 79°26'43" W
C103	3902.50	41.16	0°36'16"	41.16	N 78°50'28" W
C104	3902.50	41.16	0°36'16"	41.16	N 78°14'12" W
C105	3902.50	38.91	0°34'17"	38.91	N 77°38'56" W
C106	3902.50	655.29	9°37'15"	654.52	N 82°10'25" W
C107	20.00	32.71	93°42'20"	29.18	N 30°30'37" W
C108	15.00	8.43	32°12'15"	8.32	S 32°26'41" W
C109	50.00	58.75	67°19'18"	55.43	S 14°53'9" W
C110	50.00	20.14	23°4'26"	20.00	S 30°18'43" E
C111	50.00	58.89	67°29'14"	55.55	S 75°35'33" E
C112	50.00	137.78	157°52'58"	98.14	S 30°23'41" E
C113	15.00	8.37	31°57'12"	8.26	N 86°38'26" E
C114	3953.50	62.47	0°54'19"	62.47	S 77°50'7" E
C115	3953.50	60.00	0°52'10"	60.00	S 78°43'22" E
C116	3953.50	60.00	0°52'10"	60.00	S 79°35'33" E
C117	3953.50	60.00	0°52'10"	60.00	S 80°27'43" E
C118	3953.50	60.00	0°52'10"	60.00	S 81°19'53" E
C119	3953.50	60.00	0°52'10"	60.00	S 82°12'4" E
C120	3953.50	60.00	0°52'10"	60.00	S 83°4'14" E
C121	3953.50	60.00	0°52'10"	60.00	S 83°56'25" E
C122	3953.50	60.00	0°52'10"	60.00	S 84°48'35" E
C123	3953.50	60.00	0°52'10"	60.00	S 85°40'45" E
C124	3953.50	64.26	0°55'53"	64.26	S 86°34'47" E
C125	3953.50	666.74	9°39'46"	665.95	S 82°12'51" E
C126	3928.00	750.77	10°57'4"	749.62	S 82°7'51" E
C127	15.00	22.79	87°3'20"	20.66	S 43°31'3" E
C128	15.00	24.03	91°46'26"	21.54	N 45°53'50" E
C129	3953.50	62.05	0°53'57"	62.05	S 88°39'56" E
C130	3953.50	34.00	0°29'34"	34.00	S 89°21'41" E
C131	3953.50	96.06	1°23'31"	96.05	S 88°54'43" E
C132	3928.00	137.05	1°59'57"	137.04	N 88°36'21" W
C133	3902.50	96.99	1°25'27"	96.99	N 88°53'27" W
C134	15.00	23.09	88°11'21"	20.88	N 44°5'3" W
C135	4088.00	71.84	1°0'25"	71.84	N 86°37'3" W
C136	4088.00	62.04	0°52'10"	62.04	N 85°40'45" W
C137	4088.00	62.04	0°52'10"	62.04	N 84°48'35" W
C138	4088.00	62.04	0°52'10"	62.04	N 83°56'25" W
C139	4088.00	62.04	0°52'10"	62.04	N 83°4'14" W
C140	4088.00	62.04	0°52'10"	62.04	N 82°12'4" W
C141	4088.00	62.04	0°52'10"	62.04	N 81°19'53" W
C142	4088.00	62.04	0°52'10"	62.04	N 80°27'43" W
C143	4088.00	62.04	0°52'10"	62.04	N 79°35'33" W
C144	4088.00	62.04	0°52'10"	62.04	N 78°43'22" W
C145	4088.00	64.60	0°54'19"	64.60	N 77°50'7" W
C146	4088.00	59.70	0°50'12"	59.70	N 76°57'52" W
C147	94.00	52.19	31°48'42"	51.52	N 52°28'30" W
C148	94.00	20.04	12°12'49"	20.00	N 30°27'44" W
C149	94.00	54.34	33°7'8"	53.58	N 7°47'45" W
C150	4088.00	62.97	0°52'57"	62.97	S 88°42'9" E
C151	4088.00	60.36	0°50'45"	60.36	S 89°34'1" E
C152	274.50	78.25	16°19'56"	77.98	S 8°10'35" W
C153	274.50	21.49	4°29'7"	21.48	S 2°15'10" W
C154	274.50	56.76	11°50'50"	56.66	S 10°25'8" W
C155	1020.00	88.64	4°58'46"	88.61	S 1°25'51" W
C156	1020.00	70.01	3°55'58"	70.00	S 5°53'13" W
C157	1020.00	70.01	3°55'58"	70.00	S 9°49'11" W
C158	1020.00	60.01	3°22'16"	60.00	S 13°28'18" W
C159	1020.00	21.11	1°11'8"	21.11	S 15°44'59" W

PLAT NOTES:

1. ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

2. IF A STRUCTURE IS CONSTRUCTED WITH LESS THAN AN EIGHT-FOOT SETBACK, PIPING OR OTHER APPROVED DRAINAGE SYSTEM SHALL BE INSTALLED IN THAT SIDE YARD PRIOR TO OCCUPANCY, SENDING THE WATER AT LEAST 10 FEET DOWNHILL AWAY FROM THE FOUNDATION (IN CONFORMANCE TO THE CURRENT INTERNATIONAL RESIDENTIAL CODE)

3. NO MORE THAN THREE HOMES OF THE SAME ELEVATION OR COLOR SHALL BE LOCATED ALONG A SINGLE ROW OF HOMES. (PER PARAGRAPH 8 OF THE HARMONY DEVELOPMENT AGREEMENT).

4. SETBACKS: FRONT=15', DRIVEWAY=22', REAR=20', CORNER=15', SIDE=10' TOTAL (MIN. 5' ON ONE SIDE)

5. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.

6. LANDSCAPE ESCROW SHOULD BE COLLECTED FOR THIS PLAT.

7. STORM DRAIN EASEMENT AND FINISH GRADES TO BE MAINTAINED AND NOT CHANGED BY HOA OR HOMEOWNER.

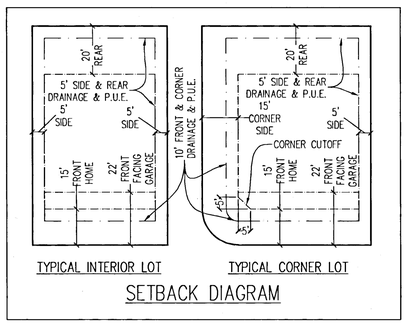
FIRE NOTE:

NINE (9) FIRE HYDRANTS MEET IFC REQUIREMENTS. NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.

LOT DRAINAGE NOTES:

1. ALL LOTS ARE TO RETAIN ALL STORM WATER RUNOFF ON THEIR OWN LOT OR STORM WATER CAN BE DISCHARGED FROM THEIR LOT DIRECTLY INTO THE PUBLIC ROADWAY. HOWEVER, NO STORM WATER IS PERMITTED TO DRAIN ONTO AN ADJACENT LOT.

2. ALL ROOF DRAINS FOR NEW HOMES ARE TO BE PIPED TO THE FRONT OF THE HOME SO THAT STORM WATER DISCHARGE FROM THE ROOF WILL DISCHARGE TO THE PUBLIC STREET.



SETBACK DIAGRAM

19869 242

ENT 42883:2025 PG 2 of 2
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Aug 20 12:43 PM FEE 34.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

FINAL PLAT 16

HARMONY PHASE A

SUBDIVISION

LOCATED IN THE EAST HALF OF SEC 14, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

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

ENGINEERING

Wednesday, February 4, 2026

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

SUBJECT: **Ranches Crossing into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Ranches Crossing Bond
Reduced

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

2nd Bond Release	
Original Bond Amount:	$ 117,298.35
Previous Release Amount:	$ 27,630.00
Amount to Release this Period:	$ 61,798.10
Amount Remaining in Bond :	$ 27,870.25

Bond Releases Summary	
#1	$ 61,798.10
#2	$ 27,630.00
#3	$ -
#4	$ -
TOTAL	$ 89,428.10

2/4/2026

							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/SITE										
a	Mobilization/traffic	1	0.5	LS	$12,500.00	$6,250.00	0	1	50%	$6,250.00	$6,250.00
b	Demo	1	0.5	LS	$12,000.00	$6,000.00	0	1	50%	$6,000.00	$6,000.00
c	SWPPP	1	0.5	LS	$9,000.00	$4,500.00	0	1	50%	$4,500.00	$4,500.00
d	Strip & stockpile topsoil	22630	11315	SF	$0.10	$1,131.50	0	22630	50%	$1,131.50	$1,131.50
e	Mass grade	1257	628.5	CY	$25.00	$15,712.50	0	1257	50%	$15,712.50	$15,712.50
2	ROADWAY IMPROVEMENTS										
a	5" asphalt-Ranches Pkwy	3283	0	SF	$3.80	$0.00	0	3283	100%	$0.00	$0.00
b	9" road base-Ranches Pkwy	3283	0	SF	$1.45	$0.00	0	3283	100%	$0.00	$0.00
c	18" e-fill-Ranches Pkwy	3283	0	SF	$2.40	$0.00	0	3283	100%	$0.00	$0.00
d	3" asphalt-Clear Rock Rd	11167	11167	SF	$2.30	$25,684.10	0	11167	100%	$25,684.10	$25,684.10
e	6" road base-Clear Rock Rd	11167	0	SF	$1.00	$0.00	0	11167	100%	$0.00	$0.00
f	9" e-fill-Clear Rock Rd	11167	0	SF	$1.20	$0.00	0	11167	100%	$0.00	$0.00
g	24"-30" curb & gutter & curb wall	1260	0	LF	$55.00	$0.00	0	1260	100%	$0.00	$0.00
h	4' water way	120	120	SF	$21.00	$2,520.00	0	120	100%	$2,520.00	$2,520.00
i	4" sidewalk	3070	3070	SF	$9.00	$27,630.00	3,070	0	100%	$0.00	$27,630.00
3	CULINARY WATER										
a	8" culinary water c-900 w/fittings	54	0	LF	$72.00	$0.00	0	54	100%	$0.00	$0.00
b	Connect to existing	1	0	EA	$6,700.00	$0.00	0	1	100%	$0.00	$0.00
4	SEWER										
a	8" sewer main line	234	0	LF	$65.00	$0.00	0	234	100%	$0.00	$0.00
b	48" sewer manholes	1	0	EA	$7,000.00	$0.00	0	1	100%	$0.00	$0.00
c	Connect to existing	1	0	EA	$2,300.00	$0.00	0	1	100%	$0.00	$0.00
5	STORM DRAIN										
a	15" storm drainpipe	20	0	LF	$80.00	$0.00	0	20	100%	$0.00	$0.00
	TOTAL CONSTRUCTION COST					$89,428.10					
	Original 10% Bond Coverage					$27,870.25					
	TOTAL BOND AMOUNT:					$117,298.35				Released this Period	$61,798.10

Vince Hogge, P.E.
Engineering Director

2-9-2026
Date

Robert Ballif
Engineering Tech. II

2-9-26
Date

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

ENGINEERING

DATE: Wednesday, February 4, 2026
TO: Brian Haskell
FROM: Robert Ballif Engineering Tech. II
SUBJECT: Ranches Crossing walk through-Updated

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

Robert Ballif – EM Engineering Tech. II

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

General Notes:

1. ~~As built CAD files.~~
2. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2-inch hole.
3. ~~Place 2x4 marker boards for the sewer stubs painted green.~~
4. ~~Add step to the new manhole on site.~~
5. ~~Blow off to be brought to grade with valve tower over the blow off, remove 90 deg bend and place hand tight cap.~~

Clear Rock Rd.:

1. ~~Crack seal the seams between the asphalt path and the sidewalk ADA ramps.~~
2. ~~Place Street and stop signs onto Pony Express.~~

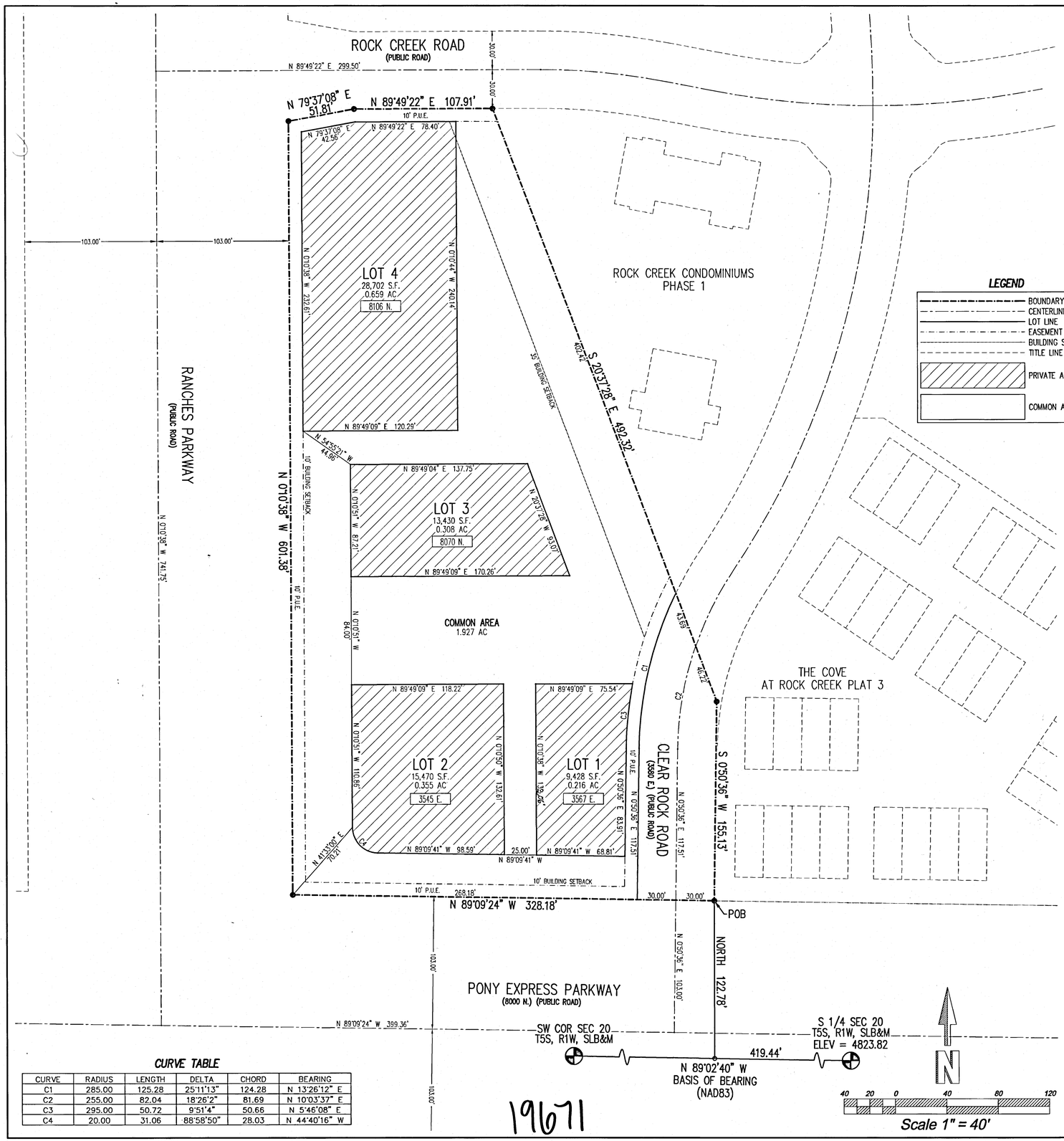
Rock Creek Rd.:

1. ~~Sections of sidewalk to be replaced.~~

Ranches Pkwy.:

1. ~~Crack seal the seams between the asphalt path and the sidewalk ADA ramps.~~

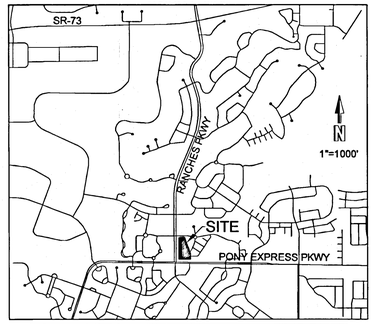
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for entering warranty.



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	285.00	125.28	25°11'13"	124.28	N 13°26'12" E
C2	255.00	82.04	18°26'2"	81.69	N 10°03'37" E
C3	295.00	50.72	9°51'4"	50.66	N 5°46'08" E
C4	20.00	31.06	88°58'50"	28.03	N 44°40'16" W

VICINITY MAP



LEGEND

- BOUNDARY LINE
- CENTERLINE ROAD
- LOT LINE
- EASEMENT LINE
- BUILDING SETBACK
- TITLE LINE
- PRIVATE AREA
- COMMON AREA

RANCHES CROSSING PLAT A CALCULATIONS

TOTAL ACREAGE:	3.739 ACRES
TOTAL LOT AREA:	1.539 ACRES
TOTAL COMMON AREA:	1.927 ACRES
TOTAL ROADWAY AREA:	0.273 ACRES
AVERAGE LOT SIZE:	0.385 ACRES
LARGEST LOT SIZE:	0.659 ACRES
SMALLEST LOT SIZE:	0.216 ACRES
OVERALL DENSITY:	1.154 LOTS/ACRE
TOTAL # OF LOTS:	4 LOTS

COMMERCIAL COMMUNITY ZONING SETBACKS

MAXIMUM HEIGHT OF STRUCTURES:	50'
FRONT SETBACK REQUIREMENT:	10' MIN. & 25' MAX
REAR SETBACK REQUIREMENT:	20' MIN. (35' MIN. ADJ TO RES.)
SIDE SETBACK REQUIREMENT:	NONE (EQUAL TO BUILDING HEIGHT IF ADJ TO RES.)

ENBRIDGE GAS UTAH ACCEPTANCE

Questar Gas Company, dba Enbridge Gas Utah ("Enbridge"), approves this plat solely to confirm that the plat contains public utility easements. This approval does not (a) affect any right Enbridge has under Title 54, Chapter 8a, a recorded easement or right-of-way, prescriptive rights, or any provision of law; (b) constitute acceptance of any terms contained in any portion of the plat; and (c) guarantee any terms or waive Enbridge's right to require additional easements for gas service.

Questar Gas Company
dba Enbridge Gas Utah.

Approved this 13 day of March, 20 25 By [signature]

Title pre con rep II

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

[signature] 3/12/25

ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1Tariff.

Maryai Clifford 3/13/2025

DIRECT COMMUNICATIONS DATE

COMCAST APPROVAL

Approves this plat solely for the purpose of confirming that the plat contains public utility easements. Comcast does not warrant the location of any public utility easements. This approval does not modify, affect, or waive any rights, obligations, or liabilities provided by law or equity or under any easements, rights-of-way, agreements, or laws, including, without limitation, any laws applicable to prescriptive rights. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes, and does not constitute a guarantee of provision of telecommunications services or the terms of such services.

[signature] 3/13/25

COMCAST REPRESENTATIVE DATE

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY 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 IN LOTS, BLOCKS, STREETS, AND EASEMENTS 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.

MAR. 6, 2025 [signature]

DATE AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 89°02'40" WEST ALONG SECTION LINE 419.44 FEET AND NORTH 122.78 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°09'24" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF PONY EXPRESS PARKWAY A DISTANCE OF 328.18 FEET; THENCE NORTH 0°10'38" WEST ALONG THE EASTERLY RIGHT-OF-WAY OF RANCHES PARKWAY A DISTANCE OF 601.38 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF ROCK CREEK CONDOMINIUMS PHASE 1 THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 79°37'08" EAST 51.81 FEET, AND 2) NORTH 89°49'22" EAST 107.91 FEET; THENCE SOUTH 20°37'28" EAST ALONG THE WESTERLY BOUNDARIES OF ROCK CREEK CONDOMINIUMS PHASE 1 AND THE COVE AT ROCK CREEK PHASE 3 A DISTANCE OF 492.32 FEET; THENCE SOUTH 0°50'36" WEST ALONG THE WESTERLY BOUNDARY OF ROCK CREEK PHASE 3 A DISTANCE OF 155.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 162,888 SQUARE FEET OR 3.739 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owner(s) of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, common areas, 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 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. The owner(s) also conveys the common area as indicated hereon to the Ranches Crossing Commercial Owners' Association., 2479 Field Rose Drive, Salt Lake City, UT 84121.

OWNER(S) PRINTED NAME OF OWNER Eagle II, LLC, AL Rafati mgr.

AUTHORIZED SIGNATURE(S) [signature] 03/13/25

RESERVATION OF COMMON AREAS

The owner, in recording this plat ("the development") has designated certain areas of the development as common areas, intended for the owners of Ranches Crossing Plat "A" for ingress, egress, recreational and other related uses as set forth in the Declaration of Protective Easements, Covenants, Conditions, and Restrictions ("the declaration") pertaining to the development. The designated areas are not intended, nor are they dedicated, for use by the general public, but are reserved for the common use and enjoyment of the owners in the development and their guests, as more fully provided in the declaration recorded concurrently with the plat in the official records of Utah County, Utah.

PUBLIC UTILITY EASEMENTS

In addition to the Public Utility Easements shown on this plat, all common areas are public utility easements, including full right-of-way access thereto, in favor of Eagle Mountain City.

ACKNOWLEDGMENT

On the 13 day of March, 2025 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 12-15-27 [signature]

NOTARY PUBLIC SIGNATURE

734220

COMMISSION NUMBER

Brian Rammell

PRINTED FULL NAME OF NOTARY

A notary public commissioned in Utah

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT 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 24th DAY OF March, 2025

APPROVED BY MAYOR [signature]

APPROVED BY CITY ATTORNEY [signature]

APPROVED BY ENGINEER (SEE SEAL BELOW) [signature]

ATTEST BY CITY RECORDER (SEE SEAL BELOW) [signature]

PLAT A

RANCHES CROSSING

COMMERCIAL SUBDIVISION

LOCATED IN THE SW QUARTER OF SEC 20, TOWNSHIP 5S, RANGE 1W, S.L.B.&M.

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

Surveyor

AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

Surveyor's Seal — PROFESSIONAL LAND SURVEYOR — AARON D. THOMAS — 3-6-25 — STATE OF UTAH

Notary Public Seal

City Engineer's Seal — PROFESSIONAL ENGINEER — No. 5148730-2202 — VINCE R. HOGGE — 3-25-2025 — STATE OF UTAH

Clerk-Recorder Seal — EAGLE MOUNTAIN — 19 — 19 — CORPORATE SEAL

County Recorder Seal

ENT 22881:2025 MAP# 19671
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Mar 31 04:04 PM FEE 53.00 BY KR
RECORDED FOR EAGLE MOUNTAIN CITY

Sec 20, T5S, R1W, SLB&M TO 038 JW

EAGLE MOUNTAIN
CITY COUNCIL MEETING

JULY 1, 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; Fionnuala Kofoed, Assistant City Manager; John Magness, Legislative and Policy Analyst; Gina Olsen, City Recorder; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Elizabeth Fewkes, Planner; Lacie Messerly, Deputy Recorder; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; David Ulibarri, Public Safety Director; David Salazar, Assistant City Engineer; B.J. Eccles, Sergeant; Carlos Vasquez, Management Intern and Jacob Lowe Management Intern

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Director of Administrative Services; Mack Straw, Assistant Public Works Director; Erik Knutzen, Chief Deputy Sheriff and Michele Graves, Library Director

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland noted that Councilmember Donna Burnham was participating electronically and would join the meeting in person later.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION – Public Safety Update with Chief Erik Knutzen

The recording of the discussion can be found online here at 00:01:32.

Chief Erik Knutzen provided the City Council with a public safety update, sharing current department activities, recent statistics, and ongoing initiatives to enhance community safety.

1.B. DISCUSSION – Affordable Housing Standards - Bungalows and Cottages

DRAFT

The recording of the discussion can be found online here at 01:24:10.

Planner Elizabeth Fewkes affordable housing standards related to bungalows and cottages, including design requirements, density considerations, and how these housing types fit within the City's overall development goals.

1.C. DISCUSSION - Meritage Homes Privacy Screening

The recording of the discussion can be found online here at 01:45:41.

Representative Brandon Rindlisbacher from Meritage Homes presented a request for code exceptions for Harmony Plat 15 and Harmony Plat 16, including the addition of a privacy screen and adjustments to the timing for fence installation. He also requested material different from what the code requires.

2. AGENDA REVIEW

The City Council did not review the Agenda items due to time constraints.

3. CITY MANAGER INFORMATION ITEMS

4. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Burnham 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 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 Work Session was adjourned to a closed session at 6:15 PM.

The recording of the motion can be found online here at 02:10:45.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:16 PM.

The recording of the discussion can be found online here at 02:13:07.

6. PLEDGE OF ALLEGIANCE

Councilmember Gray led the Pledge of Allegiance.

Item 15.A. and Item 16.B. were discussed at the beginning of the Policy Session.

15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Adopting the Transportation Master Plan

The recording of the discussion can be found online here at 02:14:04.

Assistant City Engineer David Salazar and Horrocks Engineering Representative Shane Eller presented the Transportation Master Plan and Impact Fee Facilities Plan, addressing road capacity, connectivity, and safety in Eagle Mountain. Councilmembers discussed the pros and cons of the proposed plan and requested Staff make updates to better plan for future road needs.

Mayor Westmoreland opened the public hearing period at 8:11 PM.

The following individuals spoke during the Public Comment period: Doug Freeman, Jen Hackett, Susan Morandy, Delin Anderson, Camerson Jensen, Rey Kifuri, Mitzi Muse, Lori Durfee, Jeff Myers, Marian Burningham, Bettina Cameron on behalf of Eagle Mountain Nature Wildlife Alliance, Kaeley White, Warren Clyde, Wyatt Graham, Ben Wood and Courtney Johnson.

Mayor Westmoreland closed the public hearing period at 9:03 PM.

The recording of the public hearing can be found online here at 03:07:15.

Councilmember Gray requested that the proposed changes be made and brought back to the Council for further review to ensure they reflect the Council's intent. Councilmembers asked that the updated Transportation Master Plan be returned in two weeks for

consideration which also will allow time for Staff to review the public comments from the Natural Wildlife Alliance.

MOTION: *Councilmember Gray moved to table a Resolution of Eagle Mountain City, Utah, Adopting the Transportation Master Plan. 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 04:00:51.

16.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 10.10 Parking

The recording of the discussion can be found online here at 04:17:47.

Councilmember Burnham stated that, while there is a conflict of interest due to her storing her boat on a neighbor's property, City Attorney Marcus Draper confirmed it does not require her to leave the room, and she is still able to vote on the ordinance.

Senior Planner David Stroud presented a proposed amendment regarding the parking of RVs and similar vehicles on Residential or Agriculture zoned properties. Planner Brandon Larsen included two instances where RVs and boats are storing a couple dozen

Mayor Westmoreland opened the public hearing period at 9:32 PM.

The following individuals spoke during the Public Comment period: Trinity Carter, Ashtyn Steed, Tony Castillo, Levi Steed and Chris Hatch,

Mayor Westmoreland closed the public hearing period at 9:47 PM.

The recording of the public hearing can be found online here at 04:29:03.

MOTION: *Councilmember Burnham moved to deny an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 10.10 Parking. Councilmember Clark seconded the motion.*

Donna Burnham	Yes

Melissa Clark	Yes
Jared Gray	No
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 04:44:20.

7. INFORMATION ITEMS/UPCOMING EVENTS

Public Safety Director David Ulibarri recognized the graduates of the 2025 Teen CERT Internship Program, and each graduate was congratulated by members of the City Council.

Members of the Teen CERT Internship Program included: Schafer Liu, Landon Hatch, Mary Greenwood, Emory Davis, Robbie Lundgren, Alec Walters, and Samantha Hassell. Those in attendance at this meeting were Emory Davis, Landon Hatch, Schafer Liu, and Robbie Lundgren.

The recording of the discussion can be found online here at 04:46:27.

8. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 9:54 PM.

The following individuals spoke during the Public Comment period: Zac Huish, Ashtyn Steed, Susie, Dallin Jones, Emily Buss and Mercades Jones. City Recorder Gina Olsen read public comments from Bruno Hunziker, Michael Cusano and Steve Cherry.

Mayor Westmoreland closed the public comment period at 10:27 PM.

The recording of the discussion can be found online here at 04:50:58.

9. CITY COUNCIL/MAYOR ITEMS

CONSENT AGENDA

10. BOND RELEASES

10.A. Juniper Springs Phase A Plat 3 - Into Warranty

10.B. Juniper Springs Phase A Plat 4 - Into Warranty

11. CHANGE ORDERS

11.A. CHANGE ORDER - CO#1 with VCBO for Commercial and Multi-Family Design Standard Updates

12. PRELIMINARY PLATS & SITE PLANS

12.A. MASTER SITE PLAN - Pinnacles B-3

13. MINUTES

13.A. June 17, 2025 - Regular City Council Meeting

14. RESOLUTIONS

14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Agreement for Maintenance Support of the Hidden Hollow Veterans' Memorial Park

MOTION: *Councilmember Burnham moved to approve the Consent Agenda. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	No
Brett Wright	Yes

The motion passed with a 4:1 vote.

The recording of the motion can be found online here at 05:46:39.

SCHEDULED ITEMS

15. RESOLUTIONS/PUBLIC HEARINGS

15.B. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Disposal of 0.156 Acres of Designated "Significant Real Property" (Utah County Parcel #49:601:0080) Pursuant to EMMC 3.30.060 and 3.30.070, and Establishing Terms of the Disposal

The recording of the motion can be found online here at 05:47:41.

City Recorder Gina Olsen and Wildlife Biologist and Open Space Manager Todd Black presented a land disposal application from Samarah Moody. The disposal would address encroachments and improve the layout of residential lots, with consideration of water usage implications.

Mayor Westmoreland opened the public comment period at 11:03 PM.

The following individuals spoke during the Public Comment period: Kaeley White.

Mayor Westmoreland closed the public comment period at 11:05PM.

The recording of the discussion can be found online here at 06:00:36.

MOTION: *Councilmember Clark moved to table a Resolution of Eagle Mountain City, Utah, Approving the Disposal of 0.156 Acres of Designated "Significant Real Property" (Utah County Parcel #49:601:0080) Pursuant to EMMC 3.30.060 and 3.30.070, and Establishing Terms of the Disposal. 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 motion can be found online here at 06:25:01.

15.C. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Disposal of up to 20.35 acres of Public Real Property known as the Bypass Road

The recording of the discussion can be found online here at 06:27:08.

City Attorney Marcus Draper presented that The School and Institutional Trust Lands Administration (SITLA) previously conveyed to the City approximately 20.35 acres of undeveloped land for the construction of a public road ("Bypass Road Property") as part of an obligation in the original Overland Master Development Agreement. The surrounding area has developed in such a way that the Bypass Road Property is no longer desirable for use as a public road. SITLA and Ivory Homes would like to swap other land in exchange for the Bypass Road Property.

Mayor Westmoreland opened the public comment period at 11:30 PM. Seeing no one who wished to speak, Mayor Westmoreland left the public hearing open. City Recorder Gina Olsen noted Brianne Salazar requested a public comment, but she was not present at the meeting.

The recording of the discussion can be found online here at 06:27:22.

MOTION: *Councilmember Wood moved to table a Resolution of Eagle Mountain City, Utah, Approving the Disposal of up to 20.35 acres of Public Real Property known as the Bypass Road. 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 motion can be found online here at 06:27:46.

16. ORDINANCES/PUBLIC HEARINGS

16.A. 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 06:29:37.

Mayor Westmoreland opened the public comment period at 11:33 PM. Seeing no one who wished to speak, Mayor Westmoreland left the public hearing open.

The recording of the discussion can be found online here at 06:30:14.

MOTION: *Councilmember Wright moved to table an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits. 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 06:30:19.

17. ORDINANCES

17.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah approving a Franchise Agreement with Zayo Group, LLC

The recording of the motion can be found online here at 06:30:59.

MOTION: *Councilmember Burnham moved to table an Ordinance of Eagle Mountain City, Utah approving a Franchise Agreement with Zayo Group, LLC. 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 06:30:59.

18. LEGISLATIVE ITEMS

18.A. UPDATE – Legislative Priorities List

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

20. COMMUNICATION ITEMS

21. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 8:26 PM. 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 motion can be found online here at 06:27:46.

Approved by the City Council on January 20, 2026.

_____
Lacie Messerly
Interim City Recorder

EAGLE MOUNTAIN
CITY COUNCIL MINUTES - ANNUAL VISIONING RETREAT

JANUARY 29, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Jared R. Gray; Councilmembers Craig Whiting, Melissa Clark, Rich Wood, Brett Wright and Zachory Huish.

CITY STAFF PRESENT: Benjamin Reeves, Natalie Winterton, Assistant to the City Manager; City Manager; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Lacie Messerly, Interim City Recorder; Kimberly Ruesch, Director of Administrative Services; Brad Hickman, Public Works Director; Zach Hilton, Assistant Public Works Director; Mack Straw, Assistant Public Works Director, Terrence Dela Peña, Management Analyst, and Brandon Larsen, Planning Director.

8:30 AM ANNUAL VISIONING RETREAT - DAY 1

1. WELCOME

2. DISCUSSION AND INFORMATION ITEMS

2.A. Welcome from Mayor Gray

Mayor Gray called the first day of the retreat to order at 8:37 AM. He delivered a welcome address to Council and Staff in attendance.

2.B. Purpose and Objectives of 2026-2027 Annual Visioning Retreat

City Manager Ben Reeves presented an overview of goal-setting for the retreat and outlined expectations for both Council and Staff.

A break was held from 10:36 AM to 10:52 AM, after which the retreat resumed.

City Manager Ben Reeves provided an overview of the roles and responsibilities of the Mayor and City Council.

A lunch break was held from 12:01 PM to 12:14 PM, after which the retreat resumed with City Manager Ben Reeves' presentation on roles and responsibilities. An open discussion about the presentation between Council and Staff followed.

DRAFT

2.C. Finance and Level of Service Report

Director of Administrative Services Kimberly Ruesch discussed Financial Best Practices and Philosophies.

A break was held from 2:44 PM to 2:55 PM, after which the retreat resumed with Director of Administrative Services Kimberly Ruesch presenting budget season expectations and an overview of budget planning.

2.D. Active and Planned Major Projects Report

2.E. Growth Report

2.F. Economic Development Strategy

Economic Development Director Abby Ivory presented the Economic Development Department's strategy, priorities, and opportunities.

2.G. Open Mayor and Council Discussion

2.H. Team Building Activity

2.I. Mayor and Council Roles and Responsibilities

2.J. 2026-2027 Prioritization Exercise

3. ADJOURNMENT

The meeting was adjourned at 4:50 PM.

Approved by the City Council on February 17, 2026.

_____

Lacie Messerly
City Recorder

EAGLE MOUNTAIN
CITY COUNCIL MINUTES - ANNUAL VISIONING RETREAT

JANUARY 30, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Jared R. Gray; Councilmembers Craig Whiting, Melissa Clark, Rich Wood, Brett Wright and Zachory Huish.

CITY STAFF PRESENT: Benjamin Reeves, Natalie Winterton, Assistant to the City Manager; City Manager; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Lacie Messerly, Interim City Recorder; Kimberly Ruesch, Director of Administrative Services; Brad Hickman, Public Works Director; Jason Hall, Recreation Manager; Dawn Hancock, Events Manager; David Ulibarri, Public Safety Director; Jeff Weber, Facilities Director and Brandon Larsen, Planning Director.

8:30 AM ANNUAL VISIONING RETREAT - DAY 2

1. WELCOME

2. DISCUSSION AND INFORMATION ITEMS

2.A. Welcome from Mayor Gray

Mayor Gray called the second day of the retreat to order at 8:30 AM. He delivered a welcome address to Council and Staff in attendance.

2.B. Recreation Programs, Facilities, and Events

Jason Hall presented the allocation of Eagle Mountain Recreation programs, including the event and priority list.

Events Coordinator Dawn Hancock presented options for the parade route. Public Safety Director David Ulibarri provided input regarding public safety considerations for the route.

A break was held from 10:10 AM to 10:17 AM, after which the retreat resumed with Deputy City Manager Steve Mumford presenting the City Growth Report, which was on the agenda for day one but was not discussed at that time.

2.C. Strategic Planning Training and Discussion

DRAFT

Director of Legislative and Strategic Affairs Evan Berrett presented Eagle Mountain's Strategic Plan and provided an overview of this year's Utah Legislative Session (which was scheduled as item 2.G).

A lunch break was held from 12:07 PM to 12:26 PM.

2.D. Open Mayor and Council Discussion

Mayor Gray resumed the meeting to discuss operational efficiencies and City structure moving forward. Councilmembers and staff explored ways to streamline workflows and improve collaboration.

2.E. City Facilities Deep Dive

City Manager Ben Reeves opened the discussion to Council and Staff regarding options for Eagle Mountain facilities.

A lunch break was held from 2:35 PM to 2:48 PM.

2.F. Team Building Activity

Assistant to the City Manager Natalie Winterton presented Time Capsule options and ideas.

2.G. Utah Legislative Session Discussion

2.H. Moving Forward Together

At the conclusion of the retreat, City Manager Ben Reeves and the Council discussed reorganization of the Boards and Committees list. Mayor Gray led discussions on options and updates for the Future Use Lane Map. He also facilitated discussion regarding the roles and responsibilities of the Mayor and City Council.

3. ADJOURNMENT

The second and final day of the retreat concluded at 6:45 PM.

Approved by the City Council on February 17, 2026.

_____

Lacie Messerly
City Recorder

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

FEBRUARY 3, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Jared R. Gray; Councilmembers Craig Whiting, Melissa Clark, Rich Wood, Brett Wright and Zachory Huish.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Munford, 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; Lacie Messerly, City Recorder; Kimberly Ruesch, Director of Administrative Services; Kyle Ireland, Communications Manager; Angela Valenzuela, Human Resource Manager; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Planning Director; Steven Lehmitz, Planner; 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; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; Michele Graves, Library Director; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief and Melissa Yates, Purchasing Agent.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

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

1. DISCUSSION AND INFORMATION ITEMS

1.A. LEGISLATIVE UPDATE - Dave Stewart, Legislative Executive Consulting

The recording of the discussion can be found online here at 00:02:12.

David Stewart Lobbyist for Eagle Mountain City with Legislative Executive Consulting, attended the meeting remotely and provided a legislative update. Mr. Stewart also responded to questions from the City Council.

1.B. INTRODUCTION - Communications Manager, Kyle Ireland

The recording of the discussion can be found online here at 00:09:12.

Communications Manager Kyle Ireland was unable to attend the meeting due to sickness. The item will be discussed at a later date.

1.C. DISCUSSION - Quarterly Financial Report - Management Analyst Terrence Dela Peña

The recording of the discussion can be found online here at 00:09:31.

Management Analyst Terrence Dela Peña presented the Second Quarterly Financial Report, highlighting the City's budget status, including General Fund revenues and expenditures and capital projects.

1.C. DISCUSSION - Future Land Use Map - Planning Director Brandon Larsen

The recording of the discussion can be found online here at 00:24:49.

Brandon Larsen Planning Director provided an overview of the item. Ericka Chmielewski, with GSBS Consulting, reviewed the future land use process and land use designations including residential, commercial and campus uses. Ms. Chmielewski also presented an overlay map and responded to questions from City Council.

City Council provided direction to Staff and GSBS Consulting regarding moving forward.

2. AGENDA REVIEW

12.A. CHANGE ORDER – Belle Street Booster Station by Condie Construction – Change Order #1

The recording of the discussion can be found online here at 01:21:08.

Eagle Mountain City Engineer Bryce McRae presented an overview of Belle Street Booster Station Project and responded to questions from City Council.

15.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 2.45 regarding Youth Council.

The recording of the discussion can be found online here at 01:32:50.

Assistant to the City Manager Natalie Winterton responded to questions from the City Council regarding a proposed amendment to Eagle Mountain Municipal Code Section 2.45, relating to the Youth Council. City Council provided direction regarding recommended corrections prior to consideration of approval of the proposed code amendment.

16.A. MINOR SITE PLAN - Hidden Hollow Amenity Exchange (Minor) Site Plan Amendment.

The recording of the discussion can be found online here at 01:37:52.

Senior Planner Robert Hobbs highlighted additional items provided by Cadence Homes regarding the Hidden Hollow amenity exchange. The information included cost estimates comparing construction of a pool verses a gym, as well as photos illustrating the intended outcome of the proposed gym.

3. CITY MANAGER INFORMATION ITEMS

No discussion occurred.

4. 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; 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. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:45 PM.

The recording of the motion can be found online here at 01:42:09.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Gray called the meeting to order at 7:09 PM.

The recording of the discussion can be found online here at 01:45:13.

6. PLEDGE OF ALLEGIANCE

Overland 1st Ward Young Men led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

8. PUBLIC COMMENTS

Mayor Gray opened the public comment period at 7:15 PM.

The following individuals spoke during the Public Comment period:

- Patrick Beucanan (email read by City Recorder Lacie Messerly) spoke in favor of the Hidden Hollow Community Center.
- Lexie Jackson requested that the Youth Council be allowed to select the Youth Mayor.
- Xander Jackson spoke in support of the Youth Council selecting a Youth Mayor.
- Carlie Jackson spoke on the importance of teamwork and electing a Youth Mayor.
- Tiffany Walden addressed domestic violence resources and thoughtful stewardship.
- Rod Hess requested that traffic control signs be accurate, particularly during active construction.
- Michelle Bytheway invited City Council members, City staff and residents to attend The Ruth, a theater in Pleasant Grove.

Mayor Gray closed the public comment period at 7:24 PM.

The recording of the discussion can be found online here at 01:49:36.

9. APPOINTMENTS

9.A. Library Advisory Board

1. Marcia Vasquez - Three-year Term, January 2026 through December 2028

MOTION: *Councilmember Whiting moved to approve the appointment of Marcia Vasquez for Library Board Advisor for a Three-year Term beginning January 2026 through December 31, 2028. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 01:59:57.

9.B. Planning Commission

1. Mandy Lane - One-year Term, January 2026 through December 2026

MOTION: *Councilmember Huish moved to approve the appointment of Mandy Lane for Planning Commissioner for a One-year Term beginning January 2026 through December 31, 2026. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 02:00:29.

2. Chad Decoursey - Three-year Term, January 2026 through December 2028

MOTION: *Councilmember Huish moved to approve the appointment of Chad Decoursey for Planning Commission Alternate for a Three-year Term beginning January 2026 through December 31, 2028. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 02:01:32.

City Recorder Lacie Messerly administered the Oath of Office to Marcia Vasquez as a Library Advisory Board Member, and to Mandy Lane and Chad Decoursy as Planning Commission Members.

10. CITY COUNCIL/MAYOR ITEMS

The recording of the discussion can be found online here at 02:04:12.

The Mayor and Councilmembers offered comments to the public.

CONSENT AGENDA

11. BOND RELEASES

11.A. Eagle Ridge Phase A, Plat 2 - Into Warranty

11. B. Parkway Fields Phase A, Plat 2.1 - Out of Warranty

11.C. Parkway Fields Phase A, Plat 2.2 - Out of Warranty

11.D. Parkway Fields Phase A, Plat 2.3 – Out of Warranty

12. CHANGE ORDER

12.A. CHANGE ORDER - Belle Street Booster Station by Condie Construction - Change Order #1

13. MINUTES

13.A. January 15, 2026 Minutes – Special City Council Meeting

13.B. January 20, 2026 Minutes – Regular City Council Meeting

MOTION: *Councilmember Wood moved to approve the Consent Agenda. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 02:10:23.

SCHEDULED ITEMS

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing the Eagle Mountain City Recorder

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Appointing Lacie Messerly as the Eagle Mountain City Recorder. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:10:54.

Mayor Jared Gray administered the Oath of Office to City Recorder Lacie Messerly.

15. ORDINANCES

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 2.45 regarding Youth Council.

The recording of the discussion can be found online here at 02:14:31.

Assistant to the City Manager Natalie Winterton presented a proposed ordinance updating the Youth Council Code. The update allows the Eagle Mountain Youth Council to select their Youth Mayor from among its members, as requested by the City Council. Additional revisions were made to improve clarity and readability without changing the code's intent, ensuring the language is accessible to participants as young as seventh grade.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 2.45 regarding Youth Council with updated revisions made in Work Session. Councilmember Clark seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:15:41.

16. HIDDEN HOLLOW AMENITY EXCHANGE

15.A. MINOR SITE PLAN - Hidden Hollow Amenity Exchange (Minor) Site Plan Amendment.

The recording of the discussion can be found online here at 02:16:27.

Senior Planner Robert Hobbs discussed that this item was tabled at the City Council meeting on January 20, 2026. The request, submitted by Cadence Homes, proposes an amendment to an approved site plan for the Hidden Hollow clubhouse amenity. Cadence Homes provided additional information as requested by City Council including cost estimates comparing construction of a pool verses a gym, as well as photos illustrating the intended outcome of the proposed gym. The property under consideration is Parcel D in Hidden Hollow Phase C Plat 5 (County parcel/serial # 68:202:0536) at the southeast corner of the intersection of N. Smooth Way and N. Carlton Way in Eagle Mountain, UT 84005.

Hunter Smith with Cadence Homes responded to questions from City Council.

MOTION: *Councilmember Whiting moved to approve the Minor Site Plan for the Hidden Hollow Amenity Exchange with the following conditions:*

- *The Dynamic Fitness and Strength equipment bid dated January 13, 2026, be completed as proposed; and*
- *The Hidden Hollow Wellness Center and Outdoor Gathering Amenity Area be completed as presented in the packet; and*
- *The clubhouse contains at least one amenity as required by City Code; and*
- *The item will be brought back to the City Council for approval through an Agreement.*

Councilmember Huish seconded the motion.

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	No
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a 4:1 vote.

The recording of the motion can be found online here at 02:35:00.

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 02:39:05.

Assistant City Engineer David Salazar and Public Works Director Brad Hickman provided updates on engineering and public works projects and responded to questions from City Council.

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

The recording of the discussion can be found online here at 02:53:17.

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

MOTION: *Councilmember Whiting moved that a code requirement for any amenity exchange requests be made early in the process be added to the Legislative Priorities List. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:55:16.

19. COMMUNICATION ITEMS

No discussion occurred.

20. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Wright 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; 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. Councilmember Clark seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

Zachory Huish Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:57:44.

The Policy Session was adjourned to a closed session at 8:22 PM.

Council returned to Policy Session at 10:04 PM in Council Chambers.

There being no further business, the Mayor entertained a motion to adjourn the meeting.

21. ADJOURNMENT

MOTION: *Councilmember Wright moved to adjourn the meeting at 10:05 PM. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes
Zachory Huish	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:59:50.

The meeting was adjourned at 10:05 PM.

Approved by the City Council on February 17, 2026.

_____

Lacie Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Hemmco Consulting to Provide Lobbying Services.
ITEM TYPE:	Agreement
FISCAL IMPACT:	$40,000
APPLICANT:	City-initiated

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

PUBLIC HEARING
No

PREPARED BY
Evan Berrett, Economic Development Director

PRESENTED BY
Evan Berrett

RECOMMENDATION:
Staff recommends adopting a Resolution of Eagle Mountain City, Utah, Approving an Agreement with Hemmco Consulting to Provide Lobbying Services.

BACKGROUND:
This agreement with Hemmco Consulting enables Eagle Mountain City to contract the services of Dan Hemmert to assist Dave Stewart in lobbying efforts related to engagement with the State of Utah. Eagle Mountain City has found that obtaining the services of quality lobbying services can produce positive legislative outcomes for the City.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Agreement

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HEMMCO CONSULTING FOR LOBBYING SERVICES

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Hemmco Consulting for Lobbying Services 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 professional services agreement with Hemmco Consulting 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 17th day of February, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 17th day of February, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
City Recorder

Exhibit A

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into effective February 1, 2026, by and between Eagle Mountain City, located at 1650 Stagecoach Run, Eagle Mountain, UT 84005 ("Client"), and Hemm Co., located at 1115 E 965 N, Orem, UT 84097 ("Consultant"), regarding the representation of Client in the State of Utah ("State").

RECITALS

WHEREAS, Client desires to obtain the Services specified herein; and

WHEREAS, Consultant is desirous of accepting the duties and responsibilities of providing the Services specified herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Scope of Representation

Consultant shall provide strategic advice, direction, general consulting, government relations, and lobbying services on state and local government relations matters, appropriations funding, policy issues, and general advocacy efforts for Client with the Utah Legislature, Utah state agencies, political subdivisions, independent entities, and related bodies ("Services").

Some Services may constitute "Lobbying" as defined in Utah Code § 36-11-102, including communicating with public officials for the purpose of influencing legislative action, executive action, local action, or education action. Client may request annually that Consultant determine and report the approximate percentage of Services that constitute Lobbying.

Consultant will perform the Services in a professional manner and with skill and diligence. Consultant agrees that it will comply with all governmental laws and regulations in the performance of Services under this Agreement and will indemnify and hold harmless Client and its employees, representatives, and agents from any third-party claims, suits, or other actions arising from Consultant's violation of any such laws and regulations.

All work product created for Client shall be considered a "work made for hire" that is owned by Client. Consultant hereby irrevocably assigns and transfers to Client without limitation all right, title, and interest in the work product created for Client.

II. Term

This Agreement shall commence on February 1, 2026, and shall expire on January 31, 2027. Consultant's services are provided "at will" and may be terminated by Client at any time, with or without cause, upon thirty (30) days written notice to Consultant.

III. Consideration

For Services performed under this Agreement, Client agrees to pay the Consultant an annual fee in the amount of $40,000, billed in equal monthly amounts. Consultant shall be entitled to reimbursement for any expenses reasonably incurred in the performance of the Services, provided that those expenses are agreed upon in advance, and in writing (email is sufficient) by the Client.

IV. Client Loyalty

Consultant understands that his/her signing of this Agreement constitutes complete loyalty and confidence to the Client. Consultant further understands that the ultimate benefits of this arrangement should be to the Client and that Consultant will work diligently and to his utmost ability to ensure that Client is represented adequately and without conflict of interest. Consultant will not take on a project, services, or a client that would constitute a conflict of interest under Utah Code Ann. 36-11-306 without clearing the perceived conflict with Client.

V. Report

Consultant agrees to be responsible for preparation and filing of all applicable reports required by any department or branch of the State government. Consultant represents that they will register with the State Legislature and all other branches of the State government necessary to legally represent Client's interest in the State.

Consultant agrees to provide regular reports to the Client's elected body on an agreed-upon cadence. During the legislative session, Consultant shall provide reports at least 2 times per month. Reports may include presentations to the elected body during regularly scheduled meetings, written reports, and other ad hoc reporting as necessary.

VI. Conflict of Interest and Confidentiality

Consultant agrees that, except as expressly allowed herein or consented to in writing by Client, he will hold in confidence, not use or disclose, and protect any Confidential Information of Client in a manner at least equal to the manner in which he protects his own Confidential Information, and shall similarly bind his employees, agents, representatives, successors, contractors or assigns as to such Confidential Information obligations. "Confidential Information" means any information, technical data, or know-how relating to a party's business, research, products, software, services, development, inventions, processes, engineering, marketing, techniques, pricing, internal procedures, business, and marketing plans and business opportunities. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that: (i) Consultant can prove through written documentation was in his or her possession prior to the time of disclosure; (ii) becomes part of the public knowledge not as a result of any action or inaction of Consultant; (iii) is disclosed to Consultant by a third party not in violation of any

obligation of confidentiality; or (iv) is independently developed by Consultant without reference to or use of any Confidential Information, which can be proven through written documentation.

VII. Noncompete

For the term of this Agreement, the Consultant shall not represent any entity on an issue that would be in conflict with the best interest of the Client, without approval of the Client. It is understood that the consultant has other clients working to receive funding from the state of Utah. Representing other clients for funding is not considered a conflict of interest.

VIII. Assignment

The Services to be performed by consultant hereunder are personal in nature, and Client has engaged Consultant because of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

IX. General

This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery. This Agreement will be governed by, enforced in and interpreted according to the laws of the State of Utah, and the parties consent to exclusive jurisdiction in the state or federal courts of Utah. The parties expressly waive any right to a trial by jury. This Agreement does not create any joint venture, partnership, employment relationship or other agency relationship between the parties. Client is a governmental entity under the "Utah Governmental Immunity Act" *(Utah Code Ann. § 63G-7-101, et seq.)* (the **"Immunity Act").** Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does Client waive any limits of liability provided by the Immunity Act or any other provisions of Utah law. 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. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

IN WITNESS WHEREOF, the parties have made an executed this Consulting Agreement on the date first entered above.

CONSULTANT

Hemm Co.

By:_____
Dan Hemmert, President

CLIENT

_____

By: _____
Name: _____
Title: _____

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Extended Hours for Construction Operations for the 4MG Scarlet Ridge Water Tank, as Allowed in Eagle Mountain Municipal Code Section 8.15.080(G).
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	ProBuild Construction

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

PUBLIC HEARING
No

PREPARED BY
Vince Hogge, City Engineer

PRESENTED BY
David Salazar

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Authorizing Extended Hours for construction Operations for the 4MG Scarlet Ridge WAter Tank, as Allowed in Eagle Mountian Municipal Code Section 8.15.080(G).

BACKGROUND:
The Scarlet Ridge 4MG Water Tank project is a city capital project that is currently being built by ProBuild Construction. It is located east of the Scarlet Ridge subdivision and the John Hancock Charter School on the south end of the city. The actual tank site is almost 1/2 mile uphill from the end of the pavement on Pole Canyon Blvd. The concrete pours for the floor and the roof of the tank will be monolithic. Due to the large size of the tank, and the need to do monolithic pours, the contractor has requested to be able to start the concrete pours in the night. They plan to pour concrete starting sometime after midnight and will place concrete through the night and into the next workday. The overnight concrete pour for the floor would be 2-3 weeks from now and the other overnight concrete pour for the roof will be in 6-8 months from now. There may be other concrete pours for the walls and columns with early start times but they will not be all-night pours. These will take place a day at a time over the next 6 months. The contractor has a plan in place to cover and heat the concrete placement areas so freezing temperatures will not affect the quality of the concrete. Weather will be monitored before choosing the pour dates to make sure conditions are acceptable for night work. An engineer from Sunrise Engineering will be on site during the night pours to monitor placement and testing of the concrete to ensure specifications are being met.

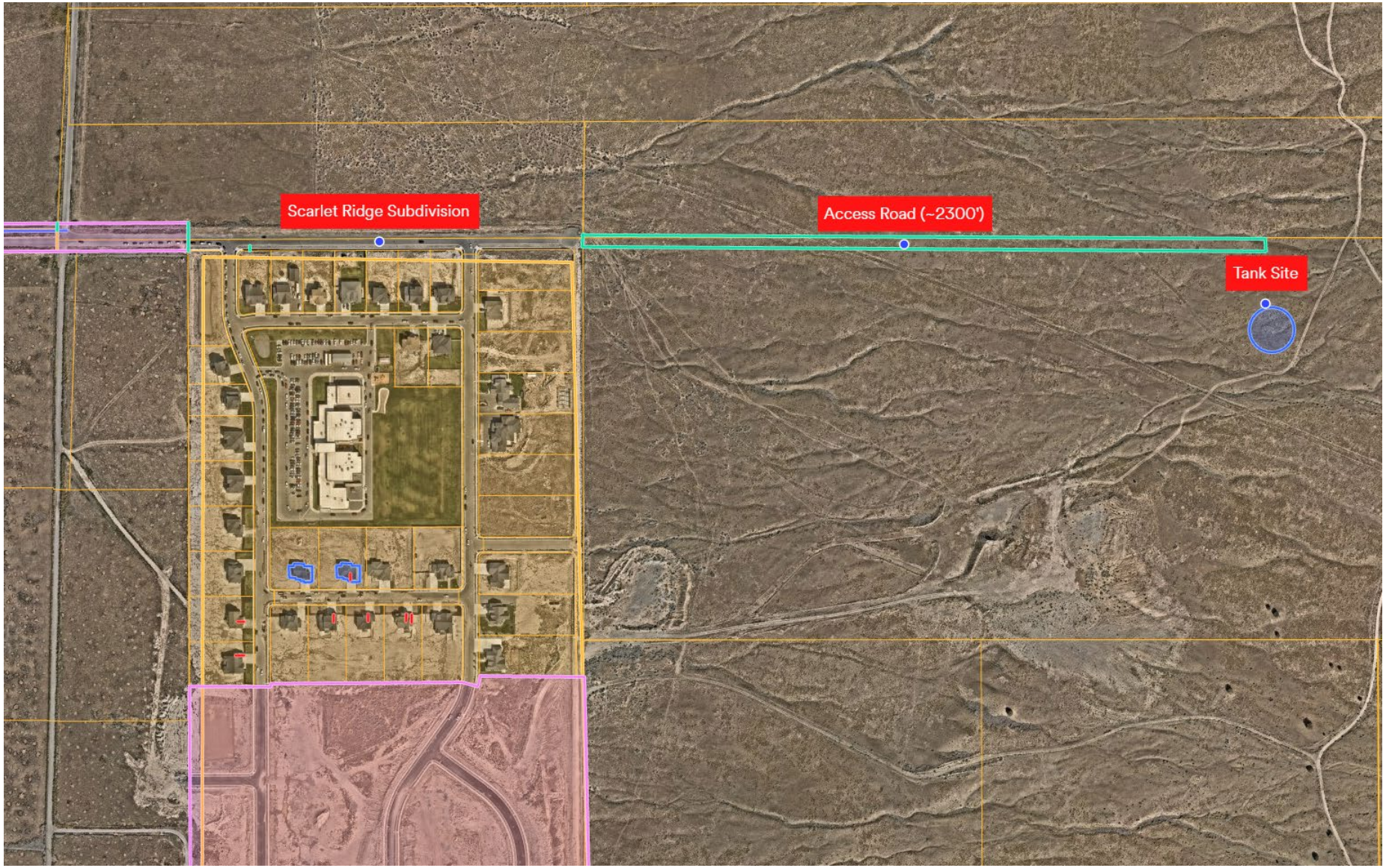
ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. ProBuild Night Work Map
2. Resolution


Scarlet Ridge Subdivision
Access Road (~2300')
Tank Site

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING EXTENDED HOURS FOR CONSTRUCTION OPERATIONS FOR THE 4MG SCARLET RIDGE WATER TANK, AS ALLOWED IN EAGLE MOUNTAIN MUNICIPAL CODE SECTION 8.15.080(G)

PREAMBLE

WHEREAS, Eagle Mountain Municipal Code Section 8.15.080(G) states that the City Council may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work for or on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants; and

WHEREAS, Pro Build Construction has requested authorization from the City Council to conduct certain construction activities after midnight and continuing through the night and into the following workday; and

WHEREAS, the overnight work consists of intermittent concrete pours occurring over the next six months, for construction of The Scarlet Ridge 4MG Water Tank Project located east of the Scarlet Ridge subdivision and the John Hancock Charter School on the south end of the city; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds it is in the public interest to authorize extended construction hours for intermittent concrete pours subject to review and approval by the Public Works and Engineering Departments.

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

1. Extended hours for construction operations related to the Scarlet Ridge 4MG Water Tank Project are hereby authorized, subject to review and approval by the Public Works and Engineering Departments.

2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of February, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 17th day of February, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	DISCUSSION ITEM ONLY/NO ACTION TAKEN - Fifth Amendment to the Amended and Restated Overland Master Development Agreement.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	$10.3 million
APPLICANT:	Terra Smith's Eagle Mountain I, LLC

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Historical Commercial Zone Town Center Mixed Use	53 acres

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
This is a discussion item. No action will be taken.

BACKGROUND:
The City is proposing to amend the Amended and Restated Master Development Agreement for Overland. In 2017, the City entered into the ARMDA with SITLA and Ivory Homes for the Overland Development. Ivory and SITLA have sold a 53 acre parcel within the commercial area of the development to a commercial developer working with Kroger for the development of a commercial shopping center. The parcel is located north of Mid Valley Road and east of Pony Express Parkway. The shopping center would include a Smith's Marketplace, another major big box retailer, 4 other smaller anchors adjacent to the Smith's, and numerous pad sites. To make the project financially feasible, the agreement includes tax incentives for the cost of infrastructure to support the development. The agreement would allow the developer to develop the property consistent with the already vested historic commercial zone. It also allows a few other permitted uses consistent with a Smith's anchored commercial marketplace.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
Recommendation of Approval.

ATTACHMENTS:
None

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2025-2026 Annual Budget.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$8,014,123
APPLICANT:	City-initiated

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

PUBLIC HEARING
Yes

PREPARED BY
Kimberly Ruesch, Finance Director
Terrence Dela Peña, Finance Analyst

PRESENTED BY
Kimberly Ruesch

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2025-2026 Annual Budget.

BACKGROUND:
The City adopted the FY 2025–26 Budget on July 1, 2025. A first amendment was approved on October 7, 2025, to incorporate updated operational needs and initial project adjustments. As the fiscal year has progressed, additional expenditure requirements, project timing changes, and strategic priorities have been identified across several funds. To ensure the budget aligns with current service demands and capital project schedules, staff is recommending a second amendment to the FY 2025–26 Budget.

ITEMS FOR CONSIDERATION:
Summary of Proposed Amendment
The proposed amendment results in an overall budget increase of $8,014,123, bringing the total FY 2025–26 Budget to $163,179,862, a 5.16% increase over the previously adjusted budget.

Fund Type	FY 2025-26 Original Budget	1st Amendment 10/7/2025	2nd Amendment 2/17/2026	Proposed Change
General Fund	$ 34,634,720	$ 35,100,175	$ 36,854,296	5.00%
Special Revenue Funds	$ 17,251,303	$ 42,611,930	$ 44,500,222	4.43%
Enterprise Funds	$ 43,081,399	$ 43,081,399	$ 47,053,705	9.22%
Internal Service Funds	$ 3,493,470	$ 4,658,470	$ 4,658,470	0.00%
Capital Projects General Fund	$ 10,337,741	$ 19,406,538	$ 19,805,942	2.06%
Debt Funds	$ 1,853,275	$ 1,853,275	$ 1,853,275	0.00%
Redevelopment Agency	$ 8,453,952	$ 8,453,952	$ 8,453,952	0.00%
Total Budget	**$ 119,105,860**	**$ 155,165,739**	**$ 163,179,862**	**5.16%**
Increase/(Decrease)		$ 36,059,879	$ 8,014,123	

General Fund
General Fund adjustments total **$1,754,121** and primarily reflect operational impacts resulting from increased development activity and community programming. Additions include a new Building Inspector III, increased overtime for the Building Division, and additional contractual plan review services, which are expected to be fully cost-recoverable through user fees.
Additionally, one-time requests include funding for Economic Development, Engineering, and Human Resources to support studies,project development, and organizational needs will be funded with reserves and the allocation of transportation funds to cover the targeted road repair that took place on Pony Express Parkway near Silverlake park. .

Enterprise Funds
Enterprise Fund adjustments total **$3,972,306**. The majority of the change is to roll forward capital project funds for the Wastewater Tertiary Project funded with grants, impact fees, and fund reserves.

Capital Projects Fund
Capital Project Fund adjustments total **$399,404** and support several one-time needs and project updates. These include restoration of the Eagle Monument, installation of digital signage at Cory Wride Park and upgrades to other locations funded with reserves from the utility sale proceeds.. Transportation-related studies and safety improvements such as the Mid Valley Highway Phase 2 Study, guardrail installation on Pony Express, and design work for a new traffic signal at Trailhead/Pony Express are also requested. The use of transportation tax funds are recommended for these projects.

Special Revenue Funds
Adjustments in the Special Revenue Funds total **$1,888,292**. This includes $500,000 to support the Affordable Housing Mortgage Assistance Program and additional Parks funding for the Cory Wride Park parking lot and Festival of Lights event. Wastewater-related adjustments include funding for the East Trunkline Sewer Line design and $1 million in matching funds for the Wastewater Tertiary Project.

Conclusion
The proposed second amendment ensures the City's FY 2025–26 Budget accurately reflects current operational needs, priority infrastructure projects, and updated project timelines. The adjustments support continued high-quality service delivery, address essential public safety and utility infrastructure requirements, and advance community programming and long-range planning efforts.

Staff recommends approval of the amendment as presented.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A - Budget Amendment 2

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET *(SECOND AMENDMENT)*

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2025-2026; and

WHEREAS, the City Council finds that procedures for the amendments, pursuant to Section 10-6-127 of the Utah Code, Annotated have been followed, including a public hearing if budgetary funds are increasing;

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

1. The City Council finds that all required notices have been given and that a public hearing has been conducted, public comment received and considered, and that the City Council may consider and amend the budget of Eagle Mountain City as follows:

2. "FISCAL YEAR" means that year which began on the first day of July 2025 and ends on the last day of June 2026.

3. APPROPRIATIONS. The budget set and approved by the City for the fiscal year is hereby amended and re-enacted with respect to the specific items set forth on Exhibit A hereto. From the effective date of this budget resolution, as outlined in the attached Exhibit A, the several amounts stated therein as proposed expenditures shall be appropriated for the several objects and purposes therein named.

4. This Resolution shall be effective for the Fiscal Year 2025-2026 and take effect immediately.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of February, 2026.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

_____
Jared Gray, Mayor

_____
Lacie Messerly
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17th day of February, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
City Recorder

Exhibit A

Budget Amendment Worksheet

February 17, 2026

Fund Name/GL Account	Department/Division	Current Budget	Proposed Budget	Change	Detail
General Fund					
10-32-42420	Building	$ -	$ 59,000	$ 59,000	New Building Inspector III request for additional Commercial Projects
10-33-42420-4531	Building	$ 414,000	$ 814,000	$ 400,000	Additional funding for WC3 for plan reviews for commercial users. This cost will be pass on to applicants.
10-33-42420-1211	Building	$ 10,000	$ 18,000	$ 8,000	Additional overtime budget
10-19-41970-5003	Communications	$ 27,500	$ 47,500	$ 20,000	America 250 and the City's 30th Celebration
10-18-41910-4531	Economic Development	$ 30,000	$ 180,000	$ 150,000	Additional funding for professional services
10-11-41710-4531	Engineering	$ 30,000	$ 75,000	$ 45,000	Traffic Impact Study for connecting Silverlake Pkwy to Saratoga Springs South of Golden Eagle
10-11-41710-4531	Engineering	$ 75,000	$ 105,000	$ 30,000	Additional funding for MAG-Transportation Improvement Project
10-19-41980-4531	Human Resources	$ 37,841	$ 112,841	$ 75,000	Additional funding for professional services
10-31-42430-4261	Neighborhood Improvement	$ -	$ 35,000	$ 35,000	To cover the share of the cost for OpenGov Permitting & Licensing Software use by this division to manage code enforcement.
10-32-41800-5002	Planning	$ 7,500	$ 22,500	$ 15,000	Additional funding for surveying property disposal
10-21-42100	Public Safety	$ -	$ 26,863	$ 26,863	Upgrading the evidence storage locker
10-41-44100-5122	Streets	$ 1,850,000	$ 2,350,000	$ 500,000	Reallocation funds for the cost to repair the Pony Express & Silverlake sinkhole project
10-99-48700-9499	Fund Balance Appropriation	$ 577,530	$ 967,788	$ 390,258	Additional Fund Balance Appropriation for General Fund restricted revenue
	Subtotal General Fund:			**$ 1,754,121**	
Enterprise Funds					
52-81-52100-7308	Wastewater	$ -	$ 5,200,000	$ 5,200,000	Roll forward funding for Tertiary Project
52-99-48700-9499	Fund Balance Appropriation	$ 1,227,694	$ -	$ (1,227,694)	Reduction to Fund Balance Appropriation for Sewer Fund

Fund Name/GL Account	Department/Division	Current Budget	Proposed Budget	Change	Detail
	Subtotal Enterprise Funds:			**$ 3,972,306**	

Capital Project Fund

47-80-41000-7118	Parks	$ -	$ 80,000	$ 80,000	To place the Eagle Monument back to the EM Blvd entrance and will include repairing the existing block wall and placing rock wall mount for the metal eagle
47-80-41000-7119	Parks	$ -	$ 268,000	$ 268,000	Install a digital display at Cory Wride Park and updating digital signs logo for two existing digital displays in SR-73 and Silverlake area
47-80-45100-7117	Parks	$ 500,000	$ 152,000	$ (348,000)	Reallocating some Utility Sales Proceeds to cover the Eagle Monument & Digital Display one-time costs.
47-81-44100-7067	Streets	$ 130,878	$ 280,823	$ 149,945	Mid Valley Highway Phase 2 Study
47-81-44100-7074	Streets	$ 50,000	$ 100,000	$ 50,000	Design for Traffic Signal at Trailhead/Pony Express Pkwy
47-81-44100-7073	Streets	$ -	$ 98,616	$ 98,616	To install guardrail on Pony Express on the westside of the road at Unity Pass
47-81-44100-7075	Streets	$ -	$ 100,843	$ 100,843	To fund TRCC project
	Subtotal Capital Project Fund:			**$ 399,404**	

Special Revenue Funds

22-18-70100-6701	Affordable Housing	$ 1,000,000	$ 1,500,000	$ 500,000	Additional Funding to cover the Mortgage Assistance Program
15-51-45100-7000	Parks	$ 2,619,373	$ 3,419,373	$ 800,000	Additional funding for Cory Wride Parking lot
15-51-45100-7000	Parks	$ 3,419,373	$ 3,424,792	$ 5,419	Additional Funding for Festival of Lights at Cory Wride Park
12-81-52000-7000	Wastewater	$ 2,624,086	$ 2,724,086	$ 100,000	East Trunkline Sewer Line Design
12-61-48100-9152	Wastewater	$ 1,031,152	$ 2,031,152	$ 1,000,000	Transfer to use for the matching requirement for the Tertiary Project
15-99-48700-9499	Fund Balance Appropriation	$ 517,127	$ -	$ (517,127)	Reduction to Fund Balance Appropriation for Parks Impact Fee Fund
	Subtotal Special Revenue Funds:			**$ 1,888,292**	

Total Increase(Decrease): **$ 8,014,123**

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.GOV
ADMINISTRATION

MEMORANDUM

To: Mayor, Council and Residents
From: Benjamin Reeves, City Manager
Date: February 12, 2026
RE: Water/Wastewater Bond Parameters Resolution 2026

Bond Parameters Resolution – During the February 17th council meeting, the city council will consider the passage of a "Bond Parameters Resolution" for three main sewer/water projects which include a "New 6 million-gallons-per-day (MGD) Sewer Treatment Plant Expansion", "Sewer Truck Line Project", and "Central Utah Water Pipeline and Booster Pump Project".

A bonds parameter resolution begins the public process by which the city shares its intent to move forward with the project and establish the parameters by which the city could move forward to fund these projects through the issuance of debt. (*e.g. it establishes maximum possible bond amount, the maximum possible interest rate, and the maximum duration of the bond.*) In addition, it sets the date of a public hearing on this bond, which will take place on Thursday, March 5th at 5:30pm.

At this early stage in the project, Eagle Mountain City is continuing to work with its engineering and design team along with its construction manager/general contractor (CM/GC) to finalize its designs and solidify the actual costs of the project which will be completed at a later date. However, certain long-lead time items, such as the purchase of electrical transformers and membranes, could and should be ordered early in order to ensure the lowest possible purchase price, and to ensure that these essential pieces of equipment are on hand to prevent schedule delays due to equipment back orders. In order to ensure that the hard costs for these long-lead time items can be covered by bond proceeds, the city has elected to consider the passage of this bond parameters resolution at this early stage in the process.

By beginning the public process early, Eagle Mountain City ensures the lowest possible costs while also allowing the city to continue its design. State statute anticipates that project costs, market interest rates, and project schedules can and do change as a project gets closer to full design. As such, instead of setting hard and set numbers upfront, state statues provide the city council the opportunity to set parameters (or guardrails) for which the project can continue, so long as those parameters are not exceeded. (*If for any reason they need to be exceeded, it would require the city to start the public process over again with a new bond parameters resolution.*)

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.GOV
ADMINISTRATION

Please note that it is anticipated that the total project cost, interest rates, and bond duration are all anticipated to come in much lower than the parameters set in this resolution. For example, the city will continue its effort to prepare for a bond rating (*or financial credit rating evaluation*) from one of the major bond rating firms (*e.g. Moody's, S&P, etc.)* Based upon the results of the city's credit rating, the final project cost, and the bond's duration, the market will dictate the interest rates for this municipal bond. It is anticipated that this market interest rate will likely come in significantly lower than the interest rate parameter established in this bond parameters resolution. In addition, the city will continue to work on securing federal and state grants, and low-interest or zero interest loans, which would, if secured, lower the overall project cost as well.

Again, at this early stage, more information is needed in order to solidify these numbers. With the passage of this bond parameters resolution and once all the designs and costs are solidified, Eagle Mountain City can move forward with the issuance of those bonds so long as the terms of that bond are within the bond parameters established by the city council in the resolution considered on February 17th.

If the Mayor, Council or any member of the public has any questions or would like more information on this project or its bonding process, I would encourage you to reach out to my assistant Laura LaRue at 801-789-6655 or llarue@eaglemountain.gov to set up a meeting with me to discuss these issues further.

Respectfully Submitted,



Benjamin A. Reeves, ICMA-CM
Eagle Mountain City Manager
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
breeves@eaglemountain.gov
(801) 789-6655 Office
(801) 420-3052 Cell

Eagle Mountain, Utah

February 17th, 2026

The City Council (the "Council") of Eagle Mountain City, Utah (the "City"), met in regular public session at the regular meeting place of the Council in Eagle Mountain City, Utah on February 17, 2026, at the hour of 7:00 p.m., with the following members of the Council being present:

Jared Gray	Mayor
Melissa Clark	Councilmember
Zachary Huish	Councilmember
Craig Whiting	Councilmember
Rich Wood	Councilmember
Brett Wright	Councilmember

Also present:

Ben Reeves	City Manager
Lacie Messerly	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this February 17, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

YES:

NO:

The resolution is as follows:

RESOLUTION NO. R- -2026

A RESOLUTION OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $220,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE BONDS, SERIES 2026; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE CITY OF A SUPPLEMENTAL INDENTURE OF TRUST, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2026 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City Council (the "City Council") of Eagle Mountain City, Utah (the "City"), is authorized to issue bonds for the municipal purposes set forth in the Act; and

WHEREAS, subject to the limitations set forth herein, the City desires to issue its Water and Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City) to (a) finance improvements to its water and sewer system and all related improvements (collectively, the "Project"), (b) fund any required deposit to a reserve fund, and (c) pay costs of issuance of the Series 2026 Bonds pursuant to this Resolution, a General Indenture of Trust previously entered into by the City (the "General Indenture"), and a Supplemental Indenture (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), with such Indenture in substantially the form attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to call a public hearing for these purposes and to publish a notice of such hearing with respect to the Series 2026 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit C, to be entered into between the City and the underwriter or the purchaser (the "Underwriter/Purchaser") selected by the City; and

WHEREAS, in order to allow the City (with the consultation and approval of the City's Municipal Advisor, LRB Public Finance Advisors, Inc. (the "Municipal Advisor")), flexibility in setting the pricing date of the Series 2026 Bonds to optimize debt service savings to the City, the Council desires to grant to the Mayor or Mayor Pro Tem (collectively, the "Mayor") and the City Manager (collectively, the "Designated Officers"), in accordance with state law, the authority approve the method of sale, select the Underwriter/Purchaser, interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2026 Bonds shall be sold and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of Eagle Mountain City, Utah, as follows:

Section 1 The City hereby authorizes and approves the issuance and sale of the Series 2026 Bonds for the purpose of financing the Project, funding any required debt service reserve fund, and paying costs of issuance of the Series 2026 Bonds, in the aggregate principal amount of not to exceed $220,000,000, to bear interest at the rate or rates of not to exceed six and one-half percent (6.50%), to mature in not more than thirty-five (35) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and to be subject to redemption, all as shall be approved by the Designated Officers within the parameters set forth herein so long as the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in this Section 1.

Section 2 The forms of the Supplemental Indenture and Bond Purchase Agreement in substantially the forms attached hereto as Exhibit B and Exhibit C, are in all respects hereby authorized and approved, and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver the same on behalf of the City, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be

authorized by Section 4 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026 Bonds for and on behalf of the City by execution of the Indenture and Bond Purchase Agreement, provided that such terms are within the Parameters set by this Resolution.

Section 3 The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2026 Bonds and to deliver said Series 2026 Bonds to the trustee for the Series 2026 Bonds (the "Trustee") for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution. The Series 2026 Bonds shall recite that the Series 2026 Bonds are issued under the authority of the Constitution of the State of Utah, the Act, and other applicable law.

Section 4 The Designated Officers and other appropriate officials of the City are authorized to make any alterations, changes or additions to the Supplemental Indenture, the Bond Purchase Agreement, the Series 2026 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the City Council or the provisions of the laws of the State of Utah or the United States.

Section 5 The Designated Officers and other appropriate officials of the City are hereby authorized and directed to execute and deliver to the Trustee the written order of the City for authentication and delivery of the Series 2026 Bonds in accordance with the provisions of the Indenture.

Section 6 Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2026 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2026 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its ad valorem taxing powers.

Section 7 The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other

papers and to perform all other acts they may deem necessary or appropriate (including the preparation and distribution of any offering document or materials relating to the Series 2026 Bonds) in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8 After the Series 2026 Bonds are delivered to the trustee and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of the Series 2026 Bonds is deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9 In accordance with the provisions of the Act, the City directs its officers and staff to cause a "Notice of Public Hearing and Bonds to be Issued" (the "Notice"), to be published in substantially the form attached hereto as Exhibit D. The City Council shall hold a public hearing on March 5, 2026, to receive input from the public with respect to the issuance of the Series 2026 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2026 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the City Recorder, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial date of publication thereof.

Section 10 The City hereby reserves the right to opt not to issue the Series 2026 Bonds for any reason.

Section 11 The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2026 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2026 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $220,000,000.

Section 12 All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

PASSED, ADOPTED AND APPROVED this February 17th, 2026.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

_____

Jared Gray, Mayor

ATTEST:

_____

Lacie Messerly
City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

_____

Jared Gray, Mayor

ATTEST:

_____

Lacie Messerly
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Lacie Messerly, the duly appointed and qualified City Recorder of Eagle Mountain City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council"), in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on February 17, 2026, including a resolution (the "Resolution") adopted at said meeting and said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on February 17, 2026, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this February 17, 2026.

(SEAL)

By:_____
City Recorder

(Proof of Publication of Notice of Public Hearing and Bonds to be Issued to be attached when available)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Lacie Messerly, the undersigned City Recorder of Eagle Mountain City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the February 17, 2026, public meeting held by the City Council of the City (the "City Council") by causing the Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 17, 2026.

(SEAL)

By:_____
City Recorder

Attachments:
SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EAGLE MOUNTAIN CITY COUNCIL
2026 MEETING SCHEDULE

Eagle Mountain City Council Chambers, 1650 E. Stagecoach Run, Eagle Mountain, Utah

The Eagle Mountain City Council, at its regularly scheduled meeting on December 2, 2025, adopted the following meeting schedule for the year 2026:

Work Sessions	4:00 PM
Policy Sessions	7:00 PM

January 6, 20	July 7, 21
January 15* at 5 PM (CC Vacancy Appt)	August 4, 18
February 3, 17	September 1, 15
March 3, 17	October 6, 20
April 7, 21	November 4*, 17
May 5, 19	December 1, 15
June 2, 16	

*Date varies from regular scheduled Tuesday

The public is invited to participate in all City Council meetings and may monitor or listen to open portions of electronic meetings at https://eaglemountainut.portal.civicclerk.com.

If you need special accommodation to participate in a City Council meeting, please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611.

EXHIBIT B

GENERAL INDENTURE AND FORM OF SUPPLEMENTAL INDENTURE

GENERAL INDENTURE OF TRUST

Dated as of July 1, 2007

between

EAGLE MOUNTAIN CITY

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Relating to

Eagle Mountain City
Water and Sewer Revenue Bonds

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EXHIBIT A FORM OF REQUISITION....A-1

THIS GENERAL INDENTURE OF TRUST, dated as of July 1, 2007, by and between EAGLE MOUNTAIN CITY, a [political subdivision and body politic] duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal corporate trust office in Salt Lake City, Utah, as trustee (the "Trustee"). All capitalized terms shall have the meanings set forth in Section 1.1 unless the context clearly indicates otherwise.

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance improvements to its existing System, including, but not limited to additions, extensions, buildings and other improvements to house and operate said facilities, to refund and retire existing obligations, to fund debt service reserves, and to pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized; and

WHEREAS, the Issuer intends to obtain Revenues from the System sufficient to pay Operation and Maintenance Expenses of the System as well as Debt Service on the Bonds; and

WHEREAS, the Net Revenues of the System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Initial Bonds, and the Issuer desires to pledge said Net Revenues toward the payment of the Principal and interest on said Bonds; and

WHEREAS, pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, the Issuer is authorized to issue its bonds payable solely from a pledge of the Net Revenues of the Issuer.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by the Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and to secure the payment of the Principal of and premium, if any, and interest on the Bonds, of all Security Instrument Repayment Obligations according to their tenor and effect and of all Reserve Instrument Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Net Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights

hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond or Security Instrument Issuer over any other by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the Principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in ARTICLE IX hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Net Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context clearly indicates otherwise:

"Accreted Amount" means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

"Acquisition/Construction Fund" means the Eagle Mountain City Water and Sewer Revenue Acquisition/Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 4.1 hereof.

"Act" means collectively the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, each to the extent applicable.

"Additional Bonds" means all Bonds issued under this Indenture other than the Initial Bonds.

"Administrative Costs" means all Security Instrument Costs, Reserve Instrument Costs and Rebatable Arbitrage.

"Aggregate Annual Debt Service Requirement" means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specified period) on all Series of Bonds Outstanding or any specified portion thereof.

"Authorized Amount" means, with respect to a Commercial Paper Program, the maximum principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

"Authorized Representatives" means the Mayor, City Recorder or any other officer of the Issuer so designated in writing by the Issuer to the Trustee.

"Balloon Bonds" means Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one Year from the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Owner thereof may be redeemed, during any one Year.

"Bond Anticipation Notes" means notes issued under Section 2.15 hereof in anticipation of the issuance of a Series of Bonds.

"Bond Fund" means the Eagle Mountain City Water and Sewer Revenue Bond Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 4.3 hereof.

"Bond Fund Year" means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

"Bondholder," "Bondowner," "Registered Owner" or "Owner" means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Registrar.

"Bonds" means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

"Business Day" means any day (i) (a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Principal Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

"Capital Appreciation Bonds" means Bonds so designated, the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

"City Recorder" means the City Recorder of the Issuer or any successor to the duties of such office and any deputy to the City Recorder.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Paper Program" means a program of issuing commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to ARTICLE II hereof and are outstanding up to an Authorized Amount.

"Construction Bonds" means Additional Bonds issued pursuant to Section 2.13 to finance all or part of the Cost of a Project.

"Cost" or "Costs" or "Cost of Completion," or any phrase of similar import, in connection with a Project or with the refunding of any Bonds or other obligations, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any Bonds or other obligations, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;

(c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) printing, engraving and other expenses of financing, fees of financial rating services and costs of issuing any Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));

(f) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(g) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;

(h) amounts required to repay temporary loans or Bond Anticipation Notes incurred to finance the costs of a Project;

(i) cost of site improvements performed by the Issuer in anticipation of a Project;

(j) moneys necessary to fund the funds created under this Indenture;

(k) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any Operation and Maintenance Expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the Principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(l) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(m) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(n) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any Bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, advertising and other expenses related to the redemption of such Bonds or other obligations to be redeemed and the redemption price of such bonds or other obligations (and the accrued interest payable on redemption to the extent not otherwise provided for).

"Cross-over Date" means with respect to Cross-over Refunding Bonds the date on which the Principal of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Cross-over Refunded Bonds if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of the Act, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Current Interest Bonds" means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided in a Supplemental Indenture.

"Debt Service" means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then Outstanding;

provided, however, for purposes of Sections 2.13 and 2.14 hereof, when calculating interest payable during such Bond Fund Year for

(a) any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular

Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(b) any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(c) any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(d) any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all Principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of thirty (30) years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(e) Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations; and

(f) Balloon Bonds, it shall be assumed that Principal and interest amortized on a level debt service basis over a twenty (20)-year period at the interest rate as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise), provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (i) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (ii) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of the Act and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, and (iii) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations.

"Debt Service Reserve Fund" means the Eagle Mountain City Revenue Debt Service Reserve Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 4.5 hereof.

"Debt Service Reserve Requirement" means with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds 2% of original Principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (iii) 125% of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series issued pursuant to this Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of the Act, in connection with the issuance of Refunding Bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Refunding Bonds, Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

"Event of Default" means any occurrence or event specified in and defined by Section 6.1 hereof.

"Fitch" means Fitch Ratings.

"Governing Body" means the legislative body of the Issuer.

"Government Obligations" means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury ("SLGS");

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "REFCORP strips").

"Indenture" means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

"Initial Bonds" means the first Series of Bonds issued under this Indenture.

"Interest Payment Date" means the stated payment date of an installment of interest on the Bonds.

"Interest Rate Swap" means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby a variable rate cash flow (which may be subject to any interest rate cap) on a Principal or notional amount is exchanged for a fixed rate of return on an equal Principal or notional amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

"Issuer" means Eagle Mountain City and its successors.

"Mayor" means the duly elected mayor of the Issuer or any successor to the duties of such office. Such term shall also include the deputy mayor except as the deputy mayor's powers may be limited by written declaration of the duly elected mayor.

"Moody's" means Moody's Investors Service, Inc.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Other Available Moneys" means for any Year the amount designated by the Issuer for transfer from the Rate Stabilization Fund to the Revenue Fund, provided that such amount shall not exceed 25% of the Aggregate Annual Debt Service Requirement for such Year.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other entity pursuant to contract or otherwise, necessary to keep the System in efficient operating condition, including cost of audits hereinafter required, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance hereinafter required, Administrative Costs and, generally all expenses, exclusive of depreciation (including depreciation related expenses of any joint venture) and, any in-lieu of tax transfers to Issuer funds and interest expense for interfund loans from Issuer funds, which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Outstanding" or "Bonds Outstanding" means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to ARTICLE IX of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

"Paired Obligations" means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the Principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates of which, when taken together, result in an irrevocably fixed interest rate obligation of the Issuer for the terms of such Bonds.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 5.6 and 10.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Pledged Bonds" means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security

for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

"Principal" means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case "Principal" means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the Principal of such Bond payable at maturity.

"Principal Corporate Trust Office" means, with respect to the Trustee, the office of the Trustee at 170 South Main Street, Suite 200, Salt Lake City, Utah, or such other or additional offices as may be specified by the Trustee.

"Principal Installment" means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal of the Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

"Project" means the acquisition, construction, expansion and/or renovation of the System, including the acquisition of improvements and equipment (with an expected life beyond a current fiscal year) for use in the System.

"Put Bond" means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Bond and designating it as a "Put Bond."

"Qualified Engineer" means any registered or licensed engineer or architect or engineer or firm of such engineers or architects and engineers generally recognized to be qualified in engineering or architectural matters relating to construction and maintenance of municipal water and sewer systems, appointed and paid by the Issuer, who shall not have any substantial interest, direct or indirect (other than employment), with the Issuer, but who may be regularly retained to make annual or other periodic reports of the Issuer. "Qualified Engineer" may include any registered or licensed engineer or architect employed by the Issuer.

"Qualified Investments" means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(c) Money market funds rated "AAAm" or "AAAm-G" or better by S & P and/or the equivalent rating or better of Moody's (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to the fund;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S & P, and which matures not more than two hundred seventy (270) days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated "AAA" by S & P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three (3) years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short term certificates of deposit on the date or purchase of "A-1" or "A-1+" by S & P and "P-1" by Moody's and maturing no more than three hundred sixty (360) days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public moneys under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

"Rate Stabilization Fund" means the Eagle Mountain City Water and Sewer Revenue Rate Stabilization Fund created in Section 3.10 hereof to be held by the Trustee and administered pursuant to Section 4.9 hereof.

"Rating Agency" means Fitch, Moody's or S & P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such rating agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" means with respect to any Series of Bonds where the interest thereon is intended to be excludable from gross income for federal income tax purposes, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to any Series of Bonds where the interest thereon is intended to be excludable from gross income for federal income tax purposes, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

"Rebate Fund" means the Eagle Mountain City Water and Sewer Revenue Rebate Fund created in Section 3.9 hereof to be held by the Trustee and administered pursuant to Section 4.8 hereof.

"Refunding Bonds" means the Bonds issued pursuant to Section 2.14 hereof.

"Register" means the record of ownership of the Bonds maintained by the Registrar.

"Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6, 5.5 and 10.5 hereof, and any additional or successor registrar appointed pursuant hereto.

"Regular Record Date" means unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day immediately preceding each Interest Payment Date.

"Regulations," and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Remarketing Agent" means a remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

"Repair and Replacement Fund" means the Eagle Mountain City Water and Sewer Revenue Repair and Replacement Fund created in Section 3.8 hereof to be held by the Issuer and administered pursuant to Section 4.7 hereof.

"Repair and Replacement Reserve Requirement" means the amount or amounts from time to time required under each Supplemental Indenture to be on deposit in the Repair and Replacement Fund.

"Repayment Obligations" means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

"Reserve Instrument Agreement" means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee under all Reserve Instruments.

"Reserve Instrument Fund" means the Eagle Mountain City Water and Sewer Revenue Reserve Instrument Fund created in Section 3.7 hereof to be held by the Trustee and administered pursuant to Section 4.6 hereof.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of Principal of the applicable Series of Bonds.

"Reserve Instrument Provider" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve

Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

"Revenue Fund" means the Eagle Mountain City Water and Sewer Revenue Fund created in Section 3.3 hereof to be held by the Issuer and administered pursuant to Section 4.2 hereof.

"Revenues" means all revenues, fees (including impact fees to the extent such impact fees can legally be used for the purposes financed hereunder), income, rents and receipts received or earned by the Issuer from or attributable to the ownership and operation of the System (including proceeds of business interruption insurance), together with all interest earned by and profits derived from the sale of investments in the related funds thereof.

"S & P" means Standard & Poor's Rating Services.

"Security Instrument" means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term "Security Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a "Security Instrument" for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

"Security Instrument Agreement" means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

"Security Instrument Costs" means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

"Security Instrument Issuer" means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the

calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

"Series" means all of the Bonds identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Eagle Mountain City Water and Sewer Revenue Sinking Fund Account of the Bond Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 4.4 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of ARTICLE VIII hereof.

"Swap Counterparty" means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

"Swap Payments" means as a of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

"Swap Receipts" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

"System" means collectively, (i) the Issuer's water facilities, including both culinary and irrigation facilities; and (ii) the Issuer's sewer facilities; together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said System, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses and rights of way of the Issuer and all other works, property, structures, equipment of the Issuer and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with, or related to said System.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Termination Payments" means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

"Trustee" means U.S. Bank National Association, 170 South Main Street, Suite 200, Salt Lake City, Utah, 84101 or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

"Utah Code" means Utah Code Annotated 1953, as amended.

"Variable Rate Bonds" means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

"Year" means any twelve consecutive month period.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance, delivery, maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of the Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of the Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars ($5,000.00) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable and mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated "[Taxable] Water and Sewer Revenue [Refunding] Bonds, Series _____," in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the Principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Register maintained by the Registrar as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such Register or to owners of $1,000,000 or more in aggregate principal amount of the Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified by Supplemental Indenture, the interest on Bonds so payable and punctually paid and duly provided for on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner of any

Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The Principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified by Supplemental Indenture, each Series of Bonds shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder and held by the Trustee (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Net Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Net Revenues shall be used for no other purpose than to pay the Principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The provisions of this Section 2.3 relating to the execution of Bonds may be changed as they apply to the Bonds of any Series by the Supplemental Indenture authorizing such Series of Bonds.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers to the Trustee for the account of the Issuer of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall be disposed of as provided herein and by Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds, there shall have been filed with the Trustee:

(i) A copy, duly certified by the City Recorder, of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds.

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's Governing Body approving the execution and delivery of the instruments specified in Section 2.4(c)(i) herein and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings.

(iii) A request and authorization to the Trustee by the Issuer to authenticate such Series of Bonds in the aggregate principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee, for account of the Issuer, of the sum specified therein.

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and the Supplemental Indenture authorizing such Series of Bonds and this Indenture and said Supplemental

Indenture have each been duly executed and delivered by the Issuer and are valid and binding and enforceable agreements of the Issuer; (b) this Indenture creates the valid pledge which it purports to create of the Net Revenues; and (c) such Series of Bonds are valid and binding obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds.

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments for any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith.

(e) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith.

(f) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Net Revenues on a parity with the pledge contained in Section 5.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine.

(g) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (i) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondowners for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (ii) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent.

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument.

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(h) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder. The obligation of the Issuer to pay Swap Payments may be secured with (i) a lien on the Net Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (ii) a subordinate lien on the Net Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Net Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on Register kept by the Registrar. Upon surrender for transfer of any Bond at the Principal Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly

executed by, the Registered Owner or his legal representative duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of the Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen (15) days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen (15) days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the Register kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the Principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment, of or on account of, either Principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or her legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 hereof, to be redeemed shall be

selected by the Trustee by lot in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Trustee shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of such Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneous with the mailed notice to Registered Owners, by first class mail or overnight delivery service, to all registered securities depositories (as reasonably determined by the Trustee)

then in the business of holding substantial amounts of obligations of types comprising the Bonds, and to the Nationally Recognized Municipal Securities Information Repositories. Such further notice shall contain the information required in Section 2.8(a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the Principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received by the redemption date, said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received by the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified by Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise

provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the Principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four (4) years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the moneys theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code.

Section 2.12 Issuance of Bonds. Subject to the provisions hereof, each Series of Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Special Provisions for the Issuance of Construction Bonds. (a) One or more Series of Additional Bonds may be authenticated and delivered upon original issuance from time to time in such principal amount for each such Series as may be determined by the Issuer for the purpose of paying or providing for the payment of all or a portion of (1) the Cost of Construction of a Project, (2) principal and redemption price of and interest on Bond Anticipation Notes, or (3) any combination of (1) and (2).

Each such Series shall be in such principal amount which, when taken together with moneys previously used, moneys then legally available, or moneys to be obtained in the future for such Project, will provide the Issuer with sufficient funds to pay the estimated Cost of Construction of such Project, as shall be set forth in the written certificate of the Issuer furnished pursuant to Section 2.13(c).

(b) Each Supplemental Indenture authorizing the issuance of a Series of Construction Bonds:

(i) Shall specify the Project for which the proceeds of such Series of Bonds will be applied; and

(ii) May require the Issuer to deposit a specified amount of money from the proceeds of the sale of such Series of Bonds or from other legally available sources into the applicable Project account sufficient to pay when due all or a portion of the interest on such Series of Bonds accrued and to accrue to the estimated completion date of the Project as set forth in the written certificate of the Issuer delivered pursuant to Section 2.13(c), plus interest to accrue on such Series of Bonds after the estimated completion date for up to one Year (or such different period as may then be permitted by law).

(c) Each Series of Construction Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.4) of a written certificate of the Issuer, dated as of the date of such delivery, that contains the following:

(i) The then estimated completion date and estimated Cost of Construction of the Project being financed by such Series of Bonds;

(ii) A statement that, upon the authentication and delivery of the Bonds of such Series, no Event of Default has occurred and is then continuing under this Indenture and no event has or will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under this Indenture;

(iii) (A) the estimated Net Revenues (plus any Other Available Moneys) of the Issuer for the then-current Bond Fund Year and each of the three succeeding Bond Fund Years, (B) the Aggregate Debt Service and the total Repayment Obligations with respect to all Series of Bonds to be Outstanding after the issuance of the proposed Series of Construction Bonds for each of these Bond Fund Years, and (C) a statement that such estimated Net Revenues (plus any Other Available Moneys) are not less than 125% of the Aggregate Annual Debt Service Requirement on all Bonds to be Outstanding for said Bond Fund Years.

(d) Notwithstanding any other provision hereof, the provisions of Section 2.13(c)(iii) shall not apply:

(i) to any Series of Construction Bonds, all of the proceeds of which are to be applied to pay the Cost of Construction of a Project necessary, as expressed in an Engineer's Certificate delivered to the Trustee, to keep the System or any component thereof in good operating condition or to prevent a loss of Revenues, or to comply with requirements of any governmental agency having jurisdiction over the Issuer or the System; or

(ii) to any Series of Bonds issued to pay the Cost of Construction necessary to complete any Project for which Construction Bonds have previously been issued, provided that the Trustee shall have received:

(A) An engineer's certificate to the effect that (i) the nature and purpose of such Project has not materially changed since the initial written certificate of the Issuer was filed pursuant to Section 2.13(c), and (ii) the then estimated Costs of Construction of the Project as contained in the written certificate of the Issuer delivered pursuant to Section 2.13(c) exceeds the sum of the Costs of Construction already paid plus moneys available in the Acquisition/Construction Fund established for the Project (including unspent proceeds of Bonds previously issued for such purpose) plus other legally available moneys in the Revenue Fund; and

(B) A written certificate of the Issuer to the effect that (i) all of the proceeds (including investment earnings) of Construction Bonds (or Bond Anticipation Notes) previously issued to finance such Project have been or will be used to pay Costs of Construction of the Project; (ii) the issuance of such Series of Bonds is necessary to provide funds to pay Costs of Construction necessary for the Project; and (iii) the principal amount of such Series of Bonds does not exceed twenty-five percent of the principal amount of all Construction Bonds previously issued to finance such Project.

(e) The proceeds, including accrued interest, of each Series of Construction Bonds shall be deposited simultaneously with the delivery of such Bonds in the Acquisition/Construction Fund and, to the extent permitted by law and the provisions hereof, in any other funds or such other funds or accounts as may be established by the Supplemental Indenture, in such amounts, if any, as may be provided in the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds.

(f) There may also be deposited from any legally available source, to the extent permitted by law and the provisions of the Supplemental Indenture, in the funds or such other funds or accounts as may be established by the Supplemental Indenture, such amounts, if any, as may be provided in the

Supplemental Indenture authorizing the issuance of such Series of Construction Bonds.

Section 2.14 Special Provisions for the Issuance of Refunding Bonds. (a) One or more Series of Refunding Bonds may be issued in such principal amount which, when taken together with other legally available moneys, will provide the Issuer with moneys sufficient to accomplish the refunding of all or a part of the Outstanding Bonds of one or more Series, including in each case the payment of all expenses in connection with such refunding.

(b) Each Supplemental Indenture authorizing the issuance of a Series of Refunding Bonds shall specify the Bonds to be refunded.

(c) Each Series of Refunding Bonds (other than Cross-over Refunding Bonds) shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.4) of the following documents or moneys or securities, all of such documents dated as of the date of such delivery (unless the Trustee shall accept any of such documents bearing a prior date):

(i) A written certificate of the Issuer certifying: (A) that the issuance of such Series of Refunding Bonds complies with the requirements of this Indenture, and (B) (1) the estimated Net Revenues (plus any Other Available Moneys) of the Issuer for the then-current Bond Fund Year and each of the three succeeding Bond Fund Years, (2) the Aggregate Debt Service and the total Repayment Obligations with respect to all Series of Bonds to be Outstanding after the issuance of the proposed Series of Construction Bonds for each of these Bond Fund Years, and (3) that such estimated Net Revenues (plus any Other Available Moneys) are not less than 125% of the sum of the Aggregate Annual Debt Service Requirement on all Bonds Outstanding for said Year;

provided, however, that such Revenue coverage test set forth above shall not apply to Refunding Bonds issued for the purpose of refunding Bonds originally issued hereunder, to the extent that (i) the Average Aggregate Annual Debt Service for such Refunding Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith and (ii) the maximum Aggregate Annual Debt Service Requirement for such Refunding Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of any redemption of the Bonds to be refunded on the redemption date or dates specified in such instructions;

(iii) If, within the next succeeding 90 days, the Bonds to be refunded do not mature, are not redeemable or are not to be redeemed, irrevocable instructions to the Trustee satisfactory to it, to mail the notice required by ARTICLE IX to the Owners of the Bonds being refunded; and

(iv) Either (A) moneys in an amount sufficient to effect payment of the principal or the applicable redemption price of the Bonds to be refunded, together with accrued interest to the maturity or redemption date, as the case may be, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for the Bonds to be refunded, or (B) Government Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of ARTICLE IX, which Government Obligations and moneys shall be held in trust and used only as provided in such Article.

(d) Each Series of Cross-over Refunding Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.4) of the following documents or moneys or securities, all of such documents dated as of the date of such delivery (unless the Trustee shall accept any of such documents bearing a prior date):

(i) a written certificate of the Issuer stating that the issuance of such Series of Cross-over Refunding Bonds complies with the requirements of this Indenture;

(ii) instructions to the Trustee, satisfactory to it, to give due notice of any redemption of the Cross-over Refunded Bonds on the Cross-over Date or on such other redemption date or dates, and subject to such conditions, as shall be specified in such instructions;

(iii) if the Cross-over Refunded Bonds are not by their terms subject to redemption within the 90 days next succeeding the Cross-over Date, instructions to the Trustee, satisfactory to it, to mail the notice provided for in ARTICLE IX to the Owners of the Cross-over Refunded Bonds on such date or dates as shall be specified in such instructions;

(iv) either (A) moneys in an amount sufficient to effect payment of the interest on the Cross-over Refunding Bonds to the Cross-over Date and the principal or the applicable redemption price of the Cross-over Refunded Bonds on the Cross-over Date (or other redemption date of the Cross-over Refunded Bonds), which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate trust account, or (B) Qualified Investments in such principal amounts, of such maturities, bearing such interest and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the

provisions of the Supplemental Indenture authorizing the issuance of the Cross-over Refunding Bonds; and

(v) there shall be filed with the Trustee a written certificate of an independent public accountant demonstrating the sufficiency of the moneys and investments in the escrow to pay the interest on the Cross-over Refunding Bonds to the Cross-over Date and the principal or redemption price, as applicable, of the Cross-over Refunded Bonds on the Cross-over Date (or other redemption date of the Cross-over Refunded Bonds).

Any Supplemental Indenture providing for the issuance of Cross-over Refunding Bonds may establish conditions to the occurrence of the Cross-over Date and provide that the Cross-over Date will not occur if such conditions are not satisfied, in which case the Cross-over Refunding Bonds will be redeemed on the Cross-over Date from the proceeds thereof, escrowed interest and other moneys available therefor. Each such Supplemental Indenture shall, in addition to all other requirements of this Section 2.14, provide that (i) until the occurrence of the Cross-over Date none of the principal or redemption price of and interest on the Cross-over Refunding Bonds shall be payable from or secured by the pledge of this Indenture, but shall be payable from the proceeds of the Cross-over Refunding Bonds, escrowed interest, and such other sources as may be provided in such Supplemental Indenture; and (ii) upon the occurrence of the Cross-over Date, the Cross-over Refunding Bonds shall be secured by the lien of this Indenture on a parity with all other Series of Bonds Outstanding.

(e) A Series of Refunding Bonds may be combined with a Series of Construction Bonds.

Section 2.15 Conditions for Issuance of Bond Anticipation Notes. (a) One or more Series of Bond Anticipation Notes may be authenticated and delivered upon original issuance from time to time in such principal amount for each such Series as may be determined by the Issuer for the purpose of paying or providing for the payment of all or a portion of the Cost of Construction of any Project, or the refunding of Bond Anticipation Notes, or a combination of such purposes.

(b) (i) Each Supplemental Indenture authorizing the issuance of a Series of Bond Anticipation Notes (A) shall specify the Project to which the proceeds of such Series of Bond Anticipation Notes will be applied; and (B) may provide for the deposit of a specified amount of money from the proceeds of the sale of such Series of Bond Anticipation Notes into a Project account in the Acquisition/Construction Fund to pay when due all or a portion of the interest on such Series of Bond Anticipation Notes accrued and to accrue to the estimated completion date set forth in the written certificate of the Issuer delivered with respect to such Series of Bond Anticipation Notes pursuant to Section 2.15(c), plus interest to accrue on such Series of Bond Anticipation Notes after the

estimated completion date for up to one Year (or such different period as may then be permitted by law).

(ii) The payment of the interest on Bond Anticipation Notes shall be on a parity with the lien and charge created herein for the payment of the Bonds. The payment of the Principal on Bond Anticipation Notes shall be payable solely from the proceeds of Bonds or amounts on deposit in a fund which is subordinate to the Bond Fund and the Supplemental Indenture pursuant to which any Series of Bond Anticipation Notes is issued shall so provide. Each Bond Anticipation Note shall state on its face that the payment of Principal thereof is so subordinated.

(iii) No Bond Anticipation Note shall mature later than five years from its date, including all refundings thereof by Bond Anticipation Notes (whether such refundings occur by reason of exchanges of Bond Anticipation Notes or by reason of payment of such Bond Anticipation Notes from refunding Bond Anticipation Notes, or otherwise).

(c) Each Series of Bond Anticipation Notes shall be authorized and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.4) a written certificate of the Issuer, dated as of the date of such delivery, that contains the following:

(i) The then estimated completion date and estimated Cost of Construction of the Project being financed by such Series of Bond Anticipation Notes;

(ii) A statement that, upon the authentication and delivery of the Bond Anticipation Notes of such Series, no Event of Default has occurred and is then continuing under this Indenture and no event has or will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under this Indenture; and

(iii) A statement that the issuance of such Series of Bond Anticipation Notes complies with the requirements of this Indenture.

Section 2.16 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.17 Covenant Against Creating or Permitting Liens. Except for the pledge of Net Revenues to secure payment of the Bonds and Repayment Obligations hereunder, the Net Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Net Revenues subordinate to that of the Bonds and Repayment Obligations.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Acquisition/Construction Fund. As provided in the related Supplemental Indenture, there shall be created and established in the custody of the Trustee a separate account within the Acquisition/Construction Fund for each Project and, if so provided, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Acquisition/Construction Fund.

Section 3.3 Creation of Revenue Fund. There is hereby created and ordered established with the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.5 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund, as a separate account within the Bond Fund, the Sinking Fund Account.

Section 3.6 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.7 Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.8 Creation of Repair and Replacement Fund. There is hereby created and ordered established in the custody of the Issuer the Repair and Replacement Fund.

Section 3.9 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.10 Rate Stabilization Fund. There is hereby created and ordered established in the custody of the Issuer the "Rate Stabilization Fund." For accounting purposes, the Rate Stabilization Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.11 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this ARTICLE III until such funds or accounts shall be utilized as provided by Supplemental Indenture. The Issuer need not establish the Rate Stabilization Fund until indicated by Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any funds.

ARTICLE IV

USE OF FUNDS

Section 4.1 Use of Acquisition/Construction Fund.

(a) So long as no Event of Default shall have occurred and be continuing and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Acquisition/Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three Business Days (or within such longer period as is reasonably required to liquidate investments in the Acquisition/Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is due and owing and constitutes a Cost of a Project based upon itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Acquisition/Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Acquisition/Construction Fund or to inquire into the purposes for which disbursements are being made from the Acquisition/Construction Fund.

(c) The Issuer shall deliver to the Trustee, within ninety (90) days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 4.1(c) herein shall state that there is a claim or claims in controversy

which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Acquisition/Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 4.1, any balance remaining in the applicable account in the Acquisition/Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund, to redeem the Series of Bonds issued to finance such Project or to be used for such other purpose or purposes as approved by bond counsel.

(g) The Trustee may, to the extent there are no other monies held under the Indenture, use any moneys in the Acquisition/Construction Fund to pay Principal and interest on the Bonds at any time upon the occurrence of an Event of Default.

Section 4.2 Application of Revenues.

(a) Unless otherwise provided herein, all Revenues shall be deposited in the Revenue Fund and shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(b) As a first charge and lien on the Revenues, the Issuer shall cause to be paid from the Revenue Fund from time to time as the Issuer shall determine, all Operation and Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

(c) So long as any Bonds are Outstanding, as a second charge and lien on the Revenues after payment of Operation and Maintenance Expenses, i.e., from the Net Revenues, the Issuer shall, at least fifteen (15) days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for and deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the Issuer need not transfer moneys to the Trustee to pay interest on the Bonds); plus

(ii) the Principal and premium, if any, falling due on the next succeeding Interest Payment Date established for the Bonds; plus

(iii) the Sinking Fund Installment, if any, falling due on the next succeeding Interest Payment Date.

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the Principal of, premium, if any, and interest on the Bonds promptly on each such Interest Payment Date as the same become due and payable.

(d) As a third charge and lien on the Net Revenues (on a parity basis), the Issuer shall make the following transfers to the Trustee on or before the fifteenth day of each month of each year:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the account(s) in the Debt Service Reserve Fund any amounts required hereby and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein and in any Supplemental Indenture and (B) if moneys shall have been withdrawn from an account in the Debt Service Reserve Fund or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, moneys sufficient in amount to restore such account(s) within one Year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 4.2(d)(ii) hereof) of remaining Net Revenues if less than the full amount necessary; and

(ii) Equally and ratably to the account(s) of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect, such amount or a ratable portion (based on the amount to be transferred pursuant to Section 4.2(d)(i) hereof) if less than the full amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Net Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one Year from any draw date under the Reserve Instrument.

(e) As a fourth charge and lien on the Net Revenues, the Issuer shall deposit in the Repair and Replacement Fund any amount required hereby and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding from time to time, the Issuer shall deposit to the Repair and Replacement Fund from the Revenue Fund all

remaining Net Revenues of the System after payments required by Sections 4.2(b), 4.2(c) and 4.2(d) herein have been made until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. This provision is not intended to limit, and shall not limit, the right of the Issuer to deposit additional moneys in the Repair and Replacement Fund from time to time as the Issuer may determine.

(f) The foregoing provisions set forth in Sections 4.2(b), 4.2(c), 4.2(d), and 4.2(e) may be revised by a Supplemental Indenture for any Series of Bonds having other than semiannual Interest Payment Dates.

(g) The Net Revenues remaining after the foregoing deposits and transfers and not required to be used for remedying any deficiencies in payments previously made into the funds hereinabove established, may be used at any time for any of the following:

(i) redemption of Bonds;

(ii) refinancing, refunding, or advance refunding of any Bonds;

(iii) deposit to the Rate Stabilization Fund; or

(iv) any other lawful purpose.

Section 4.3 Use of Bond Fund.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

(i) accrued interest received upon the issuance of any Series of Bonds;

(ii) all moneys payable by the Issuer as specified in Section 4.2(c) hereof;

(iii) any amount in the Acquisition/Construction Fund to the extent required by or directed pursuant to Section 4.1(f) hereof upon completion of a Project;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 4.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 6.4 hereof and as provided in this Section 4.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Interest Payment Date, the amount required to pay the Principal Installment due on such date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to Principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay Principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (1) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding); (2) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms; and (3) the fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under

any Reserve Instrument Agreement; all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 4.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the Principal of such Term Bonds.

Section 4.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 4.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination of (a) and (b) thereof, (i) deposited from available Net Revenues over the period of time specified therein, or (ii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 4.5, the Issuer is required, pursuant to Section 4.2(d) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event moneys on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and a Reserve Instrument applicable to such Series is in effect, the Trustee shall immediately make a demand for payment on such Reserve Instrument, to the maximum extent authorized by such Reserve Instrument, in the amount necessary to

make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 4.2(d)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds is Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

The Issuer may, upon obtaining approving opinion of bond counsel to the effect that such transaction will not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument.

Section 4.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Section 4.7 Use of Repair and Replacement Fund. All moneys in the Repair and Replacement Fund may be drawn on and used by the Issuer for the purpose of (a) paying the cost of unusual or extraordinary maintenance or repairs of the System; (b) paying the costs of any renewals, renovation, improvements, expansion or replacements to the System; and (c) paying the cost of any replacement of buildings, lines, equipment and other related facilities, to the extent the same are not paid as part of the ordinary and normal expense of the operation of the System.

Moneys shall be deposited at least semi annually from available Net Revenues in such amounts as may be required from time to time by each Supplemental Indenture until the Repair and Replacement Fund has an amount equivalent to the Repair and Reserve Replacement Requirement. Any deficiencies below the Repair and Reserve Replacement Requirement shall be made up from Net Revenues of the System available for such purposes. Moneys at any time on deposit in the Repair and Replacement Fund in excess

of the amount required to be maintained therein may, at any time, be maintained in the Repair and Replacement Fund or may be used by the Issuer for any lawful purpose.

Section 4.8 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of this Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Rebatable Arbitrage, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Rebatable Arbitrage from the funds and accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the Rebatable Arbitrage to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any Rebatable Arbitrage over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 4.8 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 4.8.

(d) The Trustee shall, at least sixty (60) days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 4.8. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any

successor. The Issuer expressly agrees that, notwithstanding any other provision of the Indenture, any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 4.8 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Bonds.

Section 4.9 Use of Rate Stabilization Fund. The Rate Stabilization Fund may be funded by the Issuer from Revenues of the System transferred from the Revenue Fund as provided in Section 4.2(g)(iii). The Issuer may, from time to time, designate all or a portion of the amounts on deposit in the Rate Stabilization Fund as Other Available Moneys (as described in the definition thereof). Except for amounts designated as provided in the immediately preceding sentence (for the Bond Fund Year so designated), amounts on deposit in the Rate Stabilization Fund may be used by the Issuer for any lawful purpose and to the extent that amounts on deposit in the Revenue Fund are insufficient in any Bond Fund Year to fund all obligations set forth in Sections 4.2(b), 4.2(c), 4.2(d) and 4.2(e) during that Bond Fund Year, the Issuer covenants to transfer moneys from the Rate Stabilization Fund to the Revenue Fund to cover any such insufficiency.

Section 4.10 Investment of Funds. Any moneys in the Bond Fund, the Acquisition/Construction Fund, the Reserve Instrument Fund, the Rebate Fund or the Debt Service Reserve Fund shall, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund, the Reserve Instrument Fund and Debt Service Reserve Fund may only be invested in Qualified Investments having a maturity date of one Year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the funds for the purposes for which the funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Acquisition/Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 4.5 hereof.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 4.10. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by law, make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

The Issuer may invest the amounts on deposit in the Revenue Fund, the Repair and Replacement Fund, and the Rate Stabilization Fund as permitted by applicable law.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered arbitrage bonds within the meaning of the Code or the Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 4.11 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 4.8 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the Principal of, premium, if any, and interest on the Bonds, all Repayment Obligations and the fees and expenses of the Trustee payable hereunder.

Section 4.12 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE V

GENERAL COVENANTS

Section 5.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder, Security Instrument Issuer and Reserve Instrument Provider as follows:

(a) While any of the Principal of and interest on the Bonds are outstanding and unpaid, or any Repayment Obligations are outstanding, any resolution or other enactment of the Governing Body of the Issuer, applying the Net Revenues for the payment of the Bonds and the Repayment Obligations shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both Principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or the Repayment Obligations which would in any way jeopardize the timely payment of Principal or interest when due. Furthermore, the rates including connection fees, for all services supplied by the System to the Issuer and to its inhabitants and to all customers within or without the boundaries of the Issuer, shall be sufficient to pay the Operation and Maintenance Expenses for the System, and to provide Net Revenues for each Bond Fund Year of not less than 115% of the Aggregate Annual Debt Service Requirement for such year, plus an amount sufficient to fund the Debt Service Reserve Fund in the time, rate and manner specified herein, provided, however, that such rates must be reasonable rates for the type, kind and character of the service rendered. The Issuer agrees that should its annual financial statement made in accordance with the provisions of Section 5.1(d) disclose that during the period covered by such financial statement the Net Revenues were not at least equal to the above requirement, the Issuer shall request that a Qualified Engineer make recommendations as to the revision of the rates, charges and fees and that the Issuer on the basis of such recommendations will revise the schedule of rates, charges and fees insofar as is practicable and further revise Operation and Maintenance Expenses so as to produce the necessary Net Revenues as herein required.

(b) The Issuer will maintain the System in good condition and operate the same in an efficient manner.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider shall have a right, in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge or collect reasonable rates for services supplied by the System sufficient to meet all requirements hereof and of any applicable Security Instrument Agreement and Reserve Instrument Agreement.

(d) So long as any Principal and interest payments of the Bonds are Outstanding, or any Repayment Obligations are outstanding, proper books of

record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof, shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Net Revenues and the System, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

(e) [There shall be no free [water or sewer] service, and such rates shall be charged against all users of the System, including the Issuer.]

All expenses incurred in compiling the information required by this Section 5.1 shall be regarded and paid as an Operation and Maintenance Expense.

Section 5.2 First Lien Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Net Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Net Revenues and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Net Revenues, or (iii) funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 5.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Net Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Net Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent

herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 5.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 5.5 List of Bondholders. The Trustee will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered in the Register in the hands of the Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Registrar, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Section 5.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of moneys hereunder, but only to the extent such moneys are made available to the Issuer from Bond proceeds or other funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Principal Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the Principal Corporate Trust Office of said alternate Paying Agents.

Section 5.7 Tax Exemption of Bonds. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 5.7 as "tax-exempt Bonds." Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not adversely affect the excludability of the interest on any Bonds from gross income for federal income tax purposes.

The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such

Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as arbitrage bonds within the meaning of the Code and the Regulations promulgated or proposed thereunder. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includable in gross income for federal income tax purposes, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includable in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for federal income tax purposes of interest payable on the Bonds.

Section 5.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 5.9 Management of System. The Issuer, in order to assure the efficient management and operation of the System and to assure each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition.

Section 5.10 Use of Legally Available Moneys. Notwithstanding any other provisions hereof, nothing herein shall be construed to prevent the Issuer from (i) paying all or any part of the Operation and Maintenance Expenses from any moneys available to the Issuer for such purpose, (ii) depositing any moneys available to the Issuer for such purpose in any account in the Bond Fund for the payment of the interest on, premium, if any, or the Principal of any Bonds issued under provisions hereof or for the redemption of any such Bonds or for the payment of any Security Instrument Repayment Obligations, or (iii) depositing any moneys available to the Issuer for such purpose in the Reserve Instrument Fund for the payment of any amounts payable under any applicable Reserve Instrument Agreement.

Section 5.11 Payment of Taxes and Other Charges. The Issuer covenants that all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon the System or upon any part thereof or upon any income therefrom will be paid when the same shall become due, that no lien or charge upon the System or any part thereof or upon any Revenues thereof, except for the lien and charge thereon created hereunder and securing the Bonds, will be created or permitted to be created ranking

equally with or prior to the Bonds (except for the parity lien thereon of Additional Bonds issued from time to time hereunder and under Supplemental Indentures hereto), and that all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon the Revenues thereof will be paid or discharged, or adequate provision will be made for the payment or discharge of such claims and demands within sixty (60) days after the same shall accrue; provided, however, that nothing in this Section 5.11 shall require any such lien or charge to be paid or discharged or provision made therefor so long as the validity of such lien or charge shall be contested in good faith and by appropriate legal proceedings.

Section 5.12 Insurance. The Issuer, in its operation of the System, will self-insure or carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Bond Fund.

Section 5.13 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the Governing Body of the Issuer or any official thereof.

Section 5.14 Covenant Not to Sell. The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Principal of and interest on the Bonds, and all Repayment Obligations, have been paid in full, except as follows:

(a) The Issuer may sell any portion of said property (i) which shall have been replaced by other property of at least equal value, (ii) which shall cease to be necessary for the efficient operation of the System and the disposition of which will not, as determined by the Governing Body of the Issuer, result in a material reduction in Net Revenues in any Year; or (iii) the value, as determined by the Governing Body of the Issuer, of the property to be sold, leased, abandoned, mortgaged, or otherwise disposed of (together with any other property similarly disposed of within the Year immediately preceding the proposed disposition) does not exceed 5% of the value of the assets of the System, as determined by the Governing Body of the Issuer, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale not needed to acquire other property of the System shall be paid into the Bond Fund.

(b) The Issuer may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right does not impede the operation of the System; and any payment received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Revenues.

Section 5.15 Billing Procedure. The Issuer shall submit a monthly billing for services rendered to persons who are liable for the payment of charges for such services, and shall require that each such bill be paid in full as a unit, and refuse to permit payment of a portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the user concerned to be cut off immediately.

Section 5.16 Annual Budget. Prior to the beginning of each fiscal year the Issuer shall prepare and adopt a budget for the System for the next ensuing fiscal year. At the end of the first six (6) months of each fiscal year, the Issuer shall review its budget for such fiscal year, and in the event actual Revenues, Operation and Maintenance Expenses or other requirements do not substantially correspond with such budget, the Issuer shall prepare an amended budget for the remainder of such fiscal year. The Issuer also may adopt at any time an amended budget for the remainder of the then current fiscal year.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

Section 6.1 Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the Principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within thirty (30) days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer's property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within thirty (30) days from the date of assumption of such custody or control; or

(i) if the Issuer shall fail to perform any other of the covenants, conditions, agreements and provisions contained in the Bonds, or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 6.1, and such failure shall continue for thirty (30) days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding hereunder; or

(j) any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 6.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 7.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the Principal of, premium, if any, and interest on any Outstanding Bonds or to enforce any obligations of the Issuer hereunder.

If an Event of Default shall have occurred and if requested so to do by (i) Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of the Bonds then Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate principal amount of the Bonds then Outstanding, and indemnified as provided in Section 7.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 6.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 6.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of not less than 50% in aggregate principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate principal amount of the Bonds then Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 6.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this ARTICLE VI shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the Principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for

redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 6.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of Principal paid on such dates shall cease to accrue.

Section 6.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Outstanding Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 6.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 6.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity

or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 7.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 7.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the Principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 6.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.8 Waivers of Events of Default. Subject to Section 7.1(g) hereof, the Trustee may in its discretion, and with the prior written consent of all Security Instrument Issuers at the time providing Security Instruments, waive any Event of Default hereunder and its consequences and shall do so upon the written request of (a) the Registered Owners of not less than 50% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate principal amount of the Bonds then

Outstanding in respect of which an Event of Default in the payment of Principal and interest exist, or (b) not less than 50% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate principal amount of the Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the Principal of any Bonds at the date that a Principal Installment is due, or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of Principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 6.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, the Security Instrument Issuers, and Reserve Instrument Providers.

ARTICLE VII

THE TRUSTEE

Section 7.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any Supplemental Indenture or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such

request or giving such authority or consent is the Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 7.1(g) herein, or of which by said Section it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 6.1(a) or 6.1(b), unless the Trustee shall be specifically notified in writing of such Event of Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of not less than 25% in the aggregate principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any

property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other moneys except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own moneys or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such moneys or satisfactory indemnity against such risk or liability is not assured to it.

Section 7.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or Principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 7.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 7.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 7.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section

provided, then the Trustee shall give written notice thereof by certified mail to all Security Instrument Issuers, Reserve Instrument Providers, and to Registered Owners of all Bonds then Outstanding shown on the Register kept by the Registrar for the Bonds.

Section 7.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 7.4 are subject to the approval of a court of competent jurisdiction.

Section 7.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by certified mail, and by certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 7.8 hereof; provided, however, that if no successor Trustee has been appointed within sixty (60) days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 7.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of not less than 50% in aggregate Principal amount of the Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 7.8 Appointment of Successor Trustee; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver

appointed by a court, a successor may be appointed by the Issuer (or, if an Event of Default exists, by the Registered Owners of not less than 50% in aggregate principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). Every successor Trustee appointed pursuant to the provisions of this Section 7.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 7.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this ARTICLE VII shall be filed or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 7.10 Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 7.11 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for Principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 7.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 7.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 7.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Security Instrument Issuer and Reserve Instrument Provider requesting the same. The Trustee shall also make available for inspection by any Registered Owner a copy of said annual accounting (with the names and addresses of Registered Owners receiving payment of debt service on the Bonds deleted therefrom) and shall mail the same if requested in writing to do so by Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding to the designee of said Owners specified in said written request at the address therein designated. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's

independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 7.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 7.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct.

Section 7.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 8.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners, Reserve Instrument Providers or Security Instrument Issuers, enter into Supplemental Indentures, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To provide for the issuance of Initial Bonds, Construction Bonds, Refunding Bonds, and Bond Anticipation Notes in accordance with the provisions of Sections 2.1, 2.13, 2.14, and 2.15 hereof;

(b) To cure any ambiguity or formal defect or omission herein;

(c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon them and which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without their consent;

(d) To subject to this Indenture or other revenues, properties, collateral or security;

(e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuer or any Reserve Instrument Provider, requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (i) to establish or maintain the excludability from gross income for federal income tax purposes of interest payable on the Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service thereof or of regulations proposed or promulgated thereunder, or (ii) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the funds established hereunder to the United States of America;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project, (2) an opinion of bond counsel to the effect that such amendment will not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Bonds (if applicable) or validity of the Bonds and (3) a certificate of the Issuer to the effect that such amendment will not adversely affect the Issuer's ability to comply with the provisions of the Indenture; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 8.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 8.1 hereof and subject to the terms and provisions contained in this Section 8.2, and not otherwise, the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any other Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any Supplemental Indenture; provided, however, that nothing in this Section 8.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any fund established hereunder applicable to any Bonds without the consent of the Registered Owners of

Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of the Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of Bonds then Outstanding which would be affected by the action to be taken. In addition, no Supplemental Indenture hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 8.1 hereof, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

ARTICLE IX

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the Principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the Principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this ARTICLE IX when payment of the Principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to Principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding Paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the Principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);

(b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to the provisions of this Indenture; and

(c) if the Bonds to be redeemed will not be redeemed within ninety (90) days of such deposit, directing the Trustee to mail, as soon as practicable, in the manner prescribed by ARTICLE II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this ARTICLE IX has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this ARTICLE IX and stating the maturity or redemption date upon which moneys are to be available for the payment of the Principal or redemption price, if applicable, on said Bonds as specified in Subparagraph (a) above.

Any moneys so deposited with the Trustee as provided in this ARTICLE IX may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this ARTICLE IX which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay Principal and interest on the Bonds when due and payable.

No such deposit under this ARTICLE IX shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any tax-exempt Bonds to be treated as arbitrage bonds within the meaning of the Code or the Regulations proposed or promulgated thereunder.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this ARTICLE IX, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this ARTICLE IX for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in ARTICLE VII hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this ARTICLE IX for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this ARTICLE IX shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE X

MISCELLANEOUS

Section 10.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 10.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 10.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 10.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by certified mail addressed to it at 1680 East Heritage Drive, Eagle Mountain, Utah 84043, Attention: Mayor, or to such address as the Issuer may from time to time file with the

Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by certified mail addressed to it at U.S. Bank National Association, 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, Attention: Corporate Trust Services, or to such other address as the Trustee may from time to time file with the Issuer.

Section 10.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 10.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.7 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 10.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the Principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 10.9 Holidays. If any date for the payment of Principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 10.10 Effective Date. This Indenture shall become effective immediately.

Section 10.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

EAGLE MOUNTAIN CITY, as Issuer

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: Kim R Galbraith

Title: Vice President

EXHIBIT A

FORM OF REQUISITION

Re: Eagle Mountain City Water and Sewer Revenue Bonds, _____ in the sum of $_____

U.S. Bank National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

You are hereby authorized to disburse from the Series _____ Account of the Acquisition/Construction Fund with regard to the above-referenced Bonds the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE:

_____

_____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

_____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series _____ Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), and has not been the basis for a previous withdrawal.

The amount remaining in the Series _____ Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series _____ Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series _____ Account of the Acquisition/Construction Fund, will,

together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series _____ Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the moneys remaining in the Series _____ Account of the Acquisition/Construction Fund, together with such other moneys and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED:_____ By:_____

Its:_____

SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [June 1], 2026

between

EAGLE MOUNTAIN CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

and Supplementing the
General Indenture of Trust
Dated as of July 1, 2007

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SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

This Seventh Supplemental Indenture of Trust, dated as of [June 1], 2026, by and between Eagle Mountain City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank Trust Company, National Association, a national bank duly organized and existing under the laws of the United States, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of July 1, 2007, as heretofore supplemented (the "General Indenture") with the Trustee; and

[WHEREAS, the Issuer has previously issued and has outstanding its Water and Sewer Revenue Refunding Bonds, Series 2018A; and]

WHEREAS, the Issuer desires to issue its Water and Sewer Revenue Bonds, Series 2026, in the aggregate principal amount of $[PAR] (the "Series 2026 Bonds"), to (i) finance improvements to its water and sewer system and all related improvements, and (ii) pay the costs of issuance of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Seventh Supplemental Indenture of Trust (the "Seventh Supplemental Indenture," and collectively with the General Indenture, and any amendments of supplements thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and this Seventh Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Seventh Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2026 Bonds and all other Bonds Outstanding and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Seventh Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank Trust Company, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all

right, title and interest of the Issuer in and to (a) the Net Revenues (as defined in the General Indenture), (b) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (c) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I
SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Seventh Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means the date of delivery of the Series 2026 Bonds.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

["Insurance Policy" means the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2026 Bonds when due. For purposes of the Indenture, the Insurance Policy shall constitute a Security Instrument under the Indenture.]

["Insurer" or "_____" means with respect to the Series 2026 Bonds, _____, a New York mutual insurance company, or any successor thereto or assignee thereof. For purposes of the Indenture, the Insurer shall constitute a Security Instrument Issuer.]

"Interest Payment Date" means with respect to the Series 2026 Bonds each May 15 and November 15 commencing [November 15, 20___].

"Paying Agent", when used with respect to the Series 2026 Bonds, means the person or persons authorized by the Issuer to pay the principal of (and premium, if any, on), and interest on, the Series 2026 Bonds on behalf of the Issuer, and initially is the Trustee.

"Register" means the record of ownership of the Series 2026 Bonds maintained by the Registrar.

"Registrar" when used with respect to the Series 2026 Bonds, means the Trustee.

"Series 2026 Bonds" means the Issuer's Water and Sewer Revenue Bonds, Series 2026, herein authorized.

"Series 2026 Cost of Issuance Account" means the account established pursuant to Section 3.1 herein with respect to the Series 2026 Bonds.

"Underwriter" means [_____].

ARTICLE II
ISSUANCE OF THE SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2026 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (a) finance improvements to its water and sewer system and all related improvements and (b) pay costs incurred in connection with the issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $[PAR] in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. Interest shall be calculated on the basis of a year of three hundred sixty (360) days comprised of twelve (12) thirty (30) day months. The Series 2026 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title "Eagle Mountain City, Utah Water and Sewer Revenue Bonds, Series 2026."

Section 2.2 Date, Maturities and Interest. The Series 2026 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2026 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity (November 15)	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Optional Redemption. The Series 2026 Bonds maturing on or before November 1, 20___, are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after November 1, 20___, are subject to redemption prior to maturity in whole or in part at the option of the Issuer on November 1, 20___, or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 2.1 [Mandatory Sinking Fund Redemption of Series 2026 Bonds. The Series 2026 Bonds maturing on November 1, 20___, are subject to mandatory sinking fund redemption at a price of 100% of the principal amount thereof plus accrued interest to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (November 1)	Mandatory Sinking Fund Redemption Amount

* Final maturity.

Upon redemption of the Series 2026 Bonds maturing on November 1, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2026 Bonds maturing on November 1, 20___, in such order of mandatory sinking fund date as shall be directed by the Issuer.

To the extent that a mandatory sinking fund redemption results in the reduction in aggregate Principal amount of the Series 2026 Bonds outstanding, a Registered Owner shall not be required to submit its Series 2026 Bond certificate to the Trustee for payment and shall instead make an appropriate notation on such Series 2026 Bond certificate indicating the date and amounts of such redemption in Principal, except in the case of final maturity, in which case the certificate must be

presented to the Trustee prior to payment. The Trustee's records shall govern in the case of discrepancy with the noted schedule on the Series 2026 Bonds, absent manifest error.]

Section 2.2 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2026 Bonds and the City Recorder to countersign and attest by facsimile or manual signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2026 Bonds.

Section 2.3 Delivery of Bonds. It is hereby determined that the Series 2026 Bonds shall be authenticated and delivered to the Underwriter upon compliance with Section 2.4 of the General Indenture and payment of the purchase price thereof.

Section 2.4 Designation of Registrar. U.S. Bank Trust Company, National Association, Salt Lake City, Utah, is hereby designated as Registrar for the Series 2026 Bonds, the acceptance of which appointment shall be evidenced by execution of this Seventh Supplemental Indenture by the Trustee.

Section 2.5 Designation of Paying Agent. U.S. Bank Trust Company, National Association, Salt Lake City, Utah, is hereby designated as Paying Agent for the Series 2026 Bonds, the acceptance of which appointment shall be evidenced by execution of this Seventh Supplemental Indenture by the Trustee.

Section 2.6 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.6 the Registered Owner of all Series 2026 Bonds shall be, and the Series 2026 Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (d)(ii) of this Section 2.6, "DTC"). Payment of the interest on any Series 2026 Bond shall be made in accordance with the provisions of this Seventh Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2026 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2026 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2026 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other

person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2026 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2026 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2026 Bond, (2) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2026 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2026 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.6, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Seventh Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Seventh Supplemental Indenture, the word "Cede" in this Seventh Supplemental Indenture shall refer to such new nominee of DTC.

(c) Except as provided in paragraph (d)(iii) of this Section 2.6, and notwithstanding any other provisions of this Seventh Supplemental Indenture, the Series 2026 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2026 Bonds under applicable law.

(i) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2026 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2026 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2026 Bonds.

(ii) Upon the termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (d)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (d)(i) or subsection (d)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2026 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2026 Bonds.

(iii) Notwithstanding any other provision of this Seventh Supplemental Indenture to the contrary, so long as any Series 2026 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2026 Bond and all notices with respect to such Series 2026 Bond shall be made and given, respectively, to DTC.

In connection with any notice or other communication to be provided to Holders of Series 2026 Bonds registered in the name of Cede pursuant to this Seventh Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.7 Limited Obligation. The Series 2026 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues except to the extent paid out of moneys attributable to the Series 2026 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof.

Section 2.8 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2026 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues

Section 2.9 Series 2026 Bonds as Construction Bonds. The Series 2026 Bonds are issued as Construction Bonds under the Indenture and are on parity with Bonds previously issued and Outstanding under the General Indenture. The Issuer hereby certifies that the requirements of Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2026 Bonds and certified to the Trustee in a certificate in the form attached hereto as Exhibit B.

ARTICLE III
APPLICATION OF PROCEEDS

Section 3.1 Establishment of the Series 2026 Accounts. There are hereby established with the Trustee (i) a Series 2026 Acquisition and Construction Account within the Acquisition and Construction Fund and [(ii) a Series 2026 Debt Service Reserve Account within the Debt Service Reserve Fund,] to be held and administered by the Trustee in accordance with the General Indenture and this Seventh Supplemental Indenture.

Section 3.2 Application of Proceeds of the Series 2026 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2026 Bonds in the amount of $[_____], being an amount equal to the principal amount thereof, plus a [net] reoffering premium of $[_____], less an underwriter's discount of $[_____] [and less a Bond Insurance Premium of $[_____] to be paid by the Underwriter on behalf of the Issuer], which amount the Trustee shall apply as follows:

(a) $[_____] shall be deposited into the Series 2026 Acquisition and Construction Account, including $[_____] to be used to pay costs of issuance of the Series 2026 Bonds; and

(b) $[_____] shall be deposited into the Series 2026 Debt Service Reserve Account.

Section 3.3 Series 2026 Acquisition/Construction Account. Disbursements of moneys in the Series 2026 Acquisition/Construction Account shall be made in accordance with the terms of Section 3.1 of the General Indenture; provided, however, that the costs of issuance of the Series 2026 Bonds shall be paid by the Trustee from the Series 2026 Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form attached hereto as Exhibit B.

Section 3.4 Debt Service Reserve Fund. [There is no Debt Serve Reserve Requirement with respect to the Series 2026 Bonds.] [$_____ shall be deposited into the 2026 Debt Service Reserve Account and shall be used and when used, replenished, pursuant to Section 4.5 of the General Indenture.]

Section 3.5 [No] Repair and Replacement Fund. [For purposes of the Series 2026 Bonds, there is no Repair and Replacement Reserve Requirement.]

ARTICLE IV
[PROVISIONS CONCERNING INSURANCE]

Section 4.1 Insurance Policy. Upon the issuance of the Series 2026 Bonds, the Issuer shall cause the Insurer to deliver the Insurance Policy.

Section 4.2 Provisions Relating to the Insurance Policy. Notwithstanding any other provision of the Indenture to the contrary, so long as the Series 2026 Bonds remain outstanding or any amounts are owed to the Insurer and the Insurer is not then in default under any payment obligations under the Insurance Policy the following provisions shall apply:

(b) Notice and Other Information to be given to the Insurer. The Issuer will provide the Insurer with all notices and other information it is obligated to provide (i) under its Limited Continuing Disclosure Undertaking and (ii) to the holders of Series 2026 Bonds or the Trustee under the Indenture.

(c) The notice address of the Insurer is: [_____], Attention: [_____], Re: Policy No. _____ Telephone: [_____], Telecopier: [_____], Email: [_____]. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at [_____] or at Telecopier: [_____] and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(d) Defeasance. The investments in the defeasance escrow relating to Series 2026 Bonds shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by the Insurer.

(e) At least (three) 3 Business Days prior to any defeasance with respect to the Series 2026 Bonds, the Issuer shall deliver to the Insurer draft copies of an escrow agreement, an opinion regarding the validity and enforceability of the escrow agreement and the defeasance of the Series 2026 Bonds, a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to the Insurer and shall be in form and substance satisfactory to the Insurer. In addition, the escrow agreement shall provide that:

(i) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Series 2026 Bonds is excludable) from gross income of the holders of the Series 2026 Bonds of the interest on the Series 2026 Bonds for federal income tax purposes and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

(ii) The Issuer will not exercise any prior optional redemption of Series 2026 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(iii) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Insurer.

(f) Trustee and Paying Agent. (i) the Insurer shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Series 2026 Bonds or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least $250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets, or (C) otherwise approved by the Insurer in writing.

(ii) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, acceptable to the Insurer, shall be qualified and appointed.

(g) Amendments, Supplements and Consents. the Insurer's prior written consent is required for all amendments and supplements to the Indenture with the exceptions noted below. The Issuer shall send copies of any such amendments or supplements to the Insurer and the rating agencies which have assigned a rating to the Series 2026 Bonds.

(i) Consent of the Insurer. Any amendments or supplements to the Indenture shall require the prior written consent of the Insurer with the exception of amendments or supplements:

(1) To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or

(2) To grant or confer upon the holders of the Series 2026 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Series 2026 Bonds (including but not limited to, adding revenues or other security), or

(3) To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Indenture, other conditions, limitations and restrictions thereafter to be observed, or

(4) To add to the covenants and agreements of the Issuer in the Indenture other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power therein reserved to or conferred upon the Issuer.

(5) To issue additional parity debt in accordance with the requirements set forth in the Indenture.

(ii) Consent of the Insurer in Addition to Bondholder Consent. Any amendment, supplement, modification to, or waiver of, any of the Indenture that requires the consent of holders of the Series 2026 Bonds or adversely affects the rights or interests of the Insurer shall be subject to the prior written consent of the Insurer.

(iii) Insolvency. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Insurer. The Trustee and each owner of the Series 2026 Bonds hereby appoint the Insurer as their agent and attorney-in-fact with respect to the Series 2026 Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Series 2026 Bonds delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Series 2026 Bonds with respect to the Series 2026 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(iv) Control by the Insurer Upon Default. Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Series 2026 Bonds or the Trustee or Paying Agent for the benefit of the holders of the Series 2026 Bonds under any Indenture. No default or event of default may be waived without the Insurer's written consent.

(v) the Insurer as Owner. Upon the occurrence and continuance of a default or an event of default, the Insurer shall be deemed to be the sole owner of

the Series 2026 Bonds for all purposes under the Indenture, including, without limitations, for purposes of exercising remedies and approving amendments.

(vi) Consent of the Insurer for acceleration. the Insurer's prior written consent is required as a condition precedent to and in all instances of acceleration.

(vii) Grace Period for Payment Defaults. No grace period shall be permitted for payment defaults on the Series 2026 Bonds. No grace period for a covenant default shall exceed 30 days without the prior written consent of the Insurer.

(viii) Special Provisions for Insurer Default. If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs (f)(i)-(v) above to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Policy, to the extent of such payment the Insurer shall be treated like any other holder of the Series 2026 Bonds for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Insurer (including without limitation under the New York Insurance Law).

(h) The Insurer as Third-Party Beneficiary. The Insurer is recognized as and shall be deemed to be a third-party beneficiary of the Indenture and may enforce the provisions of the Indenture as if it were a party thereto.

(i) Payment Procedure Under the Policy. In the event that principal and/or interest due on the Series 2026 Bonds shall be paid by the Insurer pursuant to the Policy, the Series 2026 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the

registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Series 2026 Bonds, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2026 Bonds due on such payment date, the Paying Agent or Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Insurer or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Series 2026 Bonds has been required to disgorge payments of principal of or interest on the Series 2026 Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Series 2026 Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the Series 2026 Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holders of the Series 2026 Bonds in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the Series 2026 Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from the Insurer with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "the Insurer Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Series 2026 Bonds, and (iv) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the Series 2026 Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holder of the Series 2026 Bonds in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the Series 2026 Bonds surrendered to the Insurer, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Insurer, (iii) segregate all such payments in the Insurer Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Series 2026 Bonds, and (iv) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Series 2026 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of the Series 2026 Bonds registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement bond to the Insurer, registered in the name directed by the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement bond shall have no effect on the amount of principal or interest payable by the Issuer on any Series 2026 Bond or the subrogation or assignment rights of the Insurer.

Payments with respect to claims for interest on and principal of Series 2026 Bonds disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Series 2026 Bonds, and the Insurer shall become the owner of such unpaid Series 2026 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Indenture shall not be discharged or terminated unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer, and the Paying Agent and Trustee agree for the benefit of the Insurer that:

(i) They recognize that to the extent the Insurer makes payments directly or indirectly (e.g., by paying through the Paying Agent or Trustee), on account of principal of or interest on the Series 2026 Bonds, the Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Indenture and the Series 2026 Bonds; and

(ii) They will accordingly pay to the Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Series 2026 Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Series 2026 Bonds to holders, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

(j) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse the Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Insurer may pay or incur, including, but not limited to, fees and expenses of the Insurer’s agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents (“Administrative Costs”). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Insurer spent in connection with the actions described in the preceding sentence. The Issuer agrees that

failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Insurer until the date the Insurer is paid in full.

Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy ("the Insurer Policy Payment"); and (ii) interest on such the Insurer Policy Payments from the date paid by the Insurer until payment thereof in full by the Issuer, payable to the Insurer at the Late Payment Rate per annum (collectively, "the Insurer Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, the Insurer Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Series 2026 Bonds on a parity with debt service due on the Series 2026 Bonds.

(k) Exercise of Rights by the Insurer. The rights granted to the Insurer under the Indenture to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Series 2026 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders of the Series 2026 Bonds or any other person is required in addition to the consent of the Insurer.

(l) Principal and Interest. the Insurer shall be entitled to pay principal or interest on the Series 2026 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Series 2026 Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Insurer has received a claim upon the Policy.

(m) So long as the Series 2026 Bonds are outstanding or any amounts are due and payable to the Insurer, the Issuer shall not sell, lease, transfer, encumber or otherwise dispose of the System or any material portion thereof, except upon obtaining the prior written consent of the Insurer.

(n) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or source of payment of the Series 2026 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(o) If an event of default occurs under any agreement pursuant to which any Obligation of the Issuer has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Series 2026 Bonds or the Insurer, as the Insurer may determine in its sole discretion, then an event of default shall be deemed to

have occurred under this Indenture and the related Documents for which the Insurer or the Trustee, at the direction of the Insurer, shall be entitle to exercise all available remedies under the Indenture, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Series 2026 Bonds.

(p) Definitions.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2026 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the Insurer, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to the Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Security Documents" shall mean the resolution, trust agreement, indenture, bond, certificate and/or any additional or supplemental document executed in connection with the Series 2026 Bonds.]

ARTICLE V
CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Seventh Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, as heretofore amended and supplemented, and this Seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Seventh Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Confirmation of Sale of Series 2026 Bonds. The sale of the Series 2026 Bonds to the Underwriter at a price of $[_____] is hereby ratified, confirmed, and approved.

Section 6.2 Severability. If any provision of this Seventh Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question

inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Seventh Supplemental Indenture contained, shall not affect the remaining portions of this Seventh Supplemental Indenture, or any part thereof.

Section 6.3 Counterparts. This Seventh Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.4 Applicable Law. This Seventh Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 6.5 Effective Date. This Seventh Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Seventh Supplemental Indenture of Trust to be executed as of the date first written above.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Vice President

EXHIBIT A

FORM OF SERIES 2026 BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
EAGLE MOUNTAIN CITY
WATER AND SEWER REVENUE BONDS
SERIES 2026

Number R - _____ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
%	___		

Registered Owner: CEDE & CO.

Principal Amount: _____ AND NO/100 DOLLARS**********

Eagle Mountain City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on May 15 and November 15 of each year commencing [November 15, 2026] (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of U.S. Bank Trust Company, National Association, Corporate Trust Services, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the "Water and Sewer Revenue Bonds, Series 2026" (the "Series 2026 Bonds") in the aggregate principal amount of $[PAR], of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of July 1, 2007, as heretofore supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of [June 1], 2026 (collectively, the "Indenture"), approved by resolution adopted on [February 17], 2026 and [March 17, 2026] (together, the "Bond Resolution"), for the purpose of providing funds to (a) finance improvements to its water and sewer system and all related improvements, and (b) pay costs incurred in connection with the issuance of the Series 2026 Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Eagle Mountain City, Utah Water and Sewer Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer's Water and Sewer systems (together, the "System") all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2026 Bonds and certain other outstanding bonds as described under the Indenture (the "Outstanding Parity Bonds") shall be payable only from the Net Revenues (as defined in the Indenture) and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2026 Bonds and the Outstanding Parity Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2026 Bonds, the terms upon which the Series 2026 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Bonds and on all Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2026 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2026 Bonds shall be in default, interest on the Series 2026 Bonds issued in exchange for Series 2026 Bonds

surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2026 Bonds surrendered.

The Series 2026 Bonds are not subject to redemption prior to maturity as described in the Seventh Supplemental Indenture.

The Series 2026 Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated corporate offices of U.S. Bank Trust Company, National Association (the "Registrar"), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Local Government Bonding Act (the "Act"), Title 11, Chapter 17, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in

any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

By: (facsimile or manual signature)
Mayor

COUNTERSIGN:

By: (facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water and Sewer Revenue Bonds, Series 2026 of Eagle Mountain City, Utah.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns, and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

[STATEMENT OF INSURANCE]

[*To be added if applicable*]

EXHIBIT B
FORM OF
CERTIFICATE OF COMPLIANCE WITH RESPECT
TO ISSUANCE OF ADDITIONAL BONDS

The undersigned Authorized Representative of Eagle Mountain City, Utah (the "Issuer"), does hereby certify, in connection with the issuance of the Issuer's Water and Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), pursuant to the General Indenture of Trust, dated as of July 1, 2007, as heretofore amended and supplemented (the "General Indenture"), and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of [June 1], 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the Issuer and U.S. Bank Trust Company, National Association, as follows:

(a) The estimated completion date of the Project is [_____] and the estimated Cost of Construction of the Project being financed by the Series 2026 Bonds is [_____];

(b) Upon the authentication and delivery of the Series 2026 Bonds, no Event of Default has occurred and is continuing under the Indenture and no event has or will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under the Indenture;

(c) (A) the estimated Net Revenues (plus any Other Available Moneys) of the Issuer for the current Bond Fund Year and each of the three succeeding Bond Fund Years, (B) the Aggregate Debt Service and the total Repayment Obligations with respect to all Series of Bonds to be Outstanding after the issuance of the Series 2026 Bonds for each of these Bond Fund Years, and (C) such estimated Net Revenues (plus any Other Available Moneys) are not less than 125% of the Aggregate Annual Debt Service Requirement on all Bonds to be Outstanding for said Bond Fund Years.

[DATE]

EAGLE MOUNTAIN CITY, UTAH

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

EXHIBIT C

FORM OF
COSTS OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank Trust Company, National Association
Corporate Trust Services
170 South Main Street, Suite 600
Salt Lake City, Utah 84101

Pursuant to **Error! Reference source not found.** of the Seventh Supplemental Indenture of Trust dated as of [June 1], 2026, you are hereby authorized to pay to the following costs of issuance from the Series 2026 Acquisition/Construction Account:

(See Attached Schedule)

_____
MAYOR,
EAGLE MOUNTAIN CITY, UTAH

Costs of Issuance

Payee	Purpose	Amount

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE CONTRACT

$[PAR]
Eagle Mountain City, Utah
Water and Sewer Revenue Bonds,
Series 2026

[_____], 2026

Eagle Mountain City
1650 East Stagecoach Run
Eagle Mountain, Utah

The undersigned, [Underwriter], as the underwriter of the hereinafter defined Series 2026 Bonds (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for you, offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Eagle Mountain City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I.

SALE, PURCHASE AND DELIVERY

Section 1.1 (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $[PAR] aggregate principal amount of Water and Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), at a purchase price of $[_____] (representing the principal amount of the Series 2026 Bonds, plus a [net] reoffering premium of $[_____] and less an Underwriter's discount of $[_____]) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2026 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2026 Bonds shall be as described in the Official Statement dated [_____], 2026, of the Issuer relating to the Series 2026 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of July 1, 2007 (the "General Indenture"), as heretofore supplemented and amended, and as further supplemented by a First Supplemental Indenture of Trust dated as of [June] 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the Issuer and

U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and all as authorized pursuant to a resolutions adopted by the City Council of the Issuer on [February 17, 2026] and [March 17, 2026] (together, the "Resolution"). The Series 2026 Bonds are payable from and secured solely by payable from and secured solely by the Net Revenues (as further defined in the Indenture). The Series 2026 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2026 Bonds are being issued for the purpose of (i) financing [water and sewer system improvements] and all related improvements (collectively, the "Series 2026 Project"), and (ii) paying costs of issuance with respect to the Series 2026 Bonds.

(d) The Indenture, the Series 2026 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2026 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2026 Bonds and offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize, maintain or otherwise affect the market prices of the Series 2026 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2 (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2026 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2026 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the

Underwriter has sold all Series 2026 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series

2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3 (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven business days of the date hereof and not later than one business days before the Closing Date, the Official Statement in sufficient number and form to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

(b) The Issuer has heretofore "deemed final" the Preliminary Official Statement dated [_____], 2026, and relating to the Series 2026 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2026 Bonds.

(c) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking

(the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as [Appendix D] to the Preliminary Official Statement and will also be set forth as [Appendix D] to the Official Statement.

Section 1.4 At approximately 9:30 a.m., Utah time, on [_____], 2026, or on such other date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2026 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2026 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2026 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2026 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1 The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2 The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3 The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or

instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4 The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.5 Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, or to the knowledge of the Issuer, any meritorious basis therefor, (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the Net Revenues, the Series 2026 Project, or the financial condition of the Issuer; (b) affecting the existence of the Issuer or the titles of its officers to their respective offices; (c) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the Net Revenues pledged pursuant to the Indenture; (d) in any way contesting or affecting the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (e) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (f) contesting the powers of the Issuer or any authority for the issuance of the Series 2026 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6 When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2026 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7 The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2026 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8 No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Net Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with

their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.9 The information contained in the Preliminary Official Statement (except as changed by the Official Statement) was, as of its date and as of the date hereof, and the information in the Official Statement will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions ["THE SERIES 2026 BONDS—Book-Entry-Only System," "UNDERWRITER," and "APPENDIX F."]

Section 2.10 The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11 The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds.

Section 2.12 The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13 If between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the

Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026 Bonds.

Section 2.14 When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15 The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16 Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17 Except as described in the Official Statement, the Issuer has not otherwise pledged or assigned the Net Revenues other than to secure and pay the Series 2026 Bonds and the Series 2026 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.18 The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19 The Issuer's audited financial statements as of, and for the year ended June 30, 2025, which are included in the Preliminary Official Statement and the Official Statement, present fairly the financial position of the Issuer and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2025, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2025, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20 Except as disclosed in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous continuous disclosure undertaking pursuant to Rule 15c2-12.

Section 2.21 The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Indenture.

ARTICLE III.

UNDERWRITER'S CONDITIONS

Section 3.1 The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered prior to and at the Closing and upon the performance by the Issuer of its obligations hereunder, as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2026 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the time of Closing for the Series 2026 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At the time of the Closing, the Official Statement shall not have been supplemented or amended, except in any such case as otherwise provided in this Purchase Contract or as may have otherwise been agreed to in writing by the Underwriter.

(c) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) the marketability of the Series 2026 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (A) enacted by the United States Congress, (B) recommended to the Congress for passage by the President of the United States or the Treasury Department of the United States, or (C) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the staff of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the occurrence of any other Congressional action,

but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds or notes (including the Series 2026 Bonds) by any decision of any court of the United States or by any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds (including the Series 2026 Bonds);

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2026 Bonds, including any action relating to (i) the tax-exempt status under Utah law of the interest to be received by any owner of the Series 2026 Bonds, or (ii) a limitation on the ability of the Issuer to collect Revenues;

(iv) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2026 Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(v) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crises, financial or otherwise, or the material escalation of such calamity or crisis, the effect of which, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2026 Bonds or to enforce contracts for the sale of the Series 2026 Bonds;

(vi) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah;

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any governmental authority having jurisdiction; or the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2026 Bonds or as to obligations of the general character of the Series 2026 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(viii) any rating of the Issuer's obligations (including the Series 2026 Bonds) shall have been downgraded or withdrawn by a national rating service, or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service, and such action, in the opinion of the Underwriter, will materially adversely affect the market price of the Series 2026 Bonds;

(ix) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer which, in the reasonable opinion of the Underwriter, has or will have a material adverse effect on the marketability of the Series 2026 Bonds;

(x) the purchase of and payment for the Series 2026 Bonds by the Underwriter, or the resale of the Series 2026 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xi) an event shall have occurred which in the reasonable opinion of the Underwriter requires the preparation and publication of a supplement or amendment to the Official Statement which has or will have a material adverse effect on the marketability of the Series 2026 Bonds or the market price thereof.

(d) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as [Appendix E] to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of the City Attorney, as counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor and the City Recorder of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2026 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2026 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, including the use of proceeds of sale of the Series 2026 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2026 Bonds have received a rating of "[_____]" from [S&P Global Ratings];

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV.

EXPENSES

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2026 Bonds. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and Disclosure Counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; [(f) the fee of Underwriter's counsel]; and (g) advertising costs and travel expenses.

The Underwriter shall pay (from the expense component of the Underwriter's discount) and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2026 Bonds, including any costs or expenses related to CUSIP Service Bureau fees, and a continuing disclosure undertaking compliance review. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse

the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Contract.

ARTICLE V.

[ROLE OF THE UNDERWRITER; RELATED DISCLOSURES]

Section 5.1 [The Issuer hereby acknowledges and agrees that:

(a) the Underwriter has heretofore provided the Issuer an engagement letter (the "Engagement Agreement"), setting forth the role and responsibilities of the Underwriter in connection with the offering of the Series 2026 Bonds and making disclosures pertinent thereto, which disclosures have previously been and are hereby acknowledged by the Issuer; and

(b) the Issuer has heretofore acknowledged in the Engagement Agreement and hereby acknowledges and agrees that:

(i) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length, commercial transaction with the Issuer, and the Underwriter has financial and other interests that differ from those of the Issuer;

(iii) the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters);

(iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract;

(v) the Issuer has consulted with its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it deemed appropriate in connection with the issuance and offering of the Series 2026 Bonds;

(vi) the Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(vii) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities under the federal securities law, as applied to the facts and circumstances of the transaction. However, the Issuer has primary responsibility for disclosure to investors. Accordingly, the Underwriter's review of the Official Statement should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.]

Section 5.2 The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Contract.

ARTICLE VI.

GENERAL

Section 6.1 Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at [_____], Attention: [_____]. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to City of Eagle Mountain, 1650 East Stagecoach Run, Eagle Mountain, Utah 84005, Attention: City Manager, with a copy thereof to Issuer's counsel, Marcus Draper, City Attorney, 1650 East Stagecoach Run, Eagle Mountain, Utah 84005. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2026 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

Section 6.2 This Purchase Contract shall be governed by the laws of the State of Utah.

Section 6.3 This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.4 Each party hereto acknowledges and agrees that it may execute this Purchase Agreement, and any variation or amendment hereto, using Electronic Signatures, as

hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 6.5 This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract shall become effective upon the execution by the Underwriter and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

EAGLE MOUNTAIN CITY, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(SEAL)

EXHIBIT A

$[PAR]
Eagle Mountain City, Utah
Water and Sewer Revenue Bonds, Series 2026

Maturity Date (November 15)	Principal Amount	Interest Rate	Yield	Price	Rule

[* General Rule Maturities.]
[c Yield to optional call on _____, 20___].

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$[PAR]
Eagle Mountain City, Utah
Water and Sewer Revenue Bonds, Series 2026

The undersigned, on behalf of [Underwriter] (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Eagle Mountain City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated [_____], 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

[4. As of the Effective Time there were no Undersold Maturities.]

[UNDERWRITER]

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT D

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on February 17, 2026, the City Council (the "Council") of Eagle Mountain City, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorized the issuance of the City's Water and Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City), and called a public hearing to receive input from the public.

TIME, PLACE, LOCATION AND PURPOSE OF PUBLIC HEARING

The City shall hold a public hearing on March 5, 2026, at the hour of 5:30 p.m. at 1650 East Stagecoach Run, Eagle Mountain City, Utah 84005. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds for the Project described herein and (b) any potential economic impact that the public infrastructure to be financed with the proceeds of the Series 2026 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2026 BONDS

The Series 2026 Bonds will be issued for the purpose of (a) financing improvements to its water and sewer system and all related improvements (collectively, the "Project"), (b) funding any debt service reserve funds, as desirable, and (c) paying costs of issuance of the Series 2026 Bonds.

PARAMETERS OF THE SERIES 2026 BONDS

The City intends to issue the Series 2026 Bonds in the aggregate principal amount of not more than Two Hundred Twenty Million Dollars ($220,000,000), to mature in not more than thirty-five (35) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed six and one-half percent (6.50%) per annum. The Series 2026 Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of said Resolution a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture"), which were before the Council in substantially final form at the time of the adoption of the Resolution.

REVENUES PROPOSED TO BE PLEDGED

The Series 2026 Bonds are special limited obligations of the City payable from the net revenues of the City's water and sewer system (the "System").

OUTSTANDING BONDS SECURED BY REVENUES

The City currently has $13,129,000 of bonds outstanding secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE CITY

Additional information regarding the City's outstanding bonds may be found in the City's financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreport/s/. For additional information, including any information more recent than as of the date of the Financial Report, please contact the Administrative Services Director, at (801) 789-6600.

TOTAL ESTIMATED COST OF SERIES 2026 BONDS

Based on an estimate of the current interest rate and financing plan, the total principal and interest cost of the Series 2026 Bonds, if held until maturity, is $434,835,000.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder at 1650 E. Stagecoach Run, Eagle Mountain, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it pertains to the Series 2026 Bonds), or the Series 2026 Bonds, or any provision made for the security and payment of the Series 2026 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this February 17th, 2026.

/s/ Lacie Messerly
City Recorder

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING FEBRUARY 17, 2026
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.95 and Adopting the Eagle Mountain City Wildland Urban Interface Area Map.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
City-wide	City-wide

PUBLIC HEARING
Yes

PREPARED BY
Brandon Larsen, Planning Director

PRESENTED BY
Brandon Larsen

RECOMMENDATION:
It is recommended that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.95 and Adopting the Eagle Mountain City Wildland Urban Interface Area Map.

BACKGROUND:
House Bill 48 (2025) requires cities that participate in the Cooperative Wildfire System (CWS) to adopt and enforce Utah Wildland Urban Interface (WUI) Code requirements. According to Battalion Chief, Bret Fossum, Eagle Mountain is a member of the CWS. Further, as per EMMC 15.95.010, the City has adopted the 2006 edition of the Utah Wildland Urban Interface (WUI) Code. The WUI Code contains a series of building and fire requirements related to a structure's presence in the WUI. Currently, the City does not have a map showing which portions of the City that lie within the WUI. As such, Staff has prepared and proposes adoption of the Eagle Mountain City Wildland Urban Interface Area Map. The proposed map shows the areas of the City that are proposed to be subject to the WUI Code requirements. Staff coordinated the proposed location of the WUI within the City with Battalion Chief Bret Fossum; Utah County Fire Warden, Garrett Nielsen; Area Fire Marshal, Dan Devoogd; and Battalion Chief Wade Watkins. The included area is based on the "Smoothed Structure Exposure Score."

According to the Utah Division of Forestry, Fire, and State Lands website: "The Smoothed Structure Exposure Score (SES) represents a neighborhood level of wildfire exposure that considers both wildfire likelihood and consequence of wildfire to homes." This score ranges from 1 (lowest exposure) to 8 (Extreme Exposure). Areas 7 (Very High Exposure) and 8 have been included on the map (minus any subdivisions and schools). Subdivisions were excluded because of feedback from fire officials who consulted with staff on the preparation of the map. The officials explained that development activities lessen fire hazards.

The City appears to have broad control on the areas it includes on the map. The map can be amended to include or exclude land.

This proposed map does not call out the "High Risk" Wildland Urban Interface Boundary (addressed in HB 48), which insurance companies must use for assessing the fire risk of structures in the state. The FFSL manages this map.

Another important reason this map is needed is because House Bill 48 provides that the FFSL may choose not to pay certain fire response costs for land in the City if the City essentially doesn't adopt and enforce the WUI Code.

ITEMS FOR CONSIDERATION:
EMMC 15.95.010 states: "Eagle Mountain City hereby adopts the specific editions of the current construction and fire code in Title 15A, Chapter 2, Part 1, Utah Code Annotated 1953, and Title 15A, Chapter 5, Part 1, Utah Code Annotated 1953, State Construction and Fire Codes Act, including the current statewide amendments set forth in Title 15A, Chapter 3, Utah Code Annotated 1953, State Construction and Fire Codes Act."

Title 15A, Chapter 2, Part 1, Utah Code Annotated 1953, specifically adopts the 2006 edition of the Wildland Urban Interface Code as part of the state construction code.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommended approval of the proposed map, 5-0.

ATTACHMENTS:
1. Ordinance
2. Wildland Urban Interface Area Map
3. HB0048

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING SECTION 15.95 OF THE EAGLE MOUNTAIN MUNICIPAL CODE; ADOPTING THE EAGLE MOUNTAIN CITY WILDLAND URBAN INTERFACE AREA MAP.

PREAMBLE

WHEREAS, Eagle Mountain City participates in the Cooperative Wildfire System; and

WHEREAS, House Bill 48 (2025) requires participating municipalities to adopt and enforce the Utah Wildland Urban Interface Code; and

WHEREAS, City staff, in coordination with local fire officials, prepared the Eagle Mountain City Wildland Urban Interface Area Map, attached hereto as Exhibit A; and

WHEREAS, the City Council finds that adoption of the Wildland Urban Interface Area Map is in the public interest and promotes the health, safety, and welfare of the community.

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

1. The City Council finds that all required notices, public hearings, and procedural requirements have been satisfied.

2. The Eagle Mountain City Wildland Urban Interface Area Map, attached hereto as Exhibit A, is hereby adopted and incorporated into Section 15.95 of the Eagle Mountain Municipal Code.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 17th day of February 2026.

EAGLE MOUNTAIN CITY, UTAH

_____

Jared Gray, Mayor

ATTEST:

_____

Lacie Messerly
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on the 17th day of February 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____
Lacie Messerly
City Recorder

Posted on _____ by_____

Exhibit A

Eagle Mountain City
Wildland Urban Interface Area Map

Camp Williams

Saratoga Springs

Cedar Fort

Fairfield

Highway 73

CEDAR PASS

MT AIREY

CREST

CEDAR

RANCHES

TINAMOUS

WOODHAVEN

GOLDEN EAGLE

AIRPORT

OLD AIRPORT

EAGLE MOUNTAIN

MID VALLEY

PONY EXPRESS

AVIATOR

POLE CANYON

FINNSTOWN

1000 NORTH

LAKE MOUNTAIN

Legend

- EM WUI Area
- EMC Boundary
- Municipalities

Wildland Urban Interface Modifications

2025 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Casey Snider

Senate Sponsor: Michael K. McKell

LONG TITLE

General Description:

This bill addresses efforts to oversee wildfire risks associated with wildland urban interface property.

Highlighted Provisions:

This bill:

- defines terms;
- requires counties to take certain actions related to wildland urban interface property, including assessing a fee;
- directs the fee to be retained by a county and deposited into the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund;
- addresses insuring wildland urban interface property;
- imposes notice requirements related to insuring wildland urban interface property;
- requires counties and municipalities to adopt the wildland urban interface building code standards;
- permits the Division of Forestry, Fire, and State Lands (division) to choose not to cover costs of local governments under certain circumstances;
- directs the division to establish a program for wildland urban interface coordinators to evaluate, using a triage scale, high risk wildland urban interface property;
- addresses actions related to evaluating the high risk wildland urban interface property;
- provides for a database to be accessed by certain insurers related to evaluating high risk wildland urban interface property;
- authorizes rulemaking;
- addresses liability; and
- makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

15A-5-203, as last amended by Laws of Utah 2024, Chapters 21, 381

63G-7-201, as last amended by Laws of Utah 2023, Chapters 34, 105, 259, 329, 452, and 456

65A-8-203, as last amended by Laws of Utah 2024, Chapter 77

65A-8-215, as last amended by Laws of Utah 2024, Chapter 77

ENACTS:

17-16-22, Utah Code Annotated 1953

31A-22-1310, Utah Code Annotated 1953

65A-8-401, Utah Code Annotated 1953

65A-8-402, Utah Code Annotated 1953

65A-8-403, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **15A-5-203** is amended to read:

15A-5-203 . Amendments and additions to IFC related to fire safety, building, and site requirements.

(1) For IFC, Chapter 5, Fire Service Features:

(a) In IFC, Chapter 5, a new Section 501.5, Access grade and fire flow, is added as follows: "An authority having jurisdiction over a structure built in accordance with the requirements of the International Residential Code as adopted in the State Construction Code, may require an automatic fire sprinkler system for the structure only by ordinance and only if any of the following conditions exist:

(i) the structure:

(A) is located in an urban-wildland interface area as provided in the Utah Wildland Urban Interface Code adopted as a construction code under the State Construction Code; and

(B) does not meet the requirements described in Utah Code, Subsection 65A-8-203 (4)[~~(a)~~] (f) and Utah Administrative Code, R652-122-1300, Minimum

Standards for County Wildland Fire Ordinance;

(ii) the structure is in an area where a public water distribution system with fire hydrants does not exist as required in Utah Administrative Code, R309-550-5, Water Main Design;

(iii) the only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;

(iv) the total floor area of all floor levels within the exterior walls of the dwelling unit exceeds 10,000 square feet; or

(v) the total floor area of all floor levels within the exterior walls of the dwelling unit is double the average of the total floor area of all floor levels of unsprinkled homes in the subdivision that are no larger than 10,000 square feet.

(vi) Exception: A single family dwelling does not require a fire sprinkler system if the dwelling:

(A) is located outside the wildland urban interface;

(B) is built in a one-lot subdivision; and

(C) has 50 feet of defensible space on all sides that limits the propensity of fire spreading from the dwelling to another property."

(b) In IFC, Chapter 5, Section 506.1, Where Required, is deleted and rewritten as follows: "Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official, after consultation with the building owner, may require a key box to be installed in an approved location. The key box shall contain keys to gain necessary access as required by the fire code official. For each fire jurisdiction that has at least one building with a required key box, the fire jurisdiction shall adopt an ordinance, resolution, or other operating rule or policy that creates a process to ensure that each key to each key box is properly accounted for and secure."

(c) In IFC, Chapter 5, a new Section 507.1.1, Isolated one- and two-family dwellings, is added as follows: "Fire flow may be reduced for an isolated one- and two-family dwelling when the authority having jurisdiction over the dwelling determines that the development of a full fire-flow requirement is impractical."

(d) In IFC, Chapter 5, a new Section 507.1.2, Pre-existing subdivision lots, is added as follows: "507.1.2 Pre-existing subdivision lots.

The requirements for a pre-existing subdivision lot shall not exceed the requirements

described in Section 501.5."

(e) In IFC, Chapter 5, Section 507.5.1, here required, a new exception is added: "3. One interior and one detached accessory dwelling unit on a single residential lot."

(f) IFC, Chapter 5, Section 510.1, Emergency responder communication coverage in new buildings, is amended by adding: "When required by the fire code official, unless the new building is a public school as that term is defined in Section 53G-9-205.1 or a private school, then the fire code official shall require," at the beginning of the first paragraph.

(2) For IFC, Chapter 6, Building Services and Systems:

(a) IFC, Chapter 6, Section 604.6.1, Elevator key location, is deleted and rewritten as follows: "Firefighter service keys shall be kept in a "Supra-Stor-a-key" elevator key box or similar box with corresponding key system that is adjacent to the elevator for immediate use by the fire department. The key box shall contain one key for each elevator, one key for lobby control, and any other keys necessary for emergency service. The elevator key box shall be accessed using a 6049 numbered key."

(b) IFC, Chapter 6, Section 606.1, General, is amended as follows: On line three, after the word "Code", add the words "and NFPA 96".

(c) IFC, Chapter 6, Section 607.2, a new exception 5 is added as follows: "5. A Type 1 hood is not required for a cooking appliance in a microenterprise home kitchen, as that term is defined in Utah Code, Section 26B-7-401, for which the operator obtains a permit in accordance with Section 26B-7-416."

(3) IFC, Chapter 7, Fire and Smoke Protection Features, Section 702.5, is deleted.

Section 2. Section **17-16-22** is enacted to read:

17-16-22 . Wildland urban interface evaluation and fees.

(1) As used in this section:

(a) "County officer" means the same as that term is defined in Section 17-16-21.

(b) "High risk wildland urban interface property" means the same as that term is defined in Section 65A-8-401.

(c) "Wildland urban interface" means the same as that term is defined in Section 65A-8-401.

(d) "Wildland urban interface coordinator" means the same as that term is defined in Section 65A-8-401.

(2) If evaluation of high risk wildland urban interface property is assigned to a county under Section 65A-8-402:

(a) the county shall enter into a cooperative agreement with the Division of Forestry, Fire, and State Lands, in accordance with Subsection 65A-8-203(2)(a), which agreement shall address compliance with this Subsection (2) for evaluation and classification of high risk wildland urban interface property; and

(b) a county officer shall require that a wildland urban interface coordinator representing the county annually evaluate high risk wildland urban interface property within the county in accordance with Section 65A-8-402.

(3) Beginning January 1, 2026, a county officer shall:

(a) annually assess a fee:

(i) against the property owner of high risk wildland urban interface property within the incorporated and unincorporated portions of the county; and

(ii) in the amount set by the Division of Forestry, Fire, and State Lands under Section 65A-8-402; and

(b)(i) after retaining a portion of the fee under Subsection (3)(b)(ii), transmit the fee assessed under Subsection (3)(a) to the Division of Forestry, Fire, and State Lands for deposit into the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund created in Section 65A-8-215; and

(ii) retain that portion of the fee assessed under Subsection (3)(a) necessary to pay costs incurred by the county in implementing this section, which the county may include in the county's annual accounting of wildfire prevention, preparedness, mitigation actions, and associated costs for purposes of Subsection 65A-8-203(4)(c).

(4) A county may hold a political subdivision lien on high risk wildland urban interface property for a fee that is past due by following the procedures in Sections 17B-1-902 and 17B-1-902.1, as if the county is a special district.

Section 3. Section **31A-22-1310** is enacted to read:

31A-22-1310 . Insuring wildland urban interface property.

(1) As used in this section:

(a) "High risk wildland urban interface property" means the same as that term is defined in Section 65A-8-401.

(b) "Wildland urban interface" means the same as that term is defined in Section 65A-8-401.

(c) "Wildland urban interface property and casualty insurer" means an insurer that issues property or casualty insurance for wildland urban interface property.

(2)(a) For purposes of determining whether property is high risk wildland urban interface property, a wildland urban interface property and casualty insurer may only use the boundary provided in the wildfire risk assessment mapping tool maintained by the Division of Forestry, Fire, and State Lands in accordance with Subsection 65A-8-203(8) to determine whether the property is high risk wildland urban interface property.

(b) A wildland urban interface property and casualty insurer may use additional fire hazard data, beyond the wildfire risk assessment mapping tool described in Subsection (2)(a), in connection with setting a rate for, or the underwriting of, high risk wildland urban interface property if the wildland urban interface property and casualty insurer's use of additional fire hazard data is in compliance with:

(i) the boundary determination made in Subsection (2)(a); and

(ii) this title and department rules made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

(c) If a property is determined not to be high risk wildland urban interface in accordance with Subsection (2)(a), this Subsection (2) does not apply to the use of fire hazard data in connection with rate setting or underwriting of the property.

(d) This Subsection (2) does not restrict the use of data or underwriting tools in determining risks that are unrelated to fire risk.

(3)(a) If an owner of property located within the wildland urban interface files a complaint with the department asserting that a wildland urban interface property and casualty insurer has violated, or is violating, this section, the department may investigate the wildland urban interface property and casualty insurer to determine whether a violation has occurred or is occurring.

(b) If after an investigation under this Subsection (3) the department finds that a wildland urban interface property and casualty insurer has violated or is violating this section, the department may:

(i) issue prohibitory, mandatory, and other orders as necessary to secure compliance with this section; and

(ii) impose penalties against the wildland urban interface property and casualty insurer in accordance with Section 31A-2-308.

(4) In addition to complying with relevant requirements of Section 31A-21-303, if due to risks of wildfire a wildland urban interface property and casualty insurer:

(a) cancels or nonrenews property and casualty insurance covering wildland urban

interface property, the wildland urban interface property and casualty insurer shall include in the notice of cancellation or nonrenewal the facts on which the wildland urban interface property and casualty insurer's decision is based with reasonable precision; and

(b) increases the premium by more than 20% of the previous term's premium for property and casualty insurance covering wildland urban interface property, after receipt of a request for the information by the insured the wildland urban interface property and casualty insurer shall provide the insured the facts on which the wildland urban interface property and casualty insurer's decision is based with reasonable precision.

(5) Subsections (1) through (4) apply on and after January 1, 2026.

(6) This section does not:

(a) create a cause of action for an act or failure to act under this section against:

(i) the state;

(ii) the department;

(iii) the Division of Forestry, Fire, and State Lands;

(iv) an officer, consultant, or employee of the department or Division of Forestry, Fire, and State Lands;

(v) a wildland urban interface coordinator, as defined in Section 65A-8-401; or

(vi) a county;

(b) waive governmental immunity in accordance with Subsection 63G-7-201(5); or

(c) create a cause of action against a wildland urban interface property and casualty insurer for use in accordance with Subsection (2)(a) of the boundary provided in the wildfire risk assessment mapping tool maintained by the Division of Forestry, Fire, and State Lands in accordance with Subsection 65A-8-203(8).

Section 4. Section **63G-7-201** is amended to read:

63G-7-201 . Immunity of governmental entities and employees from suit.

(1) Except as otherwise provided in this chapter, each governmental entity and each employee of a governmental entity are immune from suit for any injury that results from the exercise of a governmental function.

(2) Notwithstanding the waiver of immunity provisions of Section 63G-7-301, a governmental entity, its officers, and its employees are immune from suit:

(a) as provided in Section 78B-4-517; and

(b) for any injury or damage resulting from the implementation of or the failure to

implement measures to:

(i) control the causes of epidemic and communicable diseases and other conditions significantly affecting the public health or necessary to protect the public health as set out in Title 26A, Chapter 1, Local Health Departments;

(ii) investigate and control suspected bioterrorism and disease as set out in Sections 26B-7-316 through 26B-7-324;

(iii) respond to a national, state, or local emergency, a public health emergency as defined in Section 26B-7-301, or a declaration by the President of the United States or other federal official requesting public health related activities, including the use, provision, operation, and management of:

(A) an emergency shelter;

(B) housing;

(C) a staging place; or

(D) a medical facility; and

(iv) adopt methods or measures, in accordance with Section 26B-1-202, for health care providers, public health entities, and health care insurers to coordinate among themselves to verify the identity of the individuals they serve.

(3)(a) A governmental entity, its officers, and its employees are immune from suit, and immunity is not waived, for any injury if the injury arises out of or in connection with, or results from:

(i) a latent dangerous or latent defective condition of:

(A) any highway, road, street, alley, crosswalk, sidewalk, culvert, tunnel, bridge, or viaduct; or

(B) another structure located on any of the items listed in this Subsection (3)(a)(i); or

(ii) a latent dangerous or latent defective condition of any public building, structure, dam, reservoir, or other public improvement.

(b)(i) As used in this Subsection (3)(b):

(A) "Contaminated land" means the same as that term is defined in Section 11-58-102.

(B) "Contamination" means the condition of land that results from the placement, disposal, or release of hazardous matter on, in, or under the land, including any seeping or escaping of the hazardous matter from the land.

(C) "Damage" means any property damage, personal injury, or other injury or any

loss of any kind, however denominated.

(D) "Environmentally compliant" means, as applicable, obtaining a certificate of completion from the Department of Environmental Quality under Section 19-8-111 following participation in a voluntary cleanup under Title 19, Chapter 8, Voluntary Cleanup Program, obtaining an administrative letter from the Department of Environmental Quality for a discrete phase of a voluntary cleanup that is conducted under a remedial action plan as defined in Section 11-58-605, or complying with the terms of an environmental covenant, as defined in Section 57-25-102, signed by an agency, as defined in Section 57-25-102, and duly recorded in the office of the recorder of the county in which the contaminated land is located.

(E) "Government owner" means a governmental entity, including an independent entity, as defined in Section 63E-1-102, that acquires an ownership interest in land that was contaminated land before the governmental entity or independent entity acquired an ownership interest in the land.

(F) "Hazardous matter" means hazardous materials, as defined in Section 19-6-302, hazardous substances, as defined in Section 19-6-302, or landfill material, as defined in Section 11-58-102.

(G) "Remediation" means the same as that term is defined in Section 11-58-102.

(ii)(A) A government owner and the government owner's officers and employees are immune from suit, and immunity is not waived, for any claim for damage that arises out of or in connection with, or results from, contamination of contaminated land.

(B) A government owner's ownership of contaminated land may not be the basis of a claim against the government owner for damage that arises out of or in connection with, or results from, contamination of contaminated land.

(iii) Subsection (3)(b)(ii) does not limit or affect:

(A) the liability of a person that placed, disposed of, or released hazardous matter on, in, or under the land; or

(B) a worker compensation claim of an employee of an entity that conducts work on or related to contaminated land.

(iv) Immunity under Subsection (3)(b)(ii)(A) is not affected by a government owner's remediation of contaminated land if the government owner is environmentally compliant.

(4) A governmental entity, its officers, and its employees are immune from suit, and immunity is not waived, for any injury proximately caused by a negligent act or omission of an employee committed within the scope of employment, if the injury arises out of or in connection with, or results from:

(a) the exercise or performance, or the failure to exercise or perform, a discretionary function, whether or not the discretion is abused;

(b) except as provided in Subsections 63G-7-301(2)(j), (3), and (4), assault, battery, false imprisonment, false arrest, malicious prosecution, intentional trespass, abuse of process, libel, slander, deceit, interference with contract rights, infliction of mental anguish, or violation of civil rights;

(c) the issuance, denial, suspension, or revocation of, or the failure or refusal to issue, deny, suspend, or revoke, any permit, license, certificate, approval, order, or similar authorization;

(d) a failure to make an inspection or making an inadequate or negligent inspection;

(e) the institution or prosecution of any judicial or administrative proceeding, even if malicious or without probable cause;

(f) a misrepresentation by an employee whether or not the misrepresentation is negligent or intentional;

(g) a riot, unlawful assembly, public demonstration, mob violence, or civil disturbance;

(h) the collection or assessment of taxes;

(i) an activity of the Utah National Guard;

(j) the incarceration of a person in a state prison, county or city jail, or other place of legal confinement;

(k) a natural condition on publicly owned or controlled land;

(l) a condition existing in connection with an abandoned mine or mining operation;

(m) an activity authorized by the School and Institutional Trust Lands Administration or the Division of Forestry, Fire, and State Lands;

(n) the operation or existence of a trail that is along a water facility, as defined in Section 73-1-8, stream, or river, regardless of ownership or operation of the water facility, stream, or river, if:

(i) the trail is designated under a general plan adopted by a municipality under Section 10-9a-401 or by a county under Section 17-27a-401;

(ii) the trail right-of-way or the right-of-way where the trail is located is open to public use as evidenced by a written agreement between:

(A) the owner or operator of the trail right-of-way or of the right-of-way where the trail is located; and

(B) the municipality or county where the trail is located; and

(iii) the written agreement:

(A) contains a plan for operation and maintenance of the trail; and

(B) provides that an owner or operator of the trail right-of-way or of the right-of-way where the trail is located has, at a minimum, the same level of immunity from suit as the governmental entity in connection with or resulting from the use of the trail;

(o) research or implementation of cloud management or seeding for the clearing of fog;

(p) the management of flood waters, earthquakes, or natural disasters;

(q) the construction, repair, or operation of flood or storm systems;

(r) the operation of an emergency vehicle, while being driven in accordance with the requirements of Section 41-6a-212;

(s) the activity of:

(i) providing emergency medical assistance;

(ii) fighting fire;

(iii) regulating, mitigating, or handling hazardous materials or hazardous wastes;

(iv) an emergency evacuation;

(v) transporting or removing an injured person to a place where emergency medical assistance can be rendered or where the person can be transported by a licensed ambulance service; or

(vi) intervening during a dam emergency;

(t) the exercise or performance, or the failure to exercise or perform, any function pursuant to Title 73, Chapter 10, Board of Water Resources - Division of Water Resources;

(u) an unauthorized access to government records, data, or electronic information systems by any person or entity;

(v) an activity of wildlife, as defined in Section 23A-1-101, that arises during the use of a public or private road;

(w) a communication between employees of one or more law enforcement agencies related to the employment, disciplinary history, character, professional competence, or physical or mental health of a peace officer, or a former, current, or prospective employee of a law enforcement agency, including any communication made in

accordance with Section 53-14-103; or

(x) providing or failing to provide information under Section 53-27-102 or Subsection 41-1a-213(6), (7), or (8), 53-3-207(4), or 53-3-805(5).

(5) The following are immune from suit, and immunity is not waived for an action or failure to act within the scope of duties or employment, if the injury arises out of, in connection with, or results from the implementation of Section 17-16-22 to the extent it addresses evaluating and classifying high risk wildland urban interface property, Section 31A-22-1310, or Title 65A, Chapter 8, Part 4, Wildland Urban Interface Property:

(a) the Division of Forestry, Fire, and State Lands;

(b) an officer, employee, or consultant of the Division of Forestry, Fire, and State Lands;

(c) a county;

(d) a wildland urban interface coordinator, as defined in Section 65A-8-401;

(e) the Insurance Department; or

(f) an officer, employee, or consultant of the Insurance Department.

Section 5. Section **65A-8-203** is amended to read:

65A-8-203 . Cooperative fire protection agreements with eligible entities.

(1) As used in this section:

(a) "Eligible entity" means:

(i) a county, a municipality, or a special service district, special district, or service area with:

(A) wildland fire suppression responsibility as described in Section 11-7-1; and

(B) wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or

(ii) upon approval by the director, a political subdivision established by a county, municipality, special service district, special district, or service area that is responsible for:

(A) providing wildland fire suppression services; and

(B) paying for the cost of wildland fire suppression services.

(b) "Fire service provider" means a public or private entity that fulfills the duties of Subsection 11-7-1(1).

(2)(a) The governing body of any eligible entity may enter into a cooperative agreement with the division to receive financial and wildfire management cooperation and assistance from the division, as described in this part.

(b) A cooperative agreement shall last for a term of no more than five years and be

renewable if the eligible entity continues to meet the requirements of this chapter.

(3)(a) The state shall assume an eligible entity's cost of suppressing catastrophic wildfire as defined in the cooperative agreement if the eligible entity has entered into, and is in full compliance with, a cooperative agreement with the division, as described in this section.

(b) A county or municipality that is not covered by a cooperative agreement with the division, as described in this section, shall be responsible for wildland fire costs within the county or municipality's jurisdiction, as described in Section 65A-8-203.2.

(4) To enter into a cooperative agreement with the division, the eligible entity shall:

[~~(a) if the eligible entity is a county, adopt and enforce on unincorporated land a wildland fire ordinance based upon minimum standards established by the division or Uniform Building Code Commission;~~]

[~~(b)~~] (a) require that the fire department or equivalent fire service provider under contract with, or delegated by, the eligible entity on unincorporated land meet minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards as specified by the division;

[~~(c)~~] (b) invest in prevention, preparedness, and mitigation efforts, as agreed to with the division, that will reduce the eligible entity's risk of catastrophic wildfire;

[~~(d)~~] (c)(i) file with the division an annual accounting of wildfire prevention, preparedness, mitigation actions, and associated costs;

(ii) meet the eligibility entity's participation commitment by making direct payments to the division; or

(iii) do a combination of Subsections [~~(4)(d)(i) and (ii)~~] (4)(c)(i) and (ii);

[~~(e)~~] (d) return the financial statement described in Subsection (6), signed by the chief executive of the eligible entity, to the division on or before the date set by the division;[~~ and~~]

[~~(f)~~] (e) if the eligible entity is a county, have a designated fire warden as described in Section 65A-8-209.1[~~.~~] ;

(f) subject to Subsection (9), adopt and enforce the wildland urban interface building standards, as defined in Section 65A-8-401, if the eligible entity is a:

(i) county for purposes of an unincorporated area within the county; or

(ii) municipality for an incorporated area within a county; and

(g) if the eligible entity is a county, comply with Section 17-16-22.

(5)(a) The state forester may execute a cooperative agreement with the eligible entity.

(b) The division shall make rules, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, governing the:

(i) cooperative agreements described in this section;

(ii) manner in which an eligible entity shall provide proof of compliance with Subsection (4);

(iii) manner by which the division may revoke a cooperative agreement if an eligible entity ceases to meet the requirements described in this section;

(iv) accounting system for determining suppression costs;

(v) manner in which the division shall determine the eligible entity's participation commitment; and

(vi) manner in which an eligible entity may appeal a division determination.

(6)(a) The division shall send a financial statement to each eligible entity participating in a cooperative agreement that details the eligible entity's participation commitment for the coming fiscal year, including the prevention, preparedness, and mitigation actions agreed to under Subsection (4)[~~(c)~~] (b).

(b) Each eligible entity participating in a cooperative agreement shall:

(i) have the chief executive of the eligible entity sign the financial statement, or the legislative body of the eligible entity approve the financial statement by resolution, confirming the eligible entity's participation for the upcoming year; and

(ii) return the financial statement to the division, on or before a date set by the division.

(c) A financial statement shall be effective for one calendar year, beginning on the date set by the division, as described in Subsection (6)(b).

(7)(a) An eligible entity may revoke a cooperative agreement before the end of the cooperative agreement's term by:

(i) informing the division, in writing, of the eligible entity's intention to revoke the cooperative agreement; or

(ii) failing to sign and return its annual financial statement, as described in Subsection (6)(b), unless the director grants an extension.

(b) An eligible entity may not revoke a cooperative agreement before the end of the term of a signed annual financial statement, as described in Subsection (6)(c).

(8)(a) The division shall develop and maintain a wildfire risk assessment mapping tool that is online and publicly accessible.

(b)[~~(i)~~] The division shall analyze [~~adding an additional high-risk category~~] and

establish by rule, made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, boundaries for high risk wildland urban interface property and what constitutes wildland urban interface property that is not high risk within the wildfire risk assessment mapping tool described in Subsection (8)(a):

[~~(A)~~] (i) using a scientific assessment; and

[~~(B)~~] (ii) that is focused on the risk to dwellings within the wildland[~~-~~] urban interface area.

[~~(ii) The division shall report the results of the division's analysis under this Subsection (8)(b) to the Natural Resources, Agriculture, and Environment Interim Committee by no later than the 2024 November interim meeting of that committee.~~]

(c) With regard to the categories used within the wildfire risk assessment mapping tool described in Subsection (8)(a), the division may adjust the assessment for participation commitments if the adjustment is based on the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor, in accordance with a formula established by the division by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

(9)(a) If the state under Section 15A-2-103 adopts an edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the division, as a wildland urban interface building standard that may be adopted by a local compliance agency:

(i) for purposes of an unincorporated area within a county, the county shall adopt and enforce the wildland urban interface building standard described in this Subsection (9)(a); and

(ii) for purposes of an incorporated area within a county, the relevant municipality shall adopt and enforce the wildland urban interface building standard described in this Subsection (9)(a).

(b) If a county or municipality fails to comply with Subsections (4)(f) and (9)(a), the division may choose to not pay costs of the county or municipality under a cooperative agreement executed under this section.

(c)(i) If the state adopts a different wildland urban interface building standard than was previously adopted under Section 15A-2-103, a county or municipality has two years from the date the state adopts the different wildland urban interface

building standard to adopt the appropriate wildland urban interface building standard.

(ii) If a county or municipality fails to adopt the appropriate wildland urban interface building standard within the time period described in Subsection (9)(c)(i), the division may choose to not pay costs of the county or municipality under a cooperative agreement executed under this section beginning two years from the day on which the state adopts the different wildland urban interface building standard and until such time as the county or municipality adopts the appropriate wildland urban interface building standard.

Section 6. Section **65A-8-215** is amended to read:

65A-8-215 . Wildland-urban interface fire prevention, preparedness, and mitigation.

(1) As used in this section:

(a) "Prevention, preparedness, and mitigation fund" means the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund created in this section.

(b) "Suppression fund" means the Wildland Fire Suppression Fund created in Section 65A-8-204.

(c) "Wildland-urban interface" means the zone where structures and other human development meets, or intermingles with, undeveloped wildland.

(2)(a) There is created an expendable special revenue fund known as the "Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund."

(b) The prevention, preparedness, and mitigation fund shall consist of:

(i) interest and earnings from the investment of money from the prevention, preparedness, and mitigation fund;

(ii) money received as direct payment from cooperative wildfire system participation commitments;

(iii) money appropriated by the Legislature;[~~and~~]

(iv) money transferred to the prevention, preparedness, and mitigation fund under Section 63J-1-314[~~.~~] ; and

(v) fees deposited into the prevention, preparedness, and mitigation fund under Section 17-16-22.

(c) The division shall administer the prevention, preparedness, and mitigation fund to:

(i) pay costs of prevention and preparedness efforts on wildland-urban interface within the state, as defined by the division by rule made in accordance with Title

63G, Chapter 3, Utah Administrative Rulemaking Act, including costs of an eligible entity that has entered into a cooperative agreement, as described in Section 65A-8-203;

(ii) issue fire department assistance grants, which in the aggregate may not exceed 10% of the money in the prevention, preparedness, and mitigation fund each fiscal year; and

(iii) in cases of catastrophic need as determined by the state forester, pay costs that could be paid from the suppression fund under Section 65A-8-204.

(d) Disbursements from the prevention, preparedness, and mitigation fund may only be made upon written order of the state forester or the state forester's authorized representative.

(3)(a) The division may by rule, made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, establish criteria for community wildfire preparedness plans addressing wildland-urban interface. The criteria shall require action that is:

(i) qualitative and quantitative; and

(ii) leads to reduced wildfire risk.

(b) An eligible entity, as defined in Section 65A-8-203, shall agree to implement prevention, preparedness, and mitigation actions identified in a community wildfire preparedness plan addressing wildland-urban interface that is approved by the division.

Section 7. Section **65A-8-401** is enacted to read:

Part 4. Wildland Urban Interface Property

65A-8-401 . Definitions.

As used in this section:

(1) "High risk wildland urban interface property" means property located within the boundary of high risk wildland urban interface as designated by the wildfire risk assessment tool in Subsection 65A-8-203(8)(a) and defined by rule made in accordance with Subsection 65A-8-402(5)(a).

(2) "Triage scale" means a scale with three classifications adopted by the division to evaluate and classify property located within the wildland urban interface as to what actions are needed to prepare the property for fire.

(3) "Wildland urban interface" means the same as that term is defined in Section 65A-8a-102.

(4) "Wildland urban interface building standards" means the edition of the Utah Wildland Urban Interface Code adopted under Section 15A-2-103.

(5) "Wildland urban interface coordinator" means a representative of the division or a county who evaluates and classifies wildland urban interface property in accordance with Section 65A-8-402.

(6) "Wildland urban interface property and casualty insurer" means the same as that term is defined in Section 31A-22-1310.

Section 8. Section **65A-8-402** is enacted to read:

65A-8-402 . Evaluation of wildland urban interface property -- Fee amounts -- Rulemaking.

(1)(a) The division shall establish a program under which a wildland urban interface coordinator evaluates and classifies high risk wildland urban interface property using a triage scale.

(b) The wildland urban interface coordinator shall be:

(i) a representative of the division; or

(ii) if the evaluation and classification is assigned to a county, a representative of the county.

(c) At the beginning of each calendar year, the division shall determine whether to assign evaluation and classification under this section of high risk wildland urban interface property to a county.

(2) After completing the evaluation and classification under this section, the wildland urban interface coordinator shall inform a property owner of property described in Subsection (1)(a) of:

(a) the classification assigned to the property described in Subsection (1)(a) under the triage scale;

(b) the fee the property owner shall pay under Section 17-16-22; and

(c) resources from the division or county that the property owner may access to bring the property described in Subsection (1)(a) to the first or second classification by applying wildland urban interface building standards.

(3) As part of the program established under this section, the division:

(a) may provide resources to a property owner described in Subsection (2)(b) to facilitate the property owner bringing the property described in Subsection (1)(a) to the first or second classification under the triage scale; and

(b) beginning on January 1, 2028, shall develop and maintain a database that may be

accessed by a wildland urban interface property and casualty insurer to learn the classification under the triage scale for any portion of high risk wildland urban interface property to be covered by the wildland urban interface property and casualty insurer.

(4)(a) The division shall annually set a fee amount that is based on the square footage of a structure within the high risk wildland urban interface to pay for the costs associated with the implementation of this part to be assessed and collected by a county in accordance with Section 17-16-22.

(b) The division may tier the fee amount to account for what level on the triage scale a property is assigned by a wildland urban interface coordinator.

(5) The division may make rules, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to:

(a) define high risk wildland urban interface property and wildland urban interface property that is not high risk as provided in Subsection 65A-8-203(8)(b);

(b) establish the criteria used to evaluate and classify property located within high risk wildland urban interface property;

(c) create a process by which the division and counties communicate classifications assigned to property described in Subsection (1)(a);

(d) create a process for communicating to a property owner the information described in Subsection (2);

(e) establish how the division may provide resources under Subsection (3);

(f) create a process for a wildland urban interface property and casualty insurer to learn the classification described in Subsection (3)(b); and

(g) establish how the fee amount described in Subsection (4) is set.

Section 9. Section **65A-8-403** is enacted to read:

65A-8-403 . Liability.

This part does not create a cause of action against the state, the division, an officer, employee, or consultant of the division, a county, or a wildland urban interface coordinator for an act or failure to act under this part and does not waive governmental immunity in accordance with Subsection 63G-7-201(5).

Section 10. **Effective Date.**

This bill takes effect on January 1, 2026.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **FEBRUARY 17, 2026**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing Chapter 2.30 (Parks and Recreation Advisory Board), Chapter 2.40 (Recreation Sports Board), Chapter 2.55 (Cemetery Board), Chapter 2.60 (Military and Veterans Advisory Board), and Chapter 2.70 (Economic Development Board) and Enacting Chapter 2.80 of the Eagle Mountain Municipal Code to Establish a Community Services Board.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING
No

PREPARED BY
Natalie Winterton, Assistant to the City Manager

PRESENTED BY
Natalie Winterton

RECOMMENDATION:
It is recommended that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Repealing Chapter 2.30 (Parks and Recreation Advisory Board), Chapter 2.40 (Recreation Sports Board), Chapter 2.55 (Cemetery Board), Chapter 2.60 (Military and Veterans Advisory Board), and Chapter 2.70 (Economic Development Board) and Enacting Chapter 2.80 of the Eagle Mountain Municipal Code to Establish a Community Services Board.

BACKGROUND:

Eagle Mountain City has a longstanding practice of using citizen advisory boards to provide input and guidance to City staff and the City Council. As the City has grown, its organizational structure has evolved, creating a need to realign its advisory boards to better match current operations and priorities.

The proposed Community Services Board would advise on matters related to sports, recreation, culture, arts, heritage, cemetery services, and overall community quality of life. The board would also serve as the City's RAP Tax Advisory Committee.

Establishing this board would replace the existing Parks and Recreation Advisory Board, Recreation Sports Board, Cemetery Board, and Military and Veterans Board, consolidating their functions into a single body.

This consolidation would streamline resident participation and provide a clear, centralized advisory

structure for quality-of-life issues within City governance.

This ordinance would also repeal the Economic Development Board. The City recognizes the efforts and impact of the Valley Crossroads Chamber of Commerce. At current time, the Chamber fulfills the City's need for an economic development board. Repealing this section of code aligns city code with city practice and demonstrates full support of the local chamber of commerce.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Ordinance
2. EMMC - 2.30 Parks and Recreation Advisory Board - Repeal
3. EMMC - 2.40 - Recreation Sports Board - Repeal
4. EMMC - 2.55 - Cemetery Board - Repeal
5. EMMC - 2.60 - Military and Veterans Advisory Board - Repeal
6. EMMC - 2.70 - Economic Development Board - Repeal
7. EMMC - 2.80 - Community Services Board - New Code

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REPEALING CHAPTERS 2.30 (PARKS AND RECREATION ADVISORY BOARD), CHAPTER 2.40 (RECREATION SPORTS BOARD), CHAPTER 2.55 (CEMETERY BOARD), CHAPTER 2.60 (MILITARY AND VETERANS ADVISORY BOARD), AND CHAPTER 2.70 (ECONOMIC DEVELOPMENT BOARD) OF THE EAGLE MOUNTAIN MUNICIPAL CODE; AND ENACTING CHAPTER 2.80 ESTABLISHING A COMMUNITY SERVICES BOARD.

PREAMBLE

WHEREAS, Eagle Mountain City has a longstanding practice of utilizing citizen advisory boards to provide input and guidance to City staff and the City Council; and

WHEREAS, the City has grown, its organizational structure has evolved, creating a need to realign advisory boards to better match current operations and priorities; and

WHEREAS, the City Council finds that consolidating existing advisory boards into a single Community Services Board will streamline resident participation and provide a clear, centralized advisory structure for community wellbeing; and

WHEREAS, the proposed Community Services Board will advise on matters related to sports, recreation, culture, arts, heritage, cemetery services, events, and overall community wellbeing and will serve as the Recreation, Arts, and Parks (RAP) Tax Advisory Committee; and

WHEREAS, the City Council finds that repealing Chapters 2.30 (Parks and Recreation Advisory Board), Chapter 2.40 (Recreation Sports Board), Chapter 2.55 (Cemetery Board), Chapter 2.60 (Military and Veterans Advisory Board), and Chapter 2.70 (Economic Development Board) realigns the Eagle Mountain Municipal Code with current operations and priorities.

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

1. The City Council finds that all required notices and procedural requirements have been satisfied.

2. Chapters 2.30 (Parks and Recreation Advisory Board), 2.40 (Recreation Sports Board), 2.55 (Cemetery Board), 2.60 (Military and Veterans Advisory Board), and 2.70 (Economic Development Board) of the Eagle Mountain Municipal Code are hereby repealed.

3. Chapter 2.80 of the Eagle Mountain Municipal Code is hereby enacted and adopted as set forth in Exhibit A, attached hereto and incorporated herein by reference.

4. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 17th day of February 2026.

EAGLE MOUNTAIN CITY, UTAH

Jared Gray, Mayor

ATTEST:

Lacie Messerly
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on the 17th day of February 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____
Lacie Messerly
City Recorder

Posted on _____ by_____

Exhibit A

Chapter 2.30
PARKS AND RECREATION ADVISORY BOARD

2.30.010 Membership – Appointments – Terms of office.

The Eagle Mountain City parks and recreation advisory board (the "board") is hereby authorized and shall consist of seven members in accordance with Chapter 2.27 EMMC for terms of three years. Initial members of the board shall be appointed to stagger the initial terms of office on the board as follows: two members to a one-year term, three members to a two-year term and two members to a three-year term of office. Notwithstanding the automatic expiring of a board member's term of office, a board member will continue to serve in office until a successor is appointed. Board members may be appointed to successive terms on the board. Except for five members of the initial board appointed to terms of less than three years, all board members shall serve full terms unless a member of the board voluntarily resigns or is removed by the mayor and city council based on disqualification under EMMC 2.30.100 or for malfeasance or nonfeasance of duty. Board members shall hold no other elected or appointed office in the city nor be employees of the city and must be residents of Eagle Mountain City. [Ord. O-05-2021 § 2 (Exh. A); Ord. O-08-2008 § 1].

2.30.020 Vacancies.

Vacancies occurring other than by expiration of term shall be filled by appointment by the mayor, with the consent of the city council, for the unexpired term and shall be filled in the same manner as original appointments. [Ord. O-08-2008 § 2].

2.30.030 Service without pay.

The members of the board shall serve without pay but may be reimbursed by the city for reasonable expenses incurred in performing their duties at the sole discretion of the mayor and city council. [Ord. O-08-2008 § 3].

2.30.040 Officers and directors of the parks and recreation advisory board.

The board shall elect its own chair, vice chair, secretary, and any other officers deemed necessary, to serve for a period of one year. [Ord. O-08-2008 § 4].

2.30.050 Authority of the board.

A. City staff shall be administratively responsible for implementing the policies and programs recommended by the board, but only if approved by the city council. All such policies, upon recommendation for approval by the board, shall be referred to the city council for consideration. No policy or action recommended by the board shall be final or effective until approved by the city council.

B. The board may initiate, provide, and recommend to the mayor and city council, from time to time, plans for the acquisition, construction, maintenance, equipping, operation, programming, management, financing, and regulation of any public parks, parkways, playgrounds, play fields, and other recreational programs and facilities owned by the city which would be a benefit to residents. To facilitate these

recommendations, the board shall keep an inventory of all open space and recreation facilities owned by the city.

C. The board may cooperate with one or more municipalities, school districts, and/or regional organizations for these purposes. Any agreement, understanding or arrangement by the board which would or may have the effect of being legally binding upon the city must first be approved by the city council.

D. The board shall have no jurisdiction or authority to enter into any contract or to incur any obligation or expense which is binding upon the city. [Ord. O-08-2008 § 5].

2.30.060 Rules and regulations.

The board shall make and revise, when necessary, rules and regulations for its organization, subcommittees, if any, and procedures; provided, that said rules and regulations shall be consistent with the ordinances of the city, the laws of the state of Utah and shall be approved by the city council. [Ord. O-08-2008 § 6].

2.30.070 Budget.

The board, as necessary and at such times as directed by the mayor, shall annually review the proposed budgets for parks and recreation facilities and services for the ensuing year as prepared by city staff to be submitted to and approved by the city council. [Ord. O-08-2008 § 7].

2.30.080 Meetings.

Meetings of the board shall be held at such times and at such places as shall be determined by the rules and regulations of the board but no less than on a quarterly basis. [Ord. O-08-2008 § 8].

2.30.090 Records to be kept – Annual report.

The board shall keep records of meetings and activities and shall make an annual report which shall be printed in the annual municipal report and/or other public forum acceptable to the mayor and city council. [Ord. O-08-2008 § 9].

2.30.100 Disqualification.

The board may, by a majority vote, recommend removal of a member to the city council by a majority vote of the board, for any reason, including:

A. Failure to attend more than 25 percent of the board's scheduled meetings during any 12-month period without having been excused in advance from attendance at board meetings by the chair of the board.

B. A member's office automatically becomes vacant if the member establishes residence outside of the city, or lives outside of city boundaries for a continuous period of more than 60 days. [Ord. O-08-2008 § 10].

Chapter 2.40
RECREATION SPORTS BOARD

2.40.010 Created.

The Eagle Mountain City recreation sports board is hereby ratified and confirmed as constituted under Ordinance No. O-08-2002 and under the terms of this chapter to operate and administer recreation sports programs for the citizens of Eagle Mountain City and other qualified participants and to recommend to the city council the establishment of policies, budget and program authority necessary to the accomplishment of a citywide recreation sports program for the youth and adults of Eagle Mountain City. [Ord. O-03-2004 § 1; Ord. O-08-2002 § 1].

2.40.020 Membership – Terms – Compensation.

The Eagle Mountain City recreation sports board ("the board") shall be comprised of six persons appointed in accordance with Chapter 2.27 EMMC. One member of the board shall be appointed by the city council as chair of the board and director of sports programs and shall serve for a term of four years. The chair of the board shall conduct meetings of the board as a nonvoting member of the board but shall be entitled to vote to decide an issue in case of a tie vote. Three of the initial board members shall be appointed for terms of two years and the balance of the initial members of the board shall be appointed for terms of four years. All members of the recreation sports board shall serve terms of four years after the initial terms of office expire. Members of the recreation sports board shall serve without compensation. [Ord. O-05-2021 § 2 (Exh. A); Ord. O-03-2004 § 2; Ord. O-08-2002 § 2].

2.40.030 Powers and duties.

Members of the board shall meet as often as necessary and shall define the recreation sports programs to be offered by the city, propose a budget to the city council for each sport deemed appropriate by the board, recruit volunteer program supervisors, coaches, and other personnel necessary to the operation of the sports programs and encourage financial sponsorship and donations from private organizations to assist in the operation of the sports programs. [Ord. O-03-2004 § 3; Ord. O-08-2002 § 3].

2.40.040 Funds.

Funds budgeted by the city for the recreation sports programs shall be expended in accordance with the program recommendations after approval by the city council. All funds raised by the sports program operations shall be used exclusively for the purpose for which the funds were solicited, paid or otherwise received by the city or the sports program. [Ord. O-03-2004 § 4; Ord. O-08-2002 § 4].

2.40.050 Volunteer personnel deemed agents of the city.

Volunteer personnel serving as members of the board, program supervisors and coaches, and other volunteers working directly under the authority of the board shall be deemed agents of Eagle Mountain City for the limited purpose necessary to the operation of the recreation sports program and for no other purpose. [Ord. O-03-2004 § 5; Ord. O-08-2002 § 5].

2.40.060 Supervised recreation programs – Use of city parks without charge.

~~Recreation programs supervised and administered by the Eagle Mountain City recreation sports board shall have the use of city recreation parks and fields without charge or compensation to the city; provided, however, that all direct cost for field preparation, cleanup and solid waste and sanitation disposal associated with the recreation sports program activities shall be attributed to the budget for such activities established from time to time by the Eagle Mountain city council. [Ord. O-03-2004 § 6; Ord. O-08-2002 § 6].~~

Chapter 2.55
CEMETERY ADVISORY BOARD

Code reviser's note: Ord. O-33-2008 § 9 provides: "Resolution 12-2006 and Resolution 19-2006 are hereby rescinded, provided, however, that the Cemetery Board appointments made under authority of Resolutions 12-2006 and 19-2006 are hereby ratified to continue as approved by prior City Council resolution."

2.55.010 Created.

A cemetery advisory board for Eagle Mountain City is hereby created and comprised of five members appointed in accordance with Chapter 2.27 EMMC. Board members shall hold no elected office in the city nor be an agent or employee of development applicants in the city, and must be residents of Eagle Mountain City. [Ord. O-05-2021 § 2 (Exh. A); Ord. O-01-2011 § 1; Ord. O-33-2008 § 1].

2.55.020 Terms.

The members appointed to the cemetery advisory board shall serve for terms of four years. The initial term of each member shall be designated by the mayor to stagger the terms of office to provide one two-year first term, two three-year terms, and two four-year terms. [Ord. O-33-2008 § 2].

2.55.030 Duties.

Members of the cemetery advisory board are authorized to consider, investigate and report to the city council on all aspects of cemetery issues as may relate to a future cemetery in Eagle Mountain, and make recommendations to the city council for the planning of a city cemetery in accordance with the general plan. The board may also establish contact with state and federal authorities to provide funding, expertise or other assistance for cemetery facility planning, operation, construction, construction and development, but may not conduct any negotiations on behalf of the city. [Ord. O-33-2008 § 3].

2.55.040 Chairperson.

The cemetery advisory board will select annually a chairperson from among its members by majority vote. The chairperson will be responsible for arranging convenient times and places for meetings of the board, providing notice of such meetings to all members. The board may, in its discretion, schedule public hearings for the purpose of receiving comments and information regarding cemetery-related issues. Public hearings will be advertised to the community by posting at the City Hall and by notice in a paper of general circulation not less than 14 days in advance of public hearing. [Ord. O-33-2008 § 4].

2.55.050 Vacancies – Removal.

Vacancies occurring other than by expiration of term shall be filled by appointment by the mayor, with the consent of the city council, for the unexpired term and shall be filled in the same manner as original appointments. A member may be removed with or without cause by the mayor with the consent of the city council. [Ord. O-33-2008 § 5].

2.55.060 Reimbursement.

The members of the board shall serve without pay but may be reimbursed by the city for reasonable expenses incurred in performing their duties at the sole discretion of the mayor and city council. [Ord. O-33-2008 § 6].

2.55.070 Recommendation for member removal.

The board may recommend removal of a member to the city council by a majority vote of the board, for any reason, including:

A. Failure to attend more than 25 percent of the board's scheduled meetings during any 12-month period without having been excused in advance from attendance at board meetings by the chair of the board.

B. A member's office automatically becomes vacant if the member establishes residence outside of the city, or lives outside of city boundaries for a continuous period of more than 60 days. [Ord. O-33-2008 § 7].

2.55.080 Records – Annual report.

The board shall keep records of meetings and activities and shall make an annual report which shall be printed in the annual municipal report and/or other public forum acceptable to the mayor and city council. [Ord. O-33-2008 § 8].

Chapter 2.60
MILITARY AND VETERANS ADVISORY BOARD

2.60.010 Membership, appointment and term of office.

The Eagle Mountain City military and veterans advisory board is hereby authorized and shall consist of seven members appointed in accordance with Chapter 2.27 EMMC for terms of four years. Initial members of the board shall be appointed to stagger the initial terms of office on the board as follows: one member to a one-year term, two members to a two-year term, two members to a three-year term, and two members to a four-year term of office. Notwithstanding the automatic expiration of a board member's term of office, a board member will continue to serve in office until a successor is appointed. Board members may be appointed to successive terms on the board. All board members shall serve full terms unless a member of the board voluntarily resigns or is removed by the mayor and city council based on disqualification. Board members must be residents of Eagle Mountain City and shall not hold any other elected or appointed office in the city or be an employee of the city. Whenever possible, board members shall be selected to represent active duty military, veterans, military reserves, National Guard, and spouses of military personnel. Applications for appointment to the board shall be in writing, including a resume of the applicant's profession, employment, education and experience. [Ord. O-05-2021 § 2 (Exh. A); Ord. O-15-2013 § 1].

2.60.020 Vacancies.

Vacancies other than by expiration of term shall be filled by appointment by the mayor, with the consent of the city council for the unexpired term and shall be filled in the same manner as original appointments. A member may be removed with or without cause by the mayor with the consent of the city council. [Ord. O-15-2013 § 1].

2.60.030 Service without pay.

The members of the board shall serve without pay but may be reimbursed by the city for reasonable expenses incurred in performing their duties at the sole discretion of the mayor and city council. [Ord. O-15-2013 § 1].

2.60.040 Chairperson.

The board shall elect its own chair, and any other officers deemed necessary, to serve for a period of one year. [Ord. O-15-2013 § 1].

2.60.050 Duties.

The board may consider, investigate and report to the mayor and city council with respect to any issues involving active military and veterans, including changes in state and federal laws and regulations, utility payment deferral and relief, enhancing/strengthening community support programs designed to address the safety and well-being of veterans and military families, educational initiatives, consumer protection, organizing volunteers and contributions for appropriate ceremonies and activities to honor the sacrifices and the return home of residents of Eagle Mountain City, and such other matters as directed by the

~~council. The board shall act as liaison between the city and the Eagle Mountain City yellow ribbon committee. [Ord. O-15-2013 § 1].~~

~~2.60.060 Recommendations and reports.~~

~~Any recommendations or reports to the city council shall be voted on by the board prior to being presented to the council, and the board shall advise the council whenever an opinion or recommendation is not a unanimous opinion or recommendation of the board. [Ord. O-15-2013 § 1].~~

~~2.60.070 Rules and regulations.~~

~~The board shall make and revise, when necessary, rules and regulations for its organization, if any, and procedures provided that all rules and regulations shall be consistent with the ordinances of the city, the laws of the state of Utah and shall be approved by the city council. [Ord. O-15-2013 § 1].~~

~~2.60.080 Meetings.~~

~~Meetings of the board shall be held at the request of the city council at such times and at such places as shall be determined by the board but no less than on a quarterly basis. All meetings of the board shall be open to the public. [Ord. O-15-2013 § 1].~~

~~2.60.090 Records – Annual report.~~

~~The board shall keep records of meetings and activities and shall make an annual report which shall be printed in the annual municipal report and/or other public forum acceptable to the mayor and city council. [Ord. O-15-2013 § 1].~~

~~2.60.100 Disqualification.~~

~~The board may, by a majority vote, recommend removal of a member to the city council by a majority vote of the board, for any reason, including:~~

~~A. Failure to attend more than 25 percent of the board's scheduled meetings during any 12-month period without having been excused in advance from attendance at board meetings by the chair of the board.~~

~~B. A member's office automatically becomes vacant if the member establishes residence outside of the city. [Ord. O-15-2013 § 1].~~

Chapter 2.70
ECONOMIC DEVELOPMENT BOARD

2.70.010 Created – Membership.

There is hereby created an advisory board to the city council which shall be known as the Eagle Mountain City economic development board (referred to herein as the board). The board shall be comprised of five individual residents of Eagle Mountain City appointed in accordance with Chapter 2.27 EMMC. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 § 1. Formerly 2.20.010].

2.70.020 Terms.

Members of the board shall hold office for a period of three years or until a successor for a member whose term has expired is appointed by the city council. Initial terms for members of the board shall be staggered to provide that all terms of office do not expire at the same date. To establish staggered terms of office for the initial board, one member shall be appointed for a term of one year, two members of the board shall be appointed for terms of two years and two members shall be appointed for terms of three years. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 § 2. Formerly 2.20.020].

2.70.030 Records.

The board shall not be required to conduct its meetings in accordance with the Utah Open and Public Meetings Act. The written documents prepared by the board in its official capacity shall be public documents in their final form. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 § 3. Formerly 2.20.030].

2.70.040 Meetings – Compensation – Purpose.

The board shall meet as often as necessary and shall serve without compensation. The board shall investigate methods of economic development in the city and propose to the city council for official confirmation and authorization such actions as may be lawful and deemed appropriate by the board to encourage economic development in the city. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 § 4. Formerly 2.20.040].

2.70.050 Recommendations to city council.

All recommendations and proposals from the board shall be to the city council in writing and shall be considered by the city council in open public meetings. The city council may invite the members of the board to meet with the city council at regularly scheduled meetings or special meetings from time to time in compliance with the provisions of the Utah Open Meetings Act. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 § 5. Formerly 2.20.050].

2.70.060 Chairperson.

After the initial appointment of a chairperson, the board shall annually elect one of its members as chair of the board and the chair of the board shall be the contact agent with the board to the city council. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 § 6. Formerly 2.20.060].

2.70.070 Removal of member – Vacancies.

~~A. Any board member may be removed by the city council for misconduct or neglect of duty.~~

~~B. Vacancies in the board shall be filled for the unexpired term of office by the city council. [Ord. O-05-2021 § 2 (Exh. A); Ord. 00-03 §§ 7, 8. Formerly 2.20.070].~~

Chapter 2.80
Community Services Board

2.80.010 Community Services Board Established

The community services board is hereby established to be kept and maintained for the purpose of enhancing the sports, recreation, culture, arts, heritage, cemetery, and general welfare and quality of life of the community. The community services board shall be managed and operated pursuant to the provisions of this article.

2.80.020 Board Members – Terms of Office

The mayor, with the advice and consent of the city council, shall appoint the community services board. The Eagle Mountain City community services shall consist of seven members and with terms of three years. Terms shall expire on March 31, and new terms shall begin on April 1 of each applicable year.

Initial members of the board shall be appointed to stagger the initial terms of office on the board as follows: two members to a one-year term, two members to a two-year term, and three members to a three-year term of office. Board members may be appointed to successive terms on the board.

All members shall serve full terms unless they voluntarily resign or are removed in accordance with EMMC 2.30.100, malfeasance, or nonfeasance of duty.

Subject to the above, any vacancy on the board will be filled by appointment by the mayor, with the advice and consent of the city council.

2.80.030 Vacancies

Vacancies that occur for reasons other than expiration of term, shall be filled by appointment by the mayor, with the advice and consent of the city council, for the remainder of the unexpired term and shall be filled in the same manner as original appointments.

2.80.040 Chair

Annually, the community services advisory board will select a chair and vice-chair from among its members by majority vote. The chair will be responsible for presenting the agenda of all matters pertaining to the community services board to be considered at every meeting of the board. In the absence of the chair, the vice-chair shall perform the duties of the chair.

2.80.050 Secretary

Annually, the community services chair-may select a secretary from among the members of the board to assist in the preparation of the agenda and meeting minutes.

2.80.060 Powers & Duties

A. Preparation of Agenda: The agenda for each meeting of the board shall be prepared by the chair or the chair's designee. The agenda may cover any and all matters pertaining to the community services functional areas.

B. Minutes: Written minutes shall be kept of all regular and special meetings and shall be transmitted to board members following such meetings. A permanent set of minutes shall be maintained. All records of the board shall be open to inspection during normal business hours.

C. Administrative Control Reserved: Except as set forth in this article or by resolution, all other administrative control with respect to the various community services departments is reserved to the mayor and city council, or designee.

D. Advisory Board: The community services board shall act as an advisory board to the city on all policy and budgetary matters pertaining to the community services functional area which include but are not limited to parks, recreation, arts, cemetery, events, heritage and culture.

E. RAP Tax Board: The board shall receive and review applications for funding for projects eligible for RAP Tax monies. The board shall make a recommendation to the city council for projects and amounts to be funded and serve as a citizens advisory committee regarding RAP Tax expenditures.

2.80.070 Rules and Regulations - Board Committees

The Community Services Board may, by majority vote, create subcommittees as needed.

The board shall make and revise, when necessary, rules and regulations for its organization provided, that said rules and regulations shall be consistent with the ordinances of the city, the laws of the state of Utah and shall be approved by the city council before they become effective.

2.80.080 Records to be kept – Annual report.

The board shall keep records of meetings and activities and shall make an annual report to the mayor and city council by February 28.

2.80.090 Compensation – None

Board members shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from the various community services department’s funds, as allocated by the city’s officially adopted budget.

2.80.100 Removal

A. The board may recommend removal of a member to the city council by a majority vote of the board, for the following reasons:

1. Failure to attend more than 25 percent of the board’s scheduled meetings during any 12-month period without having been excused in advance from attendance at board meetings by the chair of the board.

2. The member establishes residence outside of the city, or lives outside of city boundaries for a continuous period of more than 60 days.

B. The mayor may recommend removal of a member to the city council for any reason.

Upcoming Staff Agenda Items for City Council Information (Tentative)

Staff Items from City Council Meetings

- EM Blvd Monument Replacement
- Justice Court

Development Projects

- PH Kroger Development Agreement

Code Amendments

- PH Enacting Section on Addressing and Street Naming (WS DISC 1/20)

Other Items

- PH Parks Trails and Open Space MP & IFFP
- PH Future Land Use Map – General Plan Amendment
- Scenic Mountain HOA - Lift Station Resolution
- WS DISC – E-bikes/motorcycles on Trails
- WS DISC - Eagle Mountain Properties Phase 2, Part 1 - Rezone of 31 Properties (2/3)
- WS DISC – EMMC Noise/Nuisance Ordinance

Redevelopment Agency

- PH Mid-Valley CRA Project Area Plan & Budget

BUDGET WORK SESSIONS – 4-5 PM

- 4/21/2026
- 5/19/2026

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

Updated 02/11/2025 - LM