



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

October 27, 2020, 5:30 PM

Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

5:30 P.M. - Eagle Mountain City Planning Commission Work Session - Electronic Meeting via Lifesize

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

The public may monitor or listen to open portions of the meeting electronically by following the instructions below.

Lifesize electronic meeting through Granicus at <https://eaglemountaincity.com/city-recorder/city-meetings-portal/#meetingdocs>. Click the link to view the live stream and meeting documents.

1. Discussion Items

- 1.A DISCUSSION ITEM - Proposed Code Amendment to Change EMMC 17.58 Historical Preservation Zone to Historical Preservation Overlay Zone
A discussion on proposed changes to EMMC 17.58 Historical Preservation Zone to change the zoning tool to an overlay zone and add clarity to the designation process.
[17.58 Historic Preservation Overlay Zone - PROPOSED](#)
- 1.B DISCUSSION ITEM - Proposed Code Amendment to Revise EMMC 17.62 Ridgeline Protection Standards to Ridgeline Protection Overlay Zone
A discussion on proposed changes to EMMC 17.62 Ridgeline Protection Standards in order to establish an overlay zone under the current regulations.
[17.62 Ridgeline Protection Overlay Zone - PROPOSED](#)
- 1.C DISCUSSION ITEM - Proposed Code Amendment to Remove Lot Size Transitioning from EMMC 17.60
A discussion about the proposed code amendment to remove the lot size transition section (and related references to it) within EMMC 17.60 Landscaping, Buffering, Fencing and Transitioning. The recent adoption of the zoning transition section to this chapter achieves the same purpose and intent.
[17.60 Landscaping Buffering Fencing and Transitioning](#)

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

2. **Pledge of Allegiance**

3. **Declaration of Conflicts of Interest**

4. **Approval of Meeting Minutes**

- 4.A October 13, 2020, Planning Commission Minutes
 [PC Minutes 10.13.2020 - DRAFT](#)

5. **Status Report**

6. **Action and Advisory Items**

6.A [Pony Express Townhomes \(Concept Plan\)](#)

Concept plan review for the next phase of Pony Express Townhomes located on approximately 4.6 acres. Access to this portion of the development would be off of N Sun Crest Drive in the New Park at Porter's Crossing subdivision. The concept plan includes 27 townhome units, with nine buildings of three units each.

[Concept Plan](#)

[11-20-2012 Meeting Minutes](#)

[Pony Express Townhomes Development Agreement](#)

6.B [Scenic Mountain Phase C \(Concept Plan\)](#)

A concept plan for Phase C of the Scenic Mountain project. The Scenic Mountain project includes an approved Master Development Agreement (MDA). Portions of Phases A and B have been built or are under construction. The applicant is looking to develop the plans for Phase C based on the and is seeking feedback on the concept plan before submitting their next set of applications.

[Concept Plan](#)

[Townhome Rendering](#)

[Scenic Mountain - Approved Land Use Plan](#)

[Scenic Mountain - Approved Conceptual Residential Plan](#)

[Scenic Mountain - Approved Park and Open Space Plan](#)

[Scenic Mountain Master Development Agreement - Amended and Restated 2017](#)

6.C [Oquirrh Mountain Ranch Phase B \(Concept Plan\)](#)

A concept plan for Phase B of the Oquirrh Mountain Ranch project. The Oquirrh Mountain Ranch project includes an approved Master Development Agreement. A majority of Phase A has been built. The applicant is considering an amendment request to the Master Development Agreement with regards to Phase B and is seeking feedback on the concept plan.

[Phase B Concept Plan](#)

[Slope Analysis](#)

Oquirrh Mountain Master Development Plan - Approved 2014
Oquirrh Mountain Parks and Open Space Plan - Approved 2014
Oquirrh Mountain Master Development Agreement - Amended and Restated 2016

6.D **PUBLIC HEARING - Development Code Amendment to Remove Tier and Bonus Density Language (EMMC Titles 7, 16, and 17)**

This is a request to amend the municipal development code for EMMC Title 7 Parks, Trails and Special Events; Title 16 Subdivisions; and Title 17 Zoning in order to remove references to "tier" and "base/bonus density." These phrases related to EMMC 17.30 Residential Zone Bonus Density Entitlements which was repealed by ordinance of the City Council in 2019.

Removal of Bonus-Tier Language - PROPOSED

6.E **Development Code Amendment for Fencing Standards (EMMC 16.35 & 17.60)**

This is a request to amend the municipal development code for EMMC Chapter 16.35 Development Standards for Required Public Facilities and Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning. The amendment includes revisions to clarify fencing standards and requirements.

The Planning Commission held a public hearing on this request on October 13, 2020. The public hearing was opened and closed at that time. The request was tabled for minor edits to the code amendment.

16.35 Development Standards for Required Public Facilities - PROPOSED

17.60 Landscaping, Buffering, Fencing and Transitioning - PROPOSED

7. **Discussion Items**

8. **Next scheduled meeting**

9. **Adjournment**

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 23rd day of October, 2020, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

Chapter 17.58

HISTORICAL PRESERVATION **OVERLAY** ZONE

[PROPOSED]

17.58.010 Purpose.

A. The purpose of this chapter is to designate important historical and archaeological sites in Eagle Mountain City, encourage the preservation of important historical and archaeological site locations, and avoid the unnecessary or inadvertent disturbance of these sites including prehistoric or historic human remains;

B. The establishment of a city register listing designated sites, structures, signs, and districts; and

C. The provision for educational opportunities to increase public appreciation of Eagle Mountain's unique heritage. [Ord. O-15-2015 § 2 (Exh. A)].

17.58.020 Definitions.

"Ancient human remains" means all or part of a physical individual that is historic or prehistoric or any object on or attached to the physical individual that is placed on or attached to the physical individual as part of the death rite or ceremony of a culture.

"Important historical or archaeological site" means any geographic area that may include ancient human remains or items or improvements of a cultural or historic significance, including petroglyphs, pictographs, historical buildings or structures, historical artifacts, historic gravesites, historic mines or wells, or historic trails. An important historical or archaeological site can include sites that have been determined eligible for the National and State Registers of Historic Places or would be determined eligible if they were evaluated by the Utah State Historic Preservation Office.

"Landmark structure or site" means a structure or site included in the Eagle Mountain Historic and Archaeological City Register that meets the criteria of EMMC 17.58.040 and received approval by the planning commission by the process identified in EMMC 17.58.050. Such structures and sites are of importance to the city, state, or nation and imparts high artistic, cultural, and historic values. [Ord. O-15-2015 § 2 (Exh. A)].

17.58.030 Identification of potential historical or archaeological sites.

Any person may provide the location of a possible important historical or archaeological site to the city. Private land owners are encouraged to provide information regarding a possible important historical or archaeological site on land owned by the private land owner. Once a location of a potential important historical or archaeological site has been identified, the city should contact the land owner and attempt

to obtain written permission to access the property to evaluate whether the site should be designated as an important historical or archaeological site. [Ord. O-15-2015 § 2 (Exh. A)].

17.58.040 Criteria for designating an important historical or archaeological site.

To be designated as an important historical or archaeological site, the location must include all of the criteria listed in subsections A through C of this section and at least one of the criteria listed in subsections D through H of this section:

REQUIRED:

- A. The site is located within the boundaries of Eagle Mountain City.
- B. The items that contribute to the important historical or archaeological site are a minimum of 100 years old (either by record or by the determination of experts or state historic preservation officers).
- C. The site retains its integrity in that there are no major alterations that have obscured or destroyed the significant archaeological features.

AT LEAST ONE REQUIRED:

- D. The site is currently listed in the National Register of Historic Places, or it has been officially determined eligible for listing in the National Register under the provisions of 36 CFR 60.6(s).
- E. The site is associated with events that have made a significant contribution to the broad patterns of the prehistory or history of the city, state, or nation.
- F. The site is associated with lives of persons significant in the prehistory or history of the city, state, or nation.
- G. The site embodies the distinctive characteristics of a rare or unique type, period or method of construction, or that it represents the work of a master, or that it recognizes high artistic values or style, or that it represents a significant and distinguishable entity whose components may lack individual distinction.
- H. The site has yielded or may be likely to yield information important in prehistory or history.

17.58.050 Designation of an important historical or archaeological site

A property owner, city body, or city staff may file a request for designation of designation of an important historical or archaeological site by submitting an application to the city. Designation of important historical or archaeological sites will be a "check list" item to be reviewed by ~~community development and/or~~ planning department staff and then submitted to ~~as well as~~ the planning commission ~~and design review committee~~. Staff and ~~the planning commission committees~~ will consult experts and/or state historic preservation officers as to the possibility of historic or archaeological sites on parcels considered for development. ~~The planning commission will review and consider the~~

Commented [SPK1]: Most cities utilize a certificate process to confirm and verify the appropriateness of a proposed use/construction in relation to the historic site. Should we add this or leave it to the minimal review outlined currently?

designation of the historical or archaeological site at a public meeting with mailed notice to the property owner postmarked at least ten (10) business days before the scheduled meeting.

Upon findings made by the planning commission using the criteria outlined in EMMC 17.58.040, the planning commission may designate the historical or archaeological site as a landmark structure or site to the history of Eagle Mountain, the State of Utah, and/or the United States of America and include it within the city register. [Ord. O-15-2015 § 2 (Exh. A)].

17.58.060 Establishment of a historic preservation overlay zone.

Any property that has been added to the Eagle Mountain Historic and Archaeological City Register shall be considered for a historic preservation overlay zone. A request to apply this overlay zone to the property may be brought forward by the property owner or city. A request for approval of a historic preservation overlay zone on a property may be filed and processed jointly with a request for inclusion on the city register.

A historic preservation overlay zone shall be established pursuant to the procedures of rezoning property, as provided by EMMC 17.90, with the following modifications:

A. Application. In cases where a request for a historic preservation overlay zone on a property occurs after the property has been added to the city register, an application for this zoning shall include verification the property is on the city register. A copy of the application packet for designation of the important historical or archaeological site shall be included in the zoning application.

17.58.070 Boundaries of a proposed historical preservation overlay zone.

When determining the boundaries of a proposed historical preservation overlay zone to be reviewed and approved by the city council, the boundaries of an important historical or archaeological site shall be drawn to ensure that historical associations, and/or those which best enhance the integrity of the site, comprise the boundaries. The boundaries do not need to match property lines.

17.58.~~0500~~80 Review of important historical or archaeological sites.

Prior to the approval of any preliminary plat that includes areas that have been designated as important historical or archaeological sites, the planning staff shall evaluate the impact of the development on the important historical or archaeological site, and any options to mitigate the impact of such development. If possible, density or building rights transfer or open space credits will be used as a planning measure to avoid disturbing important historical or archaeological sites. In addition, inclusion of important historical or archaeological sites in open space or other set-aside areas and measures to protect and preserve such areas shall be utilized when density and building rights transfers or open space credits can be used to preserve these sites. [Ord. O-15-2015 § 2 (Exh. A)].

17.58.~~0600~~90 Permits.

Prior to issuing a conditional use permit, excavation permit or construction permit for a parcel containing an important historical or archaeological site, the applicant shall provide a detailed plan describing measures that will be taken by the applicant to protect any ancient human remains or items or improvements of a cultural or historic significance, including petroglyphs, pictographs, historical buildings or structures, historical artifacts, historic gravesites, historic mines or wells, or historic trails. [Ord. O-15-2015 § 2 (Exh. A)].

17.58. ~~070100~~ Establishment of a historic preservation board.

A. The city council may create a historic preservation board to assist the city with the identification, preservation and education of significant historical or archaeological sites. The board may consist of as many members as the city council feels is reasonable and necessary to achieve the purpose of the board.

B. Members appointed to the historic preservation board (if created) shall have demonstrated interest, competence, or knowledge in historic preservation. [Ord. O-15-2015 § 2 (Exh. A)].

17.58. ~~080110~~ Classification as protected records.

In accordance with Utah Code Ann. § 63G-2-305(26) (2015), any records that reveal the location of historic, prehistoric, paleontological, or biological resources that if known would jeopardize the security of those resources or of valuable historic, scientific, educational, or cultural information shall be classified as “protected records.” [Ord. O-15-2015 § 2 (Exh. A)].

EMMC 17.62 RIDGELINE PROTECTION **STANDARDS OVERLAY ZONE** [PROPOSED]

17.62.010 Purpose.

The purpose of this chapter is to **establish the Ridgeline Protection Overlay Zone and related regulations in order to** protect significant ridgelines from development that may result in hazardous conditions, reduced quality of life, and the visual scarring of important natural features.

17.62.020 Definitions.

A. “Ridge” means a relatively narrow elevation that is prominent because of the steep angle at which it rises; an elongated crest, or series of crests, with or without individual peaks, significantly higher than the adjoining ground.

B. “Prominent ridge” means a ridge location that is seen as a distinct and important feature in the natural environment. Prominent ridges are designated in the map of prominent ridges found in this chapter.

C. “Close proximity to prominent ridge” means any real estate that is directly adjacent to, and/or is reasonably understood to impact and/or affect, a prominent ridge either physically or visually.

D. “Ridgeline setback” means any area within 50 vertical feet of a prominent ridge.

E. “Significant buildable property” means at least 8,000 square feet of contiguous property with an average (pre-grading) slope of less than 25 percent accessible by a public street that meets all applicable development standards. [Ord. O-04-2018 § 2 (Exh. A)].

17.62.030 Applicability.

The provisions of this chapter shall apply to all lands in the city which contain or lie in close proximity to any areas designated as a prominent ridge within this chapter. The standards found in this chapter are in addition to any other applicable standards found within the city code. In the case of conflict between these standards and other applicable standards, the more restrictive provisions shall apply. [Ord. O-04-2018 § 2 (Exh. A)].

A Ridgeline Protection Overlay Zone shall be established pursuant to the procedures of rezoning property, as provided by EMMC 17.90, and based on the criteria as outlined in EMMC 17.62.040(A). The overlay zone shall be applied to property that contains or lies in close proximity to designated prominent ridges.

A. Partial Coverage. If a property is located both inside and outside of the Ridgeline Protection Overlay Zone, the standards, requirements, and procedure of this chapter shall only apply to the portion of the property that is located inside the overlay zone.

17.62.040 Land use regulations.

The land use regulations shall be those of the base zoning with which the Ridgeline Protection Overlay Zone is combined, unless modified by the overlay zone.

17.62.04050 Ridgeline development standards.

The following are standards that apply to all developments in the Ridgeline Protection Overlay Zone ~~that contain or lie in close proximity to designated prominent ridges:~~

A. Ridgeline Preservation. Property within 50 vertical feet of prominent ridges may be included within private lots; however, shall be deemed unbuildable, and shall provide a public pedestrian easement to the city for the purpose of creating an integrated and connected system of ridgeline trails, which tie into neighboring development.

No structure, accessory structure, or ancillary structure may be built within the ridgeline setback area, with the exception of public infrastructure, public lookout towers, benches, or other public viewpoint or recreation structures. No cuts, fills, clearing, or grading shall occur within the ridgeline setback, except for public trails, structures, and infrastructure. Development within the Ridgeline Protection Overlay Zone ~~close proximity to prominent ridges~~ shall comply with ridgeline design standards found within this chapter.

B. Open Space Credit/Density Transfer.

1. Developer may be awarded amenity points for public trails, observation structures, and other passive recreation improvements built within the Ridgeline Protection Overlay Zone ~~ridgeline setback~~ as approved by the city.
2. Developer may be granted credit for improved open space area for significant buildable property made unbuildable by this code as approved on a case-by-case basis by the city council.
3. Developer may transfer density from the Ridgeline Protection Overlay Zone ~~ridgeline setback areas~~ to other areas within a project or development in the case where significant buildable property is made unbuildable by this code, as approved on a case-by-case basis by the city council.

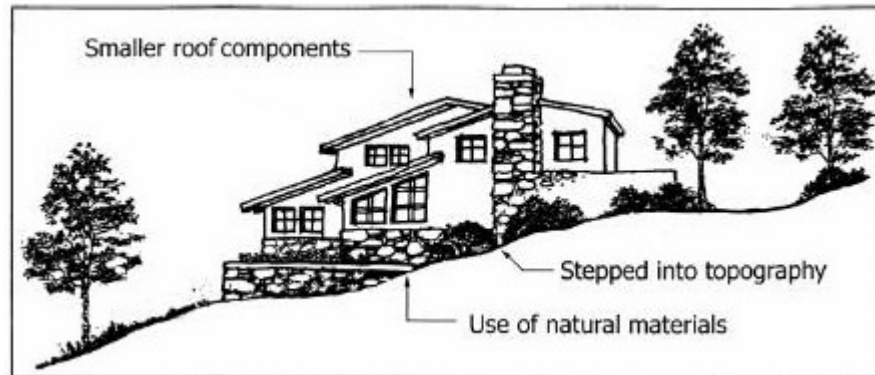
C. Existing Lots. If any portion of a lot in an existing subdivision falls within a ridgeline setback, contains a prominent ridgeline, or is in close proximity to a prominent ridge, every effort must be made to place all development on the most suitable portion of the lot. All disturbance and development shall stay out of the ridgeline setback to the maximum extent possible.

D. Hillside Site Development. All development shall comply with the standards found in Chapter 15.80 EMMC, Hillside Site Development.

E. Ridgeline Design Standards.

1. Building Materials. Reflective metals/materials and highly contrasting colors to the natural landscaping and geology are discouraged.

2. Landscape Screening. Natural landscaping and plantings shall be utilized to screen development from public rights-of-way, where possible.
3. Height Restrictions. No roofline in close proximity to a prominent ridge shall be within 15 feet of an adjacent prominent ridge.
4. Structural Design. The planning commission may require staff to approve structural design to avoid significant adverse visual impacts so that building form reflects hillside form/setting. Structural design may include: height, bulk, size, foundation, siting, and landscaping.



Building form reflects hillside form/setting.

[Ord. O-04-2018 § 2 (Exh. A)].

17.62.05060 Exceptions.

The Eagle Mountain City planning commission may recommend and the city council may grant specific and limited exceptions to these standards for properties where one or more of the following limitations apply:

A. A new structure or addition is proposed within an approved and platted development, approved prior to the adoption of the ordinance codified in this chapter, where the following is found:

1. There are no feasible building sites on the parcel that avoid ridgeline development.
2. The development will avoid significant adverse visual impacts due to modifications in structural design, including: height, bulk, size, foundation, siting, and landscaping.
3. Where the planning commission and city council find that an applicant has a unique circumstance or equitable claim which makes strict enforcement of the provisions of this title unduly burdensome, it may, after a public hearing, approve a special exception to the zoning provisions of this title so that substantial justice may be done and the public interest secured; provided, that the special exception does not have the effect of nullifying the intent and purpose of this title or the General Plan and is not detrimental to the public health, safety, and welfare.

B. Where the planning commission and city council find that a proposed development plan is well thought out, sensitive to ridgelines, and meets the intent of the code to protect prominent ridgelines from harmful development, while providing for integrated pedestrian connectivity. [Ord. O-04-2018 § 2 (Exh. A)].

17.62.069070 Prominent ridgelines maps.

[no changes to the existing exhibits in the code]

Chapter 17.60

Landscaping, Buffering, Fencing and Transitioning

17.60.010 What this chapter does.

This chapter promotes the health, safety, and general welfare of the public through the appropriate use of landscaping, buffering, fencing, and ~~lot and~~ zone transitioning. [Ord. O-05-2008 § 2 (Exh. A § 12.1); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.1)].

17.60.020 Purpose.

Properly placed landscaping can lessen the impact of dust, heat, erosion, and wind. Landscaping and fencing are also encouraged when used as buffers and screens against undesirable views. ~~Lot and~~ Zone transitioning protects s property values, enhances s land use compatibility, and designates s appropriate zone buffers. [Ord. O-05-2008 § 2 (Exh. A § 12.2); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.2)].

17.60.030 Improvements required.

All landscaping, buffering, and fencing requirements of this chapter shall apply to all newly constructed buildings (with the exception of single-family residences) and any structure that is being expanded or altered. ~~Lot transitioning shall apply to all residential uses.~~ Zone transitions shall apply to all zones and uses. [Ord. O-05-2008 § 2 (Exh. A § 12.3); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.3)].

~~17.60.150 Lot size transitioning.~~

~~New subdivisions that are being proposed adjacent to existing or approved subdivisions and master development plans, building lots in an agriculture zone, or Camp Williams and BLM properties shall have lots that transition in accordance to the following standards:~~

~~A. Existing Subdivisions and Master Development Plans of Lower Density. All new developments that are proposing higher densities than existing adjacent development shall follow the transitioning standards of this chapter found in Table 17.60.150(1) and illustrated in Figure 17.60.150(1) to buffer incompatible uses.~~

~~Table 17.60.150(1)~~

Lot Size Transitioning from Larger Lots to Smaller Lots						
Lot Size	1st adjacent lot minimum	2nd adjacent lot minimum	3rd adjacent lot minimum	4th adjacent lot minimum	5th adjacent lot minimum	6th adjacent lot minimum
4+ Acres	2 Acres	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family or Tier-II	No Additional Buffering Required
3.99—1 Acre	1 Acre	1/2 Acre	1/4 Acre	Small Single-	No Additional Buffering Required	

				Family or Tier III	
.99—.51 Acre	1/2 Acre	1/4 Acre	Small Single- Family or Tier III	No-Additional Buffering Required	
.49—.25 Acre	1/4 Acre	No-Additional Buffering Required			
Small Lot/Tier III	No Buffering Required				

B. Existing Subdivisions and Master Development Plans of Higher Density. All new developments that are proposing lower density than existing adjacent development shall follow the transitioning standards of this chapter found in Table 17.60.150(2) and illustrated in Figure 17.60.150(1) to buffer incompatible uses.

Table 17.60.150(2)

Lot Size Transitioning from Smaller Lots to Larger Lots						
Lot Size	1st adjacent lot minimum	2nd adjacent lot minimum	3rd adjacent lot minimum	4th adjacent lot minimum	5th adjacent lot minimum	6th adjacent lot minimum
Condo	Small Single-Family or Tier III	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required
Small Lot/Tier III	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required	
.25 — .49 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required		
.50 — 1 Acre	2 Acres	No Additional Buffering Required				
1.1 — 3.99 Acre	No Buffering Required					

From Large to small lots

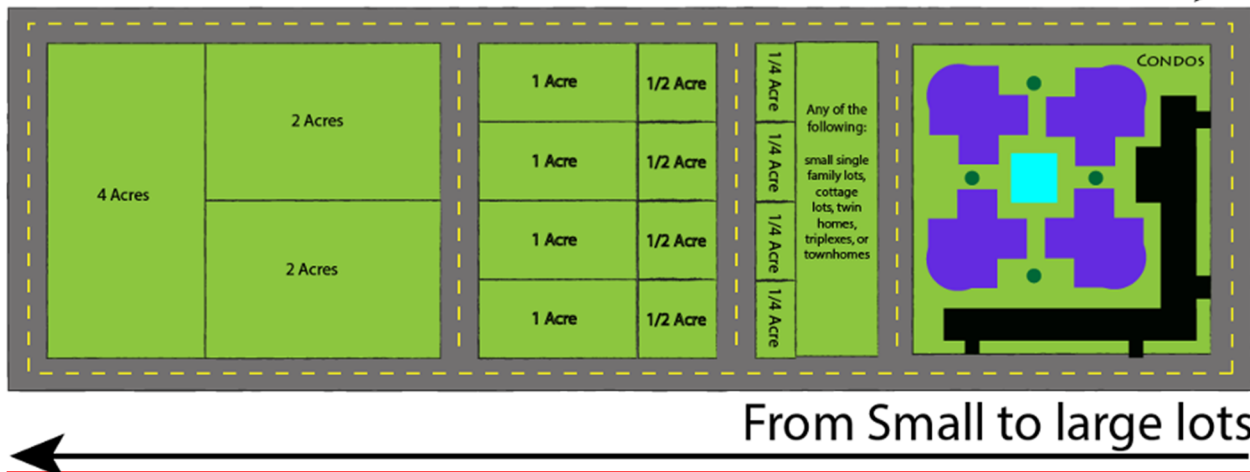


Figure 17.60.150(1) Lot Size Transitioning

C. ~~Camp Williams or BLM.~~ Proposed lots adjacent to Camp Williams or BLM land shall be a minimum of one acre in size. The planning commission may recommend and the city council may approve lots smaller than one acre in size when these bodies find that there have been adequate improvements to mitigate concerns with storm water runoff and wild land fires. All development within 1,000 feet of Camp Williams shall have a maximum density of 1.6 dwelling units per acre, and the minimum lot size shall be one half acre.

D. ~~Commercial Transitioning.~~ Commercial developments adjacent to existing residential developments shall follow the buffering standards in Table 17.60.160(b) and provide walls that comply with the standards found in EMMC 17.60.110. [Ord. O 20 2017 § 2 (Exh. A); Ord. O 05 2008 § 2 (Exh. A § 12.15); Ord. O 23 2005 § 3 (Exh. 1(1) § 12.15)].

17.60.160-150 Zones transitions.

The zone transition table found in Table 17.60.160150(1) below identifies the compatible zones that may be adjacent to each zone. Each column is defined as:

- A. Zone. The existing or proposed zone designation for the subject property.
- B. Compatible Buffer. The permitted zones for land adjacent to the zone identified in the first column.
- C. General Plan Category Compatibility. The future land use designation in the General Plan that the zone identified in the first column may be located within.

The "Zone Legend," "Overlay Zone Legend," and "General Plan Categories" found in Table 17.60.160150(2) below are provided for reference.

Table 17.60.160150(1)

ZONE	COMPATIBLE BUFFER	GENERAL PLAN CATEGORY COMPATIBILITY
AG	RA1, RA2, RD1, RD2, FR, MEC, OS-I, OS-N	ARD1, ARD2, FR, OS, PO

RA1	AG, RA2, OS-I, OS-N	ARD1
RA2	AG, RA1, RD1, OS-I, OS-N	ARD1
RD1	AG, RA2, RD2, OS-I, OS-N	ARD2
RD2	AG, RD1, FR, R1, OS-I, OS-N	ARD2
FR	AG, RD2, R1, CN, OS-I, OS-N	FR
R1	RD2, FR, R2, CN, OS-I, OS-N	NR1
R2	R, R3, CN, OS-I, OS-N	NR1
R3	R2, RC, CN, OS-I, OS-N	NR1
RC	R3, MF1, MF2, CN, CC, OS-I, OS-N	NR2
MF1	RC, MF2, CN, CC, CR, CS, OS-I, OS-N	NR2, CC, CR
MF2	RC, MF1, CN, CC, CR, MEC, OP, CS, OS-I, OS-N	NR3, CC, CR, TCM
CN	FR, R1, R2, R3, RC, MF1, MF2, CC, MEC, OP, OS-I	CC, TCM
CC	RC, MF1, MF2, CN, CR, MEC, OP, LMD, OS-I	CC, ECC, TCM
CR	MF1, MF2, CC, MEC, OP, LMD, CS, OS-I	CR, ECC
MEC	AG, MF2, CN, CC, CR, OP, OS-I	ECC
OP	MF2, CN, CC, CR, MEC, OS-I	TCM, CC, CR, ECC
I	LMD, CS, OS-N	BPLI
LMD	I, CR, CC, CS, OS-N	BPLI
CS	MF1, MF2, CC, CR, I, LMD, OS-N	BPLI
OS-I	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, CC, CN, CR, MEC, OP, OS-N	PO
OS-N	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, OP, I, LMD, CS, OS-I	PO

Table 17.60.160150(2)

ZONE LEGEND			
Rural Agricultural 1	RA1	Commercial Neighborhood	CN
Rural Agricultural 2	RA2	Commercial Community	CC
Rural Density 1	RD1	Commercial Regional	CR
Rural Density 2	RD2	Medical/Educational Campus	MEC
Foothill Residential	FR	Office Professional	OP
Residential 1	R1	Industrial	I
Residential 2	R2	Light Manufacturing/Distribution	LMD
Residential 3	R3	Commercial Storage	CS
Residential Cottage	RC	Improved Open Space	OS-I
Multi-Family 1	MF1	Natural Open Space	OS-N
Multi-Family 2	MF2	Agriculture	AG
OVERLAY ZONE LEGEND			
Ridgeline Protection Overlay	RL	Equine Overlay	EQ

Historical Site and Preservation Overlay	HP	Regional Technology and Industry Overlay	RTI
Extractive Industries Overlay	EIO		
GENERAL PLAN CATEGORIES			
Agricultural/Rural Density One	ARD1	Town Center Mixed Use	TCM
Agricultural/Rural Density Two	ARD2	Regional Commercial	RC
Foothill Residential	FR	Employment Center/Campus	ECC
Neighborhood Residential One	NR1	Business Park/Light Industry	BPLI
Neighborhood Residential Two	NR2	Civic Uses	CU
Neighborhood Residential Three	NR3	Parks and Open Space	PO
Community Commercial	CC		

17.60.~~170~~160 Tables.

[No changes to this section other than section title number]

17.60.~~180~~170 Diagrams.

[No changes to this section other than section title number]



EAGLE MOUNTAIN Planning Commission MEETING MINUTES

October 13, 2020, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

5:30 PM Work Session – Electronic Meeting via Lifesize

COMMISSION MEMBERS PRESENT: Matthew Everett, Christopher Pengra, Rich Wood, and Brett Wright. Commissioner Erin Wells was excused.

CITY STAFF PRESENT: Steve Mumford, Assistant City Administrator/Community Development Director; Pete Kane, Long-Range Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; City Attorney, Jeremy Cook; Deputy Sheriff, Jim Bingham; and Jeanie West, Community Improvement Office.

Commissioner Wood called the work session to order at 5:35 p.m.

1. Discussion Items

1.A. DISCUSSION ITEM – Proposed Code Amendment for Accessory Apartments

Planner Jessa Porter presented the item. She explained the amendments are to clarify standards to facilitate proper code enforcement and to simplify the application process for accessory apartments.

Commissioner Everett inquired regarding the reasons for requiring a notarized letter.

City Recorder Fionnuala Kofoed explained the purpose of the notarizing requirement is for the applicant to acknowledge and agree to the terms of the document. If the document serves as a jurat, the applicant is swearing to the information within the document and agreeing to those terms to use the accessory dwelling as permitted. The Recorder's Office intends to record the documents against the property. She stated the Recorder's Office records the installation of secondary kitchens and accessory apartments have similar documentation.

Discussion ensued regarding amending the verbiage from "letter" to "form" or "document" to clarify the purpose and function of the documentation.

Commissioner Everett stated that as a notary, he did not believe the form required either an acknowledgment or jurat notarial act. He asked if the notarization could be removed to simplify the process.

Ms. Kofoed stated that the Recorder's Office records a document against the property to certify the approval of an accessory apartment on the property. Should the owners sell the property, the approval remains with the property and future owners would be provided the accessory apartment documentation when a title report is pulled for the property. Requiring the notarization provides

recorded documentation certifying the proper approval process steps occurred. She recommended for EMMC 17.70.070 to be amended to allow the documentation to remain with the property rather than expiring with the transfer of the property.

Commissioner Pengra said the notarization provides a layer of protection for the City as it attests to the identity of the individual signing the documentation, but he expressed his willingness to waive the requirement if preferred by the other Commissioners. He expressed concern that should the property ownership transfer, the new owner would not have attested to the terms of the original agreement.

Ms. Kofoed stated notice of terms and approval would be provided to the new owners in hopes the new owner will adhere to the original terms. If the document expires and does not transfer, it becomes more difficult to track and manage.

Commissioner Wood stated that other Utah cities regulate accessory apartments through rental licenses that do not transfer with the property, although he is unsure how compliance is regulated. He noted the increased difficulties for the Recorder's Office to monitor properties should the documentation expire.

Ms. Kofoed stated she feels strongly that the Recorder's Office should record the accessory apartment, in addition to secondary kitchens, as the apartment has the potential for greater concerns and impacts.

Community Development Director/Assistant City Administrator Steve Mumford stated staff is examining processes and Municipal Code standards for landlord licensing for all property rentals. Staff desires to obtain landlord contact information to facilitate standard information and enforcement without creating onerous standards.

Commissioner Everett suggested allowing a Planning Department designee to approve accessory apartment applications in addition to the Planning Director or Planning Commission and inquired if a timeframe should be set to require a tiny home with a revoked license to be removed from the property.

Long-Range Planning Manager Pete Kane explained that the standards in EMMC 17.70.090 Noncompliance include a 14-day timeframe to resolve non-compliance concerns that would apply to the removal of a tiny home. He recommended adding the conditions of removal to that section to apply to all uses not specifically tiny homes.

Commissioner Wood advocated for separate removal standards for tiny homes because tiny homes are required to have wheels and accessory dwellings are generally permanent structures.

Mr. Kane clarified that removing the tiny home from the property would be a requirement to resolve noncompliance.

Commissioner Wright requested that the Planning Commission consider making tiny homes a special use in order to increase the City's ability and flexibility to govern and set specific, clear criteria for the use and to ensure tiny homes are held to the same standards as similar uses.

Commissioner Wood concurred with making tiny homes a special use as he was not in favor of permitting tiny homes and desired to discourage the use. He recommended prohibiting tiny homes in the Foothill Residential (FR) and RD2 zones and advocated for only permitting tiny homes on properties one acre or larger to be in line with the previous standards.

Commissioner Everett suggested allowing tiny homes on lots one acre or larger within the FR and RD2 zones.

Discussion ensued regarding the desired acreage minimum to allow tiny homes and associated concerns.

Mr. Mumford clarified that in previous standards, accessory apartments were permitted on properties greater than one acre. He stated the City Council expressed the desire to permit accessory apartments on lots 8,000 square feet or larger in order to permit apartments above detached garages; however, tiny homes were not a part of that discussion. He explained that generally, a detached single-family dwelling is a house and staff will amend the verbiage in the chapter to clarify the definition of an accessory apartment.

Commissioner Pengra expressed concern regarding adopting standards that increase the burden of staff and advocating determining if the City has adequate resources to devote to enforcement prior to implementing standard requirements. He supported permitting detached mobile units on half-acre or larger lots if the allowance is amenable to the City Council. He did not support requiring a homeowners' association (HOA) compliance letter. He prefers for the City to not be involved and allow the HOA to address issues directly with the homeowner. He advocated for tiny homes to have the same standards as other detached rental properties as they serve a similar purpose.

Commissioner Wood stated detached rental structures and placement have a greater impact on the residents and property than home additions.

Commissioner Pengra concurred that detached structures have increased impact and require a variance in standard criteria; however, he believes that all accessory apartments should have the same application and enforcement standards. He expressed concern that once an accessory apartment is approved, opportunities for issues arise that are difficult to resolve. He said although he recognized that permitting these options could prove problematic for the City, and that due to high housing costs in the State, there is an economic need for a large portion of the population for affordable housing options.

Commissioner Wood requested for the item to return to a future work session.

1.B. DISCUSSION ITEM – Proposed Code Amendment to Remove "Tier" and "Base/Bonus Density" Language

Mr. Kane presented the item and explained that the amendment includes the removal or amendment of all sections of Municipal Code with verbiage referencing "tier" and "bonus/base" density.

Commissioner Wood requested for an amendment to Section 17.10.030 Definitions to the verbiage "Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a hotel/motel," because it is outdated as it excludes short-term rental property practices and due to the transit room tax recently approved by the City Council.

Commissioner Wright suggested adding the verbiage "open space requirements should be met as required in Table 17.25.040" to EMMC 16.35.105 to provide the reference for the specific zones and the associated requirements for improved open space.

Discussion ensued regarding the verbiage addition recommendation and staff was directed to amend the section as recommended by Commissioner Wright.

Commissioner Everett requested clarification regarding EMMC 16.35.100(a) "sidewalks, curbs, and gutters may not be required in an agricultural, RA1, RA2, RD1, RD2, or FR zone developments," and recommended requiring sidewalks, curbs, and gutters in the FR zone developments.

Discussion ensued regarding desired sidewalk, curb, and gutter requirements for rural areas, associated safety concerns, and the option to only require sidewalks, curbs, and gutters along one side of the road or to require improved trails along roadways in rural areas in lieu of sidewalks to facilitate safe pedestrian and equestrian travel.

1.C. DISCUSSION ITEM – Lot Size Transitioning (EMMC 17.60.150)

Mr. Kane explained the City Council discussed the proposed code amendments to EMMC 17.60 during the previous City Council meeting and approved the amendment excluding Section 17.60.150 and requested for the Planning Commission to reexamine the lot size transition table.

Commissioner Wood stated the original lot size transition table was created to implement the tier system to prevent small Tier I lots from being developed adjacent to Tier II lots. As tier language is being removed from Municipal Code, the standards are now outdated. He recommended removing the lot size transition table from the standards and using the compatible residential zoning district transitioning standards to regulate adjacent lot sizes.

Discussion ensued and the Planning Commission directed staff to remove the lot size transitioning table from Municipal Code standards.

Commissioner Wood adjourned the work session at 6:33 p.m.

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

Commissioner Wood called the policy session to order at 6:43 p.m.

2. Pledge of Allegiance

Ms. Kofoed led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

Commissioner Wright declared that he lives in close proximity to the La Petite Grooming location being discussed in item 6.A. and stated he will maintain objectivity in the discussion and decision for the item.

4. Approval of Meeting Minutes

4.A. September 22, 2020, Planning Commission Minutes

MOTION: *Commissioner Everett moved to approve the September 22, 2020 Planning Commission Minutes. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

5. Status Report

Mr. Kane stated during the October 06, 2020 meeting, the City Council discussed the open space and public facility zones during work session and will appear during policy session of their next meeting. Municipal Code amendments for Master Plan Developments and Agreements will return to the next work session meeting. The City Council expressed concerns regarding the Cascade Collision concept plan due to the parking area's proximity to Tickville Wash. The SilverLake Phase 28 was approved with an exemption for the new garage width standards with instruction to work with the Planning Director to provide additional guest parking and the requirement that future phases of the project will be required to have full-width garages. The Parks and Open Space Master Plan was approved. The amendment to add zoning transition was approved except for EMMC 17.60.150.

6. Action and Advisory Items

6.A. PUBLIC HEARING – La Petite Home Business (Home Business License)

Ms. Kofoed presented the item. She stated she previously was a client of La Petite Grooming Salon; however, she ended her patronage once compliance issues and complaints were reported to the City. Eagle Mountain City supports and encourages local businesses, including assisting home business through City programs. La Petite is a success story with many happy clients. The business has done well in the City, but there have been issues with them growing beyond the scope and capacity of the allowances of their home business license.

Ms. Kofoed presented the history of La Petite Grooming Salon's business license with the City.

The City issued a home business license to the Izatts for La Petite Grooming Salon in April 2015. The approval permitted a maximum of four dogs on the property at one time, no more than 12 clients per hour with a maximum of 24 per day, and two on-premise employees.

The City received the first anonymous complaint in August 2016 regarding the general condition of the property, the smell, and the number of animals on the property and in the salon. An inspection of the property found the business to be in compliance with the conditions of the home business approval and the case was closed.

Later, in December 2018, the City received the first initial complaint from a neighbor that lives adjacent to the Izatt's property. The complaint indicated that La Petite was illegally boarding dogs and that they had not obtained a building permit for the building they were using for grooming. The complaint also stated that there was continuous dog barking, that employees were not observing traffic rules, and that 80 to 100 cars were driving to and from the business on a daily basis. The City followed up on the complaint and observed that there were 13 dogs on the premises and that the grooming salon had been built without the required building permit. The City addressed the issues with the owners and advised them to bring the business into compliance and get the necessary building permit.

Later communication from the adjacent property owner indicated that things had improved, but there were still several concerns regarding the number of dogs on the property and the disposal of waste from the business. According to Mike Izatt, all of the waste generated by the business was removed regularly from the property.

In January 2019, the Izatts communicated that their business had grown, and they were interested in acquiring a conditional use permit to allow them to offer overnight boarding. They were also interested in getting approval for having more than four dogs on the property at one time. With the expansion of their business, they proposed adding a soundproof barrier around the rear and side exterior of the building and moving parking for family and staff to the rear of the building.

The application for a conditional use was placed on hold as the City was in the process of doing some Municipal Code amendments for pet sitting that would not require a conditional use permit. Once the revised standards were adopted, an application for a pet sitting permit was submitted, but it too was placed on hold as staff continued to work with the business owners to remedy the building permit issues. According to inspection reports obtained from the Building Department, the building has not passed final inspection as there were a few minor items that need to be completed; however, all major issues have been completed.

A site visit to the salon in October 2019 determined that wastewater from floor drains, dog washing stations, and sinks from the facility was being improperly discharged into the wash. The Utah County Health Department inspected the property and a notice of violation was issued by the Utah County Attorney's Office. The City received notification from the County that the Health Department signed off on the septic system improvements on July 30, 2020.

Since the City supports local business and is interested in promoting economic development, the initial consensus between staff and the administration was that the City works to find a resolution to keep La Petite operating, while maintaining and protecting the residential characteristics of the community.

Unfortunately, further interactions, complaints, and inspections of the facility showed that the business was continually operating outside of what was approved and is conducive to the residential neighborhood. Staff met with the Izatts on several occasions and expressed concerns regarding the capacity at which the business was operating. The main complaint was the noise, and the Izatts were informed that if that issue was not resolved, it would jeopardize the home business license. The sound barrier that Mr. Izatt proposed to build, to mitigate the noise, was never constructed to the specifications or standards he suggested.

Staff recommended that the business operate within the parameters of the Code or that given the success of the business and how much it had grown, the business should be moved to a commercial location. The owners stated that relocating the business to a commercial site was not an option as they couldn't absorb that cost.

The business license was due for renewal in April 2020, and the applicant failed to file a timely business license renewal application. The City sent notifications in April and August that the license had expired. As the City had not been contacted by the Izatts for business license renewal, the Sheriff's Office issued a cease and desist order on September 1, 2020. On September 8, 2020, La Petite applied for a business license for dog grooming, 12 to 24 dogs a day, not more than two at a time, and three total employees, including the owner. Due to the nuisance component, on September 17, 2020, the City notified La Petite that the license application had been referred to the Planning Commission and no valid business license exists.

Ms. Kofoed stated residents of Cedar Pass Ranch informed the City that La Petite has continued to operate the business after the cease and desist order had been issued. The City advised the Izatts that a continuation of business operation was in violation of the order.

The City does not have documentation of the number of vehicles frequenting the business; however, during visits to the site, Ms. Kofoed and Code Enforcement noted that La Petite was providing dog daycare and boarding, which are not permitted, in addition to grooming, and several site visits revealed that 30 to 50 dogs were on the premises. Determining the number of clients per hour is difficult to calculate due to the three- to four-hour timeframe to groom a dog, in addition to dogs on the premise awaiting pickup after grooming.

Regarding the number of employees, Ms. Kofoed explained that Municipal Code permits staff to approve additional employees, and City Administration determined to allow two employees, rather than force La Petite to terminate employees.

Ms. Kofoed stated that La Petite is well recognized and supported in the community and should be commended for the success of the business they have built and the service they provide to the residents. However, with the escalated complaints of noise and increased traffic to the neighborhood, it is apparent that the current operation is not secondary to the to the primary

residential use of the property, as required by Eagle Mountain Municipal Code, Section 17.65, and is adversely impacting surrounding residents.

Commissioner Wood opened the public hearing at 7:12 p.m.

Mark Lindsay with the Cedar Pass Ranch Homeowners Association Board explained the Board is involved as a representative of the Cedar Pass Ranch residents due to the number of complaints and concerns. He said they have a petition of complaints from seven individuals representing five families regarding La Petite. They provided a letter with documentation of the complaints and verifiable support materials to the City. He reviewed compliance issues including Utah County Sheriff's Office citations, the failed building inspections, violation warnings issued by the City's Code Enforcement, and the wastewater disposal violation issued by the Utah County Attorney. Dog barking preventing sleep is a real problem and the HOA is usually able to resolve issues but has been unable to in this case. Some residents began assisting the Izatts in constructing a sound barrier; however, the project was not completed.

Jamie Lynn Mascherino, resident of Ruby Valley, stated she has had a professional and personal relationship with the Izzats for four years. She has seen the Izzats make multiple changes to their business to limit noise. They bring in the dogs inside when they bark, and the dogs are kenneled at 6:30 p.m. inside a building with soundproofing. She has heard dogs barking from surrounding properties when visiting the Izatts. Additionally, she has been on the property when a Sheriff and external agencies arrived to address noise complaints and there was no barking on the property. She believes it is unfortunate that there has been a breakdown of relationships with adjacent property owners and that the noise complaints are not being made by the nearest neighbors. She requested the Planning Commission take into consideration the letters of support and the services the Izatts provide to the community.

Commissioner Wood read a sampling of the email public comment the City received:

To the Members of the Eagle Mountain Planning Commission:

We have received notice of a public hearing to consider an application for business license for La Petite Grooming Salon. This letter is in response to the request for public comment and we wish it entered into the record of the hearing.

We would like to share our experience of living next to the business in question as we live immediately adjacent to the Izatt's on the east side and have been their neighbors since they moved to the Cedar Pass Ranch neighborhood in Eagle Mountain several years ago.

In case you are unfamiliar with the location and setting, the Izatt's home sits in the center of their approximately 5.25 acre lot with their business located in an outbuilding that lies at the back of the lot towards the east side of the property (the side adjoining our property). The land immediately behind our properties (and all those located on our street) is owned by Eagle Mountain city and has been set aside as open space and, if we remember correctly, dedicated to wildlife preservation. Therefore, there are only five homes, each sitting on approximately 5.25 acres, within the immediate vicinity of the Izatt's home—with our home being the closest of any to the outbuilding they use for their business.

As their nearest neighbors, we have watched Mike and Emma with interest. Any new venture brings challenges, and Mike and Emma's venture has been no exception. Yet through it all, they have been ever considerate and cheerful as they have quickly addressed neighbors' complaints or concerns.

For example:

When they first moved here, the Izatt's brought in horses only to find that the existing horse corral fence was not sturdy enough nor tall enough to keep one of their horses from jumping the fence onto our property where it promptly ate a row of lilac bushes. We expressed our dismay to Emma and were pleasantly surprised to see a stronger, taller fence installed in short order.

When they first began boarding dogs, we could, at times, hear the dogs barking during the night. When a neighbor complained, the Izatt's went to a lot of work and expense to install sound barriers and to ensure that the dogs would not make noise that might disturb the neighbors.

We sleep on the west end of our house (the side facing the Izatt's property) and leave our bedroom window open at night from mid-May to late October. Michelle has insomnia and often lies awake between the hours of 1 a.m. and 4 a.m. at night. Because of this, we have often taken nighttime strolls around our property on our walking trail that straddles the fence line between our property and theirs. Knowing that the Izatt's often board dogs, we have intentionally listened for noise from the outbuilding and have heard none.

The Izatt's predecessors installed a yard light that used to shine in our bedroom window at night. The Izatt's have been very considerate about making sure that light is turned off at night.

In every instance, they have faced criticism cheerfully and have made every effort to be good neighbors.

In addition, Mike and Emma have been generous with their friendship and have become a source of community pride. They have opened their little farm to neighborhood children, who know that they are welcome at any time to visit and feed the animals. Emma is famous for her dog grooming ability, and she and her dogs have participated in city parades for years. The horses of the legendary Eagle Mountain "headless horseman" and "plague doctor" reside in the Izatt's horse pasture. And Mike has rushed to our aid more than once when we have had accidents or needed help at our house.

Perhaps someone might complain that there is an increase in traffic on our road because of Mike and Emma's business. That may be true, but we have not found the increase in traffic to be a problem but have noticed that visitors to their house are much more likely to obey the traffic laws than residents on our own street do. :)

In short, Mike and Emma have been exceptionally good neighbors and we support renewal/issuance of a business license for La Petite Grooming Salon. Mike and Emma have proved themselves considerate, responsible, friendly, business owners and contributing members of the Eagle Mountain community.

Thank you for your consideration of this matter,
Shane and Michelle Jones

Dear Eagle Mountain City Council,

I am taking the time to send this letter to help Emma and Mike Izatt renew their business license for their grooming salon, La Petite Grooming Salon. Has a previous owner of a grooming salon I know that starting and the upkeep of a salon is very costly and a lot of work. Having to move your business costs more than the original start up. Emma has put her heart and soul into this shop. They moved to this piece of property so she could have her own shop and still be able to raise and proved for her

children without sending them to daycare all day. Most of the people she employs are the sole breadwinners for their families.

My question how come suddenly after they have been approved for their license for many years, are now being questioned and perhaps denied a new license. Just because a neighbor doesn't have anything better to do than complain and attempt to put them out of business. Not renewing their business license will cause their family and the families of their employees an extreme financial trouble. If the complains from this neighbor cause you to denied their license, who is he going to bully next? We all have someone like this in our own neighborhoods.

Emma is a very compassionate person. She will help any person or animal, without question, anytime. She has taught many people a trade that they can use just about anywhere. She also provides the local location for groomers to advance in their training and achieve the skills to earn their National Grooming Certificates. She has also been known for grooming many animals at the local shelters for free so they can find new homes.

Is Eagle Mountain going to be another one of the more rural areas that allows the new residents and the building companies to run the open country style of living out of the city? Allow all the fields to become a town of many homes very close together an office buildings? Let the new residents run the current residents out?

Please consider renewing their business license. Emma has a wonderful reputation in the Grooming industry. It would be terrible if they have to close shop all because of a bully.

Thank you for reading this letter. Please consider renewing their business license.

Amy Gobble

To whom it may concern.

I am writing you to express my support for the renewal of lapetite grooming salon's business license. We have been patronizing this business for the last three years. Everytime we visit this business we are impressed by the facility and how happy the animals are.

Our kids love petting the pig that sleeps out front. Our dogs love this business. They are happy to go to be groomed with says alot because of how skittish they are. The quality of the grooming is always great. When we pick up or dogs they are happy and playing with other dogs.

I understand that one neighbor seems to have an issue with the business for some reason but give the size of their property and the distance between neighbors I find it hard to believe that anything the grooming business is doing could possibly impact them in any real negative way. It is not easy to have a small business let alone successful one that provides some of the best animal service I have seen. It is hard enough to find quality groomers for our dogs, let alone quality groomers that are close. I would encourage you to renew lapetite grooming salon's business license and allow them to continue serving the people and animals of the area.

Caleb Buswell

Hi, I personally take my dog to la petite every week for my little dog to be either bathed or groomed. I love that they are close and I love supporting local business. Not only are they super awesome with my dog but they are super friendly and nice. Please consider renewing their license.

Thanks for your time.
Emily Blohm

To whom it may concern,

I am a resident of Eagle Mountain and a business owner my self. I have 2 dogs, and use La Petite Grooming Services a lot, and we love them. They do great work, and have helps us out a lot. This business is essential to EM. I can not believe EM City allow a legitimate business to continually be harassed by someone who is clearly trying to destroy this business and this families lively hood... They have had to fight this person in court serval times and have won every time!! This should clear cut and dry case. There should be no reason to not renew their business license. EM City should step up and help this family business, and put a stop to this person harassing them. EM City should do everything they can to put provisions in place to protect this family and their business. If EM City doesn't renew their business license you are sending a clear message to all business owners, that you don't care about small local businesses. EM City will just standby and allow business to be harassed and not protected. EM City will simply allow businesses to be forced out and or ultimately close their doors. EM City needs to do the right thing here, renew their business license and step up to protect this business and make it possible for them to stay where they are and not to relocate.

Thank you!
Garrin Mascarenas

Please let La Petite Grooming stay open in Eagle mountain! We love sending out pets here for boarding and grooming. Emma is so kind, and helpful. This is the one place we feel comfortable leaving our pets at when we go out of town.

Regards,
JaCee Greenwood

To whom it may concern, I have been taking my pet to la petite grooming for over 7 years now.... yes I have tried other places in the area as well, but they are THE BEST, reasonably priced, friendly people around. I have never noticed or had any issues with too much traffic, noise, or rude unruly behavior. They are nothing but kind, respectful, and caring of their clients. They have followed rules and regulations required during the pandemic, which I very much appreciate. They are a hard working company who cares about their community, clients, and the quality of their work. I would be VERY disappointed if they were to be shut down and I know ALOT of my neighbors feel the same way. Please allow them to stay open and serve our community here in Eagle Mountain. I appreciate your time and consideration.

Sincerely,
Lacey Horne

Dear Eagle Mountain,

Please have a heart and continue issuing Le Petite their business license. We have used this salon for years to groom our dog. It's important when taking care of our fur babies that we take them to someone we can trust, who we know will love them like family and this would be Emma Izatt and her establishment. It's concerning that you would let a bitter neighbor hurt not only her and her employees but us as clients. Please help her stay open.

Natasha Jewkes

We have used LaPetite grooming for the last several years. They have always done an excellent job with grooming our dogs. They have also done an excellent job when they have boarded our dogs. We understand there are some challenges with one of their neighbors and you are considering not renewing their business license. Our family would ask you to renew their business license so that they can stay local. Please don't let problems with one neighbor cause them to move out of our wonderful city.

Thank you,
Parry and Nancy Sloan

To Whom It May Concern: I am writing based on a local business, La Petite. I have recently been made aware that they are being denied a business license because of a neighboring individual who is choosing to complain about the noise their animals generate. I beg of the city to please not let him win. The owner of this company and her family have done nothing but serve this community. How one individual holds so much gloat is beyond me but please do not force them out of this community over one persons opinion.

Rachelle Upwall

La petite grooming has been such an amazing addition to our community. I really enjoy having a groomer so close by (they are just a few houses down). They always treat our pets well while they are there & the employees are amazing at what they do.

Mike & Emma do more for the community than just grooming. They allow another neighbor to ride their horses & let her dress up in different costumes. Our community absolutely loves being able to see her riding around.

I would hate to see them have to move their business elsewhere because 1 person doesn't like them. He seems to have made it his personal mission to have them removed.

La petite grooming, Mike & Emma, have been amazing. Keep amazing, small businesses in Eagle Mountain!

Tabitha Moyes

To Whom it Concerns,

I am requesting this letter to be read in the public comments about my concern with La Petite Grooming and Izatt's residence.

I have lived in the Cedar Pass Ranch neighborhood for about 15 years now. I live on Cedar Drive, with one residence between the Izatt residence and our residence. As much as it hurts my heart to speak ill of one of my neighbors, I will do it today.

My concerns involve the high traffic on Cedar Drive, the noise level coming from the Izatt residence. The noise is coming from barking dogs, day and night. The number of times I've seen the sheriff's department and many police cars at their residence, the late-night screaming (while walking down the street in the middle of the night), and a very grievous action I witnessed personally. Lies read on social media. I will bullet my points below.

- My husband and I walk on Cedar Drive almost every morning. We see no less than 5 cars coming and going to the Izatt residence with dogs in their car. We have not counted the number of cars per day; however, with as many as we see coming and going on our morning walk, we can imagine how many cars come and go throughout the day. This is a concern because we do not have sidewalks in our neighborhood, and our children walk and ride their bikes on Cedar Drive. Those cars do not follow the speed limit, and this is a safety issue.
- The noise level has been a concern for a while. I wish I would have complained earlier, and each time I had an issue. Frankly, I didn't know how to bring up the concern or with whom. The extreme barking, day and night, has been ongoing for years. The noise level is not coming from one dog. The barking is coming from several dogs at once, at all hours of the day. We can't open our window because the level of noise is such a nuisance. Thankfully, the dog barking has subsided.
- I have seen police cars at the Izatt residence several times. I know there are issues at that home. My concern is that those issues (whatever they may be) will be detrimental to our neighborhood.
- One afternoon this summer, we worked in our yard and watched as Mike drove his lawnmower or tractor around and around and created a huge dust storm that resulted in the neighbor between our two homes (Izatt's home and our home) ending a family party. It was a shower of some sort—the other neighbor holding the shower called the sheriff's department. We were witnesses to this grievous act, and I cannot believe that someone would be that unneighborly.
- One summer night, we woke up by screaming from Izatt's walking down the street yelling at someone (not sure who) about not sure what. It was so loud that after I woke up, I looked outside my window to see Emma screening "We loved your son like he was our own" and other things I didn't understand. Mike was with her yelling other things.
- The day after the yelling, we had the sheriff at our house asking to look around for a dog that the Izatt's claimed our other neighbor had taken and hidden. We had the dog owners in our yard as well, looking for this "stolen" dog. I emailed Emma about the issue and that I was very disappointed at being involved in this drama. I told her that I didn't believe our neighbor or 15 years would "steal" someone's dog, and I didn't appreciate the sheriff's department coming to my house looking for a hidden dog.
- I read comments on the City's Facebook Page, where Emma was pleading with the public to save her business. As much as I understand not wanting your business to be affected by her actions, I don't think she should tell lies about the business and the neighborhood. She is claiming that the complaints are unfounded and basically that she is being picked on. BELIEVE ME, the complaints are founded and are VALID.
- I DO NOT think that anyone comments that do not live in the neighborhood should be considered. The issue is not about if Izatt's groom dogs well, treat dogs, etc. The issue is that the business is a nuisance to the neighborhood and the number of cars coming in and out of our neighborhood is dangerous. That is why I believe that if there are comments from outside of the neighborhood, they should not be considered valid points.

This is not an easy email to send. I do not wish ill of the Izatts. I wish them well IF they will follow the rules put in place for their business. IF they are not a nuisance by very loud barking dogs, day and night, AND IF traffic will not be as much as it has been.

HOWEVER, I don't think they are capable of following the rules. They have broken many rules over the course of the years they've lived here. I DO NOT believe they will follow any now.

Heather Ray Swanger, Director

To: Eagle Mountain City Planning Commission

Re: La Petite Grooming Business License

The La Petite Grooming Salon and its owners have been anything but good neighbors to the Cedar Pass community. Their business currently is operating illegally under the city's cease and desist order. This alone should be grounds to not reinstate their license.

This business brings in much more than 12 clients per hour and 24 per day. Many neighbors have complained about the increased traffic on Cedar Drive all hours of the day as a result of their high volume of clientele. We have had fences broken from their clients running into them, clients running the stop sign and clients that refuse to obey the posted speed limits. Our Neighborhood is filled with children, seniors and equestrians who enjoy walking on these streets. This poses a significant danger to all.

The noise from this business does not comply with Eagle Mountain Municipal Code 8.15. I do understand that one of her neighbors to the east Mr. and Mrs. Bridges do not hear the noise from the dogs and this may very well be, however every neighbor to the west has complained about the noise. This neighbor is the only home that is lucky enough to be positioned in a direct blockage from the noise because of the location of their home in proximity to the business. By the numerous citations issued by the Utah County Sheriff's Office you can see that the noise is an issue.

Section B of Municipal Code 17.65.060 states: "EMPLOYEES, Home businesses shall have no more than one on-premises employee who is not a member of the resident family or household." On Friday October 2nd Emma Izatt posted on one of her social media accounts that her business supports 2 other families other than her own. That would mean there is more than one employee.

I'm sure that yourselves, the City Council and the City Recorder have been inundated with calls, emails and letters in support for this business. However, I would ask you this question, how many of those in support live with-in 300 yards or even on the same street as the Izatts. Our lives and our way of life have been negatively impacted due to this business. Supporters living in City Center, Lone Tree or even the north end of Cedar Pass have no idea what living around a full-time dog grooming and boarding company is like.

On September 1st, 2020 the City Council passed ordinance 17.75.061 this has made it illegal to overnight board animals with-in Eagle Mountain City limits. La Petite has continued this practice. They have absolutely no respect for any city codes, county laws or HOA regulations. They walk around with an "above the law" mentality.

The week of November 13th, 2019 Mike Izatt dug a wastewater line from their dog business to the West Canyon Wash. The dumping of the wastewater was reported to the county health department and they came out and obtained soil samples and then requested they remove this line. Not only was this done without a building permit, but dumping that wastewater was against the Federal Clean Water Act. This business has no regard for the environment and are only interested in their own profit.

City Code 6.05.130 Public nuisance line #6: Barks, whines, or howls, or makes other disturbing noises in excessive, continuous, or untimely fashion. The La Petite Grooming Salon has been and currently are in violation of this code every day. Whether it be Christmas day, the Fourth of July or any random Wednesday. It is imperative that this nuisance operation be brought to a stop.

The Cedar Pass Ranch HOA has done its part by sending them notification of their noncompliance, which they have refused to address. Consequently, the HOA has now begun the fine process. The City Recorder has done their part by not renewing this conditional business license. I would ask that this Planning Commission now do their part and permanently revoke their license to do business with-in the city of Eagle Mountain and enforce it.

Respectfully
Jason D Heidel

Eagle Mountain City Planning Commission,

I request that the Eagle Mountain City Planning Commission not allow La Petite Grooming to renew their business license. I'm sure you will receive many emails and letters on their behalf, however, please note that these will come from residents that are not their neighbors and are not negatively impacted and affected by this operation.

I request this business be closed for the following reasons:

I, Larry Christensen and family are the next-door neighbors to this nuisance business that has been allowed to operate over the last two years without being in compliance with many Eagle Mountain City codes, Utah County Codes and HOA rules. We have sent many complaints to Eagle Mountain City code enforcement and many others with Eagle Mountain City government from the Mayor on down. I feel that my complaints have been for the most part completely ignored and discarded. The Utah County Sheriff Office and the Utah County Health Department have issued many citations to this business and I've provided documents proving that. The Izzats and La Petite have been found guilty of many of these charges and I've provided court documents to show this.

Eagle Mountain City issued a cease and desist order for La Petite and the Izzats sometime around the month of September 2020. The Izzats and La Petite continue to operate the business as they always have, every day including weekends completely ignoring the City's cease and desist order. In my opinion this in and of itself proves they have no respect for our Eagle Mountain City officials, local law enforcement, our Community HOA or Federal laws. I've attached security camera footage from Sunday 9/27/20 showing them conducting business despite the cities cease and desist order, the dog barking in these clips may not be that bad now but give them another week and it will be tremendously bad dog barking again. I've listed a few of the codes, laws and ordinances I believe that they are currently violating.

City Code Violations

- 1 ☐ Operating in a building built with no building permit. (Addition)
- 2 ☐ Operating in a pole barn that was built to shelter farm animals (not for employee's, citizens and their K-9 companions)
- 3 ☐ Operating with too many employees for a home-based Business.
- 4 ☐ More than the allowed number of dogs on the property the code is 8 dogs including the owner's personal dogs (50 plus dogs are on the property every day) This is not right in any Residential neighborhood anywhere. This size of business belongs in a Commercially zoned property.
- 5 ☐ Too many vehicles fifty plus dogs a day times two dropping off then picking up. over 100 cars a day on our street.
- 6 ☐ Overnight boarding. Weekend and Holidays are the worst.
- 7 ☐ With over fifty dogs a day the fecal matter was being dumped a poured around the building. This was in an email sent by me to all City officials that was ignored for more than a year. The Izzats then installed a pipe and started dumping wastewater into the west canyon wash, UCHD was notified and citation where issued by the UCHD.
- 8 ☐ Dogs loose and at large. On 7/4/2020 I was awoken by Deputy Jim Bingham at 1:30 am on 7/5/2020 asking if I had stolen a small dog from the Izzats. The next day the owner of the dog and her brother came to our house wanting the dog back. The Izzats told the owners of the dog we stole it, my wife and I are great-grand parents, great-grand parents do not spend a lot of time stealing dogs. We actually let the owner search our home and property. The dog was loose because of the neglect, abuse and torcher by the Izzats. The small dog owners said it weighs 4 pounds, the dog was terrified by all the fireworks that where being set off. For hours the poor dog was crying, barking and wining this was very sad and hard for me to hear as I let the owner listen to what was recorded on my security cameras. This obviously made her cry, the dog was in the wash on my property for three to four hours, the Izzats could hear it and refused to rescue it. I

heard it all on my security cameras the next day. The poor dog was missing for two days before it was found. There is an email attached below sent to me from the owner of the dog.
9 ☐ Please see word document attach for other violations.

I have contacted ASPCA asking for help on this matter, not only with La Petite dog grooming but for help with Eagle Mountain City allowing this business to operate out of City code compliance. The ASPCA will not get involved saying it's a local matter that the City should take care of. They have given me other recommendations if for some reason the petition for closure fails to fix this problem.

Larry R. Christensen

Record of all public comments regarding this item is attached.

Commissioner Wood stated that the Planning Commission received and read all the public comments received for the item.

Ms. Kofoed stated that an email comment from Jeff Ruth expressed concern regarding lot size transitioning. Kent and Debra Bridges that live across the street indicated that they do not hear dog barking associated with the property. She said that comments received via phone will also be included in the record.

Commissioner Wood closed the public hearing at 7:52 p.m.

Applicant Michael Izzat stated he and Emma Izzat have owned La Petite for ten years, operating mostly in Eagle Mountain, and the business was previously located at a different address within the City. They moved to Eagle Mountain because the City is pro-small business. He stated that they considered properties in Cedar Pass Ranch for three years before purchasing a 5.25-acre property that met their specific needs. Before the purchase, they discussed the potential issues resulting from the business with the Cedar Pass Ranch HOA Board and management company and received approval. The structure and operation of the business has not changed since the initial contact with the HOA. They only received one of three pages of the complaints from the HOA in July 2020, and he made eight unsuccessful attempts to contact the HOA representative indicated to resolve issues.

Mr. Izzat explained when they moved in, the original building did not fit their needs. He reviewed Municipal Code and as was unable to locate standards regarding improvements to an outbuilding, he assumed improvements were allowed without a building permit. After he added a 30-foot by 40-foot addition, they received notification that the building required a permit. In September 2019, a final inspection resulted in two minor cosmetic issues and a problem due to the slope and drainage of the land. They addressed the issues. Mr. Izatt recalled that Building Inspector Dustin Blackburn said two trim pieces were missing from the building and the building did not require an additional inspection to verify the installation of the missing trim. They believed the building had been approved and the City would reinspect the building if desired. The required repairs were completed in September 2019.

Mr. Izzat said they met with their neighbors to attempt to resolve noise and traffic concerns. He said according to State Code, noise nuisance is sound in excess of 50 decibels to the property line.

He has taken readings and the barking registered at a 30 to 40-decibel average. He stated he has soundproofed the salon building to dampen the noise and the dogs are brought inside the building at 6:30 p.m. The majority of dog barking in the area is from dogs on other properties unassociated with their business.

Mr. Izzat said they have boarded the dogs of one of the complainants prior to and after the neighbor moved to Cedar Pass Ranch, and the neighbor was aware of the business when purchasing their home. He said noise reduction is a major concern for them, especially as they are also impacted by sound levels on their property. He said other home businesses in Cedar Pass Ranch generate more traffic than La Petite. It is unfair to hold them accountable for their clientele's traffic violations.

Mr. Izatt said that the nine visits from the UCSO have resulted in zero court appearance losses. Most of the cases have been dismissed due to insubstantial evidence, and they have not had to pay a fine related to any of the citations.

He explained that they regiment the timing of drop off and pick up by their customers. The overlap in the number of the dogs on the property is caused by dogs being groomed and awaiting pickup, as well as dogs dropped off prior to appointments. Drop off times are staggered to reduce traffic impact. The dogs not being groomed are housed in individual suites in a soundproofed room. Six months ago, they discontinued their dog daycare service which had been in operation since they opened this has drastically reduced the number of dogs on the property and resulted in financial losses for the business. The majority of the dogs on the property each day were at the business for daycare or grooming services, not overnight boarding.

He stated they have done just about everything requested by the City. He had been working with Planner Tayer Jensen and was told the application for pet sitting would be put on hold until the Municipal Code standards were updated. He then was told by former City Administrator Ifo Pili that the application was on hold until the building permit issue was resolved. He believed that they had complied with the building standard requirements in September 2019, and the boarding application had moved forward as a result. Two weeks ago, they began discussing relocating the salon in the spring and are in negotiation for properties outside of the City. He intends to move his family and business out of the City but needs to be able to operate until they can relocate.

Ms. Kofoed stated her recollection is that the conditional use permit application for dog boarding was submitted prior to the adoption of updated Municipal Code amendments for pet sitting, but the application was put on hold due to the lack of a building permit and the wastewater violations. As all issues have not been remedied and the business license expired in April of this year, the City is unable to approve the pet sitting license.

Commissioner Wood stated Municipal Code defines noise nuisance regarding animals as "barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion" not due to decibel level.

Mr. Izzat said their residence generates almost no noise after 6:00 p.m., as only their own three dogs are allowed outside of the salon building, other than clients' dogs using the bathroom area.

His employees are instructed to remove the dogs immediately if they bark while in the bathroom area. He reiterated that they believe they are blamed for barking dogs on other properties.

Commissioner Wood explained that the renewal is coming before the Planning Commission due to the nuisance complaints, and the building and wastewater concerns appear to have been resolved. He said that the grooming business license permits four dogs. An increase in the number of dogs due to client overlap is not permitted in residential locations with home-based businesses. He clarified that the standards being discussed are specific to businesses located in residential areas and differ from businesses located on properties with commercial zoning. The noise nuisance complaints are the biggest issue and even if the barking dogs are moved inside the building, the noise is still a problem for some neighbors.

Commissioner Everett asked the applicants if they have been in operation since the cease and desist order was issued, and if they were aware of the separate applications for grooming and boarding.

Mr. Izzat stated the grooming business continued operations after receipt of the cease and desist order, as the salon is their only income source. The boarding service is currently only offered on an emergency basis. They have suffered a \$40,000 loss in income due to the pandemic and require the additional income from boarding services to maintain their business.

Commissioner Pengra stated that the situation is unpleasant for everyone involved. The City should learn from the experience to better address similar issues in the future and issue cease and desist orders in a timelier manner. He congratulated the Izzats on the success of their business and stated that they have achieved commercial business success, which is not an appropriate level for a home-based business. He stated City staff and officials invest significant time to determine Municipal Code nuisance standards for neighboring properties. He said that regardless of infractions occurring on other properties, conflicts have resulted due to their business operations. He said that as the regulations governing a home-based business have been clear to the applicants and they have been knowingly operating outside of the scope of Municipal Code parameters, he is not in favor of approving their business license.

Commissioner Everett concurred that this is not an enjoyable situation for any of the parties involved. He stated he had read all comments received by Monday evening and although additional comments were submitted during business hours while he was at his place of employment, he committed to reading every comment that has been submitted. He stated that society is governed by rules and laws and that Municipal Code standards exist for a reason. Of the emails he read, the vast majority were in support of La Petite and spoke to the quality of the business and the owners. The City desires quality businesses and he commended the Izatts for creating a fantastic business. However, he concurred with Commissioner Pengra that the business has exceeded the size of a home business. He expressed concern that the business license expired in April 2020 and no evident efforts were made by the business to renew the license and the business continues to operate even though a cease and desist order has been issued. Neither home-based nor commercial businesses are permitted to operate in the City without a valid license. He empathized with the Izatts' need to run the business to provide for their family until they can relocate the business. He suggested the possibility of issuing a temporary license to allow for the business to legally operate until La Petite can move to a new location. He expressed his hope that the business would be able

to remain in the City and operate within Municipal Code parameters, but based upon the applicants' comments, he recognized that may not be feasible.

Commissioner Wright concurred with the statements by the other Commissioners and expressed his desire to find a compromise. He encouraged the Izzats to find a commercial site within the City for their successful, commercial-scaled business. He said he disliked that the Planning Commission needed to evaluate denying a license to a business that is desired within the City and the community. The concerns are due to the location and scale, not the business, the success of the business, the quality of the business, nor the patrons.

Mr. Cook recommended for the Planning Commission to issue a license with specific conditions and for the license to be revoked if the conditions are not met.

Commissioner Wood stated he is known to favor strict Municipal Code adherence and enforcement; however, the business has been a benefit to the community. Although the business has outgrown their current location, he desired to provide leniency to assist them in transitioning from a home-based business to a commercial business, while still providing for their family. He said that as the business has been operating since April without a business license, he felt the business should be relocated as soon as possible rather than in the spring as indicated by the applicant. He is in favor of issuing a business license with strict criteria to move the business from the residential site to a commercial location in a short timeframe, with a relationship of cooperation and partnership between the applicants and the City. He asked if the applicant would be willing to comply with a 60- to 90-day relocation timeframe.

Mr. Izzat said he has previously discussed the possibility of relocating the business; however, neither Eagle Mountain nor Saratoga Springs have available commercial property that meets their needs. Constructing a salon will require more than 90 days. He expressed his willingness to work with the City and said he could build a salon within 90 days of purchasing property.

Commissioner Wright stated he is not in favor of renewing the business license.

Commissioner Pengra stated he is willing to entertain approving a business license with strict parameters.

Commissioner Everett said he is unsure of an appropriate timeframe condition for the business license. He requested that staff resolve the building permit issue as soon as possible. The business license should include strict requirements. He implored the Izatts to strictly comply with Municipal Code standards and the conditions of approval and asked for the members of the Cedar Pass Ranch HOA, residents, and the Izatts to work together to resolve their issues. His inclination is to renew the license through April with strict guidelines to permit the Izatts sufficient time to relocate.

MOTION: ***Commissioner Pengra moved to approve a sixty-day home business license for the La Petite Grooming Salon with the following conditions:***

- 1. No more than eight dogs are allowed on the premise at a time;***
- 2. Boarding and daycare services are prohibited;***
- 3. The building permit shall be resolved within ten business days; and***

- 4. Any violation of these requirements will result in the immediate revocation of the business license.***

Commissioner Wood requested that Commissioner Pengra amend his motion from a sixty to a ninety-day business license to allow the Izatts until after the holidays to relocate their business.

AMENDED MOTION: *Commissioner Pengra moved to approve a ninety-day home business license for the La Petite Grooming Salon with the following conditions:*

- 1. No more than eight dogs are allowed on the premise at a time;***
- 2. Boarding and daycare services are prohibited;***
- 3. The building permit shall be resolved within ten business days; and***
- 4. Any violation of these requirements will result in the immediate revocation of the business license.***

Commissioner Wood seconded the motion.

Commissioner Pengra stated he finds the things that have happened to be distasteful but said he was empathetic to the Izatts position. He explained he increased the number of dogs from four to eight because the Izatts have been running a commercial-scale business and an eight-dog limit is likely a reduction in the number of animals generally present on the property. He hopes this will help address some of the concerns of the residents while allowing the Izatts sufficient patronage to maintain their livelihood. He requested for the residents of Cedar Pass Ranch to endure the issues for an additional ninety days in order to allow time for the business to relocate, even though he realizes the request is unfair to the impacted neighbors.

***Those voting aye: Matthew Everett, Rich Wood, and Christopher Pengra.
Those voting nay: Brett Wright. The motion carried with a vote of 3:1.***

Commissioner Wright clarified that his dissent was due to the increase in the number of dogs permitted on the property at one time from four to eight.

Commissioner Wood directed the applicants to bring their business into compliance with Municipal Code requirements for a home-based business or to relocate to a commercially zoned area and that at the end of the ninety days, penalties more strenuous than a cease and dissent will be enforced.

Mr. Izatt inquired what action he should take if they are still in the process of relocating the business at the end of the ninety-day timeframe. Commissioner Wood stated Mr. Izatt would need to speak with staff regarding enforcement, as it is outside of the purview of the Planning Commission and the terms of the motion are subject to the designated deadline.

6.B. Overland Village 2 (Village Concept Plan)

Mr. Mumford presented the item. The Planning Commission reviewed the concept plan on April 14, 2020, and April 28, 2020, and made recommendations with conditions. The previous version did not go before the City Council. The latest proposal includes the Village 2 master plan and the trails and open space plan. The Overland Master Development Plan designates Village 2 with the

minimum unit count of 540 units/lots and a maximum unit count of 743. Village 2 concept plan contains 692 lots/units consisting of 32 percent townhomes, 5.5 percent active adult units, 21 percent small lots, 29 medium lots, 13 percent large lots, and a ten-acre elementary school site already purchased by Alpine School District.

The plan contains a three-acre park and smaller park areas scattered through the development and a 1.51-acre undefined “private amenity” area. The trails plan should be modified to make sure the red line indicating trails includes a 12-foot concrete trail along roadways. The north-south road in the middle of the development has been widened from the original proposal and should include at least 35 feet of asphalt, and/or parking restrictions. Direct driveway access should be limited as much as possible. Potential traffic issues may arise at the intersection of Pony Express Parkway and the school road. Several private road accesses and/or public intersections appear to be too close to each other or not to be aligned. Road spacing and alignment should be resolved with the preliminary plat.

The Village 2 concept plan, or the plan along with recommendations/changes, should be given a recommendation of approval if it complies with the Overland master development plan (MDP) and master development agreement (MDA). Staff recommends the following conditions:

1. The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;
2. Applicant shall improve access to the Alpine School District’s future elementary school site off Pony Express Parkway by adding a deceleration/turn lane;
3. Applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road; and
4. Accesses/intersections shall be adjusted to be aligned or separated sufficiently according to the City’s standards.

Commissioner Wood expressed concern regarding townhome alleys that acted as connections between two roads and suggested having one end of the townhome alleyways to be a dead-end or designated as one-way roads to prevent the alleyways from being used as through street connections from the collector road to the neighborhood roads north and south of the City Park. He expressed concern about placing townhomes next to the high traffic area due to drop off and pick up of students at the elementary school and stated a road configuration similar to Silver Lake Elementary is preferable.

Mr. Mumford clarified that the MDA requires a concept plan review and a recommendation of approval by the Planning Commission to the City Council. He said a connectivity score for the project will be calculated in conjunction with the preliminary plat; however, he expressed concern regarding the suggestion to dead-end the roads along the townhomes due to reduced connectivity.

Discussion ensued regarding traffic concerns and options for connectivity within the development.

Applicant Representative Bryon Prince with Ivory Homes explained this concept plan incorporates feedback received from the Planning Commission during the previous meetings. The plan

envisioned their intended design which provides a mixture and diversity of product type; utilization of this community planning principle has proven to produce a better community, provide higher home values over time, and permit residents to relocate within the neighborhood as their housing needs change. The HOA will own and maintain all the improved and natural open space. The City park will be dedicated to and maintained by the City. The trail system design provides connectivity from the trails along Pony Express Parkway to the City park, Wride Memorial Park, and throughout the development creating an open space corridor with homes with rear-loading garages fronting on the trail system. Smaller, private trails connect to the 12-foot asphalt trails and to other open space areas and the elementary school. He explained the masonry wall along the southwest and east side of the village does not extend to the northeast corner of the project to maintain an open, rural feel for the large lots in that portion of the project and to prevent an unappealing street-perspective visual from Pony Express Parkway that would be created with a masonry wall against the trail system and close to the Overland monument sign. The townhomes have rear-loading garages and front along open spaces. He stated the connectivity and engineering concerns will be addressed during the preliminary plat phase of the project in order to comply with City standards, and they will work with Alpine School District to address traffic concerns related to the elementary school. He is working with staff to determine desired, unique amenities for the parks throughout the Overland project. The private amenity for the active adult community will be owned and maintained by the HOA and determined by resident input from current active adult community projects.

Commissioner Wood recommended extending the masonry wall along the northeast corner of the development for continuity due to the likelihood of residents installing a different fencing type and recommended for a raised crosswalk speed reduction device to be installed across the north-south collector road connecting the City park and the townhome open space. He said that this concept plan offers a greatly improved product and represents what the City is looking for regarding layout and product mixture. He suggested traffic configurations to prevent funneling traffic from the townhomes in the southwest of the project and the elementary school onto a single roadway.

Mr. Prince explained they decided to prepare a concept plan that accurately represents the development they envision rather than a maximum-density concept plan as requested by a Councilmember, as they felt the maximum-density concept plan was disingenuous. He said they care about their relationship with the City. He noted the impacts of the pandemic on the development and expressed pride in the almost completed Overland pool and clubhouse. Village 1 contains the same products offered in Village 2, except for the rear-loading cottages and townhomes.

Commissioner Everett stated his dissenting vote against the previously-presented concept plan was due to the applicant's admission that the plan did not represent the envisioned plan for the development; however, he did not feel that the applicant nor Ivory Homes was being disingenuous as he understood the reasoning for offering a maximum density concept plan. He thanked the applicant for offering a rear-loading product that adheres to Municipal Code standards that provides a community feel in a higher density area and for dispersing the product types and providing trail connectivity throughout the development. He concurred with Commissioner Wood's request for the applicant to work with the Alpine School District to mitigate the negative

traffic impact on residents. He expressed his appreciation for the applicant's efforts for the quality product offered in Overland Village 1.

Mr. Prince noted they are providing multiple, safe pedestrian routes to the elementary school site.

Commissioner Wright concurred with the other Commissioners and stated his approval of the location of the open space and the connectivity it creates, the dispersal and arrangement of the product types, and the park location.

Commissioner Pengra echoed the thoughts of the other Commissioners and expressed his appreciation of the product offered in the Overland development and concurred with the safety concerns regarding the trail connection across the north-south collector road.

MOTION: *Commissioner Wood moved to recommend approval to the City Council of the Overland Village 2 concept plan with the following conditions:*

- 1. The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;*
- 2. The applicant shall improve access to the Alpine School District's future elementary school site off Pony Express Parkway by adding a deceleration/turn lane;*
- 3. The applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road;*
- 4. Accesses/intersections shall be adjusted to be aligned or separated sufficiently according to the City's standards.*
- 5. The applicant shall include a raised crosswalk where the trail crosses the north-south collector road in the middle of the project.*
- 6. The applicant shall work with Alpine School District to utilize all of the streets surrounding the proposed elementary school for student drop off and pick up routes to mitigate traffic congestion and unsafe conditions; and*
- 7. The applicant shall continue the collector road fencing along the two lots on the northeast corner of the project close to the Overland monument sign.*

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.

6.C. PUBLIC HEARING – C Jay Properties Building (Site Plan & Rezone)

Mr. Kane presented the item. The applicant is seeking to build an 8,000-square foot professional office building on 0.81 acres of undeveloped land on the south side of Campus Drive. The property backs up to a golf course and the plans include screening along the back property line. The

property is a part of The Ranches and is identified for commercial use through the MDP and MDA. The agreement has since expired and vested rights no longer carry. The application includes a rezone request to Commercial Community. The property is identified in the Future Land Use Map with a Community Commercial land use designation; staff has recommended a rezoning of this property to Commercial Community.

The General Plan's Future Land Use Map gives the property the Community Commercial land use designation and this use and zoning request of Commercial Community is appropriate for the designation. The proposed lighting for the building exterior and parking lot are shielded. The photometric plan demonstrates that the light does not extend beyond the property. The plans for the parking lot light fixture and pole are similar in style to the connected parking lot to the east which is a decorative/historic style. The site plan includes access to the property from Campus Drive along with parking lot access from the property to the east. Mechanical equipment must be screened or located in a way so that it is not visible from a roadway. The trash enclosure includes a six-foot, solid wall with stone veneer that matches the building and is located at the rear of the property. The plans call for netting along the property line adjacent to the golf course similar in size and style to the netting used on the adjacent commercial property to the east. The outdoor patio space at the rear of the building also included decorative stretched fabric overhead for additional protection.

The proposed building is sited at the rear of the property with the parking lot at the front. The layout does not meet the building location requirement in EMMC 17.72.030(A). The property directly to the west has its building sited at the rear of the lot with the parking lot at the front. The applicant would prefer the siting as demonstrated in the submitted plans as the location will help to improve safety of pedestrians and vehicles on the property from stray golf balls from the adjacent golf course. The building façade includes dark grey cement fiber board and light grey stone veneer at the base and entries. The primary roof is proposed with a dark asphalt shingle while the roof at the entries is proposed as a grey metal standing seam roof. The gutters, fascia, and soffit will be dark grey tone. EMMC 17.72.040 recommends that commercial buildings should be similar in style to adjacent buildings. The plans call for similar materials, but a different color palette from adjacent properties which are primarily red/brown/tan.

Mr. Kane reviewed the renderings that illustrated the applicant's concerns regarding potential building orientations including access and increased golf ball hazards to explain their request to locate the building to the south of the property.

Staff recommends that the Planning Commission make a motion to recommend approval of the applications to the City Council, for the reasons set forth in the staff report and in the meeting, with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color; and
2. Mechanical equipment shall be located or screened in a way that is not viewable from a street.

Commissioner Wood opened the public hearing at 10:08 p.m.

Dr. Bart Gardiner stated he owns the building to the west and the parking lot was left open to allow connectivity to the subject property to increase access and flow between the properties. He inquired if the proposed parking lot could be changed to connect to his existing parking lot. He preferred the building located as requested by the applicant and noted his building has been struck by golf balls resulting in broken windows and the reduced width would reduce the likelihood of window damage to the building. Only one vehicle window has been broken in the parking lot.

Commissioner Wood closed the public hearing at 10:12 p.m.

Applicant representative Darren Gillespie stated he would consider Mr. Gardiner's suggestion; however, he expressed concern that connecting the parking areas could lead to parking conflicts due to overflow parking from reception events. He expressed a willingness to make adjustments to better blend with the surrounding properties and explained that as Eagle Mountain Counseling is the main tenant, their main goal is to offer an inviting and homey aesthetic.

Commissioner Wright expressed concern that the roof design did not adhere to architectural detailing standards similar to the adjacent buildings. He stated approval of the windows and trellis archway.

Applicant representative Kurt DeHart stated they could increase the roofline articulation and detailing. He expressed concern that the red roofs and brown tones are not in harmony with current design trends but expressed his willingness to incorporate some of the existing colors for the building to be more in harmony with the surrounding buildings. He said he built Dr. Gardiner's building and recalled leaving the connection open to provide the option to connect the parking areas; however, connecting the parking areas would result in a reduction of parking stalls which may not be in the best interests of this project's parking needs. He stated he is willing to further discuss parking options.

Commissioner Wood clarified that the desire is for the buildings to have harmonious, not identical appearances with consideration to current design trends.

MOTION: *Commissioner Wright moved to recommend approval to the City Council of the C Jay Properties building rezone to Commercial Community. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, and Rich Wood, Christopher Pengra. The motion passed with a unanimous vote.*

MOTION: *Commissioner Wright moved to recommend approval to the City Council of the C Jay Properties building site plan with the following conditions:*

- 1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color;*
- 2. Mechanical equipment shall be located or screened in a way that is not viewable from a street;*
- 3. That the applicant shall work with staff to address the compliance with roof design, increased building articulation, and more architectural elements incorporated into the design; and*

4. The building shall be permitted to be located at the applicant's preferred location at the rear of the property.

Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.

6.D. PUBLIC HEARING – Development Code Amendment for Fencing Standards (EMMC 16.35 & 17.60)

Mr. Kane presented the item. The City's development code includes standards for fencing based on the property's type of use as well as requirements for fencing along certain roadway types. Questions have been raised as to the specifics of the standards and how to better improve the standards to ensure fencing utilized in development projects are appropriate and can stand the test of time. He suggested revising the proposed amendments in EMMC 16.35.090 to “‘Durable quality’ shall mean fencing of stone, masonry, decorative concrete, or composite material with metal internal reinforcement. Vinyl (with or without internal reinforcement) and wood fencing shall not be allowed along rear or side lot lines abutting arterial or collector roads.” Commissioner Wells recommended amending EMMC 17.60.103 to increase the chain link fence maximum height from four to six feet and to only permit chain link fencing in rear and side yards.

Commissioner Wood stated that he is not in favor of allowing composite material that may degrade over time and expressed his favor for masonry fencing for increased durability and traffic protection.

Commissioner Wood opened the public hearing at 10:32 p.m. No comments were submitted to the City Recorder's Office and no public was in attendance to make comment. As there were no comments, Commissioner Wood closed the hearing.

Commissioner Wright advocated increasing the fencing height maximum from six to eight feet in commercial areas.

The Planning Commission concurred with Commissioner Wright's recommendation.

Commissioner Everett concurred with the recommendations to permit six-foot chain link fences and to prohibit composite materials as a durable fencing option. He suggested including verbiage to require that chain link fencing shall not be visible from the street.

Commissioner Pengra stated the proposed standards would be problematic and onerous for industrial uses such as the Facebook development. The standards would also result in the City assuming ownership and maintenance responsibility for masonry fencing and advocated for allowing composite materials that could be maintained by the homeowners.

Discussion ensued regarding desired, durable fencing material and associated concerns.

Commissioner Pengra stated due to the potential impact on large-scale industrial projects, the existence of the standards, regardless of a provision for a City Council exemption, could eliminate

the City from being considered for the projects. He stated he would vote against the amendment as written but would be open to tabling the item for further discussion regarding industrial applications.

Commissioner Wright concurred he did not want to create an undesirable or problematic code.

Commissioner Everett supported tabling the item and reviewing the amendments in a future meeting.

MOTION: *Commissioner Pengra moved to table a development code amendment for Fencing Standards EMMC 16.35 and 17.60 to the next meeting directing staff to work on an accommodation for industrial fencing. Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

7. Discussion Items

8. Next scheduled meeting

9. Adjournment

MOTION: *Commissioner Wright moved to adjourn the meeting at 10:47 p.m. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

The meeting was adjourned at 10:47 p.m.

Approved by the Planning Commission on October 27, 2020.

Steve Mumford, AICP
Assistant City Administrator/Community Development Director

Number	Name	For/Against	Location
1	Bettina Cameron	Against	Eagle Mountain - Cedar Pass Ranch
2	Heather Swanger	Against	Eagle Mountain - Cedar Pass Ranch

3	Jason Heidel	Against	Eagle Mountain - Cedar Pass Ranch
4	Larry Christensen	Against	Eagle Mountain - Cedar Pass Ranch
5	Ryley Daniel	Against	Eagle Mountain - Cedar Pass Ranch
6	Shane Swanger	Against	Eagle Mountain - Cedar Pass Ranch
7	Christina Bicknell	Against	Eagle Mountain - Eagle Park
8	Lisa and Arlon Miller	Against	Eagle Mountain City - Cedar Pass Ranch
9	Brittany Goode	Against	
10	Diane Fraughton	Against	
1	Jessica Vosika	For	American Fork, Utah
2	Ashley Adams	For	Eagle Mountain
3	Debra Kwiatkowski	For	Eagle Mountain
4	James Bailey	For	Eagle Mountain
5	Jeff Wyler	For	Eagle Mountain
6	Jill Wayman	For	Eagle Mountain
7	Jodi Pearson	For	Eagle Mountain
8	Julie Muhlestein	For	Eagle Mountain
9	Karla Reese	For	Eagle Mountain
10	Mary Valantine	For	Eagle Mountain
11	McCandless Family	For	Eagle Mountain
12	Sandra Williams	For	Eagle Mountain
13	Shawn Goodwin	For	Eagle Mountain
14	Taylor Stamper	For	Eagle Mountain
15	James and Peggy Henrie	For	Eagle Mountain - Castle Rock
16	Monica Rogers	For	Eagle Mountain - Castle Rock
17	Shauntee Ferguson	For	Eagle Mountain - Castle Rock
18	Nicole Soelberg	For	Eagle Mountain - Cedar Pass Ranch
19	Shane and Michelle Jones	For	Eagle Mountain - Cedar Pass Ranch
20	Ana Goes	For	Eagle Mountain - City Center
21	Ashley Gibson	For	Eagle Mountain - Cold Springs
22	Kimberly and Brian Gissendanner	For	Eagle Mountain - Crittenden Corner
23	Vanessa and Chris Peterson	For	Eagle Mountain - Crittenden Corner
24	Candyce Franklin	For	Eagle Mountain - Diamond Springs
25	Melissa Brockett	For	Eagle Mountain - Eagle Park
26	Tiffany Ulmer	For	Eagle Mountain - Eagle Park
27	Carey Ventura	For	Eagle Mountain - Eagle Point
28	Laura Van Zomeren	For	Eagle Mountain - Eagle Point
29	Tyler and Tania Evans	For	Eagle Mountain - Eagle Point
30	Wendy Thueson	For	Eagle Mountain - Eagle Point
31	Lacey Horne	For	Eagle Mountain - Eagles Gate
32	Cat and Anthony Martinez	For	Eagle Mountain - Evans Ranch
33	Greg Parr	For	Eagle Mountain - Evans Ranch
34	Miranda Stumph	For	Eagle Mountain - Evans Ranch
35	Mike Wood	For	Eagle Mountain - Freemont Springs

36	Parry and Nancy Sloan	For	Eagle Mountain - Freemont Springs
37	Peggy Taylor	For	Eagle Mountain - Heatherwood
38	Laura Barlow	For	Eagle Mountain - Hidden Hollow
39	Jamie Moore	For	Eagle Mountain - Highlands on the Green
40	Becca Jackman	For	Eagle Mountain - Kiowa Valley
41	Brian Castagna	For	Eagle Mountain - Kiowa Valley
42	Heather Boren	For	Eagle Mountain - Kiowa Valley
43	Michael and Laura O'Connor	For	Eagle Mountain - Kiowa Valley
44	Garrin Mascarenas	For	Eagle Mountain - Lake View Estates
45	Emily Blohm	For	Eagle Mountain - Lone Tree
46	JaCee Greenwood	For	Eagle Mountain - Lone Tree
47	Terye Rowland	For	Eagle Mountain - Lone Tree
48	Crystal Whittington	For	Eagle Mountain - Mountain View
49	Kendra Johnstun	For	Eagle Mountain - Mountain View
50	Stephanie Whitney	For	Eagle Mountain - Mountain View
51	Melissa Bradley	For	Eagle Mountain - Mt Airey
52	Carrie Butterfield	For	Eagle Mountain - North Ranch
53	Candice Rich	For	Eagle Mountain - Overland
54	Dawn Gagnard	For	Eagle Mountain - Overland
55	Dean Durantos	For	Eagle Mountain - Overland Trails
56	Mark and Shelly Anderson	For	Eagle Mountain - Overland Trails
57	Ashley Dietrich	For	Eagle Mountain - Pioneer Addition
58	David Griffeth	For	Eagle Mountain - Pioneer Addition
59	Kimberly Kraft	For	Eagle Mountain - Pioneer Addition
60	Alene Litteral	For	Eagle Mountain - Porters Crossing
61	Carol Cahoon	For	Eagle Mountain - Rockwell Village
62	Jamie Mascherino	For	Eagle Mountain - Ruby Valley
63	Natashia McLean	For	Eagle Mountain - Ruby Valley
64	Aimee Ballif	For	Eagle Mountain - Scenic Mountain
65	Ron and Karen Spence	For	Eagle Mountain - Showdown
66	Haley May	For	Eagle Mountain - SilverLake
67	Sarah Griffiths	For	Eagle Mountain - SilverLake
68	Tiercy Hadlock	For	Eagle Mountain - SilverLake
69	Rachelle Upwall	For	Eagle Mountain - Skyline Ridge
70	Shawn Baxter	For	Eagle Mountain - Southmoor
71	Brandon Wright	For	Eagle Mountain - Spring Valley
72	Lauren Andrews	For	Eagle Mountain - Sundance
73	Marshall Andrews	For	Eagle Mountain - Sundance
74	Chris and Brandy King	For	Eagle Mountain - The Landing
75	Mike Hess	For	Eagle Mountain - The Landing
76	Cheryl Homen	For	Eagle Mountain - Valley View
77	Jack Homen	For	Eagle Mountain - Valley View
78	Stacey Mudgett	For	Eagle Mountain - Valley View

79	Kim Johnson	For	Eagle Mountain - White Hills
80	Joan Jones	For	Eagle Mountain City - Cedar Pass Ranch
81	Debbie Jarrett	For	Lehi, Utah
82	Jessica Wilkey	For	Lehi, Utah
83	Kathy Kinghorn	For	Lehi, Utah
84	Millie Killpack	For	Lehi, Utah
85	Tiffanie Feher Hansen	For	Lehi, Utah
86	Kathi Slade	For	Lindon, Utah
87	Mike Mathews	For	Morgan, Utah
88	Layne Izatt	For	Orem, Utah
89	Heather Morris	For	Out of Utah
90	Kayla Stephens	For	Outside of Eagle Mountain
91	Brittany Neil	For	Payson, Utah
92	Linda White	For	Riverton, Utah
93	Amber Golding	For	Saratoga Springs, Utah
94	Anna Smith	For	Saratoga Springs, Utah
95	Aubrey Lawrence	For	Saratoga Springs, Utah
96	Caleb Buswell	For	Saratoga Springs, Utah
97	Chad McDonald	For	Saratoga Springs, Utah
98	Courtney Snarr	For	Saratoga Springs, Utah
99	DeAnna Gravius	For	Saratoga Springs, Utah
100	Diane Hendrickson	For	Saratoga Springs, Utah
101	Heidi Festin	For	Saratoga Springs, Utah
102	Mathew Smith	For	Saratoga Springs, Utah
103	Megan Bresson	For	Saratoga Springs, Utah
104	Melanie Jex	For	Saratoga Springs, Utah
105	Melissa Edwards	For	Saratoga Springs, Utah
106	Melissa Whittaker	For	Saratoga Springs, Utah
107	Sandra Smith	For	Saratoga Springs, Utah
108	Susan Muse	For	Saratoga Springs, Utah
109	Camie Williams	For	Saratoga Springs, Utah
110	Patricia Smith	For	Saratoga Springs, Utah
111	Taunie Wiggins	For	South Jordan, Utah
112	Alissa Allen	For	
113	Aly Allred	For	
114	Alysha and Rob Milligan	For	
115	Amy Gobble	For	
116	Andrea Capener	For	
117	Angelica Childs	For	
118	Ashlee Gill	For	
119	Bob Dean	For	
120	Bonnie Bosh	For	
121	Braxton Barney	For	

122	Carissa Gossard	For	
123	Carrie Baum	For	
124	Cassie Bingham	For	
125	Cassie Lynn Parker	For	
126	Charmaine Smoot	For	
127	Chelsea Gillespie	For	
128	Cody Lazenby	For	
129	Connie Stephenson	For	
130	Corinne Garcia	For	
131	Corrine Simonsen	For	
132	Cynthia Sumner	For	
133	Geneve Fallon	For	
134	Gouch Smith	For	
135	Hannah Skousen	For	
136	Jamie Spalding	For	
137	Janalee Hess	For	
138	JD Clark	For	
139	Jenni Spear	For	
140	Jennifer Grow	For	
141	Jessica Moon	For	
142	Jessica Orton	For	
143	Jill Walker	For	
144	Jolene Cureton	For	
145	Joni Luke	For	
146	Joy Pizzuto	For	
147	Justina Sullivan	For	
148	Katelyn Hutchings	For	
149	Katherine Ballard	For	
150	Kathleen Craig	For	
151	Kathleen Higham	For	
152	Katrina Smith	For	
153	Kevin Hamlet	For	
154	Kimbery Ekins	For	
155	Kimm Harman	For	
156	Kristi Hutchings	For	
157	Kristin Walters	For	
158	Kyla Barber	For	
159	Kylee Carter	For	
160	Kylee Parry	For	
161	Leann Miller	For	
162	Lexi Allred	For	
163	Lindsay Montague & David Frye	For	
164	Lindsey Jorgensen	For	

165	Lisa Hope Glogowsky	For	
166	Lizy Wright	For	
167	Lynsey Adams	For	
168	Maddie Jones	For	
169	Mark Dyer	For	
170	Melanie Ridgeway	For	
171	Melissa Browne	For	
172	Melissa Smith	For	
173	Michelle Thomas	For	
174	Mindy Brown	For	
175	Natasha Jewkes	For	
176	Norma Chaffin	For	
177	Patrick Morris	For	
178	Peterson Family	For	
179	Rebecca MacArthur	For	
180	Samantha Wallis	For	
181	Sandy Sofoifa	For	
182	Shelly Roberts	For	
183	Sophia Couzins	For	
184	Stacey Jepson	For	
185	Stacy Graham	For	
186	Susan and Ben Byerly	For	
187	Sylvia Price	For	
188	Tabitha Moyes	For	
189	Tatiana Lazenby	For	
190	Tawnee Willes	For	
191	Tiffani Wandell	For	
192	April Tooman	For	
193	Jennifer Grow	For	
194	Jeanne Floyd	For	
195	Tricia Castagno	For	
196	Donna Harris	For	
197	Nicole Ramos	For	
198	Sherilyn Laddimore	For	
199	Jennifer Webb	For	
200	Ashlie Schonbeck	For	



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
OCTOBER 27, 2020**

TITLE:	Pony Express Townhomes (Concept Plan)
ITEM TYPE:	Concept Plan
APPLICANT:	Jake Thompson

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Jessa Porter, Planning

BACKGROUND:

This is a concept plan for a new phase of Pony Express Townhomes located near the intersection of Pony Express Parkway and Clydesdale Drive. This concept plan consists of 27 lots/units located on approximately 4.6 acres along the border of Saratoga Springs City.

The original Pony Express Townhomes Site Plan and Final Plat were approved by City Council on November 20, 2012 with the conditions outlined in the attached meeting minutes. This subject phase was not included in the site plan and final plat approval, nor in the development agreement (approved April 16, 2013) as this parcel was considered unbuildable due to the natural wash. At that time, the parcel was deeded to the HOA as unimproved open space.

The applicant is currently working to buy this land back from the HOA so they can move forward with this project. Development of this property will require a rezone and preliminary/final plat approvals.

The applicant is a different developer than the developer that built the existing Pony Express Townhomes.

ITEMS FOR CONSIDERATION:

CERTIFIED REPORT REQUIRED (EMMC 15.80.020)

"It shall be unlawful for the owner, developer, or any contractor or other person to excavate, grade, level, or build upon any lot or property within the city when the average slope of the lot exceeds 25 percent." As the slope just south of this phase exceeds the 25 percent

as stated in this code, this phase is accessed from the Dublin Farms development.

ARCHITECTURAL STANDARDS (EMMC 17.72.040)

The applicant has not yet submitted elevations for this phase; we recommend they review Chapter 17.72 Commercial and Multifamily Design Standards to ensure they comply with City Code.

1. EMMC 17.72.040 (2): " Multifamily buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable."
2. EMMC 17.72.040 (F1): "Multifamily structures shall utilize at least two exterior materials, including stucco, vinyl or fiber/cement siding, decorative rock/stone, brick, or other material deemed appropriate by the planning director. Each material shall be used on a minimum of 30 percent of the building, and used on all sides of the building. Other materials may be included as accents."
3. EMMC 17.72.040 (H): " Multifamily Garage Doors. Garage doors shall not be the most prominent or visible feature on a building. They shall be accessed from the side or rear, or set back from the front facade. If garages are visible from the street, white doors are discouraged. Decorative doors are encouraged."

CONTEXT

This concept plan shows that this development will not be accessed from the current townhome development but instead from the single-family development (New Park at Porter's Crossing) to the northwest due to the slope to the south between the two phases. The Planning Commission should consider any potential impact.

ACCESS

The concept plan calls for a roadway connection at the northwest over a parcel of land dedicated to the City as open space; the applicant will need to work with the City to acquire a title or easement over the land. Additionally, this change of use in the parcel will likely require a plat amendment to the New Park at Porter's Crossing plat.

The existing townhome development has a playground/tot lot; the subject phase will need a pedestrian connection to the trail on the west (in Dublin Farms) or a path down to the southern dead-end in the existing portion of Pony Express Townhomes in order to provide access to the park spaces.

FIRE

The road through the concept plan development dead-ends at a proposed retaining wall to the south; the fire turnaround will need to be evaluated to make sure the dead end will work.

APPROVALS

The development will require a rezone as well as preliminary/finals plats. As part of the plat process, the applicant will need to ensure they are meeting the open space and amenities requirements for the development.

REQUIRED FINDINGS:

There are no required findings for concept plan applications.

RECOMMENDATION:

The Planning Commission is recommended to review the concept plan and discuss the development intentions with the applicant. Any feedback provided by the Planning Commission is non-binding and may be used by the applicant and property owner to guide them in the preparation of subsequent development applications.

ATTACHMENTS:

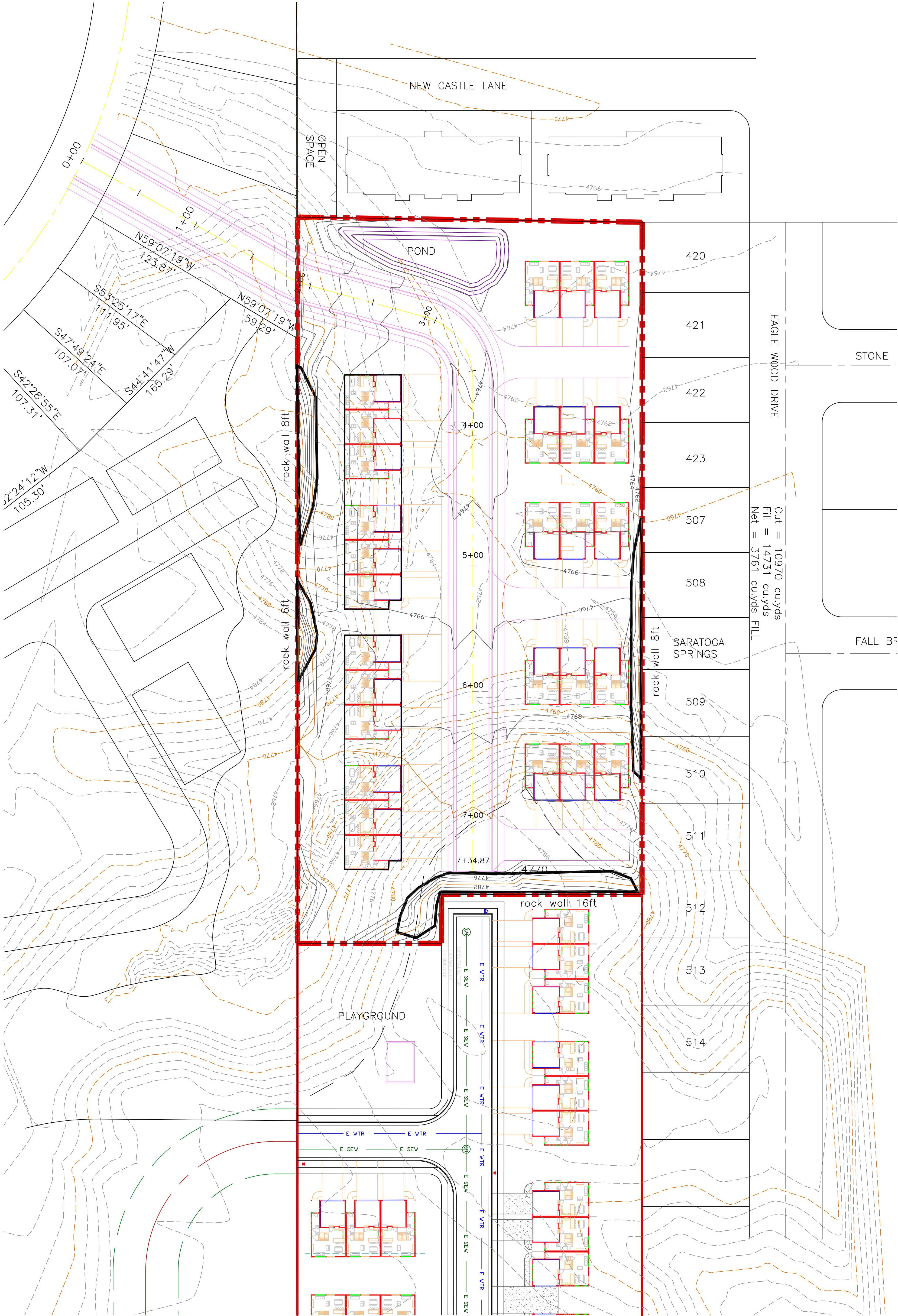
Concept Plan

11-20-2012 Meeting Minutes

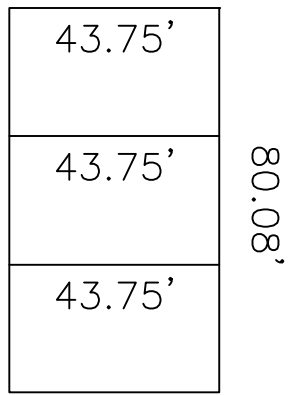
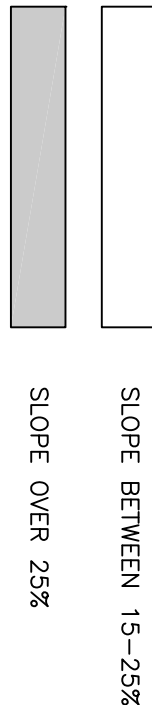
Pony Express Townhomes Development Agreement

PONY EXPRESS 2 TOWNHOMES

PART OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH



- TABULATIONS
- 1. TOTAL ACREAGE: 3.29 AC.
 - 2. TYPICAL LOT SIZE: 1,168 s.f.
 - 3. NUMBER OF UNITS: 29

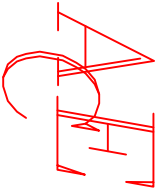


TYPICAL UNIT

PONY EXPRESS 2 TOWNHOMES

PART OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

SHEET 1 OF 1

 ALLIANCE CONSULTING ENGINEERS 150 WEST 200 NORTH SUITE P SALT LAKE CITY, UT 84121 (435) 755-5121 allianceegon@yahoo.com	ACCEPTANCE BY LEGISLATIVE BODY THE MAYOR OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC. THIS _____ DAY OF _____, A.D. 20____ ATTEST: _____ CITY RECORDER (See Seal Below) MAYOR _____	EAGLE MOUNTAIN CITY ENGINEER APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE CITY ENGINEER. _____	EAGLE MOUNTAIN CITY COUNCIL APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE EAGLE MOUNTAIN CITY COUNCIL. _____	EAGLE MOUNTAIN CITY ATTORNEY APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE CITY ATTORNEY. _____	SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY ENGINEERS SEAL	CLERK-RECORDER SEAL
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MINUTES
EAGLE MOUNTAIN CITY COUNCIL MEETING

November 20, 2012

Work Session 4:00 p.m. Policy Session 7:00 p.m.

Eagle Mountain City Council Chambers, 1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

ELECTED OFFICIALS PRESENT: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Jason Walker, Assistant City Administrator; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Melanie Lahman, Deputy Recorder; Kent Partridge, Building Official; Adam Ferre, Energy Director; David Mortensen, City Treasurer; Rand Andrus, Fire Chief; Steve Mumford, Planning Director; Linda Peterson, Public Information Director; Chris Trusty, Public Works Director; Eric McDowell, Sheriff's Deputy.

Mayor Jackson called the meeting to order at 4:07 p.m.

Mayor Jackson presented a plaque to Asst. Public Works Director David Norman for earning the Utility Management Certification from the Rural Water Association.

She also signed off on an Eagle Scout project recently, in which mile markers were posted on the Pony Express running/walking trail.

1. **PRESENTATION – Outrage Youth Group, signs for the Skate Park.**

Outrage is an anti-tobacco youth group in Utah County. James Johnson of the group presented the Mayor and Council with signs to be posted in the skate park, reminding skaters to stay away from tobacco.

2. **AGENDA REVIEW – The City Council reviewed items on the Consent Agenda and Policy Session Agenda.**

Item 16. Budget Amendments

Budget amendments for purchase of a dump truck and pump truck were tabled at the last meeting so that the City Administrator and Finance Department could work out the details of financing vs. outright purchase of the vehicles. Mr. Pili proposed that the pump truck be financed and the dump truck be purchased outright. Zions Bank is willing to finance the pump truck for an average of 1.03% over five years. The City earns approximately 1.3% on its funds annually. If the Council prefers, the City can afford to purchase the pump truck without financing it.

Councilmember Steinkopf asked if there is a penalty for prepayment. Mr. Pili said there is not.

Item 17. Pony Express Townhomes

This project is located north of the Porter's Crossing Town Center area. It's just south and west of the Saratoga Springs city boundary. The north area of the site is unbuildable due to the slope of

the natural wash. The project has only one access road. Although the City generally requires secondary access for a project of this size, a second road was unworkable on this parcel, so the developer is proposing a 72-foot wide primary access.

Councilmember Painter asked if this design would create a precedent. Chief Andrus said the design complies with the letter of the International Fire Code, although it is not preferable as far as safety is concerned; however, it doesn't set a precedent.

Councilmember Steinkopf asked if the driveways gave enough room for residents to back out without risk of hitting a neighbor's vehicle. Mr. Mumford said the driveways are designed with adequate space to ensure safety.

Councilmember Ochsenhirt asked if a traffic study has been done. Mr. Mumford said one is not required. Tig Brown, the developer's representative, said the only requirement he was given was a left-turn lane. Mayor Jackson pointed out that the condition given was a choice of a left-turn lane or a traffic study. Mr. Brown said the developer has also provided a large easement to be available for the planned widening of Pony Express Parkway, as well as a temporary right-turn lane.

Item 18. Purchasing Policy

City Attorney Jeremy Cook stated that the purchasing policy revision is designed to clarify the requirements for bidding and for Council approval of contracts. Any contract worth over \$40,000 will have to be approved by the City Council, except for public utilities equipment and supplies, which are budgeted each year. These items have a narrow installation window each summer. Those will have to be approved if they cost \$125,000 or more. Items that aren't budgeted for will have to be approved by the Council if they cost over \$10,000.

As far as bidding goes, any materials purchases over \$40,000 will have to go through a formal sealed bid process. Items under \$40,000 will require three documented price quotes. It's difficult to get sealed bids from vendors for projects or materials under \$40,000. Quotes are often good for only seven days. Some of the more specialized equipment is only available from one or two vendors in the state.

Item 19. Energy Building Furniture

Energy Director Adam Ferre said the initial quote was for \$67,251.02. The quote has changed to \$67,453. About \$61,000 worth of furniture will be purchased under the State contract. Approximately \$6,300 is for upgrades to make the furniture more durable. The change in the quote is to extend the reception desk to the wall to improve the receptionist's security.

Item 20. Bleachers International Bid Award.

The original agenda summary for this item said that the contract will be for 2,326 seats. The actual number of seats is 3,006. If the City were to choose to purchase the bleachers, Bleachers International offered to apply the rental amount to the purchase price. The rented bleachers will be in place from March through June, or until after the next budget is approved. If the purchase is approved, the installed bleachers will remain in place.

The rodeo won the Best Small Rodeo Award in the Wilderness Circuit for the second year in a row.

Councilmember Steinkopf suggested that the City purchase one section of bleachers each year. Mayor Jackson said that Great Western offered a plan for a phased purchase of bleachers.

3. CITY ADMINISTRATOR INFORMATION ITEMS – This is an opportunity for the City Administrator to provide information to the City Council. These items are for information and do not require action by the City Council.

Administration is considering a bond parameters resolution to reallocate some bond funds to accelerate the payback of some of the City's projects.

Mayor Jackson reported that, since the City proposes to annex to the Salt Lake Valley Fire Service Area, the Unified Fire Authority Board met today and approved the annexation. The 30-day protest period is going on, but no protests have been received so far. If the City joins, the name of the district will be changed, possibly to the United Fire Area.

4. ADJOURN TO A CLOSED EXECUTIVE SESSION – The City Council adjourned into a Closed Executive Session for the purpose of discussing reasonably imminent litigation and the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

MOTION: *Councilmember Burnham moved to adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation and the purchase, lease or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Ochsenhirt seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.*

The meeting was adjourned at 5:35 p.m.

POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Jason Walker, Assistant City Administrator; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Melanie Lahman, Deputy Recorder; Kent Partridge, Building Official; Adam Ferre, Energy Director; Rand Andrus, Fire Chief; Steve Mumford, Planning Director; Linda Peterson, Public Information Director; Chris Trusty, Public Works Director; Eric McDowell, Sheriff's Deputy.

5. CALL TO ORDER

Mayor Heather Anne Jackson called the meeting to order at 7:08 p.m.

6. PLEDGE OF ALLEGIANCE

Kevin Graves led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

- **Turkey Trot** – The 5th annual Turkey Trot will be held on Thanksgiving morning. Registration is free and is available on the City website, Events page. Check in begins at 7:15 a.m. and the event starts at 8 a.m. at Hidden Hollow Elementary. The route is from Hidden Hollow to the Eagle Park entry (across from City Hall). Prizes will be given for fastest times, most family members participating, best Thanksgiving-themed costume and more.
 - **Christmas Tree Lighting Event** – The traditional Christmas tree lighting event will be held on Friday, December 7 at 6:30 p.m. Join us in lighting our tree and City Hall building, with a little help from Santa Claus. Free photo opportunities with Santa will be offered after the ceremony (bring your own camera). For information on the gingerbread house and elementary kids' essay contests, please visit the Events page of the City website.
 - **Santa on the Fire Truck** -- Santa gets a lift from the EM Fire Department to visit neighborhoods in Eagle Mountain and throw candy to the children on Saturday, December 8. Please note, the fire truck will not be attempting to go down dead-end streets, and may not be able to drive down every street in the city due to time restrictions. Listen for sirens and watch in your neighborhood for the fire truck. Proceed safely to the area where the fire truck is. Please have your children stay on the sidewalk and wait for Santa to throw the candy. Please do not allow them to run into the street.
 - **Pony Express Days Holiday Sale** – Get Pony Express Days tickets at a great discounted price for the holidays, only \$5 each for the PRCA Rodeo, Demolition Derby, and Chris Cagle Concert & Fireworks. Tickets are available on the City website, Pony Express Days page.
8. **PUBLIC COMMENTS** – Time has been set aside for the public to express their ideas, concerns and comments. *(Please limit your comments to three minutes each.)*

None.

9. **CITY COUNCIL/MAYOR'S ITEMS** – Time has been set aside for the City Council and Mayor to make comments. *(Comments are limited to three minutes each.)*

Councilmember Ochsenhirt

Councilmember Ochsenhirt asked that residents park cars off the street when snow is predicted so that snow plows can get through, and asked that they help their neighbors keep their snow shoveled. He also mentioned that UTA buses have been using engine brakes in neighborhood boundaries. That's too much noise for residential areas.

Councilmember Ireland

No comment.

Councilmember Burnham

Councilmember Burnham asked for residents' patience as she doesn't feel well and may have to leave early.

Councilmember Steinkopf

Councilmember Steinkopf said the Youth Council will be helping with the Turkey Trot. They will also be involved with Santa on the Fire Truck. He mentioned the HEAT program, which helps low-income, elderly and disabled people to pay their heating bills.

Councilmember Painter

Councilmember Painter said he has received feedback in appreciation of the OHV ordinance, acknowledging that it's a beginning step and hoping it will be extended to allow street-legal ATVs on all City streets. He also hoped that the sign replacement program will replace the City's damaged ladder signs on a regular schedule.

Mayor Jackson invited Bonnie ElHalta, President of the Lehi Area Chamber of Commerce, to speak on sign replacement. Ms. ElHalta said there will be a regular replacement and maintenance program, either quarterly or semi-annually.

Mayor Jackson

Mayor Jackson said the turnout for the election was awesome and she hoped that would be repeated next year for the municipal election. She said the City is continuing the process of joining the Unified Fire Authority.

10. APPOINTMENTS

- A. Economic Development Board – Kevin Graves (replacing Jon Celaya)
- B. Planning Commission – Bonnie ElHalta (replacing Daniela Camacho)

MOTION: *Councilmember Painter moved to appoint Kevin Graves to the Economic Development Board to complete a term ending on December 31, 2014, and to appoint Bonnie ElHalta to the Planning Commission to complete a term ending on December 31, 2013. Councilmember Ochsenhirt seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.*

City Recorder Finn Kofoed administered the oath of office to Mr. Graves and Ms. ElHalta.

CONSENT AGENDA

11. MINUTES

- A. October 16, 2012 – Regular City Council Meeting

12. BOND REDUCTION

- A. Eagle Point Townhomes

13. FINAL PAYMENT

- A. Library Trail – Kenny Seng

MOTION: *Councilmember Painter moved to approve the Consent Agenda. Councilmember Steinkopf seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

14. PUBLIC HEARING

ORDINANCE – Consideration and Adoption of an Ordinance of Eagle Mountain City, Utah, Amending the 2012 Capital Facilities Plan.

This item was presented by Public Works Director Chris Trusty. The 2012 Capital Facilities Plan was adopted at the October 16, 2012 City Council meeting. It has since been updated to more accurately reflect reimbursements identified in the master development agreement with SITLA for Mid Valley Park, and to add needed infrastructure for the Clearview Estates subdivision, north of SR 73. Also included are costs for an electrical line on Mid Valley road, and all current reimbursements have been reconciled to reflect the remaining capacities on those systems.

Mayor Jackson opened the public hearing at 7:27 p.m. As there were no comments, she closed the hearing.

Councilmember Painter asked if the plan will be scheduled to be updated every two to three years. Mr. Trusty said the plan is to update it every two years, unless City growth dictates an adjustment to that schedule.

MOTION: *Councilmember Steinkopf moved to adopt an Ordinance of Eagle Mountain City, Utah, amending the 2012 Capital Facilities Plan. Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.*

PUBLIC HEARING

15. ORDINANCE – Consideration and Adoption of an Ordinance of Eagle Mountain City, Utah, Approving the Impact Fee Analysis.

This item was presented by Public Works Director Chris Trusty. This document assigns a dollar amount to the facilities detailed in the Capital Facilities Plan. The proposed ordinance revises impact fees charged to Eagle Mountain builders when issuing building permits. Impact fees are a one-time charge to new developments for the purpose of raising revenue for new or expanded public facilities necessitated by each development. Impact fees cannot be used to increase an existing level of service, and all fees must be spent within 6 years of being collected. Impact fees cannot be used to correct existing system deficiencies. However, impact fees can be collected for existing debt service on facilities which have excess capacity for which the development will receive a benefit. This item was tabled from the October 16, 2012 meeting for minor corrections and to include infrastructure for the Clearview Estates subdivision.

There is a minor error in the impact fee analysis, which can be covered in the motion.

Because the impact fees are being reduced rather than raised, the City will allow the impact fee analysis to take effect before the 90-day statutory time limit.

Mayor Jackson opened the public hearing at 7:32 p.m. As there were no comments, she closed the hearing.

MOTION: *Councilmember Ochsenhirt moved to adopt an Ordinance of Eagle Mountain City, Utah, approving the update impact fee analysis and making the new impact fees effective on December 3, 2012; with the stipulation that the fees reflect correctly the changes shown on the table on page 21 throughout the entire document. Councilmember Steinkopf seconded the motion.*

Councilmember Painter asked if the impact fee analysis reflects the slowdown in growth and the

increase in infrastructure, while covering the increases with this lower fee amount. Mr. Trusty responded that the costs are covered, mostly by adjusting projects previously scheduled in one to five years to be constructed in the six to ten year period.

Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.

PUBLIC HEARING

16. ORDINANCE – Consideration and Adoption of an Ordinance of Eagle Mountain City, Utah, Amending the Fiscal Year 2012-2013 Budget.

This item was presented by City Administrator Ifo Pili. The proposed amendment to the FY 2012-2013 budget is for the purchase of a dump truck and a pump truck for Public Works. This item was tabled from the October 16, 2012 City Council meeting.

Mr. Pili discussed options for either financing the vehicles or purchasing them outright. Staff recommends financing the pump truck, as the interest charged will be less than the interest the City makes on existing funds.

Councilmember Painter asked Mr. Pili to reiterate why the City needs these vehicles. Mr. Pili referred the question to Mr. Trusty. He explained that the City's pump truck is used to haul sludge and to keep the storm drain pipes cleaned out on a regular schedule. It's so old and requires so many repairs that any costs are excessive. The new dump truck is three times bigger than the old dump truck, which will make hauling more efficient. The cost savings in fuel and staff time will recoup the cost of the truck in less than a year.

Councilmember Painter asked why the cost is being partially paid by the water fund. Mr. Trusty said it will only be used for snow plowing for half the year. During the other half, it will be used for water projects.

Councilmember Ochsenhirt asked Mr. Pili why the CWP purchase was included in this amendment and why it wasn't budgeted earlier. Mr. Pili said that the CWP purchase was inadvertently left out of the regular budget process, so it made sense to bundle it into this amendment.

Mayor Jackson opened the public hearing at 7:49 p.m. As there were no comments, she closed the hearing.

MOTION: *Councilmember Painter moved to adopt an Ordinance of Eagle Mountain City, Utah, amending the Fiscal Year 2012-2013 budget for the purchase of a pump truck, a dump truck and paying the contractual obligation for CWP water; and do it by financing the pump truck and also pursuing options for financing the dump truck. Councilmember Steinkopf seconded the motion.*

Councilmember Steinkopf asked about the financing option stated in the motion. Mayor Jackson explained that it enables the staff to finalize financing options, without the City being obligated to any one option.

Councilmember Ireland asked if the water bond has been available, waiting for this allocation. Mr. Pili said it has.

Councilmember Ochsenhirt asked if the motion gives Mr. Pili the option to purchase the dump truck, or only to find an option for financing. Mayor Jackson responded that Mr. Pili will evaluate the options for financing the truck.

Councilmember Painter clarified that his motion is to finance the pump truck, get a bid on the dump truck, and finance the dump truck if that saves the City money, or else buy it outright.

Mr. Pili suggested that if the City can finance the dump truck for less than 1.3%, that would be the thing to do; otherwise, purchasing outright would be the right option.

Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.

17. PONY EXPRESS TOWNHOMES

- A. ORDINANCE – Consideration and Adoption of an Ordinance of Eagle Mountain City, Utah, Rezoning the Pony Express Townhome Project from Agricultural to Residential – Public Hearing.
- B. FINAL PLAT - Consideration and Approval of a Final Plat for Pony Express Townhomes.
- C. SITE PLAN – Consideration and Approval of a Site Plan for Pony Express Townhomes.

This item was presented by Planning Director Steve Mumford. The proposed ordinance rezones the property from Agricultural to Residential for a 46-unit townhome project. The property is located on the north side of Pony Express Parkway, northwest of the SilverLake development. The northern one-third of the property is unbuildable due to a natural wash. This proposal includes a final plat and site plan approval for the townhome project.

Rezone

Councilmember Painter asked what Saratoga's plans are for future development on the adjoining property. Mr. Mumford said that the land was approved to be residential years ago.

The site plan and final plat were recommended for approval by the Planning Commission. The developer provided more than double the required improved open space.

Access for this narrow piece of land was problematic. Chief Andrus approved a double-wide primary access road, as no secondary access was workable.

Mayor Jackson opened the public hearing for the rezone at 8:05 p.m. As there were no comments, she closed the hearing.

MOTION: *Councilmember Steinkopf moved to adopt an Ordinance of Eagle Mountain City, Utah, rezoning the Pony Express Townhome project from Agricultural to Residential. Councilmember Painter seconded the motion.*

Councilmember Painter felt that approving this plan, with the concessions from City standards, is forcing the issue. City Attorney Jeremy Cook said the development meets the code. Not accepting this plan will deny the owners the possibility of developing the land.

Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt and Richard Steinkopf. Those voting no: John Painter. The motion passed with a 4:1

vote.

Site Plan

Councilmember Painter asked about fencing. Mr. Mumford said that all open space will be fenced with a split rail fence.

Councilmember Ochsenhirt asked about buffering between the commercial and residential areas. Mr. Mumford said buffering is required of any incoming commercial project.

Councilmember Burnham asked if the developer is prepared to inform new residents that the development is adjacent to commercial property, so they're not surprised and upset when the commercial development is built. Mayor Jackson asked the developer to take care of that.

Councilmembers Steinkopf and Painter asked about the unfenced back yards. Mayor Jackson pointed out that the townhome owners won't own the property behind their homes, only the homes and driveways.

Councilmember Ireland said that the Planning Commission would have preferred having a fence to separate the wash from the park to help keep children out of the wash.

Mayor Jackson asked if a perimeter fence is required in the code. Mr. Cook said he didn't think so. The residents can petition the homeowners' association to install a fence. Mayor Jackson thought that the City could require a fence if necessary for safety.

Tig Brown, the developer's representative, said he had no objection to putting a split rail fence on top of the berm, even though it's not required. Regarding the wash, he said one of the selling points of the property is the clear view to the east, which a fence would impair.

Councilmember Painter asked about the monument sign at the entrance. Mr. Brown said it would typically be placed on the median between the two halves of the street. He would like to place it on the berm in front of the project, where it will not restrict sight lines. Mayor Jackson suggested placing it in the median and keeping it very small.

MOTION: *Councilmember Burnham moved to approve a final plat for Pony Express Townhomes, with the conditions stated and with the additional condition that a split rail fence be installed on both sides of the development along Pony Express Parkway. Councilmember Steinkopf seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt and Richard Steinkopf. Those voting no: John Painter. The motion passed with a 4:1 vote.*

MOTION: *Councilmember Painter moved to approve a site plan for Pony Express Townhomes, with the conditions stated and with the additional condition that a split rail fence be installed on both sides of the development along Pony Express Parkway. Councilmember Steinkopf seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt and Richard Steinkopf. Those voting no: John Painter. The motion passed with a 4:1 vote.*

The conditions stated in the staff report are as follows:

1. The applicant will be required to dedicate land for the right-of-way for Pony Express Parkway according to the Future Land Use and Transportation Corridors Map.
2. The applicant shall improve the right-of-way to provide a left turn lane on Pony Express Parkway or provide a traffic study showing that a left turn lane is not needed.
3. The development agreement shall include a provision for a transportation fee-in-lieu for Pony Express Parkway improvements.
4. The asphalt shall taper out on Pony Express Parkway on both sides of development.
5. The owner shall submit plans to the City for approval if there are going to be any modifications to the natural wash at any time.
6. A monument sign at the entrance is required for the project.
7. An easement for the future water line and asphalt trail along the entrance to the project is required.
8. Fencing along the open space areas and the wash is required.
9. The final landscape plan shall be reviewed for approval by the City Parks Foreman.
10. The asphalt trail along the frontage shall be shown on the plans.

18. ORDINANCE – Consideration and Adoption of an Ordinance of Eagle Mountain City, Utah, Amending the Municipal Code Chapter 3.20, Purchasing Policy.

This item was presented by City Attorney Jeremy Cook. This ordinance amends the Purchasing Policy, adding definitions and increasing bid amounts that require competitive bidding to the amount specified by State law. This item was tabled from the September 18, 2012 City Council meeting.

MOTION: *Councilmember Painter moved to adopt an Ordinance of Eagle Mountain City, Utah, amending the Municipal Code Chapter 3.20, Purchasing Policy. Councilmember Steinkopf seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt, John Painter and Richard Steinkopf. The motion passed with a unanimous vote.*

19. MOTION – Consideration and Approval of a Purchase Agreement through the State Contract for Furnishings for the Energy Building.

This item was presented by Energy Director Adam Ferre. This proposal is for the interior furnishings for the new Energy Building. Henriksen/Butler holds the Utah State contract for the procurement of office furniture.

Councilmember Painter asked what process the City used to go above the permitted amount for the furniture purchase. Mr. Ferre said the City had to do a change order for the difference. The approximately \$6,000 extra allows for higher-quality, more durable furniture.

Two Councilmembers questioned the \$200 change in the price. Mayor Jackson suggested that the motion be for up to the proposed contract price and let Mr. Ferre negotiate the final price.

MOTION: *Councilmember Ochsenhirt moved to approve a purchase agreement through the State contract for furnishings for the Energy Building up to an amount of \$67,453.64 and authorize the Mayor to sign the contract. Councilmember Steinkopf seconded the motion.*

Councilmember Painter asked what the limit was for purchasing furniture through the State contract. Mr. Pili said it's not a question of amount, but of specific items that are available through the State contract. Upgraded items cost extra. Mr. Ferre said that under the City's purchasing policy, he had to get three bids for the upgraded items.

Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt and Richard Steinkopf. Those voting no: John Painter. The motion passed with a 4:1 vote.

20. BID AWARD – Consideration and Award of Bid to Bleachers International for Bleachers for the Pony Express Days Rodeo.

This item was presented by Special Events Director Angie Ferre. The 4th Annual Pony Express Rodeo, a Professional Rodeo Cowboy Association (PRCA) certified rodeo, is scheduled on May 24-27, 2013. The City plans to rent seating for 3,006 people from Bleachers International to accommodate seating at the event.

Councilmember Painter asked if any proceeds from use of the bleachers for other events will be dedicated to paying the rental or purchase costs of the bleachers for next year. Ms. Ferre said she hoped so. Since most rodeos are planned a year in advance, it wasn't likely that there would be much rental income.

Ms. Ferre is looking into developing a 4H program in Eagle Mountain.

MOTION: *Councilmember Painter moved to approve an award of bid to Bleachers International for the rental of 3,006 bleacher seats, including transportation, set-up and removal costs, and authorize the Mayor to sign the contract. Councilmember Steinkopf seconded the motion. Those voting aye: Donna Burnham, Nathan Ochsenhirt, John Painter and Richard Steinkopf. Those voting no: Ryan Ireland. The motion passed with a 4:1 vote.*

21. CITY COUNCIL/MAYOR'S BUSINESS – This time is set aside for the City Council's and Mayor's comments on City business.

Councilmember Steinkopf

No comment.

Councilmember Painter

No comment.

Councilmember Ochsenhirt

No comment.

Councilmember Ireland

No comment.

Councilmember Burnham

No comment.

Mayor Jackson

Mayor Jackson stated for the record that during Closed Session, the professional competence of an individual was discussed. She clarified that the title of the ordinance approved in item 15 should read, "An Ordinance Adopting an Impact Fee Enactment; Imposing a Culinary Water, Sanitary Sewer, Transportation, Storm Drain, Police, Parks and Recreation and Electrical Impact Fee; Providing for the Calculation and Collection of Such Fee; Providing for Appeal, Accounting and Severability of the Same; and Other Related Matters.

22. CITY COUNCIL BOARD LIAISON REPORTS – This time is set aside for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

None.

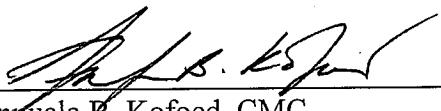
23. COMMUNICATION ITEMS

- A. Upcoming Agenda Items
- B. Financial Report

24. ADJOURNMENT

MOTION: *Councilmember Ochsenhirt moved to adjourn the meeting at 8:52 p.m. Councilmember Painter seconded the motion. Those voting aye: Donna Burnham, Ryan Ireland, Nathan Ochsenhirt and Richard Steinkopf. The motion passed with a unanimous vote.*

APPROVED BY THE CITY COUNCIL ON DECEMBER 4, 2012.



Fionnuala B. Kofoed, CMC
City Recorder

DEVELOPMENT AGREEMENT

**EAGLE MOUNTAIN CITY, UTAH,
and
PONY EXPRESS TOWNHOMES, LLC
for
PONY EXPRESS TOWNHOMES**

This Development Agreement, which is referred to herein as the "Development Agreement", is entered into as of the 17 day of April, 2013, by and between Eagle Mountain City, Utah, a Utah Municipal Corporation (the "City") and PONY EXPRESS TOWNHOMES, L.L.C. ("Developer").

This Development Agreement is made with reference to the following facts:

The Developer is the owner of the private land designated on Exhibit 1 (Subdivision Plat) which is the Subdivision Plat for Pony Express Townhomes, approved by Eagle Mountain City for the Developer's project.

The Developer and the City have engaged in joint development planning for the area described on Exhibit 1 which has been approved by the City.

The Developer will make investments in the construction of on-site infrastructure, related substantially to its properties and the infrastructure will become the property of the City.

Eagle Mountain City Planning Commission and City Council has approved the Subdivision Plat which is Exhibit 1 and the Site Plan which is depicted as Exhibit 2. The City and the Developer wish to preserve and to define specifically the rights and responsibilities of each party with this Development Agreement.

The parties desire to assure fair and equitable treatment for the Developer and the City in the terms and conditions of this Agreement.

Now, therefore, in consideration of the approval of the Subdivision Plat by the City and the following mutual promises, the parties agree as follows:

1. Definitions.

1.1 City's Development Code means the "Eagle Mountain Development Code", the Planning and Zoning Code of the City, adopted by the City pursuant to the Utah Municipal Land Use Planning Enabling Act, Section 10-9a-101 et seq., U.C.A. (as amended 2005).

1.2 City's General Plan means the General Plan adopted pursuant to Section 10-9a-401, et seq., U.C.A. (as amended 2005).

2. Rights and Responsibilities of Parties.

2.1 Developer has received in writing the requirements of the City for public works, utilities and other infrastructure improvements which are required as a condition of approval for the project which is the subject of this Development Agreement. A schedule of required improvements is attached to this Agreement as Exhibit 3 and incorporated herein as though fully set forth. Developer shall comply with all bonding requirements for the public works, utilities and other infrastructure improvements and shall comply with the City's requirement for dedication of water rights prior to the City recording the Subdivision Plat.

2.2 The Developer will dedicate or cause to be dedicated to the City, the roads, park areas, storm drainage facilities depicted on the plat which are required to be provided by the Developer, without reimbursement by the City to the Developer, as a condition of development approval because the required facilities are used by and will benefit the Developer's project. Dedication of the land for the facilities required under this paragraph shall occur at recordation of the plat and completion and acceptance by the City of the improvements and all of the improvements shall be completed within one year of the recordation of the plat. The City may withhold the issuance of building permits if public improvements are not completed as required.

2.3 To the maximum extent permissible under the law, it is the intent both of the City and the Developer that subject to the full compliance of the Developer with all conditions, standards and/or requirements of development described more specifically in the Development Code and on Exhibit 3, the execution of this Development Agreement grants and vests in Developer and the City all rights, consistent with the City's General Plan, the City's Development Codes, Parks Master Plan and other specific plans, ordinances and plans generally applicable throughout the City, to develop Developer's property as approved in the Subdivision Plan.

2.4 The land areas depicted on the plat approved by the Planning Commission and City Council for public use, which include roads, storm drainage and detention areas and facilities, are dedicated to the City, and shall be completed as defined in Exhibit 3, approved by the City and maintained for the period required by the Development Code after the completion of the improvement by the Developer and the improvement security held by the City shall not be fully released until the Developer has demonstrated to the satisfaction of the City that all public improvements of every kind required to be improved and maintained by the Developer have been completed, including payment in full to all contractors, and maintained as required by this Agreement. Partial releases may be approved upon recommendation of the City Engineer under the provisions of the Development Code and the Ordinance controlling authorization for such releases.

2.5 Special Conditions. Developer shall comply with the following special conditions:

2.5.1 Developer shall install a split rail fence as depicted on the Site Plan.

2.5.2 Developer shall install fifteen feet of asphalt to widen Pony Express Parkway as depicted on the Site Plan.

2.5.3 Prior to recording the subdivision plat, Developer shall pay a fee in lieu for the future expansion of Pony Express Parkway in the amount of \$89,114.00.

2.5.4 In accordance with 17.030.070, prior to recording the subdivision plat, Developer shall pay \$11,160.00 to fund or construct community improvements.

2.5.5 Developer shall not modify natural wash without prior approval of the City.

2.5.6 Develop shall construct a monument sign as depicted on the Site Plan or as otherwise agreed to by the City.

3. General Provisions.

3.1 Authority. The parties to this Development Agreement each warrant that they have all of the necessary authority to execute this Development Agreement.

3.2 Time Is Of The Essence. Time is of the essence to this Development Agreement and every right or responsibility shall be performed within the times specified.

3.3 Remedies Upon Default. The City may withhold the issuance of building permits for construction in the subdivision if the Developer is in material default of the requirements of this Agreement or the City Development Code. In the event of the default by any party to this Development Agreement, or the Developer's violation of a material provision of the Development Code, the non-defaulting party shall be entitled to collect from the defaulting party its provable damages, including, but not limited to, its reasonable attorneys' fees and expenses. In addition, the parties acknowledge that the remedies of damages may not always be sufficient and the parties hereby consent to the court's imposition of specific performance and/or injunctive relief. All rights and remedies under this Development Agreement, and/or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

3.4 Non-Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

3.5 Severability. If any provision of this Development Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Development Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Development Agreement shall remain in full force and effect.

3.6 No Joint Venture/No Third Party Beneficiaries. This Development Agreement does not create a joint venture relationship, partnership, or agency relationship between the City and Owner. Further, the parties do not intend this Development Agreement to create any third-party beneficiary rights. The parties acknowledge that this Development Agreement 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 Owner's properties 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. Owner shall have the full and exclusive control of all of

Developer's properties.

3.7 Entire Agreement. This Development Agreement 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.

3.8 Applicable Law. This Development Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

3.9 Venue. Any action to enforce this Development Agreement shall be brought only in the Fourth District Court for the State of Utah.

3.10 Notices. All notices required or permitted under this Development Agreement shall be given in writing by certified mail and regular mail to the following address:

To the City: Eagle Mountain City, Utah
1650 E. Stagecoach Run
Eagle Mountain, Utah 84005

With Copies to Pony Express Townhomes, L.L.C.
Developer: 65 N. 300 E.
American Fork, UT 84003

The addresses for notice may be modified by either party or their successors by written notice to the other party.

MADE AND ENTERED into as of the date and year first written above.

Developer:
Pony Express Townhomes, L.L.C.

By: [Signature]

Title: Managing member

The City:
Eagle Mountain City, Utah

By: [Signature]

Heather Anne Jackson, Mayor

Attest:

Approved as to form and legality:

[Signature]
Fionnuala B. Kofoed, City Recorder

[Signature]
Sandy Cook, City Counsel

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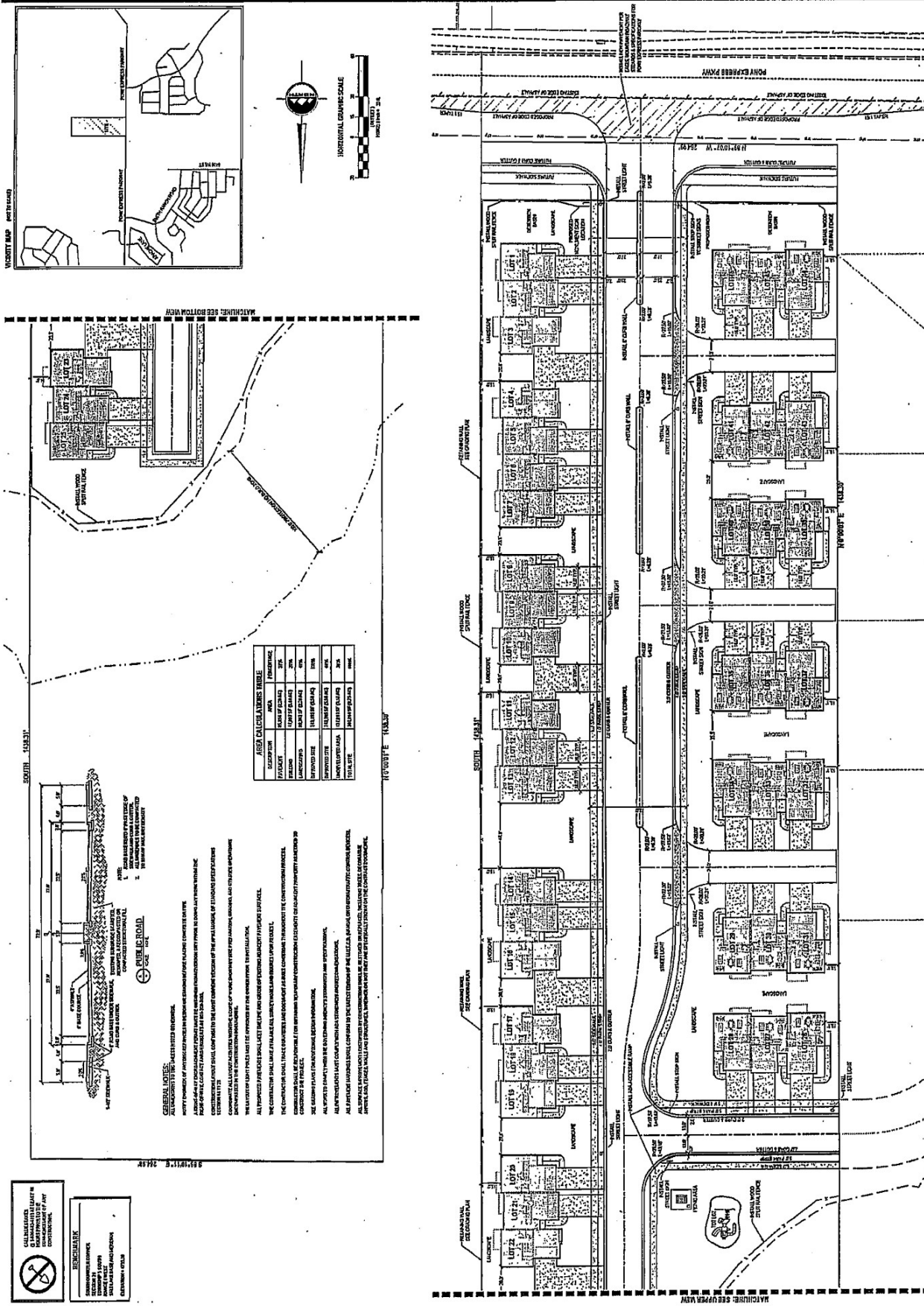


EXHIBIT 1

SUBDIVISION PLAT

EXHIBIT 2

SITE PLAN



CALL TO ACTION

CALL TO ACTION

CALL TO ACTION

CALL TO ACTION

CALL TO ACTION

DESCRIPTION	AREA	PERCENTAGE
LOT 1	1000	4.00%
LOT 2	1000	4.00%
LOT 3	1000	4.00%
LOT 4	1000	4.00%
LOT 5	1000	4.00%
LOT 6	1000	4.00%
LOT 7	1000	4.00%
LOT 8	1000	4.00%
LOT 9	1000	4.00%
LOT 10	1000	4.00%
LOT 11	1000	4.00%
LOT 12	1000	4.00%
LOT 13	1000	4.00%
LOT 14	1000	4.00%
LOT 15	1000	4.00%
LOT 16	1000	4.00%
LOT 17	1000	4.00%
LOT 18	1000	4.00%
LOT 19	1000	4.00%
LOT 20	1000	4.00%
LOT 21	1000	4.00%
LOT 22	1000	4.00%
LOT 23	1000	4.00%
LOT 24	1000	4.00%
LOT 25	1000	4.00%
TOTAL	25000	100.00%

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH BUILDING CODE, AS AMENDED.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH PLUMBING CODE, AS AMENDED.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH ELECTRICAL CODE, AS AMENDED.

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH MECHANICAL CODE, AS AMENDED.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH FIRE CODE, AS AMENDED.

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH HEALTH CODE, AS AMENDED.

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH ENVIRONMENTAL CODE, AS AMENDED.

8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH LAND USE CODE, AS AMENDED.

9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH ZONING CODE, AS AMENDED.

10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE UTAH SUBDIVISION MAP ACT, AS AMENDED.

EXHIBIT 3

CITY ENGINEERS BONDING REQUIREMENTS



Engineering Division
2545 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Wednesday, March 27, 2013

Mayor Heather Anne Jackson
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain, Utah 84005

Subject: **Pony Express Townhomes** Bond Letter Requirements

Dear Mayor Jackson:

I have reviewed the improvement requirements for **pony Express Townhomes** Subdivision, and recommend the following bonding amount for this concept:

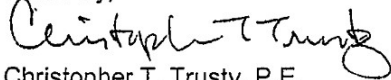
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	GENERAL				
a	Mobilization & Demobilization	1	LS	\$16,500.00	\$16,500.00
b	Erosion control	1	LS	\$10,950.00	\$10,950.00
2	SITE EARTH WORK				
a	Strip 6" topsoil & stock pile	4342	CY	\$2.25	\$9,769.50
b	Site Excavation	23370	CY	\$10.75	\$251,227.50
c	Site Import	1450	CY	\$7.10	\$10,295.00
3	ROADWAY IMPROVEMENTS				
a	3 inch Surface Course	56450	SF	\$1.20	\$67,740.00
b	6 inch Roadbase(also behind curb)	56450	SF	\$0.50	\$28,225.00
c	9" of compacted E-fill	56450	SF	\$0.80	\$45,160.00
d	2.5 foot Curb and Gutter	1875	LF	\$15.85	\$29,718.75
e	6" vertical curb(APWA type P)w/8" of base	657	LF	\$15.10	\$9,920.70
f	5' sidewalk (4" thick w/4" of base 7" wide)	2040	LF	\$5.25	\$10,710.00
g	Concrete Drive Approach	26300	SF	\$5.25	\$138,075.00
h	Sawcut asphalt for water trench	14	LF	\$4.00	\$56.00
i	Sawcut asphalt for SD trench	31	LF	\$4.00	\$124.00
4	CULINARY WATER				
a	12" C900 PVCF pipe	1135	LF	\$50.00	\$56,750.00
b	8" C900 PVC pipe	465	LF	\$20.00	\$9,300.00
c	12" Gate valves	3	EA	\$2,200.00	\$6,600.00
d	12" x 8" Tee w/thrust block	3	EA	\$500.00	\$1,500.00
e	12" x 12" tee w/ thrust block	1	EA	\$800.00	\$800.00
f	12" 90° bend w/ thrust block	1	EA	\$425.00	\$425.00
g	2" blow off valve	4	EA	\$1,100.00	\$4,400.00

h	Fire Hydrant w/ Valves, tee, spool	5	EA	\$4,200.00	\$21,000.00
i	3/4" Water meter w/1" lateral	46	EA	\$1,200.00	\$55,200.00
j	16" x 12" Hot tap (stainless steel sleeve)	1	EA	\$5,500.00	\$5,500.00
5	SEWER				
a	8" SDR-35 PVC pipe	1490	LF	\$32.00	\$47,680.00
b	4"SDR-35 PVC lateral w/cleanout	47	LF	\$900.00	\$42,300.00
c	4' manhole	9	EA	\$3,500.00	\$31,500.00
d	5' manhole	1	EA	\$5,000.00	\$5,000.00
6	STORM DRAIN				
a	12 inch RCP	250	LF	\$20.00	\$5,000.00
b	15 inch RCP	650	LF	\$25.00	\$16,250.00
c	18 inch RCP	250	LF	\$30.00	\$7,500.00
d	SD curb box (curb inlet)	6	EA	\$4,000.00	\$24,000.00
e	3'x3' Catch Basin	2	EA	\$2,200.00	\$4,400.00
f	SD comb box	3	EA	\$3,200.00	\$9,600.00
g	SD cleanout box	2	EA	\$3,500.00	\$7,000.00
h	cleanout box (connect to 15" existing SD)	1	EA	\$4,500.00	\$4,500.00
7	MISC.				
a	Street lights	6	EA	\$2,000.00	\$12,000.00
b	Street signs/stop signs	6	EA	\$500.00	\$3,000.00
c	Wood split rail fence	1475	LF	\$40.00	\$59,000.00
d	tot lot -benches-tables	1	LS	\$6,000.00	\$6,000.00
e	Monument sign	1	EA	\$2,000.00	\$2,000.00
8	LANDSCAPING				
a	landscaping	99300	SF	\$1.80	\$178,740.00
	TOTAL CONSTRUCTION COST				\$1,255,416.45
	15% Bond Coverage				\$188,312.47
	TOTAL BOND AMOUNT:				\$1,443,728.92

A total of 115 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$1,443,728.92**. (If Power and Gas are installed by the developers own contractor then a bond will need to be placed for the Energy items, if installed by Eagle Mountain City Energy Division then no bond needs to be placed), the above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.

Sincerely,



Christopher T. Trusty, P.E.
Public Works Director
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder

EXHIBIT 4

Covenants, Conditions and Restrictions

WHEN RECORDED RETURN TO:
65 N. 300 E.
American Fork, UT 84003

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PONY EXPRESS TOWNHOMES

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This Declaration is made on the date executed below by Pony Express Town Homes, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. Pony Express Townhomes, is a planned unit development located in Eagle Mountain City, Utah County, Utah;

B. The Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;

C. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

D. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

E. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1 Articles

Articles mean the Articles of Incorporation for Pony Express Townhomes HOA, as amended from time to time.

1.2 Association

Association means Pony Express Townhomes HOA. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. Any actions taken during any period of un-incorporation shall be binding.

1.3 Board

Board means the Board of Directors. The Board governs the Project, business, and affairs of the Association.

1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "B."

1.5 Common Areas

Common Areas mean Parcels A and B as shown on the Map; the lateral roads located between town house rows on Parcel B; and any other areas show on the Map as Common Area or open space. The Common Areas may consist of landscaping, irrigation equipment, pavilion, playground equipment, paving, and other improvements. The Association owns all Common Areas.

1.6 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of a quorum of Owners; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.7 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

1.8 Declaration

Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

1.9 Director

Director means a member of the Board.

1.10 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

1.11 Limited Common Area

Limited Common Area means Common Area designated for exclusive use by the Owner of a particular Lot. Limited Common Area may be designated as Limited Common Area or restricted use area of open space on the Map or in this Declaration. Limited Common Areas include the driveways, walkways from the driveway to the front porch, front porches, patios, or any other Common Area feature designed to be used by one or more Lots but not all Lots.

1.12 Living Unit

Living Unit means a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction such residence.

1.13 Lot

Lot means a separately numbered parcel of property as shown on the Map. Lots shall include the Living Unit, and all utility lines, and other installations exclusively serving the Lot whether under or over the Common Areas or not.

1.14 Map

Map means the plat map for Pony Express Townhomes, on file with the Utah County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases.

1.15 Member

Member means an Owner. If an Owner is not a natural person, the Owner may designate in writing to act as its representative. If no representative is designated, then an officer, trustee, director, manager, or member as shown in the entities formative documents shall be its representative.

1.16 Nonprofit Act

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.17 Owner

Owner means the owner of the fee in a Lot as shown in the real property records of Utah County. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.18 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.19 Project

Project means Pony Express Townhomes, as shown on the Map and any expansions thereof. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

1.20 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

1.21 Turnover Meeting

Turnover Meeting means the meeting described in Section 9.1.

2 SUBMISSION AND EXPANSION

2.1 Submission

The Project is submitted to be bound by the Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. All Owners shall take title subject to the Governing Documents, Community Association Act, and Nonprofit Act. All Residents and other users of the Project shall be subject to the Governing Documents and Community Association Act.

2.2 Withdrawal

Prior to the Turnover Meeting, the Declarant may withdraw any property owned by it (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property. Such withdrawn property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burdens the withdrawn property for the benefit of any property which is subject to the Declaration. Such withdrawal shall be made by recording a supplement to this Declaration with the Utah County Recorder's

Office, withdrawing the effect of the covenants and restrictions of the Governing Documents from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

3 PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy

Except as otherwise expressly provided in the Governing Documents, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Living Unit. Each Lot shall be bound by, and the Owner shall comply with the Governing Documents for the mutual benefit of the Owners.

3.2 Easements Reserved

In addition to the easements shown on the Map or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

3.2.1 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by this subsection is in addition to the Association's enforcement rights and applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Governing Documents.

3.2.2 Easement for Encroachment. If any part of the Common Areas encroaches on a Lot, an easement for the encroachment and for maintenance shall exist. If any part of a Lot encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Lots. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by good faith mistakes in the repair or reconstruction of the Project.

3.2.3 Utility Easements. The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

3.3 Easements Shown on the Map

Lots shall be subject to the easements shown on the Map.

4 PROPERTY AND USE RIGHTS IN COMMON AREA

4.1 Member's Right of Enjoyment

4.1.1 The Project will have Common Areas as designated in the Map for the benefit of all owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area, but not Limited Common Area, and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2 Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to his Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

4.1.3 No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

4.2 Delegation of Right of Use

Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

4.3 Compliance with Covenants and Restrictions and Rules and Regulations

Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

5 MAINTENANCE

5.1 Association Responsibility

The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas. The Association shall also maintain, repair, and replace the exterior finished surfaces of the walls, soffit, fascia, and roofs of the Living Units.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot or Living Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

5.2 Owner Responsibility

Unless otherwise assigned to the Association in 5.1, all maintenance, repair, and replacement of the Lots, Living Units, Limited Common Area, and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and Living Unit in good repair and in accordance with the Governing Documents and Master Governing Documents. Maintenance, repair, and replacement responsibility shall include, by way of illustration only: all interior and structural components; exterior doors, exterior door frames, exterior door casings, exterior door jambs, exterior door hardware, thresholds, and any weatherproofing required for the exterior doors; garage doors, garage door casing and molding, garage door hardware and openers; windows, window frames, window casing, window hardware, any weatherproofing required for

the windows; driveways, walkways, patios, or any other concrete adjoining the Lot; exterior light fixtures, exterior electrical outlets, light bulbs; HVAC installations; plumbing installations; electrical installations; and any other component of the Living Unit, Limited Common Area, or Lot not expressly assumed by the Association.

5.3 Party Walls

Each wall used as the dividing line between Living Units is a party wall. Nothing in this section shall alter or limit the general rules of law regarding party walls and liability for damage due to negligence, or willful acts or omissions. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use the party wall in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, and is not a covered loss under insurance, either Owner may restore the wall and the other Owner shall contribute to the cost of restoration in proportion to the damage sustained by the Owner compared to all damage to the party wall. The right of an Owner to contribution from any other Owner for party wall costs shall be appurtenant to and run with the land and shall pass to an Owner's successor in title.

6 ASSESSMENTS

6.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

6.2 Declarant's Covenant for Assessments

Declarant shall not be obligated to pay assessments. However, during the period that Declarant owns any Lots, it shall provide the difference between the Association's expenses and actual assessment collections. Declarant may provide the difference with money, services, or in kind.

6.3 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

6.4 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Owners rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

6.5 Regular Assessment

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

6.6 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas or exteriors of Lots. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

6.7 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

6.8 Individual Assessment

Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

6.8.1 Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

6.8.2 Fines, late fees, interest, collection costs (including attorney's fees);

6.8.3 Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;

6.8.4 Reinvestment or transfer fees due at the transfer of a Lot; and

6.8.5 Any charge described as an individual assessment by the Governing Documents;

6.9 Apportionment of Assessments

Regular, special, and supplemental assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

6.10 Nonpayment of Assessment

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

6.11 Application of Payments

Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

6.12 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

6.13 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

6.14 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

6.15 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

6.16 Termination of Utilities/Access to Recreational Facilities

If an Owner fails to pay their assessments, the Association may terminate utility services paid in common and access to recreational facilities. The Board shall establish procedures for terminating utilities and access to recreational facilities, which shall comply with the Community Association Act.

6.17 Collection of Rent from Tenant

If an Owner rents their Lot and fails to pay their assessments, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Community Association Act.

6.18 Appointment of Trustee

The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

6.19 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay six months of assessments, late fees, and penalties.

7 RESTRICTIONS ON USE

7.1 Use of Lots - Residential Use

Each of the Lots in the Project is limited to single-family, residential use only. The use is further

defined by Utah County zoning code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

7.2 No Obstruction of Common Areas

There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.

7.3 Cancellation of Insurance, Illegal Activity

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

7.4 Nuisances

No Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

7.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot, Limited Common Area, or the Common Areas;

7.4.2 The storage of any item, property or thing that will cause any Lot, Limited Common Area, or the Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses.

7.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

7.4.4 The storage of any substance, thing or material upon any Lot, Limited Common Area, or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

7.4.5 The creation or maintenance of any noxious or offensive condition or activity in or about any Lot, Limited Common Area, or the Common Areas;

7.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

7.4.7 Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Community by other residents, their guests or invites;

7.4.8 Excessive noise in, on or about any Lot, Limited Common Area, or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;

7.4.9 Excessive traffic in, on or about any Lot, Limited Common Area, or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;

7.4.10 Allowing a pet to be unleashed while outside of the Living Unit;

7.4.11 Continuous barking, meowing, or other animal noises;

7.4.12 Allowing a pet to urinate or defecate in the Limited Common Area, Common Areas, or failing to clean up immediately any feces deposited by a pet in the Limited Common Area or Common Area.

7.5 Rules and Regulations

No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their guests and invitees about the rules and shall be responsible for their guests and invitees compliance with the rules and regulations.

7.6 Structural Alterations

Except for initial construction and landscaping performed by an agent of Declarant, no improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon shall be made without the prior approval of the Board. No alterations to a Living Unit may be performed without the prior approval of the Board and the appropriate governmental entity. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board.

7.7 Window Coverings

The Board, by rule, may require that certain colors and types of window covering be used.

Under no circumstances shall any cardboard or tinfoil be used as window coverings in the

Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

7.8 Signs

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board.

7.9 Pets

No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two domesticated dogs or cats shall be allowed as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the rules and regulations of the Association.

If a pet owner violates any of pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the premises.

7.10 Storage and Parking of Vehicles

The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

7.10.1 The parking rules and regulations adopted by the Board from time to time.

7.10.2 No vehicles of any kind shall be permitted to be parked on any private street within the property between the hours of 12:00 A.M. and 6:00 A.M.

7.10.3 No recreational, commercial or oversized vehicles shall be allowed within the Project unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, or for purposes of loading or unloading passengers or supplies (for a period of time up to 24 hours).

7.10.4 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot or parking space or to create an obstacle.

7.10.5 Residents may only park their motor vehicles within their garages and driveways.

7.10.6 No resident shall repair or restore any vehicle of any kind in, on a Lot (outside the garage), Limited Common Areas, or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

7.10.7 No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

7.11 Aerials, Antennas, and Satellite Dishes

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Lot. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not interfere with reception.

7.12 Timeshares

Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any condominium be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

7.13 Temporary Structures, etc.

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless first approved in writing by the Board.

7.14 Repair of Buildings

No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

7.15 Subdivision of Lots

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration.

7.16 Clothes Drying Facilities

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property.

7.17 Front Porches

Front porches are required to be maintained in a clean and tidy fashion. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the aesthetic of the Project to be removed from the front porch.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

7.18 Off Road Vehicles

No off road motor vehicles, including but not limited snow mobiles, three wheelers or four

wheelers may be driven on the roads, streets, footpaths, walkways, Limited Common Areas or Common Areas within the Project.

7.19 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited.

8 MEMBERSHIP AND ASSOCIATION

8.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

8.2 Voting Rights

Voting is governed by the Bylaws.

8.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

8.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

8.5 Adoption of Bylaws

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

9 DECLARANT RIGHTS

9.1 Administrative Control of Association

Declarant shall assume full administrative control of the Association through an appointed interim Board, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date the last Lot to be developed upon the Property is sold.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

9.2 Other Rights

In addition to any other rights under the Governing Documents, as long as Declarant owns at least one Lot within the Property Declarant:

9.2.1 Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and

their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

9.2.2 "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property.

9.2.3 Declarant Exemption. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

9.3 Easements Reserved to Declarant

9.3.1 The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Map as "public utility easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Map.

9.3.2 An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and

9.3.3 Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

9.3.4 The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

9.3.5 The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Map.

9.3.6 The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Map. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this

Declaration, or as laid down and shown on the Map, without the prior written approval of the Board.

9.3.7 Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

9.3.8 Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

10 COMPLIANCE AND ENFORCEMENT

10.1 Compliance

Each Owner or Resident of a Lot shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

10.2 Remedies

Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

10.2.1 To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;

10.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

10.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

10.2.4 To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

10.2.5 The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Governing Documents; or

10.2.6 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

10.3 Action by Owners

Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

10.4 Injunctive Relief

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

10.5 Hearing

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

11 INSURANCE

11.1 Types of Insurance Maintained by the Association

11.1.1 Property and liability insurance for the Townhomes and Common Areas as required by Community Association Act Sections 401 through 407, as amended or replaced from time to time;

11.1.2 Directors and officers for at least \$1,000,000.00; and

11.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

11.2 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

11.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

11.4 Insurance by Owner

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's deductible.

11.5 Payment of Deductible

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Community Association Act Section 405(7)-(8), as amended or replaced from time to time.

11.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

11.7 Damage to the Project/Insurance Proceeds

If the Project is damaged or destroyed, the Association shall follow Community Association Act Section 407, as amended or replaced from time to time, to determine whether to rebuild and how to use insurance proceeds.

12 AMENDMENT AND DURATION

12.1 Amendments

12.1.1 Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.

12.1.2 Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Utah County Recorder's Office, Utah.

12.1.3 Declarant's Right to Amend. Notwithstanding anything in this Declaration, so long as the Class B membership exists, the written consent of the Declarant is required to amend this Declaration or the Map. As long as Declarant owns any Lot, the Declarant shall have the unilateral right to amend the Declaration.

13 MISCELLANEOUS PROVISIONS

13.1 Professional Management

The Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

13.2 Invalidity; Number; Captions

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

13.3 Joint Owners

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint

and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

13.4 Lessees and Other Invitees

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

13.5 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

13.6 Waiver, Precedent and Estoppel

No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

13.7 Notice of Sale, Mortgage, Rental, or Lease

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

13.8 Taxes on Lots

Each Owner will pay all taxes which may be assessed against him or his Lot.

13.9 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

13.10 Conflicts

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized representative.

DATED: _____.

DECLARANT:

Pony Express Town Homes, LLC

By: _____
Its: _____

STATE OF UTAH)
 :ss.
County of _____)

On this ____ day of _____, 2013, personally appeared before me _____ who being by me duly sworn, did say that they are the authorized agent of the Declarant authorized to execute this Declaration and did certify that this Declaration was approved by Declarant's members.

NOTARY PUBLIC

Exhibit A

Legal Description

Beginning at a point on the Northerly Right-of-Way line of Pony Express Parkway, which point is North 89°10'11" West along the Section line 1336.74 feet and North 66.00 feet from the South Quarter Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running

thence North 89°10'11" West 265.00 feet parallel to the Section Line and along the North Right-of-Way Line of said Pony Express Parkway;

thence North 1438.30 feet;

thence South 89°10'11" East 265 feet;

thence South 1438.30 feet to the point of beginning.

Contains 381,110 Square Feet or 8.749 Acres and 49 Townhomes.

Exhibit B

Bylaws of Pony Express Townhomes HOA

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.

2.2 Annual Meeting

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of Directors;
- 2.2.6 Review of reserve analysis, vote on funding reserves;
- 2.2.7 Unfinished business from preceding annual meeting; and
- 2.2.8 New business.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The

Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Utah County.

2.5 Conduct of Meeting

The President shall preside over all meeting of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

2.6 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

2.7 Voting

The Association shall initially have the following two classes of votes:

2.7.1 **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

2.7.2 **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to 2 votes for every Lot owned by Declarant plus 2 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last lot.

If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if he has paid assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the

passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

2.12 Record Date

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

3 BOARD OF DIRECTORS

3.1 Number and Qualification of Directors

There shall be three Directors. Except for Directors appointed by Declarant, Directors must be Members in good standing.

3.2 Selection and Term of Directors

After the Turnover Meeting, Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms an Owner may serve as a Director. Directors terms shall be staggered as follows: (i) two Directors shall be elected in years ending with an even number; and (ii) one Director shall be elected in years ending with an odd number. At the initial election of the Directors, the newly elected Directors shall determine their terms.

3.3 Vacancies

After the Turnover Meeting, director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

After the Turnover Meeting, a Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

After the Turnover Meeting, any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

3.5 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted at the next regular meeting of the Board or may be conducted at a special meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days prior to the meeting.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

3.10 Notice and Waiver of Meeting Notice

Notice to Directors may be personally delivered, mailed, or delivered by any available electronic mean, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act, the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas and exterior of Living Units;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of Living Units, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;
- 3.12.15 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board shall employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers

by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work. However, Directors may seek reimbursement for actual costs and mileage incurred during their service.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give

financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs and mileage incurred during their service.

5 NOTICE

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners may be delivered using the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Lot or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Lot or to any other address designated by the Owner in writing to the Association;

5.1.1.3 By posting on the Association website; or

5.1.1.4 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

7 AMENDMENT TO BYLAWS

7.1 Amendments

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

8 MISCELLANEOUS

8.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc.

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed by its duly authorized officers.

DATED: _____.

DECLARANT:
PONY EXPRESS TOWN HOMES, LLC

By: _____
Its: _____

STATE OF UTAH)
 :SS.
County of _____)

On this ____ day of _____, 2013, personally appeared before me
_____ who being by me duly sworn, did say that they are the authorized
agent of the Declarant authorized to execute these Bylaws and did certify that these Bylaws were
approved by Declarant's members.

NOTARY PUBLIC



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
OCTOBER 27, 2020**

TITLE:	Scenic Mountain Phase C (Concept Plan)
ITEM TYPE:	Concept Plan
APPLICANT:	Julie Smith (Fieldstone Homes)

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Pete Kane, Planning

BACKGROUND:

Scenic Mountain is a project that includes just under 35 acres of land on the south side of SR-73 and northeast of The Ranches at the municipal boundary with Saratoga Springs. The project was granted an approved master development plan and agreement, with the latest amended and restated agreement dating back to March 2017.

The master development agreement (MDA) breaks the project into three planning areas:

- Planning Area 1 (Phase A) - single-family home cluster development (under the previous Tier III residential zoning designation) with a right to build up to 86 residential units with a gross density not more than 5.49 units/acre. This phase includes about 15.65 acres of land.
- Planning Area 2 (Phase B) - a townhome development (under the previous Tier III residential zoning designation) with a right to build up to 83 townhome units with a gross density not more than 8.23 units/acre. This phase includes about 10.09 acres of land.
- Planning Area 3 (Phase C - the subject of this concept plan) - preserved as a flexible use area development allowing either a commercial office/retail development; residential units under the previous Tier III-Tier IV subdivision requirements; or a combination of residential and commercial units. The MDA limits the residential development in this phase to 120 units. This phase includes about 7.22 acres of land.

The MDA also requires a slope transition area/natural open space along the eastern and southeastern portions of Phase C due to topography and to create a transition between the uses. Phase C does not include any required improved park areas; these were identified

to be included in the first two phases. Phase C does however require 1,000 square feet of open space per each residential unit.

The concept plan calls for utilizing the built (but not finalized) N Mt. Airey Drive which creates a connection to SR-73 and Phase A as well as the built (but not finalized) road running east-west to connect into Phase B. The land use proposed is a townhome residential use (84 units) with alley-loaded garages. The townhome buildings will vary in unit count between two up to seven. Off-street (and street-adjacent) guest parking is included throughout the project. A pickelball court is planned along N Mt. Airey Drive. There is also over 2 acres of open space which exceeds the required 1,000 sf of open space per unit and includes the area of slope transition.

ITEMS FOR CONSIDERATION:

CITY CODE COMPLIANCE

The MDA provides the development of the project in accordance with the provisions of the Code, ordinances, and regulations in effect as of the date of the MDA (being March 2017). It also includes a statement that "[n]otwithstanding anything to the contrary herein, any City ordinance, amendment to the City's laws, or other development standard enacted by the City after the date of this Agreement which has the effect of prohibiting and/or materially and unreasonably restricting Developer's rights to develop the vested densities set forth in this Agreement and the Master Development Plan for the Property shall be inapplicable to the Property...and shall not affect or regulate the development and use of the Property, unless the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized by applying the provisions of this Agreement." Feedback provided in this report is based on references to the current code as it may be determined they would not "materially" or "unreasonably" restrict the Developer's rights.

ACCESS

The development of Phase C will utilize the road network under construction in the development which will provide access to the north to SR-73, access to the south to Phase A, and access to the east to Phase B.

TOWNHOMES

Renderings of the proposed townhomes are attached and demonstrate

a mix of materials, details, and color tones. The current development code restricts the maximum number of units to a townhome structure to six units for the MF1 zone and 12 units for the MF2 zone. This phase of the project was granted development rights under the previous Tier III-Tier IV which roughly translates to MF1-MF2. The concept plan includes two buildings of seven units.

The minimum distance between multifamily structures under the development code that applies to the project is 20 feet. The current code requires a minimum distance of 15 feet in the MF1 and 20 feet in the MF2.

CONCEPT PLAN

Per EMMC 16.15.040, the concept plan is missing some elements: property boundary dimensions, ownership of adjacent tracts of land, roadway widths, and general topography.

SIDEWALKS

Based on the alley-loaded garages for the townhomes, sidewalks will be necessary around the building perimeters to aid in emergency access to the front doors of the residences.

GARAGES

The current development code requires garages of 22' x 22'. The development code at the time of the MDA execution required a size of 20' x 20'. It's recommended that the developer comply with the current code requirement. The requirement was amended by the City due to the change in automobile buying habits for larger vehicles. If the garages are smaller in size, there's a greater likelihood that homeowners may end up needing to park in the guest parking spaces or on roadways.

OFF-STREET PARKING

The off-street parking requirement for townhomes is currently the same under the current development code as it was at the time of execution of the MDA which states "2 stalls per dwelling unit (not in tandem configuration) plus 1 guest parking space per 3 dwelling units. 1 space per unit to be within a fully enclosed garage." Based on the proposed 84 units of townhomes, the project would need to provide 28 off-street parking spaces. The plan calls for parallel parking along the east-west road, however, the applicant has stated these spaces would be outside of the dedicated right-of-way.

Including those 15 parallel parking spaces, there's a total of 35 guest parking spaces identified on the plan.

UTILITY SERVICE

Engineering has requested that the applicant confirm that the lots are able to be gravity connected to the existing sewer or if a lift station will be needed.

REQUIRED FINDINGS:

There are no required findings for concept plan applications.

RECOMMENDATION:

The Planning Commission is recommended to review the concept plan and discuss the development intentions with the applicant. Any feedback provided by the Planning Commission is non-binding and may be used by the applicant and property owner to guide them in the preparation of subsequent development applications.

ATTACHMENTS:

[Concept Plan](#)

[Townhome Rendering](#)

[Scenic Mountain - Approved Land Use Plan](#)

[Scenic Mountain - Approved Conceptual Residential Plan](#)

[Scenic Mountain - Approved Park and Open Space Plan](#)

[Scenic Mountain Master Development Agreement - Amended and Restated 2017](#)

VICINITY MAP

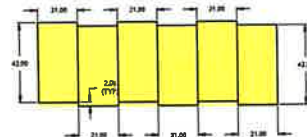


TABULATIONS

TOTAL ACREAGE:
TOTAL # OF UNITS:
TOTAL # OF LOTS:
TOTAL OPEN SPACE:
TOTAL ACREAGE IN ROW:
TOTAL PARKING:
GARAGE:
DECK:

5.86 ACRES
65 UNITS
14.08 UNIT/ACRES
2.37 AC
0.61 AC
200 SPACES
184 SPACES
16 SPACES

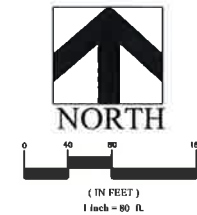
TYPICAL UNIT ENVELOPE



SCENIC MOUNTAIN
EAGLE MOUNTAIN, UTAH
PHASE C - CONCEPT

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GENERAL NOTE:

MINIMUM 10 FOOT SEPARATION BETWEEN BUILDINGS.

- FLEX USE
- TOWNHOMES
- CLUSTER HOMES

Description	Square Feet	Acres	Percent
Total Area of Overall Project	1,516,629	34.82	100%
Total Unbuildable Land (25%+ Slopes)	275,175	6.32	18%
Total Buildable Acreage	1,241,454	28.50	82%
Tier III Cluster Homes	681,913	15.45	45%
Tier III Town Homes	439,459	10.09	29%
Flex Use Area	314,477	7.22	21%
Improved Open Space	289,000	6.63	

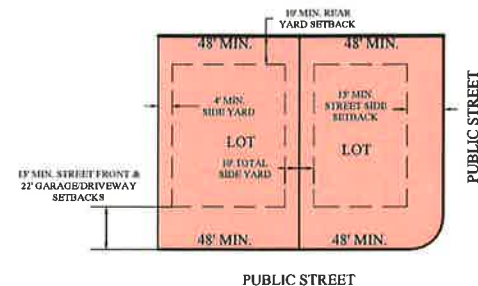
Densities	Upto No. Units	Units/Acre
Tier III Cluster Home Density	86	5.49
Tier III Town Home Density	83	8.23
Units Outside UDOT Acquisition Parcel (area=4.87 acres) = 40		
Units Within UDOT Acquisition Parcel (area=5.23 acres) = 43		
Flex Use Density	120	16.69
Units Outside UDOT Acquisition Parcel (area=5.48 acres) = 91		
Units Within UDOT Acquisition Parcel (area=1.74 acres) = 29		
Overall Density	289	10.16

** PORTIONS OF THE NATURAL OPEN SPACE MAY BE BUILDABLE.

WEST ACCESS CONNECTION STUB

INVERNESS/
CONNECTION TO
MT. AIREY DRIVE

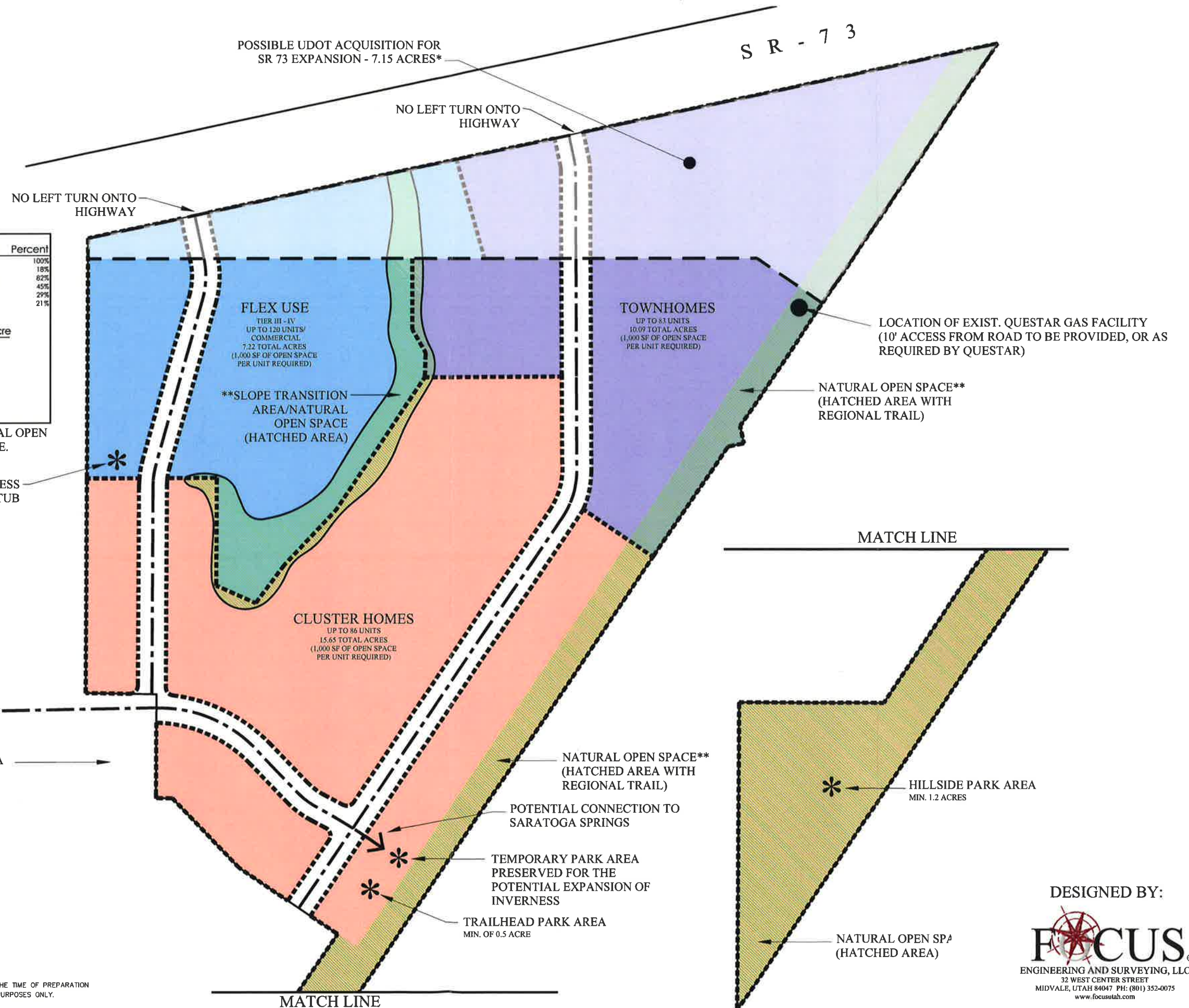
RETENTION AREA



CLUSTER SETBACK DETAIL

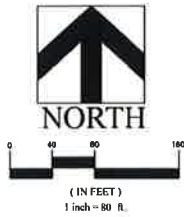
GENERAL NOTE:

INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.



DESIGNED BY:

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



CONCEPT NARRATIVE RESIDENTIAL

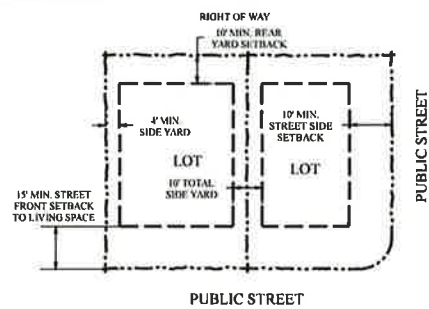
Description	Square Feet	Acres	Percent
Total Area of Overall Project	1,516,628	34.82	100%
Total Unbuildable Land (25%+ Slopes)	275,175	6.32	18%
Tier III (Single Family, Pad, and Townhomes)	1,203,421	27.63	79%
Tier IV (Condo Development)	313,207	7.19	21%
Improved Open Space (Six Park Areas)	162,061	3.72	
Undeveloped Open Space	306,988	7.05	
Total Open Space	469,049	10.77	

Densities	No. Units	Units/Acre
Tier III Density	169	6.12
Tier IV Density	120	16.69
Overall Density	289	8.30

Unit Counts	Unit Count
Single-Family Lots	100
Townhomes (East Village)	61
Condominiums	120
Total	281

Description	Square Feet	Acres	Percent
Park Area 1	24,825	0.57	15%
Park Area 2	12,322	0.28	8%
Park Area 3	35,582	0.82	22%
Park Area 4	16,054	0.37	10%
Park Area 5	10,584	0.24	7%
Park Area 6	53,758	1.23	33%
Park Area 7	8,936	0.21	6%
Total Improved Open Space	162,061	3.72	100%

SETBACK DETAIL



GENERAL NOTE:

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PARK AND OPEN SPACE PLAN

Description	Square Feet	Acres	Percent
Total Acrea of Overall Project	1,516,628	34.82	100%
Total Unbuildable Land (25%+ Slopes)	275,175	6.32	18%
fler III (Single Family, Pad, and Townhomes	1,203,421	27.63	79%
fler IV (Condo Development)	313,207	7.19	21%
Improved Open Space (Six Park Areas)	168,953	3.88	
Undeveloped Open Space	306,988	7.05	
Total Open Space	475,941	10.93	

Densities	No. Units	Units/Acre
fler III Density	169	6.12
fler IV Density	120	16.69
Overall Density	289	8.30

Unit Counts	Unit Count
Single-Family Lots	100
Townhomes (East Village)	61
Condominiums	120
Total	281

Description	Square Feet	Acres	Percent
Park Area 1	24,825	0.57	15%
Park Area 2	12,322	0.28	7%
Park Area 3	35,582	0.82	21%
Park Area 4	16,054	0.37	10%
Park Area 5	10,584	0.24	6%
Park Area 6	53,758	1.23	32%
Park Area 7	15,828	0.36	9%
Total Improved Open Space	168,953	3.88	100%

Total Trail Length (8' Wide)	4,314	Linear Feet
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PARK AREA 4
TURF, 8' ASPHALT TRAIL AND TREES

BENCHES W/SHADE TREES
PLAYGROUND - \$35,000
TREES AND TURF
PARK AREA 2

PARK AREA 1
EAGLE MTN SIGN
TURF, TREES, AND 8' ASPHALT TRAIL

PARK AREA 3
8' ASPHALT TRAIL, CLUBHOUSE, POOL, TREES, AND TURF
PARK AREA 7
TRAILHEAD, PARKING (5 STALLS), TURF, TREES, 10' ASPHALT TRAIL TO QUESTAR FACILITY

MATCH LINE

PARK AREA 6
TURF, 8' ASPHALT TRAIL, BENCH W/SHADE TREES, AND TREES

PARK AREA 5
8' ASPHALT TRAIL AND TREES

MATCH LINE

GENERAL NOTE:
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DESIGNED BY:
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When Recorded Return To:

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

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR THE
SCENIC MOUNTAIN DEVELOPMENT**

This *Amended and Restated Master Development Agreement for the Scenic Mountain Development* (this “Master Development Agreement” or “Agreement”) is entered into between Eagle Mountain City, a municipal corporation of the state of Utah (the “City”), Scenic Mountain Partners, LLC, a Utah limited liability company (“Scenic Mountain”), and Fieldstone Scenic Mountain, LLC, a Delaware limited liability company (“Fieldstone”) (Scenic Mountain and Fieldstone shall be collectively known as “Developer”). Together, the City and Developer are the “Parties” to this Agreement, and individually each is a “Party” hereto.

This Agreement is made with reference to the following facts.

A. Developer has submitted to the City an application for a new residential development to be known as Scenic Mountain (the “Project”). The Project consists of approximately 34 acres of land (the “Property”) located south of Highway 73. The parcel numbers of land comprising the Property are as follows:

- (i) Utah County Parcel No. 58:033:0309
- (ii) Utah County Parcel No. 66:307:0102
- (iii) Utah County Parcel No. 58:033:0269
- (iv) Utah County Parcel No. 58:033:0283
- (v) Utah County Parcel No. 58:033:0285
- (vi) Utah County Parcel No. 58:033:0154

A legal description of the Property is attached hereto as Exhibit “A.”

B. The Parties have authority to enter into this Agreement regulating the zoning and use of the Property pursuant to Utah Code Ann. § 10-9a-102(2) and Section 16.10.060 of the City Code of Eagle Mountain City.

C. As set forth below, the Parties intend that the Project will be zoned for residential and commercial use in accordance with Chapter 17.25 and 17.35 of the City Code of Eagle

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Mountain City, and except as otherwise provided in this Agreement, will be improved in compliance with procedures and standards in the City Code of Eagle Mountain City (the "City Code" or "Code") and consistent with the terms of this Master Development Agreement.

D. A plan which depicts the zoning for the areas within the Project, and land uses which will be allowed by the City ("Land Use Map") is attached as Exhibit "B".

E. Fieldstone Scenic Mountain, LLC is the owner of Utah County Parcel No. 58:033:0154 and is the successor in interest to Tracy K. Gibbs ("Gibbs").

F. On or about September 10, 2009, the City, Scenic Mountain, and Gibbs entered into a *Master Development Agreement for the Scenic Mountain Development* (the "Original Agreement") which encumbered certain land in Utah County, including the Property.

G. The City, Scenic Mountain, and Fieldstone (as successor in interest to Gibbs) now wish to amend and restate in its entirety the Original Agreement with the effect that this Agreement shall completely supersede and replace all of the terms, conditions, and provisions set forth in the Original Agreement.

H. The Parties wish to define the rights and responsibilities of the Parties with respect to the development of the land and funding of improvements in the Project which is approved by the City in this Agreement. This Agreement is sometimes referred to herein as the "Master Development Agreement."

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties contained herein, and for other valuable consideration received, the Parties agree as follows:

1. Governing Standards. The Parties agree that the recitals stated above are incorporated into and form a part of this Agreement. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the provisions of the Code, ordinances, and regulations (collectively "City's Laws") in effect as of the date of this Agreement, and the provisions of this Agreement. This Agreement contains certain requirements and conditions for development of the Property and the Project in addition to those contained in the City's Laws. Development of the Property and the Project shall be governed by the procedures, standards and requirements of the City's Laws in effect as of the date of this Agreement, the approved final plat or plats for the Project, and the Master Development Plan for the Project approved by the City. In the event of a conflict between the terms of the City's Laws then in effect and the terms of this Agreement, the terms of this Agreement shall control, except as provided in Section 2.2(B) of this Agreement.

2. Zoning, Density, and Land Use Standards. The Project will be zoned for

residential uses in accordance with Chapter 17.25 of the Code in effect as of the date of this Agreement and allow for commercial uses in accordance with Chapter 17.35 of the Code in effect as of the date of this Agreement as depicted in the Land Use Map along S.R. 73 at the west end of the subject property. The Land Use Map shall be the official zoning map for the Property.

2.1 Planning Areas and Densities. The total Project densities are as follows:

Total Land Area:	34.82 acres
Total Buildable Acres:	28.50 acres
Total Residential Units:	289 units (86 single family and cluster homes, 83 townhomes, and 120 Tier III - IV multi-family units)
Improved Open Space:	Not less than 1,000 SF per Residential Dwelling subject to Section 2.5 herein and the actual number of units approved at Final Plat application.

The overall density of the Project may not exceed an average of 10.15 residential units (each a "Unit") per buildable acre of the Project or a total of 289 Units. The numbers of Units granted for each Planning Area are ceilings and not a minimum number of units that the Developer is guaranteed by the City to be able to build. The City makes no guarantee or warranty that the entitled Units can be achieved, and the parties acknowledge that setback requirements, open space requirements, road layouts infrastructure requirements or other similar constraints may prevent the use of all vested density. The Property is divided into three separate planning areas (each a "Planning Area" and collectively the "Planning Areas"). The 289 total Units are, pursuant to this Agreement, allocated between the three Planning Areas. The Planning Areas are depicted on the Land Use Map attached hereto as Exhibit "B."

- A. The first Planning Area will be a Tier III single family, cluster home development, subject to the provisions of this Agreement. This area will consist of approximately 15.65 acres, as shown on Exhibit "B". Upon approval and execution of this Agreement, Developer shall have the right to build up to 86 residential Units on the Cluster Home parcel, or a gross density of not more than 5.49 units per acre as shown in the Master Development Plan. A preliminary concept plan for the Project is attached hereto as Exhibit "C."
- B. The second Planning Area ("Townhome Parcel") will be a Tier III townhome development, subject to the provisions of this Agreement. This area will consist of approximately 10.09 acres, as shown on Exhibit "B". Upon approval and execution of this Agreement, Developer shall have the right to build up to 83 townhome units on the townhome parcel, or a gross density of not more than 8.23 units per acre as shown in the Master Development Plan.

Refer to Section 2.5 of this Agreement and the Master Development Plan for the reduction of units as a result of UDOT property acquisition.

- C. The third Planning Area will be preserved as a flexible use area development, subject to the provisions of this Agreement, and may be developed with commercial office or retail development, or residential units which meet the Tier III -Tier IV subdivision requirements, or a combination of the residential and commercial uses (the "Flex Use Parcel"). The Flex Use Parcel will consist of approximately 7.22 acres, as shown on Exhibit "B". Upon approval and execution of this Agreement, Developer shall have the right to build commercial office or retail uses in accordance with Chapter 17.35 of the current Code or up to 120 residential units on the Flex Use Parcel.

2.2 Bonus Density Requirements. At the time that any phase of a Planning Area is developed such phase must contain improvements which comply with the Residential Bonus Density Entitlement Requirements as provided in Chapter 17.30 of the current Code (hereafter the "Bonus Density Requirements") in effect as of the date of this Agreement applicable to such phase of the Planning Area. Subject to the terms of this Agreement, the Developer shall comply with all other applicable requirements for each phase of subdivision within the Project as contained in the applicable Code provisions in effect as of the date of this Agreement. The City will not approve a preliminary subdivision plat or site plan for any phase of a Planning Area until Developer has demonstrated how the applicable Bonus Density Requirement for that particular phase of a Planning Area will be accomplished. Nevertheless, the final plat for each phase of a Planning Area will be approved if Developer complies with all the requirements of this Agreement and the City Code. Furthermore, nothing herein shall be deemed as requiring the Developer to build the number of Units approved for a Planning Area. The right to develop Units is not transferable between Planning Areas

2.3 Vested Rights. To the maximum extent permissible under the laws of the State of Utah and the United States, the Parties intend that this Agreement grants to Developer the right to develop the Property in fulfillment of this Agreement without modification or interference by the City except as specifically provided herein.

- A. The Parties intend that the rights granted to Developer under this Agreement are contractual and, in addition, constitute "vested rights," as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2016) as to the provisions of this Agreement, including the approved density and number of dwelling units set forth above.
- B. Notwithstanding anything to the contrary herein, any City ordinance, amendment to the City's laws, or other development standard enacted by the City after the date of this Agreement which has the effect of prohibiting

and/or materially and unreasonably restricting Developer's rights to develop the vested densities set forth in this Agreement and the Master Development Plan for the Property shall be inapplicable to the Property (or modified to the extent necessary to permit Developer to develop the vested densities set forth in this Agreement and the Master Development Plan for the Property) and shall not affect or regulate the development and use of the Property, unless the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized by applying the provisions of this Agreement.

2.4 Right to Develop. The City's approval of the Master Development Plan and the execution of this Agreement grant the Developer the right to develop the Property and construct the Project in accordance with the uses, maximum densities, improvements and general configuration of development for the Project set forth in this Agreement and the Master Development Plan for the Property. In the event of any conflict between the Code and the express terms of this Agreement or between the Code and the Master Development Plan for the Property, the express terms of this Agreement and the Master Development Plan shall control, except as provided in Section 2.3(B) of this Agreement.

2.5 UDOT Property Acquisition. UDOT has expressed an interest in acquiring a portion of the Property by the power of eminent domain for purposes of widening or expanding SR-73. Exhibit "B," the Land Use Map, designates 7.15 acres as "Possible UDOT Acquisition for SR 73 Expansion." If, and only if, a portion of the Townhome Parcel is taken by UDOT or any other entity with the power of eminent domain, the vested number of residential units for the Townhome Parcel identified in Section 2.1 will be reduced in the same proportion as the acreage of Townhome Parcel taken in comparison with the total acreage of the Townhome Parcel. Likewise, if, and only if, a portion of the Flex Use Parcel is taken, the vested number of residential units and commercial uses for the Flex Use Parcel will be reduced in the same proportion as the acreage of the Flex Use Parcel taken in comparison with the total acreage of the Flex Use Parcel. Notwithstanding anything to the contrary, the Developer may modify the Planning Areas to accommodate a relatively similar mix of uses identified in the Master Development Plan as long as the remaining Property shall not exceed an average of 10.15 units per acre.

2.6 Proposed Land Uses. The proposed land uses set forth on the Park and Open Space Plan (The Concept Plan) are conceptual and do not dictate the final type or layout of buildings within the Project.

2.7 Developer Flexibility. Notwithstanding any other provision of this Agreement, the Parties understand that the final layout of the Project may vary slightly from the concept currently proposed by the Developer. Subject to the zoning, density, and other requirements of this Agreement, the layout and configuration of the Project as

set forth in the Land Use Map, the Open Space Plan, and the other exhibits attached to this Agreement is subject to further revisions so long as such revisions comply with the general layout of building types in the proposed Master Development Plan.

2.8 Development Requirements. Developer shall construct improvements to meet the Bonus Density Requirements within each Planning Area, and shall comply with the Park and Improved Open Space Requirements found in Chapter 16.35.105, and other development requirements found in the City Code in effect as of the date of this Agreement. In addition, Developer shall be required to meet all requirements of the International Building Code and International Fire Code for all buildings in the Project.

2.9 Future Land Use Applications. The approval processes for development applications for the Project shall be as provided in this Agreement, the Master Development Plan for the Property, and the Code. Development applications shall be approved by the City if they comply with the Applicable Codes in effect on the date of this Agreement, except as provided in Section 2.2(B) of this Agreement. Nothing in this Section 2.9 shall be construed to require Developer to obtain further City zoning approval with respect to the use or density provided herein. The City and Developer shall cooperate reasonably in promptly and fairly processing applications.

2.10 Phasing. The City acknowledges that Developer, or future assignees, may develop the Project in phases. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors. Subject to the terms and conditions of this Agreement, the timing, sequencing, location and phasing of the Project shall be as determined by Developer in its reasonable business judgment.

2.11 Approved Setbacks for Cluster/Patio Homes. Any Cluster/Patio type units that comply with the definition of "cluster home" in EMMC 17.10.030 and approved for the Tier III Parcel as shown on the Land Use Map attached hereto as Exhibit "B" will be allowed to have a minimum side setback of 5 feet, and a minimum rear yard setback of 10 feet. Corner lots shall have minimum setback of 15 feet on the side yard adjacent to the street. Front setbacks shall comply with City Code requirements.

2.12 Intentionally Deleted.

3. Improved Open Space and Trails. The Project is currently contemplated to contain 13.68 acres of total open space with 1,000 square feet of Improved Open Space per each residential unit. All Improved Open Space must meet the requirements set forth in Section 16.35.105 of the Code in effect as of the date of this Agreement, including, but not limited to, containing 10 points per 0.1 acre or a total of 663 points for the 6.63 acres

of Improved Open Space according to Table 16.35.130(c). Developer has prepared a conceptual plan for the Improved Open Space within the Planning Areas ("Open Space Plan") which is attached hereto as Exhibit "D."

4. Community Recreation Center. The Project proposes one Community Recreation Center for the Townhome and Cluster Lot portion of the development and one other Community Recreation Center in the Flex Use Parcel. It is the intent of the Developer and City that the Community Recreation Centers will meet the Residential Zone Bonus Density Entitlements section in the City Code in effect as of the date of this Agreement for the Planning Areas within the Project. The Community Recreation Centers will be the property of the HOA and all costs and maintenance will be the responsibility of the HOA. These facilities shall be available for use by all future residents of the Project, subject to the properly promulgated rules and regulations of the HOA uniformly applied. The construction of the Community Recreation Centers shall commence no later than upon the sale of ten percent (10%) of the number of units within the Planning Area in which the Community Recreation Center is located. If not already constructed, the Community Recreation Centers will be bonded for with the other subdivision improvements. The construction of a pool shall commence no later than upon the sale of ten percent (10%) of the units in the Planning Area in which the pool is located. The pool must be completed upon the sale of fifty percent (50%) of the units in the Planning Area in which the pool is located. The pool must be bonded for with the subdivision improvements. Notwithstanding anything to the contrary, if the Flex Area is developed with only commercial uses the applicable Planning Area will not be required to provide a Community Recreation Center. In addition, and pursuant to section 2.5 of this Agreement, if a portion of the property is acquired by UDOT and the overall number of units is reduced below 250 units, Developer shall only be required to provide a Community Recreation Center.

5. Parks. The Project will include several parks. A depiction of each park showing the current anticipated configuration for parks and amenities is indicated on the Open Space Plan attached hereto as Exhibit "D." Nevertheless, the Parties understand and agree that the final configuration and layout of the parks may vary from the depiction on Exhibit "D" as the Project subdivision is finalized. Parks located in each phase of development shall be fully improved prior to recording the plat for that phase, or a separate cash deposit or cash escrow must be put in place with the city with each plat to cover 150 percent of the pro rata anticipated cost of park improvements to meet the required Improved Open Space and points requirements for each plat.

6. Improved Open Space Areas. Other Improved Open Space within the Project shall include grassy areas and other amenities typical to a neighborhood park. The Improved Open Space areas shall be the property of the HOA and all costs and maintenance shall be the responsibility of the HOA upon completion of the same.

6.1 Neighborhood Trails. As a component of the Development of the Project and the Improved Open Space, a neighborhood trail system shall be installed in the Project including a trailhead park area near the north end of the Project and adjacent to the Regional Trail portion of the plan with parking at a minimum of 5 parking stalls. The current anticipated location for the trail system is indicated on the Open Space Plan. Nevertheless, the Parties understand and agree that the final configuration and layout of the trail system may vary from the depiction on the Open Space Plan attached as Exhibit "D" as the Project subdivision plan is finalized. The neighborhood trails shall be constructed with a solid concrete or asphalt surface or other surface reasonably acceptable to the City. Each section of the neighborhood trail shall be improved along with the infrastructure for any adjacent subdivision phase in the Planning Areas, or Developer shall place into escrow with the City reasonably sufficient funds to improve that section prior to recording a subdivision plat for any adjacent phase of the Planning Areas. Unless, and until dedicated to, and accepted by, Eagle Mountain City, the neighborhood trail shall be the property of the HOA and all costs and maintenance shall be the responsibility of the HOA upon completion of the same.

6.2 Regional Trail. An 8-foot wide asphalt trail shall be constructed within or near the gas line or power line corridor on the eastern edge of the project, as depicted on the Open Space Plan (A 12-foot utility access road shall be constructed where indicated on the plan to provide access for Questar to their facility unless some other means of acceptable access is provided). This trail shall be improved according to Section 16.35.105-A10 of the Code in effect as of the date of this Agreement, which requires full improvement of the pro rata anticipated trail improvements prior to recording each plat that has such trail improvements in the Project, or a separate cash deposit or cash escrow to be put in place within the City with each plat that has such trail improvements to cover 150 percent of the pro rata anticipated cost of the trail improvements.

6.3 Exit Sign Open Space. The Project contains an open space area for a sign indicating the City boundaries for Eagle Mountain City and thanking people for visiting Eagle Mountain City (the "Exit Sign Open Space"). Developer shall install landscaping in the Exit Sign Open Space area, and dedicate the Exit Sign Open Space area to the City to allow the City to locate a sign or other monument at the City's expense. The HOA shall maintain the landscaping in the Exit Sign Open Space area, but all maintenance costs for the sign or monument shall remain the responsibility of the City, unless a separate maintenance agreement is approved by the Developer or Home Owners' Association and the City at a later date.

7. Slopes. A depiction of the current anticipated slope plan for the Project is attached as Exhibit "E." Nevertheless, the Parties understand and agree that the final configuration and layout of the slope plan may vary from the depiction shown on Exhibit "E."

8. Home Owners' Association. Prior to the recording of any residential subdivision plan for a residence to be constructed within the Project, a Home Owner's Association (the "HOA") shall be formed and organized with the State of Utah Division of Corporations and Commercial Code and covenants, conditions, and restrictions applicable to the Project ("CC&Rs") shall be recorded against the Property. Among other things, the CC&Rs shall give the HOA authority to impose and enforce architectural controls consistent with the City's Laws and this Agreement. A copy of current anticipated elevations for the townhome component of the Project is attached hereto as Exhibit "F." Nevertheless, the Parties understand and agree that the final configuration of the townhome elevations must comply with the City Laws and will vary from the depiction shown on Exhibit "F."

9. Buffer Area and Transitioning Requirements. Developer agrees to comply with all transitioning requirements set forth in the Code. The City and Developer agree that the current configuration of the Project does comply with the transitioning requirements.

10. Dedication of Facilities. Except as otherwise provided in this Agreement, Developer agrees to dedicate to the City, free and clear of all financial encumbrances, all required utilities, streets, utility facilities, and other public improvements for the use of utilities, roads, and other public ways. These facilities shall be dedicated in conjunction with the approvals of the respective subdivision plats within the Project.

11. Streets and Roads. Subject to section 14 of this Agreement, the street on the western portion of the project that connects Inverness Lane to Highway 73, as well as the continuation of Inverness Lane through the project, shall include a minimum of 32 feet of asphalt within the fifty-three (53) foot right-of-way required for local streets. The developer may adjust the sidewalk and park strip widths to four (4) feet respectively to accommodate the additional asphalt within the Development. City may require Developer to install no parking signs on one side of any streets with 32 feet of asphalt and stripe such streets to only allow for parking on one side. All streets within the Project shall comply with the Code in effect as of the date of this Agreement with respect to street width, cross-slope, curb and gutter, sidewalks, planter strip width, street trees, number of lanes, lane widths, signed speed, parking and other requirements set forth in the Code. Notwithstanding the standards in the Code, the maximum grade of any road within the Project may not exceed 10%. All street names must be approved by the City prior to their dedication and public use.

12. Access Points. The Project contains two accesses from Cory Wride Memorial Highway (Highway 73) and one access from Mt. Airey Drive via Inverness Road. The location of the access points is indicated on the Land Use Map Exhibit "B." Developer shall be required to construct acceleration lanes along Highway 73 to allow for right- out access to Highway 73. The Highway 73 accesses will not contain a left-out, and

Developer shall post a no left turn sign to clearly indicate that left turns are not allowed. Developer shall be required to coordinate with City and the Utah Department of Transportation (UDOT) with respect to all dedicated improvements along Highway 73. At least one of the Highway 73 accesses shall be completed prior to the issuance of the thirty-first (31st) residential building permit within the Project.

13. Road Connection to Saratoga Springs. As noted on Exhibit "B," the Land Use Map, a temporary park area shall be improved at the eastern end of Inverness Lane that may be improved in the future as a road connection to Saratoga Springs. This park area shall include minimal amenities and improvements. The potential road connection shall be indicated on the recorded subdivision plat for that area. Any lots adjoining this open space shall comply with corner lot setbacks.

14. Inverness Drive Access. Prior to issuance of any building permits for townhomes, condos or multi-family units, or issuance of more than forty-five (45) building permits for cluster homes, Developer shall be required to improve Inverness Drive from the edge of the Project to Mt. Airey Drive to at least 32 feet of asphalt. The City shall make reasonable efforts to obtain an easement or right-of-way from the neighboring property owner to allow Developer to construct the required improvements to Inverness Drive. The City shall reimburse developer for the reasonable costs of the improvements to Inverness Drive through either a reduction in impact fees or through such other means as determined by the City

15. Utility Services and Infrastructure Improvements.

15.1 On-Site Improvements. Developer shall be responsible for all on-site utilities for the Project as required under the City Code in effect as of the date of this Agreement, including, sewer, electric, gas, water, and storm drain. Due to the location of the Project, it is not anticipated that Developer will be required to upsize utilities or other infrastructure in excess of the capacity necessary for the Project in order to service other projects. A sewer lift station will be required for the northeast portion of the project. This sewer lift station will be required to provide a force main to a point of sufficient elevation to allow for a gravity feed into the existing sewer main on Ranches Parkway. Prior to issuance of any subdivision plats for the Project, Developer shall submit to and receive approval from the City of an On-Site Utilities Concept Plan for the Project. In the event Developer is required to construct utilities or other infrastructure in excess of the capacity necessary to provide services to the Project, Developer shall be entitled to reimbursement for the cost of the excess capacity. The City shall revise and amend the City Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Developer for the cost of excess capacity and shall reimburse Developer through the reduction of impact fees or cash payment.

15.2 Funding Improvements. All on-site and off-site improvements which are

to be transferred to Eagle Mountain City under the terms of this Agreement must be reviewed and approved by Eagle City and shall be constructed in accordance with the review comments and concept approved by Eagle Mountain City. No plat for any phase of the Project may be recorded until improvements required for that particular plat are constructed by Developer, or Developer has placed into escrow adequate funds (whether through cash escrow, letters of credit, or other means reasonably satisfactory to the City Attorney) to construct the Improvements. Developer will be required to construct only that portion of the Improvements for the Project necessary under the Code to service that portion of the Project to be developed as represented by the subdivision plat or site plan under consideration. If funds are placed into escrow, funds will be withdrawn from the escrow to construct Improvements after design and review and approval by Eagle Mountain City of each facility for which funds are provided. Developer and City do not anticipate that Developer will be required to construct any system improvements or upsize any public infrastructure improvements as part of the Project. However, in the event Developer constructs utilities or other infrastructure in excess of the capacity necessary to provide services to the Property, Eagle Mountain City shall enter into a reimbursement agreement with Developer for cost of excess capacity. In addition, Eagle Mountain City agrees to work quickly to finalize the terms of the reimbursement agreement with the Developer so as to not delay the Project. Eagle Mountain City may revise and amend the Capital Facilities Plan and Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Developer for the cost of excess capacity.

16. Proportionality of Public Improvements. Subject to any other requirements in this Agreement, the parties agree that for the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City in connection with development of the Project shall be governed by the following standards regarding reimbursement.

16.1 Storm Drain and Sewer Improvements. All on-site or off-site storm drain and sewer improvements that are required for the Project and are not “system improvements” will be paid for by Developer without any rights of reimbursement. Storm drain and sewer improvements which constitute system improvements will be reimbursed as set forth below.

16.2 Roadways. All roadways within the Project shall be paid for by Developer without any rights of reimbursement, except for those improvements, if any, that exceed Developer’s obligations under this Agreement. In the event additional roadway improvements are required that exceed the reasonable impacts of the Project, the City agrees to reimburse Developer for all costs associated with the same; provided, that to the extent it is possible to offset the impact fees otherwise payable by Developer, the reimbursement provided for in this Section 12.2 may take the form of reimbursement credits. If such credits are not available, Developer may be reimbursed through the

City's subsequent collection of impact fees. Notwithstanding the foregoing, if there are not sufficient impact fees required as part of the Project to cover the costs of expanding capacity, the City shall reimburse Developer by other means as agreed to by the City and Developer.

16.3 Oversizing. To the extent Eagle Mountain City requires Developer construct any oversized improvements to meet demands for surrounding properties (such as culinary waterlines or sewer lines with capacity in excess of what is required to provide service to the Project), a proportionality assessment shall be performed by the City's engineer, with approval from the Developer's engineer (which approval shall not be unreasonably withheld), using applicable engineering standards, to determine the proportion of construction costs to be paid by Developer and the proportion of costs to be paid by the City. The City shall be responsible to reimburse the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Project).

16.4 System Improvements. Except for any improvements to Inverness Lane, the Parties do not anticipate that the Project will require Developer to construct any System Improvements. However, to the extent the Developer is required to construct any system improvements (including, without limitation, system improvements that are identified in an impact fee facilities plan), Developer shall be entitled to reimbursement for any system improvements that are not reasonably necessary to provide service for the Project. The Parties shall enter into a reimbursement agreement to reimburse Developer for the costs incurred by Developer to construct the City's portion of the system improvements.

16.5 Compliance with Law. The provisions of this Section 12 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law. Nothing in this Agreement shall prohibit the parties from entering into separate reimbursement agreements for each phase, and such reimbursement agreements shall comply with the standards set forth in this Section 12 and applicable Utah law.

17. Water Rights. Developer shall comply with the Code, as amended, related to providing water rights to the City for the Project, as is required for all projects within Eagle Mountain City.

18. Sprinkler Systems for Multifamily Units. Any multi-level condominium units in the Project will require indoor fire suppression sprinkler systems. Prior to approval of any building permit for any of these units, Developer shall submit to the City a plan prepared by a qualified third-party contractor or consultant for the installation of the sprinkler system. Other housing units will be reviewed at time of submittal, and if required by the International Fire Code, may need to install an indoor fire suppression

sprinkler system as well.

19. Developers' Remedies Upon Default. Developer acknowledges and agrees that Developers' sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPERS, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

20. City's Remedies Upon Default. Upon default of a Developer of any of the requirements of this Agreement, the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development until the Default has been cured, or if the default is not able to be immediately cured, Developer is actively to cure the default. The City may further exercise its right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default. The City may further exercise all rights and remedies available at law and in equity, including, but not limited to, injunctive relief or specific performance.

21. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Code to apply standards for development and construction generally applicable throughout the City. However, it is the intent of the parties to vest the Developer with the specific land uses and maximum densities for the Property specifically identified in this Agreement. Subject to the terms and conditions of this Agreement, Developer shall be required to comply in accordance with the provisions of the Code, ordinances, and regulations (collectively "City's Laws") in effect as of the date of this Agreement, and the provisions of this Agreement as of the date of execution.

22. Impact Fees. Developer agrees to pay all lawfully required impact fees when such become due at the time of subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time.

23. Term of Agreement. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the ten (10) year anniversary of this Agreement. If as of that date Developer has not been declared to be in default and such declared default(s) have not been cured as provided herein, and Developer has completed substantially all infrastructure necessary for the Project, then this Agreement shall be automatically extended for an additional five (5) years. For purposes of this paragraph, substantially all necessary infrastructure shall include all public roads and road connections that are required to be constructed by the Developer for the Project, and all sewer, water, gas, electric, and storm drain infrastructure that must be located in the

public roads or road right-of-ways necessary to service the Project.

24. Annual Review of Compliance. The Parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement. It shall be an event of default if the Developer has failed to fund in a timely manner, with no fault of the City, the roads, parks or other utility infrastructure facilities required by this Agreement, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if the Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

25. Default Notice. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days' notice to Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that Developer is in default, the City Council may order that work in the Project be suspended until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances. On the occurrence of a default by the City, developer shall provide written notice to the City and the City will have 30 day thereafter to cure such default. If the City fails to cure said default within 30 days the City's ability to declare a default on the part of Developer or assess penalties hereunder shall be suspended while such default continues to exist.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the Parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any Party hereto.

27. Integration. This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof; provided however, that the Code shall govern the procedures and standards for approval of each subdivision and public improvement.

28. Severable. The provisions of this Agreement are severable, and should any provision hereof be deemed unenforceable or invalid, such unenforceability or invalidity provision shall not affect the remaining provisions of this Agreement.

29. Waiver. Any waiver by any Party hereto of any breach of any kind or character what so ever by the other Party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of another Party.

30. No Modification. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

31. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

32. Costs of Enforcement. In the event of default on the part of any Party to this Agreement, that Party shall be liable for all costs and expenses incurred by the other Parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

33. Agreement to Run With the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns of any of the foregoing.

[This space left intentionally blank]

DATED this _____ day of _____, 2017.

SCENIC MOUNTAIN PARTNERS, LLC

By: _____

Print Name: _____

Its: _____

DATED this 28th day of March, 2017.

FIELDSTONE SCENIC MOUNTAIN, LLC

By: Jason Harris

Print Name: Jason Harris

Its: Assistant Secretary

DATED this 29 day of March, 2017

ATTEST:

EAGLE MOUNTAIN CITY

[Signature]
City Recorder

[Signature]
Mayor



DATED this 29th day of March, 2017.

SCENIC MOUNTAIN PARTNERS, LLC

By: Matthew P Steiner

Print Name: Matthew P. Steiner

Its: Manager

DATED this 28th day of March, 2017.

FIELDSTONE SCENIC MOUNTAIN, LLC

By: Jason Harris

Print Name: Jason Harris

Its: Assistant Secretary

DATED this ____ day of _____, 2017

ATTEST:

EAGLE MOUNTAIN CITY

City Recorder

Mayor

EXHIBIT A

Legal Description

LEGAL DESCRIPTIONS
(FROM COMMITMENT No. BT-13523 2ND AMENDED)
SCENIC MOUNTAIN PARTNERS, LLC

PARCEL 1:

Commencing South 0°16'29" West 661.19 feet and North 78°12'35" East 817.64 feet from the West Quarter Corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 78°12'35" East 676.38 feet; thence South 12°00'00" East 61 0.81 feet; thence North 78°03'00" East 299.99 feet; thence North 12°00'08" West 10.07 feet; thence North 78°11'55" East 70.06 feet; thence South 34°03'24" West 2068.74 feet; thence North 00°15'33" East 550.98 feet; thence South 89°44'02" East 260.13 feet; thence North 33°57'46" East 347.76 feet; thence North 56°02'14" West 72.01 feet; thence North 33°57'46" East 130.45 feet; along a curve to the left (chord bears North 24°44'28" East 98.96 feet, radius = 50 feet); thence along a curve to the left (chord bears North 84°29'57" West 46.2 feet, radius = 50 feet); thence along a curve to the right (chord bears North 84°04'33" West 21.08 feet, radius = 25 feet); thence North 62°08'06" West 12.6 feet; thence along a curve to the right (chord bears North 53°03'10" West 39.31 feet, radius = 124.5 feet); thence North 43°58'11" West 94.33 feet; thence along a curve to the left (chord bears North 66°29'09" West 226.32 feet, radius = 295.5 feet); thence North 89°00'06" West 123.12 feet; thence North 00°15'33" East 815.04 feet to the point of beginning.

PARCEL 2:

Lot 102, Plat "1", SCENIC MOUNTAIN Subdivision, Eagle Mountain City, Utah County, Utah, according to the Official Plat thereof of file and of record in the Utah County Recorder's Office.

PARCEL 3:

Beginning at a point that is South 499.46 feet and East 796 feet from the West Quarter Corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 78°26'26" East 1.3 feet; thence South 00°15'08" West 835.9 feet; thence North 89°00'48" West 1.47 feet; thence North 00°15'56" East 835.62 to the point of beginning.

PARCEL 4:

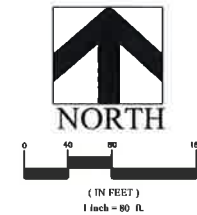
Commencing North 0°23'24" East 2532.25 feet and West 229.9 feet from the South ¼ Corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 33°57'46" West 814.04 feet; thence South 11°49'17" East 32.01 feet; thence South 78°03'00" West 81.18 feet; thence North 12°00'00" West 600.23 feet; thence North 78°12'34" East 666.49 feet to the point of beginning.

PARCEL 5:

Commencing North 2382.65 feet and West 880.5 feet from the South ¼ Corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence North 78°03'00" East 17.86 feet; thence South 12°00'00" East 589.96 feet; thence South 78°11'55" West 17.86 feet; thence North 12°00'09" West 590.86 feet to the point of beginning.

EXHIBIT B

Land Use Map



GENERAL NOTE:

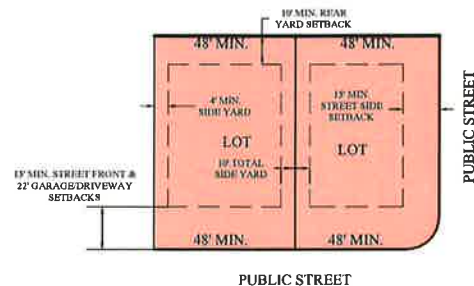
MINIMUM 10 FOOT SEPARATION BETWEEN BUILDINGS.

- FLEX USE
- TOWNHOMES
- CLUSTER HOMES

Description	Square Feet	Acres	Percent
Total Area of Overall Project	1,516,629	34.82	100%
Total Unbuildable Land (25%+ Slopes)	275,175	6.32	18%
Total Buildable Acreage	1,241,454	28.50	82%
Tier III Cluster Homes	681,913	15.45	45%
Tier III Town Homes	439,459	10.09	29%
Flex Use Area	314,477	7.22	21%
Improved Open Space	289,000	6.63	

Densities	Upto No. Units	Units/Acre
Tier III Cluster Home Density	86	5.49
Tier III Town Home Density	83	8.23
Units Outside UDOT Acquisition Parcel (area=4.87 acres) = 40		
Units Within UDOT Acquisition Parcel (area=5.23 acres) = 43		
Flex Use Density	120	16.69
Units Outside UDOT Acquisition Parcel (area=5.48 acres) = 91		
Units Within UDOT Acquisition Parcel (area=1.74 acres) = 29		
Overall Density	289	10.16

** PORTIONS OF THE NATURAL OPEN SPACE MAY BE BUILDABLE.



CLUSTER SETBACK DETAIL

GENERAL NOTE:

INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.

WEST ACCESS CONNECTION STUB

INVERNESS/ CONNECTION TO MT. AIREY DRIVE

RETENTION AREA

POSSIBLE UDOT ACQUISITION FOR SR 73 EXPANSION - 7.15 ACRES*

NO LEFT TURN ONTO HIGHWAY

NO LEFT TURN ONTO HIGHWAY

FLEX USE
TIER III - IV
UP TO 120 UNITS/
COMMERCIAL
7.22 TOTAL ACRES
(1,000 SF OF OPEN SPACE
PER UNIT REQUIRED)

**SLOPE TRANSITION
AREA/NATURAL
OPEN SPACE
(HATCHED AREA)

CLUSTER HOMES
UP TO 86 UNITS
15.65 TOTAL ACRES
(1,000 SF OF OPEN SPACE
PER UNIT REQUIRED)

TOWNHOMES
UP TO 83 UNITS
10.09 TOTAL ACRES
(1,000 SF OF OPEN SPACE
PER UNIT REQUIRED)

LOCATION OF EXIST. QUESTAR GAS FACILITY
(10' ACCESS FROM ROAD TO BE PROVIDED, OR AS
REQUIRED BY QUESTAR)

NATURAL OPEN SPACE**
(HATCHED AREA WITH
REGIONAL TRAIL)

MATCH LINE

NATURAL OPEN SPACE**
(HATCHED AREA WITH
REGIONAL TRAIL)

POTENTIAL CONNECTION TO
SARATOGA SPRINGS

TEMPORARY PARK AREA
PRESERVED FOR THE
POTENTIAL EXPANSION OF
INVERNESS

TRAILHEAD PARK AREA
MIN. OF 0.5 ACRE

HILLSIDE PARK AREA
MIN. 1.2 ACRES

NATURAL OPEN SPA
(HATCHED AREA)

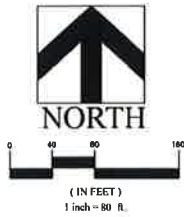
MATCH LINE

DESIGNED BY:

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

EXHIBIT C

Conceptual Site Plan for Tier III Parcel



CONCEPT NARRATIVE RESIDENTIAL

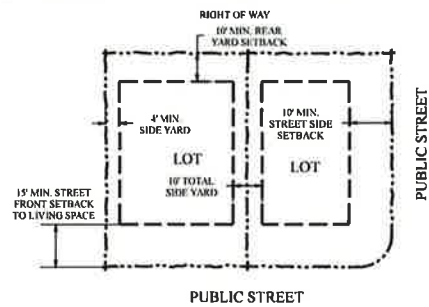
Description	Square Feet	Acres	Percent
Total Area of Overall Project	1,516,628	34.82	100%
Total Unbuildable Land (25%+ Slopes)	275,175	6.32	18%
Tier III (Single Family, Pad, and Townhomes)	1,203,421	27.63	79%
Tier IV (Condo Development)	313,207	7.19	21%
Improved Open Space (Six Park Areas)	162,061	3.72	
Undeveloped Open Space	306,988	7.05	
Total Open Space	469,049	10.77	

Densities	No. Units	Units/Acre
Tier III Density	169	6.12
Tier IV Density	120	16.69
Overall Density	289	8.30

Unit Counts	Unit Count
Single-Family Lots	100
Townhomes (East Village)	61
Condominiums	120
Total	281

Description	Square Feet	Acres	Percent
Park Area 1	24,825	0.57	15%
Park Area 2	12,322	0.28	8%
Park Area 3	35,582	0.82	22%
Park Area 4	16,054	0.37	10%
Park Area 5	10,584	0.24	7%
Park Area 6	53,758	1.23	33%
Park Area 7	8,936	0.21	6%
Total Improved Open Space	162,061	3.72	100%

SETBACK DETAIL



GENERAL NOTE:

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DESIGNED BY:

FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8380 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

EXHIBIT D

Open Space Plan



PARK AND OPEN SPACE PLAN

Description	Square Feet	Acres	Percent
Total Acrea of Overall Project	1,516,628	34.82	100%
Total Unbuildable Land (25%+ Slopes)	275,175	6.32	18%
Flter III (Single Family, Pad, and Townhomes	1,203,421	27.63	79%
Flter IV (Condo Development)	313,207	7.19	21%
Improved Open Space (Six Park Areas)	168,953	3.88	
Undeveloped Open Space	306,988	7.05	
Total Open Space	475,941	10.93	

Densities	No. Units	Units/Acre
Flter III Density	169	6.12
Flter IV Density	120	16.69
Overall Density	289	8.30

Unit Counts	Unit Count
Single-Family Lots	100
Townhomes (East Village)	61
Condominiums	120
Total	281

Description	Square Feet	Acres	Percent
Park Area 1	24,825	0.57	15%
Park Area 2	12,322	0.28	7%
Park Area 3	35,582	0.82	21%
Park Area 4	16,054	0.37	10%
Park Area 5	10,584	0.24	6%
Park Area 6	53,758	1.23	32%
Park Area 7	15,828	0.36	9%
Total Improved Open Space	168,953	3.88	100%

Total Trail Length (8' Wide)	4,314	Linear Feet
------------------------------	-------	-------------

PARK AREA 4
TURF, 8' ASPHALT TRAIL AND TREES

BENCHES W/SHADE TREES
PLAYGROUND - \$35,000
TREES AND TURF
PARK AREA 2

PARK AREA 1
EAGLE MTN SIGN
TURF, TREES, AND 8' ASPHALT TRAIL

PARK AREA 3
8' ASPHALT TRAIL, CLUBHOUSE, POOL, TREES, AND TURF
PARK AREA 7
TRAILHEAD, PARKING (5 STALLS), TURF, TREES, 10' ASPHALT TRAIL TO QUESTAR FACILITY

MATCH LINE

PARK AREA 6
TURF, 8' ASPHALT TRAIL, BENCH W/SHADE TREES, AND TREES

PARK AREA 5
8' ASPHALT TRAIL AND TREES

MATCH LINE

GENERAL NOTE:
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DESIGNED BY:
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502 WEST 8380 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
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EXHIBIT E

Slope Plan

EXHIBIT F

Elevations



FRONT LOADED FRONT ELEVATION
1/8"

October 13, 2015 © kga studio architects, pc

950 spruce street, fanninville, colorado 80022

www.kgarch.com

kga
a collaborative
architectural
studio



ALLEY LOADED FRONT ELEVATION
1/8"

October 13, 2015 © kga studio architects, pc

950 spruce street, louisville, colorado 80027

www.kgarch.com

kga
a collaborative
architectural
studio



ALLEY LOADED FRONT ELEVATION
1/8"



ALLEY LOADED FRONT ELEVATION
1/8"



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
OCTOBER 27, 2020**

TITLE:	Oquirrh Mountain Ranch Phase B (Concept Plan)
ITEM TYPE:	Concept Plan
APPLICANT:	Summit Engineering Group

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Pete Kane, Planning

BACKGROUND:

Oquirrh Mountain Ranch is a project that consists of approximately 120.4 acres of land on the west side of Pony Express Parkway, north of Overland Village 2, and south of Lone Tree. The project was granted an approved master development plan and agreement, with the latest amended and restated agreement dating back to June 2016.

The project was zoned residential with a mix of housing types and lot sizes as well as a church property site. The property also features a ridgeline and historic petroglyphs throughout.

The entire project was granted a maximum residential unit count of 346 units and required improved open space (not less than 5.5 acres fully improved; 14.2 acres partially improved (with trails, petroglyph park, frisbee golf, and improved areas); and 32.4 acres improved with trails and viewing towers).

Phase A, which has nearly been completed and includes about 18 acres of the overall 120 acres, includes 54 single-family lots and a church property.

Phase B, as demonstrated in the approved master development plan, would include a mix of residential types: single-family dwellings, single-family dwellings in a cluster format, twinhomes, triplexes, and multifamily buildings.

The concept plan for Phase B (about 102 acres) has been submitted to consider an amendment to the master development plan and agreement by changing the housing type to all single-family lots on an average lot size of about 5,000 square feet. The applicant would provide improved access to the petroglyph park and protection for the

wildlife corridor that runs through the northeast corner of Phase B.

ITEMS FOR CONSIDERATION:

ACCESS

Phase B would be accessed from the east through the stub roads that have been built in Phase A. The concept plan also demonstrates two stub roads on the western edge of the property which would be connected to the future collector road that will run north-south on the property to the west, as well as two stub roads in the southwest corner (the western one likely to connect to that future collector road, the southern one likely to connect into Overland Village 2). Based on the recent approval of the Overland Village 2 concept plan, the stub road demonstrated on the southern edge of this concept plan would not properly connect to that community.

Until the stub roads are connected to roadways, EMMC 16.35.070(I) limits the number of homes on a street with one access point to 30 homes. The applicant would need to construct the secondary access to the western portion of Phase B before more than 30 homes could be built.

OPEN SPACE

A number of trail connections should be incorporated to allow access from the proposed roadways to the large, wrapping open space area. There are also two triangularly green space areas on the east side of the plan that are surrounded by building lots. These spaces will also need trail connections to the roads.

The area with the high petroglyph concentration has been opened up with more open space around it, providing great ability to preserve these historic elements while also moving private property away from these features.

The southwest corner of the concept plan demonstrates five disconnected pieces of green space. This disconnected element would make maintenance, operation, and programming of the open space very difficult for the City. These spaces should be reconfigured and grouped together, more in line with the approved master development plan.

LOT SIZE

The applicant would prefer to build single-family homes rather than the mix of housing type as provided in the master development agreement. The lots in the concept plan average about 5,000 square feet and are all pretty uniform. A calculation for average and minimum lot size was not provided in the concept plan. Staff has recommended that a variety of lot sizes should be incorporated with the appropriate zoning of RC and R3.

NUMBER OF LOTS

The master development agreement limits the overall number of housing units/lots to 346 between Phases A and B. Phase A has 54 lots, leaving a maximum of 292 units/lots for Phase B. The concept plan submitted numbers 314 lots (however numbers 140-149 are missing and so the total is likely 304). The concept plan would increase the overall unit/lot count of the entire project and would require an amendment to this limit in the agreement.

WILDLIFE CORRIDOR

The wildlife corridor run along the northern and northeastern portions of Phase B. Based on the concept plan and the layout of the northern cul-de-sac in the middle of the plan, the open space that would remain between these home lots and the homes lots of the subdivision to the north would be about 220 feet in width at its tightest point. The Parks, Trails, and Open Space Plan that was recently adopted by the City recommends a minimum width for the corridor of 300 feet.

REQUIRED FINDINGS:

There are no required findings for concept plan applications.

RECOMMENDATION:

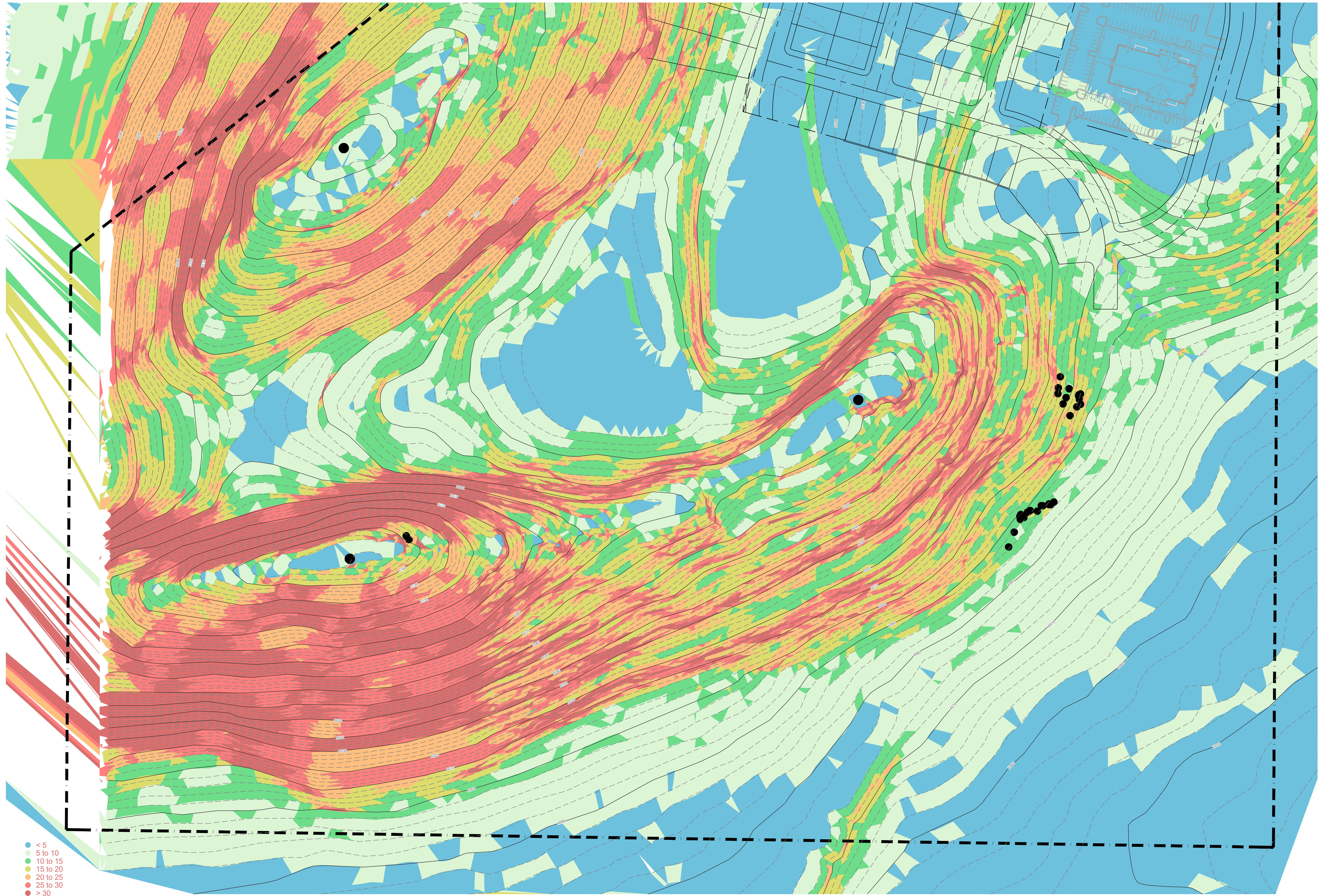
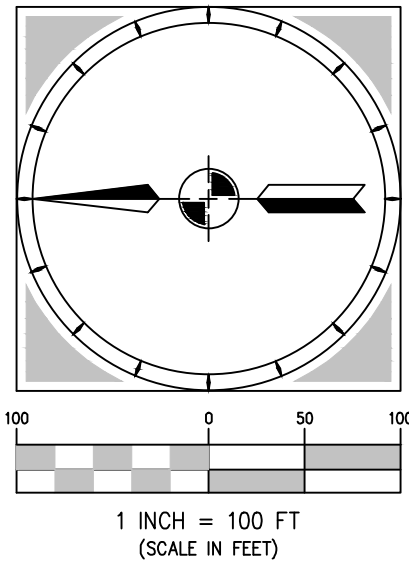
The Planning Commission is recommended to review the concept plan and discuss the development intentions with the applicant. Any feedback provided by the Planning Commission is non-binding and may be used by the applicant and property owner to guide them in the preparation of subsequent development applications.

ATTACHMENTS:

[Phase B Concept Plan](#)
[Slope Analysis](#)

Oquirrh Mountain Master Development Plan - Approved 2014
Oquirrh Mountain Parks and Open Space Plan - Approved 2014
Oquirrh Mountain Master Development Agreement - Amended and
Restated 2016





- < 5
- 5 to 10
- 10 to 15
- 15 to 20
- 20 to 25
- 25 to 30
- > 30

PROJECT
C20-018
SHEET
1

PREPARED FOR
JRB EAGLE MOUNTAIN LLC
PROJECT
SLOPE ANALYSIS

OQUIRRH MOUNTAIN RANCH PHASE B

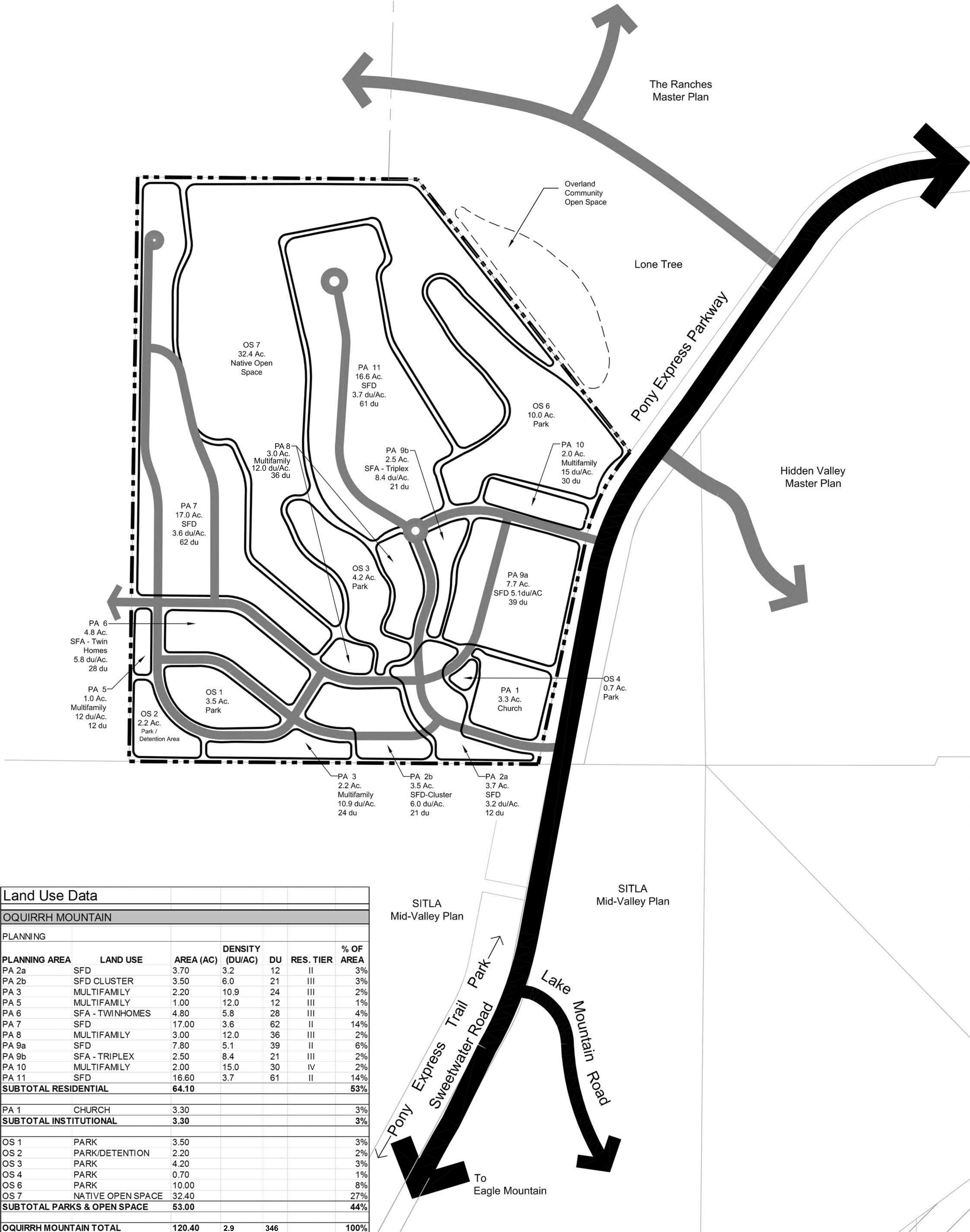
LOCATED IN THE SOUTHWEST ¼ SECTION 25, T5S, R2W, SLBM
EAGLE MOUNTAIN, UT

BRIAN BALLS, P.E.
UTAH REGISTERED ENGINEER
REGISTRATION #334532

DRAWN BY:
ZST
REVIEWED BY:
BMB
SCALE:
1" = 100'
ISSUE DATE
10/06/2020


Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-854-9229 • F: 435-854-9231

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BY FOLLOWING BY THEIR SIGNATURE AND OFFICE
DESCRIPTION OF THE ALTERATIONS.



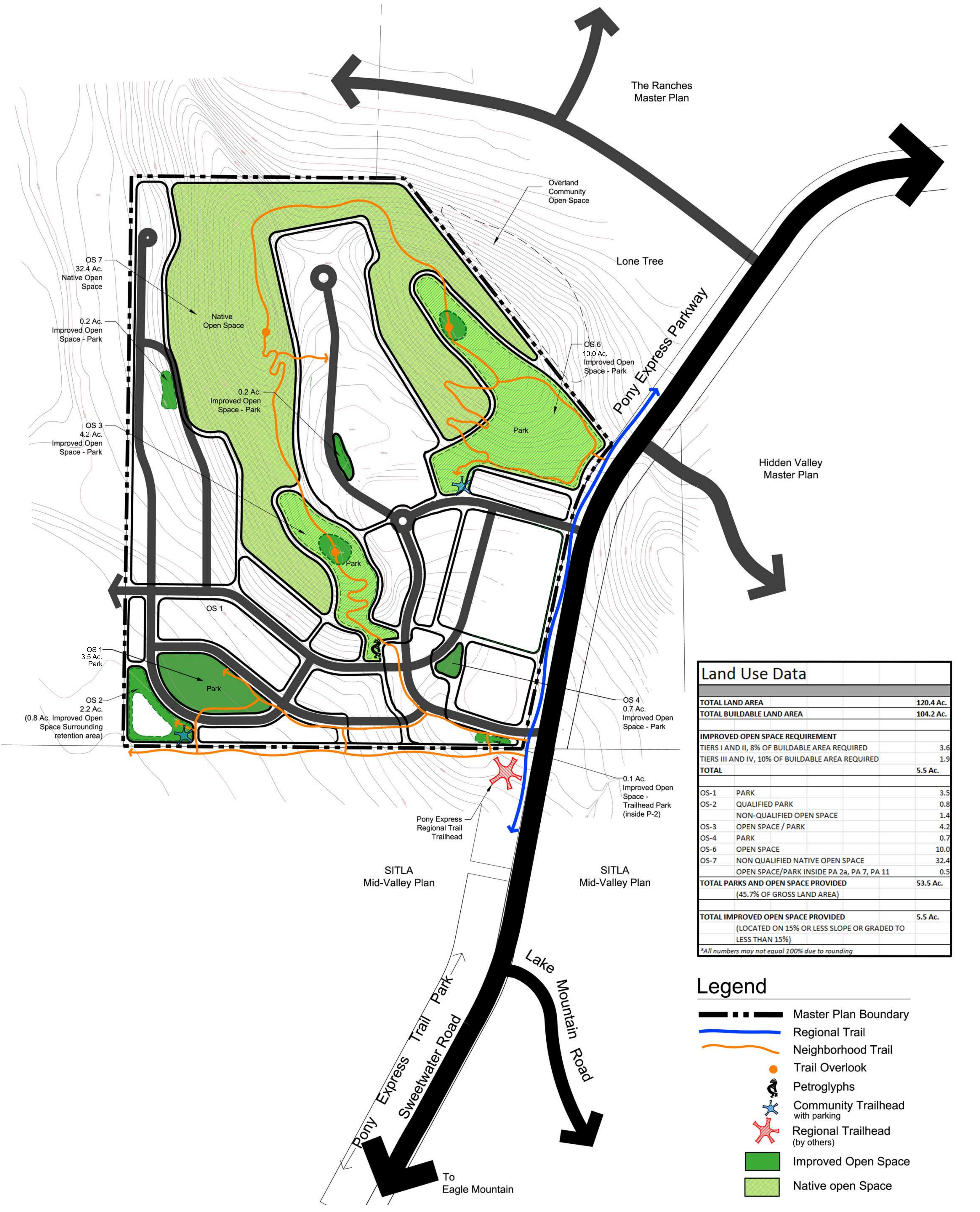
Land Use Data						
OQUIRRH MOUNTAIN						
PLANNING						
PLANNING AREA	LAND USE	AREA (AC)	DENSITY (DU/AC)	DU	RES. TIER	% OF AREA
PA 2a	SFD	3.70	3.2	12	II	3%
PA 2b	SFD CLUSTER	3.50	6.0	21	III	3%
PA 3	MULTIFAMILY	2.20	10.9	24	III	2%
PA 5	MULTIFAMILY	1.00	12.0	12	III	1%
PA 6	SFA - TWINHOMES	4.80	5.8	28	III	4%
PA 7	SFD	17.00	3.6	62	II	14%
PA 8	MULTIFAMILY	3.00	12.0	36	III	2%
PA 9a	SFD	7.80	5.1	39	II	6%
PA 9b	SFA - TRIPLEX	2.50	8.4	21	III	2%
PA 10	MULTIFAMILY	2.00	15.0	30	IV	2%
PA 11	SFD	16.60	3.7	61	II	14%
SUBTOTAL RESIDENTIAL		64.10				53%
PA 1	CHURCH	3.30				3%
SUBTOTAL INSTITUTIONAL		3.30				3%
OS 1	PARK	3.50				3%
OS 2	PARK/DETENTION	2.20				2%
OS 3	PARK	4.20				3%
OS 4	PARK	0.70				1%
OS 6	PARK	10.00				8%
OS 7	NATIVE OPEN SPACE	32.40				27%
SUBTOTAL PARKS & OPEN SPACE		53.00				44%
OQUIRRH MOUNTAIN TOTAL		120.40	2.9	346		100%

Oquirrh Mountain Master Development Plan

Scale: 1" = 100'
February 28th, 2014



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Land Use | Community Site Planning | Project Visioning
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mark@nusseyconsulting.com
mark driven and value enhancing design



Land Use Data		
TOTAL LAND AREA		120.4 Ac.
TOTAL BUILDABLE LAND AREA		104.2 Ac.
IMPROVED OPEN SPACE REQUIREMENT		
TIERS I AND II, 8% OF BUILDABLE AREA REQUIRED		3.6
TIERS III AND IV, 10% OF BUILDABLE AREA REQUIRED		1.9
TOTAL		5.5 Ac.
OS-1	PARK	3.5
OS-2	QUALIFIED PARK	0.8
	NON-QUALIFIED OPEN SPACE	1.4
OS-3	OPEN SPACE / PARK	4.2
OS-4	PARK	0.7
OS-6	OPEN SPACE	10.0
OS-7	NON QUALIFIED NATIVE OPEN SPACE	32.4
	OPEN SPACE/PARK INSIDE PA 2a, PA 7, PA 11	0.5
TOTAL PARKS AND OPEN SPACE PROVIDED (45.7% OF GROSS LAND AREA)		53.5 Ac.
TOTAL IMPROVED OPEN SPACE PROVIDED (LOCATED ON 15% OR LESS SLOPE OR GRADED TO LESS THAN 15%)		5.5 Ac.
*All numbers may not equal 100% due to rounding		

- Legend**
- Master Plan Boundary
 - Regional Trail
 - Neighborhood Trail
 - Trail Overlook
 - Petroglyphs
 - Community Trailhead with parking
 - Regional Trailhead (by others)
 - Improved Open Space
 - Native open Space

Oquirrh Mountain Parks & Open Space Plan

Scale: 1" = 100'
February 28th, 2014



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market driven and value enhancing design

EAGLE MOUNTAIN CITY

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE OQUIRRH MOUNTAIN DEVELOPMENT

This Master Development Agreement for the Oquirrh Mountain Development (this "Agreement") is entered into this 25th day of June, 2016 between Oquirrh Mountain West, LLC ("Developer") and Eagle Mountain City, a municipal corporation of the State of Utah (the "City").

This Agreement is made with reference to the following facts.

A. Developer has submitted to the City an application for a development known as Oquirrh Mountain (the "Project").

B. A parcel of property within the Project boundaries, designated as Parcel No. 58:048:0075, has been sold for and designated as a church site and is not included in this Agreement.

C. The Project consists of approximately 120.4 acres of land (the "Property") located west of Pony Express Parkway, south of the existing Lone Tree Subdivision, and north of the proposed SITLA Master Development. A legal description of the Property is attached as Exhibit "A."

D. The Project will be zoned as residential in accordance with Chapter 17.25 of the Municipal Code of Eagle Mountain City and improved in compliance with procedures and standards in the Development Code and the terms of this Master Development Agreement.

E. Developer has received approval of the Land Use Element and Concept Plan for the Project from the Planning Commission and City Council of Eagle Mountain City. The approved land use map, which depicts the zoning for the Project and land uses which will be allowed by the City, is attached as Exhibit "B" (the "Land Use Map").

F. The parties wish to define the rights and responsibilities of the parties with respect to the development of the land and funding of improvements in the Master Development Plan

area which is approved by the City in this Agreement.

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

1 Governing Standards. The Project shall be governed by the procedures, standards and requirements of the Eagle Mountain Municipal Code (the “City Code”).

2 Zoning, Density and Land Use Standards. The Project will be zoned as residential in accordance with Chapter 17.25 of the City Code. The residential zone must be a predominately residential use, but certain commercial and mixed-use developments are allowed as a conditional use within the Project. The Land Use Map is the zoning map for the Property.

2.1 Planning Areas and Densities. The total Project densities are as follows:

Total Land Area:	120.4 acres
Total Buildable Acres:	104.2 acres
Maximum Residential Units:	346 units
Improved Open Space:	Not less than 5.5 acres fully improved; 14.2 acres partially improved (with trails, petroglyph park, Frisbee golf, and some improved areas; 32.4 acres improved with trails and viewing towers.

The overall density of the Project may not exceed the lesser of an average of 5.3 residential units per buildable residential acre or a total of 346 residential units (the “Maximum Density”). In addition, the Property is divided into twelve planning areas (the “Planning Areas”) which permit a maximum number of units per acre within each Planning Area. The location of each of Planning Area is depicted on Exhibit “B.” The development of each Planning Area must contain improvements to meet the City’s current Tier II, Tier III or Tier IV requirements concurrent with the density for that particular Planning Area, or such other requirements as adopted by the City in the future. The City shall not issue any final subdivision plat until Developer has demonstrated how it will meet the City’s Tier II, Tier III, or Tier IV requirements for that particular Planning Area. The size and densities of the Planning Areas are as follows:

Planning Area	Proposed Land Use	Area (Acres)	Development Units	Maximum Density Units / Acre	Res. Tier
PA-1	Church Site	3.3	0	0	-
PA-2a	Single-Family Detached	3.7	12	3.2	II

PA-2b	Single-Family Detached Cluster	3.5	21	6.0	III
PA-3	Multifamily	2.2	24	10.9	III
PA-5	Multifamily	1.0	12	12.0	III
PA-6	Multifamily – Twinhomes	4.8	28	5.8	III
PA-7	Single-Family Detached	17.0	62	3.6	II
PA-8	Multifamily	3.0	36	12.0	III
P-9a	Single-Family Detached	7.8	39	5.1	II
PA-9b	Single-Family Attached - Triplex	2.5	21	8.4	III
PA-10	Multifamily	2.0	30	15	IV
PA-11	Single-Family Detached	16.6	61	3.7	II
Totals		67.4	346	5.39	

2.2 Maximum Density. Developer shall be entitled to develop up to the Maximum Density provided that Developer has complied with applicable provisions of the City's Code. Developer acknowledges that the City may enact future ordinances, amendments, or other development standards which increase or otherwise modify minimum lot size requirements, setbacks, frontage requirements, or other similar standards which relate to or have an effect on densities. Notwithstanding anything to the contrary herein, any City ordinance, amendment to the City's Code, or other development standard enacted, implemented, regulated and/or enforced by the City on or after the date of this Agreement which has the effect of prohibiting and/or unreasonably restricting Developer's ability to develop the vested densities set forth herein shall be inapplicable to the Property, unless the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance, amendment or standard to the Property. The City makes no guarantee or warranty that the entitled Maximum Density can be achieved, and the parties acknowledge that as development progresses certain market, infrastructure, and/or other similar constraints beyond the control of the parties may be presented which could prevent the practical use of all vested densities.

2.3 Proposed Land Uses. The Proposed Land Uses set forth above and included in Conceptual Site Plan, Exhibit "C," are conceptual and do not dictate the final type or layout of buildings within the Project. Nevertheless, it is the expectation of the City and the Developer that the end product will resemble the type of buildings set forth above.

2.4 Development Requirements. Unless the City Code is amended to require other improvements, Developer shall construct improvements to meet the City's Tier II, Tier III,

and Tier IV requirements for the approved density within each Planning Area. A copy of Table 17.30.110 of the Development Code, which sets forth the necessary improvements to acquire the approved density, is attached hereto as Exhibit "D."

3. Design Guidelines. The Project will be subject to The Ranches Design Guidelines, but the guidelines are not intended to replace or supersede the City's Tier II, Tier III, and Tier IV requirements for the approved density within each Planning Area, and in the event of any conflict between the City's Tier II, Tier III, and Tier IV requirements and the Design Guidelines, the City's requirements shall control.

4. Improved Open Spaces and Trails. The Project contains seven (7) parks and open space areas as described on the Parks and Open Space Plan attached hereto as Exhibit "E." The Project contains a total of 53.5 acres of total open space. As set forth on the Parks and Open Space Plan, the open space consists of the following: (1) 32.4 acres of hillside open space to be left in its native conditions except for the inclusion of trails and paths, (2) 14.2 acres of partially improved park space, to be improved for petroglyph viewing, Frisbee golf, and hillside trail systems, and (3) 5.5 acres of improved open space located on slopes of 15 percent or less.

4.1 Improved Open Space. As indicated on the Parks and Open Space Plan, the improved open space is divided among various improved open space areas. These areas shall be improved substantially similar to the Parks and Open Space designs attached as Exhibit "F," as the creativity and uniqueness of these designs was a key feature to the approval of this community. Each improved open space area is also required to comply with EMMC Chapter 16.35 or other future park improvement requirements found in the City Code. The improved open space areas are as follows:

- A. Community Park (OS-1). This 3.5-acre community park is conceptualized to contain an all-purpose ballfield, tennis courts, and a community pool. A landscape and irrigation plan for the Community Park shall be reviewed for approval along with the first preliminary plat that includes lots in PA-3, PA-5, PA-6, or PA-7. The Community Park shall be fully improved prior to recording the first final plat containing lots in any of those planning areas, or the cost of the improvements shall be divided amongst the lots within those areas ($24+12+28+62 = 126$ total) and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the Community Park is \$1,000,000, then the cash escrow/deposit per lot (150%) shall be \$11,905.
- B. Retention Pond Area (OS-2). This area consists of .8 acres of improved open space around the retention pond. The total site, including the retention pond, equals 2.2 acres. This site includes a community trailhead

with parking. The entire Retention Pond Area shall be fully improved prior to recording the first final plat containing lots in PA-3 or PA-5, or the cost of the improvements shall be divided amongst the lots within those areas ($24+12 = 36$ total), and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the park improvements is \$200,000, then the cash escrow/deposit per lot (150%) shall be \$8,334.

- C. Petroglyph Park, Constellation Overlook, and Neighborhood Trail (OS-3). This 4.2 acre park area consists of an improved trail system leading through the Petroglyph Park area to the Constellation Overlook, protection and display of the historical petroglyph rock art, benches, shade structures, signs and other features to create an improved feel to the area. Refer to Section 7 for details of park improvement timing. Subject to approval by the City, it is anticipated that the Community Improvement funds may be used to pay for improvements in the petroglyph park that are greater than the improvements that would normally be required to receive improved open space credit. Refer to Section 8 for more information.
- D. Neighborhood Park (OS-4). This neighborhood park includes a tot lot, benches, and other improvements. A landscape and irrigation plan shall be reviewed for approval along with a preliminary plat review for PA-9a or PA-2a. The park shall be fully improved prior to recording the first final plat containing lots in PA-2a, or the cost of the improvements shall be divided amongst the lots within PA-2a (12 lots), and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the landscaping is \$80,000, and area PA-2a contains 12 lots, then the cash escrow/deposit per lot (150%) shall be \$10,000.
- E. Trailhead Park, Frisbee Disc Golf Course, and Neighborhood Trail (OS-6). This 10 acre park and open space area consists of a parking lot, improved park area, benches, trail connections, and access to a Frisbee golf course. A landscape and irrigation plan for this area shall be reviewed for approval along with a preliminary plat review for PA-9b or PA-10. The Trailhead Park, Frisbee Disc Golf Course, and Neighborhood Trail shall be fully improved prior to recording the first final plat containing lots within PA-9b or PA-10, or the cost of the improvements shall be divided amongst the lots within those areas ($21+30 = 51$ lots), and a separate cash deposit or cash escrow must be put in place with the City

with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the park improvements is \$200,000, then the cash escrow/deposit per lot (150%) shall be \$5,882.

- F. Hilltop Native Park and Open Space (OS-7). This 32.4 acre open space area consists of an improved trail and walking path, shade structures and benches, and a lookout tower. The lookout tower shall be substantially similar to the towers included on Exhibit "G." A landscape plan for this area shall be reviewed for approval along with a preliminary plat review for PA-7 or PA-11. The Hilltop Native Park and Open Space shall be fully improved prior to recording the first final plat containing lots within PA-7 or PA-11, or the cost of the improvements shall be divided amongst the lots within those areas ($62 + 61 = 123$), and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the improvements is \$200,000, then the cash escrow/deposit per lot (150%) shall be \$2,439.
- G. Bird and Butterfly Garden Park (Park within PA-11). This 0.2 acre park area inside PA-11 utilizes unique bird and butterfly-friendly plantings, sculptural elements, as well as benches and other landscaped areas. A landscape and irrigation plan for this park shall be reviewed for approval along with a preliminary plat for PA-11. The Bird and Butterfly Garden Park shall be fully improved prior to recording the first final plat containing lots within PA-11, or the cost of the improvements shall be divided amongst the lots within PA-11 (61 lots), and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the park improvements is \$100,000, then the cash escrow/deposit per lot (150%) shall be \$2,459.
- H. Tot Lot/Creative Play Area and Trailhead Park A (Park within PA-7). This 0.2 acre pocket park is a creative tot lot area with a shade structure, seating areas, and a trailhead with a trail that connects to the Hilltop Native Park trail system. A landscape and irrigation plan for this park shall be reviewed for approval along with a preliminary plat for PA-7. This park shall be fully improved prior to recording the first final plat containing lots within PA-7, or the cost of the improvements shall be divided amongst the lots within PA-7 (62 lots), and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the cost of the park improvements is \$100,000, then the cash

escrow/deposit per lot (150%) shall be \$2,420.

- I. Trailhead Park. This open space is located at the southeast entrance to the project, and shall include a community entrance sign, a trailhead, and other improvements. A landscape and irrigation plan for this area shall be reviewed for approval along with a preliminary plat containing lots within PA-2a. This open space area shall be fully improved prior to issuing any building permits in PA-2a.
- J. Trails. Neighborhood trails are shown through portions of the project in development areas and on hillsides and native areas. The trails through the neighborhoods shall be a minimum of six foot wide asphalt or concrete. The “development” trails shall be built along with the infrastructure for each associated subdivision.
- K. Pony Express Parkway ROW. A landscape plan for the landscaping within the Pony Express Parkway right-of-way shall be reviewed for approval along with a preliminary plat review of PA-9a. The ROW landscaping adjacent to the first plat, including project entrance monument sign, shall be fully improved prior to recording the first final plat in the project, or the cost of the improvements shall be divided amongst the lots within the first final plat, and a separate cash deposit or cash escrow must be put in place with the City with each final plat to cover 150% of the pro rata anticipated cost of the improvements. For example, if the first final plat is 30 lots, and the cost of the landscaping is \$200,000, then the cash escrow/deposit per lot (150%) shall be \$10,000. The same applies to the remaining portion of the ROW. The ROW landscaping shall be fully improved with each adjacent plat.

5 Ownership and Maintenance of Open Space. All improved and unimproved open space shall be dedicated to the City and shall be included in the Ranches Home Owners' Association maintenance agreement. The HOA shall be solely responsible for all maintenance of the improvements and open space, unless the City chooses to take over maintenance of any specific area based on the HOA's failure to adequately maintain such improvements or open space. The HOA shall at all times provide access to all improved and unimproved open space for emergency services, including fire and police services.

6. Vesting of Improved Open Space, Parks and Trails. In accordance with Chapter 17.30 of the City Code, bonus density entitlements, or increases in the number of residential units a developer is entitled to build on an acre (above the 0.8 residential dwelling units per acre base density of the residential zone), are permitted when a project provides additional improvements and amenities as outlined in Chapter 17.30 of the City Code. These additional

improvements and amenities include Improved Open Space, Parks and Trails. The City agrees that that the proposed Improved Open Space, Parks, and Trails, as set forth in paragraph 4 of this Agreement, satisfy the Improved Open Space, Parks and Trails requirement for the Maximum Density, and the City shall not require the Developer to build or develop additional Open Space, Parks or Trails in order to develop up to the Maximum Density.

7. Petroglyphs/Rock Art. This site contains historic rock art that is intended to be preserved and displayed for public viewing primarily in the Petroglyph Park area. Prior to recording any final plat, Developer shall submit and receive approval from the City for a Petroglyph landscape and preservation plan. The plan shall detail the location of all petroglyphs within the Project, the methods to protect Petroglyphs during development activity, anticipated relocation of petroglyphs within the Project, and methods of relocation to assure safety of petroglyphs during relocation. The plan shall include phases of improvement and include, at a minimum, the following elements:

- Phase 1 (to be fully completed within 90 days after the first plat is recorded, weather permitting):
 - 3-foot high wrought iron fencing (or other approved fencing) surrounding the petroglyphs;
 - Gravel pathways around the fencing;
 - Security system;
 - Signs deterring vandalism and theft, including detailing fines and penalties.
- Phase 2 (to be fully completed within 90 days after the second plat is recorded):
 - Asphalt trails leading directly to the Petroglyph Park;
 - Interpretive and directional signs;
 - Benches.
- Phase 3 (to be fully completed within 90 days after a plat is recorded in PA-8, PA-2b, or any other planning area to the west of these):
 - Pavilion;
 - Off-street parking;
 - Landscape improvements (to be determined in the landscape plan).

If the City determines that any petroglyph should not be relocated, City shall cooperate with developer to minimize the impact on the size and configuration of adjacent lots.

8. Community Improvements. In conjunction with Chapter 17.30 of the Development Code, Developer must contribute \$2,000 per buildable acre of land within the Project to fund construction of community wide improvements, for a total of \$208,400.00. Developer agrees that prior to recording each subdivision plat, Developer shall either place into a community improvement escrow fund for the Project (the "Improvement Fund") established with the City sufficient funds to meet the required community improvements, or otherwise demonstrate that a sufficient amount of community improvements have been constructed to meet

the requirement. For example, if the first subdivision plat is for 10 acres, Developer will place \$20,000 in the Improvement Fund or demonstrate that \$20,000 of community improvements have been constructed to meet the requirements. Developer and City agree that certain amenities within the Project, specifically the Petroglyph Park, trails, and lookout towers described in Section 4.1.C, 4.1.E, and 4.1.F, were planned with broader community use in mind and the cost of developing the areas will be greater than the improvements that would normally be required to receive improved open space credit. As such, Developer will likely request that the City approve the additional costs of developing these areas be credited toward the community improvements contribution referenced in this paragraph. Developer agrees to execute agreements necessary to secure the public use of all trails and lookout towers within these areas. Any remaining funds must be placed into an escrow fund under the timing stated in this paragraph to be used for regional parks or other public improvements that will benefit the residents of this development.

9. Home Owners' Association. Prior to approval of any development within the Project, verification shall be received that this project has been included in The Ranches HOA, or the Developer shall create an HOA for the Project with legal authority to collect assessments and to maintain the improvements.

10. Transitioning and Setback Requirements. Developer agrees to comply with all transitioning requirements set forth in Section 12.15 of the Development Code. In addition, a 20-foot building setback shall be required along the project's southern boundary, including a ten foot landscaped corridor to be planned cooperatively with the neighboring property owner (SITLA), which will provide both the other 10-foot landscaped portion of the corridor and the trail.

11. Utility Services and Infrastructure Improvements.

A. Sewer. The Project will require off-site sewer improvements to extend sewer lines to the south along Pony Express Parkway. Developer acknowledges that the Developer may be required to construct or pay for the cost to construct sewer infrastructure improvement necessary to service the Project. In the event the City requires sewer infrastructure to be sized to accommodate other development, Developer may request the City enter into a reimbursement agreement with Developer to reimburse Developer for excess capacity. Plans for sewer improvements must be approved by the City Engineer prior to installation.

B. Roads and Cul-De-Sacs. Road grades within the Project shall not exceed 10%, and must be verified with preliminary and final plat approval. A traffic study has been submitted and reviewed by the City Engineer. A copy of the traffic study is attached hereto as Exhibit "H." The construction of all roads must comply with the traffic study and the Development Code. Cul-de-sacs are discouraged in the city, and the maximum length of any cul-de-sac in the Project may not exceed 500 feet or serve more than 30 residential units. The Developer must provide a minimum of two road accesses to the property to the south, and at

least two to the property to the west.

C. Other Utilities. Developer shall be responsible to install or pay the cost to install all utilities necessary to service the Project. All utilities shall meet the City's Standards and Specifications. Any off-site utility improvements necessary to service each plat within the Project must be completed by Developer prior to final approval of the plat. .

12. Dedication of Facilities. Except as provided in a reimbursement agreement which may be entered between the City and the Developer, the Developer agrees to dedicate and donate free and clear of all encumbrances to the City all required spaces for the location of City owned utilities, utility facilities and improvements for the construction and use of utilities, roads, and other public ways.

13. Water Rights. Developer shall comply with the City Code, as amended, related to providing water or water rights to the City for the Project.

14. Withholding Approval Upon Default. The parties agree that the City may withhold approval or recording of any subdivision in the Project if the Developer is in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the Project. In addition, the City may withhold approval of building permits to construct any building or structure within the Project if the Developer is not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

15. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to apply standards for development and construction generally applicable throughout the City. It is the intent of the parties to vest the Developer with the specific land uses and development density defined specifically on the Land Use Map (Exhibit B) and to require compliance by the Developer with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

16. Impact Fees. Developer agrees to pay all impact fees when due at subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time. The parties may enter into a separate Reimbursement Agreement upon the enactment of impact fee requirements which shall provide for reimbursement to the Developer for certain improvements transferred to the City by the Developer as provided more specifically in the Reimbursement Agreement.

17. Annual Review of Compliance. The parties agree that the City may conduct an

annual review of compliance by the Developer within the terms of this Agreement. It shall be an event of default if the Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by the City Development Standards, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if the Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

18. Default Notice. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to the Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Developer is in default, the City Council may order that work in the Project be terminated until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

20. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern the procedures and standards for approval of each subdivision and public improvement.

21. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

22. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

23. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

24. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

25. Developer's Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

26. Agreement to Run With the Land. This Agreement, or an abstract of this Agreement, shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns of any of the foregoing. Developer agrees to execute an abstract prepared by the City.

DATED this 8 day of June, 2016.

OQUIRRH MOUNTAIN WEST, LLC

By: 

Print Name: Scott K. Kierland

Title: Manager

(Remainder of page intentionally left blank.)

DATED this 24 day of August, 2015.

ATTEST:

EAGLE MOUNTAIN CITY


Fionnuala B. Kofoed, MMC
City Recorder


Christopher Pengra, Mayor

Approved as to form:

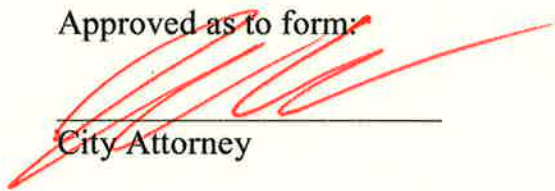

City Attorney



Exhibit A

[Legal Description]

LILD

* * * Land Information System * * *

Property Serial Number: 58:048:0050

Year: 2007.....

Locator / Alpha Serial: EM /

Tax District #: 038

Owner Name: VESTIN MORTGAGE INC

Acres: 120.31

JASONLT 20060216

CODED

Taxing Description: (Not For Legal Documents)

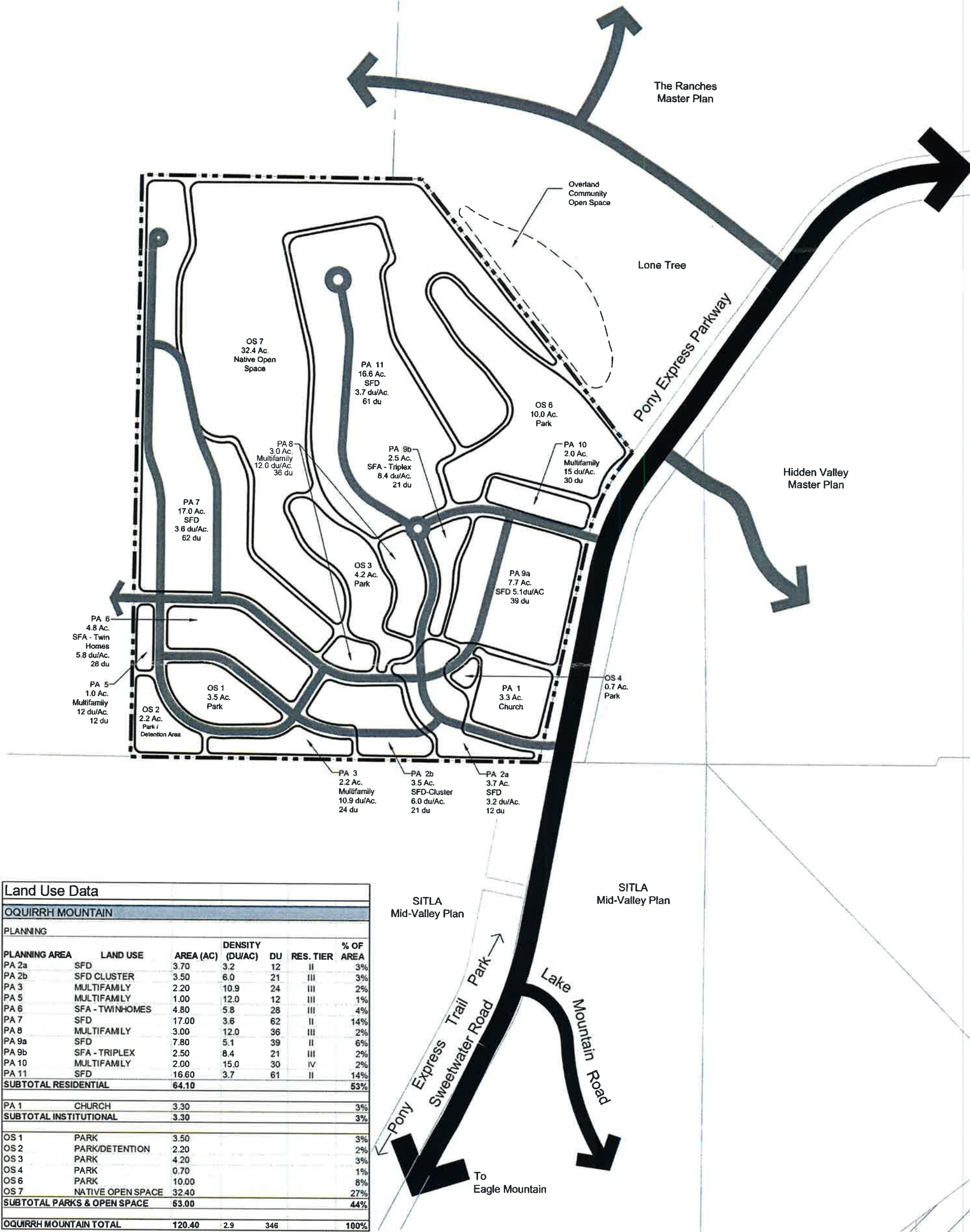
Page: 1

COM AT S 1/4 COR. SEC. 25, T5S, R2W, SLB&M.; N 0 DEG 50'24"E 2709.62 FT; S 89 DEG 31'55"E 1296.92 FT; S 38 DEG 0'30"E 1603.87 FT; S 35 DEG 53'48"W 117.01 FT; ALONG A CURVE TO L (CHORD BEARS: S 23 DEG 54'51"W 332.19 FT, RADIUS=802.79 FT) ARC LENGTH = 334.60 FT; S 12 DEG 1'20"W 1072.87 FT; N 89 DEG 36'51"W 1897.52 FT TO B EG. AREA 120.306 AC.

* * * Search Completed * * *

Exhibit B

[Land Use Map]



Land Use Data						
OQUIRRH MOUNTAIN						
PLANNING						
PLANNING AREA	LAND USE	AREA (AC)	DENSITY (DU/AC)	DU	RES. TIER	% OF AREA
PA 2a	SFD	3.70	3.2	12	II	3%
PA 2b	SFD CLUSTER	3.50	6.0	21	III	3%
PA 3	MULTIFAMILY	2.20	10.9	24	III	2%
PA 5	MULTIFAMILY	1.00	12.0	12	III	1%
PA 6	SFA - TWINHOMES	4.80	5.8	28	III	4%
PA 7	SFD	17.00	3.6	62	II	14%
PA 8	MULTIFAMILY	3.00	12.0	36	III	2%
PA 9a	SFD	7.80	5.1	39	II	6%
PA 9b	SFA - TRIPLEX	2.50	8.4	21	III	2%
PA 10	MULTIFAMILY	2.00	15.0	30	IV	2%
PA 11	SFD	16.60	3.7	61	II	14%
SUBTOTAL RESIDENTIAL		64.10				53%
PA 1	CHURCH	3.30				3%
SUBTOTAL INSTITUTIONAL		3.30				3%
OS 1	PARK	3.50				3%
OS 2	PARK/DETENTION	2.20				2%
OS 3	PARK	4.20				3%
OS 4	PARK	0.70				1%
OS 6	PARK	10.00				8%
OS 7	NATIVE OPEN SPACE	32.40				27%
SUBTOTAL PARKS & OPEN SPACE		53.00				44%
OQUIRRH MOUNTAIN TOTAL		120.40	2.9	346		100%

Oquirrh Mountain Master Development Plan

Scale: 1" = 100'
February 28th, 2014



Mark A. Roush/2008/1/10/1
Land Use/Community Site Planning/Project Planning
4200 S. 142nd St., Suite 100, Scottsdale, AZ 85259
480/340-1234
mark@markaroush.com
markaroush.com

Exhibit C

[Conceptual Site Plan]



Illustrative graphics are conceptual and are subject to change.

Oquirrh Mountain Ranch Conceptual Site Plan

Scale: 1"=150'-0"
February 28th, 2014



SAGE
COMMUNITIES

Mark A. Benzer (00000000)
Landscape Architect (00000000) Project Manager
P.O. Box 100000, Denver, CO 80201
(303) 440-1234
www.sagecommunities.com
Mark Benzer and Associates, Inc.

Exhibit D

[Development Code – Bonus Density Tables 17.30.110]

Exhibit D

17.30.110 Tables.

Table 17.30.110(a) Tier I Residential Bonus Density Entitlements (Required)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<u>Improved open space</u> : 4% improved open space (total buildable acres)	Required
	Fund or construct community improvements/amenities	Required
	Entryways and monuments	Required
	Professional land planning	Required
1.6	Total density granted required to do all improvements noted above	

0.81 to 1.6 dwelling units per acre: Tier I.

Table 17.30.110(b) Tier II Residential Bonus Density Entitlements (Optional)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
	<u>Improved open space</u> : 8% improved open space (total buildable acres)	
0.5	Architectural and landscape guidelines/CC&Rs/design review committee	Optional
0.7	Street trees, enlarged park strips, fencing, and street signposts	Optional
1.0	Masonry materials (75% of the exterior)	Optional
Up to 1.5	Residential lot landscaping (1 front and sides, 0.5 rear)	Optional
0.1 – 0.6	Recreational amenities	Optional
5.9	Total available (cannot exceed 5.2 dwelling units per acre)	

1.61 to 5.2 dwelling units per acre: Tier II.

Table 17.30.110(c) Tier III Residential Bonus Density Entitlements (Required)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
3.6	<i>Tier II Improvements</i>	<i>Required</i>
7.0	<u>Improved open space</u> : 8% improved open space (total buildable acres) <i>plus</i> 10% of Tier III development acreage	Required
	Clubhouse (all multifamily development)	Required
	Swimming pool	Required
12.2	Total density granted required to do all improvements noted above	

5.21 to 12.2 dwelling units per acre: Tier III.

Table 17.30.110(d) Tier IV Residential Bonus Density Entitlements (Optional)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
3.6	<i>Tier II Improvements</i>	<i>Required</i>
7.0	<i>Tier III Improvements</i>	<i>Required</i>
	<u>Improved open space</u> : 8% improved open space (total buildable acres) <i>plus</i> 10% of Tier III and Tier IV development acreage	
1.5	Covered parking	Optional
3.5	Garages	Optional
3.5	Masonry materials (75%)	Optional
3.5	Storage units (100 square feet)	Optional
24.2	Total available (cannot exceed 22.7 dwelling units per acre)	

12.21 to 22.7 dwelling units per acre: Tier IV.

[Ord. O-24-2008 § 2 (Exh. A Tables 6.1 – 6.4); Ord. O-27-2006 § 2 (Exh. A Tables 6.1 – 6.4);
Ord. O-23-2005 § 3 (Exh. 1(1) Tables 6.1 – 6.4)].

17.30.120 Improved open space calculations.

Example 1

Total Land Area: 160 Acres

Total Buildable Land: 100 Acres

Tier I and II: 80 Acres

Tier III and IV: 20 Acres

$8\% \times 100 = 8$ Acres

$10\% \times 20 = 2$ Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 10 Acres (10% of buildable land)

Example 2

Total Land Area: 160 Acres

Total Buildable Land: 100 Acres

Tier I and II: 50 Acres

Tier III and IV: 50 Acres

$8\% \times 100 = 8$ Acres

$10\% \times 50 = 5$ Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 13 Acres ($\pm 13\%$ of buildable land)

Example 3

Total Land Area: 30 Acres

Total Buildable Land: 30 Acres

Tier I and II: 25 Acres

Tier II and III: 5 Acres

8% x 30 = 2.4 Acres

10% x 5 = 0.5 Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 2.9 Acres ($\pm 10\%$ of buildable land)

Example 4

Total Land Area: 30 Acres

Total Buildable Land: 30 Acres

Tier I and II: 0 Acres

Tier III and IV: 30 Acres

8% x 30 = 2.4 Acres

10% x 30 = 3.0 Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 5.4 Acres ($\pm 18\%$ of buildable land)

[Ord. O-24-2008 § 2 (Exh. A, Exh. 6.5)].

Exhibit E

[Parks and Open Space Plan]



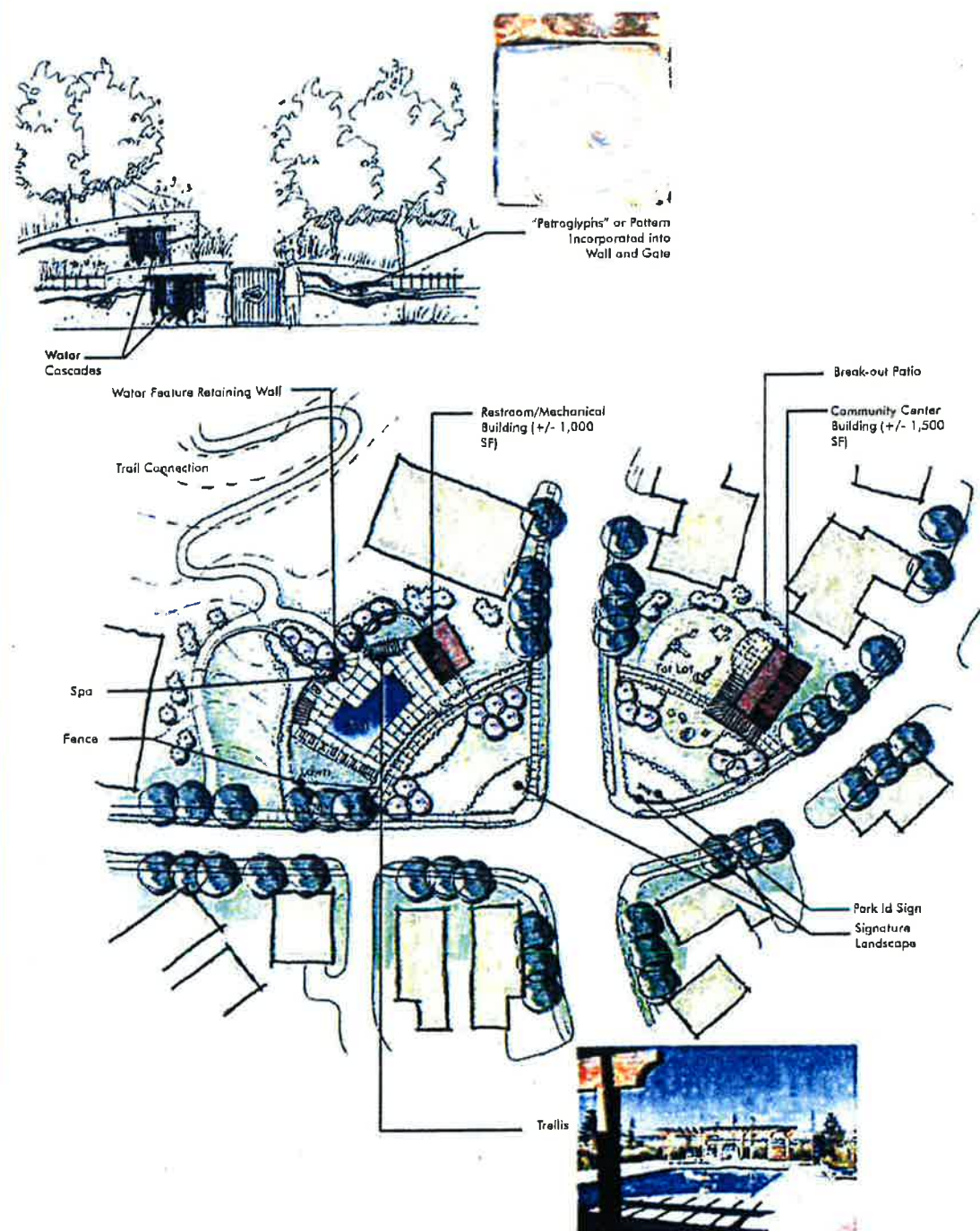
Land Use Data		
TOTAL LAND AREA		120.4 Ac.
TOTAL BUILDABLE LAND AREA		104.2 Ac.
IMPROVED OPEN SPACE REQUIREMENT		
TIERS I AND II, 8% OF BUILDABLE AREA REQUIRED		3.6
TIERS III AND IV, 10% OF BUILDABLE AREA REQUIRED		1.9
TOTAL		5.5 Ac.
OS-1	PARK	3.5
OS-2	QUALIFIED PARK	0.8
NON-QUALIFIED OPEN SPACE		1.4
OS-3	OPEN SPACE / PARK	4.2
OS-4	PARK	0.7
OS-6	OPEN SPACE	10.0
OS-7	NON QUALIFIED NATIVE OPEN SPACE	32.4
OPEN SPACE/PARK INSIDE PA 2a, PA 7, PA 11		0.5
TOTAL PARKS AND OPEN SPACE PROVIDED (45.7% OF GROSS LAND AREA)		53.5 Ac.
TOTAL IMPROVED OPEN SPACE PROVIDED (LOCATED ON 15% OR LESS SLOPE OR GRADED TO LESS THAN 15%)		5.5 Ac.
*All numbers may not equal 100% due to rounding		

Legend

- Master Plan Boundary
- Regional Trail
- Neighborhood Trail
- Trail Overlook
- Petroglyphs
- Community Trailhead with parking
- Regional Trailhead (by others)
- Improved Open Space
- Native open Space

Exhibit F

[Parks and Open Space Design Drawings]



Community Center A/Tot Lot (East Side) and Pool Area (West Side)

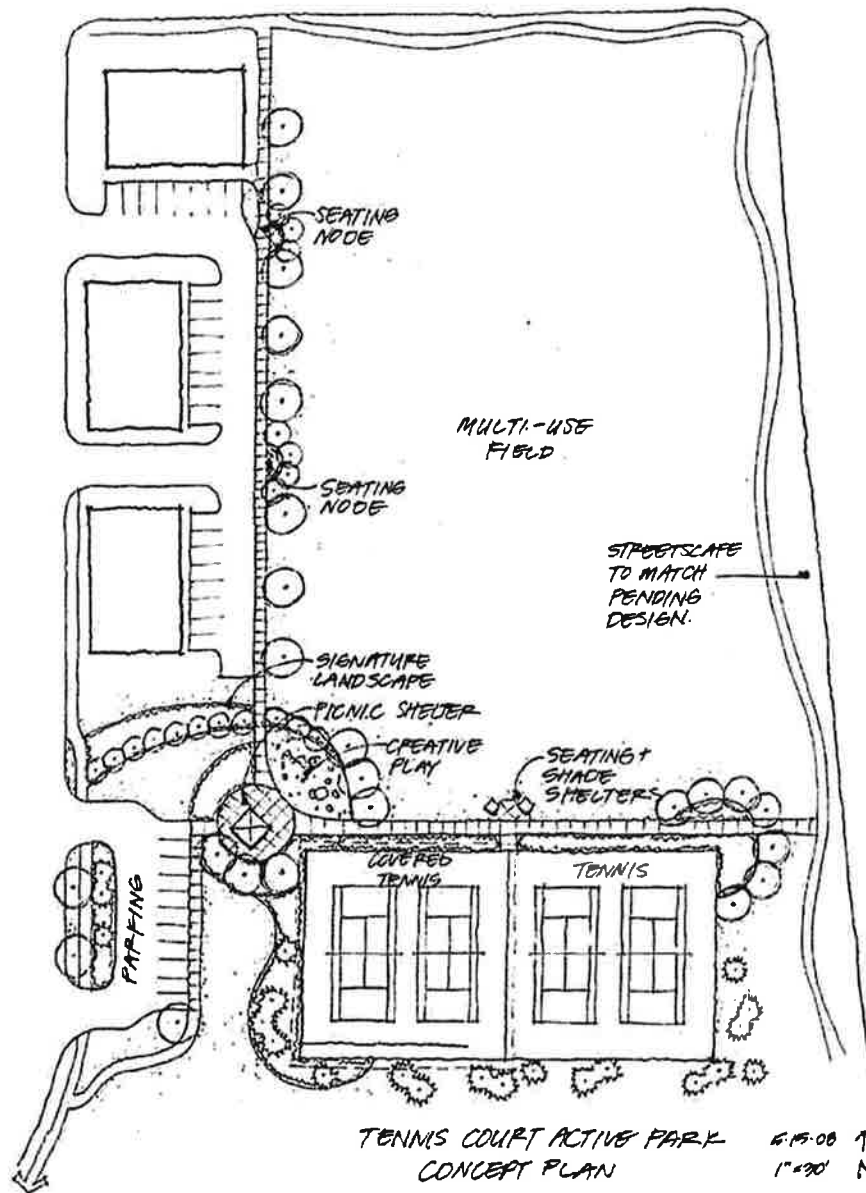
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0 15 30 60 NORTH

Oquirrh Mountain Ranch Parks and Open Space

SAGE
PARKS AND OPEN SPACE
May 10, 2008





Tennis Court Active Park

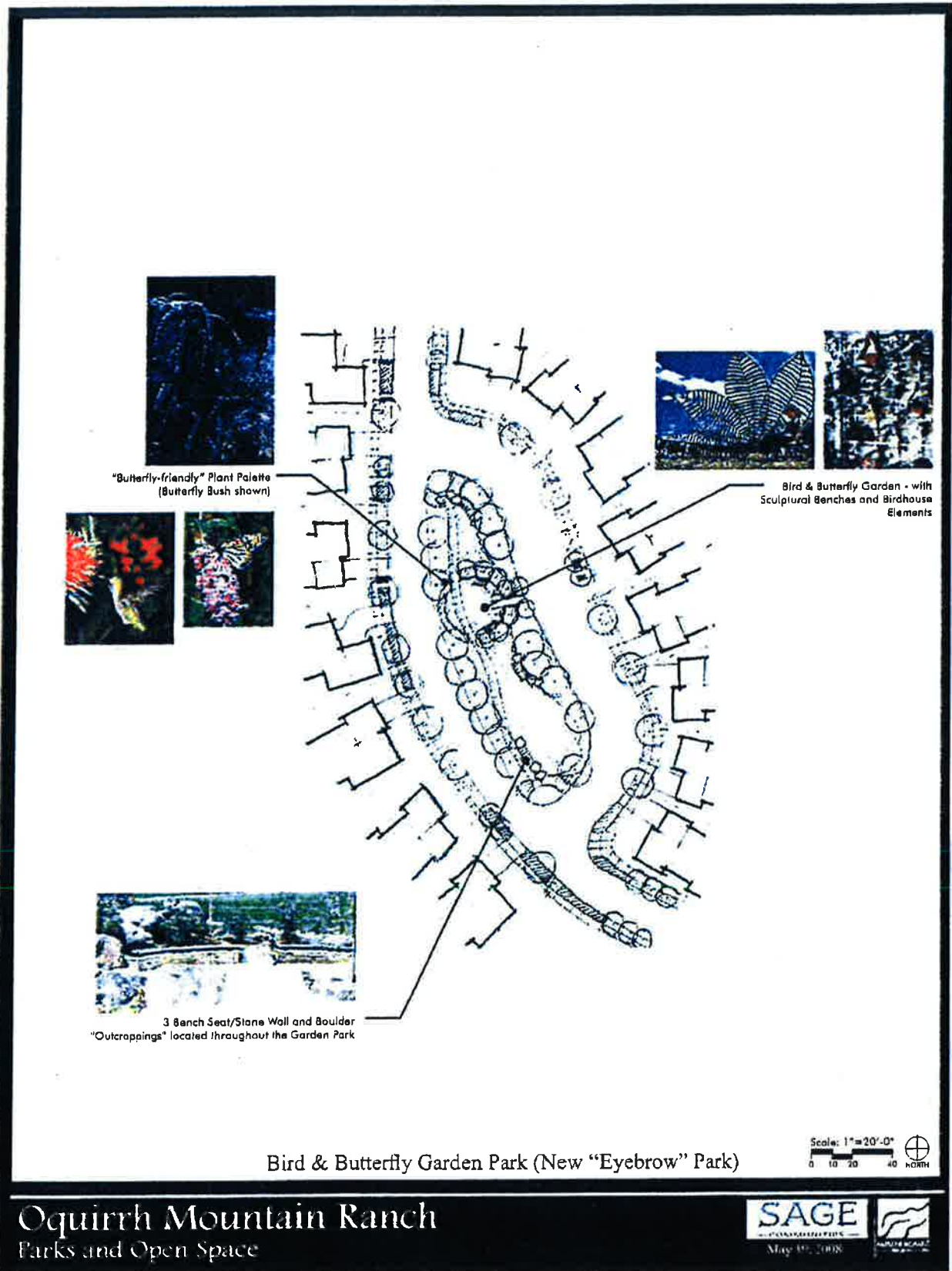
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Oquirrh Mountain Ranch
Parks and Open Space

SAGE



May 16, 2008

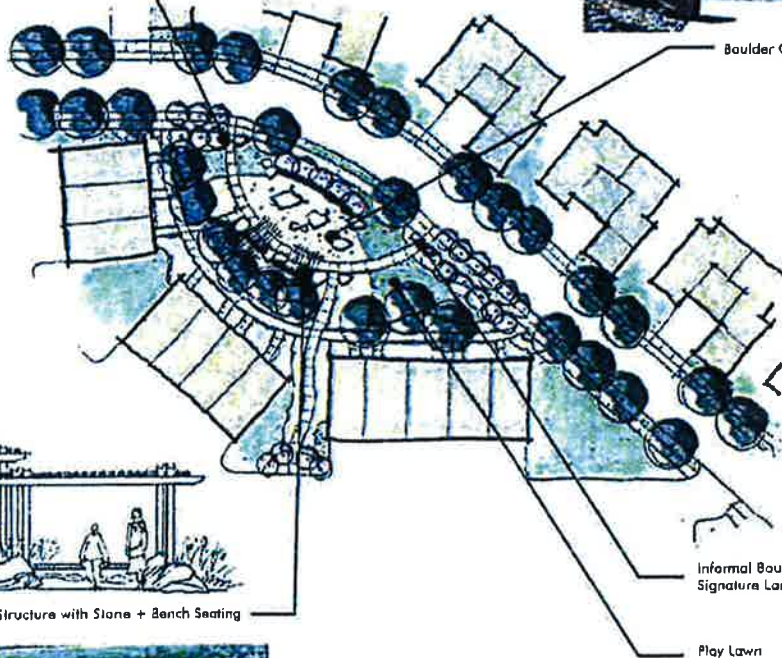




Informal Boulder Gateway and
Signature Landscape



Boulder Garden/Play Area



Shade Structure with Stone + Bench Seating



Bench Seat Incorporated into Stone Wall and Boulder "Outcroppings"

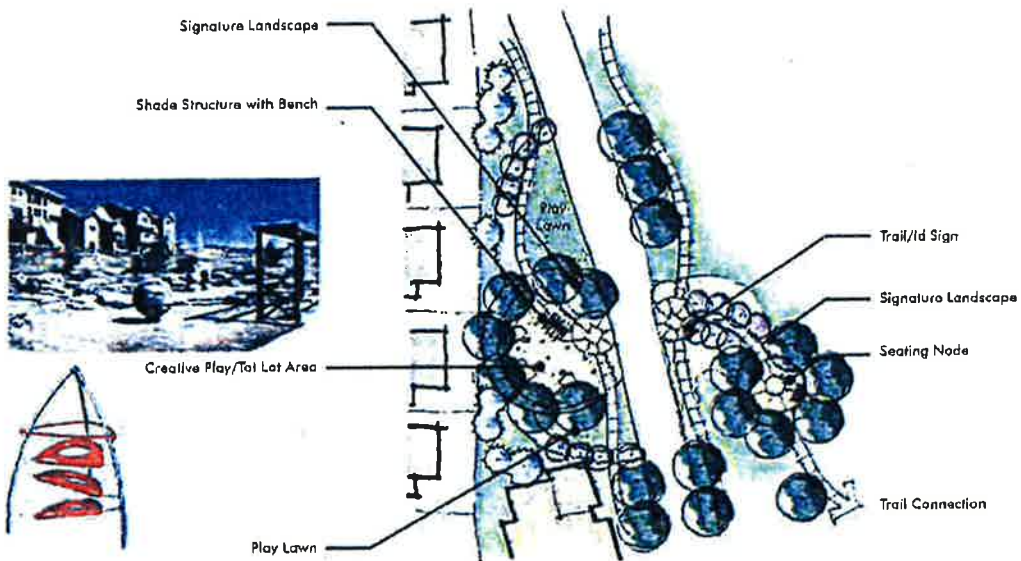
Boulder Garden Play Area

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0 15 30 60 NORTH

Oquirrh Mountain Ranch

Parks and Open Space





Tot Lot/Creative Play Area (West Side) and Trailhead Park A

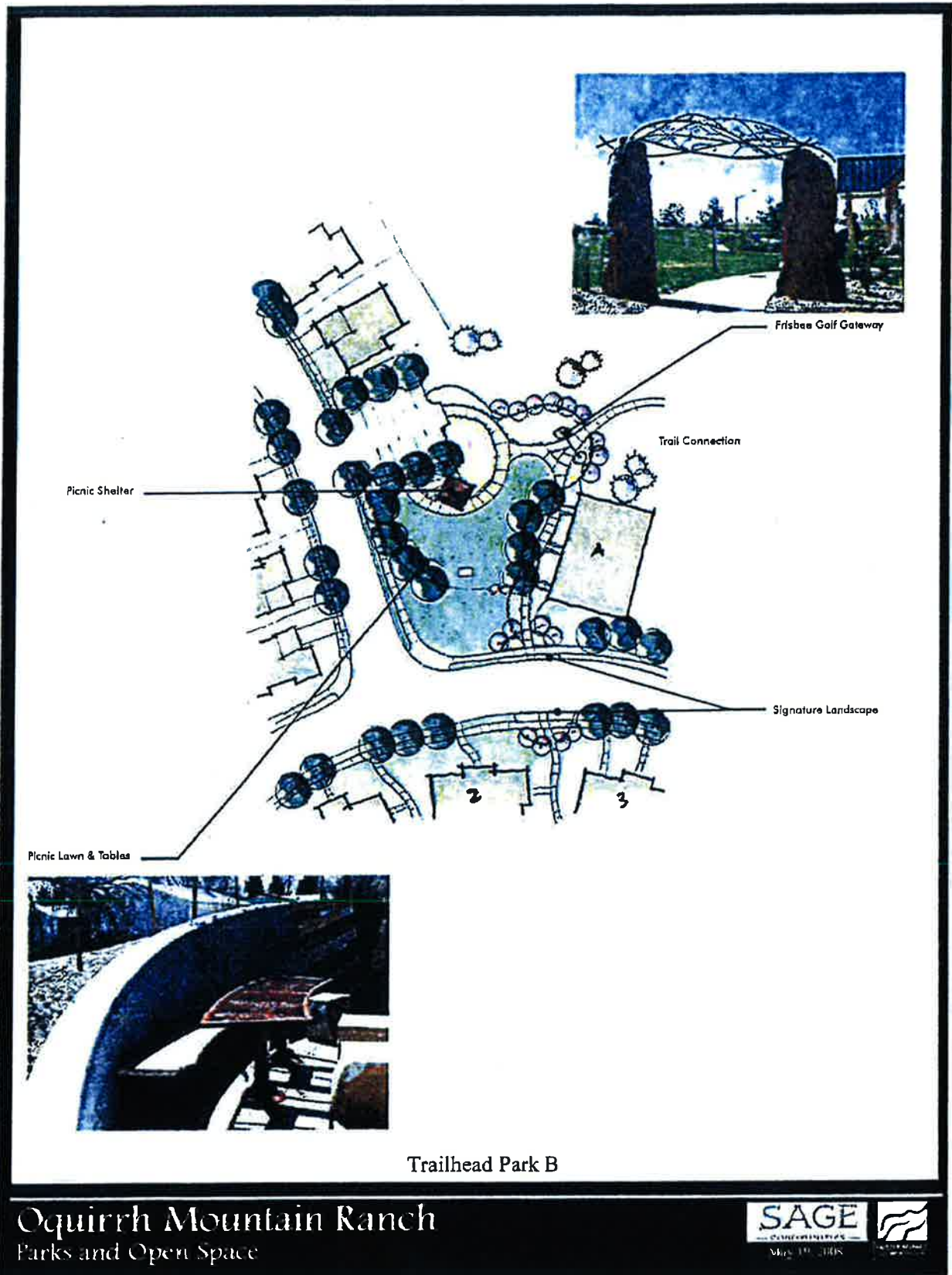
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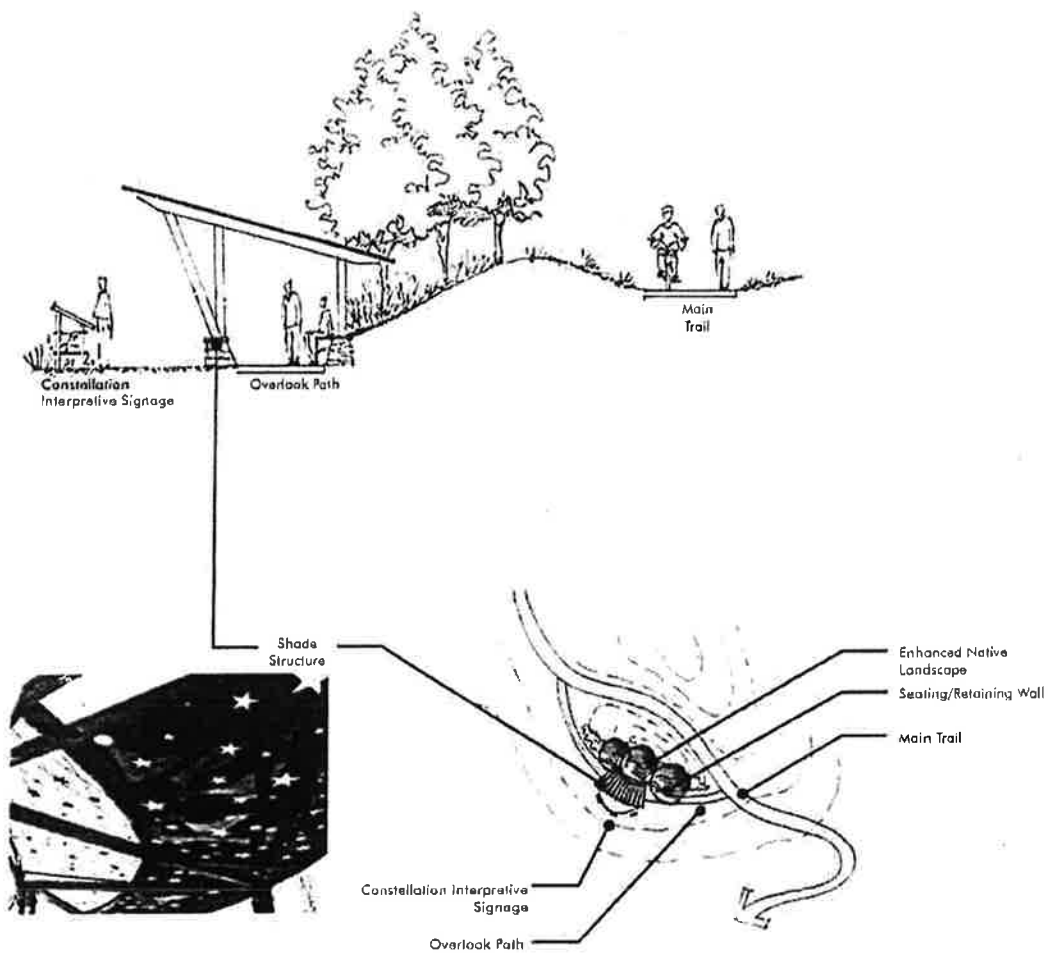
0 15 30 60

NORTH

Oquirrh Mountain Ranch
Parks and Open Space

SAGE
SOUTHERN ARIZONA GOLF & EQUESTRIAN
May 19, 2008

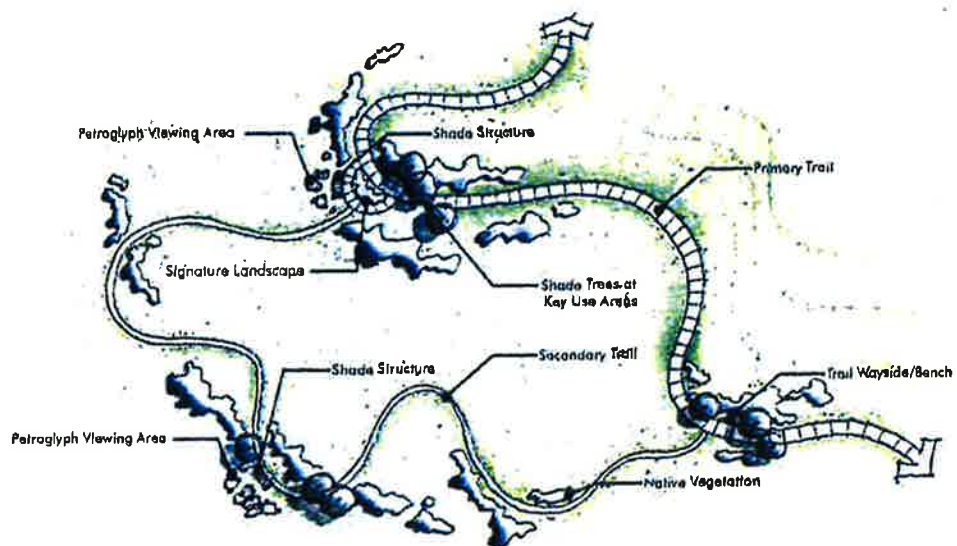




Constellation Overlook

Oquirrh Mountain Ranch
Parks and Open Space



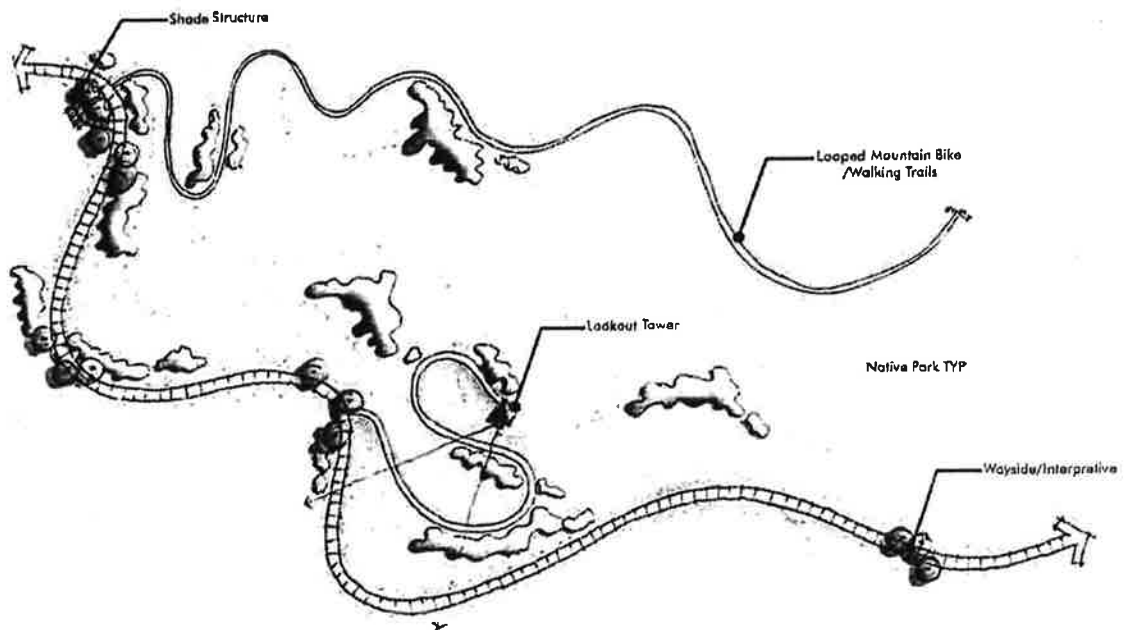


Petroglyph Park

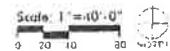
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0 20 40 80 NORTH

Oquirrh Mountain Ranch
Parks and Open Space





Hilltop Native Park



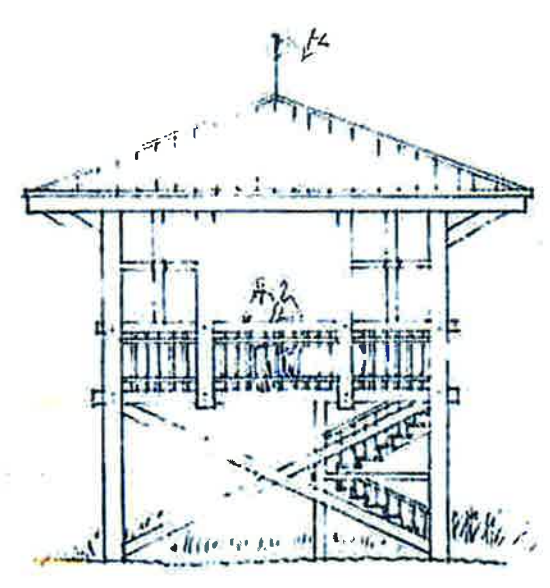
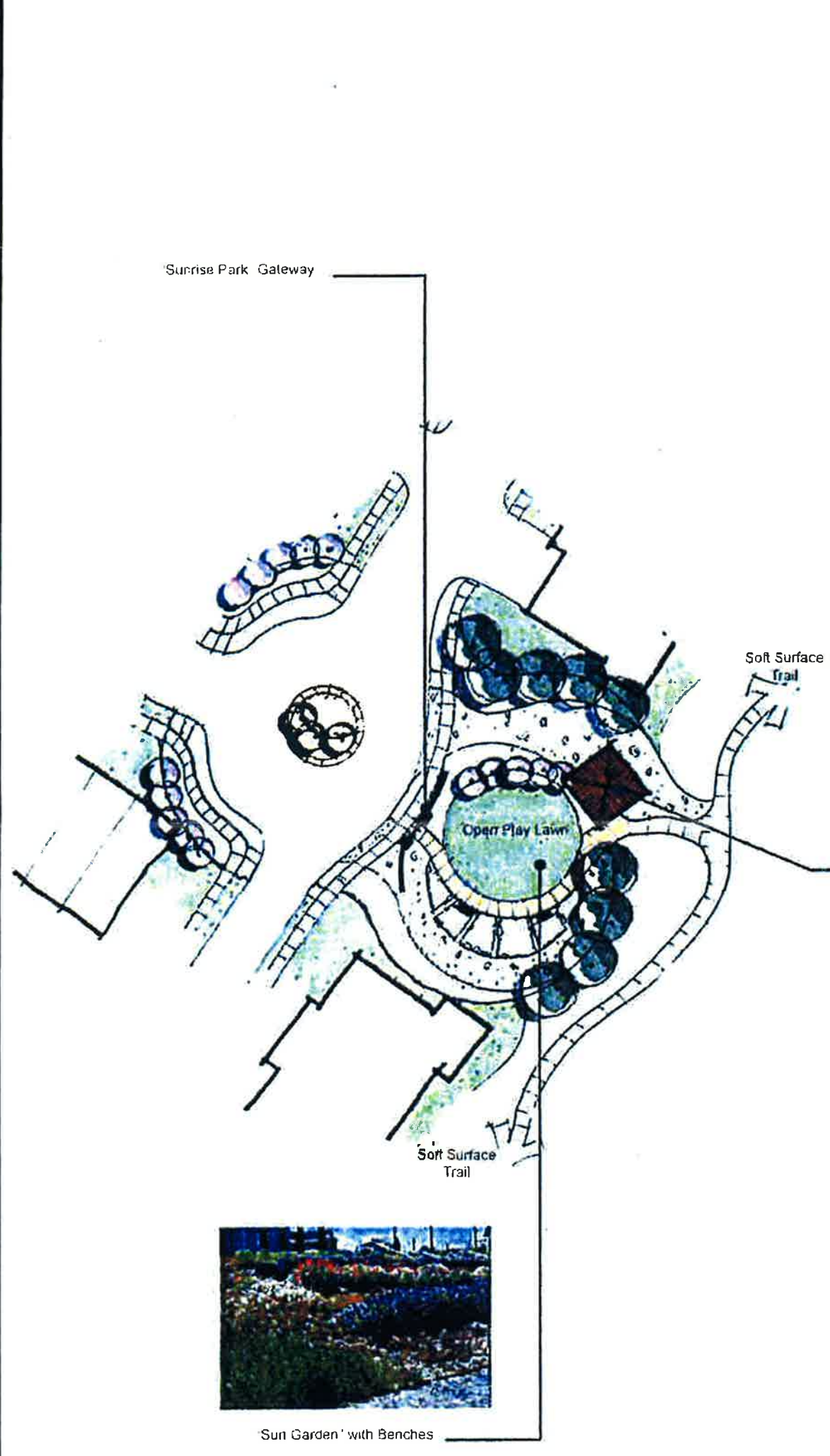
Oquirrh Mountain Ranch
Parks and Open Space

SAGE
May 19, 2008

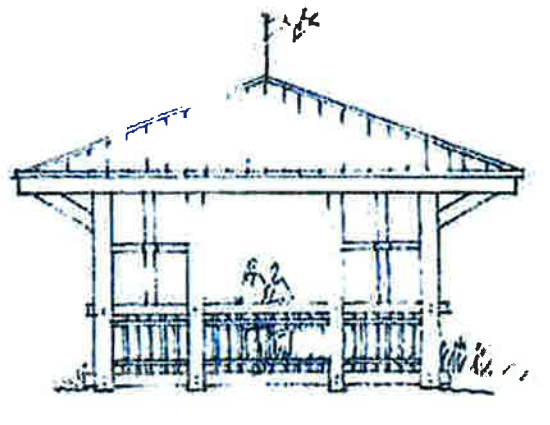


Exhibit G

[Lookout Tower Design Drawing]



Revised
Sage Communities Overlook Tower



Scenic Mountain Overlook Pavillion



Example of Fixed Metal Pennant

Sunrise Park

Illustrative graphic only - conceptual
and not subject to change

Scenic Mountain Park Concepts

Scale: 1"=20'-0"
June 25, 2008

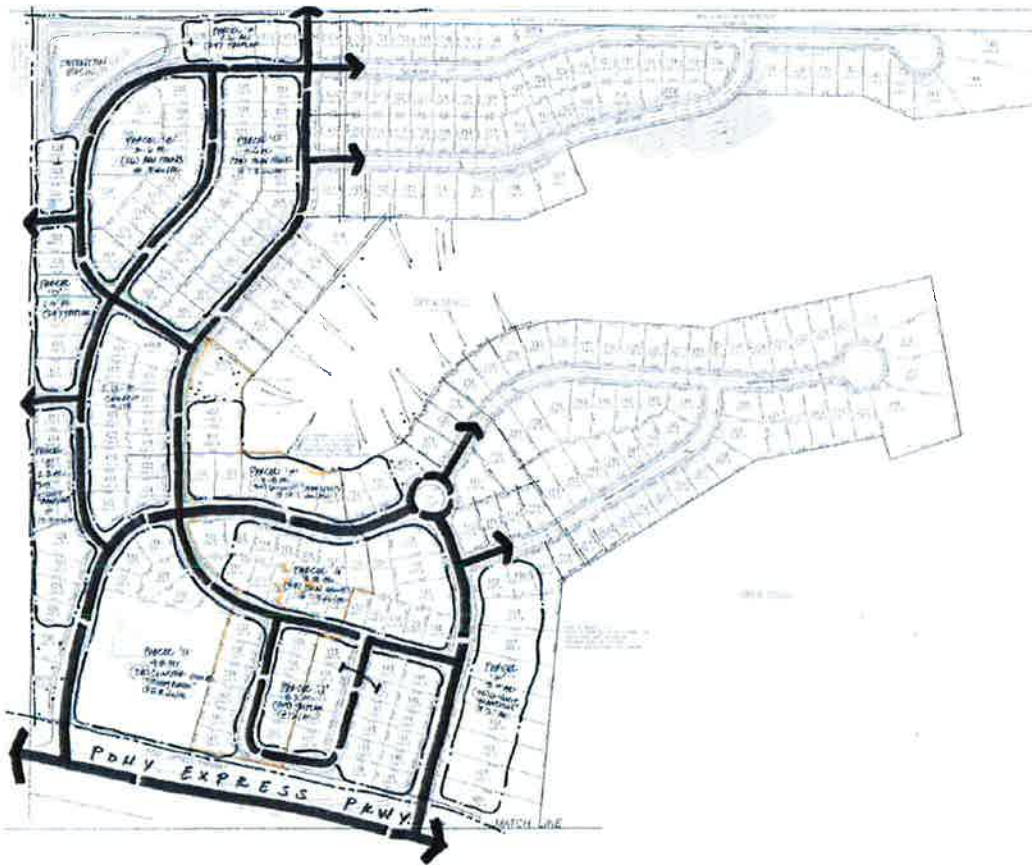


Exhibit H

[Traffic Study]

Oquirrh Mountain Ranch

Traffic Impact Study



Eagle Mountain, Utah

October 2014

UT14-653

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Oquirrh Mountain Ranch in Eagle Mountain, Utah. The proposed development is located on the Pony Express Parkway, approximately 3 miles north of Eagle Mountain Boulevard.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future (2020) conditions are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2014) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- Red Pine Road / Pony Express Parkway

These counts were performed on Wednesday, October 22, 2014. The a.m. peak hour was determined to be between the hours of 7:15 – 8:15 a.m. and the p.m. peak hour between the hours of 5:00 and 6:00 p.m. Traffic volumes were approximately 15% higher during the a.m. peak hour, so the analysis was completed using a.m. peak hour conditions only. Detailed count data are included in Appendix A.

As shown in Table ES-1, the study intersection is currently operating at an acceptable levels of service during the a.m. peak hour. No significant queuing was observed at the study intersection.

Project Conditions Analysis

The project is planned to be built in several phases. For the purposes of this study, it was assumed that the project will be completed in two major phases. A site plan for the proposed development has been included in Appendix C.

The proposed land use for the development has been identified as follows:

Phase 1

- Single Family Detached Housing: 50 dwelling units

Phase 2

- Single Family Detached Housing: 74 dwelling units
- Twin Homes: 56 dwelling units
- Triplex Homes: 87 dwelling units
- Row Townhomes: 26 dwelling units
- 6-unit "Mansion Homes": 96 dwelling units
- Cluster Homes "Stoneybrook": 28 dwelling units

The total trip generation for the development is as follows:

- Daily Trips: 3,398
- a.m. Peak Hour Trips: 263
- p.m. Peak Hour Trips: 333

Existing (2014) Plus Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to continue to operate at acceptable levels of service. No significant queuing is anticipated at any of the study intersections.

Future (2020) Background Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to continue to operate at acceptable levels of service. No significant queuing is anticipated.

Future (2020) Plus Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to continue to operate at acceptable levels of service during the a.m. peak hour. The 95th percentile queue lengths for the Bald Eagle Way access are anticipated to be approximately 100 feet (approximately 5 vehicles) during the a.m. peak hour. No other significant queuing is anticipated.

TABLE ES-1 A.M. Peak Hour Eagle Mountain - Oquirrh Mountain Ranch TIS				
Intersection	Existing 2014 Background	Existing 2014 Plus Project	Future 2020 Background	Future 2020 Plus Project
Description	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)
Red Pine Road / Pony Express Pkwy	A (5.9) / EB	A (5.6) / EB	B (10.6) / EB	B (14.9) / EB
Bald Eagle Way / Pony Express Pkwy ²	-	A (7.2) / EB	-	C (19.3) / EB
Oquirrh Ranch Pkwy / Pony Express Pkwy ²	-	A (6.4) / EB	-	B (13.2) / EB
1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized and all-way stop controlled intersections and the worst approach for all other unsignalized intersections. 2. Project accesses were only analyzed in "plus project" scenarios. Source: Hales Engineering, October 2014				

RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2014) Background Conditions Analysis

No mitigation measures are recommended.

Existing (2014) Plus Project Conditions Analysis

No mitigation measures are recommended.

Future (2020) Background Conditions Analysis

No mitigation measures are recommended.

Future (2020) Plus Project Conditions Analysis

No mitigation measures are recommended.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- All of the study intersections are currently operating at acceptable levels of service.
- With project traffic added, the study intersections are anticipated to continue to operate at acceptable levels of service.
- Pony Express Parkway is planned to be widened to a 4-lane roadway as a 1 – 5 year project, according to the Eagle Mountain Capital Facilities Plan. It was assumed that this is completed by 2020.
- All study intersections are anticipated to operate at acceptable levels of service during the future 2020 conditions, both in the background and plus project scenarios.
- No mitigation measures are recommended.

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I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed Oquirrh Mountain Ranch in Eagle Mountain, Utah. The proposed development is located on the Pony Express Parkway, approximately 3 miles north of Eagle Mountain Boulevard. Figure 1 shows a vicinity map of the proposed development.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future (2020) conditions are also analyzed.



Figure 1 Vicinity map showing the project location in Eagle Mountain, Utah

B. Scope

The study area was defined based on conversations with the development Team. This study was scoped to evaluate the impacts of the project on the adjacent intersection and the project accesses. The proposed project will eliminate three existing accesses that will be accounted for in trip generation but will not be evaluated for level of service. This study will evaluate the traffic operational performance of the following intersections:

- Red Pine Road / Pony Express Parkway
- Bald Eagle Way / Pony Express Parkway (proposed)
- Oquirrh Ranch Parkway / Pony Express Parkway (proposed)

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The Highway Capacity Manual 2010 (HCM 2010) methodology was used in this study to remain consistent with “state-of-the-practice” professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop controlled intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections LOS is reported based on the worst approach.

D. Level of Service Standards

For the purposes of this study, a minimum overall intersection performance for each of the study intersections was set at LOS D. If LOS E or F conditions exist, an explanation and/or mitigation measures will be presented. An LOS D threshold is consistent with “state-of-the-practice” traffic engineering principles for urbanized areas.

Table 1 Level of Service Descriptions

Level of Service	Description of Traffic Conditions	Average Delay (seconds/vehicle)
Signalized Intersections		Overall Intersection
A	Extremely favorable progression and a very low level of control delay. Individual users are virtually unaffected by others in the traffic stream.	$0 \leq 10.0$
B	Good progression and a low level of control delay. The presence of other users in the traffic stream becomes noticeable.	$> 10.0 \text{ and } \leq 20.0$
C	Fair progression and a moderate level of control delay. The operation of individual users becomes somewhat affected by interactions with others in the traffic stream.	$> 20.0 \text{ and } \leq 35.0$
D	Marginal progression with relatively high levels of control delay. Operating conditions are noticeably constrained.	$> 35.0 \text{ and } \leq 55.0$
E	Poor progression with unacceptably high levels of control delay. Operating conditions are at or near capacity.	$> 55.0 \text{ and } \leq 80.0$
F	Unacceptable progression with forced or breakdown operating conditions.	> 80.0
Unsignalized Intersections		Worst Approach
A	Free Flow / Insignificant Delay	$0 \leq 10.0$
B	Stable Operations / Minimum Delays	$> 10.0 \text{ and } \leq 15.0$
C	Stable Operations / Acceptable Delays	$> 15.0 \text{ and } \leq 25.0$
D	Approaching Unstable Operations / Tolerable Delays	$> 25.0 \text{ and } \leq 35.0$
E	Unstable Operations / Significant Delays	$> 35.0 \text{ and } \leq 50.0$
F	Forced or Unpredictable Operations / Excessive Delays	> 50.0

Source: Hales Engineering Descriptions, based on Highway Capacity Manual, 2010 Methodology (Transportation Research Board, 2010)

II. EXISTING (2014) BACKGROUND CONDITIONS

A. Purpose

The purpose of the existing (2014) background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified and potential mitigation measures recommended. This analysis will provide a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadway that will provide access to the project site is described below:

Pony Express Parkway: is a city maintained Major arterial. Pony Express Parkway has one lane in each direction and a landscaped median with a posted speed limit of 40 mph.

C. Traffic Volumes

Hales Engineering performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- Red Pine Road / Pony Express Parkway

These counts were performed on Wednesday, October 22, 2014. The a.m. peak hour was determined to be between the hours of 7:15 – 8:15 a.m. and the p.m. peak hour between the hours of 5:00 and 6:00 p.m. Traffic volumes were approximately 15% higher during the a.m. peak hour, so the analysis was completed using a.m. peak hour conditions only, see Appendix A.

Figure 2 shows the existing a.m. peak hour volume as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the a.m. peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 2 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2014) conditions. As shown in Table 2, the study intersection is currently operating at an acceptable level of service during the a.m. peak hour.



E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for the study intersection. The queue reports can be found in Appendix D. No significant queuing was observed at the study intersection.

F. Mitigation Measures

No mitigation measures are recommended.

Table 2 Existing (2014) Background a.m. Peak Hour Level of Service

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach ^{1,3}	Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
Red Pine Road / Pony Express Parkway	EB Stop	EB	5.9	A	-	-
1. This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop unsignalized intersections. 2. This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for roundabout, all-way stop and signal controlled intersections. 3. Southbound = Southbound approach, etc. Source: Hales Engineering, October 2014						

III. PROJECT CONDITIONS

A. Purpose

The project conditions analysis explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in the Introduction.

B. Project Description

This study addresses the traffic impacts associated with the proposed Oquirrh Mountain Ranch in Eagle Mountain, Utah. The proposed development is located on Pony Express Parkway, approximately three miles north of Eagle Mountain Boulevard. The project is planned to be built in several phases. For the purposes of this study, it was assumed that the project will be completed in two major phases. A site plan for the proposed development has been included in Appendix C.

The proposed land use for the development has been identified as follows:

Phase 1

- Single Family Detached Housing: 50 dwelling units

Phase 2

- Single Family Detached Housing: 74 dwelling units
- Twin Homes: 56 dwelling units
- Triplex Homes: 87 dwelling units
- Row Townhomes: 26 dwelling units
- 6-unit "Mansion Homes": 96 dwelling units
- Cluster Homes "Stoneybrook": 28 dwelling units

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (9th Edition, 2012)*. Trip Generation for the proposed project is included in Table 3.

Table 3
Eagle Mountain - Oquirrh Mountain Ranch TIS
Trip Generation

Weekday Daily		Number of	Unit	Trip	%	%	Trips	Trips	Total Daily
	Land Use ¹	Units	Type	Generation	Entering	Exiting	Entering	Exiting	Trips
Phase 1	Single-Family Detached Housing (210)	50	Dwelling Units	555	50%	50%	278	278	555
Phase 2	Residential Condominium/Townhouse (230)	82	Dwelling Units	541	50%	50%	271	271	541
Phase 2	Apartment (220)	183	Dwelling Units	1,233	50%	50%	616	616	1,233
Phase 2	Single-Family Detached Housing (210)	102	Dwelling Units	1,070	50%	50%	535	535	1,070
Project Total Daily Trips							1,699	1,699	3,398
A.M. Peak Hour		Number of	Unit	Trip	%	%	Trips	Trips	Total a.m.
	Land Use ¹	Units	Type	Generation	Entering	Exiting	Entering	Exiting	Trips
Phase 1	Single-Family Detached Housing (210)	50	Dwelling Units	45	25%	75%	11	34	45
Phase 2	Residential Condominium/Townhouse (230)	82	Dwelling Units	44	17%	83%	7	37	44
Phase 2	Apartment (220)	183	Dwelling Units	93	20%	80%	19	75	93
Phase 2	Single-Family Detached Housing (210)	102	Dwelling Units	81	25%	75%	20	61	81
Project Total a.m. Peak Hour Trips							58	206	263
P.M. Peak Hour		Number of	Unit	Trip	%	%	Trips	Trips	Total p.m.
	Land Use ¹	Units	Type	Generation	Entering	Exiting	Entering	Exiting	Trips
Phase 1	Single-Family Detached Housing (210)	50	Dwelling Units	56	63%	37%	35	21	56
Phase 2	Residential Condominium/Townhouse (230)	82	Dwelling Units	51	67%	33%	34	17	51
Phase 2	Apartment (220)	183	Dwelling Units	118	65%	35%	77	41	118
Phase 2	Single-Family Detached Housing (210)	102	Dwelling Units	107	63%	37%	67	40	107
Project Total p.m. Peak Hour Trips							214	119	333

¹ Land Use Code from the Institute of Transportation Engineers, Trip Generation Manual (9th Edition - 2012)

SOURCE: Hales Engineering, October 2014

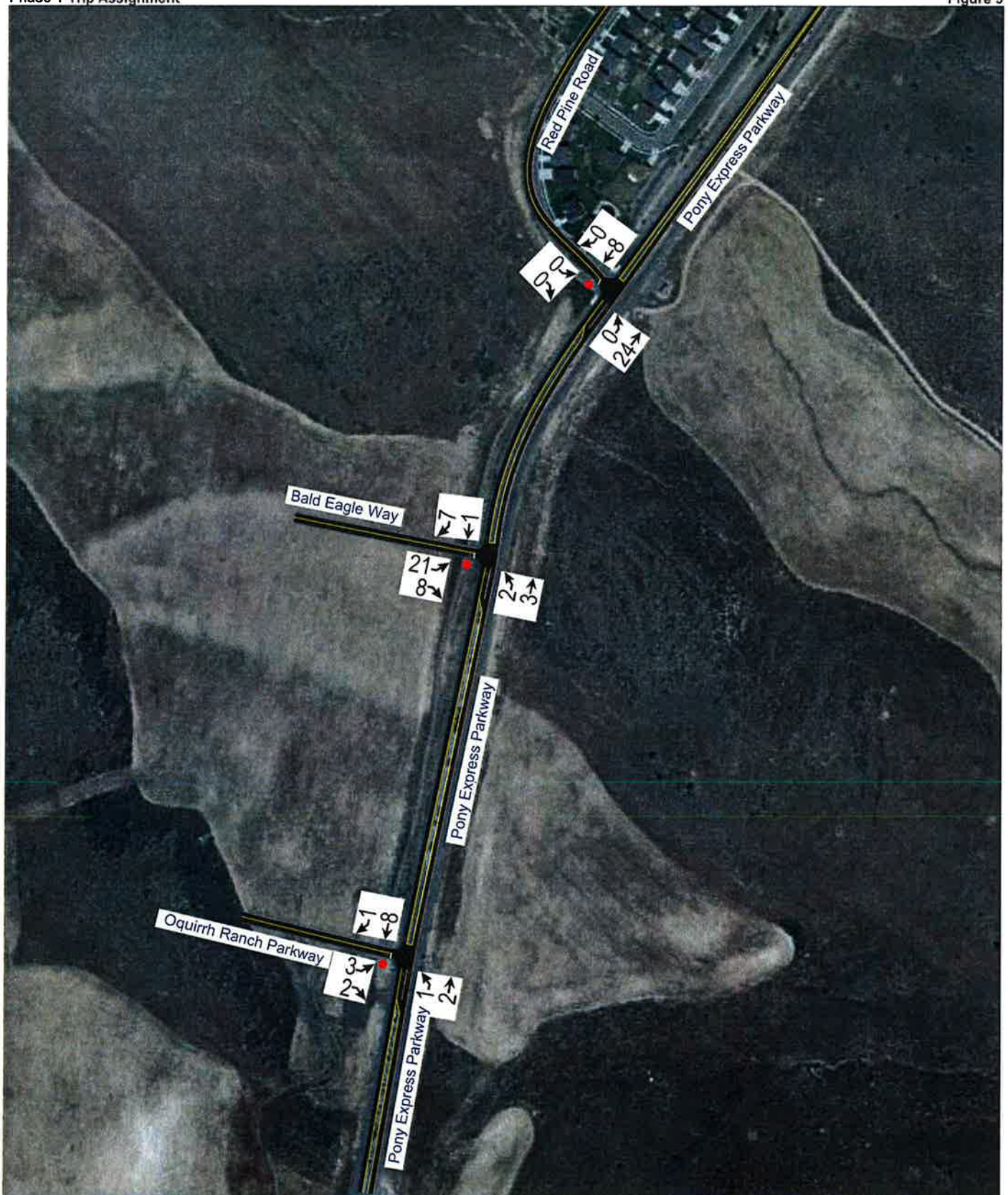
D. Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provide helpful guidance to establishing these distribution percentages, especially in close proximity to the site. The resulting distribution of project generated trips is as follows:

To/From Project a.m. Peak Period:

- 70% North
- 30% South

These trip distribution assumptions and the prevailing movements at each intersection were used to assign the a.m. peak hour generated traffic at the study intersections to create trip assignment for the proposed development. Trip assignment for Phases 1 and 2 of the development are shown in Figures 3 and 4.





E. Access

The proposed accesses for the site will be gained at the following locations (see also site plan in Appendix C):

Oquirrh Ranch Parkway: This is a proposed full movement access on Pony Express Parkway approximately 50 feet north of the southern property line. It is approximately 600 feet south of the proposed Bald Eagle Way. There is an existing median opening with a left-turn pocket at the proposed roadway location.

Bald Eagle Way: This is a proposed full movement access on Pony Express Parkway on the northern property line. It is approximately 600 feet north of the proposed Oquirrh Ranch Parkway. There is an existing median opening with a left-turn pocket at the proposed roadway location.

IV. EXISTING (2014) PLUS PROJECT CONDITIONS

A. Purpose

This section of the report examines the traffic impacts of the proposed project at each of the study intersections. The net trips generated by the proposed development were combined with the existing background traffic volumes to create the existing plus project conditions. This scenario provides valuable insight into the potential impacts of the proposed project on background traffic conditions.

B. Traffic Volumes

Project trips were assigned to the study intersections based on the trip distribution percentages, trip assignment calculations, and permitted intersection turning movements as discussed in Chapter III. The existing (2014) plus project a.m. peak hour volumes were generated for the study intersections and are shown in Figure 5.

C. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the a.m. peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 4 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. As shown in Table 4, all study intersections are anticipated to continue to operate at acceptable levels of service.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. No significant queuing is anticipated at any of the study intersections.

E. Mitigation Measures

No mitigation measures are recommended.

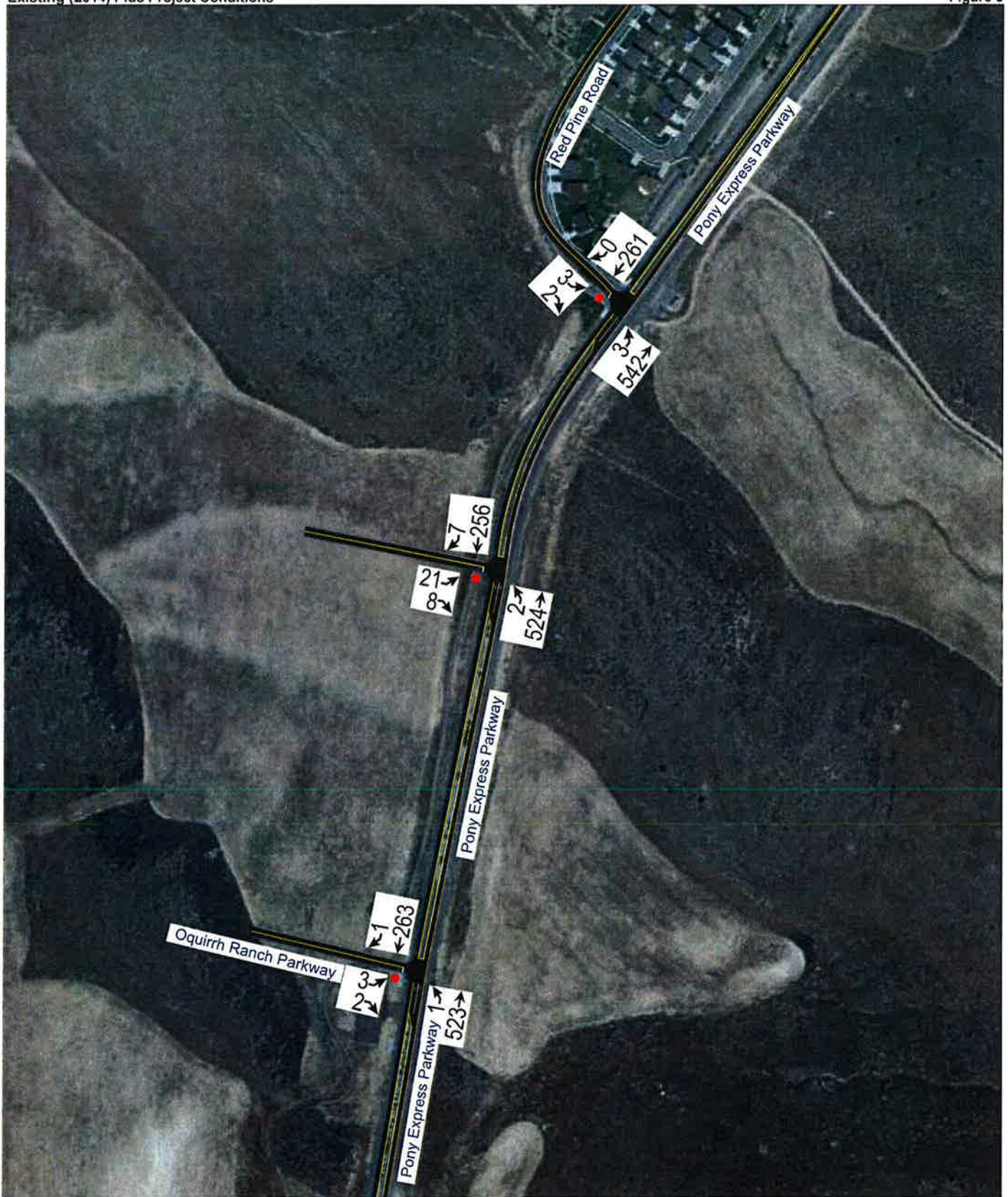


Table 4 Existing (2014) Plus Project p.m. Peak Hour Level of Service

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach ^{1,3}	Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
Red Pine Road / Pony Express Parkway	EB Stop	EB	5.6	A	-	-
Bald Eagle Way / Pony Express Parkway	EB Stop	EB	7.2	A	-	-
Oquirrh Ranch Parkway / Pony Express Parkway	EB Stop	EB	6.4	A	-	-

1. This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop unsignalized intersections.

2. This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for roundabout, all-way stop and signal controlled intersections.

3. Southbound = Southbound approach, etc.

Source: Hales Engineering, October 2014

V. FUTURE (2020) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2020) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified and potential mitigation measures recommended.

B. Traffic Volumes

Hales Engineering obtained future (2020) forecasted volumes using the Wasatch Front Regional Council (WFRC) travel demand model. Peak period turning movement counts were estimated using NCHRP 255 methodologies which utilize existing peak period turn volumes and future ADT volumes to project the future turn volumes at the major intersections.

According to the Eagle Mountain Capital Facilities Plan (Nov. 2012), Pony Express Parkway is planned to be widened to two lanes each direction as a 1 – 5 year project. It was assumed that this project is completed by 2020. The future (2020) background a.m. peak hour volumes were generated for the study intersections and are shown in Figure 6.

C. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the a.m. peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 5 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. These results serve as a baseline condition for the impact analysis of the proposed development for future (2020) conditions. As shown in Table 5, all study intersections are anticipated to continue to operate at acceptable levels of service.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. No significant queuing is anticipated.

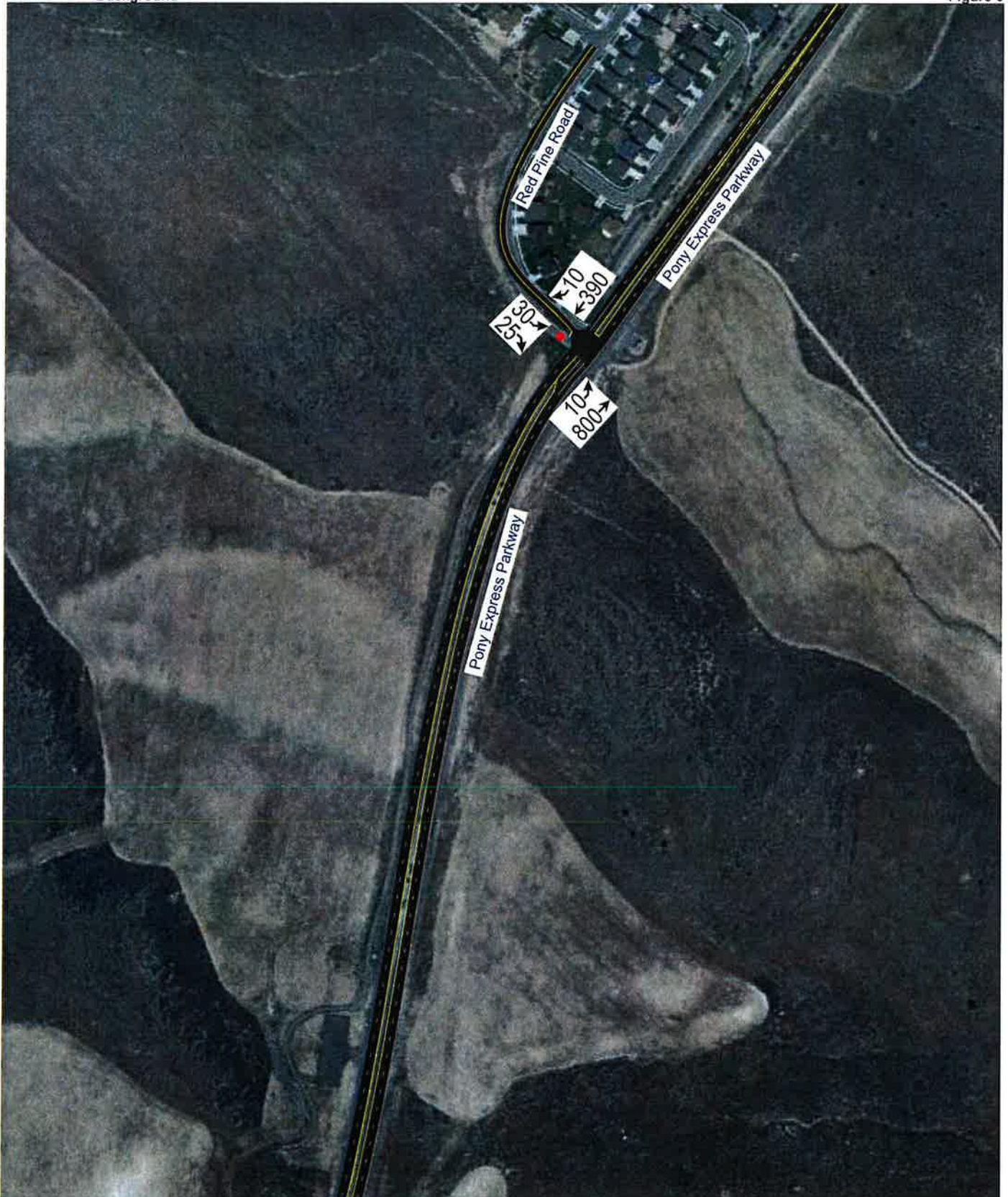


Table 5 Future (2020) Background p.m. Peak Hour Level of Service

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach ^{1,3}	Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
Red Pine Road / Pony Express Parkway	EB Stop	EB	10.6	B	-	-

1. This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for roundabout, all-way stop and signal controlled intersections.
3. Southbound = Southbound approach, etc.

Source: Hales Engineering, October 2014

E. Mitigation Measures

No mitigation measures are recommended.

VI. FUTURE (2020) PLUS PROJECT CONDITIONS

A. Purpose

This section of the report examines the traffic impacts of the proposed project during future (2020) conditions. The trips generated by the proposed development were combined with the future 2020 background traffic volumes to create the future plus project conditions. The future plus project scenario evaluates the impacts of the project traffic on the surrounding roadway network as discussed in Chapter III of this report. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Traffic Volumes

Trips were assigned to the study intersections based on the trip distribution percentages discussed in Chapter III and permitted intersection turning movements. These trips were added to the future (2020) background conditions traffic volumes. The future (2020) plus project a.m. peak hour volumes were generated for the study intersections and are shown in Figure 7.

C. Level of Service Analysis

Using the Synchro/SimTraffic Software which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the future 2020 plus project a.m. peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 6 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used for the analysis to provide a statistical evaluation of the interaction between the intersections. As shown in Table 6, all study intersections are anticipated to continue to operate at acceptable levels of service during the a.m. peak hour.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. The 95th percentile queue lengths for the Bald Eagle Way access are anticipated to be approximately 100 feet (approximately 5 vehicles) during the a.m. peak hour. No other significant queuing is anticipated.

E. Mitigation Measures

No mitigation measures are recommended.

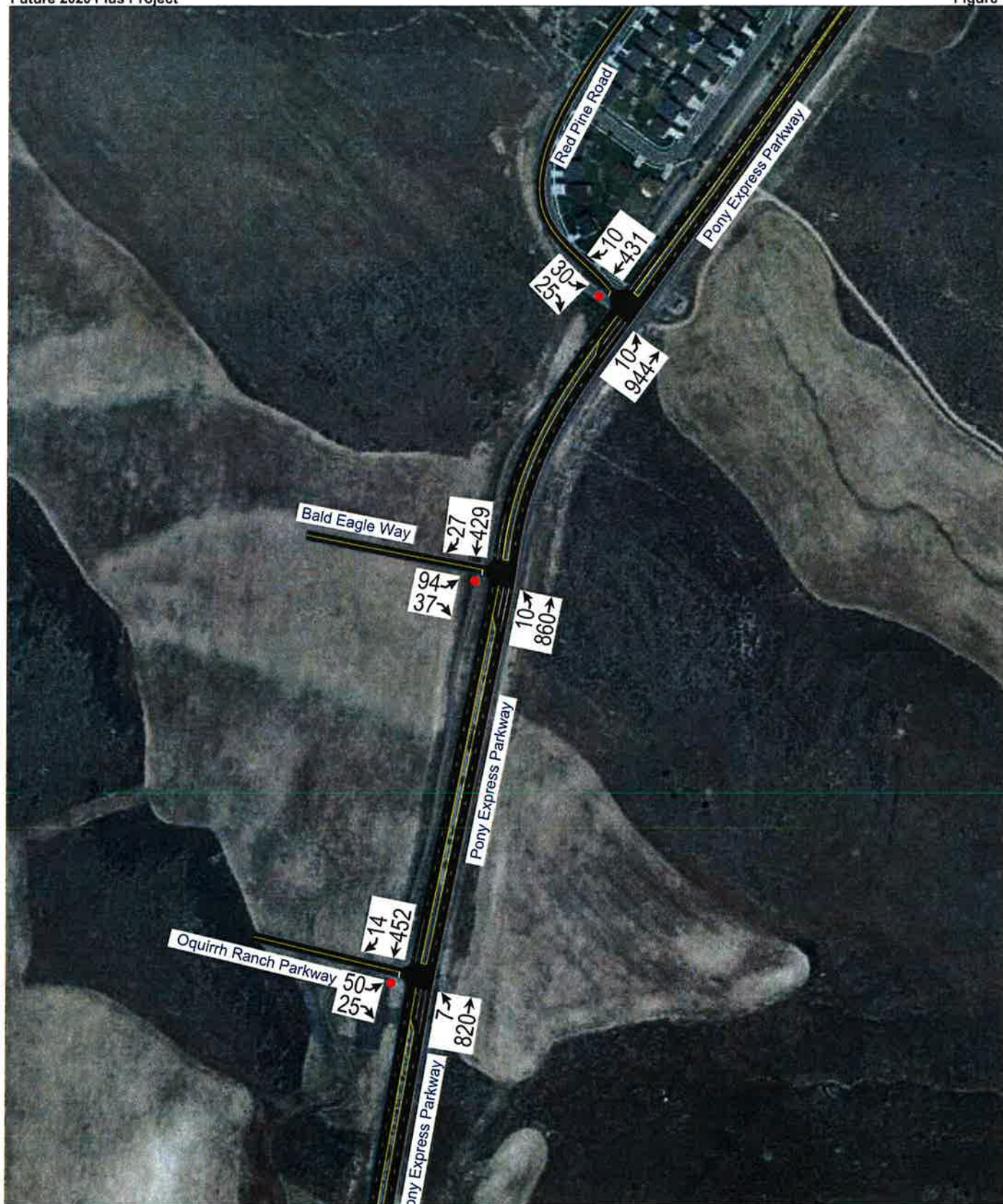


Table 6 Future (2020) Plus Project p.m. Peak Hour Level of Service

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach ^{1,3}	Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
Red Pine Road / Pony Express Parkway	EB Stop	EB	14.9	B	-	-
Bald Eagle Way / Pony Express Parkway	EB Stop	EB	19.3	C	-	-
Oquirrh Ranch Parkway / Pony Express Parkway	EB Stop	EB	13.2	B	-	-

1. This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop unsignalized intersections.

2. This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for roundabout, all-way stop and signal controlled intersections.

3. Southbound = Southbound approach, etc.

Source: Hales Engineering, October 2014

APPENDIX A

Turning Movement Counts

TrafficCounts

2364 North 1450 East
Lehi, UT 84043
801.636.0891

Intersection Turning Movement Summary

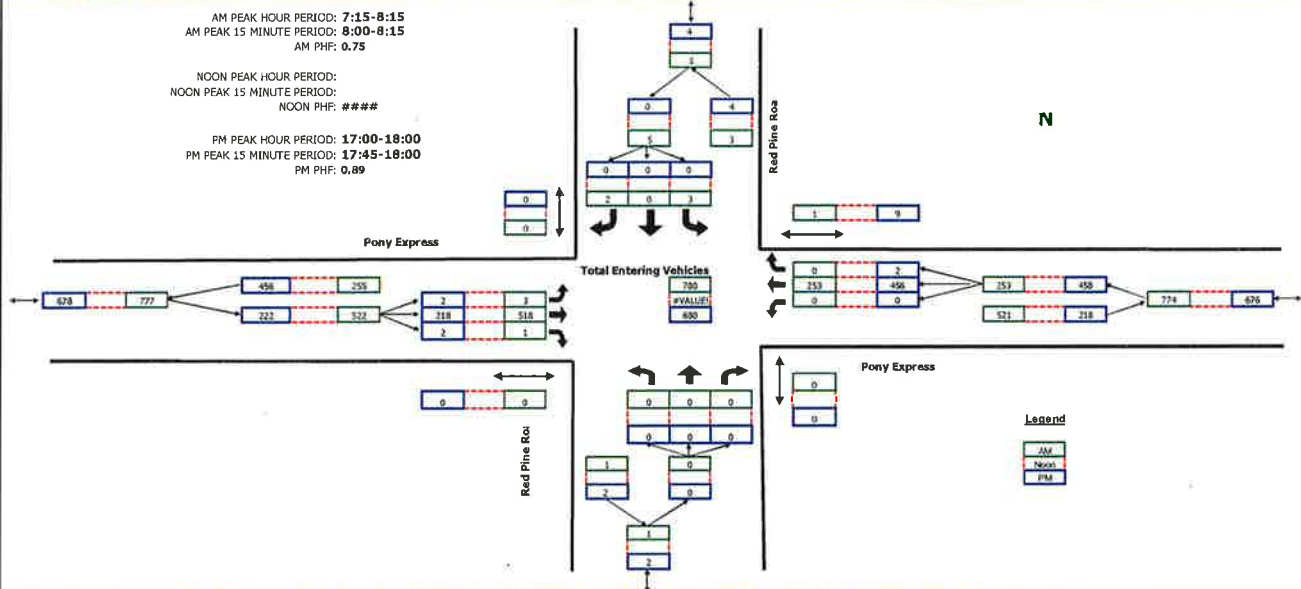
Intersection: Red Pine Road / Pony Express
North/South: Red Pine Road
East/West: Pony Express
Jurisdiction: Eagle Mountain
Project Title: Eagle Mountain - Oquirrh Mountain Ranch TIS
Project No: UT14-653
Weather: Sunny

Date: 10-22-14, Wed
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 100.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: 7:15-8:15
AM PEAK 15 MINUTE PERIOD: 8:00-8:15
AM PHF: 0.75

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: ###

PM PEAK HOUR PERIOD: 17:00-18:00
PM PEAK 15 MINUTE PERIOD: 17:45-18:00
PM PHF: 0.89



RAW COUNT	Red Pine Road Northbound				Red Pine Road Southbound				Pony Express Eastbound				Pony Express Westbound				
SUMMARIES	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	0	0	0	0	0	0	0	0	2	124	0	0	0	29	0	1	155
7:15-7:30	0	0	0	0	1	0	0	0	1	136	0	0	0	56	0	0	194
7:30-7:45	0	0	0	0	0	0	0	0	0	110	1	0	0	53	0	1	164
7:45-8:00	0	0	0	0	1	0	2	0	1	93	0	0	0	65	0	0	162
8:00-8:15	0	0	0	0	1	0	0	0	1	179	0	0	0	79	0	0	260
8:15-8:30	0	0	0	0	1	0	0	0	0	79	0	0	0	37	0	0	117
8:30-8:45	0	0	0	0	0	0	0	0	0	61	0	0	0	17	0	1	78
8:45-9:00	0	0	0	0	2	0	1	0	1	61	0	0	0	34	1	2	100
NOON PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
11:30-11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45-12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00-12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15-12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30-12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45-13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00-13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15-13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	0	0	0	0	1	0	0	0	0	72	0	0	0	79	2	0	154
16:15-16:30	0	0	0	0	0	0	0	0	0	67	0	0	0	96	0	3	163
16:30-16:45	0	0	0	0	0	0	0	0	0	75	0	0	0	93	0	0	168
16:45-17:00	0	0	0	0	0	0	0	0	2	57	0	0	0	93	2	0	154
17:00-17:15	0	0	0	0	0	0	0	0	0	61	1	0	0	104	0	6	166
17:15-17:30	0	0	0	0	0	0	0	0	1	54	0	0	0	103	0	1	158
17:30-17:45	0	0	0	0	0	0	0	0	0	51	0	0	0	112	1	0	165
17:45-18:00	0	0	0	0	0	0	0	0	0	52	1	0	0	137	1	2	191

APPENDIX B

Level of Service Results

SimTraffic LOS Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS
Analysis Period: Existing (2014) Conditions
Time Period: a.m. Peak Hour **Project #:** UT14-653

Intersection: Pony Express Parkway & Red Pine Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
SE	L	3	2	62	8.2	A
	R	2	2	89	3.6	A
	Subtotal	5	4	80	5.9	A
NE	L	3	3	92	2.1	A
	T	518	519	100	1.6	A
	Subtotal	521	522	100	1.6	A
SW	T	253	255	101	0.3	A
	Subtotal	253	255	101	0.3	A
Total		780	781	100	1.2	A

Intersection:
Type:

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
Total						

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #1 5:00

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)			1.3	0.4	0.2	0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)			1.4	1.3	0.3	1.0
Vehicles Entered	0	0	1	118	55	174
Vehicles Exited	0	0	1	118	56	175
Hourly Exit Rate	0	0	4	472	224	700
Input Volume	3	2	3	460	225	693
% of Volume	0	0	133	103	100	101

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #2 5:15

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1			0.3	0.2	0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	3.0			1.4	0.3	1.1
Vehicles Entered	1	0	0	118	52	171
Vehicles Exited	1	0	0	118	52	171
Hourly Exit Rate	4	0	0	472	208	684
Input Volume	3	2	3	460	225	693
% of Volume	133	0	0	103	92	99

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #3 5:30

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	2.7	0.5	0.3	0.4
Total Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.1
Total Del/Veh (s)	10.8	3.5	2.9	2.0	0.4	1.5
Vehicles Entered	1	1	1	171	87	261
Vehicles Exited	1	1	1	170	86	259
Hourly Exit Rate	4	4	4	680	344	1036
Input Volume	4	3	4	691	337	1039
% of Volume	100	133	100	98	102	100

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #4 5:45

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)		0.1		0.3	0.2	0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)		1.9		1.2	0.3	0.9
Vehicles Entered	0	1	0	112	60	173
Vehicles Exited	0	1	0	112	61	174
Hourly Exit Rate	0	4	0	448	244	696
Input Volume	3	2	3	460	225	693
% of Volume	0	200	0	97	108	100

3: Pony Express Parkway & Red Pine Road Performance by movement Entire Run

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.1
Denied Del/Veh (s)	0.1	0.1	1.8	0.4	0.2	0.3
Total Delay (hr)	0.0	0.0	0.0	0.2	0.0	0.3
Total Del/Veh (s)	8.2	3.6	2.1	1.6	0.3	1.2
Vehicles Entered	2	2	3	520	255	782
Vehicles Exited	2	2	3	519	255	781
Hourly Exit Rate	2	2	3	519	255	781
Input Volume	3	2	3	518	253	780
% of Volume	62	89	92	100	101	100

Total Zone Performance By Interval

Interval Start	5:00	5:15	5:30	5:45	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.3	0.3	0.4	0.3	0.3
Total Delay (hr)	0.1	0.1	0.2	0.1	0.5
Total Del/Veh (s)	1.9	2.0	2.7	1.8	2.3
Vehicles Entered	174	171	261	173	782
Vehicles Exited	174	172	257	178	782
Hourly Exit Rate	696	688	1028	712	782
Input Volume	1386	1386	2078	1386	1559
% of Volume	50	50	49	51	50

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #1

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	12	6
Average Queue (ft)	2	1
95th Queue (ft)	12	9
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #2

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	12	3
Average Queue (ft)	2	0
95th Queue (ft)	14	6
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #3

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	21	6
Average Queue (ft)	7	1
95th Queue (ft)	25	11
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #4

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	19	5
Average Queue (ft)	4	1
95th Queue (ft)	18	8
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, All Intervals

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	24	17
Average Queue (ft)	4	1
95th Queue (ft)	18	8
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty, Interval #1: 0
Zone wide Queuing Penalty, Interval #2: 0
Zone wide Queuing Penalty, Interval #3: 0
Zone wide Queuing Penalty, Interval #4: 0
Zone wide Queuing Penalty, All Intervals: 0

SimTraffic LOS Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS
Analysis Period: Existing (2014) Plus Project Conditions
Time Period: a.m. Peak Hour **Project #:** UT14-653

Intersection: Pony Express Parkway & Red Pine Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
SE	L	3	3	92	7.7	A
	R	2	2	89	2.5	A
	Subtotal	5	5	100	5.6	A
NE	L	3	3	92	2.0	A
	T	575	575	100	0.7	A
	Subtotal	578	578	100	0.7	A
SW	T	261	252	97	0.3	A
	Subtotal	261	252	97	0.3	A
Total		845	835	99	0.6	A

Intersection: Pony Express Parkway & Bald Eagle Way
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	2	1	50	3.2	A
	T	524	522	100	0.7	A
	Subtotal	526	523	99	0.7	A
SB	T	272	264	97	0.3	A
	R	7	6	83	0.1	A
	Subtotal	279	270	97	0.3	A
EB	L	21	23	111	8.8	A
	R	8	9	109	3.2	A
	Subtotal	29	32	110	7.2	A
Total		835	825	99	0.9	A

SimTraffic LOS Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS
Analysis Period: Existing (2014) Plus Project Conditions
Time Period: a.m. Peak Hour Project #: UT14-653

Intersection: Pony Express Parkway & Oquirrh Ranch Parkway
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	1	0	0		
	T	523	520	99	0.3	A
	Subtotal	524	520	99	0.3	A
SB	T	264	257	98	0.5	A
	R	1	1	100	0.2	A
	Subtotal	265	258	97	0.5	A
EB	L	3	3	100	8.8	A
	R	2	2	100	2.9	A
	Subtotal	5	5	100	6.4	A
Total		794	783	99	0.4	A

Intersection:
Type:

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
Total						

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #1 5:00

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)			0.0	0.0	0.2	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)			1.0	0.6	0.3	0.5
Vehicles Entered	0	0	1	131	55	187
Vehicles Exited	0	0	1	131	55	187
Hourly Exit Rate	0	0	4	524	220	748
Input Volume	3	2	3	526	232	766
% of Volume	0	0	133	100	95	98

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #2 5:15

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1		0.0	0.0	0.2	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	6.2		1.2	0.6	0.3	0.5
Vehicles Entered	1	0	1	136	55	193
Vehicles Exited	1	0	1	137	55	194
Hourly Exit Rate	4	0	4	548	220	776
Input Volume	3	2	3	526	232	766
% of Volume	133	0	133	104	95	101

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #3 5:30

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.4	0.1	0.3	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	9.9	1.6	2.6	0.9	0.4	0.7
Vehicles Entered	1	1	1	177	83	263
Vehicles Exited	1	1	1	176	82	261
Hourly Exit Rate	4	4	4	704	328	1044
Input Volume	4	3	4	723	348	1082
% of Volume	100	133	100	97	94	96

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #4 5:45

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.2	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	6.7	1.5	1.2	0.6	0.3	0.5
Vehicles Entered	1	1	1	131	59	193
Vehicles Exited	1	1	1	131	60	194
Hourly Exit Rate	4	4	4	524	240	776
Input Volume	3	2	3	526	232	766
% of Volume	133	200	133	100	103	101

3: Pony Express Parkway & Red Pine Road Performance by movement Entire Run

Movement	SEL	SER	NEL	NET	SWT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.1	0.0	0.2	0.1
Total Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.1
Total Del/Veh (s)	7.7	2.5	2.0	0.7	0.3	0.6
Vehicles Entered	3	2	3	575	252	835
Vehicles Exited	3	2	3	575	252	835
Hourly Exit Rate	3	2	3	575	252	835
Input Volume	3	2	3	575	261	845
% of Volume	92	89	92	100	97	99

4: Pony Express Parkway Performance by movement Interval #1 5:00

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1		0.0	0.0	0.1	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	9.0	3.1		0.7	0.4	0.0	0.8
Vehicles Entered	4	3	0	128	61	1	197
Vehicles Exited	4	3	0	128	61	1	197
Hourly Exit Rate	16	12	0	512	244	4	788
Input Volume	20	8	2	509	249	7	795
% of Volume	80	150	0	101	98	57	99

4: Pony Express Parkway Performance by movement Interval #2 5:15

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1		0.0	0.0	0.0	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	9.2	3.8		0.7	0.3	0.1	0.8
Vehicles Entered	6	2	0	131	59	2	200
Vehicles Exited	6	2	0	132	58	2	200
Hourly Exit Rate	24	8	0	528	232	8	800
Input Volume	20	8	2	509	249	7	795
% of Volume	120	100	0	104	93	114	101

4: Pony Express Parkway Performance by movement Interval #3 5:30

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.1		0.0	0.0	0.0	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	9.8	2.5		0.7	0.3	0.0	0.9
Vehicles Entered	8	2	0	136	81	1	228
Vehicles Exited	8	2	0	136	81	1	228
Hourly Exit Rate	32	8	0	544	324	4	912
Input Volume	23	9	2	570	343	8	955
% of Volume	139	89	0	95	94	50	95

4: Pony Express Parkway Performance by movement Interval #4 5:45

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	7.1	3.5	1.0	0.7	0.3	0.2	0.8
Vehicles Entered	6	2	1	126	64	1	200
Vehicles Exited	6	2	1	126	64	1	200
Hourly Exit Rate	24	8	4	504	256	4	800
Input Volume	20	8	2	509	249	7	795
% of Volume	120	100	200	99	103	57	101

4: Pony Express Parkway Performance by movement Entire Run

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.1	0.0	0.0	0.1	0.0	0.0	0.2
Total Del/Veh (s)	8.8	3.2	3.2	0.7	0.3	0.1	0.9
Vehicles Entered	24	9	1	522	264	6	826
Vehicles Exited	23	9	1	522	264	6	825
Hourly Exit Rate	23	9	1	522	264	6	825
Input Volume	21	8	2	524	272	7	835
% of Volume	111	109	50	100	97	83	99

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #1 5:00

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)		0.1		0.4	0.0	0.0	0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)		1.8		0.3	0.5	0.1	0.4
Vehicles Entered	0	1	0	128	63	1	193
Vehicles Exited	0	1	0	128	63	0	192
Hourly Exit Rate	0	4	0	512	252	0	768
Input Volume	3	2	1	508	256	1	771
% of Volume	0	200	0	101	98	0	100

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #2 5:15

Movement	EBL	EBR	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1		0.3	0.0		0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	7.4		0.3	0.4		0.4
Vehicles Entered	1	0	130	60	0	191
Vehicles Exited	1	0	131	60	0	192
Hourly Exit Rate	4	0	524	240	0	768
Input Volume	3	2	508	256	1	771
% of Volume	133	0	103	94	0	100

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #3 5:30

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1			0.5	0.0		0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	8.2			0.3	0.5		0.4
Vehicles Entered	1	0	0	135	68	0	204
Vehicles Exited	0	0	0	136	69	0	205
Hourly Exit Rate	0	0	0	544	276	0	820
Input Volume	3	2	1	568	286	1	861
% of Volume	0	0	0	96	97	0	95

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #4 5:45

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1		0.4	0.0		0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	8.6	1.8		0.3	0.5		0.4
Vehicles Entered	1	1	0	126	65	0	193
Vehicles Exited	1	1	0	126	64	0	192
Hourly Exit Rate	4	4	0	504	256	0	768
Input Volume	3	2	1	508	256	1	771
% of Volume	133	200	0	99	100	0	100

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Entire Run

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.0	0.1
Denied Del/Veh (s)	0.1	0.1		0.4	0.0	0.0	0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	8.8	2.9		0.3	0.5	0.2	0.4
Vehicles Entered	3	2	0	521	257	1	784
Vehicles Exited	3	2	0	520	257	1	783
Hourly Exit Rate	3	2	0	520	257	1	783
Input Volume	3	2	1	523	264	1	794
% of Volume	100	100	0	99	98	100	99

Total Zone Performance By Interval

Interval Start	5:00	5:15	5:30	5:45	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.3	0.3	0.4	0.3	0.3
Total Delay (hr)	0.1	0.1	0.2	0.1	0.6
Total Del/Veh (s)	2.2	2.3	2.7	2.3	2.5
Vehicles Entered	197	200	265	202	866
Vehicles Exited	197	201	260	203	863
Hourly Exit Rate	788	804	1040	812	863
Input Volume	3088	3088	3929	3088	3298
% of Volume	26	26	26	26	26

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #1

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	7	3
Average Queue (ft)	1	0
95th Queue (ft)	10	6
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #2

Movement	SE
Directions Served	LR
Maximum Queue (ft)	14
Average Queue (ft)	3
95th Queue (ft)	16
Link Distance (ft)	773
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #3

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	21	6
Average Queue (ft)	4	1
95th Queue (ft)	18	9
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #4

Movement	SE
Directions Served	LR
Maximum Queue (ft)	23
Average Queue (ft)	5
95th Queue (ft)	21
Link Distance (ft)	773
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 3: Pony Express Parkway & Red Pine Road, All Intervals

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	23	6
Average Queue (ft)	3	0
95th Queue (ft)	16	5
Link Distance (ft)	773	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #1

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	32	3
Average Queue (ft)	18	0
95th Queue (ft)	41	0
Link Distance (ft)	414	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #2

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	36	3
Average Queue (ft)	19	0
95th Queue (ft)	46	6
Link Distance (ft)	414	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #3

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	49	3
Average Queue (ft)	26	0
95th Queue (ft)	53	6
Link Distance (ft)	414	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #4

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	38	3
Average Queue (ft)	19	0
95th Queue (ft)	45	6
Link Distance (ft)	414	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, All Intervals

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	51	8
Average Queue (ft)	21	0
95th Queue (ft)	47	5
Link Distance (ft)	414	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #1

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	21	3
Average Queue (ft)	4	0
95th Queue (ft)	21	6
Link Distance (ft)	350	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #2

Movement	EB
Directions Served	LR
Maximum Queue (ft)	26
Average Queue (ft)	5
95th Queue (ft)	22
Link Distance (ft)	350
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #3

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	21	3
Average Queue (ft)	4	0
95th Queue (ft)	20	6
Link Distance (ft)	350	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #4

Movement	EB
Directions Served	LR
Maximum Queue (ft)	21
Average Queue (ft)	7
95th Queue (ft)	27
Link Distance (ft)	350
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, All Intervals

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	30	6
Average Queue (ft)	5	0
95th Queue (ft)	23	4
Link Distance (ft)	350	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty, Interval #1: 0
 Zone wide Queuing Penalty, Interval #2: 0
 Zone wide Queuing Penalty, Interval #3: 0
 Zone wide Queuing Penalty, Interval #4: 0
 Zone wide Queuing Penalty, All Intervals: 0

SimTraffic LOS Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS
Analysis Period: Future 2020 Background
Time Period: a.m. Peak Hour **Project #:** UT14-653

Intersection: Pony Express Parkway & Red Pine Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
SE	L	30	30	99	15.5	C
	R	25	24	97	4.5	A
	Subtotal	55	54	98	10.6	B
NE	L	10	9	90	4.2	A
	T	800	810	101	1.3	A
	Subtotal	810	819	101	1.3	A
SW	T	390	385	99	0.3	A
	R	10	10	100	0.1	A
	Subtotal	400	395	99	0.3	A
Total		1,265	1,268	100	1.4	A

Intersection:
Type:

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
Total						

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #1 5:00

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	1.4	0.1	0.1	0.1	0.1
Total Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.0	0.1
Total Del/Veh (s)	10.7	3.7	4.4	1.0	0.3	0.4	1.1
Vehicles Entered	7	6	2	180	86	2	283
Vehicles Exited	7	6	2	178	86	2	281
Hourly Exit Rate	28	24	8	712	344	8	1124
Input Volume	27	22	9	711	347	9	1125
% of Volume	104	109	89	100	99	89	100

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #2 5:15

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	1.9	0.1	0.1	0.1	0.1
Total Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.0	0.1
Total Del/Veh (s)	10.7	3.3	3.4	1.0	0.3	0.1	1.0
Vehicles Entered	5	5	2	182	88	3	285
Vehicles Exited	6	5	2	182	87	2	284
Hourly Exit Rate	24	20	8	728	348	8	1136
Input Volume	27	22	9	711	347	9	1125
% of Volume	89	91	89	102	100	89	101

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #3 5:30

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	1.6	0.2	0.1	0.1	0.2
Total Delay (hr)	0.1	0.0	0.0	0.1	0.0	0.0	0.2
Total Del/Veh (s)	20.6	6.6	6.0	1.5	0.4	0.1	1.8
Vehicles Entered	11	8	3	268	130	4	424
Vehicles Exited	10	8	3	266	128	4	419
Hourly Exit Rate	40	32	12	1064	512	16	1676
Input Volume	40	33	13	1067	520	13	1686
% of Volume	100	97	92	100	98	123	99

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #4 5:45

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	1.2	0.1	0.1	0.2	0.1
Total Delay (hr)	0.0	0.0	0.0	0.1	0.0	0.0	0.1
Total Del/Veh (s)	11.0	3.5	2.4	1.1	0.2	0.1	1.2
Vehicles Entered	6	5	2	183	82	2	280
Vehicles Exited	8	5	2	184	84	2	285
Hourly Exit Rate	32	20	8	736	336	8	1140
Input Volume	27	22	9	711	347	9	1125
% of Volume	119	91	89	104	97	89	101

3: Pony Express Parkway & Red Pine Road Performance by movement Entire Run

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.1	0.1	1.5	0.1	0.1	0.1	0.1
Total Delay (hr)	0.1	0.0	0.0	0.3	0.0	0.0	0.5
Total Del/Veh (s)	15.5	4.5	4.2	1.3	0.3	0.1	1.4
Vehicles Entered	30	24	9	813	385	10	1271
Vehicles Exited	30	24	9	810	385	10	1268
Hourly Exit Rate	30	24	9	810	385	10	1268
Input Volume	30	25	10	800	390	10	1265
% of Volume	99	97	90	101	99	100	100

Total Zone Performance By Interval

Interval Start	5:00	5:15	5:30	5:45	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.1	0.1	0.2	0.1	0.1
Total Delay (hr)	0.2	0.1	0.3	0.2	0.8
Total Del/Veh (s)	1.8	1.7	2.7	1.8	2.2
Vehicles Entered	283	285	424	280	1271
Vehicles Exited	280	284	414	287	1267
Hourly Exit Rate	1120	1136	1656	1148	1267
Input Volume	2250	2250	3372	2250	2530
% of Volume	50	50	49	51	50

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #1

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	44	14
Average Queue (ft)	22	2
95th Queue (ft)	47	15
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #2

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	36	16
Average Queue (ft)	20	2
95th Queue (ft)	40	15
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #3

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	65	26
Average Queue (ft)	31	6
95th Queue (ft)	64	27
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #4

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	44	11
Average Queue (ft)	23	2
95th Queue (ft)	48	16
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, All Intervals

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	65	29
Average Queue (ft)	24	3
95th Queue (ft)	51	19
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty, Interval #1: 0
Zone wide Queuing Penalty, Interval #2: 0
Zone wide Queuing Penalty, Interval #3: 0
Zone wide Queuing Penalty, Interval #4: 0
Zone wide Queuing Penalty, All Intervals: 0

SimTraffic LOS Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS
Analysis Period: Future 2020 Plus Project
Time Period: a.m. Peak Hour Project #: UT14-653

Intersection: Pony Express Parkway & Red Pine Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
SE	L	30	31	102	22.0	C
	R	25	25	101	6.1	A
	Subtotal	55	56	102	14.9	B
NE	L	10	8	80	3.1	A
	T	1,002	996	99	0.6	A
	Subtotal	1,012	1,004	99	0.6	A
SW	T	431	428	99	0.3	A
	R	10	11	110	0.1	A
	Subtotal	441	439	100	0.3	A
Total		1,508	1,499	99	1.1	A

Intersection: Pony Express Parkway & Bald Eagle Way
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	10	98	2.8	A
	T	860	850	99	0.7	A
	Subtotal	870	860	99	0.7	A
SB	T	458	453	99	0.4	A
	R	27	28	105	0.2	A
	Subtotal	485	481	99	0.4	A
EB	L	94	94	100	22.5	C
	R	37	38	103	11.5	B
	Subtotal	131	132	101	19.3	C
Total		1,485	1,473	99	2.3	A

SimTraffic LOS Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS
Analysis Period: Future 2020 Plus Project
Time Period: a.m. Peak Hour Project #: UT14-653

Intersection: Pony Express Parkway & Oquirrh Ranch Parkway
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	7	6	83	2.3	A
	T	820	810	99	0.3	A
	Subtotal	827	816	99	0.3	A
SB	T	452	447	99	0.4	A
	R	14	16	112	0.3	A
	Subtotal	466	463	99	0.4	A
EB	L	50	50	100	17.0	C
	R	25	26	105	6.0	A
	Subtotal	75	76	101	13.2	B
Total		1,368	1,355	99	1.1	A

Intersection:
Type:

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
Total						

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #1 5:00

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.1	0.1	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	12.5	2.9	2.8	0.5	0.3	0.1	0.8
Vehicles Entered	7	7	2	223	95	2	336
Vehicles Exited	8	6	2	225	95	2	338
Hourly Exit Rate	32	24	8	900	380	8	1352
Input Volume	27	22	9	917	383	9	1367
% of Volume	119	109	89	98	99	89	99

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #2 5:15

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.2	0.0	0.0	0.1	0.1	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	14.4	3.6	2.4	0.5	0.3	0.3	0.8
Vehicles Entered	7	6	3	230	98	3	347
Vehicles Exited	7	6	3	229	97	3	345
Hourly Exit Rate	28	24	12	916	388	12	1380
Input Volume	27	22	9	917	383	9	1367
% of Volume	104	109	133	100	101	133	101

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #3 5:30

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.1	0.7	0.0	0.1	0.1	0.1
Total Delay (hr)	0.1	0.0	0.0	0.1	0.0	0.0	0.2
Total Del/Veh (s)	33.6	12.0	4.0	0.8	0.4	0.0	1.6
Vehicles Entered	11	8	2	313	141	4	479
Vehicles Exited	10	8	2	312	139	4	475
Hourly Exit Rate	40	32	8	1248	556	16	1900
Input Volume	40	33	13	1259	575	13	1933
% of Volume	100	97	62	99	97	123	98

3: Pony Express Parkway & Red Pine Road Performance by movement Interval #4 5:45

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.1	0.1	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	18.9	3.0	2.0	0.5	0.3	0.0	0.8
Vehicles Entered	6	4	2	229	95	3	339
Vehicles Exited	6	5	2	230	97	3	343
Hourly Exit Rate	24	20	8	920	388	12	1372
Input Volume	27	22	9	917	383	9	1367
% of Volume	89	91	89	100	101	133	100

3: Pony Express Parkway & Red Pine Road Performance by movement Entire Run

Movement	SEL	SER	NEL	NET	SWT	SWR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.2	0.0	0.1	0.1	0.0
Total Delay (hr)	0.2	0.0	0.0	0.2	0.0	0.0	0.4
Total Del/Veh (s)	22.0	6.1	3.1	0.6	0.3	0.1	1.1
Vehicles Entered	31	25	8	995	428	11	1498
Vehicles Exited	31	25	8	996	428	11	1499
Hourly Exit Rate	31	25	8	996	428	11	1499
Input Volume	30	25	10	1002	431	10	1508
% of Volume	102	101	80	99	99	110	99

4: Pony Express Parkway Performance by movement Interval #1 5:00

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	21.8	12.7	2.4	0.7	0.4	0.2	2.3
Vehicles Entered	22	10	2	202	106	6	348
Vehicles Exited	23	10	2	203	106	6	350
Hourly Exit Rate	92	40	8	812	424	24	1400
Input Volume	91	36	10	835	417	26	1415
% of Volume	101	111	80	97	102	92	99

4: Pony Express Parkway Performance by movement Interval #2 5:15

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	17.4	7.8	3.4	0.7	0.4	0.1	1.9
Vehicles Entered	23	8	2	209	105	6	353
Vehicles Exited	23	8	2	209	105	6	353
Hourly Exit Rate	92	32	8	836	420	24	1412
Input Volume	91	36	10	835	417	26	1415
% of Volume	101	89	80	100	101	92	100

4: Pony Express Parkway Performance by movement Interval #3 5:30

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.2	0.1	0.0	0.0	0.0	0.0	0.3
Total Del/Veh (s)	25.5	16.5	3.0	0.8	0.3	0.2	2.6
Vehicles Entered	25	11	3	231	139	8	417
Vehicles Exited	25	11	3	231	138	8	416
Hourly Exit Rate	100	44	12	924	552	32	1664
Input Volume	102	40	11	935	579	29	1696
% of Volume	98	110	109	99	95	110	98

4: Pony Express Parkway Performance by movement Interval #4 5:45

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	22.3	7.9	3.5	0.8	0.4	0.3	2.3
Vehicles Entered	23	9	2	207	104	8	353
Vehicles Exited	24	9	2	207	104	8	354
Hourly Exit Rate	96	36	8	828	416	32	1416
Input Volume	91	36	10	835	417	26	1415
% of Volume	105	100	80	99	100	123	100

4: Pony Express Parkway Performance by movement Entire Run

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.6	0.1	0.0	0.2	0.0	0.0	1.0
Total Del/Veh (s)	22.5	11.5	2.8	0.7	0.4	0.2	2.3
Vehicles Entered	93	38	10	850	453	28	1472
Vehicles Exited	94	38	10	850	453	28	1473
Hourly Exit Rate	94	38	10	850	453	28	1473
Input Volume	94	37	10	860	458	27	1485
% of Volume	100	103	98	99	99	105	99

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #1 5:00

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	2.6	0.1	0.0	0.0	0.1
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	15.8	5.3	1.8	0.3	0.4	0.4	1.1
Vehicles Entered	13	6	2	192	112	4	329
Vehicles Exited	13	6	2	192	112	4	329
Hourly Exit Rate	52	24	8	768	448	16	1316
Input Volume	49	24	7	796	439	14	1329
% of Volume	106	100	114	96	102	114	99

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #2 5:15

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.1	3.5	0.1	0.0	0.0	0.1
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	16.4	5.7	2.5	0.3	0.4	0.3	1.1
Vehicles Entered	13	7	1	199	109	4	333
Vehicles Exited	12	7	1	199	110	4	333
Hourly Exit Rate	48	28	4	796	440	16	1332
Input Volume	49	24	7	796	439	14	1329
% of Volume	98	117	57	100	100	114	100

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #3 5:30

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	1.9	0.2	0.0	0.0	0.1
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	17.7	5.4	1.1	0.4	0.4	0.4	1.1
Vehicles Entered	12	7	2	221	118	4	364
Vehicles Exited	13	7	2	222	117	4	365
Hourly Exit Rate	52	28	8	888	468	16	1460
Input Volume	54	27	8	891	491	15	1486
% of Volume	96	104	100	100	95	107	98

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Interval #4 5:45

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	2.1	0.1	0.0	0.0	0.1
Total Delay (hr)	0.1	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	16.8	7.7	2.7	0.3	0.4	0.3	1.1
Vehicles Entered	11	6	2	198	107	4	328
Vehicles Exited	11	6	2	198	108	4	329
Hourly Exit Rate	44	24	8	792	432	16	1316
Input Volume	49	24	7	796	439	14	1329
% of Volume	90	100	114	99	98	114	99

7: Pony Express Parkway & Oquirrh Ranch Parkway Performance by movement Entire Run

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	2.8	0.1	0.0	0.0	0.1
Total Delay (hr)	0.2	0.0	0.0	0.1	0.1	0.0	0.4
Total Del/Veh (s)	17.0	6.0	2.3	0.3	0.4	0.3	1.1
Vehicles Entered	49	27	6	811	446	16	1355
Vehicles Exited	50	26	6	810	447	16	1355
Hourly Exit Rate	50	26	6	810	447	16	1355
Input Volume	50	25	7	820	452	14	1368
% of Volume	100	105	83	99	99	112	99

Total Zone Performance By Interval

Interval Start	5:00	5:15	5:30	5:45	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.2	0.1	0.2	0.1	0.2
Total Delay (hr)	0.5	0.4	0.7	0.5	2.0
Total Del/Veh (s)	4.2	3.8	4.9	4.2	4.5
Vehicles Entered	366	372	501	367	1606
Vehicles Exited	367	372	496	373	1609
Hourly Exit Rate	1468	1488	1984	1492	1609
Input Volume	5515	5515	7021	5515	5892
% of Volume	27	27	28	27	27

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #1

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	41	12
Average Queue (ft)	23	2
95th Queue (ft)	42	13
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #2

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	40	20
Average Queue (ft)	22	4
95th Queue (ft)	45	19
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #3

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	76	18
Average Queue (ft)	38	3
95th Queue (ft)	77	19
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, Interval #4

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	42	9
Average Queue (ft)	22	1
95th Queue (ft)	48	11
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Pony Express Parkway & Red Pine Road, All Intervals

Movement	SE	NE
Directions Served	LR	L
Maximum Queue (ft)	78	24
Average Queue (ft)	26	2
95th Queue (ft)	56	16
Link Distance (ft)	760	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #1

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	118	14
Average Queue (ft)	62	2
95th Queue (ft)	124	15
Link Distance (ft)	402	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #2

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	90	11
Average Queue (ft)	51	2
95th Queue (ft)	91	15
Link Distance (ft)	402	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #3

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	114	22
Average Queue (ft)	65	4
95th Queue (ft)	118	20
Link Distance (ft)	402	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, Interval #4

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	95	17
Average Queue (ft)	55	3
95th Queue (ft)	100	18
Link Distance (ft)	402	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Pony Express Parkway, All Intervals

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	137	29
Average Queue (ft)	58	3
95th Queue (ft)	110	17
Link Distance (ft)	402	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #1

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	67	14
Average Queue (ft)	36	2
95th Queue (ft)	67	13
Link Distance (ft)	338	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #2

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	61	14
Average Queue (ft)	36	2
95th Queue (ft)	64	12
Link Distance (ft)	338	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #3

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	65	11
Average Queue (ft)	40	1
95th Queue (ft)	68	10
Link Distance (ft)	338	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, Interval #4

Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	60	16
Average Queue (ft)	37	3
95th Queue (ft)	70	17
Link Distance (ft)	338	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Pony Express Parkway & Oquirrh Ranch Parkway, All Intervals

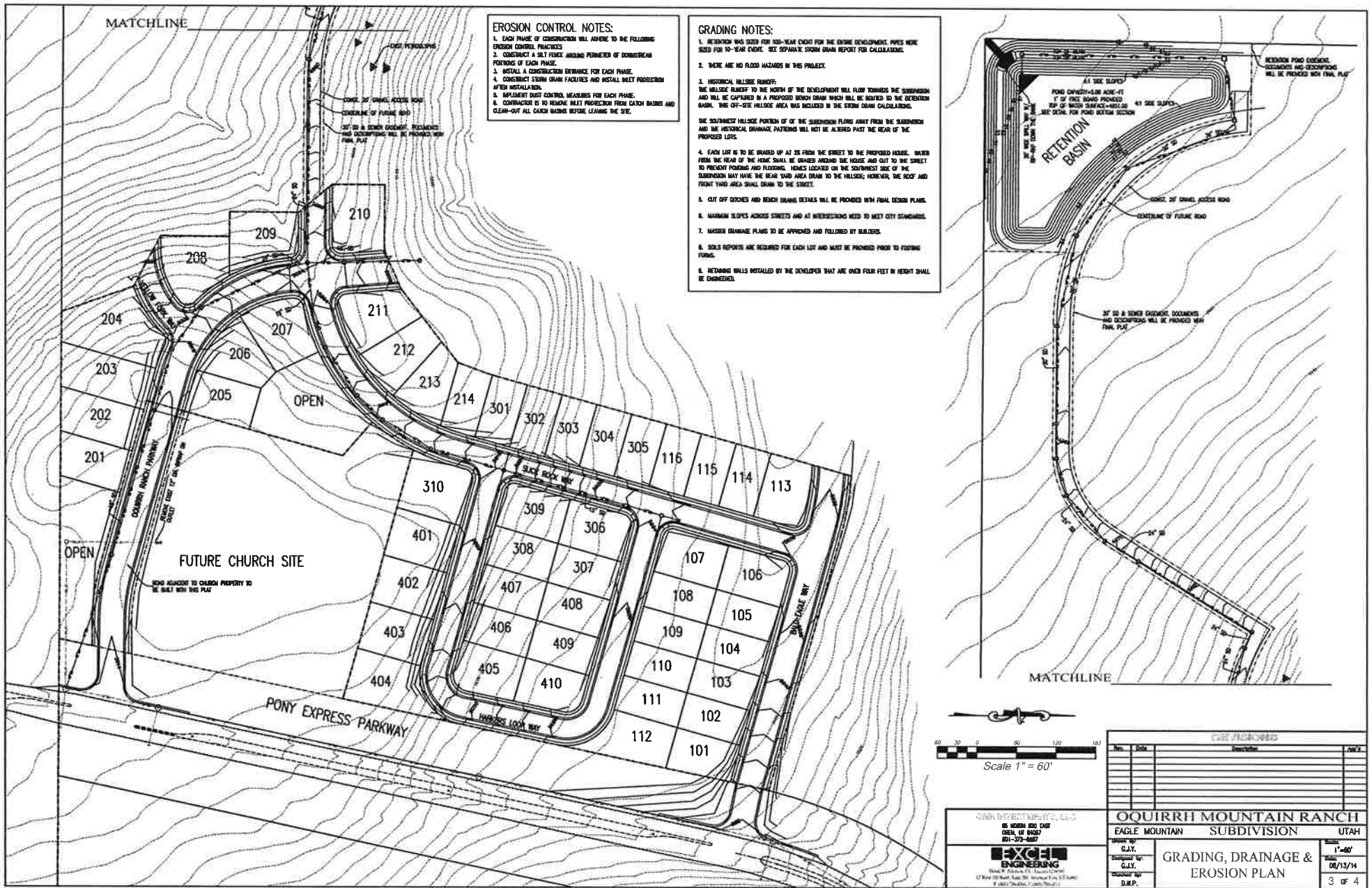
Movement	EB	NB
Directions Served	LR	L
Maximum Queue (ft)	81	25
Average Queue (ft)	37	2
95th Queue (ft)	67	13
Link Distance (ft)	338	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		70
Storage Blk Time (%)		
Queuing Penalty (veh)		

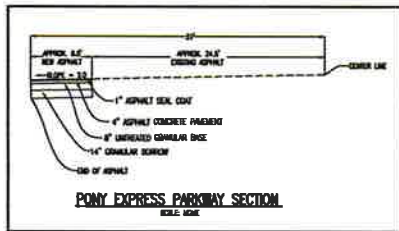
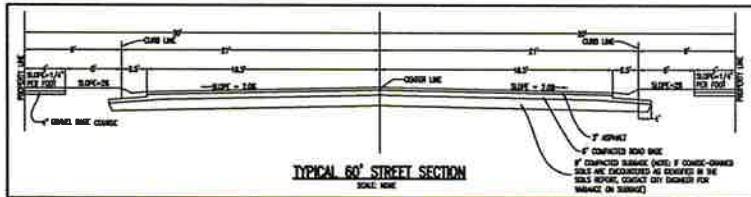
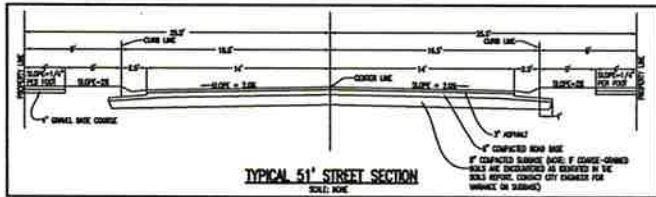
Zone Summary

Zone wide Queuing Penalty, Interval #1: 0
Zone wide Queuing Penalty, Interval #2: 0
Zone wide Queuing Penalty, Interval #3: 0
Zone wide Queuing Penalty, Interval #4: 0
Zone wide Queuing Penalty, All Intervals: 0

APPENDIX C

Project Site Plan



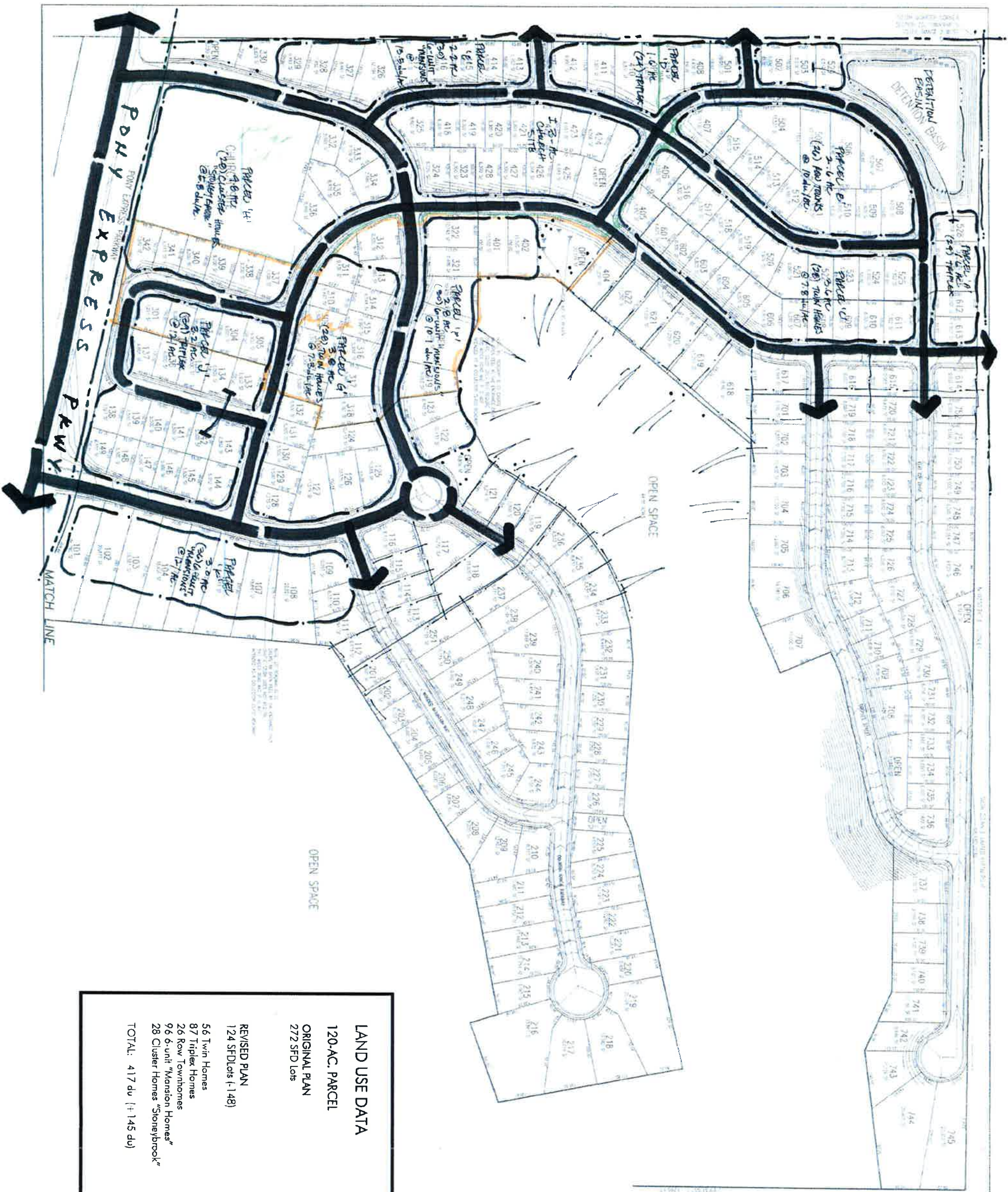


REVISIONS			
Rev.	Date	Description	By

OQUIRH MOUNTAIN RANCH			
EAGLE MOUNTAIN SUBDIVISION UTAH			
Drawn by G.J.Y.	DETAIL SHEET		Scale N.T.S.
Designed by G.J.Y.			Date 08/13/14
Checked by D.M.P.			Page 4 of 4

OWNER: OQUIRH MOUNTAIN RANCH, LLC
 80 NORTH 800 EAST
 DENV, UT 84007
 801-372-8877

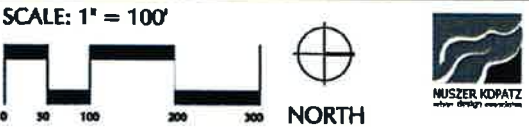
ENGINEERING
 1000 W. 1000 S. Suite 200, Salt Lake City, UT 84119
 801-372-8877



Oquirrh Mountain Subdivision

Conceptual Land Use Plan

Eagle Mountain, Utah
September 10, 2007



APPENDIX D

95th Percentile Queue Length Reports

SimTraffic Queueing Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS

Time Period: a.m. Peak Hour

95th Percentile Queue Length (feet)

HALES ENGINEERING
innovative transportation solutions

Project #: UT14-653

Intersection	Time Period	NE	SE
		L	LR
Pony Express Parkway & Red Pine Road	Existing (2014) Conditions	8	18

SimTraffic Queueing Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS

Time Period: a.m. Peak Hour

95th Percentile Queue Length (feet)

HALES ENGINEERING
Innovative transportation solutions

Project #: UT14-653

Intersection	Time Period	EB	NB	NE	SE
		LR	L	L	LR
Pony Express Parkway & Bald Eagle Way	Existing (2014) Plus Project Conditions	47	5	--	--
Pony Express Parkway & Oquirrh Ranch Parkway	Existing (2014) Plus Project Conditions	23	4	--	--
Pony Express Parkway & Red Pine Road	Existing (2014) Plus Project Conditions	--	--	5	16

SimTraffic Queueing Report

Project: Eagle Mountain - Oquirrh Mountain Ranch TIS

Time Period: a.m. Peak Hour

95th Percentile Queue Length (feet)

HALES ENGINEERING
Innovative transportation solutions

Project #: UT14-653

Intersection	Time Period	NE	SE
		L	LR
Pony Express Parkway & Red Pine Road	Future 2020 Background	19	51

SimTraffic Queueing Report**Project: Eagle Mountain - Oquirrh Mountain Ranch TIS****Time Period: a.m. Peak Hour****95th Percentile Queue Length (feet)****HALES ENGINEERING**
Innovative transportation solutions**Project #: UT14-653**

Intersection	Time Period	EB	NB	NE	SE
		LR	L	L	LR
Pony Express Parkway & Bald Eagle Way	Future 2020 Plus Project	110	17	--	--
Pony Express Parkway & Oquirrh Ranch Parkway	Future 2020 Plus Project	67	13	--	--
Pony Express Parkway & Red Pine Road	Future 2020 Plus Project	--	--	16	56



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
OCTOBER 27, 2020**

TITLE:	PUBLIC HEARING - Development Code Amendment to Remove Tier and Bonus Density Language (EMMC Titles 7, 16, and 17)
ITEM TYPE:	Development Code Amendment
APPLICANT:	Staff

ACTION ITEM:

Yes

PUBLIC HEARING:

Yes

PREPARED BY:

Pete Kane, Planning

BACKGROUND:

The City Council approved code amendments in 2019 that rewrote residential zoning for the city and included the repeal of EMMC 17.30 Residential Zone Bonus Density Entitlements. The municipal code includes refers in a number of titles to "tier" and "base/bonus density" which no longer applies due to the repeal of EMMC Chapter 17.30. This development code amendment identifies all references to these terms and proposed amendments to remove or revise the language so it better relates to the current development code.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

RECOMMENDATION:

We recommend the Planning Commission make a motion to recommend approval of the proposed code amendments to EMMC Titles 7, 16, and 17 to the City Council as presented (or with minor changes as agreed upon at the meeting).

ATTACHMENTS:

[Removal of Bonus-Tier Language - PROPOSED](#)

Proposed Code Amendments

Removing Tier/Bonus Language

TITLE 7 PARKS, TRAILS AND SPECIAL EVENTS AMENDMENT

Chapter 7.10 Tree Planting and Care

7.10.070 New developments.

~~A. Per EMMC 17.30.080, Tier II residential bonus density entitlements (optional), development density areas participating in the street trees, enlarged park strips, fencing, and street signposts option shall be eligible for an additional 0.7 dwelling unit per acre bonus density entitlement.~~

~~B.~~ Trees existing on the site of imminent development or redevelopment shall be kept in place and a protection zone established to mitigate risk of damage. When such action is likely unfeasible, the urban forester will coordinate with the site developer to relocate the tree(s) or pay a fee equal to the value of the tree to be removed as determined by the latest edition of the "Guide for Plant Appraisal" as published by the International Society of Arboriculture. [Ord. O-06-2019 § 2 (Exh. A)].

TITLE 16 SUBDIVISION AMENDMENTS

Chapter 16.30 General Requirements for All Subdivisions

16.30.080 Rural residential subdivisions.

Subdivisions that are to be reviewed under agricultural, ~~base density~~ RA1, RA2, RD1, RD2, or ~~Tier I residential~~ FR zone development standards (see ~~Chapters EMMC 17.20, and 17.25 and 17.30 EMMC~~) may not be required to install the same public improvements as subdivisions developed in other zones. Requirements to install curbs, gutters, sidewalks, water and sewer utilities, and street lights may be waived by the city council after a recommendation from the planning commission, upon condition that the developer provides for pedestrian circulation and accommodates water and sewer utilities and surface drainage throughout the subdivision. Necessary facilities may include, but not be limited to, trails and pathways, storm drainage detention ponds or secondary water facilities. [Ord. O-06-2015 § 2 (Exh. A); Ord. O-07-2014 (Exh. A); Ord. O-07-2006 § 2 (Exh. 1 § 6.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 6.9). Formerly 16.30.090].

16.30.090 Connectivity standards.

C. Residential Connectivity Standards. All new residential subdivisions with 10 or more units or more than one acre shall meet the following connectivity index: block length and cul-de-sac length standards for public roads. Private roads shall be reviewed on a case-by-case basis; however, a public road may be required to prevent a private road in a subdivision from stubbing into a future or existing public road.

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project density-zone designation as identified in the following table of minimum connectivity index scores:

<u>Tier Level</u> <u>Zone Designation</u>	Minimum Index Score
Base RA1 & RA2	1.25
Tier I RD1, RD2, FR	1.5
Tier II R1, R2, R3	1.6
Tier III & Tier IV RC, MF1, MF2	1.75

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impossible or impracticable to achieve due to the following limitations:

- i. Topography;
- ii. Natural features including lakes, rivers, and designated wetlands;
- iii. Existing adjacent development;
- iv. Rail corridors;
- v. Limited access roadways.

Reductions in the required connectivity index will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments and the planning commission and approval by the city council.

The total allowed reduction to the required connectivity index will be based on an analysis of existing conditions that prevent connections. As part of the analysis, city staff will ensure the internal connectivity of the subdivision meets the required connectivity index and that the connectivity is provided to adjacent properties where possible.

2. Maximum Block Lengths. Maximum block lengths allowed shall be required based on the project density-zone designation as identified in the following table:

<u>Tier Level</u> <u>Zone Designation</u>	Maximum Block Length
Base RA1 & RA2	1,200' / 1,500' *
Tier I RD1, RD2, FR	1,000' / 1,200' *
Tier II RA, R2, R3	800' / 1,100' *

Tier III & Tier IV RC, MF1, MF2	600' / 900' *
---	---------------

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

a. Increase in Block Length. The maximum allowed block length may be increased if the applicant provides clear and convincing evidence that it is impossible or impracticable to achieve due to the following limitations:

- i. Topography;
- ii. Natural features including lakes, rivers, and designated wetlands;
- iii. Existing adjacent development;
- iv. Rail corridors;
- v. Limited access roadways.

Increases in block length will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments and planning commission and approval by the city council.

3. Cul-de-Sac Length Standards. Maximum cul-de-sac lengths allowed shall be required based on the project ~~density~~ zone designation as identified in the following table:

Tier Level <u>Zone Designation</u>	Maximum Cul-de-Sac Length
Base & Tier I RA1, RA2, RD1, RD2, FR	400'
Tier II, Tier III & Tier IV R1, R2, R3, RC, MF1, MF2	250'

a. Cul-de-sacs shall not be allowed in ~~Tier II, Tier III, or Tier IV~~ subdivisions zoned R1, R2, R3, RC, MF1, or MF2 unless the applicant provides clear and convincing evidence that a cul-de-sac is necessary to develop the entire parcel due to the following limitations:

- i. Topography;
- ii. Natural features including lakes, rivers, and designated wetlands;
- iii. Existing adjacent development;
- iv. Rail corridors;
- v. Limited access roadways.

Requests for cul-de-sacs within ~~Tier II, Tier III, and Tier IV~~ subdivisions zoned R1, R2, R3, RC, MF1, and MF2 will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments, and planning commission and approval by the city council.

Chapter 16.35 Development Standards for Required Public Facilities

16.35.100 Sidewalks, trails, and pathways.

Sidewalks shall be provided along both sides of streets, at the developer's expense, and in compliance with the detailed performance standards of "Eagle Mountain City Construction Specifications and Standards." Sidewalks are required improvements, subject to the guarantee provisions of Chapter 16.30 EMMC.

A. Developments Not Requiring Sidewalks. Sidewalks are not required along alleys. Sidewalks, curbs, and gutters may not be required in agricultural, ~~base density~~RA1, or ~~Tier I residential developments~~RA2 zones (see EMMC 16.30.090, 17.20, and ~~Chapter 17.25~~EMMC). Notwithstanding other provisions of this title, the city council may determine in the development agreement that sidewalks will not be required on one or both sides of the street. Such determination may be made if lot sizes, traffic patterns, wider roads or other related design factors support a more flexible approach. If sidewalks are not required, the city council may specify the completion of other public facilities in lieu of sidewalks.

B. Improved Trails. Developments shall provide improved trails and pathways constructed to "Eagle Mountain City Construction Specifications and Standards" for bicycle and/or horse use which connect the development to other public facilities such as parks or the major existing and planned trails established in the city's general plan. Connecting trails are required improvements, subject to the guarantee provisions of ~~Chapter EMMC~~ 16.30 EMMC.

C. Street Lighting. Street lighting shall be installed where necessary to ensure the safety of pedestrians, but may not be required in agricultural, ~~base density, or Tier I~~RA1, RA2, RD1, RD2, or FR zone residential developments (see ~~Chapter 17.25~~EMMC 17.20 and 17.25), except at subdivision entryways. [Ord. O-16-2016 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.10); Ord. O-07-2006 § 2 (Exh. 1 § 7.10); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.10)].

16.35.105 Park and improved open space requirements.

The amount of land required for parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter 17.~~3025.040~~ EMMC, ~~Residential Zone Bonus Density Entitlements~~development standards. The park requirements are intended to be flexible in order to best meet the recreational needs of a neighborhood.

Chapter 16.40 Storm Water Runoff and Surface Drainage

16.40.090 Impervious cover on slopes – Diagram 16.40.090.

Minimum guidelines shall be incorporated into the erosion and runoff control plans and will govern the amount of impervious area that can be placed on lots of various grades and soil conditions. The limitation of impervious areas shall be taken into account by the developer ~~and bonus density entitlements shall not be calculated on or given for slope and soil constrained lands unless otherwise agreed upon by the planning commission and city council.~~ Diagram 16.40.090, Impervious Area Limitations by Slope and Soil Characteristics, depicts the maximum area of a parcel that may be developed as impervious cover based upon the property's average slope (predevelopment) and soil conditions. Property that has an average slope between eight and 25 percent shall comply with Diagram 16.40.090 and the following standards:

TITLE 17 AMENDMENTS

Chapter 17.10 Definitions

17.10.030 Definitions.

~~"Bonus density" means any density granted above the base density RA1 of 0.8 dwelling units per acre.~~

~~"Bonus density ceiling" means the maximum allowable density available in any particular residential zone category.~~

~~"Development density area" means the land area in which bonus density may be implemented through participation in the required project improvements.~~

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

~~"Residential, base density" means the residential zone category that consists of projects with gross densities less than or equal to 0.8 dwelling units per acre. All residential projects are allowed to develop at this density.~~

~~"Residential, Tier I" means the residential zone category that consists of projects with densities between 0.81 and 1.6 dwelling units per acre.~~

~~"Residential, Tier II" means the residential zone category that consists of projects with densities between 1.61 and 5.2 dwelling units per acre.~~

~~"Residential, Tier III" means the residential zone category that consists of projects with densities between 5.21 and 12.2 dwelling units per acre. Tier III residential is a conditional use in the residential zone and must be processed as part of a master development plan.~~

~~“Residential, Tier IV” means the residential zone category that consists of projects with densities between 12.21 and 22.7 dwelling units per acre. Tier IV residential is a conditional use in the residential zone and must be processed as part of a master development plan.~~

Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning

17.60.090 Required landscaping.

A. Portions of property that are not developed with structures, rights-of-way, driveways, and parking areas shall be required to be landscaped in all zones (except in the ~~residential base density and Tier I categories~~ RA1, RA2, RD1, RD2, and FR zones and the agriculture areas). Commercial, industrial, and multifamily dwellings shall adhere to the minimum landscaping standards contained in Table 17.60.160(a), Required Landscape Improvements for Multifamily. The planning commission shall have authority to waive these standards as circumstances dictate.

17.60.150 Lot size transitioning.

Table 17.60.150(1)

Lot Size Transitioning from Larger Lots to Smaller Lots									
Lot Size	1st adjacent lot minimum	2nd adjacent lot minimum	3rd adjacent lot minimum	4th adjacent lot minimum	5th adjacent lot minimum	6th adjacent lot minimum			
4+ Acres	2 Acres	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family- or Tier II	No Additional Buffering Required			
3.99 – 1 Acre	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family- or Tier III	No Additional Buffering Required				
.99 - .51 Acre	1/2 Acre	1/4 Acre	Small Single-Family- or Tier III	No Additional Buffering Required					
.49 - .25 Acre	1/4 Acre								
Small Lot- Tier III	No Buffering Required								

Table 17.60.150(2)

Lot Size Transitioning from Smaller Lots to Larger Lots						
Lot Size	1st adjacent lot minimum	2nd adjacent lot minimum	3rd adjacent lot minimum	4th adjacent lot minimum	5th adjacent lot minimum	6th adjacent lot minimum
Condo	Small Single-Family or Tier III	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required
Small Lot Tier III	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required	
.25 - .49 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required		
.50 - 1 Acre	2 Acres	No Additional Buffering Required				

1.1 – 3.99 Acre	No Buffering Required
--------------------	-----------------------

Chapter 17.65 Home Businesses

17.65.060 Generally applicable standards for all home businesses.

N. Long-Term Storage. Long-term storage shall be permitted as a conditional use in agriculture, RA1, and RA2 zone and base density residential developments under the following circumstances:

1. Minimum lot size: two acres.
2. All storage must be within a legal permitted enclosed structure that maintains the aesthetic qualities of the primary use of the property and the surrounding area.
3. Use must remain secondary to primary residential use of property.
4. The community development director or his/her designee may limit hours of operation and/or total number of clients if necessary to protect the character of the neighborhood. [Ord. O-26-2018 § 2 (Exh. A); Ord. O-19-2011 § 3 (Exh. 1); Ord. O-05-2010 § 2 (Exh. A); Ord. O-10-2007 § 2 (Exh. A § 13.6); Ord. O-02-2006 § 3 (Exh. 1 § 13.6); Ord. O-23-2005 § 3 (Exh. 1(1) § 13.6)].

Chapter 17.90 Rezoning of Property

17.90.080 Disapproval/denial of rezoning applications.

Disapproval or denial of an application to amend the zoning of a property shall preclude the filing of another application to amend the zoning or to reclassify the same parcel of property, or any portion thereof, to a different zoning classification, ~~to a different residential density tier,~~ or if the application is for a commercial classification to the same or any other commercial classification, within one year of the date of the final disapproval of the application, unless the city council finds that there has been a substantial change in the circumstances or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Prior to the city accepting a new rezone application within the one-year period, the city council must approve a request to resubmit rezone application, clearly stating the new evidence and/or substantial changes in circumstances. An applicant is not entitled to have a request to resubmit rezone application considered by the city council, and such a request shall only be included on the city council agenda in accordance with EMMC 2.15.030. [Ord. O-05-2016 § 2 (Exh. A)].



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
OCTOBER 27, 2020**

TITLE:	Development Code Amendment for Fencing Standards (EMMC 16.35 & 17.60)
ITEM TYPE:	Development Code Amendment
APPLICANT:	Staff

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Pete Kane, Planning

BACKGROUND:

The city's development code includes standards for fencing based on the type of use as well as requirements for fencing along certain roadway types. Questions have been raised as to the specifics of the standards and how to better improve the standards to ensure the fencing utilized in development projects are appropriate and can stand the test of time.

The Planning Commission held a public hearing on this request on October 13, 2020. The public hearing was opened and closed at that time. The request was tabled for minor edits to the code amendment. Those edits include:

- Increasing the allowed fence height to eight feet (8') for commercial fencing (EMMC 17.60.120(D))
- Requiring that chain link fencing for detached residential be screened with a solid fence/wall so as not to be viewable from a street (EMMC 17.60.130(A))
- Identifying a separate, less costly "durable quality" standard for industrial privacy fencing (EMMC 16.35.090)

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

RECOMMENDATION:

We recommend the Planning Commission make a motion to recommend approval of the proposed code amendment to EMMC Chapters 16.35 and 17.60 to the City Council as presented (or with minor changes as agreed upon at the meeting).

ATTACHMENTS:

16.35 Development Standards for Required Public Facilities -
PROPOSED

17.60 Landscaping, Buffering, Fencing and Transitioning -
PROPOSED

Chapter 16.35

Development Standards for Required Public Facilities

16.35.090 Privacy fencing.

Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear or side lot lines of all lots with a rear or side lot line abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council shall be authorized to require a specific material and color for the fencing in a development agreement.

Business Park, Commercial, Commercial Storage, and Industrial developments shall install privacy fencing of consistent height (no less than six feet (6')), material and color, and of durable quality along the rear and/or side lot lines that abut an arterial or collector road right-of-way, existing or designated in the city's future transportation plan. Applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council may require a specific material and color for the fencing in a site plan or master development agreement.

"Durable quality" shall mean fencing of stone, masonry, or decorative concrete, ~~or wood-alternative composite material. Wood fencing (with six-inch by six-inch posts) may be permitted if an HOA enters into a maintenance agreement to keep the fence in good repair.~~ Vinyl, wood alternative composite material, and wood fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road. For Industrial developments, "durable quality" shall include chain link fencing that complies with EMMC 17.60.130. [Ord. O-06-2017 § 2 (Exh. A); Ord. O-17-2010 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.9); Ord. O-07-2006 § 2 (Exh. 1 § 7.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.9)].

Chapter 17.60

Landscaping, Buffering, Fencing and Transitioning

17.60.120 General fencing provisions.

The following fencing provisions shall be adhered to:

A. Property Lines. Property owners should only install fencing on their property. If the property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

B. Residential Fence Height. No residential sight-obscuring fence shall be higher than four feet (4') between the front wall of the home and the street. Residential fencing cannot exceed six feet (6') in height.

C. Residential Alley Fencing. Fences along alleys or residential service drives may be no higher than six feet (6') and must follow the clear vision triangle regulations (see Diagram 17.60.170(c)).

D. Commercial Fence Height. Fencing in commercial areas shall not exceed ~~six-eight~~ feet (8') in height. See EMMC 17.60.130 for chain link fencing regulations.

E. Industrial Fence Height. Fencing in industrial areas shall not exceed eight feet (8') in height. See EMMC 17.60.130 for chain link fencing regulations.

F. Miscellaneous Properties/Uses. Fencing height and setbacks for other uses shall be determined by the planning director based on compatibility with the neighborhood and adjacent uses. Security fencing for public facilities, such as power substations, may exceed height and material restrictions, based on compatibility and safety.

G. Public View. Finished side slats shall be on the street side or public view side of the fence railing.

H. Fire Hydrants and Utility Boxes. Fire hydrants and utility boxes shall not be fenced into a yard. A three-foot clear space shall be maintained around the circumference of all fire hydrants and utility boxes. Some utility boxes are not visible above ground. Blue Stakes should always be contacted and appropriate staking/markings should occur prior to installing a fence.

I. Retaining Walls. Retaining walls that are over four feet (4') in height shall obtain a building permit in accordance with the International Building Code or the International Residential Code. All retaining walls shall comply with hillside site development standards found in Chapter 15.80 EMMC.

J. Sport Courts. Fencing for sport courts (tennis, basketball, etc.) may be chain link, and is exempt from the height restrictions of this chapter. Sport court fencing may not be used as exterior property-line fencing.

K. Public Utility Easement. Fencing may be installed over a public utility easement, but retaining walls shall not.

L. Meters. Fencing shall not obstruct access to gas and electric meters. If meters are in a fenced area, there must be an unlocked entrance to access these meters.

M. Clear Vision Triangles. All clear vision triangles as described in this chapter shall be preserved. Diagram 17.60.170(c), Alleyway Fencing, also gives additional information for maintaining the clear vision triangles with fencing. All property owners shall maintain a clear vision triangle for neighboring driveways as depicted in Diagram 17.60.170(a).

N. Barbed Wire. Barbed wire or wire fences shall be allowed only in conjunction with approved animal uses, unless otherwise approved by the planning commission.

O. Razor Fences. Razor fences shall be prohibited.

OP. Additional Restrictions. Many of the covenants, conditions, and restrictions (CC&Rs) recorded with property contain restrictions on fencing. Property owners shall refer to these standards and discuss the proposed fencing with appropriate architectural review committee, as applicable, prior to installation.

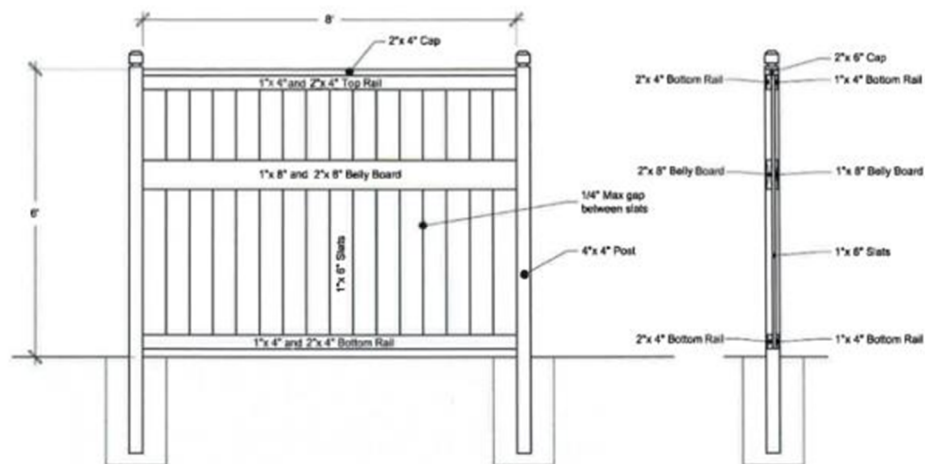
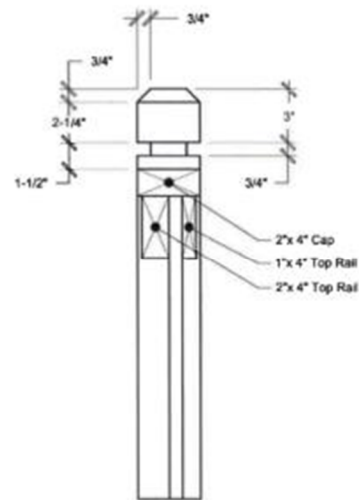
PQ. Refuse Areas. All refuse areas shall be screened by approved solid fencing materials. Chain link fences and fencing with vinyl slats are prohibited.

QR. Collector and Arterial Fencing. All fencing adjacent to a collector or arterial road shall comply with standards in EMMC 16.35.090, Privacy fencing.

RS. Collector and Arterial Fencing Standards. It shall be the responsibility of the property owner and/or developer to build and the responsibility of the property owner or HOA to maintain at their own expense a wall or fence consistent with the standards found in this chapter and EMMC 16.35.090 for side and rear property lines along collector and arterial roadways.

1. Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing consistent with the Eagle Mountain collector and arterial fencing standards found in this title and EMMC 16.35.090 along the rear and/or side lot lines abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.
2. Commercial or industrial developments with rear or side lot lines abutting an arterial or collector road right-of-way shall install privacy fencing or a privacy wall of consistent height (no less than six feet (6')), material, color, and durable quality as defined by EMMC 16.35.090. Developer applicants are required to install privacy fencing prior to a final inspection for the project. The city council shall be authorized to require a specific material and color for the fencing/wall in a site plan approval. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.
3. Residential Arterial and Collector Road Fencing Standards. All arterial and collector road residential fencing shall be built with a durable quality fence/wall as defined by EMMC 16.35.090. Acceptable material and design examples are outlined in EMMC 17.160.110(B).;

- a. ~~Six inch by six inch cedar posts that are crowned and routed on top;~~
- b. ~~One inch by four inch and two inch by four inch nailer board on the top and bottom of fence;~~
- c. ~~Two inch by four inch cap board on top;~~
- d. ~~One inch by six inch slats;~~
- e. ~~One inch by eight inch and two inch by eight inch nailer board 30 inches below top of fence.~~



4. ~~Alternative Standards. Residential developers may propose alternative standards for arterial and collector road fencing within their project to be approved by the Eagle Mountain city council. Any alternative standard fencing shall be for a durable quality fence/wall as defined by EMMC 16.35.090. Adopted alternative standards and the neighborhoods to which they apply shall be~~

~~added to this title.~~

~~5.4.~~ Nonconforming existing fencing may be maintained in current styles and configurations as legal nonconforming fencing. Legal nonconforming fencing that becomes damaged or destroyed may be rebuilt or repaired within six months of the damage occurring without having to comply with this standard. Existing homes or lots without fencing shall also be classified as legal nonconforming and thus not required to install fencing. [Ord. O-22-2018 § 2 (Exh. A); Ord. O-18-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.12); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.12)].

17.60.130 Chain link fencing.

Chain link fencing is ~~prohibited as a residential perimeter fence permitted when the recorded covenants, conditions, and restrictions of the property do not prohibit its use.~~ Chain link fencing for non-residential projects shall comply with the following standards noted below and depicted in Diagram 17.60.170(b), Chain Link Fencing.

A. Detached Residential. Chain link fencing may be used as an animal enclosure. Chain link fence height shall not exceed ~~four-six~~ feet (6') in height and is permissible in rear ~~yards~~ and ~~in~~ side yards only, ~~as long as no part of the fence is closer to the street than the front wall (or in the case of a corner lot, the side wall) of the home, excluding porches.~~ Chain link fencing shall be screened from view of a street by a solid fence or wall.

B. Commercial and Multifamily. Chain link fencing is prohibited in all commercial and multifamily developments.

C. Industrial. Chain link fencing in industrial areas shall not exceed eight feet (8') in height, and shall be permissible no closer than the front wall of the building (or in the case of a corner lot, the side wall of the building). Where chain link fencing is visible from the street or parking, additional landscaping shall be established. All chain link fencing in industrial areas shall be vinyl-coated. The planning commission or city council can require a solid screen fence other than chain link to screen outdoor storage or similar uses.

D. A top rail bar is required on all chain link fencing.

E. Slats are not allowed.

F. Fencing may not obstruct traffic visibility on corner lots.

G. Fences must meet all other standards for fence construction in the development code.

H. Fencing must be constructed with the open cut of fence mesh down to the ground. [Ord. O-05-2008 § 2 (Exh. A § 12.13); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.13)].