EAGLE MOUNTAIN
CITY COUNCIL MEETING

MARCH 3, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

   1.A. DISCUSSION - Mortgage Assistance Program Update - Affordable Housing Coordinator, Kiara Polee
   (anticipated time 20 minutes)

   1.B. DISCUSSION - Setback Exception Request for OpenGov Application PLGA-26-8 - Planner, Mickie Mills
   (anticipated time 15 minutes)

   1.C. CONCEPT PLAN - Eagle Mountain Chapel at Meadow Ranch - Planner, Steven Lehmitz
   (anticipated time 15 minutes)

2. AGENDA REVIEW

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

3. CITY MANAGER INFORMATION ITEMS

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

4. ADJOURN TO A CLOSED SESSION

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

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

7. INFORMATION ITEMS/UPCOMING EVENTS

8. RECOGNITION/CERTIFICATION

8.A. RECOGNITION

1. Outstanding Intersection Improvement Award - EM Blvd & Pony Express Traffic Signal
2. Outstanding City Engineer Award - Assistant City Engineer David Salazar

8.B. CERTIFICATION - Stormwater Manager Larry Diamond

9. PUBLIC COMMENTS

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

10. APPOINTMENTS

10.A. Community Services Board Appointments

1. Jay Johnson - One-year Term, April 2026 through March 2027
2. ShaRee Curtis - Two-year Term, April 2026 through March 2028
3. Charlotte Ducos - Two-year Term, April 2026 through March 2028
4. Steve Conger - Three-year Term, April 2026 through March 2029
5. Jessie Southworth - Three-year Term, April 2026 through March 2029

10.B. Senior Advisory Board

1. Debra Kimbrough - Three-year Term, April 2026 through March 2029

11. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

12. BOND RELEASES

12.A. Hidden Hollow Phase C, Plat 3 - Into Warranty

12.B. Hidden Hollow Phase B, Plat 2 - Out of Warranty

13. CHANGE ORDERS

13.A. CHANGE ORDER - Pony Express Parallel Waterline, Rino Construction - Change Order #1

13.B. CHANGE ORDER - 2025 Traffic Signal Eagle Mountain Boulevard & Pony Express

Parkway, BHI - Change Orders #2 and #3

14. MINUTES

14.A. February 17, 2026 Minutes - Regular City Council Meeting

15. PRELIMINARY PLATS & SITE PLANS

15.A. SITE PLAN - One Call Auto

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Real Property Purchase and Sale Agreement with The Church of Jesus Christ of Latter-Day Saints for Well #9.

SCHEDULED ITEMS

17. OVERLAND MASTER DEVELOPMENT AGREEMENT - EAGLE'S LANDING PROJECT

17.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain, Utah Approving the 5th Amendment to the Amended and Restated Overland Master Development Agreement.

BACKGROUND: (*Presented by City Attorney, Marcus Draper*) The City is proposing to amend the Amended and Restated Master Development Agreement for Overland. In 2017, the City entered into the ARMDA with SITLA and Ivory Homes for the Overland Development. Ivory and SITLA have sold a 53 acre parcel within the commercial area of the development to a commercial developer working with Kroger for the development of a commercial shopping center. The parcel is located north of Mid Valley Road and east of Pony Express Parkway. The shopping center would include a Smith's Marketplace, another major big box retailer, 4 other smaller anchors adjacent to the Smith's, and numerous pad sites. To make the project financially feasible, the agreement includes tax incentives for the cost of infrastructure to support the development. The agreement would allow the developer to develop the property consistent with the already vested historic commercial zone. It also allows a few other permitted uses consistent with a Smith's anchored commercial marketplace.

17.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Economic & Planning Systems, Inc. for Consulting Related to Eagle's Landing.

18. ORDINANCES/PUBLIC HEARINGS

18.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.60 and 17.10 regarding Fencing.

BACKGROUND: (*Presented by Planner, Mickie Mills*) Initiated by Eagle Mountain

Resident, Katie Elliott, this code amendment adds “pre-weathered weathering steel” as an approved material type for residential perimeter fencing and defines “pre-weathered steel fences.”

18.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as QTS-SCL 2.

BACKGROUND: (*Presented by Senior Planner, David Stroud*) Rezone of Parcels 59:055:0002, 59:055:0005, 59:055:0010, 59:055:0013, 59:055:0016, 59:055:0017, 59:055:0021, and 59:058:0004, to the Regional Technology and Industry Overlay zone.

18.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 15.80, 17.10, 17.25, 17.100 regarding Slope Development.

BACKGROUND: (*Presented by Senior Planner, Robert Hobbs*) This is a proposal to amend Eagle Mountain Municipal Code Sections 15.80, 17.10, 17.25, 17.100 by adding a definition, reformatting, and specifying that any property whose slope exceeds 25% shall not be graded or altered.

19. RESOLUTIONS/PUBLIC HEARINGS

19.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule regarding Site Plan Amendments.

BACKGROUND: *(Presented by Senior Planner, David Stroud*) This is a proposal to amend the Consolidated Fee Schedule to establish a fee for the processing of Minor Site Plan Amendments. The proposed fee would allow the City to recover administrative and staff review costs associated with evaluating and processing these applications.

20. ORDINANCES

20.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Chapter 2.65 of the Eagle Mountain Municipal Code Establishing a Senior Citizens Advisory Board.

BACKGROUND: *(Presented by Assistant to the City Manager, Natalie Winterton)* Eagle Mountain City has long maintained an active Senior Citizens Advisory Board that supports programs, services, and activities for residents aged 55 and older. The proposed code amendment would formally establish and codify the Board within City Code, providing clarity in its role and structure. Adoption of this section will also support consistent budgeting practices and ensure compliance with applicable public noticing requirements.

20.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the Development Agreement with Williams.

BACKGROUND: (*Presented by City Attorney, Marcus Draper*) Williams is an independent power producer. They are looking to co-locate a natural gas power facility on the Stadion parcel to facilitate the Meta data center expansion. The new natural gas facility would be located on the Stadion property, which is zoned RTI. Pursuant to the Stadion development agreement, natural gas power is a permitted accessory use on the property. Nevertheless, the parties have negotiated a development agreement to provide additional clarification of the rights and responsibilities of Williams and the City in relation to the natural gas power facility. Williams would be required to install any necessary public infrastructure for their development. Williams is asking for a few exceptions to the city code. Most notably, they are asking to be allowed to go up to 75 dB in sound. This exceeds the City's nighttime limit, which is 65dB, but is consistent with industrial noise limits in neighboring communities. Williams is also asking to be allowed to use above ground power distribution lines on the property.

21. RESOLUTIONS

21.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Supporting America250 Utah and Recognizing and Approving the Eagle Mountain Utah250 Community Committee.

BACKGROUND: (Presented by Deputy City Manager, Steve Mumford) This year marks America's 250th anniversary, and the America250 Utah Commission is leading statewide efforts focused on Educate, Engage, and Unite. Eagle Mountain plans to incorporate the anniversary into select events and communications to encourage participation. Utah's agreement with America250 requires a license to use the name or logo. By adopting this resolution and designating the Community Services Board as the Utah250 Community Committee, the City will qualify for a $1,500 stipend to support local celebration efforts.

22. LEGISLATIVE ITEMS

22.A. UPDATE - Legislative Priorities List

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

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

24. COMMUNICATION ITEMS

24.A. Financial Report

24.B. Upcoming Agenda Items

25. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 26 day of February, 2026, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html.

Lacie A. Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	DISCUSSION - Mortgage Assistance Program Update - Affordable Housing Coordinator, Kiara Polee
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	There is no immediate impact to the City's General Fund. The Mortgage Assistance Program (MAP) is funded through Redevelopment Agency (RDA) housing funds, which are restricted for housing-related purposes under Utah Code. At current funding levels, MAP expenditures remain within the adopted FY 2026 budget. Demand for the program has increased, but no additional appropriations are required unless the Council elects to expand MAP funding beyond existing allocations. Future fiscal impact is policy-dependent. If Council chooses to: • Maintain current funding levels, fiscal impact remains neutral and predictable; or • Reallocate or diversify RDA housing funds into other eligible focus areas, funds would be redirected rather than increased, with no net new fiscal obligation to the City. Any proposed funding increases or reallocation would be brought forward for Council consideration as part of a future budget action.
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Kiara Polee, Affordable Housing Coordinator

PRESENTED BY
Kiara Polee, Jacinda Montano

RECOMMENDATION:
Staff recommends that the Mayor and City Council review the attached report and provide policy direction regarding future funding priorities. No formal action is required unless Council wishes to modify funding allocations or request additional analysis.

BACKGROUND:

The Mortgage Assistance Program is funded through Redevelopment Agency (RDA) housing funds and provides a 0% deferred-payment loan (up to $25,000 or 7.5% of purchase price) to assist eligible households with down payment and closing costs when purchasing a home in Eagle Mountain City. The program prioritizes public employees while remaining available to qualified first-time homebuyers earning up to 120% of Area Median Income (AMI).

ITEMS FOR CONSIDERATION:
Maintaining MAP as the primary housing investment to continue meeting demand; or diversifying housing investments by allocating funds toward other eligible housing initiatives identified in the report (home repair, ADUs, infrastructure supporting affordable housing, housing stability programs).

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Report
2. Presentation

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

ASCEND TOGETHER

MORTGAGE ASSISTANCE PROGRAM REPORT

2/23/2026

STATUS OF CY25 APPLICATION PERIOD:

- **32 loans closed**
- 40 total approvals, with 8 still pending
- Employee distribution:
  - 7 Tier 1 Employees
  - 5 Other Public Employees
  - 20 Private Sector Employees
- Average household income: $97,536.18
- 126 total applications received
- 3 applications withdrawn

The monthly table below shows total closings by month, with projected monthly totals shown in red.

APPROVED	Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December	
2025	6	0	0	4	1	6	2	2	3	6	9	4	40
2026	2	2	2	4	5	5	5	5	4	2	2	2	40
						20						20	

January 2025–September 2025, we received an average of 6 applications per month. October increased to 14 applications. November increased to 20 applications. December increased to 32 applications.

January 2026, we received 27 applications, 2 grantees were awarded.

February 2026, we received 36 applications, 2 grantees were awarded.

Affordable Housing Fund 22	**FY 2026**
Unassigned	$ 1,750,130.25
Committed Homeless Shelter	$ 226,221.00
Committed Admin Costs	$ 135,548.50
Committed to MAP program	$ 251,217.78
Total Fund Balance	**$ 2,363,117.53**

ADMINISTRATIVE CHANGES MADE:

- Made adjustments to the current policies and procedures
  - Clarified tier definitions & expanded eligibility
  - Removed background check requirement
  - Updated citizenship requirement
  - Redefined lien position options – allowing grant stacking w/ UHC
  - Updated HUD Area Median Income Chart

RECOMMENDED UPDATES TO THE PROGRAM:

- Review the annual update and budget on a fiscal year basis, rather than the current calendar year basis, to align with the City's finance schedule.
- Remove requirements of the following: Home Inspection, Appraisal, Prelim Title, Flood Hazard Form
- DTI exception over 50% w/ AUS approval
- Formalizing Hardship Requests/Exceptions
  - Determine whether this item requires mayoral review or committee implementation.

OTHER RDA-ELIGIBLE FOCUS AREAS FOR FY26

If the Council prefers to diversify RDA-housing investments, the following initiatives offer measurable housing stability, affordability impact, and clear alignment with Utah Code 17C allowable uses.

The items below highlight possible priority focus areas

- Public Infrastructure Supporting Affordable Housing
- ADU program initiatives
- Home Repair & Critical Systems Program
- Accessibility modifications/upgrades
- Child-care assistance or facilities
- Transit subsidies or last-mile mobility solutions
- Case management or financial counseling programs
- Employment readiness programs

Mortgage Assistance Program (MAP)

Program Status & Funding Considerations

Presented By:
Kiara Polee
Jacinda Montano

Program Overview

- RDA-funded mortgage assistance for eligible homebuyers
- 0% deferred loan up to $25,000 or 7.5% of purchase price
- Supports down payment and closing costs
- Prioritity given to public employees; available up to 120% AMI

CY25 Program Activity

- **126** total applications received
- **40** approvals; **32** loans closed; **8** pending; 3 withdrawn
- Average household income: $97,536

- 7 Tier 1 (Participating Entity Employees)
- 5 Tier 2 (Other Public Employees)
- 19 Tier 3 (Private Sector Employees)

Application Demand Trends

2025

- Jan-Sept 2025:
  - Avg. 6 apps/month
- October: 14 applications
- November: 20 applications
- December: 32 applications

2026

- January: 27 applications
  - 2 grants available
- February: 36 applications
  - 2 grants available

FY 2026 Affordable Housing Fund

- *Total Fund Balance:*
  - **$2.36M**
- *Unassigned:*
  - **$1.75M**
- *Committed to MAP:*
  - **$251K**
- *Admin & Shelter commitments accounted for:*
  - **$361.7K**

Administrative Improvements

- Clarified tier definitions and expanded eligibility
- Removed background check requirement
- Updated citizenship and lien position policies
- Enabled grant stacking with Utah Housing Corporation
  Updated HUD AMI limits

Recommended Program Updates

- Align reporting and budgeting with fiscal year
- Remove select underwriting documentation requirements
- Allow DTI exceptions with AUS approval
- Formalize hardship requests and exceptions; clarify approval authority (Mayor vs Committee)

Funding Direction:

Policy Consideration

Maintain MAP as a primary RDA housing investment

OR

Diversify into additional RDA-eligible housing initiatives

Other RDA-Eligible Focus Areas

- Public Infrastructure Supporting Affordable Housing
- ADU program initiatives
- Home Repair & Critical Systems Program
- Accessibility modifications/upgrades
- Child-care assistance of facilities
- Transit subsidies or last-mile mobility solutions
- Case management or financial counseling programs
- Employment readiness program

Fiscal Impact

- No impact to the City General Fund
- Program funded entirely through RDA housing funds
- Current activity remains within adopted FY 2026 budget
- Future changes subject to Council directions and budget action

Next Steps….

Council Review of MAP report

Provide policy direction on funding priorities.

…No action required unless Council requests changes

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	DISCUSSION - Setback Exception Request for OpenGov Application PLGA-26-8 - Planner, Mickie Mills
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	Eagle Mountain Resident and Business Owner Kimberly Ekins.

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park/Light Industry - Industrial	0.87

PUBLIC HEARING
No

PREPARED BY
Mickie Mills, Planner

PRESENTED BY
Mickie Mills

RECOMMENDATION:
Staff feels that reduction of setbacks is acceptable and recommend that City Council be willing to reduce the setbacks upon the submission of Concept Plan or Site Plan.

BACKGROUND:
Eagle Mountain resident and business owner, Kimberly Ekins is requesting a setback exception from the Planning Commission and City Council for her fencing business, soon to be located at 1185 E Belladonna Dr. Her property is currently zoned as 'Business Park / Light Industrial', which per EMMC 17.40.040 requires 25' setbacks in the front, 50' on the sides, and 20' in the rear or 50' in the event that the rear of a building faces an arterial or collector. Kimberly's property does not face an arterial or collector.

Kimberly's property is also in the Sweetwater Industrial Overlay Zone, which per EMMC 17.53.060 follows the setbacks of the base zoning, but Planning Commission and City Council may approve setbacks that are reasonable based upon the specific use and potential impacts to neighboring properties. A nearby lot with the same zone and overlay currently has a warehouse style gym that has reduced setbacks.

ITEMS FOR CONSIDERATION:
The existing zone 'Business Park / Light Industrial' per EMMC 17.40.040 requires 25' setbacks in the front, 50' on the sides, and 20' in the rear or 50' in the event that the rear of a building faces an arterial or collector - Kimberly's property does not face an arterial or collector.

The property is also in the Sweetwater Industrial Overlay Zone, which per EMMC 17.53.060 follows the setbacks of the base zoning but Planning Commission and City Council may approve setbacks that are reasonable based upon the specific use and potential impacts to neighboring properties. A nearby lot with the same zone and overlay currently has a warehouse style gym that has reduced setbacks.

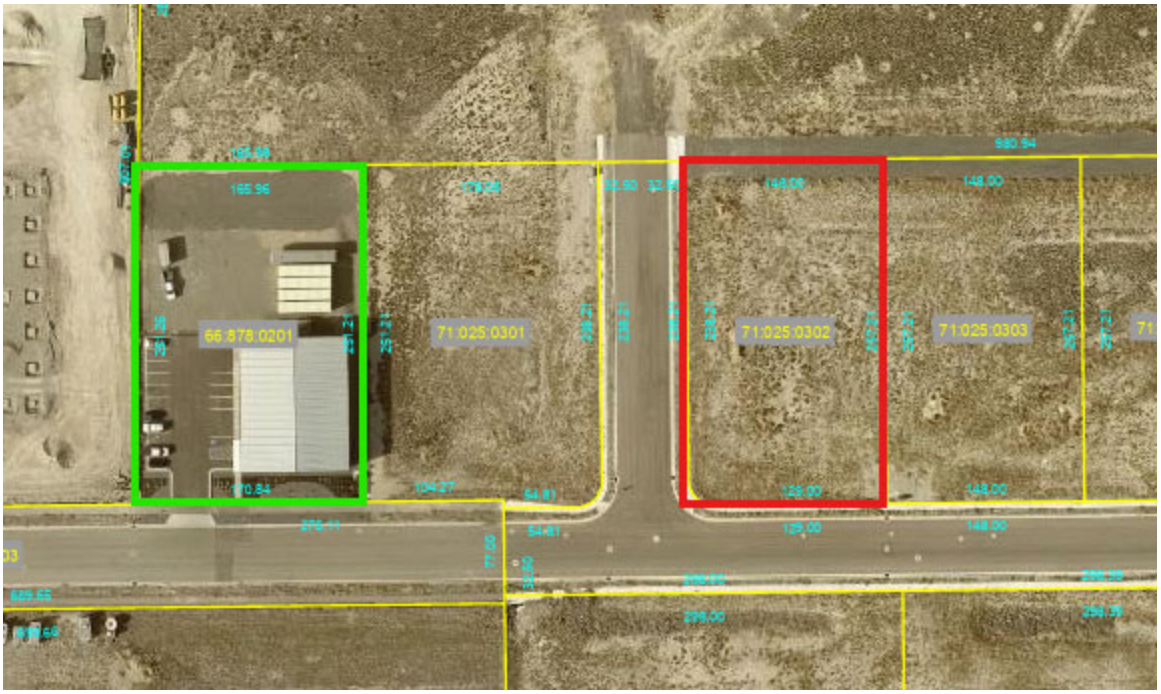
Setback exceptions identified for the applicant today are for guidance only. Full approval will be provided at the time of applicant's future Site Plan or Concept Plan application.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission is willing to allow reduced setbacks upon receipt of the Site Plan application.

ATTACHMENTS:

1. Existing Gym
2. Aerial of Existing Use and Proposed Use Map
3. Site Plan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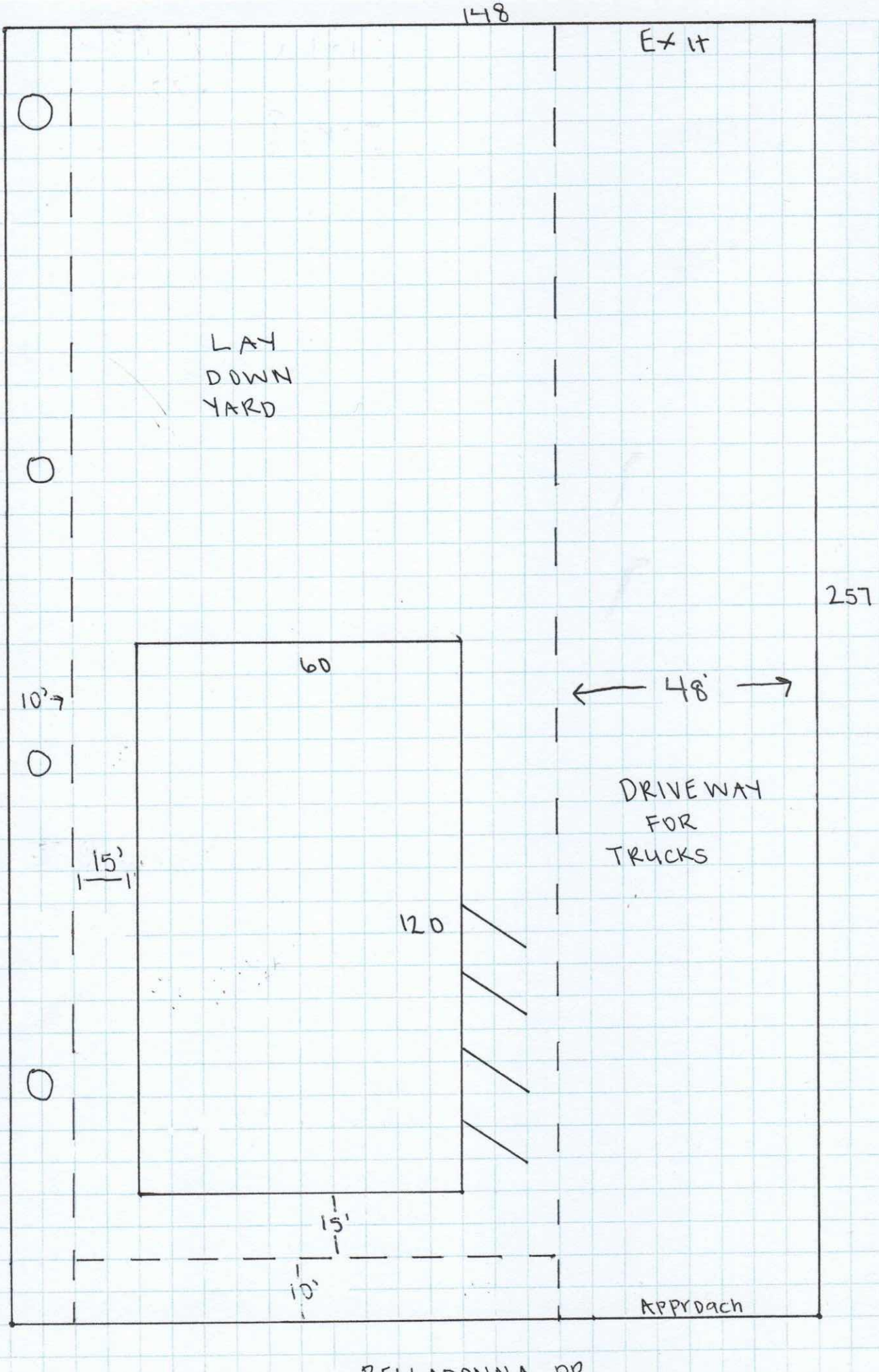
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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	CONCEPT PLAN - Eagle Mountain Chapel at Meadow Ranch - Planner, Steven Lehmitz
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	Wastewater impact fees
APPLICANT:	Kevin Olsen

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designation: Agricultural/Rural Density Two Zoning: Residential	2.92 Acres

PUBLIC HEARING
No

PREPARED BY
Steven Lehmitz, Planner

PRESENTED BY
Steven Lehmitz

RECOMMENDATION:
Staff recommends that the City Council provide feedback to the applicant regarding their proposed concept plan.

BACKGROUND:
On the evening of September 25, 2012, the applicant for 3375 E Autumn Lane received a Conditional Use Permit for a "private recreational facility". The Planning Commission meeting minutes for that night provide background for the property at that time. A Certificate of Occupancy was issued seven months later that reaffirmed the condition that the structure was for private use only. The Applicant is seeking to convert the private recreational facility into a religious/cultural meeting hall. Staff has worked with the Applicant to identify possible routes toward this goal. The Applicant has submitted a concept plan and is seeking feedback on the proposal(s).

ITEMS FOR CONSIDERATION:
As currently constituted, the City's residential zoning standards do not permit residential dwellings nor religious/cultural meeting halls as accessory uses (EMMC 17.25.030). To facilitate using the accessory structure in the northeast corner of the property as an approved religious/cultural meeting hall, here are some important considerations:

1. The Applicant is proposing to divide the lot into two lots via a plat amendment. This would allow for both uses (dwelling and religious/cultural meeting hall) to operate as permitted/special uses on their respective properties (EMMC 16.55). The applicant is proposing a 0.55 acre (24,090 SF) lot for the house, leaving 2.37 acres (103,237 SF) for the religious/cultural meeting hall. Is that a good division for the lots?
2. The lot containing the proposed religious/cultural meeting house would have to be fully improved (parking, lighting, landscaping, etc.) per the City's site development standards (EMMC 17.100).
3. The structure would have to meet the applicable commercial design standards found in EMMC

17.72.

4. The City Council could decide whether to dispose of the open space north of the property.
5. Currently, parking standards dictate that 1 stall is provided per 20 square feet in the main assembly room (EMMC Table 17.55.120(c)). If there is insufficient space to meet the parking requirements, options may be:
    a. The City Council could amend the Code to permit less parking for churches.
    b. Per EMMC 17.55.110(G), the Planning Commission may determine that the service level is still met with what parking can be provided (recommended by Staff).
    c. EMMC 17.55.100 provides the City Council the ability to grant a shared parking agreement with neighboring properties. They may permit up to 35% of the required parking spaces to be shared. One hurdle to this would be that parking lots are not a permitted accessory use to residential dwellings — which is what all the surrounding properties [will] feature.
6. The proposed religious/cultural meeting hall would be required to meet all applicable building codes for such a use. This may require significant renovations to the current structure.

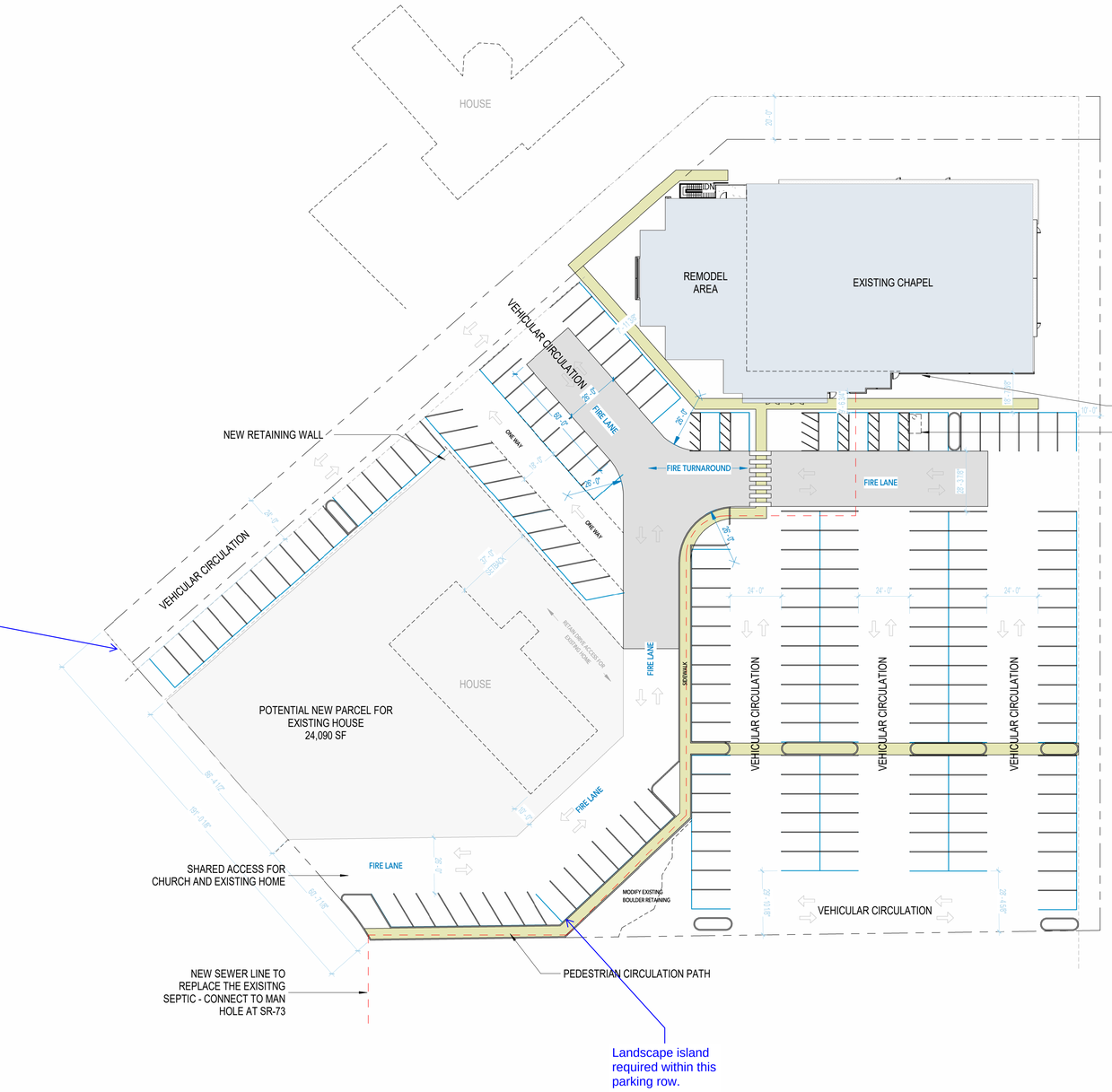
PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission heard this item during their February 10, 2026, meeting. They expressed their interest in making the proposal work. They wanted to maximize the available parking on the site while still following the City's development standards.

ATTACHMENTS:

1. Site Plan and Related Plans
2. Maps
3. 9-25-12 PC Minutes
4. Certificate of Occupancy

DPayne 1/30/2026- No comment
DDeVoogd 2/3/26 - Comments on Sheet 2 / Utility Plan



Shared access and drive with property on the north?

Landscape island required within this parking row.

1 P002 ARCHITECTURAL SITE PLAN
1" = 30'-0"

ZONING REQUIREMENTS:

PARKING:

CHURCHES:
1 STALL PER 20 SQ. FT. IN MAIN ASSEMBLY ROOM.

THE SQUARE FOOTAGE OF THE CHAPEL IS 3,806. THIS WOULD REQUIRE 191 STALLLS.
THE DESIGN ON THIS SHEET PROVIDES **184 STALLS.**
THIS PROJECT WOULD REQUIRE A REDUCTION OF **7 STALLS.**

FRONTAGE:

THE PROPSOED FRONTAGE FOR THE EXISTING HOME PARCEL WOULD BE ABOUT **86'-4"** WIDE.

Per EMMC 17.55.080(C), landscape islands are required at the end of each parking row. This will decrease the parking provided.

10' of landscaping required between parking areas and the property lines, unless an alternative width is approved by the Planning Commission (EMMC 17.60.170).

Given the requirements for landscaping and landscape islands, the provided parking is likely decreasing by at least 18 stalls.

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MINT ARCHITECTURE
7585 S UNION PARK AVE., STE 100
SANDY, UT 84047
PHONE: 801.784.4644
www.buildwithmint.com

EAGLE MOUNTAIN CHAPEL

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Issue Date

SITE PLAN

SHEET P002

OPTION 1

EXISTING FIRE HYDRANT

WATER METER, SEPARATE FROM THE EXISTING HOME

EXISTING FIRE HYDRANT

CONNECT TO EXISTING MAN HOLE IN THIS LOCATION

OPTION 2 - IF EASEMENT IS AVAILABLE

NEW WATER METER

NEW SEWER LINE

CONNECT TO EXISTING MAN HOLE IN THIS LCOATION

UFA Notes:
1. Show the location of the fire riser room, FDC and fire line size / location.
2. Add (1) new fire hydrant located with 100' of the FDC.

CONCEPTUAL UTILITY PLAN NOTES

STORM WATER WILL BE RETAINED ON SITE - AS REQ'D.

THIS PLAN ASSUMES A SEWER LINE COULD BE RUN FROM THIS SITE, ALONG THE EAST PROPERTY LINE ALL THE WAY TO SR-73. CONSIDERATIONS WITH THIS OPTION WOULD BE EXISTING EASEMENTS, EXISTING LANDSCAPING.

1 P003 ARCHITECTURAL SITE PLAN - MACRO
1" = 80'-0"

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www.buildwithmint.com

EAGLE MOUNTAIN CHAPEL

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Issue Date

UTILITY PLAN

SHEET P003

RBallif 2/2/26 no comments at concept.

DDeVoogd 2/3/26 - No commments

OPTION 2

OPTION 1 - PREFERRED

WATER METER

EXISTING FIRE HYDRANT

NEW WATER METER

NEW SEWER LINE

CONNECT TO EXISTING MAN HOLE IN THIS LOCATION

CONNECT TO EXISTING MAN HOLE IN THIS LCOATION

1 P003 ARCHITECTURAL SITE PLAN - MACRO

1" = 80'-0"

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MINT ARCHITECTURE

7585 S UNION PARK AVE., STE 100
SANDY, UT 84047
PHONE: 801.990.4644
www.buildwithmint.com

EAGLE MOUNTAIN CHAPEL

--

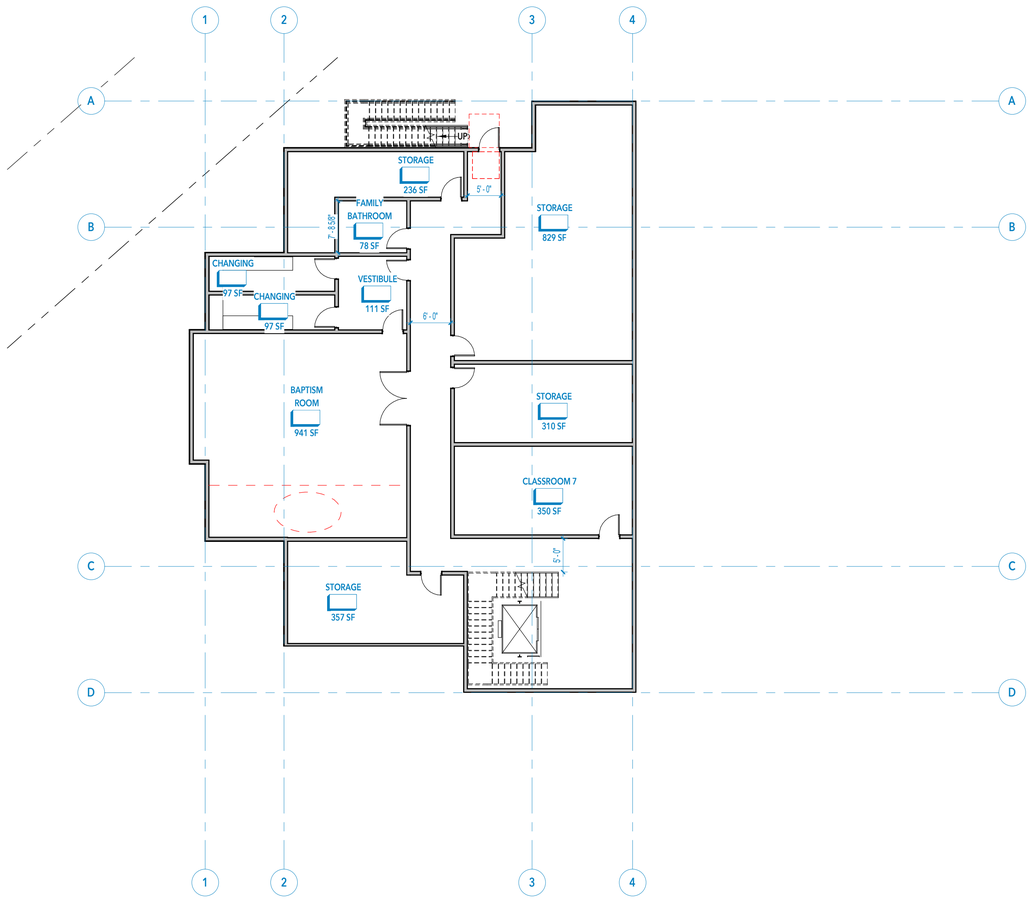
Issue Date

UTILITY PLAN

SHEET

P003

Area Schedule (Gross Building)		
Level	Name	Area



1 P101 BASEMENT
3/32" = 1'-0"

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EAGLE MOUNTAIN CHAPEL ADDITION

--

Issue Date

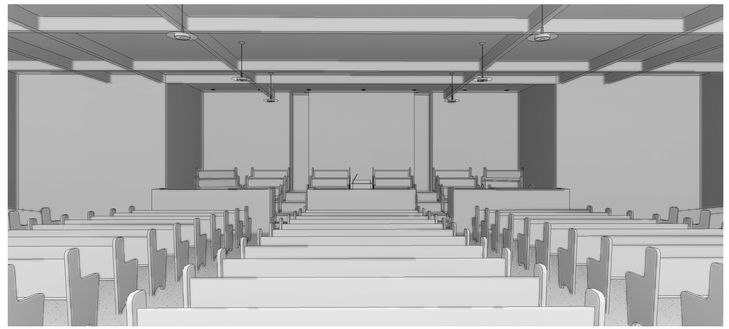
LOWER LEVEL FLOOR PLAN

SHEET P101

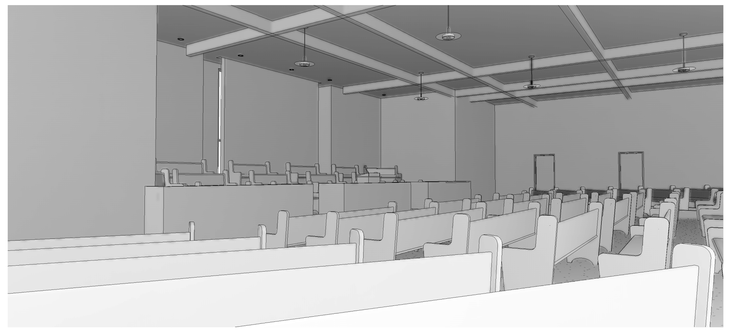
RENDERING OF CHAPEL TO SHOW POTENTIAL LIGHTING SCHEME

Area Schedule (Gross Building)		
Level	Name	Area

2 P102 3D View - FAR RIGHT CORNER



3 P102 3D View - CENTER



4 P102 3D View - FAR LEFT CORNER

1 P102 LEVEL 1 FLOOR PLAN
3/32" = 1'-0"

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EAGLE MOUNTAIN CHAPEL ADDITION

--

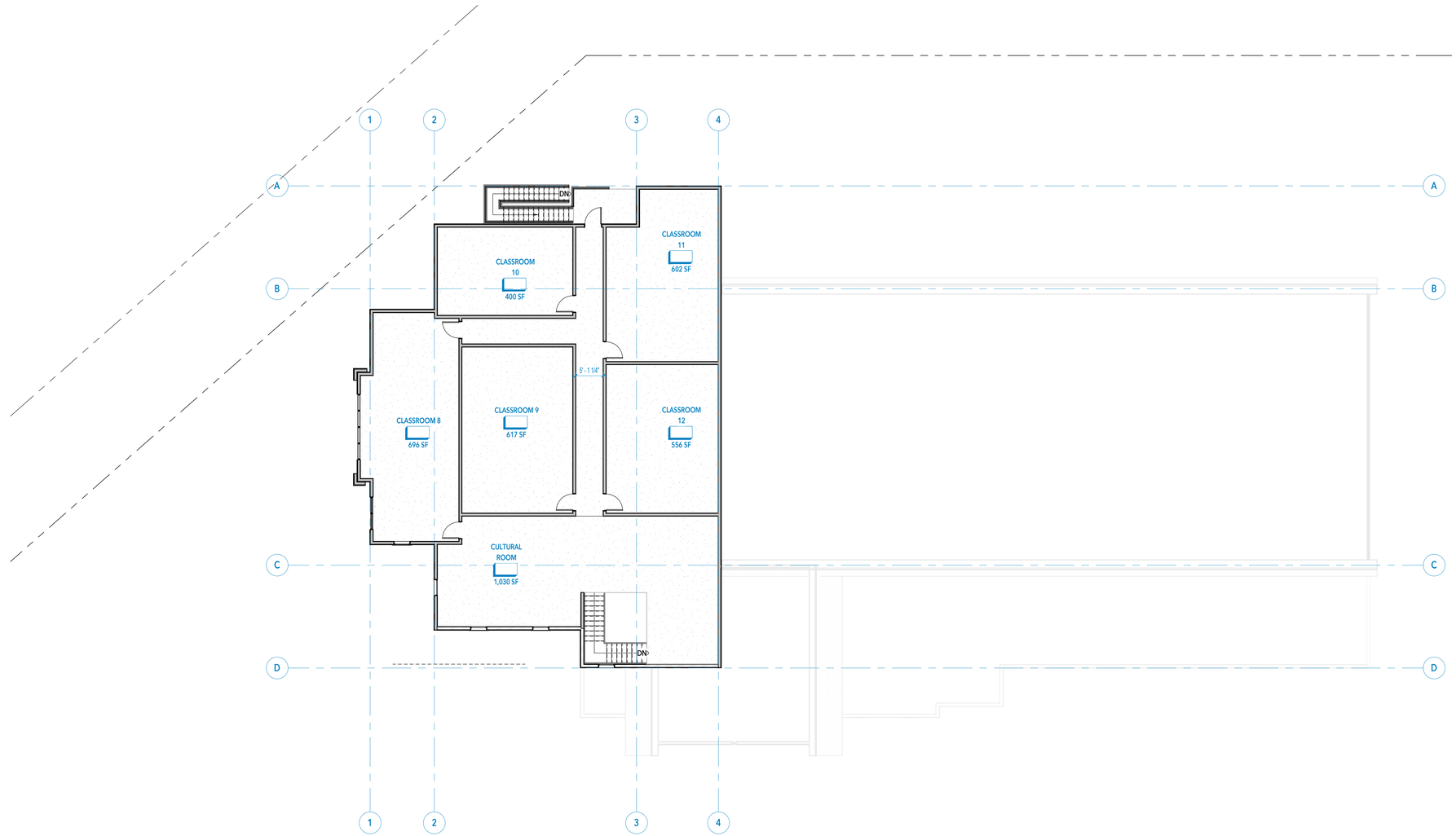
Issue Date

MAIN LEVEL FLOOR PLAN

SHEET

P102

Area Schedule (Gross Building)		
Level	Name	Area



1 P103 LEVEL 2 FLOOR PLAN
3/32" = 1'-0"

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7585 S UNION PARK AVE., STE 100
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PHONE: 801.758.5464
www.buildwithmint.com

EAGLE MOUNTAIN CHAPEL ADDITION

--

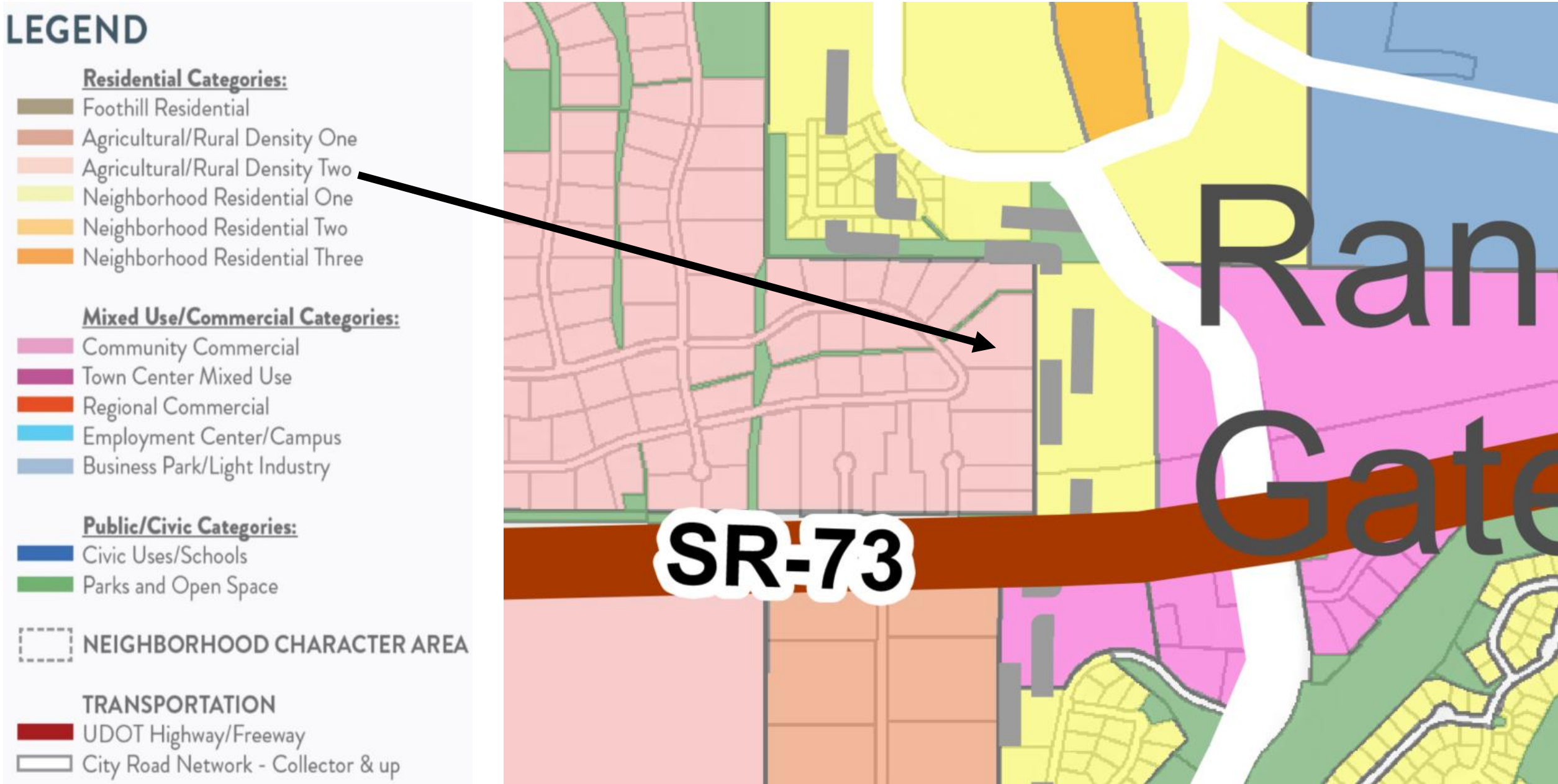
Issue Date

UPPER LEVEL FLOOR PLAN

SHEET

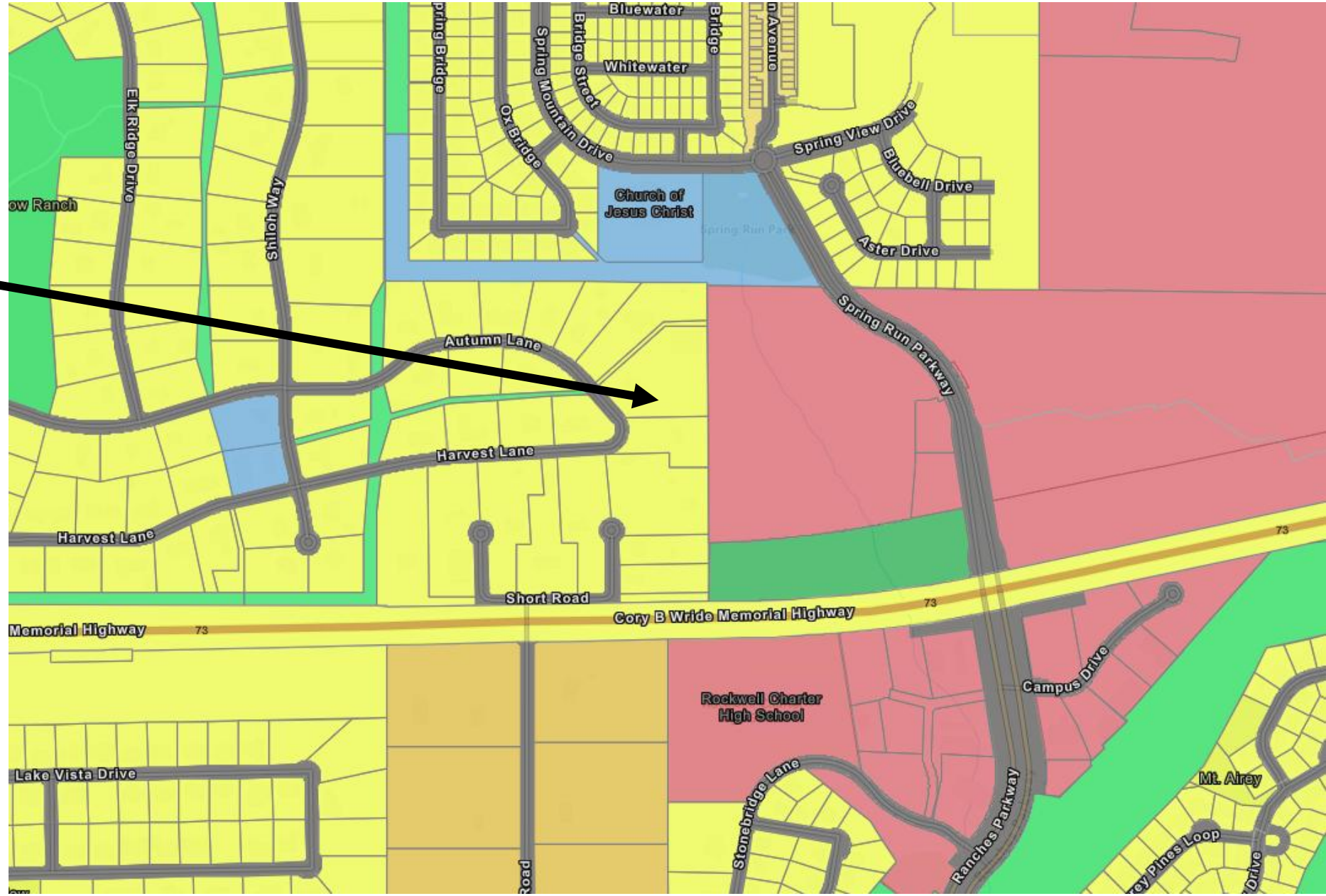
P103

Future Land Use Designation



Zoning

Residential



E Ox Brg
N Spring Run Pkwy
Aster Dr
E Autumn Dr
E Harvest Ln
N 327 E
N 337 E
E Short Rd
Cory B Wride Memorial Hwy
73
Cory B Wride Memorial Hwy
E Campus Dr

3339
3355
3355
3375
E Autumn Dr
3383
3387

EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING AGENDA
TUESDAY, SEPTEMBER 25, 2012 AT 6:00 P.M.
Eagle Mountain City Council Chambers; 1650 E. Stagecoach Run, Eagle Mountain, UT 84005

6:00 P.M. - Eagle Mountain City Planning Commission Policy Session

COMMISSION MEMBERS PRESENT: Preston Dean, John Linton, Daniela Camacho, and Wendy Komoroski

CITY STAFF PRESENT: Steve Mumford, Mike Hadley, and Kent Partridge

ELECTED OFFICIALS PRESENT: Ryan Ireland

1. Pledge of Allegiance

John Linton led the Pledge of Allegiance

2. Declaration of Conflicts of Interest

None

3. Approval of Meeting Minutes – September 11, 2012

MOTION: ***Preston Dean moved to approve the September 11, 2012, meeting minutes. Daniela Camacho seconded the motion. Those voting aye: Preston Dean, John Linton, Wendy Komoroski and Daniela Camacho. The motion passed with a unanimous vote.***

4. City Council Action Update

Steve Mumford updated Planning Commission on:

- City Council discussed the SilverLake subdivision project.
- City Council tabled Clearview Estates master plan to review the septic tank, the preservation of SR 73 right of ways, and how to use the community improvement funds.
- Heatherwood on the Green's HOA has come up with a way to fund their amenities.
- City Council approved the creation of an Economic Development Area.

5. Development Items

A. Conditional Use Application – Northmoor 148 Flagpole; Action Item, Public Hearing. Edge Homes is requesting a 50-foot high flagpole on their model home lot in the Northmoor neighborhood, located at 4174 E. Inverness Way.

Mike Hadley explained that Edge Homes has applied for a Conditional Use Permit for a 50 ft. flagpole. The flagpole will be located on their model home at 4174 E. Inverness Way. The flagpole would remain temporarily until the model home is sold. Edge Homes would need to

apply for a new Conditional Use Permit when the flagpole is moved to another lot. City Code allows a 35 ft. flagpole and Edge Homes is requesting a 50 ft. flagpole. The application actually shows the flagpole being proposed on property owned by the Home Owner's Association. Any approval of this application would require written approval or permission from the HOA for this flagpole. A review of flagpoles within the City on residential lots shows that there are no flagpoles over 25 ft. in height. Any flagpole that is more than 25 ft. in height in the City is located on City buildings or property and on Alpine School District property.

Commissioner Dean questioned a Conditional Use Permit over a variance.

Mr. Mumford explained that a Conditional Use Permit would give the Planning Commission more flexibility in the code.

Commissioner Linton opened the public hearing at 6:12 p.m.

Steve Maddox with Edge Homes explained that Edge Homes is a local Utah based builder. Edge Homes currently flies eight American flags throughout Utah. Edge Homes applied for the Conditional Use Permit, because that is what other cities have required. The flagpole would be 50 ft. for the size of the flag and help keep all their flags uniform, that would help maintenance of the flag. If they cannot get an agreement with the HOA, they will move the flagpole to their property.

Commissioner Linton closed the public hearing at 6:15 p.m.

Commissioner Linton explained from past Planning Commission meetings Richmond American had come in and proposed a 70 ft. flagpole and it was denied, and then Richmond American put in a 35 ft. flagpole that followed the City's code. Colonial Flags had come in and spoken extensively about flags, and one of the issues with a larger flag was it created more noise for the neighborhood.

Mr. Maddox explained that there would be two flags, one American flag and one home builder flag. Edge Homes has never had a complaint about the noise of a flag. The only complaint was when the flag was removed.

MOTION: ***Preston Dean moved that the Planning Commission deny the Northmoor 148 flagpole application for Conditional Use Permit of the 50 ft. flagpole. Daniela Camacho seconded the motion. Those voting aye: Preston Dean, John Linton, Daniela Camacho and Wendy Komoroski. The motion passed with a unanimous vote.***

B. Conditional Use Application – Meadow Ranch Private Recreation Facility; Action Item, Public Hearing.

This application is requesting conditional use for an exception to the permitted accessory uses and structures in a Residential Zone, located at 3375 East Autumn Lane in the Meadow Ranch neighborhood.

Mr. Hadley explained that the applicant is applying for a Conditional Use Permit for a private recreational facility located in the Meadow Ranch subdivision at 3375 E Autumn Lane. The lot is 2.92 ac and the facility is approximately 11,172 sq. ft. in size. This application is unique because the building has already been built. The building was originally permitted through the City Building Department as a barn with limited electrical – 2 plugs and lighting. The applicant then proceeded to upgrade the building to its current status without obtaining the proper permits, paying the proper fees, or getting the required inspections. The City issued a stop work order on the building after an investigation by the Building Department. The building is now completely finished on the inside, consisting of a basketball court, stage, kitchen, numerous accessory rooms and restroom facilities. The building also contains a basement with a canning kitchen, which was not on the original permit. None of the electrical, sewer or plumbing has been inspected or permitted. All of these interior improvements are illegal, as they were completed without permits or inspections.

Conditions of approval:

- The applicant must obtain a building permit for the structure as a private recreation facility. The permit should be obtained and the proper fees paid within 30 days of approval of CUP or the building must be restored to the original building permit status (barn).
- The building must comply with current IBC code requirements.
- All applicable building, impact, infrastructure and utility system upgrade fees must be paid.
- The parking lot on the site plan must be removed, including ADA parking stalls.
- The owner must sign a document, to be recorded at the County, restricting the use of the building to private recreational use only.
- The use of the building should not result in parking on public streets.
- A notice of interest on the property must be filed with the County Recorder's office by the City.
- The building cannot be used for large assembly use.

Kent Partridge explained that a building permit was pulled November 1, 2004 for the barn located at 3375 E. Autumn Lane. The barn was complete within a year of pulling the permit. After the barn was complete, the residents of the barn started adding to the barn without a building permit. They had added a basketball court, stage, kitchen, numerous accessory rooms, and restrooms. The Building Department issued a stop work order in 2010, when the City received a call that the barn was being used improperly as a church. He stated that to his knowledge since the stop work order the residents have not used it for a church.

Commissioner Dean asked if there was a definition for private recreation facilities.

DRAFT

Mr. Partridge stated that it would still be classified as A-3 occupancy use which is a commercial facility. It is going to be a difficult task for the resident and the Building Department to bring this building up to code. He stated that the electrical, plumbing and mechanical were not part of the initial inspections. The structure of the building was inspected to code.

Commissioner Linton was concerned that the building was not engineered correctly to withstand the extra weight of the finishing.

Mr. Partridge said that it could be a requirement that the engineer review the structure. But he felt that it was adequate, because the drywall would add some shear stability and it would help the structure.

Commissioner Linton opened the public hearing at 6:34 p.m.

Glenn Allred representing Hyrum Thompson, the property owner, stated that the owner understands the City's request, and is willing to work with the Building department. He stated that the owner's intentions for the building are to use it as a private recreational area.

Commissioner Linton closed the public hearing at 6:36 p.m.

Commissioner Camacho asked if it was the City's goal to work together and make the best of this situation.

Mr. Hadley explained that the City has worked on this project for the last two years. He stated that the City is willing to work with the applicant, but he believed that the City should put time restrictions on the fees, application, and the completion of this project.

Mr. Mumford explained that the building would be brought up to building and City codes. The City could not restrict residents on building a private recreational building on their property. The issue at first was that the home owner wanted to turn this building into a congregation use building. Parking space and building codes made that request impossible.

Commissioner Linton asked if the parking lot area was asphalt. He asked why the plan shows the parking lot being striped.

Mr. Hadley explained that the parking lot is a type of gravel.

Mr. Allred explained that when the building plans were submitted to the architect and the engineer, they were told the building would need a bigger parking lot, due to the square footage of the building.

Commissioner Linton asked how many parking spaces would be needed for a public meeting house of this type.

Mr. Hadley explained about 200 to 250, typical for a structure this size.

Mr. Mumford explained that code requires one parking stall for each 20 sq. ft. of the main assembly room.

Commissioner Dean asked if the only difference from a public building and private a building would be a City agreement.

Mr. Partridge stated that the building code does not care how the building is used. The building code only cares if the building complies with the safety requirements.

Mr. Hadley explained that the City would have the homeowner sign a City agreement and a notice of interest will be recorded with the County for that property. The City would then be notified of new ownership or conflicting interest or issues on the property.

Commissioner Linton asked if there were numerous complaints about the property or was it just the one call?

Mr. Hadley stated that the Planning Department had not received any complaints about the property.

Mr. Partridge stated that the Building Department had not received any complaints that he was aware of. He stated that he had gone out to the property on numerous Sundays, and there were cars parked everywhere. That is why the City was concerned about the assembly use and why the City needs it to be a private use. He explained that building uses change all the time, for example a B-occupancy (business) could change to A-occupancy (assembly). He explained that the owner is responsible to notify the Building Department and Fire Department of occupancy change.

MOTION: ***Preston Dean moved that the Planning Commission approve the Conditional Use Permit application for the Meadow Ranch private recreation facility, subject to the conditions stated in the staff report. Daniela Camacho seconded the motion. Those voting aye: Preston Dean, John Linton, Daniela Camacho and Wendy Komoroski. The motion passed with a unanimous vote.***

6. Other Business

7. Meeting Information:
   A. Next Regularly Scheduled Meeting – October 9; upcoming agenda items

8. Adjournment

The meeting was adjourned at 6:58 p.m.

DRAFT

CERTIFICATE OF OCCUPANCY

COMMERCIAL

THIS CERTIFICATE OF OCCUPANCY IS ISSUED PURSUANT TO THE REQUIREMENTS OF THE 2006; IBC, IPC, IMC AND 2005 NEC, INDICATING AT THE TIME OF ISSUANCE THIS STRUCTURE WAS IN COMPLIANCE WITH ALL OF THE APPLICABLE CODES AND ORDINANCES OF EAGLE MOUNTAIN CITY .

OWNER / CONTRACTOR: HYRUM THOMPSON

PERMIT #: 2012-0341

EAGLE MOUNTAIN

SITE ADDRESS: 3375 E AUTUMN LANE, EAGLE MOUNTAINUT 84005

OCCUPANCY: A-3/S-2/E **OCCUPANCY LOAD:** 299 **TYPE OF CONSTRUCTION:** V-B

____ SPRINKLED X NOT SPRINKLED

SPECIAL STIPULATIONS

1. EDUCATIONAL USE (E OCCUPANCY LIMIT TO 49(OR LESS)
2. THIS BUILDING IS FOR PRIVATE RECREATIONAL USE ONLY.
3. OWNER SHALL COMPLY WITH THE CONDITIONAL USE PERMIT FOR THIS FACILITY.

Kent Partridge

KENT L. PARTRIDGE, BUILDING OFFICIAL

4-23-2013

DATE ISSUED

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	RECOGNITION - Assistant City Engineer David Salazar
ITEM TYPE:	Recognition
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Lacie Messerly, City Recorder

PRESENTED BY
Ben Reeves, Vince Hogge, American Public Works Association

RECOMMENDATION:
N/A

BACKGROUND:
The Utah Chapter of the American Public Works Association nominated and selected Eagle Mountain City for the Outstanding Intersection Improvement Project of the Year Award for the Eagle Mountain Boulevard and Pony Express Parkway Traffic Signal Project. The winning team for this project was the following: Owner: Eagle Mountain City; Contractor: BHI; Designer: Horrocks.

The Utah Chapter of the American Public Works Association also nominated and selected Assistant City Engineer, David Salazar for the Outstanding City Engineer Award.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
None

THE AMERICAN PUBLIC WORKS ASSOCIATION

HAS CONFERRED UPON

Larry J Diamond

THE DESIGNATION OF

CERTIFIED STORMWATER MANAGER (CSM)

FOR DEMONSTRATING A HIGH LEVEL OF COMPETENCE FOR STORMWATER MANAGEMENT BY SUCCESSFULLY COMPLETING AN EXAMINATION, DOCUMENTING EDUCATION AND WORK EXPERIENCE, AND FULFILLING PRESCRIBED STANDARDS OF CONDUCT AND PERFORMANCE REQUIRED FOR CSM.

Date of Certification: February 12, 2026

Certified Until: February 11, 2031

Dale G. Braun, CPFP
Chair, Certification Commission

Jonthan H. Wiles, CSM, CET, CFM, ENV. SP.
Chair, CSM Certification Council

174800413

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

ENGINEERING

Wednesday, February 18, 2026

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

SUBJECT: **Hidden Hollow phase 'C' plat 3 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Hidden Hollow phase C plat 3
Revised
Reduced

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

Bond Release		
Original Bond Amount:	$	108,434.77
Previous Release Amount:	$	-
Amount to Release this Period:	$	68,170.00
Amount Remaining in Bond :	$	40,264.77

Bond Releases Summary		
#1	$	68,170.00
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	68,170.00

2/18/2026

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	MOBILIZATION/MISC.										
a	Mobilization	1	0	LS	$5,750.00	$0.00	0	1	100%	$0.00	$0.00
b	Compaction testing	1	0	LS	$6,016.00	$0.00	0	1	100%	$0.00	$0.00
c	Erosion control	437	0	LF	$4.90	$0.00	0	437	100%	$0.00	$0.00
d	SWPPP plan	1	1	LS	$2,017.00	$2,017.00	0	1	100%	$2,017.00	$2,017.00
e	Construction entrance	1500	0	SF	$2.60	$0.00	0	1500	100%	$0.00	$0.00
f	Inlet protection	1	0	EA	$136.00	$0.00	0	1	100%	$0.00	$0.00
g	Clear & grub	46301	0	SF	$0.08	$0.00	0	46301	100%	$0.00	$0.00
h	Mass ex. Cut & fill	164	0	CY	$5.20	$0.00	0	164	100%	$0.00	$0.00
i	Import fill	1295	0	TON	$20.75	$0.00	0	1295	100%	$0.00	$0.00
j	Rough grade	24850	0	SF	$0.16	$0.00	0	24850	100%	$0.00	$0.00
k	Grade trench spoils	3231	0	CY	$3.20	$0.00	0	3231	100%	$0.00	$0.00
2	ROAD & CONCRETE										
a	3" asphalt	15720	15720	SF	$1.65	$25,938.00	0	15720	100%	$25,938.00	$25,938.00
b	6" road base	15720	0	SF	$0.95	$0.00	0	15720	100%	$0.00	$0.00
c	9" subbase	17163	0	SF	$1.05	$0.00	0	17163	100%	$0.00	$0.00
d	30" curb & gutter	569	0	LF	$22.60	$0.00	0	569	100%	$0.00	$0.00
e	30" curb & gutter prep.	654	0	LF	$8.75	$0.00	0	654	100%	$0.00	$0.00
f	Curb wall	260	260	LF	$35.70	$9,282.00	0	260	100%	$9,282.00	$9,282.00
g	5' sidewalk	2119	2119	SF	$7.00	$14,833.00	0	2119	100%	$14,833.00	$14,833.00
h	ADA ramps w/placards	2	2	EA	$1,550.00	$3,100.00	0	2	100%	$3,100.00	$3,100.00
i	Streetlights	2	2	EA	$6,000.00	$12,000.00	0	2	100%	$12,000.00	$12,000.00
j	Street/stop signs	1	1	EA	$1,000.00	$1,000.00	0	1	100%	$1,000.00	$1,000.00
3	CULINARY WATER										
a	8" Water Main C-900	385	0	LF	$50.00	$0.00	0	385	100%	$0.00	$0.00
b	8" gate valve	3	0	EA	$3,170.00	$0.00	0	3	100%	$0.00	$0.00
c	8" water fittings	4	0	EA	$1,010.00	$0.00	0	4	100%	$0.00	$0.00
d	1" Service laterals	1	0	EA	$2,400.00	$0.00	0	1	100%	$0.00	$0.00
e	Fire hydrant with valve	1	0	EA	$9,300.00	$0.00	0	1	100%	$0.00	$0.00
f	3/4" service	13	0	EA	$1,850.00	$0.00	0	13	100%	$0.00	$0.00
g	Connection	1	0	EA	$1,930.00	$0.00	0	1	100%	$0.00	$0.00
h	2" service	1	0	EA	$10,400.00	$0.00	0	1	100%	$0.00	$0.00
i	Import fill	287	0	TON	$17.50	$0.00	0	287	100%	$0.00	$0.00
4	SEWER IMPROVEMENTS										
a	8" sewer main	350	0	LF	$55.25	$0.00	0	350	100%	$0.00	$0.00
b	4" sewer laterals	13	0	EA	$1,950.00	$0.00	0	13	100%	$0.00	$0.00
c	60" Manholes	2	0	EA	$6,630.00	$0.00	0	2	100%	$0.00	$0.00
d	Import fill	2867	0	TON	$17.50	$0.00	0	2867	100%	$0.00	$0.00
5	STORM DRAIN										
a	15" RCP storm drain	170	0	LF	$64.70	$0.00	0	170	100%	$0.00	$0.00
b	60" manhole	1	0	EA	$6,000.00	$0.00	0	1	100%	$0.00	$0.00
c	Combo box	1	0	EA	$7,130.00	$0.00	0	1	100%	$0.00	$0.00
d	Import fill	63	0	TON	$17.50	$0.00	0	63	100%	$0.00	$0.00
	TOTAL CONSTRUCTION COST					$68,170.00					
	Original 10% Bond Coverage					$40,264.77					
										Released this Period	$68,170.00
	TOTAL BOND AMOUNT:					$108,434.77					

APPROVED BY EAGLE MOUNTAIN:

Vince Hogge, P.E.
Engineering Director

2-23-2026
Date

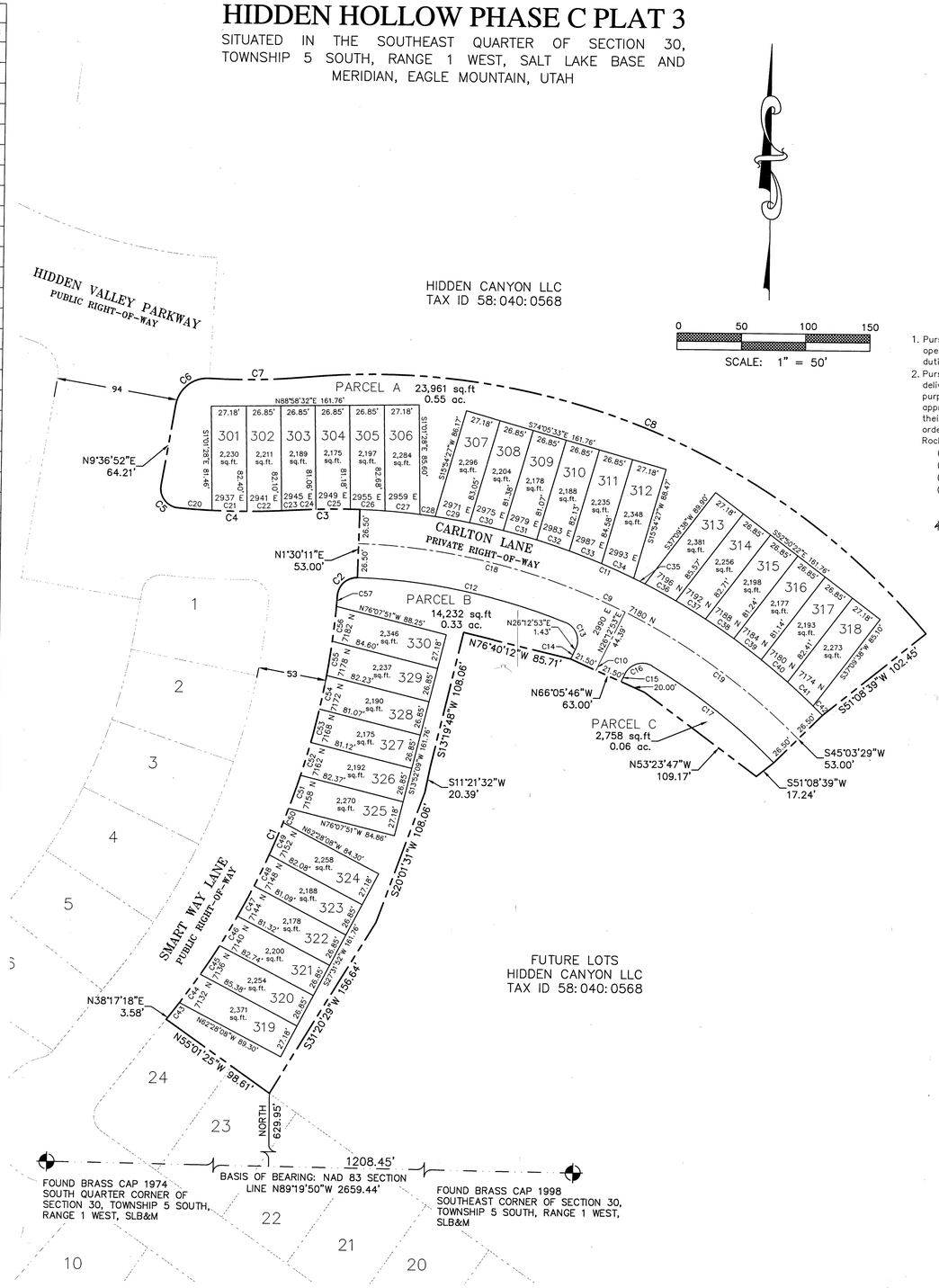
Robert Ballif
Engineering Tech. II

2/23/26
Date

HIDDEN HOLLOW PHASE C PLAT 3

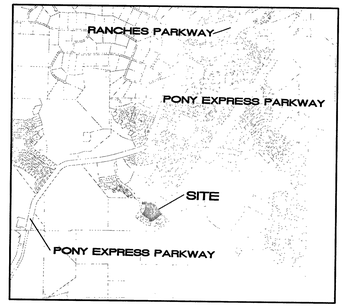
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	358.10	600.00	34°11'44"	352.80	N21°11'26"E
C2	22.88	15.00	87°24'37"	20.73	N47°47'53"E
C3	50.41	526.50	5°29'09"	50.39	S88°45'37"W
C4	91.06	593.50	8°47'28"	90.97	N89°35'13"W
C5	24.82	15.00	94°48'21"	22.08	N37°47'19"W
C6	36.40	25.00	83°26'00"	33.27	N51°19'52"E
C7	75.45	490.00	8°49'22"	75.38	N88°38'11"E
C8	542.92	560.00	55°32'53"	521.90	S68°00'03"E
C9	383.56	500.00	43°57'09"	374.22	N66°31'15"W
C10	6.24	200.00	1°47'20"	6.24	S25°19'13"W
C11	403.70	526.50	43°55'57"	393.88	N66°31'51"W
C12	166.49	473.50	20°08'44"	165.63	N78°25'27"W
C13	24.76	15.00	94°33'58"	22.04	N21°04'06"W
C14	7.11	221.50	1°50'22"	7.11	S25°17'42"W
C15	6.94	178.50	2°13'37"	6.94	S25°36'08"W
C16	24.63	15.00	94°03'57"	21.95	S73°44'55"W
C17	121.45	473.50	14°41'46"	121.12	N51°52'13"W
C18	215.65	500.00	24°42'42"	213.98	N76°08'28"W
C19	167.91	500.00	19°14'27"	167.12	N54°09'53"W
C20	26.33	593.50	2°32'31"	26.33	S86°27'45"E
C21	27.20	593.50	2°37'33"	27.20	S89°02'46"E
C22	26.85	593.50	2°35'33"	26.85	N88°20'41"E
C23	10.68	593.50	1°01'52"	10.68	N86°31'58"E
C24	16.19	526.50	1°45'43"	16.19	S86°53'54"W
C25	26.85	526.50	2°55'20"	26.85	S89°14'25"W
C26	26.89	526.50	2°55'36"	26.89	N87°50'07"W
C27	27.34	526.50	2°58'31"	27.34	N84°53'03"W
C28	11.80	526.50	1°17'03"	11.80	N82°45'16"W
C29	27.36	526.50	2°58'39"	27.36	N80°37'25"W
C30	26.91	526.50	2°55'41"	26.90	N77°40'15"W
C31	26.85	526.50	2°55'21"	26.85	N74°44'44"W
C32	26.87	526.50	2°55'28"	26.87	N71°49'20"W
C33	26.96	526.50	2°56'04"	26.96	N68°53'34"W
C34	27.46	526.50	2°59'18"	27.46	N65°55'53"W
C35	9.73	526.50	1°03'32"	9.73	N63°54'28"W
C36	27.53	526.50	2°59'43"	27.52	N61°52'50"W
C37	27.00	526.50	2°56'19"	27.00	N58°54'49"W
C38	26.89	526.50	2°55'36"	26.89	N55°58'51"W
C39	26.85	526.50	2°55'20"	26.85	N53°03'23"W
C40	26.88	526.50	2°55'32"	26.88	N50°07'57"W
C41	27.32	526.50	2°58'21"	27.31	N47°11'00"W
C42	10.41	526.50	1°07'57"	10.41	N45°07'51"W
C43	12.95	600.00	1°14'13"	12.95	N37°40'12"E
C44	27.46	600.00	2°37'21"	27.46	N35°44'25"E
C45	26.98	600.00	2°34'36"	26.98	N33°08'27"E
C46	26.89	600.00	2°34'04"	26.89	N30°34'07"E
C47	26.85	600.00	2°33'51"	26.85	N28°00'09"E
C48	26.87	600.00	2°33'57"	26.87	N25°26'15"E
C49	27.27	600.00	2°36'16"	27.27	N22°51'08"E
C50	11.84	600.00	1°07'50"	11.84	N20°59'05"E
C51	27.30	600.00	2°36'24"	27.29	N19°06'58"E
C52	26.88	600.00	2°34'01"	26.88	N16°31'45"E
C53	26.85	600.00	2°33'51"	26.85	N13°57'49"E
C54	26.88	600.00	2°34'00"	26.87	N11°23'54"E
C55	26.96	600.00	2°34'27"	26.95	N8°49'41"E
C56	27.43	600.00	2°37'08"	27.42	N6°13'53"E
C57	8.68	600.00	0°49'45"	8.68	N4°30'27"E



0 50 100 150

SCALE: 1" = 50'



VICINITY MAP

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

ROCKY MOUNTAIN POWER — 12-20-22 DATE

DOMINION GAS COMPANY APPROVAL

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

Approved this 20 day of December 2022 Dominion Gas Company

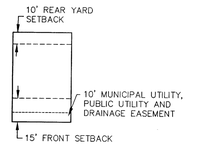
By: Beverly Hedge Title: Re-Con

DIRECT COMMUNICATIONS APPROVAL

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.

DIRECT COMMUNICATIONS — 12/20/22 DATE

NOTES:
1- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
2- PARCELS A, B AND C ARE COMMON AREAS AND OWNED AND MAINTAINED BY HOA.
3- PARCELS A, B AND C INCLUDING PRIVATE ROADWAYS ARE A MUNICIPAL UTILITY, PUBLIC UTILITY AND DRAINAGE EASEMENT.



SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT
-NTS-

LAND USE	
ACREAGE:	2.97 acres
ACREAGE IN LOTS:	1.54 acres
AVERAGE LOT SIZE:	2,236 sq.ft.
ACREAGE IN ROADS:	0.49 acres
TOTAL LOTS:	30 LOTS
UNIT DENSITY:	10.1 UNITS PER ACRE

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HIDDEN HOLLOW PHASE C PLAT 3 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°19'50" West 1208.45 feet along the section line and North 629.95 feet from the Southeast Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 55°01'25" West 98.61 feet; thence North 38°17'18" East 3.58 feet; thence Northeasterly 358.10 feet along the arc of a 600.00 foot radius curve to the left, through a central angle of 34°11'44", the chord of which bears North 21°11'26" East 352.80 feet; thence Northeasterly 22.88 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 87°24'37", the chord of which bears North 47°47'53" East 20.73 feet; thence North 01°30'11 East 53.00 feet; thence Westerly 50.41 feet along the arc of a non-tangent 526.50 foot radius curve to the left, through a central angle of 05°29'09", the chord of which bears South 88°45'37" West 50.39 feet; thence Westerly 91.06 feet along the arc of a 593.50 foot radius curve to the right, through a central angle of 08°47'28", the chord of which bears North 89°35'13" West 90.97 feet; thence Northwesterly 24.82 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 94°48'21", the chord of which bears North 37°47'19" West 22.08 feet; thence North 09°36'52" East 64.21 feet; thence Northeasterly 36.40 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 83°26'00", the chord of which bears North 51°19'52" East 33.27 feet; thence Easterly 75.45 feet along the arc of a 490.00 foot radius curve to the left, through a central angle of 08°49'22", the chord of which bears North 88°38'11" East 75.38 feet; thence Southeasterly 542.92 feet along the arc of a 560.00 foot radius curve to the right, through a central angle of 55°32'53", the chord of which bears South 68°00'03" East 521.90 feet; thence South 51°08'39" West 102.45 feet; thence South 45°03'29" West 53.00 feet; thence South 51°08'39" West 17.24 feet; thence North 53°23'47" West 109.17 feet; thence North 66°05'46" West 63.00 feet; thence North 76°40'12" West 85.71 feet; thence South 13°19'48" West 108.06 feet; thence South 11°21'32" West 20.39 feet; thence South 20°01'31" West 108.06 feet; thence South 31°20'29" West 156.64 feet to the point of beginning.
Parcel contains: 2.97 acres

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

ENT 7979:2023 Map # 18644
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Feb 09 12:24 PM FEE 116.00 BY TM
RECORDED FOR EAGLE MOUNTAIN CITY

Dec 19 2022 DATE — SURVEYOR (See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.
Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys Parcels A,B and C as indicated heron, to the Hidden Hollow Town-home Owners Association, 2801 North Thanksgiving Way Suite 100, Lehi, Ut, 84043

OWNER(S): PRINTED: RS Hidden Hollow, LLC — AUTHORIZED SIGNATURES: Ryan Byde, Manager

ACKNOWLEDGEMENT

On the 20th day of December, 2022, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 4/12/2025 — NOTARY PUBLIC SIGNATURE: Angela Rae McConley
717756 COMMISSION NUMBER — PRINTED NAME OF NOTARY: Angela Rae McConley

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision an hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 20 day of December 2022

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

PHASE C PLAT 3

HIDDEN HOLLOW

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

RECORDING INFORMATION

PROFESSIONAL LAND SURVEYOR SEAL — No. 5152741 — 12-19-2022 — TRAVIS TRANE — STATE OF UTAH
NOTARY PUBLIC SEAL — Angela Rae McConley — NOTARY PUBLIC - STATE OF UTAH — My Comm. Exp. 04/12/2025 — Commission # 717756
CITY-COUNTY ENGINEER SEAL — No. 266052 — CHRISTOPHER TORO — TRUSTY 12-21-22 — LICENSED PROFESSIONAL ENGINEER — STATE OF UTAH
CLERK-RECORDED SEAL

11984

See 30,T5S, R1W TV38 DR

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

ENGINEERING

Tuesday, February 24, 2026

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

SUBJECT: **Hidden Hollow phase 'B' plat 2 out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

EAGLE
MOUNTAIN

BOND RELEASE REQUEST LETTER
Hidden Hollow phase B plat 2
Reduced

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

1st Bond Release	
Original Bond Amount:	$ 234,710.00
Previous Release Amount:	$ -
Amount to Release this Period:	$ 132,897.04
Amount Remaining in Bond :	$ 101,812.96

Bond Releases Summary	
#1	$ 132,897.04
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 132,897.04

6/15/2023

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTIITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	MOBILIZATION/MISC.										
a	Swppp	1	0.5	LS	$3,000.00	$1,500.00	0	1	100%	$1,500.00	$1,500.00
2	ROAD & CONCRETE										
a	3" asphalt	80052	40026	SF	$1.37	$54,835.62	0	80052	100%	$54,835.62	$54,835.62
b	6" road base	80052	8005.2	SF	$0.67	$5,363.48	0	80052	100%	$5,363.48	$5,363.48
c	9" sub base	4000	400	CY	$6.13	$2,452.00	0	4000	100%	$2,452.00	$2,452.00
d	30" curb & gutter	3770	377	LF	$22.13	$8,343.01	0	3770	100%	$8,343.01	$8,343.01
e	3" asphalt trail head	7050	705	SF	$1.48	$1,043.40	0	7050	100%	$1,043.40	$1,043.40
f	6" base trail head	7050	705	SF	$0.99	$697.95	0	7050	100%	$697.95	$697.95
g	Place gravel trail	10302	1030.2	SF	$1.16	$1,195.03	0	10302	100%	$1,195.03	$1,195.03
h	5' sidewalk	21000	2100	SF	$5.03	$10,563.00	0	21000	100%	$10,563.00	$10,563.00
i	Curb tie in	1	0.1	EA	$393.37	$39.34	0	1	100%	$39.34	$39.34
j	ADA ramps w/placards	7	0.7	EA	$1,236.30	$865.41	0	7	100%	$865.41	$865.41
k	Place concrete waterway	1000	100	SF	$11.24	$1,124.00	0	1000	100%	$1,124.00	$1,124.00
l	Concrete mob	2	0.2	EA	$674.35	$134.87	0	2	100%	$134.87	$134.87
m	Rock retaining wall	10800	1080	SF	$4.43	$4,784.40	0	10800	100%	$4,784.40	$4,784.40
3	CULINARY WATER										
a	8" Water Main C-900	1240	0	LF	$22.11	$0.00	0	1240	100%	$0.00	$0.00
b	Bedding material	1115	0	TON	$13.99	$0.00	0	1115	100%	$0.00	$0.00
c	Backfill material	1285	0	CY	$5.96	$0.00	0	1285	100%	$0.00	$0.00
d	1" Service laterals	54	0	EA	$1,335.55	$0.00	0	54	100%	$0.00	$0.00
e	2" Landscape Service lateral	1	0	EA	$3,937.59	$0.00	0	1	100%	$0.00	$0.00
f	Fire hydrant with valve	3	0	EA	$5,010.45	$0.00	0	3	100%	$0.00	$0.00
g	8" fittings & valves(bends)	1	0	LS	$27,240.44	$0.00	0	1	100%	$0.00	$0.00
h	Tie into existing 20" main	1	0	EA	$9,210.34	$0.00	0	1	100%	$0.00	$0.00
i	Air vac	1	0	EA	$3,989.85	$0.00	0	1	100%	$0.00	$0.00
j	Testing	1	0	LS	$1,817.82	$0.00	0	1	100%	$0.00	$0.00
k	2" blow off	1	0	EA	$1,100.00	$0.00	0	1	100%	$0.00	$0.00
l	Valve collars	7	0	EA	$391.59	$0.00	0	7	100%	$0.00	$0.00
4	SEWER IMPROVEMENTS										
a	8" HDPE sewer main	1685	168.5	LF	$51.62	$8,697.97	0	1685	100%	$8,697.97	$8,697.97
b	8" sewer main	300	30	LF	$27.35	$820.50	0	300	100%	$820.50	$820.50
c	8" sewer main w/bell restraints	115	11.5	LF	$64.04	$736.46	0	115	100%	$736.46	$736.46
d	10" HDPE sewer-upgrade	1100	110	LF	$55.66	$6,122.60	0	1100	100%	$6,122.60	$6,122.60
e	Replace base for 10" pipe	3	0.3	EA	$887.86	$266.36	0	3	100%	$266.36	$266.36
f	4" HDPE sewer laterals	38	3.8	EA	$1,249.59	$4,748.44	0	38	100%	$4,748.44	$4,748.44
g	4" sewer laterals	16	1.6	EA	$926.18	$1,481.89	0	16	100%	$1,481.89	$1,481.89
h	Backfill material	6282	628.2	CY	$5.96	$3,744.07	0	6282	100%	$3,744.07	$3,744.07
i	Bedding material	2000	200	TON	$19.82	$3,964.00	0	2000	100%	$3,964.00	$3,964.00
j	48" Manholes	10	1	EA	$2,634.23	$2,634.23	0	10	100%	$2,634.23	$2,634.23
k	60" Manholes	1	0.1	EA	$3,174.62	$317.46	0	1	100%	$317.46	$317.46
l	TV & air test	1	0.1	LS	$2,809.78	$280.98	0	1	100%	$280.98	$280.98
m	Tie into existing manhole	1	0.1	EA	$2,086.83	$208.68	0	1	100%	$208.68	$208.68
n	Manhole collars	11	11	EA	$485.03	$5,335.33	0	11	100%	$5,335.33	$5,335.33
5	STORM DRAIN										
a	15" storm drain	100	10	LF	$36.18	$361.80	0	100	100%	$361.80	$361.80
b	Curb inlet boxes	1	0.1	EA	$2,347.58	$234.76	0	1	100%	$234.76	$234.76
	TOTAL CONSTRUCTION COST					$132,897.04					
	Original 10% Bond Coverage					$101,812.96					
									Released this Period	$132,897.04	
	TOTAL BOND AMOUNT:					$234,710.00					

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusty P.E.
Engineering Director

6/15/23
Date

Robert Ballif
Engineering Tech.

6/15/23
Date

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

ENGINEERING

DATE: Tuesday, February 24, 2026
TO: Vince Hogge
FROM: Robert Ballif Engineering Tech. II
SUBJECT: Hidden Hollow phase "B" plat 2 walk through

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

Robert Ballif – Engineering Tech. II

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

General Notes:

1. ~~Exit sewer video.~~

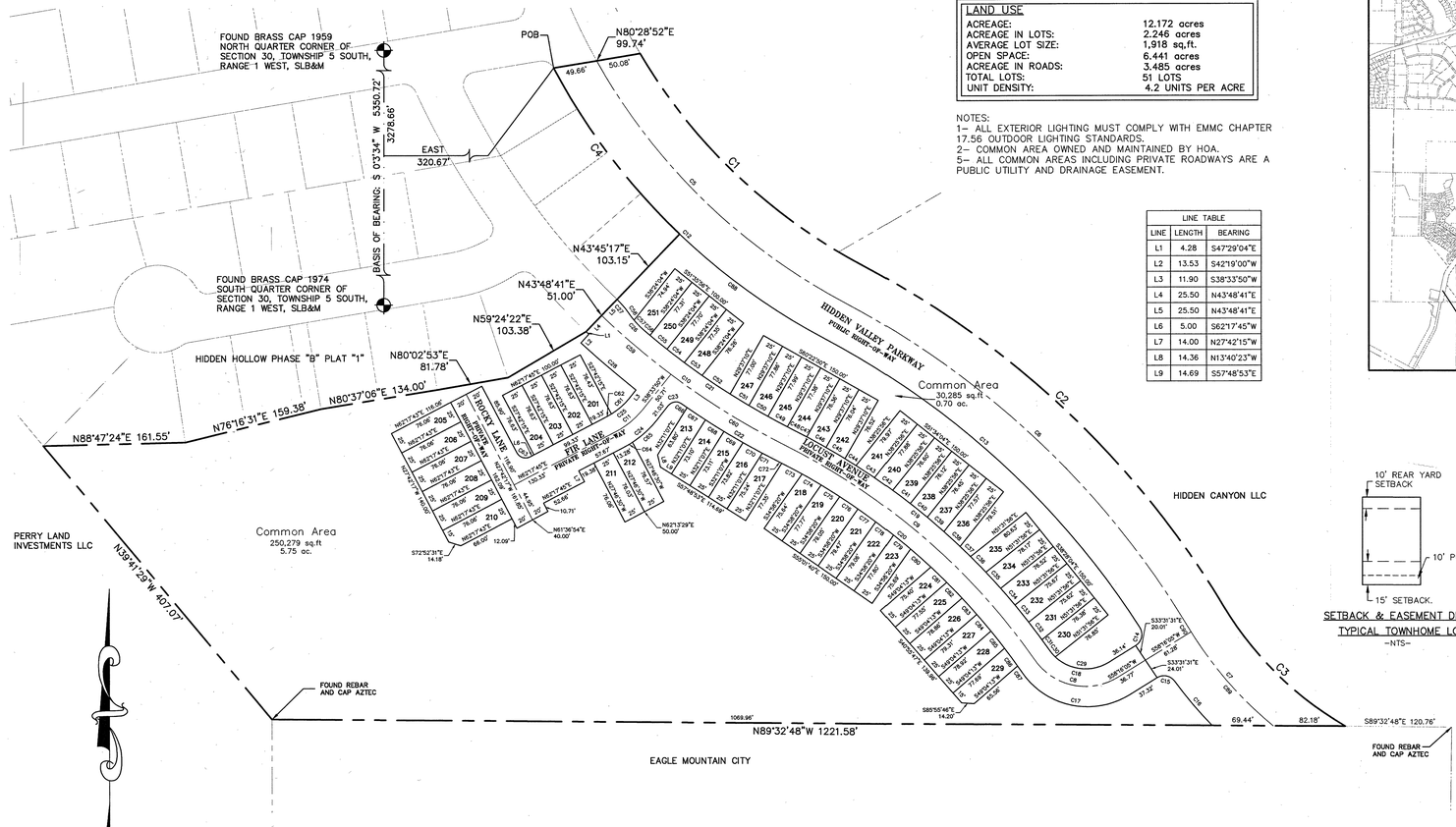
Locust Ave. (Private):

1. ~~House #7260 The air vac vent weep hole is under the concrete pad and needs to be above the concrete pad.~~
2. ~~At the intersection of Hidden Valley Pkwy. Missing the stop and street signs, (2865 E Hidden Valley Pkwy is a green sign & 7265 N Locust Ave. is a blue sign w/coordinates)~~

Hidden Valley PKWY:

1. ~~Crack seal by south manhole the phase line.~~
2. ~~Marked section of sidewalk to be replaced, red 'X'.~~

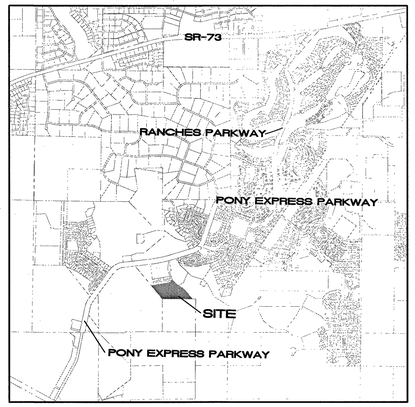
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.



LAND USE	
ACREAGE:	12.172 acres
ACREAGE IN LOTS:	2.246 acres
AVERAGE LOT SIZE:	1,918 sq.ft.
OPEN SPACE:	6.441 acres
ACREAGE IN ROADS:	3.485 acres
TOTAL LOTS:	51 LOTS
UNIT DENSITY:	4.2 UNITS PER ACRE

NOTES:
1- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
2- COMMON AREA OWNED AND MAINTAINED BY HOA.
5- ALL COMMON AREAS INCLUDING PRIVATE ROADWAYS ARE A PUBLIC UTILITY AND DRAINAGE EASEMENT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.28	S47°29'04"E
L2	13.53	S42°19'00"W
L3	11.90	S38°33'50"W
L4	25.50	N43°48'41"E
L5	25.50	N43°48'41"E
L6	5.00	S62°17'45"W
L7	14.00	N27°42'15"W
L8	14.36	N13°40'23"W
L9	14.69	S57°48'53"E



VICINITY MAP

SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT
-NTS-

LOT AREAS	
LOT #	AREA
201	1,915 sq.ft.
202	1,916 sq.ft.
203	1,916 sq.ft.
204	1,916 sq.ft.
205	1,902 sq.ft.
206	1,902 sq.ft.
207	1,902 sq.ft.
208	1,902 sq.ft.
209	1,902 sq.ft.
210	1,851 sq.ft.
211	1,902 sq.ft.
212	1,903 sq.ft.
213	1,783 sq.ft.
214	1,826 sq.ft.
215	1,835 sq.ft.
216	1,862 sq.ft.
217	1,906 sq.ft.
218	1,919 sq.ft.
219	1,962 sq.ft.
220	1,983 sq.ft.
221	1,983 sq.ft.
222	1,962 sq.ft.
223	1,920 sq.ft.
224	1,914 sq.ft.
225	1,957 sq.ft.
226	1,979 sq.ft.

LOT AREAS	
LOT #	AREA
227	1,980 sq.ft.
228	1,959 sq.ft.
229	1,867 sq.ft.
230	1,924 sq.ft.
231	1,898 sq.ft.
232	1,890 sq.ft.
233	1,901 sq.ft.
234	1,932 sq.ft.
235	1,983 sq.ft.
236	1,962 sq.ft.
237	1,924 sq.ft.
238	1,905 sq.ft.
239	1,907 sq.ft.
240	1,929 sq.ft.
241	1,971 sq.ft.
242	1,905 sq.ft.
243	1,903 sq.ft.
244	1,921 sq.ft.
245	1,944 sq.ft.
246	1,950 sq.ft.
247	1,937 sq.ft.
248	1,922 sq.ft.
249	1,940 sq.ft.
250	1,939 sq.ft.
251	1,913 sq.ft.

0 80 160 320
SCALE: 1" = 80'

DIRECT COMMUNICATIONS APPROVAL

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.

DIRECT COMMUNICATIONS — DATE 9/14/20

DOMINION GAS COMPANY APPROVAL

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

Approved this 14 day of September 20 20 Dominion Gas Company

By: Beverly Eldredge Title: Re-Cm

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

Del Edwards 9/16/20
ROCKY MOUNTAIN POWER — DATE

17302

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	355.15	646.00	31°29'58"	350.69	S46°14'03"E
C2	573.09	1054.00	31°09'12"	566.05	S46°24'26"E
C3	197.50	396.00	28°34'32"	195.46	S45°07'06"E
C4	239.26	740.00	18°31'31"	238.22	N36°58'58"W
C5	398.91	693.00	32°58'52"	393.43	S45°29'36"E
C6	547.53	1007.00	31°09'12"	540.81	N46°24'26"W
C7	149.57	443.00	19°20'39"	148.86	S40°30'10"E
C8	106.31	70.00	87°00'43"	96.38	S78°13'34"E
C9	378.07	760.00	28°30'08"	374.18	N48°58'16"W
C10	258.74	865.50	17°07'44"	257.78	S54°39'28"E
C11	41.42	100.00	23°43'55"	41.12	N50°25'47"E
C12	442.53	740.00	34°15'49"	435.97	S44°51'07"E
C13	494.01	960.00	29°29'04"	488.58	N47°14'30"W
C14	23.76	15.00	90°46'03"	21.35	N12°53'03"E
C15	22.42	15.00	85°37'26"	20.39	N78°55'12"W
C16	66.51	490.00	7°46'38"	66.46	S39°59'48"E
C17	137.11	90.00	87°17'18"	124.23	S78°05'16"E
C18	75.93	50.00	87°00'43"	68.84	S78°13'34"E
C19	388.02	780.00	28°30'08"	384.03	N48°58'16"W
C20	371.69	740.00	28°46'43"	367.79	N48°49'58"W
C21	205.75	845.50	13°56'35"	205.25	S56°15'02"E
C22	128.79	885.50	8°20'00"	128.68	S59°03'20"E
C23	16.62	11.00	86°32'50"	15.08	S81°50'15"W
C24	49.70	120.00	23°43'55"	49.35	N50°25'47"E
C25	33.14	80.00	23°43'55"	32.90	N50°25'47"E
C26	26.45	100.00	15°09'17"	26.37	S41°42'06"E
C27	20.88	100.00	11°57'58"	20.85	N40°06'27"W
C28	82.60	1305.11	3°37'35"	82.59	S49°17'56"E
C29	65.77	50.00	75°22'00"	61.13	S84°02'55"E
C30	10.16	50.00	11°38'43"	10.14	S40°32'34"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C31	14.89	780.00	1°05'36"	14.88	N35°16'00"W
C32	25.01	780.00	1°50'14"	25.01	N36°43'56"W
C33	25.00	780.00	1°50'11"	25.00	N38°34'09"W
C34	25.02	780.00	1°50'15"	25.01	N40°24'22"W
C35	25.06	780.00	1°50'26"	25.05	N42°14'42"W
C36	25.12	780.00	1°50'43"	25.12	N44°05'17"W
C37	16.54	780.00	1°12'55"	16.54	N45°37'06"W
C38	25.08	780.00	1°50'31"	25.07	N47°08'48"W
C39	25.03	780.00	1°50'18"	25.03	N48°59'13"W
C40	25.00	780.00	1°50'12"	25.00	N50°49'28"W
C41	25.01	780.00	1°50'13"	25.00	N52°39'40"W
C42	25.03	780.00	1°50'20"	25.03	N54°29'56"W
C43	25.09	780.00	1°50'34"	25.09	N56°20'24"W
C44	14.91	780.00	1°05'43"	14.91	N57°48'32"W
C45	25.01	780.00	1°50'13"	25.00	N59°16'30"W
C46	25.00	780.00	1°50'12"	25.00	N61°06'42"W
C47	16.23	780.00	1°11'32"	16.23	N62°37'34"W
C48	8.79	845.50	0°35'45"	8.79	S62°55'27"E
C49	25.01	845.50	1°41'41"	25.01	S61°46'45"E
C50	25.00	845.50	1°41'39"	25.00	S60°05'05"E
C51	25.02	845.50	1°41'43"	25.02	S58°23'24"E
C52	38.44	845.50	2°36'19"	38.44	S56°14'23"E
C53	25.02	845.50	1°41'45"	25.02	S54°05'21"E
C54	25.00	845.50	1°41'40"	25.00	S52°23'39"E
C55	25.00	845.50	1°41'40"	25.00	S50°41'59"E
C56	8.46	845.50	0°34'24"	8.46	S49°33'57"E
C57	16.69	100.00	9°33'48"	16.67	S44°29'51"E
C58	9.76	100.00	5°35'29"	9.75	S36°55'12"E
C59	103.70	865.50	6°51'54"	103.64	S49°31'33"E
C60	155.04	865.50	10°15'50"	154.84	S58°05'25"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C61	27.46	80.00	19°39'58"	27.32	N48°23'49"E
C62	5.68	80.00	4°03'57"	5.68	N60°15'46"E
C63	17.28	11.00	89°59'58"	15.56	S72°42'16"E
C64	11.74	120.00	5°36'13"	11.73	N59°29'38"E
C65	37.97	120.00	18°07'42"	37.81	N47°37'41"E
C66	7.97	885.50	0°30'58"	7.97	S55°08'49"E
C67	25.01	885.50	1°37'06"	25.01	S56°12'51"E
C68	25.00	885.50	1°37'04"	25.00	S57°49'55"E
C69	25.01	885.50	1°37'06"	25.01	S59°27'00"E
C70	25.04	885.50	1°37'13"	25.04	S61°04'10"E
C71	20.75	885.50	1°20'34"	20.75	S62°33'03"E
C72	4.34	740.00	0°20'09"	4.34	N63°03'15"W
C73	26.16	740.00	2°01'31"	26.16	N61°52'25"W
C74	25.09	740.00	1°56'34"	25.09	N59°53'23"W
C75	25.03	740.00	1°56'18"	25.03	N57°56'57"W
C76	25.00	740.00	1°56'10"	25.00	N56°00'43"W
C77	25.00	740.00	1°56'10"	25.00	N54°04'33"W
C78	25.03	740.00	1°56'18"	25.03	N52°08'20"W
C79	25.09	740.00	1°56'34"	25.09	N50°11'54"W
C80	31.06	740.00	2°24'17"	31.05	N48°01'29"W
C81	25.09	740.00	1°56'35"	25.09	N45°51'03"W
C82	25.04	740.00	1°56'18"	25.03	N43°54'37"W
C83	25.01	740.00	1°56'10"	25.00	N41°58'23"W
C84	25.00	740.00	1°56'10"	25.00	N40°02'13"W
C85	25.03	740.00	1°56'17"	25.03	N38°06'00"W
C86	25.09	740.00	1°56'33"	25.09	N36°09'35"W
C87	9.62	740.00	0°44'41"	9.62	N34°48'58"W
C88	203.27	740.00	15°44'19"	202.63	S54°06'53"E
C89	143.07	443.00	18°30'12"	142.44	S40°55'23"E
C90	6.50	443.00	0°50'27"	6.50	S31°15'04"E

ADDRESS TABLE	
LOT #	ADDRESS
201	2737 EAST FIR LANE
202	2733 EAST FIR LANE
203	2729 EAST FIR LANE
204	2725 EAST FIR LANE
205	7307 NORTH ROCKY LANE
206	7303 NORTH ROCKY LANE
207	7299 NORTH ROCKY LANE
208	7295 NORTH ROCKY LANE
209	7291 NORTH ROCKY LANE
210	7287 NORTH ROCKY LANE
211	2738 EAST FIR LANE
212	2744 EAST FIR LANE
213	7309 NORTH LOCUST AVE
214	7307 NORTH LOCUST AVE
215	7303 NORTH LOCUST AVE
216	7301 NORTH LOCUST AVE
217	7299 NORTH LOCUST AVE
218	7295 NORTH LOCUST AVE
219	7293 NORTH LOCUST AVE
220	7289 NORTH LOCUST AVE
221	7287 NORTH LOCUST AVE
222	7285 NORTH LOCUST AVE
223	7283 NORTH LOCUST AVE
224	7275 NORTH LOCUST AVE
225	7273 NORTH LOCUST AVE
226	7269 NORTH LOCUST AVE

ADDRESS TABLE	
LOT #	ADDRESS
227	7265 NORTH LOCUST AVE
228	7263 NORTH LOCUST AVE
229	7259 NORTH LOCUST AVE
230	7260 NORTH LOCUST AVE
231	7264 NORTH LOCUST AVE
232	7268 NORTH LOCUST AVE
233	7272 NORTH LOCUST AVE
234	7276 NORTH LOCUST AVE
235	7278 NORTH LOCUST AVE
236	7282 NORTH LOCUST AVE
237	7286 NORTH LOCUST AVE
238	7288 NORTH LOCUST AVE
239	7292 NORTH LOCUST AVE
240	7294 NORTH LOCUST AVE
241	7298 NORTH LOCUST AVE
242	7300 NORTH LOCUST AVE
243	7304 NORTH LOCUST AVE
244	7306 NORTH LOCUST AVE
245	7308 NORTH LOCUST AVE
246	7310 NORTH LOCUST AVE
247	7312 NORTH LOCUST AVE
248	7318 NORTH LOCUST AVE
249	7320 NORTH LOCUST AVE
250	7324 NORTH LOCUST AVE
251	7326 NORTH LOCUST AVE

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HIDDEN HOLLOW PHASE "B" PLAT "2" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°03'34" West 3278.66 feet along the quarter section line and East 320.67 feet from the North Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 80°28'52" East 99.74 feet; thence Southeasterly 355.15 feet along the arc of a non-tangent 646.00 foot radius curve to the left, through a central angle of 31°29'58", the chord of which bears South 46°14'03" East 350.69 feet; thence Southeasterly 573.09 feet along the arc of a 1054.00 foot radius curve to the right, through a central angle of 31°09'12", the chord of which bears South 46°24'26" East 566.05 feet; thence Southeasterly 197.50 feet along the arc of a 396.00 foot radius curve to the left, through a central angle of 28°34'32", the chord of which bears South 45°07'06" East 195.46 feet; thence North 89°32'48"West 1221.58 feet; thence North 39°41'29" West 407.07 feet; thence North 88°47'24" East 161.55 feet; thence North 76°16'31" East 159.38 feet; thence North 80°37'06" East 134.00 feet; thence North 80°02'53" East 81.78 feet; thence North 59°24'22" East 103.38 feet; thence North 43°48'41" East 51.00 feet; thence North 43°45'17" East 103.15 feet; thence Northerly 239.26 feet along the arc of a 740.00 foot radius curve to the right, through a central angle of 18°31'31", the chord of which bears North 36°58'58" West 238.22 feet to the point of beginning.

Parcel contains: 12.17 acres

Basis of Bearing: the line between the North Quarter Corner and the South Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears South 00°03'34" East (NAD 83).

Sept 11, 2020
DATE

SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City an the inhabitants thereof.
Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys the common area, as indicated heron, to the Hidden Hollow Town-home Owners Association, 2801 North Thanksgiving Way Suite 100, Lehi, Ut, 84043

OWNER(S):
PRINTED
Ryan Bybee
Manager, RS Hidden Hollow, LLC

AUTHORIZED SIGNATURES
September 16, 2020

ACKNOWLEDGEMENT

On the 16th day of Sept., 20 20, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 4/10/2024
COMMISSION NUMBER 711469

Sharon B. Johnson
NOTARY PUBLIC SIGNATURE
Sharon B. Johnson
PRINTED NAME OF NOTARY

ENT 152417:2020 Map # 17302
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Oct 01 11:01 am FEE 152.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision an hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 30 day of Sept. 20 20

Jenna Burnham
APPROVED BY MAYOR

APPROVED BY CITY ENGINEER
(See Seal Below)

APPROVED BY CITY ATTORNEY

ATTEST BY CITY RECORDER
(See Seal Below)

PHASE 'B' PLAT '2'

HIDDEN HOLLOW

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

SURVEYOR SEAL
PROFESSIONAL LAND SURVEYOR
No. 5152741
9-11-20
TRAVIS TRANE
STATE OF UTAH

NOTARY PUBLIC SEAL
SHARON B. JOHNSON
Notary Public - State of Utah
Comm. No. 711469
My Commission Expires on
April 10, 2024

CITY ENGINEER SEAL
CHRISTOPHER TREMEA
172477
9-22-20
STATE OF UTAH

CLERK-RECORDED SEAL
JEFFERY SMITH
UTAH COUNTY RECORDER

Sec 30, T5S, R1W
TU-038

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	CHANGE ORDER - Pony Express Parallel Waterline, Rino Construction - Change Order #1
ITEM TYPE:	Change Order
FISCAL IMPACT:	The contract with Rino Construction is one part of a larger project called Well 7 Unity Pass Phase 2. The larger project also includes design of the well 7 well house, design of the pumps, design of all internal piping and monitoring systems, and construction of the well house, installation of the pumps, and installation of a short section of pipeline to connect the well to the existing pipe system. The original project budget for the overall project is $3,800,000. Design of the well house has just started and construction will start once the design is complete. The fiscal impact on the city will not be known for sure until the overall project is complete. The change for this contract is $384,690.30. If the rest of the project finishes on budget, then the fiscal impact will be $384,690.30.
APPLICANT:	Rino Construction

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

PUBLIC HEARING
No

PREPARED BY
Bryce Mcrae, Engineer in Training

PRESENTED BY
Bryce Mcrae

RECOMMENDATION:
Staff recommends that City Council approve a Change Order #1 to the Rino Construction contract in the amount of $384,690.30.

BACKGROUND:
Summary of requests included in this Change Order #1 and the reasoning:

- Change Order #1 - The original design drawings showed the existing pipe as 16". When the contractor uncovered the pipe to connect, the actual pipe was 20". Fittings and valves had to be returned and new ones ordered. (Total Change $49,565)
- Change Order #2 - An existing storm drain pipe was found during excavation that was unknown during design. The elevation of this pipe was at the same elevation as the new pipeline. The new pipe had to be looped under the storm drain pipe which required additional fittings, concrete thrust blocks, and manpower. (Total Change $19,100)
- Change Order #3 - Several unknown utility lines were encountered during construction that necessitated change of alignment or additional fittings. Additional fittings at North tie-in (16x20 Flg Reducer, 2-12" Flg 11.25 Bends, 12" Bolt Kits), Add 12" Butterfly Valve w/ Concrete Collar

per EMC Detail 24 (North Tie-In Near Well House, South Side of Cross) 24" SD Culvert Crossing Replacement Parts and Labor (STA. 43+00), Corp Stop & Saddle tap to check line pressure, South Tie-Ins 16" Half Loop, Avoid unmarked gas crossing at Lone Tree Pkwy, 12" South Tie-Ins Adjusted fittings and stick of 12" C900 DR14, 16" 22.5 Deg Bends (2), Avoid Power Conduit & Existing Watermain (Sta. 15+25), Credit for 16" 45 Deg Bend (Total Change $32,160)

- Change Order #4 - Sidewalk, Remove & Replace (both sides of Lone Tree & in front of the new church off Oquirrh Ranch Pkwy), Hard Rock Excavation @ South Tie-Ins, Additional Hard Rock Ex - Sta 27+25 to 30+50 - 100% rock, Unknown or not as shown utility conflicts (Total Change $60,973.75)
- Change Order #5 - This is landscape restoration and all sprinkler repair as well as rock, sod, and topsoil for all lawn areas (Total Change $106,715.85)
- Change Order #6 - Quantity Adjustments - The quantities of asphalt and concrete repair were underestimated on the original bid form. The amount of concrete and asphalt installed was measured and verified, and the actual quantities were used to determine payment of these line items. (Total Change $126,959.70)

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Change Order #1

Eagle Mountain City

1650 E Stagecoach Run Eagle Mountain Utah 84005
801-789-6600

Change Order # 1

Date:	2/22/26	**Change Order Amount:**	$384,690.30
Project Title:	Pony Express Parallel Line	**PO #**	84815
Project Manager:	Bryce McRae	**GL #**	11-81-51000-7000
Contractor:	RINO Exc	**Task Code #**	20245101-well7ph2
Contr. Contact:	Derek Hill		

The Contract Documents will be modified as follows upon execution of this Change Order:

Description:
Change Order #1 - Increase Cost (Existing line going from 16" to 20") (Total Change $49,565)
Change Order #2 - 16" Waterline Loop w/ Thrust Blocks (Total Change $19,100)
Change Order #3 - Additional fittings at north tie-in (16x20 Flg Reducer, 2-12" Flg 11.25 Bends, 12" Bolt Kits), Add 12" Butterfly Valve w/ Concrete Collar per EMC Detail 24 (North Tie-In Near Well House, South Side of Cross) 24" SD Culvert Crossing Replacement Parts and Labor (STA. 43+00), Corp Stop & Saddle tap to check line pressure, South Tie-Ins 16" Half Loop, Avoid unmarked gas crossing at Lone Tree Pkwy, 12" South Tie-Ins Adjusted fittings and stick of 12" C900 DR14, 16" 22.5 Deg Bends (2), Avoid Power Conduit & Existing Watermain (Sta. 15+25), Credit for 16" 45 Deg Bend (Total Change $32,160)
Change Order #4 - Sidewalk Remove & Replace (both sides of Lone Tree & in front of new church off Oquirrh Ranch Pkwy), Hard Rock Excavation @ South Tie-Ins, Additional Hard Rock Ex - Sta 27+25 to 30+50 - 100% rock, Unknown or not as shown utility conflicts (Total Change $60,973.75)
Change Order #5 - This is landscape restoration and all sprinkler repair as well as rock sod and topsoil for all lawn areas (Total Change $106,715.85)
Change Order #6 - Quantity Adjustments - The quantities of asphalt and concrete repair were underestimated on the original bid. (Total Change $116,175.70)

Attachments (List documents supporting this change order, attach to this form, upload to Springbrook):

1. Summary of Change Orders #1 - #4
2.
3. J&H Landscaping Invoice - We negotiated a partial payment of this invoice due to over-disturbance of landscaping.
4.
5. Rino Invoice and Change Order Tracking Sheet

Contract Pricing:		**Contract Time:**	
Original Contract Amount:	$ 1,147,693.25	Original Completion Date:	7/31/25
Previously Approved CO's:	$ 0	Previously approved days:	0
Present Contract Price:	$ 1,147,693.25	Increased by:	0
Change Order Amount:	$ 384,690.30	Decreased by:	0
New Contract Amount:	$ 1,532,383.55	New Completion Date:	7/31/25

City Council Budget Approval?	✔	YES		NO	Admin Assistant Reviewed?		YES	✔	NO

City Council approval required if funds are not budgeted and for change orders over $75,000.00 or 10% of cost; whichever is greater. Also, for purchases over 15,000.00 for auditing, attorneys, architectural services for city facilities, branding, government relations and consulting for master plans and general plans.

Signatures (approval):

Purchasing:	Melissa Yates	Project Accountant:	Chris Waldron Chris Waldron (Feb 26, 2026 08:24:54 MST)
Project Manager:	Vince Hogge Vince Hogge (Feb 26, 2026 08:28:00 MST)	Department Head/Director:	Brad Hickman Brad Hickman (Feb 26, 2026 08:39:44 MST)
City Manager:	Benjamin A. Reeves Benjamin A. Reeves (Feb 26, 2026 08:44:09 MST)	City Council:	

Rino Excavating, LLC

PO Box 887
Springville, UT 84663

Invoice

Date	Invoice #
12/31/2025	25-693-CO

Bill To

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain, UT 84005

P.O. No.	Project
	25-693 Pony Expres...

Description	Qty	Rate	Amount
Change Order #1		0.00	0.00
Increase Cost (Existing line going from 16" to 20")	1	49,565.00	49,565.00
Change Order #2			
16" Waterline Loop w/ Thrust Blocks	1	19,100.00	19,100.00
Change Order #3			
Additional fittings at north tie-in (16x20 Flg Reducer, 2-12" Flg 11.25 Bends, 12" Bolt Kits)	1	5,290.00	5,290.00
Add 12" Butterfly Valve w/ Concrete Collar per EMC Detail 24 (North Tie-In Near Well House, South Side of Cross)	1	5,815.00	5,815.00
24" SD Culvert Crossing Replacement Parts and Labor (STA. 43+00)	1	3,520.00	3,520.00
Corp Stop & Saddle tap to check line pressure - South Tie-Ins	1	2,180.00	2,180.00
16" Half Loop - Avoid unmarked gas crossing at Lone Tree Pkwy	1	5,935.00	5,935.00
12" South Tie-Ins Adjusted fittings and stick of 12" C900 DR14	1	6,170.00	6,170.00
16" 22.5 Deg Bends (2) - Avoid Power Conduit & Existing Watermain (Sta. 15+25)	1	4,020.00	4,020.00
Credit for 16" 45 Deg Bend	1	-770.00	-770.00
Change Order #4			
Sidewalk Remove & Replace (both sides of Lone Tree & in front of new church off Oquirrh Ranch Pkwy)	440	20.00	8,800.00
Hard Rock Excavation @ South Tie-Ins	1	3,000.00	3,000.00
Additional Hard Rock Ex - Sta 27+25 to 30+50 - 100% rock	1	32,750.00	32,750.00
Unknown or not as shown utility conflicts (see list below)	1	16,423.75	16,423.75

Total	$161,798.75
Payments/Credits	$0.00
Balance Due	$161,798.75

J & H LANDSCAPING

501 N Osier Ave
Lehi, UT 84043-5606 USA
hinckleyjackson@gmail.com

INVOICE

BILL TO
Cole Carter
Rino Excavation
2208 W 700 S
Springville, UT 84663

INVOICE	3071
DATE	12/28/2025
TERMS	Due on receipt
DUE DATE	12/28/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape Restoration	This is landscape restoration and all sprinkler repair as well as rock sod and topsoil for all lawn areas	49,057	6.35	311,511.95

SUBTOTAL	311,511.95
TAX	0.00
TOTAL	311,511.95
BALANCE DUE	**$311,511.95**

Pay invoice

EM City to only pay $106,715.85 of this invoice.

		Bid Qty	Cost		Invoice 1	Invoice 2	Invoice 3	Invoice 4	Invoice 5	Total Qty	Total Cost	Delta	Change Orders	
1	Mob	1	$ 42,750.00	$ 42,750.00	0.5	0.25			0.25	1	$ 42,750.00	$ -		
2	Traffic	1	$ 30,300.00	$ 30,300.00	0.5	0.25			0.25	1	$ 30,300.00	$ -		
3	Erosion	1	$ 2,600.00	$ 2,600.00	0.5	0.25		0.25		1	$ 2,600.00	$ -		
4	Construction Staking	1	$ 3,750.00	$ 3,750.00	0.5	0.25		0.25		1	$ 3,750.00	$ -		
5	Connect to 12"	1	$ 11,375.00	$ 11,375.00		1				1	$ 11,375.00	$ -		
6	Connect to 16"	1	$ 12,675.00	$ 12,675.00		1				1	$ 12,675.00	$ -	CO#1	$ 49,565.00
7	Reconnect 12"	1	$ 35,850.00	$ 35,850.00		1				1	$ 35,850.00	$ -		
8	C900	4800	$ 145.00	$ 696,000.00	2400	1300	600	500		4800	$ 696,000.00	$ -		
9	12" BFV	2	$ 5,815.00	$ 11,630.00		3				3	$ 17,445.00	$ 5,815.00		
10	16" BFV	11	$ 8,150.00	$ 89,650.00	2	3		1		6	$ 48,900.00	$ (40,750.00)		
11	Air Release	2	$ 9,250.00	$ 18,500.00				3		3	$ 27,750.00	$ 9,250.00		
12	Curb	190	$ 112.00	$ 21,280.00				400	107	507	$ 56,784.00	$ 35,504.00		
13	Landscape	7905	$ 7.05	$ 55,730.25		3500			4405	7905	$ 55,730.25	$ -	CO#5	$ 106,715.85
14	Median	252	$ 42.50	$ 10,710.00						0	$ -	$ (10,710.00)		
15	Trail	4875	$ 6.90	$ 33,637.50			9560		5250	14810	$ 102,189.00	$ 68,551.50		
16	Asphalt Road	2425	$ 11.30	$ 27,402.50			4539			4539	$ 51,290.70	$ 23,888.20		
17	Asphalt Overlay	4410	$ 5.30	$ 23,373.00					8000	8000	$ 42,400.00	$ 19,027.00		
18	ADA Ramp	4	$ 5,120.00	$ 20,480.00		2		2		4	$ 20,480.00	$ -		
													CO#2	$ 19,100.00
													CO#3	$ 32,160.00
													CO#4	$ 60,973.75
	Rock Trench Add	0	32	$ -	175					175	$ 5,600.00	$ 5,600.00		
												CO#6		
			Original Contract	$ 1,147,693.25			Contract with Final Quantities (includes CO#6)				$ 1,263,868.95	$ 116,175.70		$ 268,514.60

Final Contract with All Change Orders **$ 1,532,383.55**

Total Additional Cost of Project **$ 384,690.30**

EM Change Order Form 2-2026-RINO Exc

Final Audit Report 2026-02-26

Created:	2026-02-26
By:	Melissa Yates (myates@emcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUWlg6HVOYFnYd2g_olQ6M5Nw4ODDtMK3

"EM Change Order Form 2-2026-RINO Exc" History

Document created by Melissa Yates (myates@emcity.org)
2026-02-26 - 3:10:41 PM GMT

Document emailed to Chris Waldron (cwaldron@eaglemountain.gov) for signature
2026-02-26 - 3:15:21 PM GMT

Email viewed by Chris Waldron (cwaldron@eaglemountain.gov)
2026-02-26 - 3:21:35 PM GMT

Document e-signed by Chris Waldron (cwaldron@eaglemountain.gov)
Signature Date: 2026-02-26 - 3:24:54 PM GMT - Time Source: server

Document emailed to Vince Hogge (vhogge@eaglemountain.gov) for signature
2026-02-26 - 3:25:04 PM GMT

Email viewed by Vince Hogge (vhogge@eaglemountain.gov)
2026-02-26 - 3:27:47 PM GMT

Document e-signed by Vince Hogge (vhogge@eaglemountain.gov)
Signature Date: 2026-02-26 - 3:28:00 PM GMT - Time Source: server

Document emailed to bhickman@eaglemountain.gov for signature
2026-02-26 - 3:28:09 PM GMT

Email viewed by bhickman@eaglemountain.gov
2026-02-26 - 3:38:30 PM GMT

Signer bhickman@eaglemountain.gov entered name at signing as Brad Hickman
2026-02-26 - 3:39:42 PM GMT

Document e-signed by Brad Hickman (bhickman@eaglemountain.gov)
Signature Date: 2026-02-26 - 3:39:44 PM GMT - Time Source: server

Document emailed to breeves@eaglemountain.gov for signature

2026-02-26 - 3:39:53 PM GMT

Email viewed by breeves@eaglemountain.gov

2026-02-26 - 3:43:26 PM GMT

Signer breeves@eaglemountain.gov entered name at signing as Benjamin A. Reeves

2026-02-26 - 3:44:07 PM GMT

Document e-signed by Benjamin A. Reeves (breeves@eaglemountain.gov)

Signature Date: 2026-02-26 - 3:44:09 PM GMT - Time Source: server

Agreement completed.

2026-02-26 - 3:44:09 PM GMT

Adobe Acrobat Sign

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	CHANGE ORDER - Eagle Mountain Boulevard & Pony Express Parkway Intersection Updates, BHI - Change Orders #2 and #3
ITEM TYPE:	Change Order
FISCAL IMPACT:	$223,324.51
APPLICANT:	BHI

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

PUBLIC HEARING
No

PREPARED BY
David Salazar, Assistant City Engineer

PRESENTED BY
David Salazar

RECOMMENDATION:
Staff recommends that Change Order #2 and #3 of the Construction Services Agreement for the Traffic Signal at Pony Express Parkway and Eagle Mountain Blvd with BHI be approved.

BACKGROUND:
Change Order #2 and Change Order #3 address additional work identified during construction of the Eagle Mountain Boulevard and Pony Express Parkway traffic signal project.

Change Order #2 includes landscaping installation, additional base course to improve traffic control operations and eliminate the need for flaggers, storm drain modifications discovered during excavation, curb revisions not accurately shown on the plans, and utility elevation adjustments for water valves and manholes that were not properly reflected in the design documents.

Change Order #3 includes additional landscaping materials not shown on the approved plans, concrete improvements at traffic signal locations to enhance ADA access to pedestrian push buttons, pavement marking and striping revisions to match existing conditions, and installation of traffic signs and delineation not included in the original bid documents.

These items were identified during construction and were necessary to complete the project in accordance with City standards, operational needs, and field conditions.

ITEMS FOR CONSIDERATION:
Council previously approved Change Order #1 on June 3, 2025, and is provided as an Exhibit.

Staff believes BHI has performed well on this project and has worked collaboratively to address field conflicts and plan discrepancies identified during construction. Several of the items included in these change orders resulted from requested City modifications and plan inconsistencies discovered in the field.

Staff finds the requested compensation to be reasonable and consistent with the additional work required to complete the project improvements.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Change Order #1 - Previously Signed
2. Change Order #2 - Proposed
3. Change Order #3 - Proposed
4. Presentation

Eagle Mountain City

1650 E Stagecoach Run Eagle Mountain Utah 84005
801-789-6600

Change Order #
_____PCO1____

PROJECT CHANGE ORDER FORM

Date:	5/15/2025	**Change Order Amount:**	$84,500.00
GL #	47-81-44100-7014	**PO #**	
Project Manager:	David Salazar		
Project Title:	Traffic Signal: Pony Express & Eagle Mountain		**Project #**
Contractor:	BHI	**Contractor Contact:**	Cole Carter

The Contract Documents will be modified as follows upon execution of this Change Order:

Description: Addition of temporary traffic signals for traffic control instead of stop signs.

Attachments (List documents supporting this change order, attach to this form, upload to Springbrook):

1. BHI Change Order form
2.
3.
4.
5.

Contract Pricing:		**Contract Time:**	
Original Contract Amount:	$2,713,473.55	Original Completion Date:	NA
Previously Approved CO's:	$0.00	Previously approved days	NA
Present Contract Price:	$2,713,473.55	Increased by:	NA
Change Order Amount:	$84,500.00	Decreased by:	NA
New Contract Amount:	$2,797,973.55	New Completion Date:	NA

Signatures (approval):

Finance (Approved Budget) KRuesch — Kimberly Ruesch (Jun 3, 2025 12:41 MDT)

Department Head: Vince Hogge

City Manager: Benjamin Reeves — Benjamin Reeves (May 27, 2025 15:35 MDT)

Contractor / Vendor: Cole Carter

City Council:

(City council approval required if funds are not budgeted, & for purchases over $15,000.00 for auditing, attorneys, architectural

EAGLE MOUNTAIN 19 96 CORPORATE SEAL

ATTEST:

BY: Jennifer L. Olsen
CITY RECORDER

CHANGE ORDER REQUEST

DATE: 5/12/2025
PCO#: 1

Mortenson
35036-3500 - UT_Eagle Mountain City_2025 Traffic Signal Eagle Mountain Bl

To:	David Salazar Ealge Mountain City 1650 E. Stagecoach Run Eagle Mountain, UT 84005	**From:**	Cole Carter BHI 1175 200 S St, Naples, UT 84078
Phone:	801-789-6608	**Phone:**	435-789-5252
Fax:		**Fax:**	
Email:	dsalazar@eaglemountain.gov	**Email:**	ccarter@bhico.com

Below is the detail for our proposal to complete the following changes in contract work:

- Owner Requested: Add Temp Traffic Signals At 4-way Stop
  - Proposed Scope of Work:

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
6.01 : Furnish And Supply Temporary Traffic Signals At 4-Way Stop Labor - $9,248.83 Equipment - $3,583.13 Subcontracted - $59,486.20 Bond - $674.45 O/H & Profit - $11,507.39	New		65.000	DYS	1300.00000	84500.00

Total Amount: $84500.00

Submitted By:

5/12/2025

Cole Carter — Date

Approved By:

David Salazar
Ealge Mountain City — Date

CHANGE ORDER REQUEST

DATE: 5/12/2025
PCO#: 1

Mortenson
35036-3500 - UT_Eagle Mountain City_2025 Traffic Signal Eagle Mountain Bl

ACCEPTED – The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in otherwise stipulated.

Response to this change order must be received within ten (10) working days. If no response is received by BHI within this time, it will be construed that lack of response as agreement to this Change Order as described. If BHI is directed to proceed with the work described herein without a specific Change Order this document shall serve as the approval and official change Order regardless of execution by either party.

Submitted By:

5/12/2025

Cole Carter — Date

Approved By:

David Salazar — Date
Ealge Mountain City

Change Order #1 with Exhibit

Final Audit Report 2025-06-03

Created:	2025-05-27
By:	Lacie Messerly (lmesserly@eaglemountain.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjUR59JRuxFVGp_-nUWbsi0yo7ubkNkd5

"Change Order #1 with Exhibit" History

Document created by Lacie Messerly (lmesserly@eaglemountain.gov)
2025-05-27 - 9:30:55 PM GMT

Document emailed to Kimberly Ruesch (kruesch@eaglemountain.gov) for signature
2025-05-27 - 9:31:00 PM GMT

Document emailed to Vince Hogge (vhogge@eaglemountain.gov) for signature
2025-05-27 - 9:31:00 PM GMT

Document emailed to Cole Carter (ccarter@bhico.com) for signature
2025-05-27 - 9:31:00 PM GMT

Document emailed to Benjamin Reeves (breeves@eaglemountain.gov) for signature
2025-05-27 - 9:31:01 PM GMT

Email viewed by Benjamin Reeves (breeves@eaglemountain.gov)
2025-05-27 - 9:31:44 PM GMT

Email viewed by Cole Carter (ccarter@bhico.com)
2025-05-27 - 9:32:41 PM GMT

Document e-signed by Cole Carter (ccarter@bhico.com)
Signature Date: 2025-05-27 - 9:33:23 PM GMT - Time Source: server

Email viewed by Vince Hogge (vhogge@eaglemountain.gov)
2025-05-27 - 9:34:08 PM GMT

Document e-signed by Vince Hogge (vhogge@eaglemountain.gov)
Signature Date: 2025-05-27 - 9:34:29 PM GMT - Time Source: server

Document e-signed by Benjamin Reeves (breeves@eaglemountain.gov)
Signature Date: 2025-05-27 - 9:35:55 PM GMT - Time Source: server

Email viewed by Kimberly Ruesch (kruesch@eaglemountain.gov)
2025-06-03 - 6:40:32 PM GMT

Document e-signed by Kimberly Ruesch (kruesch@eaglemountain.gov)
Signature Date: 2025-06-03 - 6:41:31 PM GMT - Time Source: server

Agreement completed.
2025-06-03 - 6:41:31 PM GMT

Adobe Acrobat Sign

Eagle Mountain City

1650 E Stagecoach Run Eagle Mountain Utah 84005
801-789-6600

Change Order # _____2____

PROJECT CHANGE ORDER FORM

Date:	8/27/2025	**Change Order Amount:**	$211,985.35
GL #	47-81-44100-7014	**PO #**	
Project Manager:	David Salazar		
Project Title:	Traffic Signal: Pony Express & Eagle Mountain		**Project #**
Contractor:	BHI	**Contractor Contact:**	Colton Lundell

The Contract Documents will be modified as follows upon execution of this Change Order:

Description: Addition of landscaping work not included on plans. Addition of base course for improved traffic control on the south leg northbound to avoid the use of flaggers. Addition of curb not properly shown on plans. Addition of lowering/raising and collar water valve and manhole not properly shown on the plans. Addition of storm drain plugs and grouting for existing storm drain RCP found during excavation.

Attachments (List documents supporting this change order, attach to this form, upload to Springbrook):

1. BHI Change Order form
2.
3.
4.
5.

Contract Pricing:		**Contract Time:**	
Original Contract Amount:	$2,713,473.55	Original Completion Date:	NA
Previously Approved CO's:	$84,500.00	Previously approved days	NA
Present Contract Price:	$2,797,973.55	Increased by:	NA
Change Order Amount:	$211,985.35	Decreased by:	NA
New Contract Amount:	$3,009,958.90	New Completion Date:	NA

Signatures (approval):

Project Manager: Digitally signed by David Salazar
DN: C=US, E=dsalazar@emcity.org, CN=David Salazar
Date: 2025.08.27 17:23:48-06'00'

Finance (Approved Budget) Chris Waldron
Chris Waldron (Sep 24, 2025 08:05:35 MDT)

Department Head: 9/2/2025

City Manager: Benjamin A. Reeves
Benjamin A. Reeves (Sep 24, 2025 09:38:25 MDT)

Contractor / Vendor:

(City council approval required if funds are not budgeted, & for purchases over $15,000.00 for auditing, attorneys, architectural

BUILDING RELATIONSHIPS
ONE PROJECT AT A TIME

CONSTRUCTION MANAGEMENT > FACILITIES & PIPELINE > CIVIL & EXCAVATION > INSTRUMENTATION & ELECTRICAL > WIRELESS & COMMUNICATIONS

To:	Eagle Mountain City	**Contact:**	
Address:	Eagle Mountain, UT	**Phone:**	
		Fax:	
CO Name:	Add Sign And Pavement Marking	**CO ID:**	PCO-03 Added Items
Project Location:	Eagle Mountain And Pony Express, Eagle Mountain, UT	**CO Date:**	4/9/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	5.00	Base Course Average 4" Depth For Temp Roadway	250.00	TON	$25.00	$6,250.00
	5.01	M2 Curb Additional Cost (Total When Billed Will Be $34.5 (Median Price) + 6.75 (Additional Price) =41.25 PER LF	400.00	LF	$6.75	$2,700.00
	6.01	S1-1 W/W16-9P	1.00	EACH	$615.50	$615.50
	6.02	S1-1 W/W16-7P	4.00	EACH	$615.50	$2,462.00
	6.03	Crosswalk Blocks	145.00	EACH	$68.00	$9,860.00
	6.04	Landscape Mobilization	1.00	LS	$4,300.00	$4,300.00
	6.05	Install 2"-4" Rock Mulch W/ Weed Barrier (8" Depth)	5,049.00	SF	$6.15	$31,051.35
	6.06	Landscape Restoration (Sprinklers, Sod & 4" Topsoil OR 3" Depth Rock Mulch W/ Weed Barrier)	694.00	SF	$5.50	$3,817.00
	6.07	Install Sod W/ 4" Depth Topsoil	1,151.00	SF	$2.45	$2,819.95
	6.08	Install 2"-4" Rock W/ Weed Barrier (8" Depth)	4,370.00	SF	$6.15	$26,875.50
	6.09	Install 1 Gal Karl Foerster	42.00	EACH	$43.00	$1,806.00
	6.10	Install 5 Gal Blu Chip Juniper	33.00	EACH	$74.00	$2,442.00
	6.11	Install 1 Gal Russian Sage	33.00	EACH	$43.00	$1,419.00
	6.12	Install 5 Gal Gro Low Fragrant Sumac	40.00	EACH	$73.75	$2,950.00
	6.13	Install Drip & Spray Irrigation -(10,344 SF Drip Irrigation Per Irrigation Schedule On Plan Page LS301 + 1,151 SF Spray Irrigation For New Sod Area Per Reference Notes Schedule Qty On Plan Page LS101) -Includes Drip Irrigation For New Rock Planter Areas, Spray Irrigation For New Sod & 1 New Controller Per Irrigation Schedule. -***Does NOT Include New Backflow, Backflow Enclosure, Stop'n Waste, Irrigation Water Sources / Water Meters, Irrigation Power Sources / Power Meters, Boring, Hot Tap / Connection To Mainline Or Conduit*** -***Based On Connecting To Existing Irrigation Systems***	11,495.00	SF	$3.10	$35,634.50
	6.14	Irrigation Sleeves	92.00	LF	$24.65	$2,267.80

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	6.15	Excavation In Existing Sod Areas: Excavate To 8.5" Depth. Remove Soil From Site.	4,370.00	SF	$3.60	$15,732.00
	6.16	Metal Edging UNIT PRICE If Required	1.00	LF	$17.25	$17.25
	6.17	Additional Landscape Restoration (Sprinklers, Sod & 4" Topsoil OR 3" Depth Rock Mulch W/ Weed Barrier)	1.00	SF	$5.50	$5.50
	6.18	Traffic Control For Landscaping	22.00	DY	$1,400.00	$30,800.00
	6.19	Lower/Raise And Collar Water Valve	15.00	EACH	$1,250.00	$18,750.00
	6.20	Lower/Raise And Collar Manhole	5.00	EACH	$1,450.00	$7,250.00
	6.21	Plugs For Existing Storm Drain	3.00	EACH	$480.00	$1,440.00
	6.22	Flow Fill - 1.5 Under Curb And Gutter Under PI 1.5 Yards On East End Lower Pipe 6" To Miss 16" Waterline - Flow Filled Pipe For Backfill On Waterline	3.00	YARD	$240.00	$720.00

Total Bid Price: $211,985.35

Notes:

- David,
  Proposal is for the Additional Landscape, curb and gutter and added roadbase for the temp road. Give me a call if you have any quetions.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **BHI** **Authorized Signature:** _____ **Estimator:** Gregg Pond 435-360-5200 gpond@bhico.com

Change Order 2 Roundabout Traffic Signal-Partial Signatures (1)

Final Audit Report 2025-09-24

Created:	2025-09-23
By:	Melissa Yates (myates@emcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADzz_NPJDDsqqopsnEQ6DAUfM2lKo_0pp

"Change Order 2 Roundabout Traffic Signal-Partial Signatures (1)" History

Document created by Melissa Yates (myates@emcity.org)
2025-09-23 - 9:37:19 PM GMT

Document emailed to Chris Waldron (cwaldron@eaglemountain.gov) for signature
2025-09-23 - 9:37:23 PM GMT

Document emailed to Benjamin reeves (breeves@eaglemountain.gov) for signature
2025-09-23 - 9:37:23 PM GMT

Email viewed by Chris Waldron (cwaldron@eaglemountain.gov)
2025-09-24 - 1:57:58 PM GMT

Document e-signed by Chris Waldron (cwaldron@eaglemountain.gov)
Signature Date: 2025-09-24 - 2:05:35 PM GMT - Time Source: server

Email viewed by Benjamin reeves (breeves@eaglemountain.gov)
2025-09-24 - 3:37:35 PM GMT

Signer Benjamin reeves (breeves@eaglemountain.gov) entered name at signing as Benjamin A. Reeves
2025-09-24 - 3:38:23 PM GMT

Document e-signed by Benjamin A. Reeves (breeves@eaglemountain.gov)
Signature Date: 2025-09-24 - 3:38:25 PM GMT - Time Source: server

Agreement completed.
2025-09-24 - 3:38:25 PM GMT

Adobe Acrobat Sign

Eagle Mountain City

1650 E Stagecoach Run Eagle Mountain Utah 84005
801-789-6600

Change Order # _____3_____

Date:	2/17/2026	**Change Order Amount:**	$11,339.16
Project Title:	Traffic Signal: Pony Express & Eagl	**PO #**	**84546**
Project Manager:	David Salazar	**GL #**	47-81-44100-7069
Contractor:	BHI	**Task Code #**	20264401-roundrmv
Contr. Contact:	Colton Lundell		

The Contract Documents will be modified as follows upon execution of this Change Order:

Description: Addition of landscaping plant material not shown on the approved construction plans. Placement of additional concrete at traffic signal locations to improve pedestrian access and ADA reach to push buttons. Removal of existing pavement markings and installation of new striping to match the revised traffic control layout. Installation of traffic signs, delineators, and object markers not included in the original plans.

Attachments (List documents supporting this change order, attach to this form, upload to Springbrook):

1. BHI Change Order form
2.
3.
4.
5.

Contract Pricing:		**Contract Time:**	
Original Contract Amount:	$2,713,473.55	Original Completion Date:	NA
Previously Approved CO's:	$296,485.35	Previously approved days:	NA
Present Contract Price:	$3,009,958.90	Increased by:	NA
Change Order Amount:	$11,339.16	Decreased by:	NA
New Contract Amount:	$3,021,298.06	New Completion Date:	NA

City Council Budget Approval?	✔	YES		NO	Admin Assistant Reviewed?	✔	YES		NO

City Council approval required if funds are not budgeted and for change orders over $75,000.00 or 10% of cost; whichever is greater. Also, for purchases over 15,000.00 for auditing, attorneys, architectural services for city facilities, branding, government relations and consulting for master plans and general plans.

Signatures (approval):

Purchasing:	Melissa Gates	Project Accountant:	Chris Waldron Chris Waldron (Feb 24, 2026 14:14:33 MST)
Project Manager:	David Salazar David Salazar (Feb 24, 2026 14:39:20 MST)	Department Head/Director:	Brad Hickman Brad Hickman (Feb 24, 2026 14:41:36 MST)
City Manager:	Benjamin A. Reeves Benjamin A. Reeves (Feb 24, 2026 14:42:34 MST)	City Council:	

BUILDING RELATIONSHIPS
ONE PROJECT AT A TIME

CONSTRUCTION MANAGEMENT > FACILITIES & PIPELINE > CIVIL & EXCAVATION > INSTRUMENTATION & ELECTRICAL > WIRELESS & COMMUNICATIONS

To:	Eagle Mountain City	**Contact:**	
Address:	Eagle Mountain, UT	**Phone:**	
		Fax:	
CO Name:	Additional Landscaping		
Project Name:	35- UT- 250409- 2025 Traffic Signal Eagle Mountain BLVD- Pony Ex	**CO ID:**	PCO-04
Project Location:	Eagle Mountain And Pony Express, Eagle Mountain, UT	**CO Date:**	4/9/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	400	Install 1 Gal Stella De Oro Daylily	37.00	EACH	$42.68	$1,579.16
	401	Additional Concrete At The Traffic Signals	1.00	LS	$3,280.00	$3,280.00
	402	Water Blasting And Removal To Fix Existing Striping Layout	1.00	LS	$2,800.00	$2,800.00
	403	Road Skips	1.00	LS	$2,050.00	$2,050.00
	2.11	Install Additional Signs	4.00	EACH	$335.00	$1,340.00
	404	Install Delineators	4.00	EACH	$290.00	$1,160.00
	404	Install Object Markers	2.00	EACH	$235.00	$470.00

Total Bid Price: $ 11,339.16

Notes:

- David,
  Please see attached CO for the additional work out on the intersection. Give me a call if you have any questions.
  Thank you

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

BHI

Authorized Signature: Chris Waldron
Chris Waldron (Feb 24, 2026 14:14:33 MST)

Estimator: Gregg Pond
435-360-5200 gpond@bhico.com

BHI Change Order #3 Roundabout Traffic Signal UPDATED

Final Audit Report 2026-02-24

Created:	2026-02-24
By:	Melissa Yates (myates@emcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA90O4AbYR_0guiHOnej9oD-2c272Wo2Kk

"BHI Change Order #3 Roundabout Traffic Signal UPDATED" History

Document created by Melissa Yates (myates@emcity.org)
2026-02-24 - 8:14:59 PM GMT

Document emailed to Chris Waldron (cwaldron@eaglemountain.gov) for signature
2026-02-24 - 8:17:03 PM GMT

Email viewed by Chris Waldron (cwaldron@eaglemountain.gov)
2026-02-24 - 8:53:52 PM GMT

Document e-signed by Chris Waldron (cwaldron@eaglemountain.gov)
Signature Date: 2026-02-24 - 9:14:33 PM GMT - Time Source: server

Document emailed to David Salazar (dsalazar@eaglemountain.gov) for signature
2026-02-24 - 9:14:35 PM GMT

Email viewed by David Salazar (dsalazar@eaglemountain.gov)
2026-02-24 - 9:39:09 PM GMT

Document e-signed by David Salazar (dsalazar@eaglemountain.gov)
Signature Date: 2026-02-24 - 9:39:20 PM GMT - Time Source: server

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2026-02-24 - 9:39:27 PM GMT

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2026-02-24 - 9:40:17 PM GMT

Document e-signed by Brad Hickman (bhickman@eaglemountain.gov)
Signature Date: 2026-02-24 - 9:41:36 PM GMT - Time Source: server

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2026-02-24 - 9:41:38 PM GMT

Email viewed by Benjamin Reeves (breeves@eaglemountain.gov)

2026-02-24 - 9:42:09 PM GMT

Signer Benjamin Reeves (breeves@eaglemountain.gov) entered name at signing as Benjamin A. Reeves

2026-02-24 - 9:42:32 PM GMT

Document e-signed by Benjamin A. Reeves (breeves@eaglemountain.gov)

Signature Date: 2026-02-24 - 9:42:34 PM GMT - Time Source: server

Agreement completed.

2026-02-24 - 9:42:34 PM GMT

Adobe Acrobat Sign

Change Orders 2 & 3 for Traffic Signal at Eagle Mountain Blvd and Pony Express Pkwy

David Salazar, PE

Assistant City Engineer

Change Orders Summary

- Three construction change orders
- Total cumulative change orders remain within the approved project budget
- Per City Code, change orders exceeding the greater of 10% of the *contract price* or $75,000 require City Council approval

Total Budget:	$3,709,950.00	GL: 47-81-44100-7069
Design Total Spent:	$101,257.00	
Construction Budget:	**$3,608,693.00**	
BHI Contract Total:	$2,713,473.55	
CO1	$84,500.00	
CO2	$211,985.35	
CO3	$11,339.16	
New Contract Total:	**$3,021,298.06**	
Remaining Budget	**$587,394.94**	

Change Order 1 - $84,500 (already approved)

- Addition of temporary traffic signals at the intersection
- Requested by the City to maintain safe traffic operations during construction

Change Order 2 - $211,985.35

- Landscaping plans and associated installation requested by the City
- Additional base course to improve northbound traffic control and eliminate need for flaggers
- Storm drain plugs and flow fill for existing RCP discovered during excavation
- Curb elevations not accurately shown on plans
- Adjustments to water valve and manhole locations/elevations not properly reflected on plans

Change Order 3 - $11,339.16

- Landscaping plant material not shown on approved plans
- Additional concrete at signal poles to improve ADA access to push buttons
- Pavement marking and striping revisions to match existing conditions
- Additional traffic signs, delineators, and object markers not included in original plans

Change Orders Summary

- Several plan inconsistencies were identified by BHI and staff during construction and addressed through these change orders
- Even with these adjustments, the project remains under budget

Total Budget:	$3,709,950.00	GL: 47-81-44100-7069
Design Total Spent:	$101,257.00	
Construction Budget:	**$3,608,693.00**	
BHI Contract Total:	$2,713,473.55	
CO1	$84,500.00	
CO2	$211,985.35	
CO3	$11,339.16	
New Contract Total:	**$3,021,298.06**	
Remaining Budget	**$587,394.94**	

Questions?

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

FEBRUARY 17, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Jared R. Gray; Councilmembers Craig Whiting, Melissa Clark, Brett Wright and Zachory Huish.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Evan Berrett, Director of Legislative and Strategic Services; Marcus Draper, City Attorney; Lacie Messerly, City Recorder; Kimberly Ruesch, Director of Administrative Services; Angela Valenzuela, Human Resource Manager; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Planning Director; Steven Lehmitz, Planner; Stephanie Allred, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; Michele Graves, Library Director; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief and Melissa Yates, Purchasing Agent.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Gray called the meeting to order at 4:02 PM. He noted Councilmember Rich Wood and Communications Manager Kyle Ireland were excused from the meeting.

1. DISCUSSION AND INFORMATION ITEMS

1.A. INTRODUCTION – Communications Manager, Kyle Ireland

Communications Manager Kyle Ireland was unable to attend the meeting due to family emergency.

1.B. CONCEPT PLAN – Overland Village 2, Phase B – Senior Planner David Stroud

The recording of the discussion can be found online here at 00:00:15.

DRAFT

Senior Planner David Stroud Presented the Concept Plan for Overland Village 2, Phase B and responded to questions from City Council. The City Council provided guidance to proceed with the Concept Plan.

1.C. DISCUSSION – Drive Through Location and Aesthetic Requirements – Community Development Director Brandon Larsen

The recording of the discussion can be found online here at 00:12:17.

Community Development Director Brandon Larsen presented aesthetic requirements related to drive through locations in Eagle Mountain and requested direction from City Council. Managing Partner with Corner Partners, Bill Gaskill, provided additional clarification regarding drive through window placement and recommended updating City Code for further clarity. City Council responded to questions and provided direction to staff moving forward.

Mayor Gray requested that Item 13.A. be reviewed prior to discussion of Item 1.D.

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

The recording of the discussion can be found online here at 00:26:25.

Hemmco Consulting Representative Dan Hemmert introduced himself and outlined the firm's proposed lobbying services, including legislative advocacy and strategic coordination on key City initiatives.

Mr. Hemmert responded to questions from the City Council. The City Council provided direction on priority projects to pursue, with emphasis on advocating for funding and support for additional and expanded roadway infrastructure.

1.D. DISCUSSION – Community Development Block Grant (CDBG) – Affordable Housing Coordinator Kiara Polee

The recording of the discussion can be found online here at 00:48:13.

Affordable Housing Coordinator Kiara Polee and Mountainland Association of Governments (MAG) Representative Taylor Draney presented an overview of the Community Development Block Grant (CDBG) program. The presentation included eligibility requirements and potential uses of funds. Staff requested City Council direction on funding priorities to finalize the 2026 CDBG budget.

2. AGENDA REVIEW

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

The recording of the discussion can be found online here at 01:08:48.

Assistant City Engineer David Salazar provided clarification regarding extended hours for construction work.

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

The recording of the discussion can be found online here at 01:14:53.

Assistant to the City Manager Natalie Winterton responded to questions from City Council regarding the proposed ordinance to repeal Chapters 2.30, 2.40, 2.55, 2.60 and 2.70 and enacting Chapter 2.80 of the Eagle Mountain Municipal Code to establish a Community Service Board. City Council provided direction regarding recommended corrections prior to consideration of approval of the proposed ordinance.

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

The recording of the discussion can be found online here at 01:26:15.

Director of Administrative Services Kimberly Ruesch responded to questions from City Council regarding the proposed budget amendment.

3. CITY MANAGER INFORMATION ITEMS

No discussion occurred.

4. ADJOURN TO A CLOSED SESSION

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

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:34 PM.

The recording of the motion can be found online here at 01:32:30.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Gray called the meeting to order at 7:09 PM. He noted Councilmember Rich Wood was excused from the meeting.

The recording of the discussion can be found online here at 01:35:15.

6. PLEDGE OF ALLEGIANCE

A Unified Fire Authority Officer led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

City Manager Ben Reeves invited the community to attend a Neighborhood meeting.

8. INTRODUCTION/RECOGNITION

8.A. INTRODUCTION – Utah County Sheriff's Department

The recording of the discussion can be found online here at 01:36:48.

Eric Knutzen with the Utah County Sheriff's Department introduced Lieutenant Jeff Robinson, who recently joined the Eagle Mountain Division.

8.B. INTRODUCTION – Unified Fire Authority

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

Battalion Chief Embret Fossum with Unified Fire Authority introduced crew members from Station 253.

9. PUBLIC COMMENTS

Mayor Gray opened the public comment period at 7:17 PM.

The following individuals spoke during the Public Comment period:

- Joy Rasmussen (email read by City Recorder Lacie Messerly) expressed concerns regarding water and sewer bonds, potential rate increases, and requested that additional data centers not be approved.
- Tony Castillo distributed a document to the City Council on behalf of Overland Trails Phase 3 HOA members. Mr. Castillo expressed concern about a homeowners association maintaining city-owned property.

Mayor Gray closed the public comment period at 7:22 PM.

The recording of the discussion can be found online here at 01:42:27.

Battalion Chief Embert Fossum with Unified Fire Authority introduced additional crew members.

The recording of the discussion can be found online here at 01:48:55.

10. CITY COUNCIL/MAYOR ITEMS

The recording of the discussion can be found online here at 01:52:36.

The Mayor and Councilmembers offered comments to the public.

CONSENT AGENDA

11. BOND RELEASES

11.A. Harmony Phase A, Plat 16 – Into Warrant

11.B. Ranches Crossing – Into Warranty

12. MINUTES

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

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

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

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

13. RESOLUTIONS

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

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

MOTION: *Councilmember Wright moved to approve the Consent Agenda. Councilmember Huish seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:00:51.

SCHEDULED ITEMS

14. OVERLAND MASTER DEVELOPMENT AGREEMENT

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

The recording of the discussion can be found online here at 02:01:30.

City Attorney Marcus Draper presented the item, identified the location of property, and highlighted incentives for the project and agreement. Mr. Draper responded to questions from City Council.

Kyle Szanti with Smith's Food and Drug, and Jeff Randall with AWA Consulting also responded to questions from City Council regarding the development agreement. The City Council provided feedback and recommendations moving forward.

15. RESOLUTION/PUBLIC HEARING

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

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

Director of Administrative Services Kimberly Ruesh presented the Second Amendment to the Fiscal Year 2025-2026 Annual Budget. Ms. Ruesh provided an overview of the item and the general fund, highlighted additional expenditures, capital projects, and special revenue funds and responded to questions from City Council.

Mayor Gray opened the Public Hearing period at 8:31 PM.

The following individuals spoke during the public hearing period:

- Jessie Southworth spoke in opposition to funds being allocated for a digital sign.
- Charlotte Ducos requested utility sales funds be directed toward longstanding projects that would benefit the community.
- Jay Johnson spoke in favor of installing a digital sign.
- Jeff Ruth spoke in favor of a new digital sign.

Mayor Gray closed the Public Hearing at 8:39 PM.

MOTION: *Councilmember Wright moved to adopt a Resolution of Eagle Mountain City, Utah Approving the Second Amendment to the Fiscal Year 2025-2026 Annual Budget as presented. Councilmember Huish seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:18:37.

16. RESOLUTION

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

The recording of the discussion can be found online here at 03:19:52.

City Manager Ben Reeves provided an overview of the item, reviewed the bond process and parameters, and outlined the projects proposed to be funded.

GilmoreBell Representative Garrett Gross of stated that the amount had been revised to $230,000.00 to preserve flexibility and noted that two public notices have been prepared for posting.

GillmoreBell Representative Laura Lewis of addressed the call provisions and potential refunding of bonds.

Mr. Gross and Ms. Lewis responded to questions from City Council.

Councilmember Huish recused himself from any discussion due to work conflict.

MOTION: *Councilmember Whiting moved to adopt a Resolution of Eagle Mountain City, Utah, Authorizing the Issuance and Sale of Not More Than $230,000,000 Aggregate Principal Amount of Water and Sewer Revenue Bonds, Series 2026; as presented in the agenda. Councilmember Wright seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Abstain
Craig Whiting	Yes
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous 3:0 vote.

The recording of the motion can be found online here at 03:42:45.

17. ORDINANCE/PUBLIC HEARING

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

The recording of the discussion can be found online here at 03:51:55.

Community Development Director Brandon Larsen provided an overview of the Wildland Urban Interface (WUI) Code and presented a proposed amendment to adopt the Wildland Urban Interface Area Map. The proposed amendment would adopt the map identifying areas with very high and extreme wildfire exposure. Adoption of the map ensures compliance with House Bill 48. The proposed map identifies where the Utah Wildland Urban Interface Code would apply within Eagle Mountain City, pursuant to EMMC 15.95.

Unified Fire Authority Battalion Chief Embret Fossum provided clarification regarding the areas that could potentially be affected by the proposed Wildland Urban Interface Area Map.

Mr. Larsen and Battalion Chief Embret Fossum responded to questions from City Council.

Mayor Gray opened the Public Hearing period at 9:44 PM. Seeing no one wished to speak Mayor Gray closed the Public Hearing at 9:44 PM.

MOTION: *Councilmember Whiting moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.95 and*

Adopting the Eagle Mountain City Wildland Urban Interface Area Map. Councilmember Huish seconded the motion.

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:11:31.

18. ORDINANCE

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

The recording of the discussion can be found online here at 04:12:07.

Assistant to the City Manager Natalie Winterton presented the item The proposed ordinance establishes a Community Services Board to replace the existing Parks and Recreation Advisory Board, Recreation Sports Board, Cemetery Board, and Military and Veterans Advisory Board, consolidating their functions into a single advisory body. The new board would also serve as the City's RAP Tax Advisory Committee. In conjunction with this restructuring, the ordinance repeals Chapters 2.30, 2.40, 2.55, 2.60, and 2.70 of the Eagle Mountain Municipal Code, eliminating outdated advisory boards as part of the City's effort to realign its organizational structure with current operations and priorities and to update the Municipal Code to reflect current practice.

MOTION: *Councilmember Huish moved to adopt an Ordinance of Eagle Mountain City, Utah, Repealing Chapter 2.30 (Parks and Recreation Advisory Board), Chapter 2.40 (Recreation Sports Board), Chapter 2.55 (Cemetery Board), Chapter 2.60 (Military and Veterans Advisory Board), and Chapter 2.70 (Economic Development Board) and Enacting Chapter 2.80 of the Eagle Mountain Municipal Code to Establish a Community Services Board. Councilmember Wright seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes

Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:16:12.

19. LEGISLATIVE ITEMS

19.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 04:17:49.

Community Development Director Brandon Larsen provided a Strategic Plan Update.

Management and Policy Analyst John Magness provided an update on items from the legislative session.

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

The recording of the discussion can be found online here at 04:24:11.

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

21. COMMUNICATION ITEMS

The recording of the discussion can be found online here at 04:25:06.

Ben Reeves requested that the City Council provide their preferred dates for upcoming retreat.

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

The recording of the discussion can be found online here at 04:26:40.

Director of Administrative Services Kimberly Ruesh explained the purpose of the upcoming budget meetings and requested direction from City Council regarding setting dedicated meeting dates to review budget.

23. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 10:11 PM. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:37:05.

The meeting was adjourned at 10:11PM.

Approved by the City Council on March 3, 2026.

_____

Lacie A. Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	One Call Auto Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Mitchell Menlove

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Employment Center/Campus / RTI	0.95

PUBLIC HEARING
No

PREPARED BY
David Stroud, Senior Planner

PRESENTED BY
David Stroud

RECOMMENDATION:
Staff recommends the City Council approve the One Call Auto site plan.

BACKGROUND:
This request is to locate an auto repair business in the Rush Creek subdivision. A plat amendment was recently approved that divided two lots into four lots and one of these new lots is to be occupied by One Call Auto. OCA currently operates one location in Lehi, but the owner sees the need to expand into Eagle Mountain. The site plan contains one building of 4,432 square feet with six repair bays. The lot will also contain 8,757 square feet of landscaping.

ITEMS FOR CONSIDERATION:
The proposed site plan complies with all applicable standards in the site plan development (EMMC 17.100) and commercial design (EMMC 17.72) zoning standards.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends the City Council approve the proposed site plan.

ATTACHMENTS:
1. One Call Auto Civil
2. One Call Auto Elevations
3. One Call Auto Landscape
4. One Call Auto Lighting

RBallif 1/8/26 no comment

ABoydston 1/12/26 No Comment

M BAHR 1-9-26 NO COMMENT

DDeVoogd 1/8/26 - No comment

DPayne 1/9/2026- No comment

D Stroud 1.15.26 no comment

ONE CALL AUTO

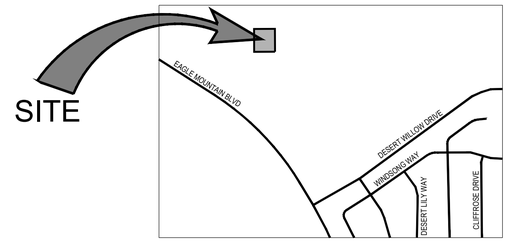
CONSTRUCTION PLANS

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH 84043

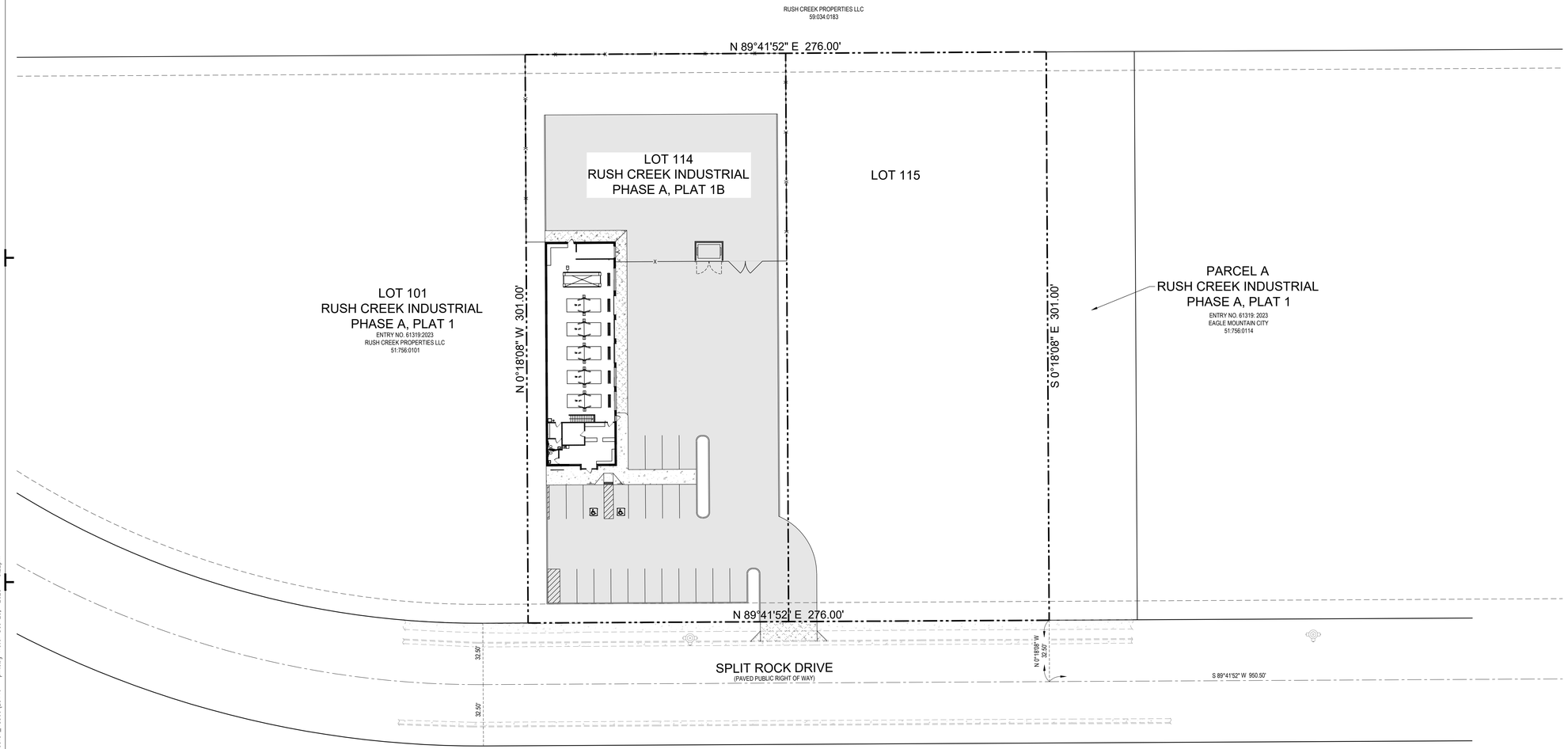
NORTH

SCALE: 1" = 30'

0 15' 30' 60' 90'



VICINITY MAP
SCALE: N.T.S.



DRAWING INDEX

SHEET	DESCRIPTION
C0.00	CIVIL COVER SHEET
C0.01	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C1.01	CIVIL SITE PLAN
C2.01	GRADING AND DRAINAGE PLAN
C2.10	EROSION CONTROL PLAN
C4.01	SITE UTILITY PLAN
C5.01	CIVIL DETAILS
C5.02	CIVIL DETAILS
C5.03	CIVIL DETAILS

ALL WORK AND MATERIALS FOR WATER MUST CONFORM TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER MUST CONFORM TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS MUST CONFORM TO APWA STANDARDS AND SPECIFICATIONS

DEVELOPER & OWNER CONTACT INFO

OWNER: ONE CALL AUTO
DEVELOPER: MENLOVE CONSTRUCTION
DEVELOPER CONTACT: KEN MENLOVE
4243 WEST NIKE DRIVE SUITE C
WEST JORDAN, UTAH
PHONE: 801-671-4697

McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

C:\Users\Trevor\AppData\Local\Temp\AcPublish_18560\25446 - plt.dwg Trevor Dec 29, 2025 - 3:22pm

GENERAL NOTES

1.1 COMPLIANCE

1. ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING: INTERNATIONAL BUILDING CODE (IBC), THE INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, ADA ACCESSIBILITY GUIDELINES.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

1.2 PERMITTING AND INSPECTIONS

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE, CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

1.3 COORDINATION & VERIFICATION

1. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
3. CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO: LANDSCAPE PLANS, SITE ELECTRICAL SITE LIGHTING PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S), MECHANICAL PLANS FOR LOCATION OF SERVICES TO THE BUILDING(S), INCLUDING FIRE PROTECTION, ARCHITECTURAL SITE PLAN FOR DIMENSIONS, ACCESSIBLE ROUTES, ETC., NOT SHOWN ON CIVIL PLANS.
4. CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

1.4 SAFETY AND PROTECTION

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
3. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OR WORKERS AND PUBLIC.
4. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
5. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
7. CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
8. CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
10. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
11. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
13. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
14. THE CONTRACTOR SHALL TAKE REASONABLE MEASURE TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

1.5 GRADING / SOILS

1. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
2. SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
3. ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

1.6 UTILITIES

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
3. CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWEST POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD, PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
5. CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
6. SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
7. STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
8. ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
9. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
10. NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
11. ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

1.8 SURVEY CONTROL

1. CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
3. CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

1.9 AMERICAN DISABILITIES ACT

1. PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
   *ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
   *ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
   *RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.
2. ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

EAGLE MOUNTAIN CITY GENERAL NOTES:

FOLLOWING APPROVAL OF THE CITY COUNCIL, FOUR COPIES OF THE CONSTRUCTION PLANS SHALL BE SUBMITTED WITH THREE COPIES TO BE RETAINED BY THE CITY ENGINEER OR HIS/HER DESIGNEE AND ONE COPY RETURNED TO THE SUBDIVIDER WITH THE APPROVAL MARK AND SIGNATURE OF THE CITY ENGINEER OR HIS/HER DESIGNEE. ONE APPROVED COPY SHALL BE KEPT AVAILABLE AT THE CONSTRUCTION SITE.

THESE PLANS AND DESIGNS SHALL MEET THE STANDARDS DEFINED IN THE SPECIFICATIONS AND DRAWINGS OF THE CITY DESCRIBED HEREIN. THE MINIMUM INFORMATION REQUIRED ON DRAWINGS FOR IMPROVEMENTS ARE AS FOLLOWS:

ALL DRAWINGS AND/OR PRINTS SHALL BE CLEAR AND LEGIBLE AND CONFORM TO GOOD ENGINEERING AND DRAFTING ROOM PRACTICE. SIZE OF DRAWINGS SHALL BE 24-INCH BY 36-INCH (TRIM LINE) WITH MINIMUM BORDERS OF ONE-HALF INCH ON TOP, BOTTOM AND RIGHT SIDES, LEFT SIDE ONE AND ONE-HALF INCH.

A. INCLUDE THE FOLLOWING WITH THE CONSTRUCTION DRAWINGS:

1. A COPY OF THE PROPOSED FINAL PLAT.
2. A PLAN VIEW OF THE ENTIRE PROJECT.
3. PLAN AND PROFILES OF ALL CURBS, GUTTERS, STORM DRAINS, WATER, PRESSURIZED IRRIGATION AND SEWER SYSTEMS.
4. DETAIL DRAWINGS ONLY FOR ITEMS NOT FOUND IN THE APWA MANUAL. DETAIL DRAWINGS SHALL BE TO SCALE AND COMPLETELY DIMENSIONED AND DESCRIBED. ALL STRUCTURES SHALL BE DESIGNED IN ACCORDANCE WITH MINIMUM REQUIREMENTS ESTABLISHED BY THIS TITLE OR THE APWA MANUAL.
5. COMPLETE PLANS FOR ALL OFF-SITE WORK TO BE DONE IN CONJUNCTION WITH THE PROJECT.
6. A SWPPP PAGE WITH MAPS SHOWING:
   A. STORM DRAIN SYSTEM.
   B. TOPOGRAPHICAL LINES AND FLOW ARROWS.
   C. UPDES PERMIT NUMBER WITH CONTACT INFORMATION.
   D. LOCATIONS OF BMP'S AND GOOD HOUSEKEEPING MEASURES.
   E. PERMANENT BMPS AND HIGH PRIORITY SITES

B. INCLUDE THE FOLLOWING ON EACH DRAWING SHEET:

1. NORTH ARROW
2. SCALE. USE A STANDARD ENGINEERING SCALE BETWEEN ONE INCH EQUALS 10 FEET AND 60 FEET. USE A SCALE OF ONE INCH EQUALS 100 FEET ON THE PLAN VIEW OF THE ENTIRE PROJECT IF NECESSARY TO FIT THE PROJECT ON ONE SHEET.
3. TITLE BLOCK ALONG RIGHT SIDE OF SHEET WITH TITLE OF DRAWING IN LOWER RIGHT CORNER. INCLUDE IN TITLE BLOCK:
   A. NAME OF SUBDIVISION AND PLAT AND LOT NUMBER.
   B. NAME OF CITY.
   C. SPECIFIC TYPE OF DRAWING (CONSTRUCTION DRAWINGS, PLAN VIEW, PLAN AND PROFILES,OFF-SITE CONSTRUCTION, DETAIL DRAWINGS).
   D. SPACE PROVIDED FOR APPROVAL SIGNATURE OF CITY ENGINEER OR HIS/HER DESIGNEE AND DATE.
   E. NAME OF ENGINEER, SURVEYOR OR FIRM PREPARING DRAWINGS.
   F. DRAWING NUMBER OF TOTAL NUMBER OF DRAWINGS.
4. ALSO INCLUDE THE FOLLOWING WITH PROFILE DRAWINGS:
   A. VERTICAL SCALE OF ONE INCH EQUALS ONE, TWO, THREE OR FOUR FEET.

B. REFERENCE TO THE VERTICAL DATUM. THE 1929 NORTH AMERICAN VERTICAL DATUM (NAVD29) SHALL BE USED FOR ALL ELEVATION DATA.

C. BENCHMARK LOCATION AND ELEVATION FOR CHECKING CONSTRUCTION.

D. STATIONING ALIGNED FROM PLAN VIEW WITH THE PROFILE VIEW.

E. EXISTING GROUND, DITCH AND UTILITY LINES.

C. INCLUDE THE FOLLOWING FOR CURBS, GUTTERS, STORM DRAINS, DRAINAGE STRUCTURES, SIDEWALKS AND STREET SURFACING PLANS:

1. PLAN AND PROFILE FOR TOP BACK OF CURB FOR EACH SIDE OF THE STREET. LABEL PROFILE LINE AS TOP BACK OF CURB FOR BOTH SIDES OF STREET IF IT IS THE SAME.
2. STATIONING AND TOP BACK OF CURB ELEVATIONS WITH CURVE DATA FOR CURB RETURNS
3. FLOW DIRECTION AND TYPE OF CROSS DRAINAGE STRUCTURES AT INTERSECTIONS WITH ADEQUATE FLOW LINE ELEVATIONS.
4. TYPE OF CURB AND GUTTER IF OTHER THAN THE STANDARD 30-INCH MODIFIED CURB AND GUTTER IN THE STANDARD DRAWINGS.
5. PLAN AND PROFILE OF ALL NEW AND EXISTING STORM DRAINS AND STORM MANHOLES AND BOXES.
6. STORM BOX AND MANHOLE SIZE, LOCATION, AND ELEVATIONS OF FLOW LINES AND RIM.
7. LOCATION, SIZE, GRADE AND TYPE OF PIPE OF NEW AND EXISTING STORM DRAINS.
8. STORM WATER CALCULATIONS FOR A 25-YEAR AND 100-YEAR STORM.
9. DETAIL OF ADA RAMPS WITH DETECTABLE WARNING PADS.

D. INCLUDE THE FOLLOWING FOR SEWER PLANS:

1. PLAN AND PROFILE OF ALL NEW AND EXISTING SEWER MAINS AND MANHOLES.
2. MANHOLE SIZE, LOCATION, AND ELEVATIONS OF FLOW LINES AND RIM.
3. LOCATION, SIZE, GRADE AND TYPE OF PIPE OF NEW AND EXISTING SEWER MAINS.
4. LOCATION OF EACH LATERAL WITH DISTANCE STUBBED BACK INTO PROPERTY CLEARLY DRAWN AND DIMENSIONED.

DI. INCLUDE THE FOLLOWING FOR CULINARY WATER PLANS:

1. LOCATION, SIZE AND TYPE OF PIPE OF NEW AND EXISTING WATER MAINS.
2. PROFILE OR DETAIL SHOWING SEPARATION AT EACH CONFLICTING UTILITY CROSSING.
3. LOCATION OF VALVES, FITTINGS, HYDRANTS, BOXES, METERS AND APPURTENANCES.
4. MINIMUM COVER.
5. LOCATION OF EACH LATERAL WITH DISTANCE STUBBED BACK INTO PROPERTY CLEARLY DRAWN AND DIMENSIONED.

DII. INCLUDE THE FOLLOWING FOR THE PRESSURIZED IRRIGATION PLANS:

1. LOCATION, SIZE AND TYPE OF PIPE OF NEW AND EXISTING IRRIGATION MAINS.
2. PROFILE OR DETAIL SHOWING SEPARATION AT EACH CONFLICTING UTILITY CROSSING.
3. LOCATION OF VALVES, FITTINGS, BOXES, METERS AND APPURTENANCES.
4. MINIMUM COVER.
5. LOCATION OF EACH LATERAL WITH DISTANCE STUBBED BACK INTO PROPERTY CLEARLY DRAWN AND DIMENSIONED.

LEGEND

NEW	EXISTING		NEW	EXISTING	
		MONUMENT LINE			SECTION CORNER (FOUND)
		CENTER LINE			
		SUBJECT PROPERTY LINE			SECTION CORNER (NOT FOUND)
		ADJACENT PROPERTY LINE			
		EASEMENT LINE			STREET MONUMENT
		DITCH FLOWLINE			BRASS CAP MONUMENT
X	X	FENCE LINE			POWER POLE
ATMS	atms	ATMS CABLE			UTILITY POLE
TV	tv	CABLE TV LINE	GUY	GUY	GUY ANCHOR
C	c	COMMUNICATIONS LINE	TRANS	TRANS	POWER TRANSFORMER
FO	fo	FIBER-OPTIC CABLE			TRAFFIC SIGNAL CABINET
F	f	FIRE LINE			LIGHT POLE
IRR	irr	IRRIGATION LINE	TR	TR	TELEPHONE RISER
G	g	NATURAL GAS LINE	T	T	TELEPHONE MANHOLE
OHC	ohc	OVERHEAD COMMUNICATIONS			TRAFFIC SIGNAL BOX
OHP	ohp	OVERHEAD POWER LINE	W	W	WATER MANHOLE
OHT	oht	OVERHEAD TELEPHONE LINE			WATER VALVE
OHTV	ohtv	OVERHEAD TELEVISION LINE	WM	WM	WATER METER
P	p	POWER LINE			FIRE HYDRANT
P/C	p/c	POWER/COMMUNICATIONS LINE	S	S	SANITARY SEWER MANHOLE
P/T	p/t	POWER/TELEPHONE LINE	SSCO	SSCO	SANITARY SEWER CLEANOUT
P/T/C	p/t/c	POWER/TELE/COMM LINE	SD	SD	STORM DRAIN MANHOLE
RD	rd	ROOF DRAIN LINE			STORM DRAIN CURB INLET
SW	sw	SECONDARY WATER LINE			STORM DRAIN CATCH BASIN
S	s	SANITARY SEWER LINE	SD	SD	STORM DRAIN CLEANOUT
ST	st	STEAM LINE			STORM DRAIN COMBO BOX
SD	sd	STORM DRAIN LINE	MB	MB	MAILBOX
T	t	TELEPHONE LINE			SIGN
T/C	t/c	TELEPHONE/COMM LINE			FLOW DIRECTION
UD	ud	UNDERDRAIN	44.00 TOC	44.00 EX TOC	SPOT ELEVATION
UGC	ugc	UNDERGROUND COMMUNICATIONS			CONIFEROUS TREE
UGP	ugp	UNDERGROUND POWER LINE			DECIDUOUS TREE
UGT	ugt	UNDERGROUND TELEPHONE LINE			
UGTV	ugtv	UNDERGROUND TELEVISION			
W	w	WATER LINE			
72	4572	CONTOUR LINE			
		CURB & GUTTER (STD)			
		CURB & GUTTER (OUTFALL)			

ABBREVIATIONS

AC	ACRE	DIP	DUCTILE IRON PIPE	GM	GAS METER	PCC	POINT OF COMPOUND CURVE	T	TOWNSHIP
ADA	AMERICANS WITH DISABILITIES ACT	DTREE	DECIDUOUS TREE	GMH	GAS MANHOLE	PI	POINT OF INTERSECTION	TBC	TOP BACK OF CURB
ATMS	ADVANCED TRAFFIC MGMT. SYSTEM	DYL	DOUBLE YELLOW LINE	GUY	GUY WIRE	PM	PARKING METER	TELE	TELEPHONE
B&C	BAR & CAP	E	EAST	GV	GAS VALVE	PP	POWER POLE	TFC	TOP FACE OF CURB
BC	BUILDING CORNER	EB	ELECTRIC BOX	HDPE	HIGH DENSITY POLYETHYLENE	PRC	POINT OF REVERSE CURVE	TFG	TOP FINISH GRADE
BFG	BOTTOM FINISH GRADE	EGL	ENERGY GRADE LINE	HG	HEADGATE	PRK	PARKING STRIPE	TL	TREE LINE
BLUE	BLUE STAKED ELECTRIC	ELEV	ELEVATION	HGL	HYDRAULIC GRADE LINE	POC	POINT OF CONNECTION	TMH	TELEPHONE MANHOLE
BLUFO	BLUE STAKED FIBER OPTIC	EM	ELECTRIC METER	HP	HIGH POINT	PT	POINT OF TANGENCY	TOA	TOP OF ASPHALT
BLUG	BLUE STAKED NATURAL GAS	EMH	ELECTRIC MANHOLE	HW	HEADWALL or HIGH WATER	PWR	POWER	TOC	TOP OF CONCRETE
BLUIRR	BLUE STAKED IRRIGATION	EOA	EDGE OF ASPHALT	HWY	HIGHWAY	PVC	POLYVINYL CHLORIDE PIPE	TOF	TOP OF FOOTING
BLUSD	BLUE STAKED STORM DRAIN	EOC	EDGE OF CONCRETE	ICO	IRRIGATION CLEANOUT	R	RANGE	TOG	TOP OF GRATE
BLUSS	BLUE STAKED SANITARY SEWER	EOG	EDGE OF GRAVEL	ICV	IRRIGATION CONTROL VALVE	RCP	REINFORCED CONCRETE PIPE	TOE	TOE OF SLOPE
BLUT	BLUE STAKED TELEPHONE	EOL	EDGE OF LAWN	IE	INVERT ELEVATION	RD	ROOF DRAIN	TOP	TOP OF SLOPE or TOP OF PIPE
BLUW	BLUE STAKED WATER	EX or EXIST	EXISTING	IRR	IRRIGATION	REV	REVISION	TOW	TOP OF WALL
BM	BENCHMARK	F	FIRE	LF	LINEAR FEET	ROW	RIGHT-OF-WAY	TR	TELEPHONE RISER
BOF	BOTTOM OF FOOTING	FC	FOUNDATION CORNER	LIP	LIP OF GUTTER	RR	RAILROAD	TV	TELEVISION
BOB	BOTTOM OF BOX	FD	FOUND or FOUNDATION DRAIN	LP	LOW POINT or LIGHT POLE	S	SOUTH	TW	FINISH GRADE AT TOP OF WALL
BOL	BOLLARD	FDC	FIRE DEPT. CONNECTION	MAX	MAXIMUM	SAD	SEE ARCHITECTURAL DRAWINGS	TRANS	TRANSFORMER
BOT	BOTTOM	FDMN	FOUND MONUMENT	MIN	MINIMUM	SD	STORM DRAIN	TSP	TRAFFIC SIGNAL POLE
BOV	BLOW-OFF VALVE	FDSC	FOUND SECTION CORNER	MON	MONUMENT	SDCB	STORM DRAIN CATCH BASIN	TSB	TRAFFIC SIGNAL BOX
BOW	BACK OF WALK	FFE	FINISHED FLOOR ELEVATION	MP	METAL PIPE	SDCO	STORM DRAIN CLEOUNOUT BOX	UD	UNDERDRAIN
BW	FINISH GRADE AT BOTTOM OF WALL	FG	FINISHED GRADE	MW	MONITORING WELL	SDMH	STORM DRAIN MANHOLE	UGC	UNDERGROUND COMMUNICATIONS
℄	CENTERLINE	FH	FIRE HYDRANT	N	NORTH	SEC	SECTION	UGP	UNDERGROUND POWER
CATV	CABLE TELEVISION	FL	FLOW LINE	NG	NATURAL GROUND	SPECS	SPECIFICATIONS	UGT	UNDERGROUND TELEPHONE
CBR	CONCRETE BARRIER	FNC	FENCE	NGRET	NG AT RETAINING WALL	SLB&M	SALT LAKE BASE & MERIDIAN	UGTV	UNDERGROUND TELEVISION
CC	CURB CUT	FNCCL	CHAIN LINK FENCE	NR	NAIL & RIBBON	SQ	SQUARE	U.N.O.	UNLESS NOTED OTHERWISE
COL	COLUMN	FNCIRN	IRON FENCE	NW	NAIL & WASHER	SQFT	SQUARE FEET	UP	UTILITY POLE
COMM	COMMUNICATIONS	FNCVYL	VINYL FENCE	NTS	NOT TO SCALE	SQYD	SQUARE YARD	VCP	VITRIFIED CLAY PIPE
CONC	CONCRETE	FNCWD	WOOD FENCE	OG	ORIGINAL GROUND	SS	SANITARY SEWER	VP	VERTICAL PIPE
CONST	CONSTRUCTION	FNCWR	WIRE FENCE	OH	OVERHANG	SSCO	SANITARY SEWER CLEANOUT	W	WEST or WATER
CMP	CORRUGATED METAL PIPE	FO	FIBER OPTIC	OHC	OVERHEAD COMMUNICATIONS	SSMH	SANITARY SEWER MANHOLE	WM	WATER METER
CP	CONTROL POINT	FOW	FRONT OF WALK	OHP	OVERHEAD POWER	ST	STEAM	WMH	WATER MANHOLE
CTREE	CONIFEROUS TREE	FT	FEET	OHT	OVERHEAD TELEPHONE	STA	STATION	WS	WATER SURFACE
CUFT	CUBIC FOOT	G	NATURAL GAS	OHTV	OVERHEAD TELEVISION	STD	STANDARD	WTR	WATER
CUYD	CUBIC YARD	GAR	GARAGE	℄	PROPERTY LINE	STM	STORM	WV	WATER VALVE
DEL	DELINEATOR	GB	GRADE BREAK	PB	POWER BOX	SYL	SOLID YELLOW LINE	WW	WATERWAY
DIA or Ø	DIAMETER	GL	GROUND LIGHT	PC	POINT OF CURVATURE	SWL	SOLID WHITE LINE		

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PROFESSIONAL ENGINEER
12-29-25
No. 14088925-2202
DANIEL J. CANNING
STATE OF UTAH

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN UTAH 84043

REVISIONS	DATE	DESCRIPTION
REV		

PROJECT NO:	25446
DRAWN BY:	TJO
CHECKED BY:	DJC
DATE:	12/29/25

GENERAL NOTES, LEGEND AND ABBREVIATIONS

C0.01

C:\Users\Trevor\AppData\Local\Temp\AcPublish_18560\25446 - plot.dwg Trevor Dec 29, 2025 - 3:22pm

RUSH CREEK PROPERTIES LLC
59:034:0183

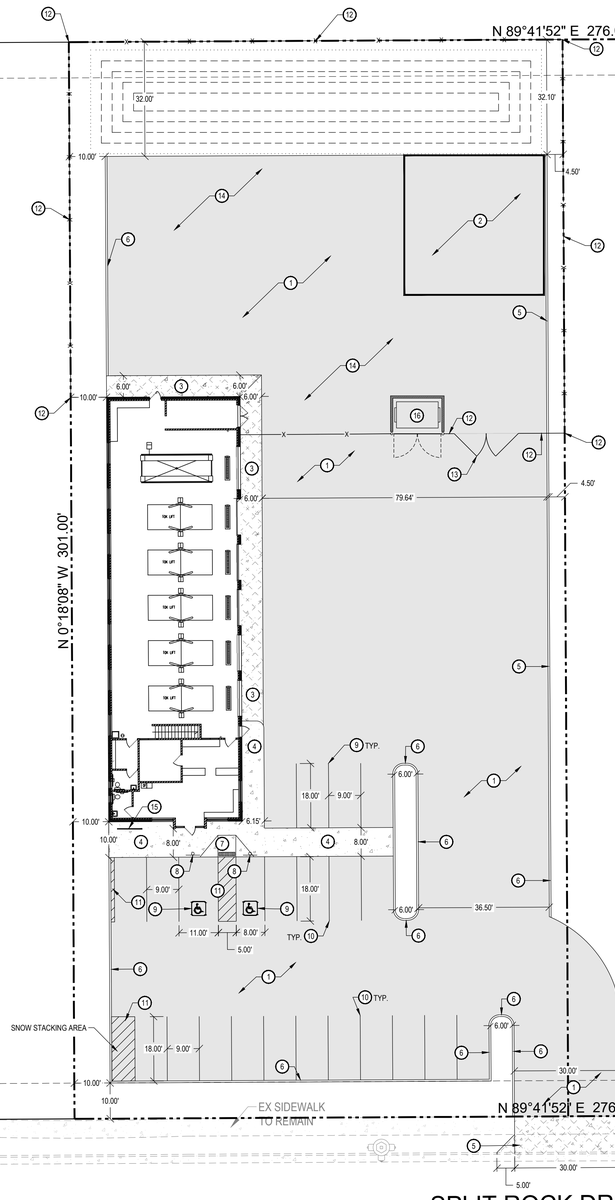
N 89°41'52" E 276.00'

LOT 101
RUSH CREEK INDUSTRIAL
PHASE A, PLAT 1
ENTRY NO. 61319:2023
RUSH CREEK PROPERTIES LLC
51:756:0101

PARCEL A
RUSH CREEK INDUSTRIAL
PHASE A, PLAT 1
ENTRY NO. 61319: 2023
EAGLE MOUNTAIN CITY
51:756:0114

N 0°18'08" W 301.00'

S 0°18'08" E 301.00'



EX SIDEWALK TO REMAIN

N 89°41'52" E 276.00'

EX CURB & GUTTER TO REMAIN

SPLIT ROCK DRIVE
(PAVED PUBLIC RIGHT OF WAY)

S 89°41'52" W 950.50'

EX CURB & GUTTER TO REMAIN

32.50'

32.50'

N 0°18'08" W 32.50'

ICV
ICV
CB

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

DESCRIPTION	AREA	%
HARDSCAPE	28,349 SQFT	68%
LANDSCAPE	8,757 SQFT	21%
BUILDINGS	4,432 SQFT	11%
TOTAL	41,538 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
2. 39' X 39' SQUARE SNOW STORAGE AREA. SNOW STACK NO HIGHER THAN 6'.
3. CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C4', SHEET C5.01. TO BE USED ON CONCRETE APRONS AND DUMPSTER ENCLOSURE.
4. CONCRETE INTEGRAL STYLE SIDEWALK, SEE DETAIL 'C3', SHEET C5.01.
5. CONCRETE FLARE DRIVE APPROACH, PER APWA PLAN NO. 221.1
6. CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
7. ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE DETAIL 'C1', SHEET C5.01 FOR RAMP DETAIL AND APWA PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
8. VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D4', SHEET C5.01.
9. PAINTED ADA SYMBOL. SEE DETAIL 'D3', SHEET C5.01.
10. 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
11. 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
12. 8' TALL VINYL PRIVACY FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
13. GATE IN FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
14. STORAGE YARD AREA.
15. BICYCLE RACK.
16. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.

PARKING CALCULATIONS PER EAGLE MOUNTAIN TABLE 17.55.120(c) REQUIRED PARKING BY LAND USE. AUTOMOTIVE SERVICE STATIONS: 1 STALL PER 500 S.Q. F.T. OF GROSS FINISHED FLOOR AREA PLUS 2 STALLS PER SERVICE BAY.

4,432 / 500 = 8.864
6 BAYS X 2 = 12
TOTAL REQUIRED = 21
TOTAL PROVIDED = 24 (2 ADA STALL)

SNOW STORAGE AREA: 4" X 26,228 SQFT = 8,742 CUBIC FEET

Blue Stakes of UTAH 811 Bluestakes.org

NOTICE!

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PROFESSIONAL ENGINEER
12-29-25
No. 14088925-2202
DANIEL J. CANNING
STATE OF UTAH

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN UTAH 84043

REVISIONS

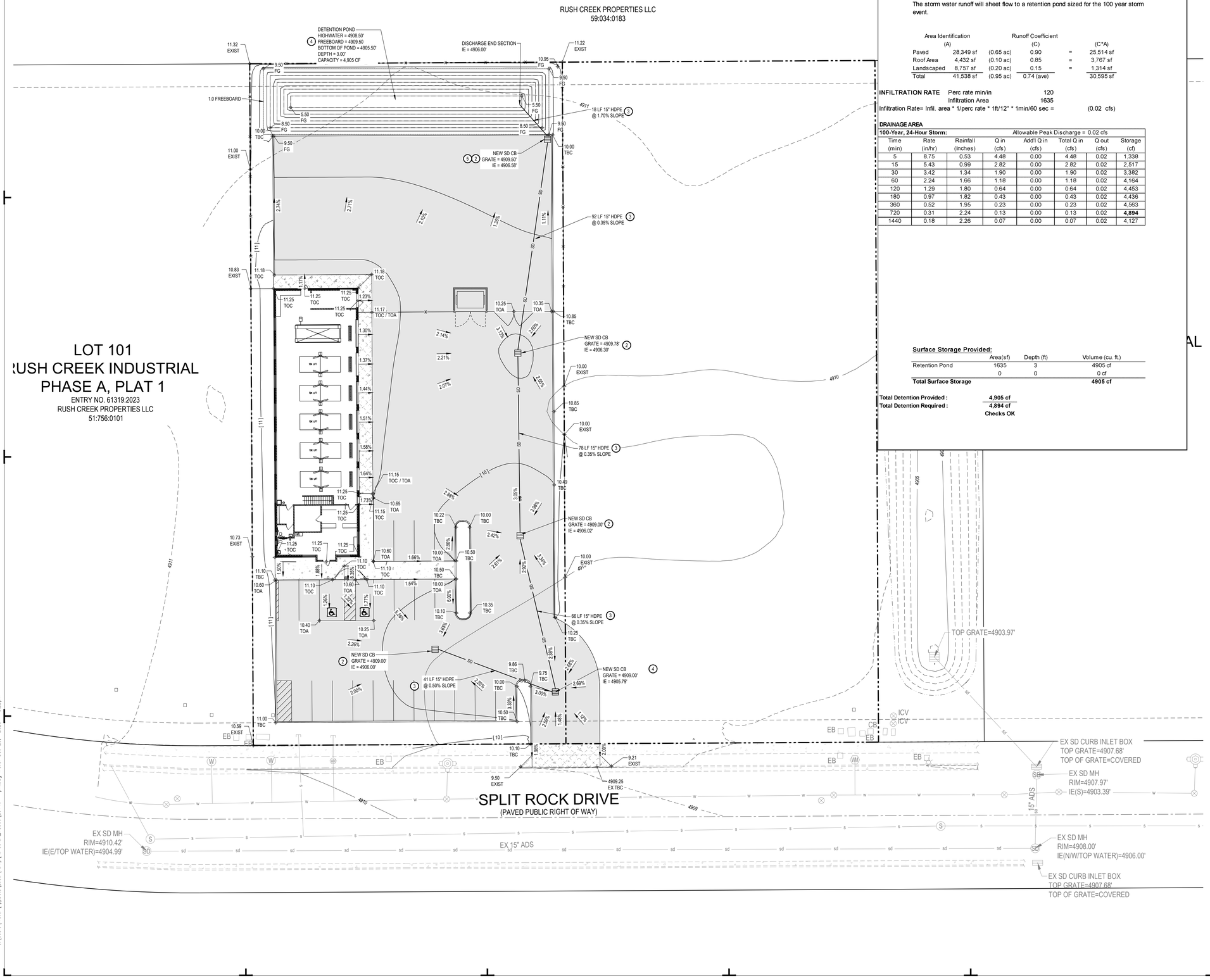
REV	DATE	DESCRIPTION

PROJECT NO:	25446
DRAWN BY:	TJO
CHECKED BY:	DJC
DATE:	12/29/25

CIVIL
SITE PLAN

C1.01

C:\Users\Trevor\AppData\Local\Temp\AcPublish_18560\25446 - ph.dwg Trevor Dec 29, 2025 - 3:22pm



Mcneil Engineering 8610 S. Sandy Pkwy, Sandy, UT	STORM RUNOFF **CALCULATION SHEET** Project No. 25446	Title : One Call Auto Scope : Site Drainage Design **Retention Facility** Engineer : DJC Check: XXX Authority : Rev. No.: 1

Design Philosophy:
The storm water runoff will sheet flow to a retention pond sized for the 100 year storm event.

Area Identification	(A)		Runoff Coefficient (C)		(C*A)
Paved	28,349 sf	(0.65 ac)	0.90	=	25,514 sf
Roof Area	4,432 sf	(0.10 ac)	0.85	=	3,767 sf
Landscaped	8,757 sf	(0.20 ac)	0.15	=	1,314 sf
Total	41,538 sf	(0.95 ac)	0.74 (ave)		30,595 sf

INFILTRATION RATE Perc rate min/in 120
Infiltration Area 1635
Infiltration Rate= Infil. area * 1/perc rate * 1ft/12" * 1min/60 sec = (0.02 cfs)

DRAINAGE AREA

100-Year, 24-Hour Storm: Allowable Peak Discharge = 0.02 cfs

Time (min)	Rate (in/hr)	Rainfall (Inches)	Q in (cfs)	Add'l Q in (cfs)	Total Q in (cfs)	Q out (cfs)	Storage (cf)
5	8.75	0.53	4.48	0.00	4.48	0.02	1,338
15	5.43	0.99	2.82	0.00	2.82	0.02	2,517
30	3.42	1.34	1.90	0.00	1.90	0.02	3,382
60	2.24	1.66	1.18	0.00	1.18	0.02	4,164
120	1.29	1.80	0.64	0.00	0.64	0.02	4,453
180	0.97	1.82	0.43	0.00	0.43	0.02	4,436
360	0.52	1.95	0.23	0.00	0.23	0.02	4,563
720	0.31	2.24	0.13	0.00	0.13	0.02	**4,894**
1440	0.18	2.26	0.07	0.00	0.07	0.02	4,127

Surface Storage Provided:

	Area(sf)	Depth (ft)	Volume (cu. ft.)
Retention Pond	1635	3	4905 cf
	0	0	0 cf
Total Surface Storage			**4905 cf**

Total Detention Provided : **4,905 cf**
Total Detention Required : **4,894 cf**
Checks OK

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS & SPECS.

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS SHOWN ON SHEET C171 SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. GRADE SITE TO ELEVATIONS AND CONTOURS SHOWN ON PLAN.
2. STORM DRAIN CATCH BASIN WITH HEAVY DUTY BICYCLE SAFE GRATE.
3. STORM DRAIN PIPE PER EAGLE MOUNTAIN CITY STANDARDS. SEE PLAN FOR LENGTH, SIZE, TYPE AND SLOPE.
4. DETENTION POND AREA.
5. OIL/WATER SEPARATOR SNOUT. MUST BE MAINTAINED BY OWNER. PER EAGLE MOUNTAIN DETAIL '19', SEE SHEET C5.01.

STORM DRAIN NOTES:

ALL STORM DRAIN UPSTREAM OF AND INCLUDING THE ISO BOX WILL BE CONSIDERED PRIVATE AND WILL NOT BE MAINTAINED BY EAGLE MOUNTAIN CITY, ALL PRIVATE STORM DRAIN WILL BE MAINTAINED BY THE PROPERTY OWNER.

COMMON GRADING ABBREVIATIONS:

SEE SHEET C0.01 FOR ADDITIONAL ABBREVIATIONS

- BFE	BASEMENT FLOOR ELEVATION
- BW	FINISH GRADE AT BOTTOM OF WALL
- EX or EXIST	EXISTING
- EOA	EDGE OF ASPHALT
- EOC	EDGE OF CONCRETE
- FFE	FINISH FLOOR ELEVATION
- FG	FINISH GRADE
- FL	FLOW LINE
- GB	GRADE BREAK
- HP	HIGH POINT
- LP	LOW POINT
- NG	NATURAL GROUND
- SDCB	STORM DRAIN CATCH BASIN
- SDCO	STORM DRAIN CLEANOUT BOX
- SDDB	STORM DRAIN DRAIN BASIN
- SDMH	STORM DRAIN MANHOLE
- TBC	TOP BACK OF CURB
- TOA	TOP OF ASPHALT
- TOC	TOP OF CONCRETE
- TOG	TOP OF GRATE
- TOW	TOP OF WALL
- TW	FINISH GRADE AT TOP OF WALL
- WW	WATERWAY

Blue Stakes of UTAH 811 Bluestakes.org

NOTICE!

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PROFESSIONAL ENGINEER
12-29-25
No. 14988925-2202
DANIEL J. CANNING
STATE OF UTAH

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN UTAH 84043

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT NO:	25446
DRAWN BY:	TJO
CHECKED BY:	DJC
DATE:	12/29/25

GRADING AND DRAINAGE PLAN

C2.01

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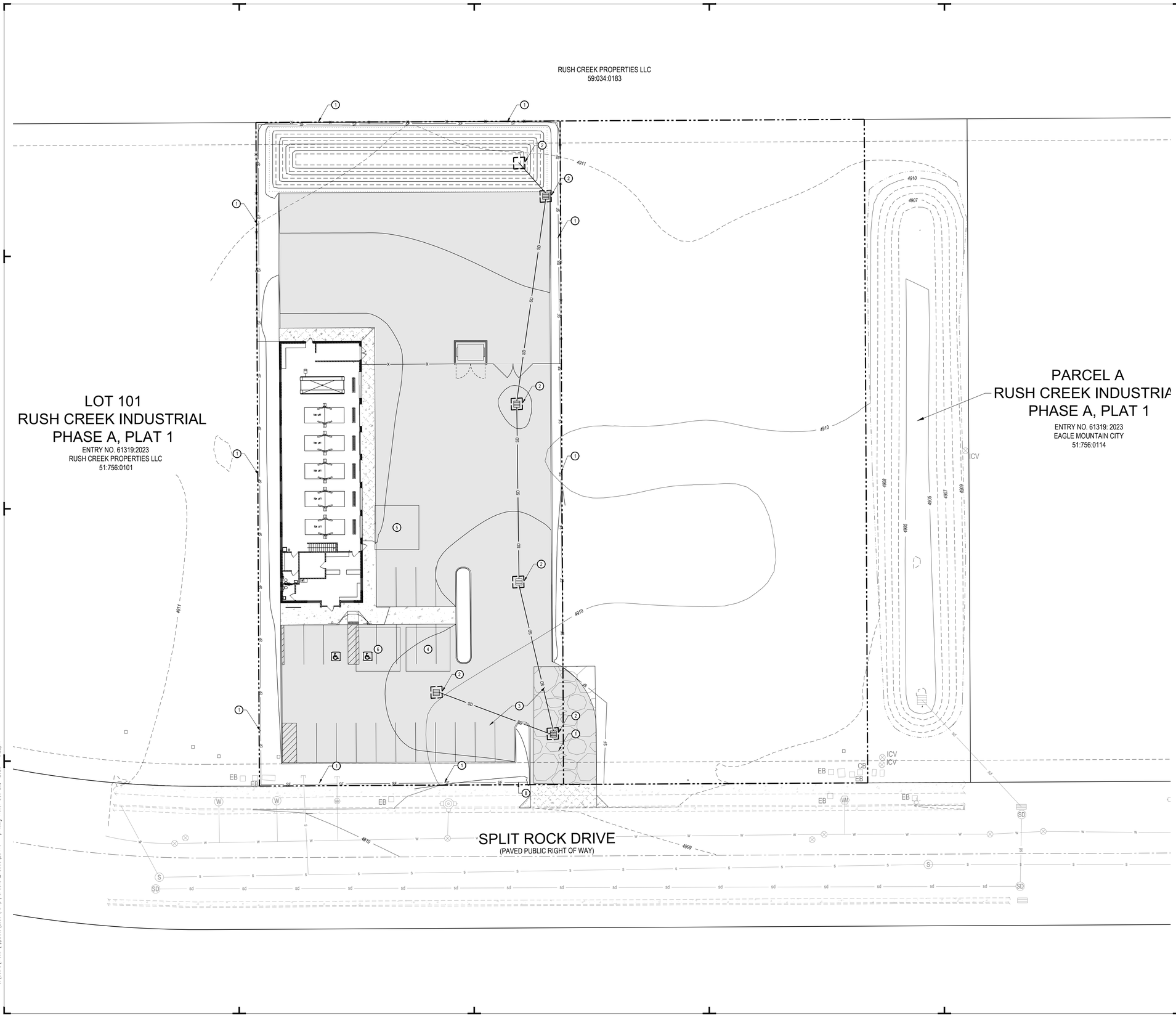

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS REFERRED TO ON THIS SHEET SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LOCAL AGENCY'S EROSION CONTROL STANDARDS AND SPECIFICATIONS AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE AGENCY HAVING JURISDICTION. ALSO INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS OF ALL EXISTING UTILITIES. IF CONFLICTS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.

THE CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL.

WHEN GRADING OPERATIONS HAVE BEEN COMPLETED AND THE DISTURBED GROUND SHALL BE LEFT "OPEN" FOR 30 DAYS OR MORE THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS OF THE AREA.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

MAINTENANCE:

THE OWNER'S REPRESENTATIVE SHALL MAKE ROUTINE CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIRS OR SEDIMENT REMOVAL IS NECESSARY. DUE TO CONDITIONS THAT MAY ARISE IN THE FIELD, ADDITIONAL CONTROL MAY BE DETERMINED TO BE NECESSARY.

SILT FENCE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT THE LEAST DAILY DURING PROLONGED RAINFALL.

CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCES, END RUNS, AND UNDERCUTTING BENEATH SILT FENCING.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF SILT FENCING SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. SILT FENCE AS SHOWN ON PLAN. SEE DETAIL 'C3', SHEET C5.04.
2. INLET PROTECTION AROUND EXISTING OR NEW STORM DRAIN CATCH BASINS OR CURB INLETS. SEE EAGLE MOUNTAIN CITY DETAIL '30', SHEET C5.02.
3. TEMPORARY STABILIZED CONSTRUCTION ENTRANCE. TO BE 20' WIDE, 50' LONG, AND 6" THICK WITH 3" TO 6" COBBLE. SEE DETAIL 'C1', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
4. CONCRETE WASHOUT. TO BE A LEAK-PROOF CONTAINER WITH SOLID SIDES OR A PIT THAT IS FULLY LINED WITH IMPERVIOUS SHEETING. SEE DETAIL 'A3', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
5. CONSTRUCTION DUMPSTER. CHECK LEVEL DAILY, LEGALLY DISPOSE OF WASTE AS NEEDED. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
6. PORTABLE TOILET. TO BE PLACED A MINIMUM O F10' BEHIND CURB AND SECURED TO THE GROUND. SEE EAGLE MOUNTAIN CITY DETAIL '29', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
7. MATERIAL STORAGE AND TOPSOIL STOCK PILE AREA. MAINTAIN SILT FENCE AROUND PERIMETER AT ALL TIMES. CONTROL DUST FROM PILE BY EITHER COVERING OR KEEPING MOIST. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
8. SWPPP SIGN PER EAGLE MOUNTAIN CITY DETAIL '21', SEE SHEET C5.02.

NOTICE!

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PROFESSIONAL ENGINEER
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NO. 11088925-2202
DANIEL J. CANNING
STATE OF UTAH

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN UTAH 84043

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO:	25446
DRAWN BY:	TJO
CHECKED BY:	DJC
DATE:	12/29/25

EROSION CONTROL PLAN

C2.10

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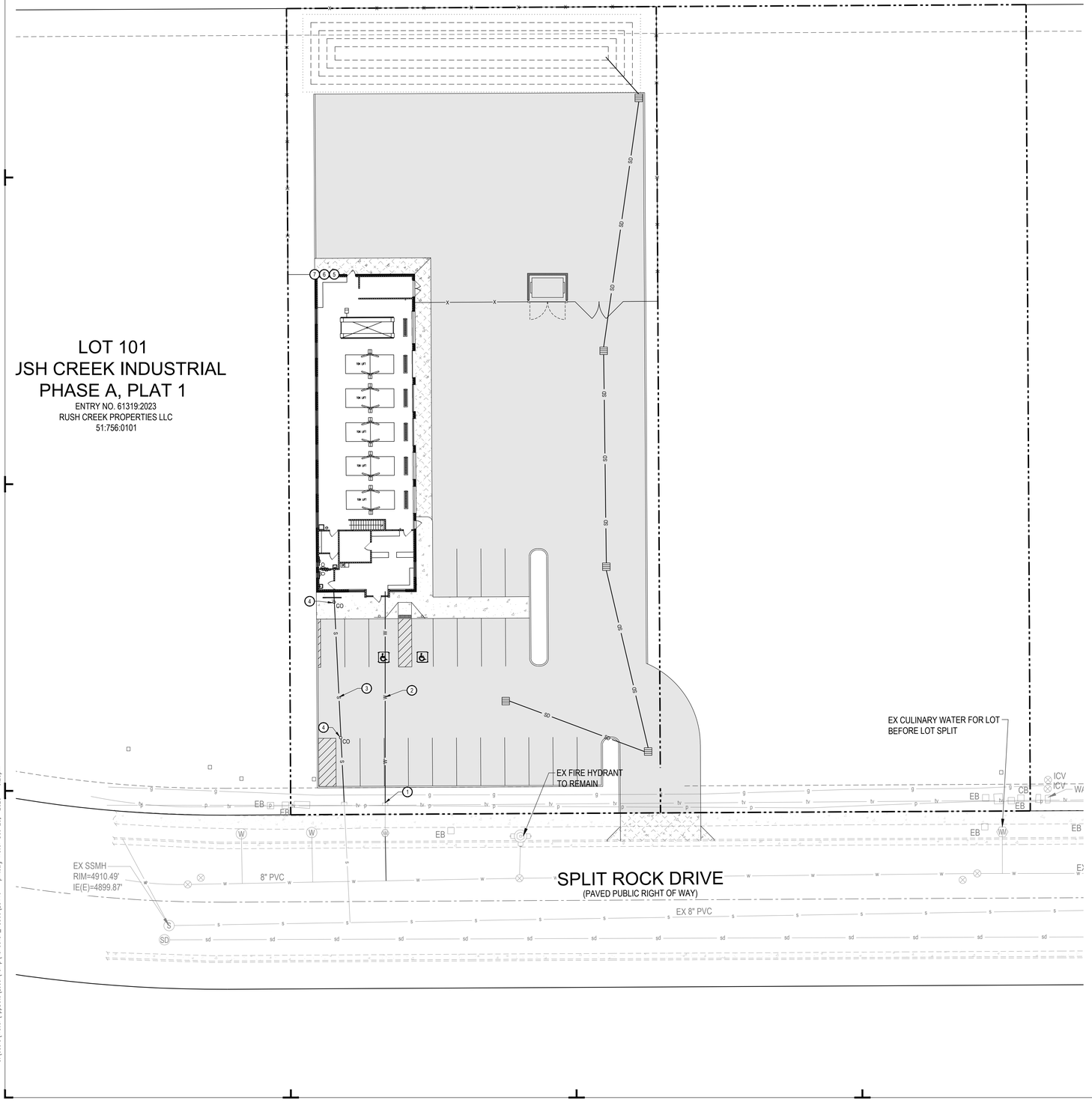
RUSH CREEK PROPERTIES LLC
59.034:0183

LOT 101
JSH CREEK INDUSTRIAL
PHASE A, PLAT 1
ENTRY NO. 61319:2023
RUSH CREEK PROPERTIES LLC
51:756:0101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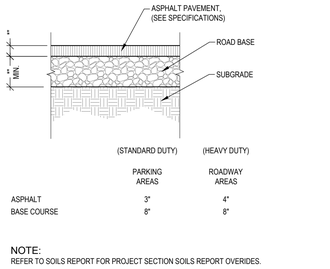
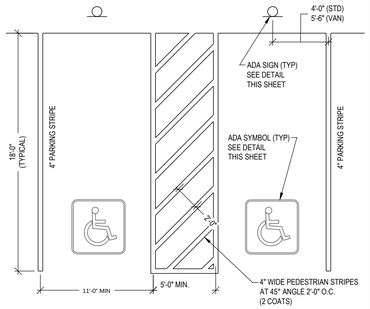


NOTE:
REFER TO SOILS REPORT FOR PROJECT SECTION SOILS REPORT OVERIDES.

ASPHALTIC PAVEMENT SECTION — D1
SCALE: N.T.S.



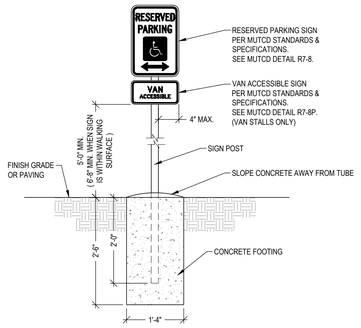
NOTE:
CROSS SLOPES WITHIN ADA PARKING STALLS AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48 SLOPE.

ADA PARKING DETAIL — D2
SCALE: N.T.S.

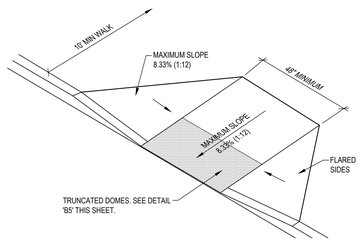
PAINTED EMBLEM
ON ASPHALT PAVING
TYP. AT ALL ADA
PARKING STALLS PER CITY
REQUIREMENTS. (2 COATS)

NOTE:
SEE SPECIFICATIONS FOR PAINT
TYPE AND COLOR. (2 COATS)

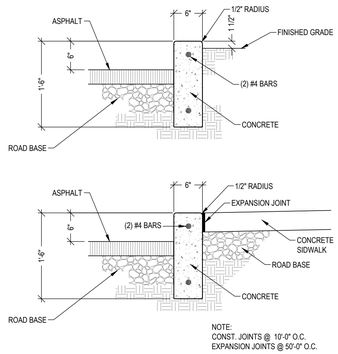
PAINTED ADA SYMBOL — D3
SCALE: N.T.S.



ADA PARKING SIGN — D4
SCALE: N.T.S.

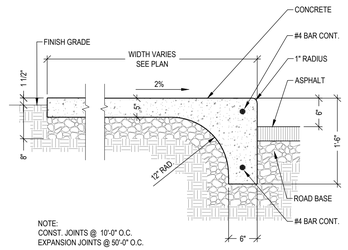


ADA ACCESSIBLE RAMP — C1
SCALE: N.T.S.



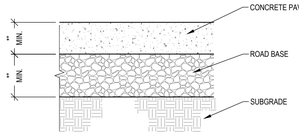
NOTE:
CONST. JOINTS @ 10'-0" O.C.
EXPANSION JOINTS @ 50'-0" O.C.

CURB WALL DETAIL — C2
SCALE: N.T.S.



NOTE:
CONST. JOINTS @ 10'-0" O.C.
EXPANSION JOINTS @ 50'-0" O.C.

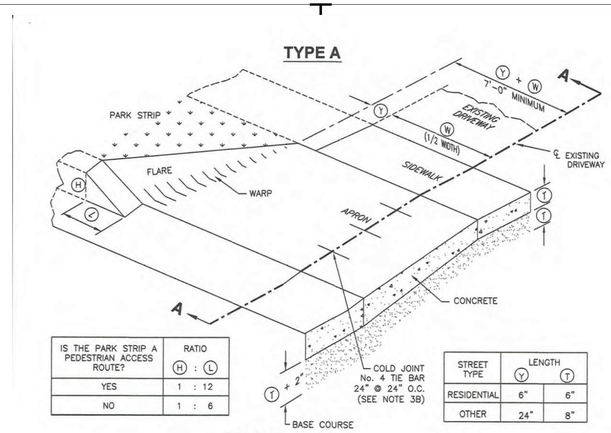
INTEGRAL WALK & CURB — C3
SCALE: N.T.S.



	STANDARD	HEAVY
CONCRETE	6"	"
ROAD BASE	4"	"

NOTE:
REFER TO SOILS REPORT FOR PROJECT SECTION SOILS REPORT OVERIDES.

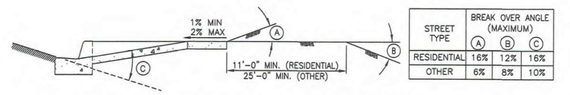
CONCRETE PAVEMENT SECTION — C4
SCALE: N.T.S.



IS THE PARK STRIP A PEDESTRIAN ACCESS ROUTE?	RATIO (H) : (L)
YES	1 : 12
NO	1 : 6

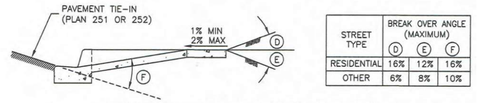
STREET TYPE	LENGTH (Y)	(T)
RESIDENTIAL	6"	6"
OTHER	24"	8"

OBLIQUE



STREET TYPE	BREAK OVER ANGLE (MAXIMUM) (A)	(B)	(C)
RESIDENTIAL	16%	12%	16%
OTHER	6%	8%	10%

SECTION A-A - APPROACH REQUIRING SERVICE TRUCK ACCESS



STREET TYPE	BREAK OVER ANGLE (MAXIMUM) (D)	(E)	(F)
RESIDENTIAL	16%	12%	16%
OTHER	6%	8%	10%

SECTION A-A - TYPICAL DRIVEWAY APPROACH

APWA Utah Chapter

Flare driveway approach

Plan 221.1
December 2009

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PROFESSIONAL ENGINEER
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No. 14988925-2202
DANIEL J. CANNING
STATE OF UTAH

ONE CALL AUTO

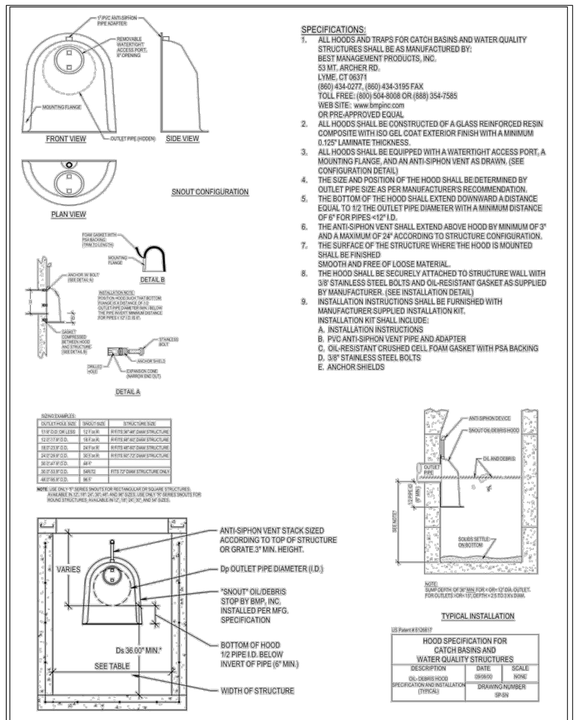
657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN UTAH 84043

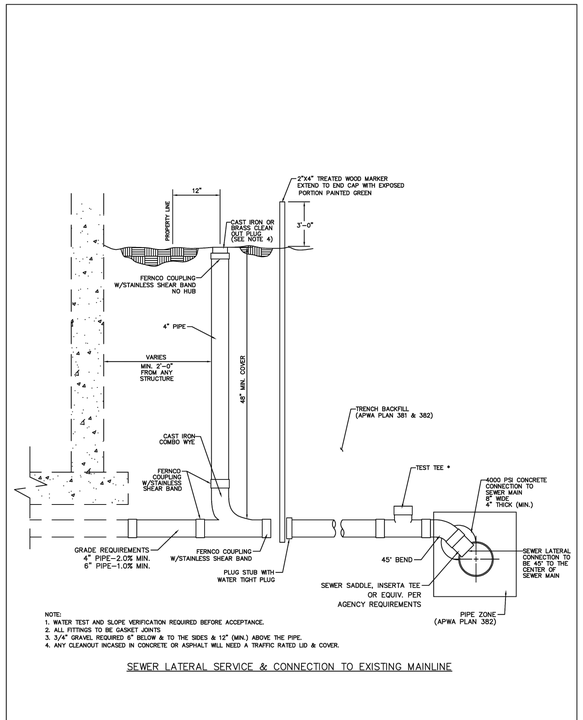
REVISIONS REV	DATE	DESCRIPTION

PROJECT NO:	25446
DRAWN BY:	TJO
CHECKED BY:	DJC
DATE:	12/29/25

CIVIL DETAILS

C5.01

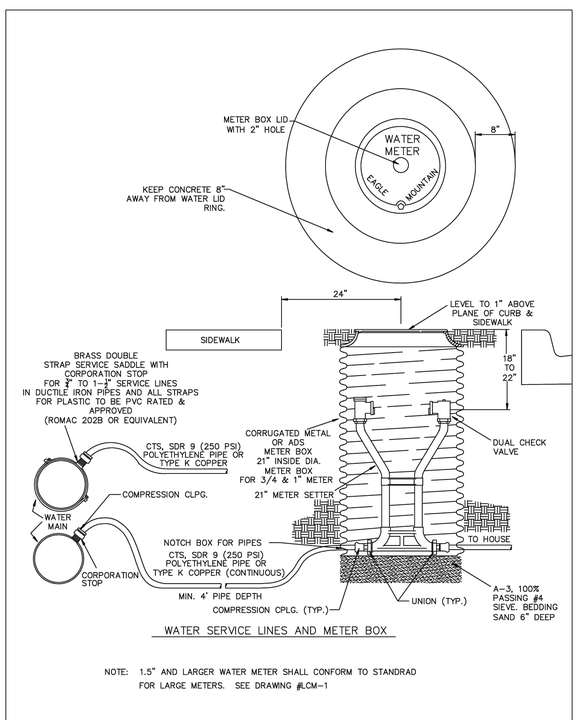




NOTE:
1. WATER TEST AND SLOPE VERIFICATION REQUIRED BEFORE ACCEPTANCE.
2. ALL FITTINGS TO BE GASKET JOINTS
3. 3/4" GRAVEL REQUIRED 6" BELOW & TO THE SIDES & 12" (MIN.) ABOVE THE PIPE.
4. ANY CLEANOUT INCASED IN CONCRETE OR ASPHALT WILL NEED A TRAFFIC RATED LID & COVER.

SEWER LATERAL SERVICE & CONNECTION TO EXISTING MAINLINE

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



WATER SERVICE LINES AND METER BOX

NOTE: 1.5" AND LARGER WATER METER SHALL CONFORM TO STANDRAD FOR LARGE METERS. SEE DRAWING #LCM-1

DRAWN RSB
REVISED APRIL 2024
DATE NOV 2015
SCALE N.T.S.
EAGLE MOUNTAIN CITY
STANDARD DETAILS FOR
WATER LINE, SETTER & CAN
DRAWING NO. 5

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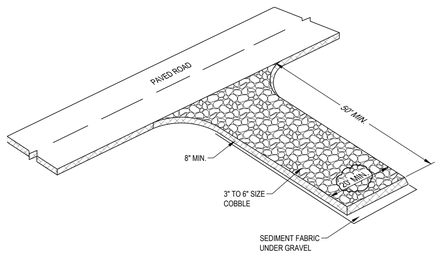


DESCRIPTION:
A STABILIZED PAD OF CRUSHED STONE LOCATED WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES THE SITE FROM OR TO PAVED SURFACE.

APPLICATIONS:
AT ANY POINT OF INGRESS OR EGRESS AT A CONSTRUCTION SITE WHERE ADJACENT TRAVELED WAY IS PAVED. GENERALLY APPLIES TO SITES OVER 2 ACRES UNLESS SPECIAL CONDITIONS EXIST.

INSTALLATION/APPLICATION CRITERIA:
- CLEAR GRUB AREA AND GRADE TO PROVIDE MAXIMUM SLOPE OF 2%.
- COMPACT SUB GRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN FOR MORE THAN 3 MONTHS.
- PLACE COARSE AGGREGATE, 1 TO 2-1/2 INCHES IN SIZE, TO A MINIMUM DEPTH OF 8 INCHES.

LIMITATIONS:
- REQUIRES PERIODIC TOP DRESSING WITH ADDITIONAL STONES.
- SHOULD BE USED IN CONJUNCTION WITH STREET SWEEPING ON ADJACENT PUBLIC RIGHT-OF-WAY.

MAINTENANCE:
- INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.
- INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.
- REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.
- EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC AND PREVENT EROSION AT DRIVEWAYS.

OBJECTIVES
- ※ HOUSEKEEPING PRACTICES
- □ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- ※ CONTROL SITE PERIMETER
- □ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- ■ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- □ OTHER WASTE

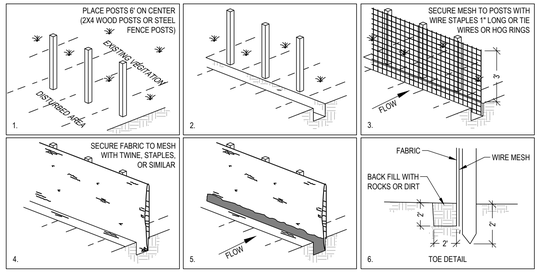
- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ■ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW

STABILIZED CONSTRUCTION ENTRANCE C1

SCALE: N.T.S.



DESCRIPTION:
A TEMPORARY SEDIMENT BARRIER CONSISTING OF ENTRENCHED FILTER FABRIC STRETCHED ACROSS AND SECURED TO SUPPORTING POSTS.

APPLICATIONS:
- PERIMETER CONTROL: PLACE BARRIER AT DOWNGRADE LIMITS OF DISTURBANCE.
- SEDIMENT BARRIER: PLACE BARRIER AT TOE OF SLOPE OR SOIL STOCKPILE.
- PROTECTION OF EXISTING WATERWAYS: PLACE BARRIER AT TOP OF STREAM BANK
- INLET PROTECTION: PLACE FENCE SURROUNDING CATCH BASINS

INSTALLATION/APPLICATION CRITERIA:
- PLACE POSTS 6 FEET APART ON CENTER ALONG CONTOUR (OR USE PRE-ASSEMBLED UNIT) AND DRIVE 2 FEET MINIMUM INTO GROUND. EXCAVATE AN ANCHOR TRENCH IMMEDIATELY UPGRADIENT OF POSTS
- SECURE WIRE MESH (14 GAGE MIN. WITH 6 INCH OPENINGS) TO UPSLOPE SIDE OF POSTS. ATTACH WITH HEAVY DUTY 1 INCH LONG WIRE STAPLES, TIE WIRES OR HOG RINGS.
- CUT FABRIC TO REQUIRED WIDTH, UNROLL ALONG LENGTH OF BARRIER AND DRAPE OVER BARRIER. SECURE FABRIC TO MESH WITH TWINE, STAPLES, OR SIMILAR, WITH TRAILING EDGE EXTENDING INTO ANCHOR TRENCH.
- BACKFILL OVER FILTER FABRIC TO ANCHOR.

LIMITATIONS:
- RECOMMENDED MAXIMUM DRAINAGE AREA OF 0.5 ACRE PER 100 FEET OF FENCE.
- RECOMMENDED MAXIMUM UPGRADIENT SLOPE LENGTH OF 150 FEET.
- RECOMMENDED MAXIMUM UPHILL GRADE OF 2:1 (50%).
- RECOMMENDED MAXIMUM FLOW RATE OF 0.5 CFS.
- PONDING SHOULD NOT BE ALLOWED BEHIND FENCE.

MAINTENANCE:
- INSPECT IMMEDIATELY AFTER ANY RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- LOOK FOR RUNOFF BYPASSING ENDS OF BARRIERS OR UNDERCUTTING BARRIERS.
- REPAIR OR REPLACE DAMAGED AREAS OF THE BARRIER AND REMOVE ACCUMULATED SEDIMENT.
- REANCHOR FENCE AS NECESSARY TO PREVENT SHORTCUTTING.
- REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE FENCE.

OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- □ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- ※ CONTROL SITE PERIMETER
- ※ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- ■ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- □ OTHER WASTE

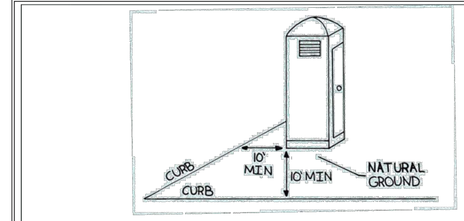
- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ※ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW

SILT FENCE C3

SCALE: N.T.S.



APPLICATION
- Provide temporary sanitary facilities when permanent facilities are too far from activities or are unavailable.

INSTALLATION/USE PROCEDURE
- Locate portable toilets away from waters of the state, and at least 10 feet from any storm water conveyance, inlet, curb and gutter, or conduit to a waterway.
- Wherever possible, locate portable toilets upon natural ground and not on impervious surfaces such as asphalt, concrete, or similar
- Prepare a level surface and provide clear access to the toilet(s) for servicing and for on-site personnel
- Secure portable toilets to prevent tipping

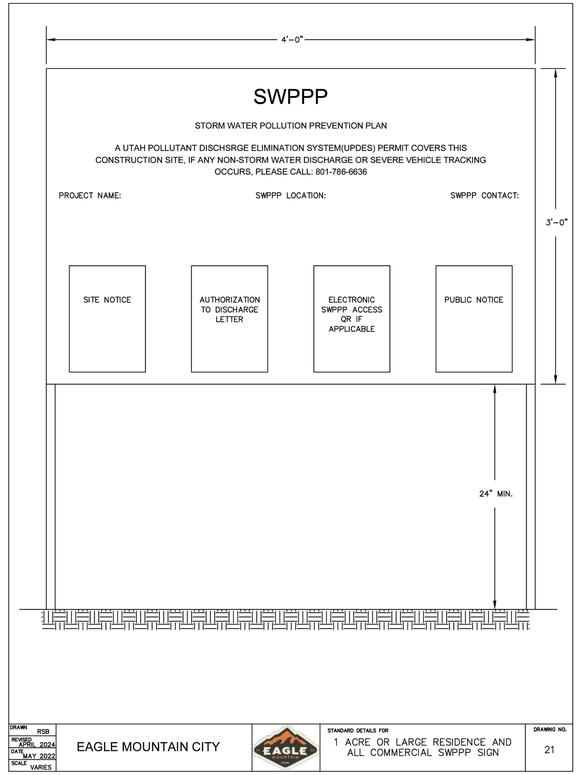
ALTERNATIVE DESIGN
- If it is not possible to locate toilets away from waters of the state, storm water conveyances, or paved surfaces, evaluate the need for additional controls such as secondary containment, additional surface preparation, or berms and implement as appropriate

MAINTENANCE
- Portable toilets should be maintained in good working order by licensed service
- Portable toilets should be inspected daily to detect any leaks.
- Damaged toilets must be repaired/replaced immediately
- All waste must be deposited in the sanitary sewer system for treatment with appropriate agency approval.

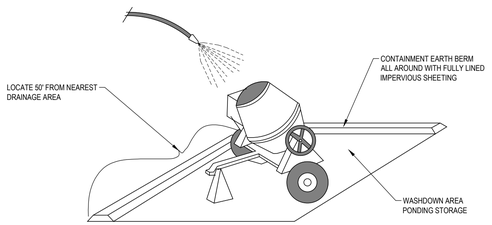
PERFORMANCE
- Portable toilets must be placed, secured, and maintained in such a way that sanitary waste is contained without leaks.
- Portable toilets must be placed, secured, and maintained in such a way that in the event of a spill or leak, sanitary waste would not enter any waters of the state, storm water conveyance, inlet, curb and gutter, or conduit to a waterway.

GENERAL
- The operator is responsible for selecting effective BMPs.

DRAWN RSB REVISED --- DATE NOV. 2024 SCALE VARIES	EAGLE MOUNTAIN CITY	EAGLE	STANDARD DETAILS FOR SWPPP PORTABLE TOILET	DRAWING NO. 29



DRAWN RSB REVISED APRIL 2024 DATE MAY 2022 SCALE VARIES	EAGLE MOUNTAIN CITY	EAGLE	STANDARD DETAILS FOR 1 ACRE OR LARGE RESIDENCE AND ALL COMMERCIAL SWPPP SIGN	DRAWING NO. 21



DESCRIPTION:
PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE BY CONDUCTING WASHOUT OFF-SITE, PERFORMING ON-SITE WASHOUT IN A DESIGNATED AREA, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

APPLICATIONS:
- THIS TECHNIQUE IS APPLICABLE TO ALL TYPES OF SITES.

INSTALLATION/APPLICATION CRITERIA:
- STORE DRY AND WET MATERIALS UNDER COVER, AWAY FROM DRAINAGE AREAS.
- AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON-SITE.
- PERFORM WASHOUT OF CONCRETE TRUCKS OFF-SITE OR IN DESIGNATED AREAS ONLY.
- DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS.
- DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED AREAS.
- WHEN WASHING CONCRETE TO REMOVE FINE PARTICLES AND EXPOSE THE AGGREGATE, AVOID CREATING RUNOFF BY DRAINING THE WATER WITHIN A BERMED OR LEVEL AREA (SEE EARTH BERM BARRIER INFORMATION SHEET.)
- TRAIN EMPLOYEES AND SUBCONTRACTORS IN PROPER CONCRETE WASTE MANAGEMENT.

LIMITATIONS:
- OFF-SITE WASHOUT OF CONCRETE WASTES MAY NOT ALWAYS BE POSSIBLE.

MAINTENANCE:
- INSPECT SUBCONTRACTORS T ENSURE THAT CONCRETE WASTES ARE BEING PROPERLY MANAGED.
- IF USING A TEMPORARY PIT, DISPOSE HARDENED CONCRETE ON A REGULAR BASIS.

OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- ※ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- □ CONTROL SITE PERIMETER
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TARGETED POLLUTANTS
- □ SEDIMENT
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- ※ OTHER WASTE

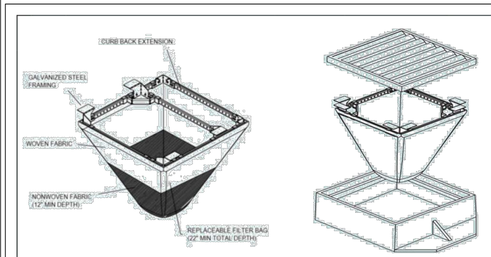
- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- □ CAPITAL COSTS
- □ O & M COSTS
- ※ MAINTENANCE
- ※ TRAINING

■ HIGH ※ MEDIUM □ LOW

CONCRETE WASTE MANAGEMENT A3

SCALE: N.T.S.



APPLICATION
- As per Eagle Mountain City code 15.50.070, inlet protection must meet or exceed ASTM D8057.
- Use inlet protection methods to trap sediment and debris from runoff before it enters the stormwater system.
- Ideal for areas near storm drains, curb inlets, and other drainage structures.
- Not intended for high-flow areas without additional support measures.

SUBMITTAL AND OPERATION PROCEDURE
- Submit manufactures detail to the oversight authority and attach to this detail.
- Attached manufacturer installation and maintenance literature.
- Ensure the devices are securely fastened and properly positioned to maximize effectiveness.
- Regularly inspect and maintain the devices to ensure they are functioning correctly.
- Use appropriate types of inlet protection based on site-specific conditions.
- Do not install drop inlet systems without overflows in sag locations where hydroplaning is a risk.
- Install inlet protection measures that remove sediment from discharges prior to entry into any storm drain inlet that carries storm water flow from your site to surface water of the state, provided you have authority to access the storm drain inlet.
- Clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same business day in which it is found

ALTERNATIVE DESIGN
- Alternative inlet protection devices may be used if they demonstrate equal or better performance to ASTM D8057.
- Submit alternatives to the oversight authority for approval.
- Document any alternative designs with detailed installation procedures and maintenance requirements.

MAINTENANCE
- Inspect inlet protection devices regularly, especially after storm events.
- Remove accumulated sediment and debris as needed to maintain effectiveness.
- Repair or replace damaged inlet protection devices prior to the next wet condition risk.
- Ensure a clear area around inlet protection devices to facilitate inspections and maintenance.

DRAWN RSB REVISED --- DATE NOV. 2024 SCALE VARIES	EAGLE MOUNTAIN CITY	EAGLE	STANDARD DETAILS FOR SWPPP INLET PROTECTION	DRAWING NO. 30

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STATE OF UTAH

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN UTAH 84043

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT NO:	25446
DRAWN BY:	TJO
CHECKED BY:	DJC
DATE:	12/29/25

CIVIL DETAILS

C5.02

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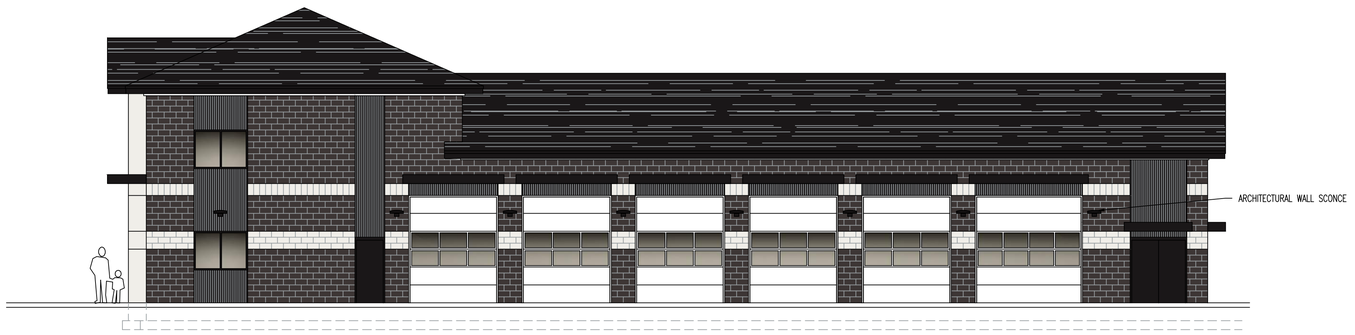
PROPOSED SOUTH ELEVATION #1

SCALE: 1/4" = 1'-0"

DECORATIVE FEATURES		
DETAIL	PRESENT	ELEVATION
REVEALS	--	
CANOPIES	YES	SOUTH
AWNINGS	--	
POPOUTS	YES	NORTH, SOUTH
COLUMNS	--	
DECORATIVE TRIM/MOLDINGS	YES	ALL ELEVATIONS
ARCHITECTURAL LIGHTING	YES	NORTH, SOUTH, EAST
CORNICES	--	
MASONTRY PATTERNS	YES	ALL
DEC. DOORS/ WINDOWS	YES	ALL
EXPOSED TIMBERS	--	
TRELLIS	YES	ALL

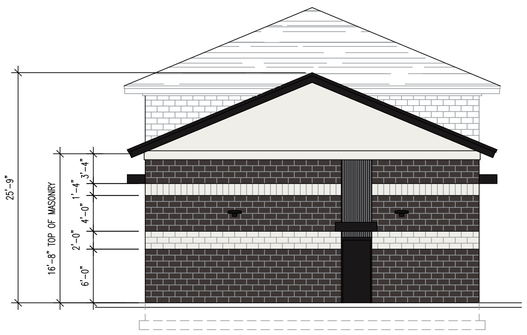
PROPOSED WEST ELEVATION #1

SCALE: 1/4" = 1'-0"



PROPOSED EAST ELEVATION #1

SCALE: 1/4" = 1'-0"



PROPOSED NORTH ELEVATION #1

SCALE: 1/4" = 1'-0"

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BRENT HURD VINCENT
155948-2001
LICENSED ARCHITECT
EXPIRES 11/30/25

NEW AUTO REPAIR SHOP:
ONE CALL AUTOMOTIVE

657 E SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

EXTERIOR ELEVATIONS

ARCH. PROJECT NO:	25-64
DATE:	9/2/25
DRAWN BY:	BRENT
CHECKED BY:	
DESIGNED BY:	

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DATE	REVISION

SHEET TITLE

A-2.00

ARCHITECTURAL –

COMMON EARTHWORK NOTES

1. VERIFICATION OF CONDITIONS:
   A. FORTY-EIGHT (48) HOURS MINIMUM BEFORE PERFORMING ANY WORK ON SITE, CONTACT THE APPROPRIATE UNDERGROUND UTILITY SERVICE AGENCY TO ARRANGE FOR UTILITY LOCATION SERVICES.
   B. PERFORM MINOR, INVESTIGATIVE EXCAVATIONS TO VERIFY LOCATION OF VARIOUS EXISTING UNDERGROUND FACILITIES AT SUFFICIENT LOCATIONS TO ASSURE THAT NO CONFLICT WITH THE PROPOSED WORK EXISTS AND SUFFICIENT CLEARANCE IS AVAILABLE TO AVOID DAMAGE TO EXISTING FACILITIES.
   C. PERFORM INVESTIGATIVE EXCAVATING TEN (10) DAYS MINIMUM IN ADVANCE OF PERFORMING ANY EXCAVATION OR UNDERGROUND WORK.
   D. UPON DISCOVERY OF CONFLICTS OR PROBLEMS WITH EXISTING FACILITIES, NOTIFY ARCHITECT BY PHONE OR FAX WITHIN TWENTY-FOUR (24) HOURS. FOLLOW TELEPHONE OR FAX NOTIFICATION WITH LETTER AND DIAGRAMS INDICATING CONFLICT OR PROBLEM AND SUFFICIENT MEASUREMENTS AND DETAILS TO EVALUATE PROBLEM.

2. PROTECTION:
   A. SPILLAGE:
      1. AVOID SPILLAGE BY COVERING AND SECURING LOADS WHEN HAULING ON OR ADJACENT TO PUBLIC STREETS OR HIGHWAYS.
      2. REMOVE SPILLAGE AND SWEEP, WASH, OR OTHERWISE CLEAN PROJECT, STREETS, AND HIGHWAYS.
   B. DUST CONTROL:
      1. TAKE PRECAUTIONS NECESSARY TO PREVENT DUST NUISANCE, BOTH ON-SITE AND ADJACENT TO PUBLIC AND PRIVATE PROPERTIES.
      2. CORRECT OR REPAIR DAMAGE CAUSED BY DUST.
   C. EXISTING PLANTS AND FEATURES:
      1. DO NOT DAMAGE TOPS, TRUNKS, AND ROOTS OF EXISTING TREES AND SHRUBS ON SITE THAT ARE INTENDED TO REMAIN.
      2. DO NOT USE HEAVY EQUIPMENT WITHIN BRANCH SPREAD.
      3. INTERFERING BRANCHES MAY BE REMOVED ONLY WITH PERMISSION OF ARCHITECT.
      4. DO NOT DAMAGE OTHER PLANTS AND FEATURES THAT ARE TO REMAIN.
      5. PROTECT UTILITIES AND SITE ELEMENTS FROM DAMAGE.
      6. LIMIT USE OF HEAVY EQUIPMENT TO AREAS NO CLOSER THAN 6 FEET (1.80 METER) FROM BUILDING OR OTHER PERMANENT STRUCTURES.

3. REPAIR / RESTORATION:
   A. ADJUST EXISTING COVERS, BOXES, AND VAULTS TO GRADE.
   B. REPLACE BROKEN OR DAMAGED COVERS, BOXES, AND VAULTS.
   C. INDEPENDENTLY CONFIRM SIZE, LOCATION, AND NUMBER OF COVERS, BOXES, AND VAULTS THAT REQUIRE ADJUSTMENT.

4. NON-CONFORMING WORK:
   A. IF SPECIFIED PROTECTION PRECAUTIONS ARE NOT TAKEN OR CORRECTIONS AND REPAIRS NOT MADE PROMPTLY, OWNER MAY TAKE SUCH STEPS AS MAY BE DEEMED NECESSARY AND DEDUCT COSTS OF SUCH FROM MONIES DUE TO CONTRACTOR. SUCH ACTION OR LACK OF ACTION ON OWNER'S PART DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR PROPER PROTECTION OF THE WORK.

TOPSOIL & GRADING NOTES

1. IMPORT AND INSTALL TOPSOIL AS NEEDED TO FILL ALL PLANTING AREAS. SUBMIT TEST BY LICENSED LABORATORY TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. TOPSOIL USED IN LANDSCAPED AREAS SHALL BE WEED FREE, FERTILE, LOOSE, FRIABLE SOIL MEETING THE FOLLOWING CRITERIA:
   1) CHEMICAL CHARACTERISTICS:
      a) SOLUBLE SALTS: LESS THAN 3.0 MMHOS/CM.
      b) PH 5.5 TO 8.0.
      c) SODIUM ABSORPTION RATIO (SAR): LESS THAN 6.0.
      d) ORGANIC MATTER: GREATER THAN ONE PERCENT.
   2) PHYSICAL CHARACTERISTICS:
      a) GRADATION AS DEFINED BY USDA TRIANGLE OF PHYSICAL CHARACTERISTICS AS MEASURED BY HYDROMETER.
         (1) SAND: 15 TO 60 PERCENT.
         (2) SILT: 10 TO 60 PERCENT.
         (3) CLAY: 5 TO 30 PERCENT.
      b) CLEAN AND FREE FROM TOXIC MINERALS AND CHEMICALS, NOXIOUS WEEDS, ROCKS LARGER THAN OR EQUAL TO 1-1/2 INCH (38 MM) IN ANY DIMENSION, AND OTHER OBJECTIONABLE MATERIALS.
      c) SOIL:
         (1) SOIL SHALL NOT CONTAIN MORE THAN FIVE (5) PERCENT BY VOLUME OF ROCKS MEASURING OVER 1/4 INCH (6 MM) IN LARGEST SIZE.
         (2) SOIL SHALL BE TOPSOIL IN NATURE.
         (3) SOIL RESEMBLING ROAD BASE OR OTHER LIKE MATERIALS ARE NOT ACCEPTABLE.

2. INSTALL A MINIMUM DEPTH OF 5 INCHES TOPSOIL IN LAWN AND GROUND COVER PLANTING AREAS. NO TOPSOIL REQUIRED IN TREE AND SHRUB PLANTING AREAS OR NATIVE GRASS, SHRUB, OR TREE AREAS AS LONG AS WHAT IS IN PLACE IS NOT EXCESSIVELY ROCKY OR OTHERWISE UNFAVORABLE TO HEALTHY PLANT GROWTH. IF IT IS UNFAVORABLE, INSTALL A MINIMUM DEPTH OF 12 INCHES. PROVIDE NO LESS THAN QUANTITY REQUIRED TO ACHIEVE TOLERANCES OUTLINED IN PLANTING NOTE 5. INSTALLER OF THIS SECTION IS RESPONSIBLE FOR PROVIDING SUFFICIENT TOPSOIL MATERIAL.

3. FINISH TOPSOIL GRADE OF PLANTING AREAS BEFORE PLANTING AND AFTER ADDITION OF SOIL ADDITIVES SHALL BE SPECIFIED DISTANCES BELOW TOP OF ADJACENT PAVEMENT OF ANY KIND:
   a) GROUND COVER AREAS: 2 INCHES BELOW.
   b) SEEDED AREAS: ONE INCH BELOW.
   c) SODDED AREAS: 2 INCHES BELOW.
   d) TREE AND SHRUB AREAS (NOT INDIVIDUAL TREES): 4 INCHES BELOW.

4. RAKE THE FINISH GRADE OF THE TOPSOIL WITHIN THE PLANTING AREAS TO REMOVE CLODS, ROCKS, WEEDS, ROOTS, DEBRIS OR OTHER MATERIAL 1-1/2" OR MORE IN ANY DIMENSION. GRADE AND SHAPE LANDSCAPE AREA TO BRING SURFACE TO TRUE UNIFORM PLANES FREE FROM IRREGULARITIES AND TO PROVIDE PROPER SLOPE FOR DRAINAGE.

IRRIGATION NOTES

1. FURNISH AND INSTALL LANDSCAPE IRRIGATION SYSTEM AS DESCRIBED IN CONTRACT DOCUMENTS COMPLETE WITH ACCESSORIES NECESSARY FOR PROPER FUNCTION.

2. FIELD TESTS AND INSPECTIONS:
   A. IRRIGATION SYSTEM:
      1. SYSTEM PRESSURE TEST:
         a) NOTIFY LANDSCAPE ARCHITECT TWO (2) WORKING DAYS MINIMUM BEFORE CONDUCTING TEST.
         b) IN PRESENCE OF LANDSCAPE ARCHITECT, PRESSURE TEST MAIN LINE WITH ALL VALVES INSTALLED.
         c) TEST PRESSURE AT 100 PSI (690 KPA) MINIMUM FOR TWO (2) HOURS MINIMUM.
         d) VERIFY THERE ARE NO LEAKS.
         e) RECEIVE LANDSCAPE ARCHITECT APPROVAL TO PROCEED PRIOR TO BACKFILLING.
      2. TEST REPORT:
         a) FOLLOWING PRESSURE TEST, CREATE PRESSURE TEST REPORT. DOCUMENT PRESSURE TEST RESULTS THROUGH PROVIDING PHOTOS, LISTING PROCESSES USED, ISSUES ENCOUNTERED, AND MEASURES TAKEN TO CORRECT PROBLEMS.
   B. SUBSTANTIAL COMPLETION WALKTHROUGH:
      1. LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE(S) WILL INSPECT SITE AND CREATE LIST OF NON-CONFORMING ITEMS TO BE RESOLVED PRIOR TO LANDSCAPE FINAL ACCEPTANCE. DATE ON THIS LIST WILL ACT AS DATE OF LANDSCAPE SUBSTANTIAL COMPLETION.
      2. INSTALLATIONS COMPLETED AFTER WATER SOURCE HAS BEEN TURNED OFF FOR SEASON, AS DETERMINED BY LANDSCAPE ARCHITECT, WILL BE INSPECTED FOLLOWING SPRING AFTER SYSTEM CAN BE CHECKED FOR PROPER OPERATION.
   C. IRRIGATION APPROVAL:
      1. IRRIGATION WILL BE APPROVED WHEN ALL NON-CONFORMING WORK IS BROUGHT INTO CONFORMANCE.
      2. CORRECT ANY WORK FOUND DEFECTIVE OR NOT COMPLYING WITH CONTRACT DOCUMENT REQUIREMENTS AT NO ADDITIONAL COST TO OWNER.

3. WINTERIZATION AND SPRING START-UP:
   DURING FIRST YEAR OF OPERATION, INSTALLER SHALL SHUT-DOWN IRRIGATION SYSTEM PRIOR TO FREEZING
   TEMPERATURES AND RE-START IRRIGATION SYSTEM AT
   BEGINNING OF GROWING SEASON:
   A. WINTER SHUT-DOWN IS INTENDED TO REMOVE ALL POTENTIALLY DAMAGING WATER FROM IRRIGATION SYSTEM. PERFORM FOLLOWING AS WELL AS ANY OTHER EFFORTS NECESSARY TO PROPERLY WINTERIZE SYSTEM:
      1) TURN OFF WATER SOURCE AT POINT OF CONNECTION.
      2) BLOW OUT SYSTEM WITH PRESSURIZED AIR, TURNING ON EACH VALVE UNTIL WATER IS CLEARED OUT OF SYSTEM. RUN THROUGH SYSTEM TWICE. ONLY BLOW OUT COMPONENTS SUITABLE TO RECEIVE PRESSURIZED AIR. HYDROMETERS, FOR INSTANCE, SHOULD NOT BE BLOWN OUT. DO NOT USE EXCESSIVE AIR PRESSURE THAT WILL DAMAGE PIPES AND PARTS.
      3) TURN CONTROLLER OFF OR IF AVAILABLE TURN TO PERTINENT WINTERIZATION.
      4) OPEN ALL MANUAL DRAIN VALVES.
      5) DRAIN, WRAP, PROTECT, OR REMOVE ANY BACKFLOW DEVICE EXPOSED TO FREEZING TEMPERATURES USING MANUFACTURER'S RECOMMENDATIONS AND BEST PRACTICES. COORDINATE METHOD WITH OWNER'S REPRESENTATIVE.
      6) DRAIN AND REMOVE PUMPS FOR OWNER'S REPRESENTATIVE STORAGE.
      7) DRAIN FILTERS USING MANUFACTURER'S RECOMMENDATIONS.
      8) CHECK SPRINKLER HEADS TO MAKE SURE THEY ARE BELOW SIDEWALK AND CURB LEVELS AND NOT VULNERABLE TO SNOWPLOW DAMAGE. LOWER HEADS TO PROPER ELEVATION.
      9) NOTIFY OWNER'S REPRESENTATIVE WHEN SYSTEM HAS BEEN TURNED OFF.
   B. SPRING START-UP SHALL INCLUDE FOLLOWING:
      1) CLOSE ALL MANUAL VALVES.
      2) CLEAN PUMP FILTERS AND REPLACE IF NECESSARY.
      3) REMOVE FREEZE PROTECTION AS REQUIRED.
      4) TURN ON WATER SOURCE AT POINT OF CONNECTION.
      5) VERIFY THAT CONTROLLER(S) AND RAIN SENSOR ARE PROPERLY OPERATING. CHANGE BATTERY IN CONTROLLER(S) AND SENSOR(S) AS REQUIRED.
      6) FLUSH ENTIRE SYSTEM. RUN EACH VALVE FOR TWO (2) MINUTES TO CHECK FOR DAMAGE, LEAKS, AND COVERAGE.
      7) REPAIR AND ADJUST SYSTEM AS NEEDED. FINE TUNE HEADS FOR EFFICIENT COVERAGE.
      8) NOTIFY OWNER'S REPRESENTATIVE WHEN SYSTEM HAS BEEN CHARGED AND IS IN FULL REPAIR.

4. SUBMIT MANUFACTURER'S CUT SHEETS FOR EACH ELEMENT OF SYSTEM TO THE LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE(S) FOR REVIEW AND APPROVAL PRIOR TO BEGINNING INSTALLATION.

5. CLOSEOUT SUBMITTALS:
   A. SUBMITTAL FORMAT: DIGITAL FORMAT ONLY.
   B. OPERATIONS AND MAINTENANCE DATA:
      1) PROVIDE IRRIGATION SYSTEM OPERATION AND MAINTENANCE RECOMMENDATIONS.
      2) PROVIDE IRRIGATION SYSTEM OPERATION AND MAINTENANCE RECOMMENDATIONS FROM MANUFACTURERS.
      3) PROVIDE IRRIGATION SYSTEM WINTERIZATION INSTRUCTIONS.
      4) PROVIDE PLANT ESTABLISHMENT PERIOD WATERING SCHEDULE.
      5) PROVIDE POST PLANT ESTABLISHMENT PERIOD WATERING SCHEDULE
   C. IRRIGATION SYSTEM WARRANTY DOCUMENTATION.
   D. RECORD DOCUMENTATION:
      1) PROVIDE MANUFACTURER'S PRINTED LITERATURE AND CUT SHEETS FOR EACH ELEMENT OF SYSTEM.
      2) TESTING AND INSPECTION REPORTS
      3) IRRIGATION RECORD DRAWINGS. AS INSTALLATION OCCURS, PREPARE ACCURATE RECORD DRAWING TO BE SUBMITTED BEFORE FINAL INSPECTION, INCLUDING:
         A) DETAIL AND DIMENSION CHANGES MADE DURING CONSTRUCTION. RECORD AT TIME OF INSTALLATION.
         B) SIGNIFICANT DETAILS AND DIMENSIONS NOT SHOWN IN ORIGINAL CONTRACT DOCUMENTS.
         C) FIELD DIMENSIONED LOCATIONS OF VALVE BOXES, MANUAL DRAINS, QUICK-COUPLER VALVES, CONTROL WIRE RUNS NOT IN MAINLINE DITCH AND BOTH ENDS OF SLEEVES.
         D) TAKE DIMENSIONS FROM PERMANENT CONSTRUCTED SURFACES OR EDGES LOCATED AT OR ABOVE FINISH GRADE.
         E) TAKE AND RECORD DIMENSIONS AT TIME OF INSTALLATION.
      4) PROVIDE PHOTOGRAPHS PRIOR TO BURIAL OF KEY ELEMENTS.

   E. FINAL PAYMENT FOR SYSTEM WILL NOT BE AUTHORIZED UNTIL CLOSEOUT SUBMITTALS ARE RECEIVED AND ACCEPTED BY ARCHITECT AND LANDSCAPE ARCHITECT..

6. REGULATORY REQUIREMENTS:
   A. WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH LATEST RULES AND REGULATIONS, AND OTHER APPLICABLE STATE OR LOCAL LAWS.
   B. NOTHING IN CONTRACT DOCUMENTS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

7. QUALIFICATIONS:
   A. IRRIGATION SUBCONTRACTOR:
      1. COMPANY SPECIALIZING IN PERFORMING WORK OF THIS SECTION.
      2. MINIMUM FIVE (5) YEARS EXPERIENCE IN IRRIGATION SPRINKLER INSTALLATIONS.
      3. MINIMUM FIVE (5) SATISFACTORILY COMPLETED IRRIGATION SPRINKLER INSTALLATIONS IN PAST THREE (3) YEARS OF PROJECTS SIMILAR IN SIZE, SCOPE, AND COMPLEXITY REQUIRED FOR THIS PROJECT BEFORE BIDDING.
      4. USE TRAINED PERSONNEL FAMILIAR WITH REQUIRED IRRIGATION SPRINKLER PROCEDURES AND CONTRACT DOCUMENTS.
      5. FOREMAN OR SUPERVISOR REQUIRED TO ATTEND SITE MEETINGS.
      6. UPON REQUEST, SUBMIT DOCUMENTATION.
   B. IRRIGATION INSTALLER:
      1. PERFORM INSTALLATION UNDER DIRECTION OF FOREMAN OR SUPERVISOR.
      2. MINIMUM THREE (3) YEARS EXPERIENCE IN IRRIGATION SPRINKLER INSTALLATIONS SIMILAR IN SIZE, SCOPE, AND COMPLEXITY.

8. WARRANTY:
   WARRANTY IRRIGATION SYSTEM FOR PERIOD OF ONE (1) YEAR FROM DATE OF SUBSTANTIAL COMPLETION. AS PART OF WARRANTY, INSTALLER SHALL PERFORM FOLLOWING:
   1) FILLING AND REPAIRING DEPRESSIONS AND REPLACING PLANTINGS DUE TO SETTLEMENT OF IRRIGATION SYSTEM TRENCHES.
   2) REPAIRING FAULTY EQUIPMENT, WIRING AND PIPE INSTALLATIONS.
   3) REPAIRING EQUIPMENT AND PIPE NOT PROPERLY WINTERIZED.

9. VERIFICATION OF CONDITIONS:
   A. PERFORM SOURCE PRESSURE TEST AT STUB-OUT ON MAIN WATER LINE PROVIDED FOR IRRIGATION SYSTEM, OR AT NEAR-BY FIRE HYDRANT.
   B. NOTIFY ARCHITECT IF PRESSURES OVER 70 PSI (480 KPA) OR UNDER 55 PSI (379 KPA) ARE FOUND TO DETERMINE IF SOME RE-DESIGN OF SYSTEM IS NECESSARY BEFORE BEGINNING WORK ON SYSTEM.

10. PROTECTION:
   A. REPAIR OR REPLACE WORK DAMAGED DURING COURSE OF WORK AT NO ADDITIONAL COST TO OWNER. IF DAMAGED WORK IS NEW, INSTALLER OF ORIGINAL WORK SHALL PERFORM REPAIR OR REPLACEMENT.
   B. DO NOT CUT EXISTING TREE ROOTS MEASURING OVER 2 INCHES (50 MM) IN DIAMETER IN ORDER TO INSTALL IRRIGATION LINES.

11. LAYOUT OF IRRIGATION SYSTEM:
   A. LOCATION OF IRRIGATION EQUIPMENT SHOWN ON CONTRACT DRAWINGS IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS IS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE WITHOUT SPRAYING ONTO BUILDINGS, SIDEWALKS, FENCES, ETC.
   B. DURING LAYOUT, CONSULT WITH ARCHITECT TO VERIFY PROPER PLACEMENT AND MAKE RECOMMENDATIONS, WHERE REVISIONS ARE ADVISABLE.
   C. MINOR ADJUSTMENTS IN SYSTEM LAYOUT WILL BE PERMITTED TO AVOID EXISTING FIXED OBSTRUCTIONS.
   D. MAKE CERTAIN CHANGES FROM CONTRACT DOCUMENTS ARE SHOWN ON RECORD DRAWINGS.

12. TRENCHING AND BACKFILLING:
   A. PULLING OF PIPE IS NOT PERMITTED.
   B. EXCAVATE TRENCHES TO SPECIFIED DEPTH. REMOVE ROCKS LARGER THAN 1-1/2 INCH (38 MM) IN ANY DIRECTION FROM BOTTOM OF TRENCH. SEPARATE OUT ROCKS LARGER THAN 1-1/2 INCH (38 MM) IN ANY DIRECTION UNCOVERED IN TRENCHING OPERATION FROM EXCAVATED MATERIAL AND REMOVE FROM AREAS TO RECEIVE LANDSCAPING.
   C. COVER PIPE BOTH TOP AND SIDES WITH 2 INCHES (50 MM) OF ROCK-FREE SOIL OR SAND. REMAINDER OF BACKFILL TO TOPSOIL DEPTH USING NATIVE MATERIAL.
   D. DO NOT COVER PRESSURE MAIN, IRRIGATION PIPE, OR FITTINGS UNTIL LANDSCAPE ARCHITECT HAS INSPECTED AND APPROVED SYSTEM.

13. SLEEVING:
   A. SLEEVE WATER LINES AND CONTROL WIRES UNDER WALKS AND PAVING. EXTEND SLEEVES 6 INCHES (150 MM) MINIMUM BEYOND WALK OR PAVEMENT EDGE. COVER SLEEVE ENDS UNTIL PIPES AND WIRES ARE INSTALLED TO KEEP SLEEVE CLEAN AND FREE OF DIRT AND DEBRIS.
   B. POSITION SLEEVES WITH RESPECT TO BUILDINGS AND OTHER OBSTRUCTIONS SO PIPE CAN BE EASILY REMOVED.
   C. INSTALL SLEEVES AND CONDUIT BEFORE INSTALLATION OF CAST-IN-PLACE CONCRETE SITE ELEMENTS AND PAVING. COORDINATE WITH APPROPRIATE SUB-CONTRACTOR AS NEEDED FOR TIMELY INSTALLATION.

14. GRADES AND DRAINING:
   IN LOCALITIES WHERE WINTERIZATION IS REQUIRED, GRADE PIPING SO SYSTEM CAN BE COMPLETELY DRAINED OR BLOWN OUT WITH COMPRESSED AIR. IF SYSTEM IS NOT DESIGNED TO BE BLOWN OUT WITH COMPRESSED AIR:
   1. SLOPE PIPE TO DRAIN TO CONTROL VALVE BOX WHERE POSSIBLE.
   2. WHERE THIS IS NOT POSSIBLE, SLOPE PIPE TO MINIMUM NUMBER OF LOW POINTS. AT THESE LOW POINTS, INSTALL:
      a) 3/4 INCH (19 MM) BRASS BALL VALVE FOR MANUAL DRAIN. DO NOT USE AUTOMATIC DRAIN VALVES.
      b) INSTALL 2 INCH (60 MM) CLASS 200 PVC PIPE OVER TOP OF DRAIN AND CUT AT FINISH GRADE.
      c) PROVIDE RUBBER VALVE CAP MARKER.
      d) PROVIDE ONE CU FT (0.03 CU M) PEA GRAVEL SUMP AT OUTLET OF EACH DRAIN.
   3. SLOPE PIPES UNDER PARKING AREAS OR DRIVEWAYS TO DRAIN OUTSIDE THESE AREAS.
   4. PROVIDE AND INSTALL QUICK-COUPLING VALVE OR VALVES IN LOCATION FOR EASY BLOWOUT OF ENTIRE SYSTEM. INSTALL QUICK COUPLER VALVES WITH 2 LINEAL FEET (0.60 M) MINIMUM OF GALVANIZED PIPE BETWEEN VALVE AND MAIN LINE.

15. INSTALLATION OF PIPE:
   A. INSTALL PIPE IN MANNER TO PROVIDE FOR EXPANSION AND CONTRACTION AS RECOMMENDED BY MANUFACTURER.
   B. UNLESS OTHERWISE INDICATED ON CONTRACT DRAWINGS, INSTALL MAIN LINES WITH MINIMUM COVER OF 18 INCHES (450 MM) BASED ON FINISHED GRADE. INSTALL LATERAL LINES, INCLUDING THOSE CONNECTING DRIP TUBING, WITH MINIMUM OF 12 INCHES (300 MM) OF COVER BASED ON FINISH GRADE.
   C. INSTALL PIPE AND WIRES UNDER DRIVEWAYS OR PARKING AREAS IN SPECIFIED SLEEVES 18 INCHES (450 MM) BELOW FINISH GRADE OR AS SHOWN ON CONTRACT DRAWINGS.
   D. LOCATE PIPE SO NO SPRINKLER HEAD WILL BE CLOSER THAN 12 INCHES (300 MM) FROM BUILDING FOUNDATION.
   E. CUT PLASTIC PIPE SQUARE. REMOVE BURRS AT CUT ENDS BEFORE INSTALLATION SO UNOBSTRUCTED FLOW WILL RESULT.
   F. MAKE SOLVENT WELD JOINTS AS FOLLOWS:
      1. DO NOT MAKE SOLVENT WELD JOINTS IF AMBIENT TEMPERATURE IS BELOW 35 DEG F (2 DEG C).
      2. CLEAN MATING PIPE AND FITTING WITH CLEAN, DRY CLOTH AND APPLY ONE (1) COAT OF PRIMER TO EACH SURFACE.
      3. APPLY UNIFORM COAT OF SOLVENT CEMENT TO OUTSIDE OF PIPE AND INSIDE OF FITTING.
      4. APPLY SOLVENT CEMENT TO FITTING IN SIMILAR MANNER.
      5. INSERT PIPE COMPLETELY INTO FITTING.
      6. GIVE PIPE OR FITTING QUARTER TURN TO INSURE EVEN DISTRIBUTION OF SOLVENT AND MAKE SURE PIPE IS INSERTED TO FULL DEPTH OF FITTING SOCKET.
      7. ALLOW JOINTS TO SET AT LEAST TWENTY-FOUR (24) HOURS BEFORE APPLYING PRESSURE TO PVC PIPE.
   G. TAPE THREADED CONNECTIONS WITH TEFLON TAPE.
   H. IF PIPE IS LARGER THAN 3 INCHES (75 MM), INSTALL JOINT RESTRAINTS WHEREVER CHANGE OF DIRECTION OCCURS ON PVC MAIN LINES.

16. CONTROL VALVES AND CONTROL VALVE WIRING:
   A. INSTALL VALVES IN PLASTIC BOXES WITH REINFORCED HEAVY-DUTY PLASTIC COVERS. LOCATE VALVE BOXES WITHIN 12 INCHES (300 MM) TO 24 INCHES (600 MM) OF SIDEWALKS AND SHRUB BED EDGES WITH TOPS AT FINISH GRADE. DO NOT INSTALL MORE THAN ONE (1) VALVE IN SINGLE BOX.
   B. INSTALL EQUIPMENT FOR EASE OF REMOVAL.
   C. PLACE 3 INCHES (75 MM) MINIMUM OF PEA GRAVEL BELOW BRICKS SUPPORTING VALVE BOXES TO DRAIN BOX. SET VALVE BOXES OVER VALVE SO ALL PARTS OF VALVE CAN BE REACHED FOR SERVICE. SET COVER OF VALVE BOX EVEN WITH FINISH GRADE. VALVE BOX CAVITY SHALL BE REASONABLY FREE FROM DIRT AND DEBRIS.
   D. WIRING:
      1. USE WATERPROOF WIRE CONNECTORS CONSISTING OF PROPERLY-SIZED WIRE NUT AND GREASE CAP AT SPLICES AND LOCATE ALL SPLICES WITHIN VALVE BOXES.
         a) WIRE LENGTH FROM ANY DECODER TO THE CONTROLLER SHALL BE NO MORE THAN 8,500 FT (2 590 M).
         b) DO NOT LOOP WIRING.
         c) INSTALL LIGHTNING ARRESTOR(S) AS PER MANUFACTURER'S RECOMMENDATIONS.
         d) FOLLOW ALL OTHER MANUFACTURER RECOMMENDATIONS WHEN INSTALLING WIRE.
      2. TRADITIONAL WIRING:
         a) TAPE CONTROL WIRE TO SIDE OF MAIN LINE EVERY 10 FEET (3.050 M). WHERE CONTROL WIRE LEAVES MAIN OR LATERAL LINE, ENCLOSE IT IN GRAY CONDUIT.
         b) USE WHITE OR GRAY COLOR FOR COMMON WIRE AND OTHER COLORS FOR ALL OTHER WIRE. EACH COMMON WIRE MAY SERVE ONLY ONE (1) CONTROLLER.
         c) RUN ONE (1) SPARE CONTROL WIRE FROM PANEL CONTINUOUSLY FROM VALVE TO VALVE THROUGHOUT SYSTEM SIMILAR TO COMMON WIRE FOR USE AS REPLACEMENT IF WIRE FAILS:
            1) RUN SPARE WIRE TO EACH BRANCH OF SYSTEM.
            2) SPARE WIRE SHALL BE DIFFERENT COLOR THAN OTHER WIRES. USE OF GREEN WIRE IS NOT ACCEPTABLE.
            3) MARK SPARE CONTROL WIRE VISIBLY WITHIN RECEIVE VALVE BOX AS AN 'UN-CONNECTED WIRE'. EXTEND SPARE CONTROL WIRES 24 INCHES (600 MM) AND LEAVE COILED IN EACH VALVE BOX. MARK SPARE WIRE VISIBLY WITHIN CONTROLLER AS 'UN-CONNECTED WIRE'.
   E. ARRANGE VALVE STATIONS TO OPERATE IN AN EASY-TO-VIEW PROGRESSIVE SEQUENCE AROUND BUILDING. TAG VALVES WITH WATERPROOF LABELS SHOWING FINAL SEQUENCE STATION ASSIGNMENTS.

17. SPRINKLER HEADS AND ROTOR POP-UPS:
   A. SET SPRINKLER HEADS AND QUICK-COUPLING VALVES PERPENDICULAR TO FINISH GRADE.
   B. DO NOT INSTALL SPRINKLERS USING SIDE INLETS. INSTALL USING BASE INLETS ONLY.
   C. HEADS IMMEDIATELY ADJACENT TO MOW STRIPS, WALKS, OR CURBS SHALL BE

PLANTING NOTES:

1. BEFORE PROCEEDING WITH WORK, CHECK AND VERIFY DIMENSIONS AND QUANTITIES. REPORT VARIATIONS BETWEEN DRAWINGS AND SITE TO LANDSCAPE ARCHITECT BEFORE PROCEEDING.

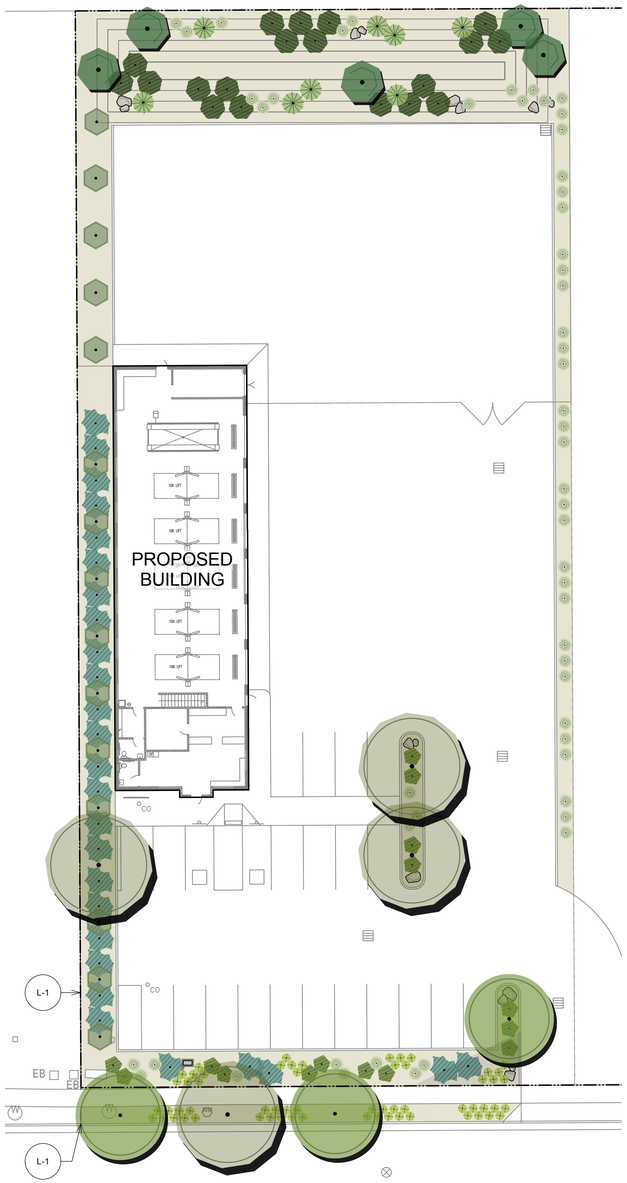
2. PLANT TOTALS ARE FOR CONVENIENCE ONLY AND ARE NOT GUARANTEED. VERIFY AMOUNTS SHOWN ON CONTRACT DOCUMENTS. ALL PLANTING INDICATED ON CONTRACT DOCUMENTS IS REQUIRED UNLESS INDICATED OTHERWISE.

3. LAYOUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS:
   A.STAKE LOCATIONS AND OUTLINE AREAS.
   B.SECURE LANDSCAPE ARCHITECT'S APPROVAL BEFORE PLANTING.
   C.MAKE MINOR ADJUSTMENTS AS MAY BE REQUESTED.

4. MAINTENANCE:
   A.GENERAL:
      1. BEFORE BEGINNING MAINTENANCE PERIOD, PLANTS SHALL BE IN AT LEAST AS SOUND, HEALTHY, VIGOROUS, AND IN APPROVED CONDITION AS WHEN DELIVERED TO SITE, UNLESS ACCEPTED BY ARCHITECT IN WRITING AT FINAL LANDSCAPE INSPECTION.
      2. MAINTAIN LANDSCAPING FOR THIRTY (30) CONTINUOUS DAYS MINIMUM AFTER SUBSTANTIAL COMPLETION. IF MAINTENANCE PERIOD IS INTERRUPTED BY NON-GROWING SEASON OR IRRIGATION WINTER SHUT-DOWN, BEGIN MAINTENANCE PERIOD AFTER START OF GROWING SEASON AS AGREED WITH ARCHITECT, AND CONTINUE ONE (1) CONTINUOUS MONTH THEREFROM.
      3. REPLACE LANDSCAPING THAT IS DEAD OR APPEARS UNHEALTHY OR NON-VIGOROUS AS DIRECTED BY ARCHITECT BEFORE END OF MAINTENANCE PERIOD. MAKE REPLACEMENTS WITHIN TEN (10) DAYS OF NOTIFICATION. LAWN BEING REPLACED SHALL BE GUARANTEED AND MAINTAINED AN ADDITIONAL THIRTY (30) DAYS FROM DATE OF REPLACEMENT.
   B. SEEDED LAWN:
      1. SEEDED LAWN AREAS WILL NOT BE ACCEPTED AS COMPLETE AND THIRTY (30) DAY MAINTENANCE PERIOD WILL NOT BEGIN UNTIL UNIFORM STAND OF GRASS AT LEAST 3 INCHES (75 MM) TALL HAS BEEN OBTAINED.
      2. AFTER GRASS IS ESTABLISHED AND 3 INCHES (75 MM) TALL, MOW LAWN AREAS AT LEAST WEEKLY TO A HEIGHT OF 2 INCHES (50 MM). DURING THIS PERIOD, PERFORM WORK NECESSARY TO MAINTAIN A FULL, EVEN STAND OF GRASS.
      3. AT END OF THIRTY (30) DAYS OF MAINTENANCE PERIOD, FERTILIZE LAWNS.
      4. APPLY HERBICIDES AS NECESSARY IN ORDER TO OBTAIN WEED FREE LAWN. APPLY HERBICIDE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS DURING CALM WEATHER WHEN AIR TEMPERATURE IS BETWEEN 50 AND 80 DEG F (10 AND 27 DEG C).
   C. SODDED LAWN:
      1. MAINTAIN SODDED LAWN AREAS UNTIL LAWN COMPLIES WITH SPECIFIED REQUIREMENTS AND THROUGHOUT MAINTENANCE PERIOD.
      2. WATER SODDED AREAS IN SUFFICIENT QUANTITIES AND AT REQUIRED FREQUENCY TO MAINTAIN SUB-SOIL IMMEDIATELY UNDER SOD CONTINUOUSLY MOIST 3 TO 4 INCHES (75 TO 100 MM) DEEP.
      3. CUT GRASS FIRST TIME WHEN IT REACHES 3 INCHES (75 MM) HIGH. CONTINUE TO MOW AT LEAST ONCE EACH WEEK THROUGHOUT MAINTENANCE PERIOD. REMOVE CLIPPINGS.
      4. APPLY HERBICIDE AS NECESSARY TO MAINTAIN WEED-FREE LAWN. APPLY HERBICIDE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS DURING CALM WEATHER WHEN AIR TEMPERATURE IS BETWEEN 50 AND 80 DEG F (10 AND 27 DEG C).
      5. AT END OF THIRTY (30) DAY MAINTENANCE PERIOD, FERTILIZE LAWNS.
   D. TREES, SHRUBS, AND PLANTS:
      1. MAINTAIN BY PRUNING, CULTIVATING, AND WEEDING AS REQUIRED FOR HEALTHY GROWTH.
      2. RESTORE PLANTING BASINS.
      3. TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES AND SHRUBS TO PROPER GRADES OR VERTICAL POSITIONS AS REQUIRED.
      4. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
      5. PROVIDE SUPPLEMENTAL WATER BY HAND AS NEEDED IN ADDITION TO WATER FROM SPRINKLING SYSTEM.

5. PROTECTION:
   A. PROTECT PLANTED AREAS AGAINST TRAFFIC OR OTHER USE IMMEDIATELY AFTER PLANTING IS COMPLETED BY PLACING ADEQUATE WARNING SIGNS AND BARRICADES.
   B. PROVIDE ADEQUATE PROTECTION OF PLANTED AREAS AGAINST TRESPASSING, EROSION, AND DAMAGE OF ANY KIND. REMOVE THIS PROTECTION AFTER ARCHITECT HAS ACCEPTED PLANTED AREAS.
   C. TAKE CARE IN PERFORMING LANDSCAPING WORK TO AVOID CONDITIONS THAT WILL CREATE HAZARDS. POST SIGNS OR BARRIERS AS REQUIRED.
   D. PROVIDE ADEQUATE MEANS FOR PROTECTION FROM DAMAGE THROUGH EXCESSIVE EROSION, FLOODING, HEAVY RAINS, ETC. REPAIR OR REPLACE DAMAGED AREAS.
   E. KEEP SITE WELL DRAINED AND LANDSCAPE EXCAVATIONS DRY.

6. WARRANTY:
   1. PROVIDE WRITTEN WARRANTIES AS FOLLOWS:
      A. WARRANTY WILL EXTEND THIRTY (30) CONTINUOUS DAYS MINIMUM AFTER SUBSTANTIAL COMPLETION. IF A CONTINUOUS FIRST THIRTY (30) DAYS OF THE WARRANTY PERIOD IS INTERRUPTED BY NON-GROWING SEASON OR IRRIGATION WINTER SHUT-DOWN, BEGIN WARRANTY PERIOD AFTER START OF GROWING SEASON AS AGREED ON WITH ARCHITECT. THEREAFTER, CONTINUE WARRANTY PER THE PERIOD DESCRIBED HEREIN.
      B. WARRANTY SHRUBS, GROUND COVERS, AND V



SPLIT ROCK DRIVE

NORTH

0 20 40 60 FT

LANDSCAPE SCHEDULE

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	SIZE AT MATURITY (SPREAD x HEIGHT)	DETAIL
DECIDUOUS TREES						
	3	THORNLESS COCKSPUR HAWTHORN	CRATAEGUS CRUS-GALLI 'INERMIS'	1-1/2" CAL.	25-30' x 25-30'	D/L5.01
	4	FRONTIER ELM	ULMUS 'FRONTIER'	1-1/2" CAL.	35-45' x 60'	D/L5.01
EVERGREEN TREES						
	5	ROCKY MOUNTAIN JUNIPER	JUNIPERUS SCOPULORUM	6' HT.	10-15' x 30'	E/L5.01
SHRUBS						
	55	SAND SAGEBRUSH	ARTEMISIA FILIFOLIA	5 GAL.	4' x 4'	B/L5.01
	8	REDTWIG DOGWOOD	CORNUS SERICEA 'BAILEYI'	5 GAL.	6" x 8'	B/L5.01
	27	HUGHES CREEPING JUNIPER	JUNIPERUS HORIZONTALIS 'HUGHES'	5 GAL.	8' x 1'	B/L5.01
	15	JADE PARADE SAND CHERRY	PRUNUS PUMILA 'UCONNPP002' PP33,014	5 GAL.	6' x 3'	B/L5.01
	19	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	5 GAL.	7' x 2'	B/L5.01
	15	BUFFALOBERRY	SHEPHERDIA ARGENTEA	5 GAL.	8' x 12'	B/L5.01
ORNAMENTAL GRASSES						
	59	ATLAS FESCUE	FESTUCA MAIREI	1 GAL.	2-1/2' x 2-1/2'	A/L5.01

SYMBOL	QTY.	DESCRIPTION	INSTRUCTIONS	SIZE	SOURCE	DETAIL
BOULDERS						
	16	"BROWNS CANYON" BOULDERS	BURY 1/3 THE DEPTH OF THE BOULDER INTO FINISH GRADE. DO NOT USE BOULDERS THAT ARE LESS THAN 24" DIAMETER. BOULDER SHALL BE WASHED AND FREE OF DIRT AND OTHER FOREIGN DEBRIS	2'-4' DIAMETER IN ALL DIRECTIONS	BOULDERS FROM BROWN'S CANYON QUARRY. CONTACT ONE SOURCE MATERIALS, ONESOURCEMATERIALS.COM, (385) 447-9374.	F/L5.01
CRUSHED ROCK						
	10,100 S.F.	"BROWNS CANYON" CRUSHED ROCK	INSTALLED A MINIMUM 3" DEEP. INSTALL OVER DEWITTS 4.1 WEED BARRIER FABRIC. CRUSHED ROCK SHALL BE FREE OF DIRT & OTHER FOREIGN DEBRIS.	1" DIAMETER	CRUSHED ROCK FROM BROWN'S CANYON QUARRY. CONTACT ONE SOURCE MATERIALS, ONESOURCEMATERIALS.COM, (385) 447-9374.	G/L5.01

2

"BROWNS CANYON" CRUSHED ROCK TO BE TAN/LIGHT BROWN IN COLOR

ALWAYS PLANT ACCORDING TO CENTER POINT OF THE SYMBOL

REFERENCE NOTES

L-1. 1/4" x 6" METAL EDGING
DETAIL I/L5.01

GENERAL NOTE

1. REFER TO COMMON EARTHWORK, TOPSOIL & GRADING, AND PLANTING NOTES ON SHEET L0.01
2. PROPERTY OWNER SHALL MAINTAIN PARKSTRIP LANDSCAPING.

EAGLE MOUNTAIN CITY DATA

CH: 17.60 - LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

ZONED AS	LIGHT MANUFACTURING/DISTRIBUTION (LMD)	
TOTAL SITE AREA	41,538 S.F.	
ON-SITE LANDSCAPE AREA	9,511 S.F. = 23%	
	REQUIRED	PROVIDED
GENERAL:		
PLANT COVERAGE	50% MIN.	50%
REQUIRED TREES - 1 PER 1,000 S.F. OF LANDSCAPE AREA	8,697 S.F. / 1,000 = 9	9
DROUGHT TOLERANT PLANT SPECIES - 50% MIN.		9 /11 = 82%
MIN. DECIDUOUS TREE SIZE	1-1/2" CAL.	YES
MIN. EVERGREEN TREE SIZE	6' HT.	YES
PARKSTRIPS:		
PLANT COVERAGE	30% MIN.	30%

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
Call BEFORE YOU Dig
1-800-662-4111

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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Structural Engineering • Land Surveying & HDS

STATE OF UTAH
12/23/2025
SCOTT A. SCHOONOVER
349757
REGISTERED LANDSCAPE ARCHITECT

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

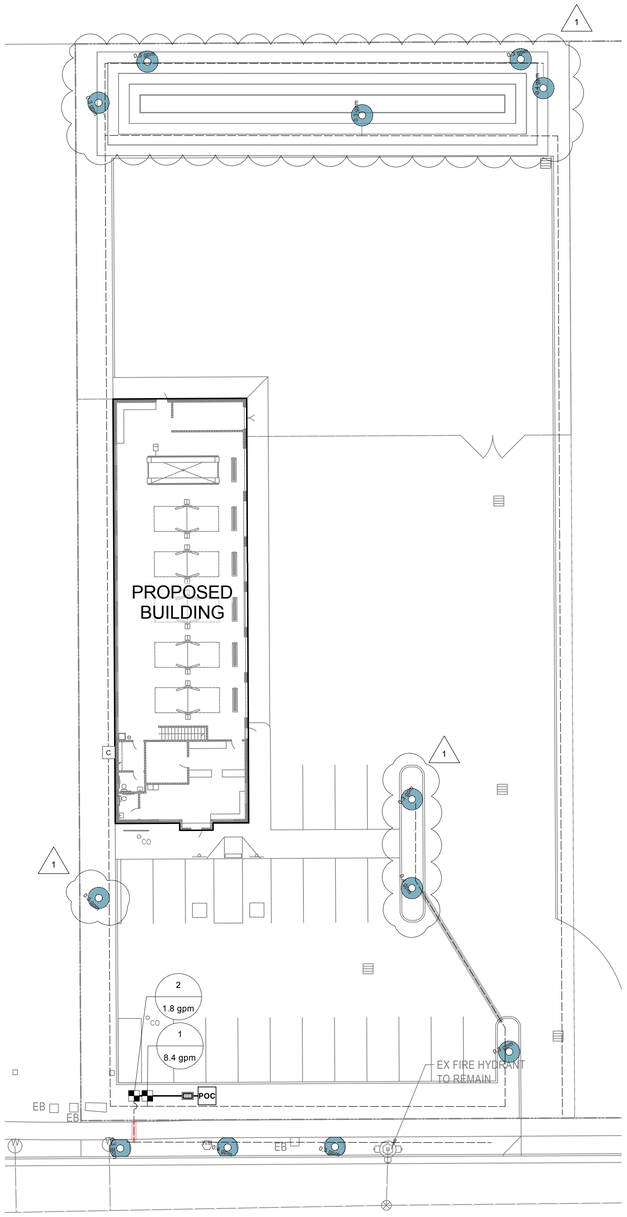
REVISIONS

REV	DATE	DESCRIPTION
A	11-11-25	CITY REVIEW COMMENTS #1
B	12-23-25	CITY REVIEW COMMENTS #2

PROJECT NO: 25446
DRAWN BY: TG
CHECKED BY: SS
DATE: AUGUST 2025
PROPERTY NO:

LANDSCAPE PLANTING PLAN

L2.01



IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL	DETAIL
DRIP AREAS				
	TREE DRIP RING W/ ROWS SPACED @ 24" APART	NETAFIM	TLCV9-12	E/L5.02
VALVES				
	DRIP CIRCUIT CONTROL VALVE	RAIN BIRD	XCZ-100-PRB-COM DRIP ZONE KIT WITH 100-PEB CONTROL VALVE AND BASKET FILTER WITH BUILT-IN PRV	C/L5.02
OTHER EQUIPMENT				
C	IRRIGATION CONTROLLER WITH RAIN SHUTOFF DEVICE	RAIN BIRD	ESP8LXME	G/L5.03
POC	POINT OF CONNECTION			A/L5.03
	CONCRETE PAD FOR BACKFLOW PREVENTER			C/L5.03

SYMBOL	TYPE	MATERIAL	DETAIL
PIPE			
	1" DRIP SUPPLY LINE. 1/2" SWING PIPE (FUNNY PIPE) AND EMITTERS NOT SHOWN ON PLAN FOR GRAPHIC CLARITY.	SCHEDULE 40 PVC PIPE WITH SCHEDULE 40 PVC FITTINGS.	A/L5.02
	1" MAIN LINE	SCHEDULE 40 PVC PIPE WITH SCHEDULE 80 PVC FITTINGS.	A/L5.02
	PIPE SLEEVE UNDER NEW PAVING	SCHEDULE 40 PVC	B/L5.02
	PIPE SLEEVE UNDER EXISTING PAVING	SCHEDULE 40 PVC	I/L5.03

— VALVE NUMBER
gpm — VALVE FLOW

EMITTER SCHEDULE

PLANT NAME	DRIP EMISSION DEVICE	MANUFACTURER	MODEL	DETAIL
FRONTIER ELM	TREE DRIP RING	NETAFIM	TLCV9-12	E/L5.02
ROCKY MOUNTAIN JUNIPER	TREE DRIP RING	NETAFIM	TLCV9-12	E/L5.02
THORNLESS COCKSPUR HAWTHORN	TREE DRIP RING	NETAFIM	TLCV9-12	E/L5.02
ATLAS FESCUE	(1) 1-GPH Emitter	RAIN BIRD IRRIGATION	XBT10 (BLACK)	D/L5.02
BUFFALOBERRY	(1) 5-GPH Emitter	RAIN BIRD IRRIGATION	PCT05 (BEIGE)	D/L5.02
GRO-LOW FRAGRANT SUMAC	(1) 2-GPH Emitter	RAIN BIRD IRRIGATION	XBT20 (RED)	D/L5.02
HUGHES CREEPING JUNIPER	(1) 2-GPH Emitter	RAIN BIRD IRRIGATION	XBT20 (RED)	D/L5.02
JADE PARADE SAND CHERRY	(1) 2-GPH Emitter	RAIN BIRD IRRIGATION	XBT20 (RED)	D/L5.02
REDTWIG DOGWOOD	(1) 5-GPH Emitter	RAIN BIRD IRRIGATION	PCT05 (BEIGE)	D/L5.02
SAND SAGEBRUSH	(1) 1-GPH Emitter	RAIN BIRD IRRIGATION	XBT10 (BLACK)	D/L5.02

GENERAL NOTE

1. REFER TO IRRIGATION NOTES ON SHEET L0.01

NORTH

0 20 40 60 FT

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
Call BEFORE YOU Dig
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STATE OF UTAH
11/11/2025
SCOTT A. SCHOONOVER
349757
LICENSED LANDSCAPE ARCHITECT

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

REV	DATE	DESCRIPTION
1	11-11-25	CITY REVIEW COMMENTS

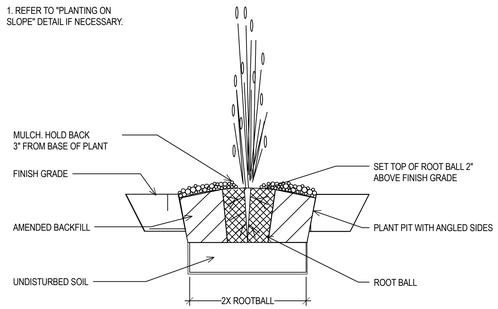
PROJECT NO: 25446
DRAWN BY: TG
CHECKED BY: SS
DATE: AUGUST 2025
PROPERTY NO:

LANDSCAPE IRRIGATION PLAN

L3.01

NOTE:

1. REFER TO "PLANTING ON SLOPE" DETAIL IF NECESSARY.

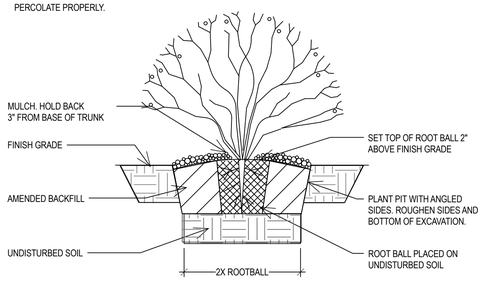


A GRASSES AND PERENNIALS

NO SCALE

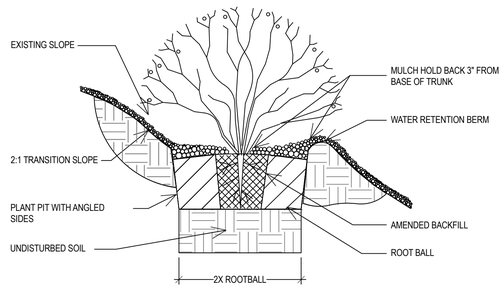
NOTES:

1. REFER TO "PLANTING ON SLOPE" DETAIL IF NECESSARY.
2. AMENDED BACKFILL SHALL BE A BLENDED MIXTURE OF THREE (3) PARTS EXCAVATED SOIL OR IMPORTED TOPSOIL AND ONE (1) PART WELL ROTTED COMPOSTED MANURE, APPROVED COMMERCIAL MIX, OR OTHER AMENDMENT RECOMMENDED IN TOPSOIL TESTING REPORT.
3. DO NOT PLANT IN HOLES THAT DO NOT DRAIN OR PERCOLATE PROPERLY.



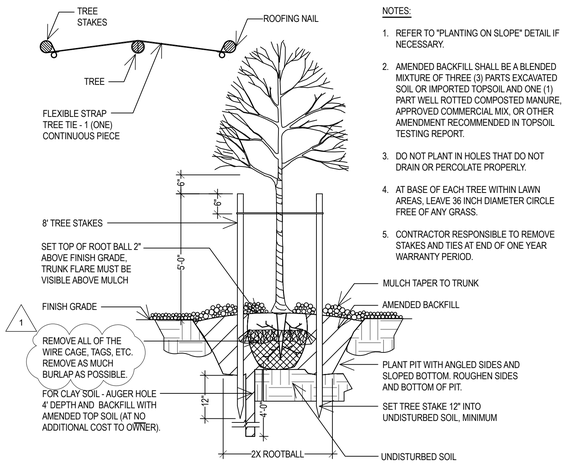
B SHRUB PLANTING

NO SCALE



C PLANTING ON SLOPE

NO SCALE

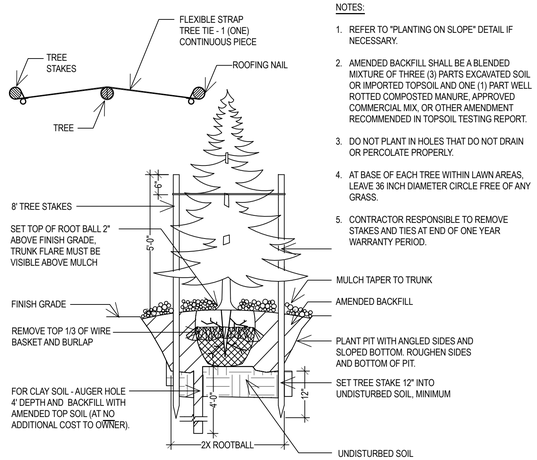


NOTES:

1. REFER TO "PLANTING ON SLOPE" DETAIL IF NECESSARY.
2. AMENDED BACKFILL SHALL BE A BLENDED MIXTURE OF THREE (3) PARTS EXCAVATED SOIL OR IMPORTED TOPSOIL AND ONE (1) PART WELL ROTTED COMPOSTED MANURE, APPROVED COMMERCIAL MIX, OR OTHER AMENDMENT RECOMMENDED IN TOPSOIL TESTING REPORT.
3. DO NOT PLANT IN HOLES THAT DO NOT DRAIN OR PERCOLATE PROPERLY.
4. AT BASE OF EACH TREE WITHIN LAWN AREAS, LEAVE 36 INCH DIAMETER CIRCLE FREE OF ANY GRASS.
5. CONTRACTOR RESPONSIBLE TO REMOVE STAKES AND TIES AT END OF ONE YEAR WARRANTY PERIOD.

D DECIDUOUS TREE

NO SCALE



NOTES:

1. REFER TO "PLANTING ON SLOPE" DETAIL IF NECESSARY.
2. AMENDED BACKFILL SHALL BE A BLENDED MIXTURE OF THREE (3) PARTS EXCAVATED SOIL OR IMPORTED TOPSOIL AND ONE (1) PART WELL ROTTED COMPOSTED MANURE, APPROVED COMMERCIAL MIX, OR OTHER AMENDMENT RECOMMENDED IN TOPSOIL TESTING REPORT.
3. DO NOT PLANT IN HOLES THAT DO NOT DRAIN OR PERCOLATE PROPERLY.
4. AT BASE OF EACH TREE WITHIN LAWN AREAS, LEAVE 36 INCH DIAMETER CIRCLE FREE OF ANY GRASS.
5. CONTRACTOR RESPONSIBLE TO REMOVE STAKES AND TIES AT END OF ONE YEAR WARRANTY PERIOD.

E EVERGREEN TREE

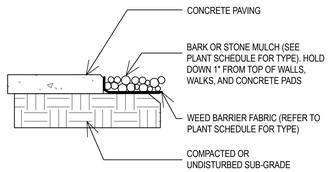
NO SCALE

F BOULDER

NO SCALE

NOTES:

1. APPLY PRE-EMERGENT HERBICIDE TO SHRUB AND GROUND COVER PLANTING AREAS AND GRASS-FREE AREAS AT TREES IN LAWN PRIOR TO PLACEMENT OF WEED BARRIER FABRIC AND MULCH.
2. PRE-EMERGENT SHALL BE "SURFLAN AS" (LIQUID) BY UNITED PHOSPHORUS INC, TRENTON, NJ, OR APPROVED EQUAL.
3. INSTALL MULCH TO UNIFORM DEPTH AND RAKE TO NEAT FINISHED APPEARANCE FREE OF HUMPS AND DEPRESSIONS.



G MULCH

NO SCALE

NOTE:

EDGING SHALL BE COL-MET COMMERCIAL EDGING WITH BLACK POWDER COATING FINISH. MINIMUM 16" LONG STAKES - 4 STAKES PER 10'-0" SECTION.

H METAL EDGING

NO SCALE

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STATE OF UTAH
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LICENSED LANDSCAPE ARCHITECT

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS		
REV	DATE	DESCRIPTION
1	11-11-25	CITY REVIEW COMMENTS

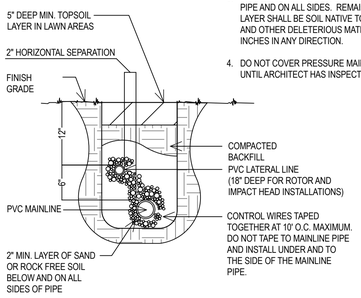
PROJECT NO:	25446
DRAWN BY:	TG
CHECKED BY:	SS
DATE:	AUGUST 2025
PROPERTY NO:	

LANDSCAPE DETAILS

L5.01

NOTES:

1. PULLING OF PIPE IS NOT PERMITTED.
2. EXCAVATE TRENCHES TO SPECIFIED DEPTH. REMOVE ROCKS LARGER THAN 1-1/2 INCH IN ANY DIRECTION FROM BOTTOM OF TRENCH. SEPARATE OUT ROCKS LARGER THAN 1-1/2 INCH IN ANY DIRECTION UNCOVERED IN TRENCHING OPERATION FROM EXCAVATED MATERIAL AND REMOVE FROM AREAS TO RECEIVE LANDSCAPING.
3. INSTALL A 2" MIN. LAYER OF ROCK-FREE SOIL OR SAND UNDER THE PIPE AND ON ALL SIDES. REMAINDER OF BACKFILL TO THE TOPSOIL LAYER SHALL BE SOIL NATIVE TO THE PROJECT SITE FREE OF WOOD AND OTHER DELETERIOUS MATERIALS AND ROCKS OVER 1-1/2 INCHES IN ANY DIRECTION.
4. DO NOT COVER PRESSURE MAIN, IRRIGATION PIPE, OR FITTINGS UNTIL ARCHITECT HAS INSPECTED AND APPROVED SYSTEM.

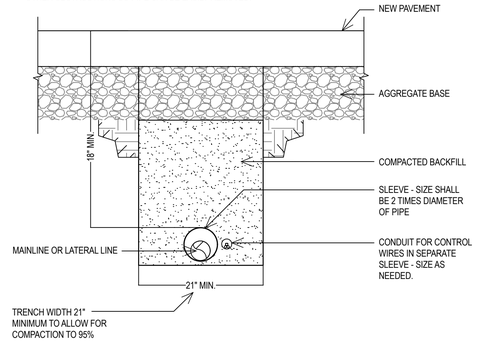


A TRENCH

NO SCALE

NOTES:

1. SLEEVE WATER LINES AND CONTROL WIRES UNDER WALKS AND PAVING. EXTEND SLEEVES 6 INCHES MINIMUM BEYOND WALK OR PAVEMENT EDGE. COVER SLEEVE ENDS UNTIL PIPES AND WIRES ARE INSTALLED TO KEEP SLEEVE CLEAN AND FREE OF DIRT AND DEBRIS.
2. POSITION SLEEVES WITH RESPECT TO BUILDINGS AND OTHER OBSTRUCTIONS SO PIPE CAN BE EASILY REMOVED.

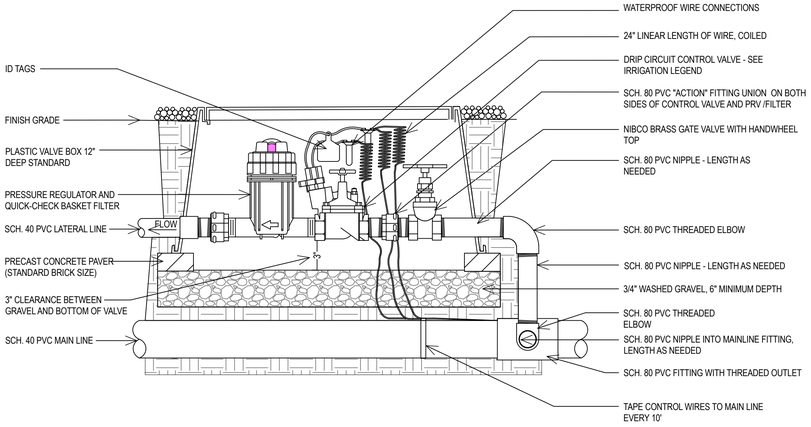


B TRENCH UNDER NEW PAVEMENT

NO SCALE

NOTES:

1. LIMIT (1) DRIP VALVE ASSEMBLY PER BOX
2. INSTALL GREEN COLORED VALVE BOXES AND LIDS IN THE LAWN AREAS AND TAN COLORED BOXES AND LIDS IN THE PLANTING BEDS
3. ALL FITTINGS WITHIN VALVE BOX SHALL BE SCH. 80 PVC AND SAME SIZE AS THE VALVE
4. CONTRACTOR TO REPLACE EXISTING 200 MESH (WHITE) SCREEN WITH A NEW 100 MESH (RED) SCREEN

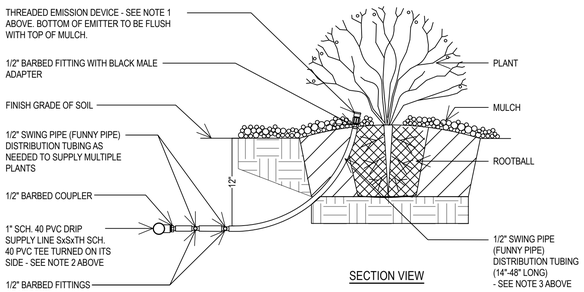


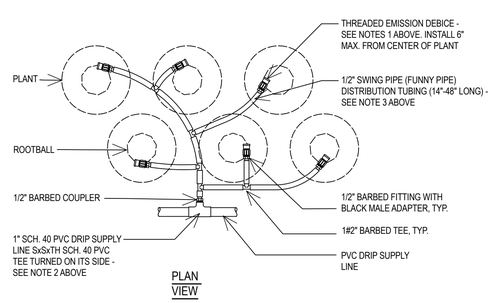
C CONTROL VALVE - DRIP CIRCUIT

NO SCALE

NOTES:

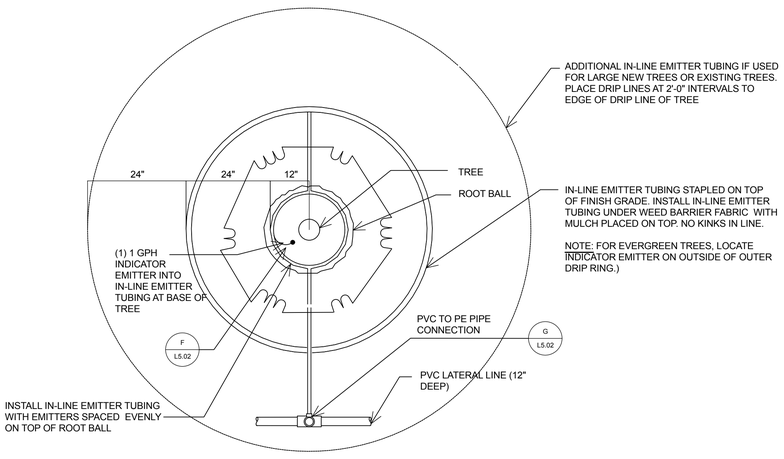
1. SEE EMISSION DEVICE SCHEDULE ON IRRIGATION PLAN FOR TYPE, QUANTITY AND SIZE OF EMISSION DEVICE PER PLANT.
2. INSTALL A MAX. OF (6) EMISSION DEVICES PER PVC CONNECTION.
3. DISTRIBUTION TUBING SHALL BE INSTALLED A MINIMUM OF 12" BELOW FINISHED GRADE AND ONLY BE BROUGHT TO THE SURFACE AT EACH PLANT.





D DRIP EMISSION DEVICE @ SHRUBS

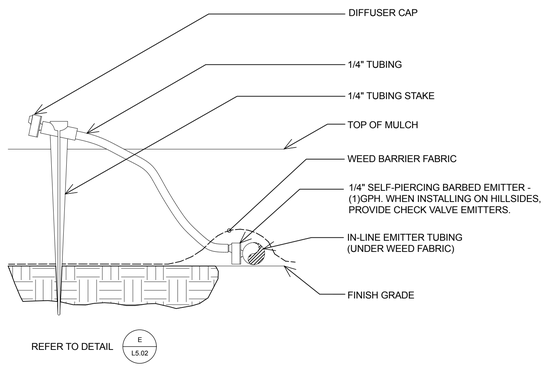
NO SCALE



E TREE DRIP - PLAN VIEW (Planter Areas)

NO SCALE

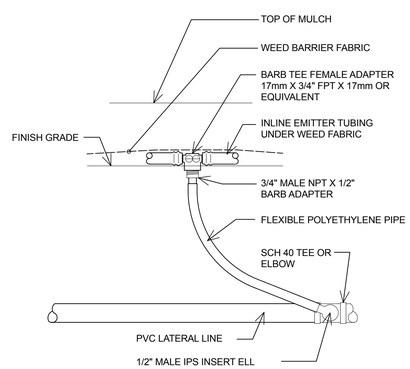
NOTE: FITTINGS TO INLINE DRIP TUBING TO BE INSERT FITTINGS. USE OETICKER CLAMPS FOR NON-NETAFIM FITTINGS.



NOTE:
1. CONNECT SELF-PIERCING EMITTER DIRECTLY INTO IN-LINE EMITTER TUBING.
2. THIS IS AN INDICATOR ONLY EMITTER TO BE USED AT EACH TREE RING AND AREA WHERE IN-LINE EMITTER TUBING IS INSTALLED.
3. 1/4" TUBING LENGTH: MINIMUM 14", MAXIMUM 24".

F INDICATOR EMITTER

NO SCALE



NOTE:
1. USE AT TREE RINGS AND AS CONNECTION FROM SUPPLY AND EXHAUST HEADERS.
2. DO NOT EXCEED (3) GPM FLOW THROUGH SINGLE CONNECTION.

G PVC TO IN-LINE EMITTER

NO SCALE

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STATE OF UTAH
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657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

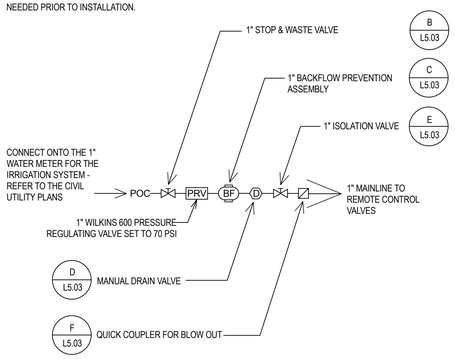
REV	DATE	DESCRIPTION

PROJECT NO:	25446
DRAWN BY:	TG
CHECKED BY:	SS
DATE:	AUGUST 2025
PROPERTY NO:	

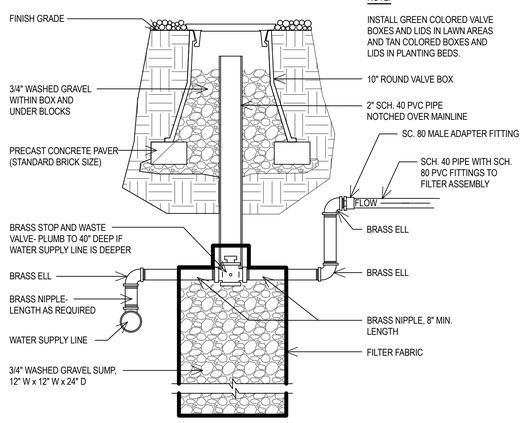
LANDSCAPE IRRIGATION DETAILS

L5.02

NOTE:
THE POINT OF CONNECTION DETAIL IS SCHEMATIC ONLY AND MEANT TO CONVEY THE ORDER OF THE COMPONENTS. ACTUAL LAYOUT MAY VARY AND SHOULD BE COORDINATED AS NEEDED PRIOR TO INSTALLATION.

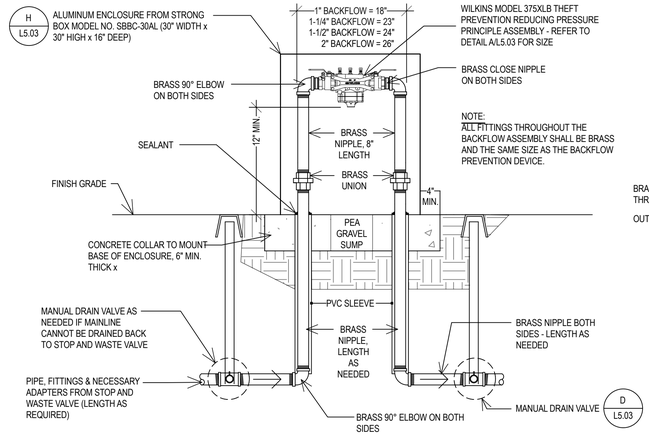


A POC SCHEMATIC LAYOUT
NO SCALE

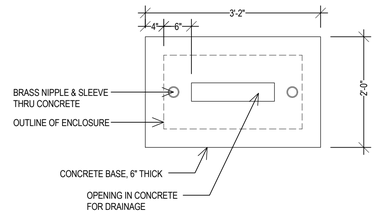


NOTE:
INSTALL GREEN COLORED VALVE BOXES AND LIDS IN LAWN AREAS AND TAN COLORED BOXES AND LIDS IN PLANTING BEDS.

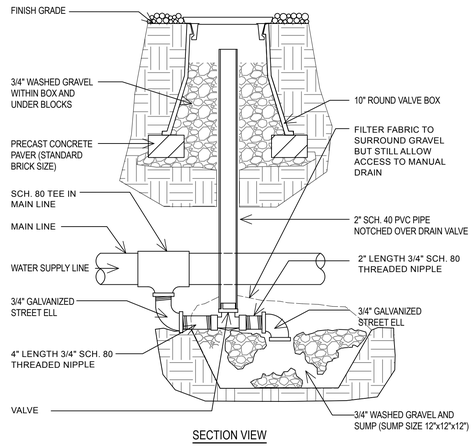
B STOP & WASTE VALVE
NO SCALE



NOTE:
ALL FITTINGS THROUGHOUT THE BACKFLOW ASSEMBLY SHALL BE BRASS AND THE SAME SIZE AS THE BACKFLOW PREVENTION DEVICE.



C BACKFLOW PREVENTER
NO SCALE



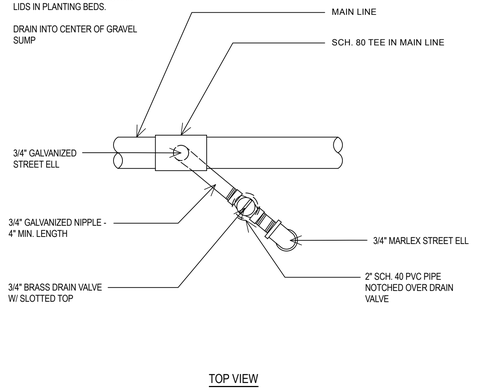
SECTION VIEW

D MAINLINE DRAIN VALVE
NO SCALE

NOTES:

INSTALL GREEN COLORED VALVE BOXES AND LIDS IN LAWN AREAS AND TAN COLORED BOXES AND LIDS IN PLANTING BEDS.

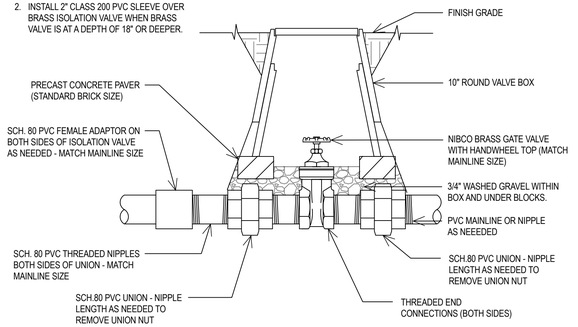
DRAIN INTO CENTER OF GRAVEL SUMP



TOP VIEW

NOTES:

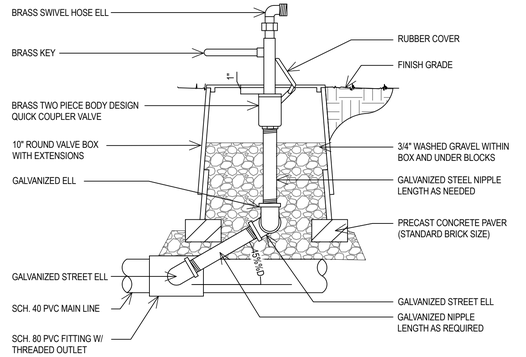
1. ALL PVC FITTINGS AND PIPE SHALL BE SCH. 80 PVC AND THE SAME SIZE AS THE MAINLINE.
2. INSTALL 2" CLASS 200 PVC SLEEVE OVER BRASS ISOLATION VALVE WHEN BRASS VALVE IS AT A DEPTH OF 18" OR DEEPER.



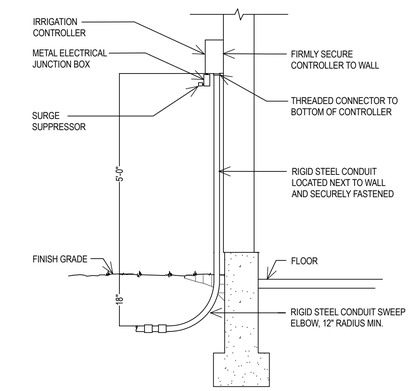
E ISOLATION VALVE - THREADED
NO SCALE

NOTE:

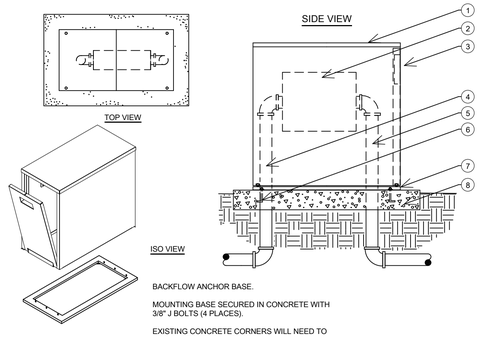
INSTALL GREEN COLORED VALVE BOXES AND LIDS IN LAWN AREAS AND TAN COLORED BOXES AND LIDS IN PLANTING BEDS.



F QUICK COUPLER VALVE
NO SCALE



G CONTROLLER - EXTERIOR MOUNT
NO SCALE



LEGEND

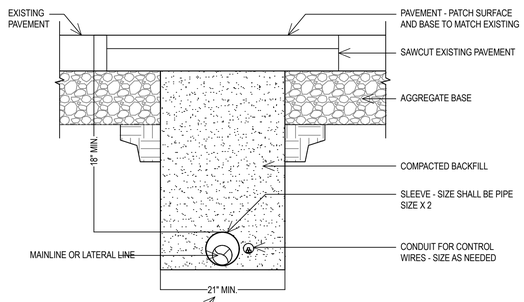
1. ALUMINUM ENCLOSURE FROM STRONG BOX MODEL NO. SBBC-30AL (30" WIDTH x 30" HIGH x 16" DEEP)
2. BACKFLOW PREVENTER.
3. HINGED DROP DOWN DOOR,PADLOCK AT TOP.
4. WATER SERVICE INLET PIPING.
5. WATER SERVICE OUTLET PIPING.
6. 3/8" "L" STYLE ANCHOR BOLTS.
7. ANCHOR PLATE MOUNTING.
8. POURED CONCRETE BASE - 6" MIN. THICKNESS - EXTEND 4" BEYOND OUTSIDE DIMENSIONS OF ENCLOSURE.

H BACKFLOW ENCLOSURE
NO SCALE

NOTES:

1. CONTRACTOR TO DETERMINE METHOD OF SLEEVING PRIOR TO BIDDING. OPTIONS INCLUDE: USE OF EXISTING SLEEVE, USE OF EXISTING PIPE AS SLEEVE IF LARGE ENOUGH, BORING OF HOLE FOR NEW SLEEVE, OR SAWCUT AND PATCHING.

2. SAWCUTTING AND PATCHING OF EXISTING PAVEMENT SHALL BE A LAST RESORT AND REQUIRE APPROVAL FROM THE OWNER. IF SAWCUTTING IS REQUIRED IT SHALL NOT BE CONSIDERED ADDITIONAL SCOPE.



I TRENCH UNDER EXISTING PAVEMENT
SCALE: NO SCALE

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8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

STATE OF UTAH
11/11/2025
SCOTT A. SCHOONOVER
349757
LICENSED LANDSCAPE ARCHITECT

ONE CALL AUTO

657 EAST SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

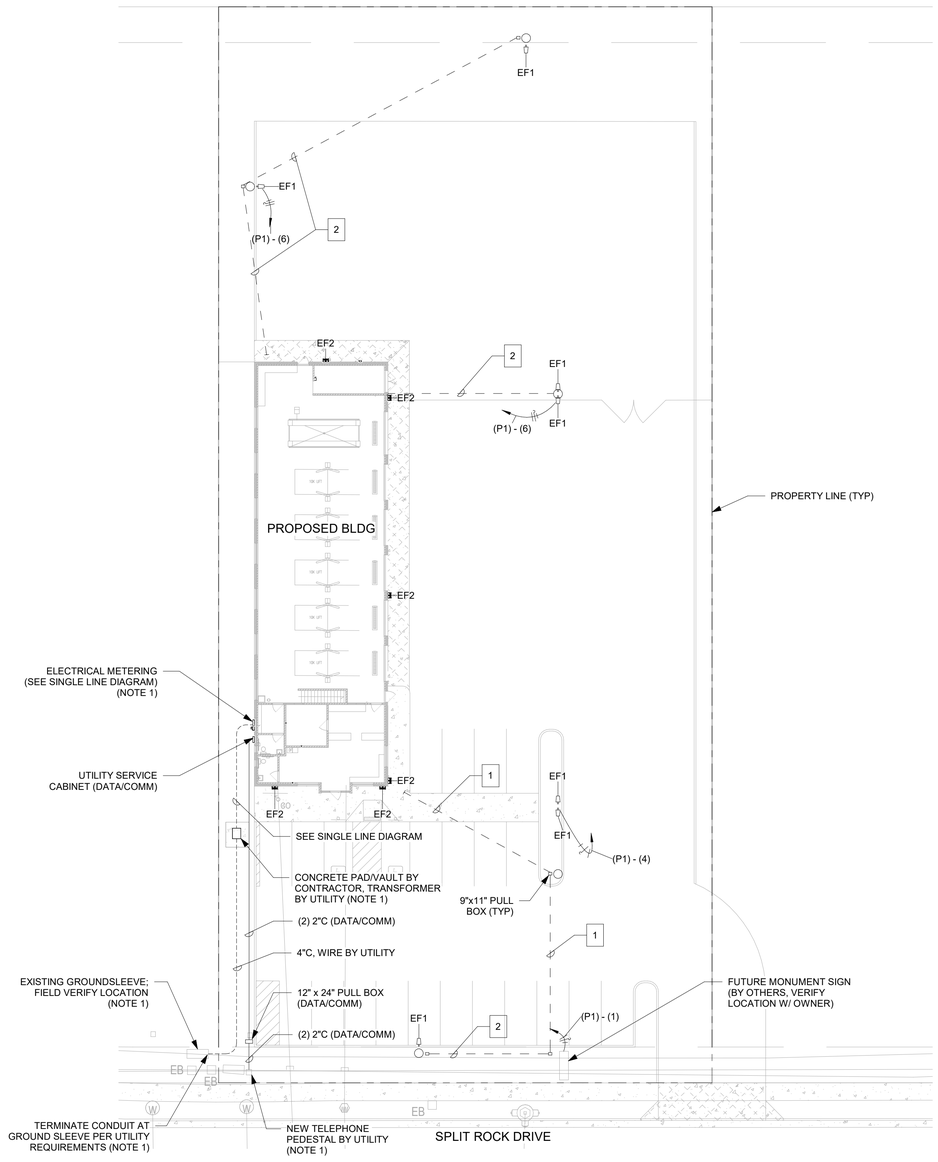
REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 25446
DRAWN BY: TG
CHECKED BY: SS
DATE: AUGUST 2025
PROPERTY NO:

LANDSCAPE IRRIGATION DETAILS

L5.03



1 ELECTRICAL SITE PLAN
1" = 20'-0"

LIGHTING FIXTURE SCHEDULE

Mark	Description	Manufacturer	Model	Wattage	Lamp
EF1	Full cut-off pole light, H=16' (above grade)	Lithonia	DSX0-LED-P2-30K-T4M-MVOLT	45 W	LED
EF2	Full cut-off wall pack, H=12'-8"	Lithonia	DSXW2 LED 20C 700 MVOLT	47 W	LED

1

CONDUIT/ CONDUCTOR SCHEDULE	
1	(4) #10, #10 GND, 1"C; 1"C (SPARE)
2	(2) #10, #10 GND, 1"C; 1"C (SPARE)

ALL NONESSENTIAL COMMERCIAL EXTERIOR LIGHTING SHALL ONLY CONTINUE IN OPERATION UNTIL 11:00 P.M. OR FOR AS LONG AS THE BUSINESS IS OPEN OR AREA IS IN ACTIVE USE AND SHALL REMAIN OFF UNTIL THE BUSINESS REOPENS OR UNTIL DAYLIGHT THE FOLLOWING DAY

N

CONSTRUCTION NOTES

1. VERIFY ALL REQUIREMENTS FOR SERVICE W/ UTILITY PRIOR TO INSTALLATION. MAKE ALL FIELD ADJUSTMENTS TO EQUIPMENT LOCATIONS, CONDUIT SIZES, AND ANY OTHER UTILITY REQUIREMENTS, AS NEEDED.
2. ROUTE ALL EXTERIOR LIGHT CIRCUITS THROUGH LIGHTING CONTROL PANEL FOR ADDITIONAL CONTROL CAPABILITY AS REQ'D BY THE IECC. A MASTER PHOTOCELL MAY BE PROVIDED IN LIEU OF SEPERATE PHOTOCELLS FOR EACH CIRCUIT SHOWN.

DATE

DECEMBER 2025

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION
1	11-26-25	Pole light change

DRAWN: NEH
DESIGNER: KDC
REVIEWED: DIO

PROJECT #
25VDG094

REGISTERED PROFESSIONAL ENGINEER No. 7784884 KYLE D. CARLSON STATE OF UTAH
DATE: 12-11-25

SCALES

1" = 20'-0"

1" IF NOT FULL SIZE SHEET, ADJUST SCALE ACCORDINGLY

PROJECT NAME:

ONE CALL AUTOMOTIVE

PROJECT LOCATION:

657 E SPLIT ROCK DRIVE EAGLE MOUNTAIN, UTAH

SHEET TITLE:

ELECTRICAL SITE PLAN

PLAN SET: PERMIT

SHEET E1.1

S:\Projects\25VDG094 One Call Automotive - Elec\Drawings\Revit\One Call Automotive_Revised.rvt

1 PHOTOMETRIC LIGHTING PLAN
1" = 20'-0"

LIGHTING FIXTURE SCHEDULE

Mark	Description	Manufacturer	Model	Wattage	Lamp
EF1	Full cut-off pole light, H=16' (above grade)	Lithonia	DSX0-LED-P2-30K-T4M-MVOLT	45 W	LED
EF2	Full cut-off wall pack, H=12'-8"	Lithonia	DSXW2 LED 20C 700 MVOLT	47 W	LED

EXTERIOR LIGHTING DENSITY CALCULATION

SITE AREA = 0.95 ACRES

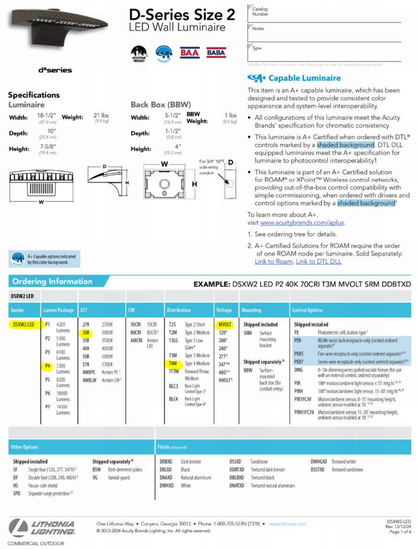
EF1 LUMENS = 6018 LM * 7 FIXTURES = 42,126 LM
EF2 LUMENS = 6836 LM * 6 FIXTURES = 41,178 LM
TOTAL = 83,304 LUMENS

LIGHTING DENSITY = 83,304 / 0.95 = **87,688 LUMENS/ ACRE < 100,000 LUMENS/ ACRE ALLOWED**

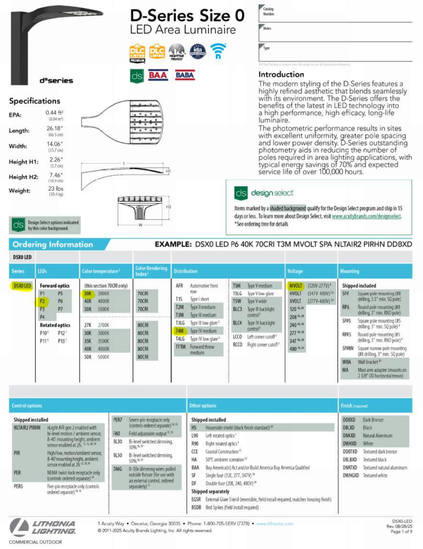
EXTERIOR LIGHTING CONTROL NOTE:

ALL NONESSENTIAL COMMERCIAL EXTERIOR LIGHTING SHALL ONLY CONTINUE IN OPERATION UNTIL 11:00 P.M. OR FOR AS LONG AS THE BUSINESS IS OPEN OR AREA IS IN ACTIVE USE AND SHALL REMAIN OFF UNTIL THE BUSINESS REOPENS OR UNTIL DAYLIGHT THE FOLLOWING DAY.

FIXTURE 'EF2'



FIXTURE 'EF1'



CONSTRUCTION NOTES

1. GRID VALUES SHOWN ARE FOOT-CANDLES AT GROUND LEVEL.
2. CONTRIBUTION OF LIGHT FROM EXISTING STREET LIGHTS (WHERE APPLICABLE) IS NOT INCLUDED IN ANALYSIS.

DATE

DECEMBER 2025

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION
1	11-26-25	Pole light change
2	12-11-25	Site plan review #1

DRAWN: NEH
DESIGNER: KDC
REVIEWED: DIO

PROJECT # 25VDG094

REGISTERED PROFESSIONAL ENGINEER No. 7784884 KYLE D. CARLSON STATE OF UTAH
DATE: 12-11-25

SCALES

1" = 20'-0"

1" — PLACE MASTER SCALE ON A FULL SCALE SHEET. ADJUST IF SCALE IS NOT EQUAL

N

PROJECT NAME:

ONE CALL AUTOMOTIVE

PROJECT LOCATION:

657 E SPLIT ROCK DRIVE EAGLE MOUNTAIN, UTAH

SHEET TITLE:

PHOTOMETRIC LIGHTING PLAN

PLAN SET: PERMIT

SHEET E1.2

S:\Projects\25VDG094 One Call Automotive – Elec\Drawings\Revit\One Call Automotive_Revised.rvt

RESOLUTION NO. R-____-2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A REAL PROPERTY PURCHASE AND SALES AGREEMENT WITH THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR WELL #9

PREAMBLE

WHEREAS, The City Council of Eagle Mountain City, Utah, finds it to be in the public interest to approve a Real Property Purchase and Sales Agreement with The Church of Jesus Christ of Latter-Day Saints for Well #9, as set forth in Exhibit A; and

WHEREAS, the City Council has determined that approval of the Agreement supports the City's infrastructure and public service needs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Real Property Purchase and Sales Agreement with The Church of Jesus Christ of Latter-Day Saints, attached hereto as Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2026 (the "Effective Date"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Seller"), and **EAGLE MOUNTAIN CITY**, a municipal corporation and subdivision of the State of Utah ("Buyer").

RECITALS

A. Seller is the owner of approximately 1 acre of real property, more or less, located in Eagle Mountain City, Utah County, Utah, to be located within the area depicted on Exhibit A-1, attached hereto and incorporated herein by this reference (the "Real Property"). Buyer and Seller acknowledge and agree that the exact acreage, location, and legal description for the Real property will be determined by mutual agreement prior to Closing and that the purpose for the delay in identifying the exact specifications for the Real Property is to allow Seller to locate the Real Property in its future development in a manner and location to minimize the impact of the Real Property on its future development and to provide vehicular and pedestrian access to the Real Property. Notwithstanding the foregoing, Seller agrees to provide Buyer immediate access to the portion of the Real Property depicted on Exhibit A-2 (the "Well Site") to install, operate, maintain, and use a culinary water well (the "Water Well"), as more particularly described in Section 5.8 of this Agreement.

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Real Property, together with all rights, benefits, privileges and appurtenances pertaining thereto, upon the covenants, terms, conditions and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Real Property Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Back-Up Offers – Bona fide offers from any parties other than Buyer to purchase all or a portion of the Property.

1.3. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.4. Buyer – Defined in the introductory paragraph of this Agreement.

1.5. Buyer Parties – Defined in Section 15.

1.6. Buyer Representatives –City Engineer, City Manager, Mayor, and City Council.

1.7. Buyer's Consultants – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.8. Buyer's Default – A default by Buyer in any of its agreements, covenants, representations, warranties or other obligations under this Agreement.

1.9. CAP Amount – Defined in Section 15.

1.10. Cash – United States currency represented by wire transfer or other readily available funds.

1.11. Casualty Loss Value – Loss in value to the Property because of damage or casualty to the Property occurring after the Effective Date and prior to the Closing.

1.12. Closing or Close of Escrow – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed in favor of Buyer.

1.13. Closing Date – The date which is on the date that is twelve (12) months following the Effective Date or such earlier date as the parties agree to in writing.

1.14. Current Knowledge – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyer shall mean the current, actual knowledge of the Buyer Representatives, without any duty to investigate.

1.15. Deed – A special warranty deed or its equivalent in the state where the Real Property is located in the form of Exhibit 1.15 attached hereto.

1.16. Deposit – The initial deposit in the amount of Forty Thousand and Eight Hundred and 00/100 Dollars ($40,800.00) in Cash, together with any and all interest accrued related thereto.

1.17. Effective Date – Defined in the introductory paragraph of this Agreement.

1.18. Escrow – The escrow created with Escrow Agent pursuant to this Agreement.

1.19. Escrow Agent – Fidelity National Title, 170 S. Main Street, Suite 1075, Salt Lake City, Utah 84101, Attn: Anna Irons, Phone: (801) 601-2934, Email: anna.irons@fnf.com.

1.20. Floor Amount – Defined in Section 15.

1.21. Gross Square Foot, Gross Square Feet, or Gross Square Footage – The total square feet within the exterior boundary of the Property, as defined by the Survey, without reduction for roadways, canals, ditches, easements, rights-of-way, encroachments, irrigation channels, railways, or other matters which may be revealed by the Survey.

1.22. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the

Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.23. Indemnitees – Seller's employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns.

1.24. Independent Consideration – Defined in Section 3.1.2.

1.25. Inspection Materials – The materials set forth in Section 5.2.

1.26. Inspection Review – Right of Buyer to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyer to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property, as more fully set forth in Section 5.

1.27. Inspection Review Period – The period of time from the Effective Date until 5:00 p.m., Mountain Standard Time, on the date which is sixty (60) days thereafter.

1.28. Internal Approvals – Defined in Section 5.7.

1.29. Notice of Termination – A written notice delivered from Buyer to Seller stating Buyer's intent to terminate this Agreement.

1.30. Opening of Escrow – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement and the Deposit.

1.31. Other Documents – Defined in Section 15.

1.32. Permitted Exceptions – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all current zoning laws and restrictions relating to the Property, any patent claims, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey that are deemed accepted by Buyer pursuant to the provisions of Section 6.2 of this Agreement.

1.33. Property – The Real Property, together with all easements, rights of way, and appurtenances running with or pertaining thereto. The Property shall **not** include (i) any water rights (except the right to connect to the water utility), or stock in water companies of any kind whatsoever, all of which shall be retained by Seller.

1.34. Purchase and Sale Transaction – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.35. Purchase Price – Cash in an amount equal to $64,000.00 (Sixty Four Thousand Dollars) multiplied by the final Gross Square Footage of the Real Property determined by the mutual agreement of the parties based on the Survey, as more fully set forth in Section 3.1.

1.36. Real Property – Defined in Recital A.

1.37. Seller – Defined in the introductory paragraph of this Agreement.

1.38. Seller Parties – Defined in Section 15.

1.39. Seller Representatives – Aaron Weight.

1.40. Seller's Default – A default by Seller in any of its agreements, covenants, representations, warranties or other obligations under this Agreement.

1.41. Survey – An ALTA/ACSM survey of the Property provided by Buyer, either by obtaining a new survey or updating any survey furnished by Seller, which survey shall be: (i) delivered to Seller and Buyer; and (ii) subject to Seller's reasonable approval solely in regard to determination of the Gross Square Footage of the Property in accordance with the terms of Section 6.1, hereof.

1.42. Title Company – First American Title Insurance Company, 215 S. State Street, Suite 280, Salt Lake City, Utah 84111, Attn: Anna Irons, Phone: (801) 578-8849, Email: anirons@firstam.com.

1.43. Title Objection Period – Twenty (20) days prior to the expiration of the Inspection Review Period.

1.44. Title Objections – Written objections by Buyer to Seller of any easements, liens, encumbrances, or other exceptions or matters disclosed in the Title Report or shown on the Survey.

1.45. Title Policy – A standard owner's policy of title insurance.

1.46. Title Report – A title commitment with respect to the Property issued by Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report.

2. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth in this Agreement.

3. PURCHASE PRICE.

3.1. Amount of Purchase Price. The purchase price and consideration to be paid for the purchase of the Property shall be an amount equal to the Purchase Price. The Purchase Price shall be paid as follows:

3.1.1. Deposit. Buyer shall deposit with Escrow Agent the Deposit within two (2) Business Days of delivery to Escrow Agent of a fully executed original of this Agreement. The Deposit shall be held and disbursed by Escrow Agent in accordance with the provisions of Section 4 of this Agreement.

3.1.2. Independent Consideration. Promptly after Escrow Agent's receipt of the Deposit, Escrow Agent shall deliver to Seller One Hundred and No/100 Dollars ($100.00) of the Deposit as further independent consideration (the "Independent Consideration") for Buyer's right to purchase the Property and Seller's execution and delivery of this Agreement. Seller shall, in all events, retain the

Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing.

3.1.3. Balance of the Purchase Price. The Purchase Price, less the Deposit, shall be paid by Buyer to Seller at the Closing of the Purchase and Sale Transaction. If the Deposit exceeds the Purchase Price at Closing, then the portion of the Deposit exceeding the Purchase Price shall be returned to Buyer and Closing.

4. DISPOSITION OF DEPOSIT. Seller and Buyer hereby instruct Escrow Agent to hold the Deposit in a federally insured, interest-bearing account with no penalty for early withdrawal, and to disburse the Deposit as follows:

4.1. Distribution of Deposit to Buyer. If the Purchase and Sale Transaction for the Property is not consummated due to either (i) the timely termination of this Agreement by Buyer pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyer is granted the right to receive the Deposit, or (ii) the termination of this Agreement by Buyer due to a material Seller's Default under this Agreement, then all portions of the Deposit, less the Independent Consideration, shall be paid and disbursed immediately to Buyer.

4.2. Distribution of Deposit to Seller. If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Section 4.1 above, or (ii) a Buyer's Default under this Agreement, then all portions of the Deposit, less the Independent Consideration, shall be paid and disbursed immediately to Seller.

4.3. Application of the Deposit to Purchase and Sale Transaction. If the Purchase and Sale Transaction is consummated, then the Deposit shall be applied at the Closing to the Purchase Price and shall be paid to Seller.

5. INSPECTION REVIEW PERIOD. During the Inspection Review Period, Buyer shall have the right to conduct the Inspection Review, all in accordance with the terms and provisions of this Section.

5.1. Inspection Review. Seller hereby grants to Buyer and Buyer's employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyer's sole risk, to conduct the Inspection Review, and other inspections during the Inspection Review Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property. Buyer shall indemnify, defend, save and hold Seller and the Indemnitees harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Inspection Review. Buyer shall furnish to Seller a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence and $2,000,000.00 in the aggregate, covering the activities of Buyer and its employees, contractors and agents while on the Property, and naming Seller as an additional insured, which policy shall be non-cancelable without thirty (30) days prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured is on Exhibit 5.1, attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, Buyer shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may only be withheld in Seller's reasonable discretion.

5.2. Inspection Materials. If not already provided, within ten (10) days from the mutual execution and delivery of this Agreement, Seller agrees to deliver to Buyer (to the extent in Seller's possession or control), the following materials:

5.2.1. The Title Report;

5.2.2. The most recent survey of the Property, if any;

5.2.3. Copies of the Agricultural Lease and CRP Contracts; and

5.2.4. Environmental reports, if any;

Except for the foregoing, Seller shall have no additional obligations to provide any additional information.

5.3. Inspection Materials "AS IS." In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.4. Confidentiality. All Inspection Materials, and the results of any Inspection Review, shall be kept and maintained strictly confidential by Buyer and the contents thereof shall not be disclosed to any other party pursuant to the terms of this Agreement.

5.5. Termination Right. In the event that the results of Buyer's Inspection Review are unsatisfactory to Buyer for any reason, or for no reason, then Buyer may terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit, less the Independent Consideration, shall be returned to Buyer in accordance with Section 4 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyer does not timely terminate this Agreement prior to the expiration of the Inspection Review Period, then: (i) Buyer shall be deemed to have waived its right to terminate under this Section and to have approved the condition of the Property in all respects; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

5.6. Return of Documents. Should this Agreement be terminated for any reason, Buyer shall furnish to Seller within ten (10) days thereafter: (i) any and all Inspection Materials furnished to or obtained by Buyer, and (ii) copies of any surveys, reports and test results of any kind obtained by Buyer from third-party consultants with respect to the Property.

5.7. Internal Approvals. Intentionally Deleted.

5.8. CRP Contracts. Seller hereby discloses, and Buyer acknowledges, that the Real Property is subject to certain Conservation Reserve Program Contracts applicable to and appurtenant to the Real Property and other surrounding real property owned by Seller (the "CRP Contracts"). If Buyer proceeds to Closing and obtains title to the Property, Buyer shall be responsible for any costs, penalties, or repayment obligations arising under the CRP Contracts incurred by Seller or its tenant under the Agricultural Lease.

5.9. Immediate Access to Well Site. Commencing on the Effective Date, Seller hereby grants to Buyer and Buyer's Consultants a license for immediate access to the Well Site to install, construct, operate, maintain, and use the Water Well for use by the City, together with an easement on, over, and across Seller's real property as necessary to accomplish the foregoing (the "Well Access License"). While utilizing the Well Access License, Buyer and Buyer's Consultants agree to meet the insurance requirements of Section 5.1 of this Agreement and to indemnify, defend, save and hold Seller and the Indemnitees harmless as described in Section 5.1. If the transaction contemplated by this Agreement fails to close for any reason, then the Well Access License shall automatically terminate.

6. TITLE AND SURVEY REVIEW.

6.1. Survey. Buyer will, at Buyer's expense, during the Inspection Review Period, obtain the Survey. The Survey shall be certified to both Seller and Buyer. Seller will have the right to review and reasonably approve the Survey.

6.2. Title Objections. Buyer shall have until the Title Objection Period to make Title Objections. If Buyer fails to timely object to anything in the Title Report or Survey within the Title Objection Period, then the condition of title to the Property reflected on the Title Report and Survey will be deemed approved in all respects. If Title Objections are made within the Title Objection Period, Seller shall determine, in its sole discretion as to each Title Objection, whether or not Seller is willing or able to eliminate or obtain affirmative coverage over each of the Title Objections. Within ten (10) days of the expiration of the Title Objection Period, Seller may notify Buyer in writing as to those Title Objections that Seller will cause to be eliminated or insured over. If Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, upon terms acceptable to Buyer, or Seller fails to respond to Buyer's Title Objections, then Buyer may, prior to the expiration of the Inspection Review Period, either (i) waive the Title Objections that Seller was unwilling or unable to cure, or (ii) terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit, less the Independent Consideration, shall be returned to Buyer in accordance with Section 4 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, or Seller remains silent as to the Title Objections, but Buyer does not terminate this Agreement prior to the expiration of the Inspection Review Period, then Buyer shall be deemed to have waived all such Title Objections, and Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

6.3. Title Policy. At the Closing, Escrow Agent shall issue to Buyer a Title Policy in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyer may, at its expense, obtain extended coverage and/or such endorsements for the Property as Buyer may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of any Closing.

7. INTENTIONALLY DELETED.

8. CLOSING.

8.1. Time and Place. The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

8.2. Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyer, as applicable:

8.2.1. The Deed, fully executed and properly acknowledged, by Seller;

8.2.2. An amendment to the Agricultural Lease in form and substance acceptable to Seller and Buyer removing the Real Property from the Agricultural Lease;

8.2.3. An affidavit in the form of Exhibit 8.2.2 attached hereto, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);

8.2.4. A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein;

8.2.5. An affidavit of title in such form as is reasonably required by Escrow Agent; and

8.2.6. Such other funds, instruments and documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

8.3. Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. The funds required by Section 3 of this Agreement together with any prorations and other fees related to the Closing;

8.3.2. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein; and

8.3.3. Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. Prorations and Closing Costs.

8.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the premium for standard coverage in connection with the Title Policy for the Closing. Buyer shall pay the cost of the Survey, any extended coverage and/or endorsements that Buyer desires in connection with the Title Policy, and any lender's title policy. Buyer shall be responsible for any costs, penalties, or repayment obligations arising under the CRP Contracts incurred by Seller or the tenant under the Agricultural Lease due to this transaction. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyer in the manner customary for commercial real estate transactions in the county in which the Property is located.

8.4.2. All real property taxes and assessments accrued for the current year shall be prorated between the parties as of the Closing, but any and all farmland assessment rollback taxes or similar deferred taxes shall be the responsibility of Buyer.

8.5. Possession. Buyer shall be entitled to possession of the Property on the Closing Date.

9. REPRESENTATIONS AND WARRANTIES.

9.1. Seller Representations. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyer that:

9.1.1. Organization and Standing. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

9.1.2. Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.

9.1.3. No Condemnation. Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.

9.1.4. No Litigation. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

9.1.5. No Tenants. Except for the tenant under that certain existing agricultural lease between Seller and Smith Farm & Livestock Partnership, a general partnership, dated February 1, 2020, as amended by that certain First Amendment to Agricultural Lease dated April 14, 2022, and that certain Second Amendment to Agricultural Lease dated May 31, 2024, (collectively, the "Agricultural Lease"), there are no tenants or other parties in possession of any part of the Property other than Seller. Per Section 8.2.2, the Agricultural Lease will be amended at or before Closing to remove the Property from the premises covered by the Agricultural Lease.

9.1.6. No Material Alterations to the Property. From and after the Effective Date, Seller shall not intentionally make any material alterations to the improvements on the Property, except in the ordinary course of business.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to Buyer's obligations to purchase the Property and otherwise perform under this Agreement. All representations and warranties by Seller set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. All claims made during such six (6) month period shall survive such six (6) month period until resolved.

9.2. Buyer's Representations. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at the Closing, represents and warrants to Seller that:

9.2.1. Organization and Standing. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

9.2.2. Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyer in accordance with their terms.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyer set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. All claims made during such six (6) month period shall survive such six (6) month period until resolved.

10. "AS IS" PURCHASE.

10.1. Disclaimer. Except as set forth in Section 9 above, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials, including, but not limited to, the following: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any laws or any other federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose; (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials; or (viii) the existence, availability, design, construction, or future installation of infrastructure, improvements, utilities, and the like surrounding or servicing the Property.

10.2. Acceptance. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS SET FORTH IN SECTION 9, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE "**AS IS, WHERE IS, WITH ALL FAULTS**" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 9, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY.

10.3. Release and Indemnity. EXCEPT WITH RESPECT TO SELLER'S BREACH OF ANY WARRANTY SET FORTH IN SECTION 9, BUYER HEREBY EXPRESSLY RELEASES AND INDEMNIFIES SELLER FROM ANY FAULT, INJURY, DAMAGE, COST, EXPENSE, SUIT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, EACH OF THE SPECIFIC ITEMS DISCLAIMED BY SELLER IN SECTION 10.1 ABOVE. THE

RELEASE AND INDEMNITY DESCRIBED HEREIN WILL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.

10.4. BUYER'S WAIVER OF OBJECTIONS. Notwithstanding anything to the contrary herein, Buyer and Seller acknowledge that any written disclosures or discovery made by Buyer prior to the Closing shall constitute notice to Buyer of the matter disclosed or discovered, and Seller shall have no further liability if Buyer thereafter consummates the transaction contemplated hereby.

10.5. ENVIRONMENTAL RELEASE/INDEMNITY. BUYER EXPRESSLY ASSUMES THE RISK THAT ANY HAZARDOUS MATERIALS ARE OR HEREAFTER MAY BE LOCATED ON THE PROPERTY. FROM AND AFTER THE CLOSING, BUYER HEREBY INDEMNIFIES, AND AGREES TO FOREVER ACQUIT, RELEASE AND DISCHARGE, AND WAIVE, ALL RIGHTS AND CLAIMS TO CONTRIBUTION FROM SELLER AND THE INDEMNITEES, AND SELLER'S AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LIABILITIES, INCLUDING WITHOUT LIMITATION, ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF: (I) THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON THE PROPERTY; AND (II) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS BY ANY PERSON AND RELATED TO OR INVOLVE THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL NOT MERGE WITH THE DEED AND SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED.

10.6. INTENTIONALLY DELETED

10.7. Material Inducement. Buyer hereby agrees and acknowledges that the terms and conditions of this Section are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to the terms and conditions of this Section.

11. RISK OF LOSS.

11.1. Risk of Loss. Subject to the provisions of this Section set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2. Condemnation. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at the Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of the Closing, and (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof, and Buyer shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by

condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3. Casualty.

11.3.1. Minor Casualty. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2. Major Casualty. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is more than five percent (5%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by, or agreement or contract with, the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

13. REMEDIES.

13.1. Buyer's Remedies. In the event of a Seller's Default, Buyer shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyer may, as Buyer's sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 14 below and receive a refund of the Deposit, less the Independent Consideration; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section shall be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

13.2. Seller's Remedies. In the event of a Buyer's Default, Seller shall give Buyer written notice of such default and thereafter Buyer shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyer commences such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, Buyer's failure to consummate the Purchase and Sale Transaction on the Closing Date shall be a Buyer's Default hereunder that is not subject to a cure period.

IN THE EVENT THAT BUYER FAILS TO CURE A BUYER'S DEFAULT AND CLOSE THE TRANSACTION CONTEMPLATED HEREBY WITHIN THE APPLICABLE CURE PERIOD (IF ANY), SELLER'S SOLE AND EXCLUSIVE REMEDY, IN SELLER'S SOLE DISCRETION, IS TO TERMINATE THIS AGREEMENT AND TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES, SELLER AND BUYER HEREBY AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT AND/OR IMPOSSIBLE TO FIX THE AMOUNT OF SELLER'S ACTUAL DAMAGES AND FURTHER AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT SELLER MIGHT BE DAMAGED AS A RESULT OF BUYER'S FAILURE TO PERFORM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, SELLER SHALL RETAIN ALL ITS RIGHTS PURSUANT TO THIS AGREEMENT, AT LAW, AND/OR IN EQUITY, AND NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF BUYER UNDER (I) ANY INDEMNITY PROVIDED BY BUYER UNDER THIS AGREEMENT; (II) ANY OF THE DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED TO SELLER PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR (III) ANY ACTIONS COMMENCED AFTER THE CLOSING WITH RESPECT TO ANY OBLIGATION OR REPRESENTATION OF BUYER, WHICH BY THE TERMS OF THIS AGREEMENT SURVIVES THE CLOSING, INCLUDING BUT NOT LIMITED TO, PROVISIONS REGARDING CONFIDENTIALITY AND PAYMENT OF BROKERAGE FEES. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

13.3. Reliance on Title Policy. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property (and/or any portion thereof), and any liens or other encumbrances affecting the Property (and/or any portion thereof), Buyer acknowledges and agrees that if Buyer has any claim under the Title Policy, Buyer agrees that it will look first to the Title Policy for recovery on such claim. This Section shall survive the Closing.

13.4. Consequential and Punitive Damages. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages for matters arising under this Agreement (it being understood that each of Seller and Buyer have waived the right to obtain incidental, special, exemplary or consequential damages in connection with any default of Buyer or Seller respectively, or otherwise, which, in the case of Buyer, include, without limitation, loss of profits or inability to secure lenders, investors or buyers). This Section shall survive the Closing or termination of this Agreement.

14. TERMINATION. If Buyer or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written Notice of Termination to the other party and Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Deposit, less the Independent Consideration, in accordance with Section 4 above and return all documents deposited in Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyer shall each pay half of any such fees and costs.

15. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, "Buyer Parties") hereby agrees that, except for Seller, in no event or circumstance shall any of Seller's members, affiliates

and related entities (collectively, "Seller Parties") have any personal liability under this Agreement. Seller hereby agrees that in no event or circumstance shall any of the Buyer Parties other than Buyer have any personal liability under this Agreement. Notwithstanding anything to the contrary contained herein: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, the exhibits attached hereto (collectively, "Other Documents") shall, under no circumstances whatsoever, exceed Twenty Thousand and 00/100 Dollars ($20,000.00) ("CAP Amount"); and (b) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained herein or any of the Other Documents may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation, warranty and/or covenant, is for an aggregate amount in excess of Five Thousand and 00/100 Dollars ($5,000.00) ("Floor Amount"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the CAP Amount set forth in clause (a) above; provided, however, that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall have no liability with respect thereto. Any claim under clause (a) or (b) above shall be brought by Buyer no later than the date that is nine (9) months after the Closing Date or such claims shall be forever waived by Buyer and Seller shall have no liability with respect thereto.

16. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.

17. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER:	The Church of Jesus Christ of Latter-day Saints c/o Property Reserve, Inc. 51 S. Main Street, Suite 301 Salt Lake City, UT 84111 Attn: Aaron Weight Email: aweight@pripd.com
WITH A COPY TO:	Kirton McConkie 50 East South Temple Street, Suite 400 Salt Lake City, Utah 84111 Attn: Ryan Wallace E-mail: rtwallace@kmclaw.com
BUYER:	Eagle Mountain City 1650 E. Stagecoach Run Eagle Mountain, UT 84005

Attn: City Recorder
Email: recorder@eaglemountain.gov

WITH A COPY TO:

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
Attn: City Attorney
Email: mdraper@eaglemountain.gov

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, e-mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent at the address listed in Section 1.

18. MISCELLANEOUS.

18.1. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

18.2. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

18.3. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

18.4. WAIVER. . No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of any party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18.5. SURVIVAL. Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties and indemnities set forth in this Agreement survive the Closing. Any such matters that survive the Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation shall survive such period.

18.6. SUCCESSORS AND ASSIGNS. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to the Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the

preceding sentence, Buyer may assign its rights and obligations under this Agreement to an affiliated entity without the consent of Seller, provided Buyer remain obligated under the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18.7. NO THIRD-PARTY BENEFICIARY. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

18.8. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

18.9. CONFIDENTIALITY. Buyer hereby agrees to cause the respective directors, officers, employees, contractors, and other personnel, agents and representatives of Buyer to hold, in strict confidence, and not disclose to any other person without the prior written consent of Seller, any of the information with respect to the Purchase and Sale Transaction. Notwithstanding anything to the contrary hereinabove set forth, Buyer may disclose such information (i) on a need-to-know basis to its employees and Buyer's Consultants in connection with the Purchase and Sale Transaction, and (ii) as any court or governmental agency or political subdivision of the State of Utah, including Buyer, may require in order to comply with applicable laws, including without limitation the Utah Government Records Access and Management Act (GRAMA). Further, Buyer acknowledges and agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction shall be made and no information with respect to this transaction shall be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this Section. The provisions of this Section shall survive any termination of this Agreement. Notwithstanding the foregoing, this provision shall not apply to any public meeting or public hearing held in relation to this Agreement in compliance with the Utah Open and Public Meetings Act.

18.10. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18.11. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

18.12. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

18.13. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

18.14. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement. A copy, facsimile or email transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[Signatures Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: Ashley Powell
Its: Authorized Agent

BUYER:

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

By: _____
Name: Tom Westmoreland
Its: Mayor

Attest:

_____
Fionnuala Kofoed
City Recorder

Approved to Form:

_____
Marcus Draper
City Attorney

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: Ashley Powell
Its: Authorized Agent

BUYER:

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

By: _____
Jared Gray
Mayor

Attest:

_____
Lacie Messerly
City Recorder

EAGLE MOUNTAIN 19 96 CORPORATE SEAL

Approved to Form:

_____
Marcus Draper
City Attorney

ESCROW AGENT ACCEPTANCE

This Real Property Purchase and Sale Agreement (the "Agreement"), and the Deposit, are accepted and Escrow is opened this ____ day of _____ 2023. Escrow Agent hereby agrees to act as Escrow Agent as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: FIDELITY NATIONAL TITLE

By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit A-1	-	Real Property Depiction
Exhibit A-2	-	Legal Description
Exhibit 1.15	-	Deed
Exhibit 5.1	-	Insurance Certificate
Exhibit 8.2.2	-	Affidavit

EXHIBIT A-1

REAL PROPERTY DEPICTION

Real property located in Eagle Mountain City, Utah County, Utah described as follows:

A parcel of land situate within the Southeast Quarter of Section 24, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah, said parcel being a portion of that certain tract of land described in Warranty Deed recorded August 1, 1980 as Entry No.: 25786, in Book 1850, at Page 401 of official Utah County Records and being more particularly described as follows:

Beginning at a point in the quarter section line common to sections 24 & 25, said point being North 88º33’07” West, along said quarter section line, a distance of 391.54 feet, from the Quarter Corner common to said Sections 24 & 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 88º33’07” West, continuing along said quarter section line and the South line of said tract, a distance of 208.72 feet; thence North, a distance of 206.13 feet; thence East, a distance of 208.65 feet; thence South, a distance of 211.40 feet, to the point of beginning.

Contains: 43,560 Sq. Ft., or 1.000 Acre

EXHIBIT A-2

DEPICTION OF THE WELL SITE

A parcel of land situate within the Southeast Quarter of Section 24, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah, said parcel being a portion of that certain tract of land described in Warranty Deed recorded August 1, 1980 as Entry No.: 25786, in Book 1850, at Page 401 of official Utah County Records and being more particularly described as follows:

Beginning at a point in the quarter section line common to sections 24 & 25, said point being North 88º33'07" West, along said quarter section line, a distance of 391.54 feet, from the Quarter Corner common to said Sections 24 & 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 88º33'07" West, continuing along said quarter section line and the South line of said tract, a distance of 208.72 feet; thence North, a distance of 206.13 feet; thence East, a distance of 208.65 feet; thence South, a distance of 211.40 feet, to the point of beginning.

Contains: 43,560 Sq. Ft., or 1.000 Acre

EXHIBIT 1.15

FORM SPECIAL WARRANTY DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____
Attn: _____
_____
_____

APN: _____

(space above for Recorder's use only)

SPECIAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Grantor"), hereby conveys and warrants against only those claiming by, through or under it (and no others), to the _____, a _____, whose address is _____ ("Grantee"), all right, title and interest in and to the real property located in _____, and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

TOGETHER with all easements, rights and hereditaments appurtenant thereto and all improvements located thereon;

SUBJECT TO current taxes and assessments and to the reservations, easements, covenants, conditions, restrictions, and other rights, interests or matters of record or enforceable at law or equity; and

RESERVING specifically unto Grantor all water rights, including shares of stock in water companies, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, under the above-described land, provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

[Signature and Acknowledgment Follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the _____ day of _____, 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Ashley Powell, Authorized Agent

STATE OF UTAH)
ss:
COUNTY OF SALT LAKE)

Acknowledged before me this _____ day of _____, 20__, by Ashley Powell, the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

_____
Notary Public

EXHIBIT 5.1

INSURANCE CERTIFICATE

[Insert before execution]

EXHIBIT 8.2.2

AFFIDAVIT PURSUANT TO
SECTION 1445 OF THE INTERNAL REVENUE CODE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person for purpose of U.S. income taxation. If Seller is a corporation, trust, partnership or estate, Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. If Seller is a corporation, trust, partnership or estate, transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

3. Seller's U.S. employer identification number is _____.

4. Seller's office address is: _____.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge, it is true, correct and complete. I further declare that I have authority to sign and deliver this certificate on behalf of Seller.

DATED as of _____, 20___.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Ashley Powell, Authorized Agent

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain, Utah Approving the 5th Amendment to the Amended and Restated Overland Master Development Agreement.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	$10.3 million
APPLICANT:	Terra Smith's Eagle Mountain I, LLC

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Historical Commercial Zone Town Center Mixed Use	53 acres

PUBLIC HEARING
Yes

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Approve Agreement

BACKGROUND:
The City is proposing to amend the Amended and Restated Master Development Agreement for Overland. In 2017, the City entered into the ARMDA with SITLA and Ivory Homes for the Overland Development. Ivory and SITLA have sold a 53 acre parcel within the commercial area of the development to a commercial developer working with Kroger for the development of a commercial shopping center. The parcel is located north of Mid Valley Road and east of Pony Express Parkway. The shopping center would include a Smith's Marketplace, another major big box retailer, 4 other smaller anchors adjacent to the Smith's, and numerous pad sites. To make the project financially feasible, the agreement includes tax incentives for the cost of infrastructure to support the development. The agreement would allow the developer to develop the property consistent with the already vested historic commercial zone. It also allows a few other permitted uses consistent with a Smith's anchored commercial marketplace.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
Planning Commission recommended approval.

ATTACHMENTS:
1. Ordinance
2. Development Agreement

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FIFTH AMENDMENT TO THE AMENDED AND RESTATED OVERLAND MASTER DEVELOPMENT AGREEMENT

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Fifth Amendment to the Amended and Restated Overland Master Development Agreement, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Fifth Amendment to the Amended and Restated Overland Master Development Agreement, as set forth in Exhibit A.

2. The Fifth Amendment to the Amended and Restated Overland Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Posted on _____ by _____.

Exhibit A

WHEN RECORDED RETURN TO:
Smith's Food & Drug Centers, Inc.
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100
Attention: Jennifer K Gothard
Law Department (SM-208)

FIFTH AMENDMENT TO THE
AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

AND

MASTER DEVELOPMENT AGREEMENT
FOR THE
EAGLES LANDING COMMERCIAL CENTER
(Eagle Mountain)

THIS FIFTH AMENDMENT TO THE *AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL* AND MASTER DEVELOPMENT AGREEMENT FOR THE EAGLES LANDING COMMERCIAL CENTER ("**Agreement**") is entered into on this _____day of _____, 2026 ("**Effective Date**"), by Terra Smith's Eagle Mountain I, LLC, a Utah limited liability company ("**Developer**"), and Eagle Mountain City, a political subdivision of the State of Utah ("**City**"). City and Developer are the "**Parties**" to this Agreement, and individually each is a "**Party**."

RECITALS

A. Developer, a joint venture, owns certain property located in City, legally described on the attached and incorporated Exhibit A ("**Property**"), and known by the following Utah County Tax ID numbers: 58:054:0046, 59:033:0016, 58:054:0045, and 58:054:0061.

B. Developer desires to create a commercial development project the Property to be known as Eagles Landing Commercial Center ("**Project**"), consisting of commercial development adjacent to Midvalley Road, Old Airport Road; and Pony Express Parkway, including road and intersection improvements attached hereto as Exhibit M and incorporated herein; with multiple commercial facilities and uses as generally depicted on the Project Plan ("**Project Plan**") attached hereto as Exhibit B and incorporated herein.

C. The Property is currently subject to the *Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel*, dated December

5, 2017, and recorded with the Utah County Recorder's Office as entry number 62737:2018 and four prior amendments: First Amendment dated August 20, 2019, Second Amendment dated November 17, 2020, Third Amendment dated August 14, 2022, and Fourth Amendment dated January 21, 2025 (collectively, "**Overland DA**"). Developer is successor in interest in the fee ownership of the Property, having obtained the Property from Ivory Homes, Ltd, Master Developer under the Overland DA. The Property consists of a portion of the area identified in the Overland DA as "Village 8."

D. To develop the Project, the Overland DA requires amendment with respect to the Property, modifying the development plan and uses for the Property, removing certain requirements associated with commercial development of the Property, and adopting a new name for the Project and a new zoning designation and development plan for the Property. This Agreement both amends the Overland DA and adopts a new Master Development Agreement and Project Plan on the Property.

E. Concurrent with the adoption of this Agreement, and as of the Effective Date, City has designated the Property into the City's Commercial Zone as designated in the 2017 Eagle Mountain Municipal Code Title 17.35.

F. Developer has submitted a Project Plan Application to the City that will enable development of the Project in accordance with the Project Plan attached hereto.

G. The Parties intend that the Project Plan, this Agreement, and the provisions of the City's Commercial Zoning designation in place as of adoption of the Overland DA in 2017 will permit development of the Project in substantial accordance with the Project Plan.

H. The Parties desire to facilitate the development of the Project by special financing vehicles, including but not limited to those provided for in Titles 17C and 17D of the Utah Code.

I. The Parties intend that this Agreement specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the Project Plan, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement, the Project Plan, and all other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation. Whenever in this Agreement:

1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary or where the City has discretion under the City's Vested Laws;

1.2. there is a reference to "days," such reference shall be deemed to be to "calendar days" unless the phrase "business days" is expressly stated;

1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

1.5. Priority of documents when interpreting terms, and priority in the event of conflict, shall be as follows:

1.5.1. The Project Plan, attached hereto as Exhibit B.

1.5.2. "**Design Guideline Elements**" meaning the Project-specific standards and exhibits for the Project, consisting of exhibits C-M attached hereto, including (as applicable): Streetscape Landscaping and Style (Exhibit C), Site Furnishings (Exhibit D), Landscape Treatments (Exhibit E), Anchor Tenant Architectural Elevations (Exhibit F), Fuel Center Architectural Elevations (Exhibit G), Sign Plans (Pylon and Monument) including the Sign Location Plan (Exhibit H), Site Lighting (Exhibit I), Outdoor Sales Display and Storage Plan (Exhibit J), Outbuilding/Pad Architectural Elevations (Exhibit L), and Public Road Improvements (Exhibit M), each to be discussed in Section 4 below, and once approved, shall be binding as provided herein. Notwithstanding anything to the contrary, if there is a conflict between the generally applicable Design Guideline Elements and (i) the approved Anchor Tenant Architectural Elevations, (ii) any subsequently approved Outbuilding/Pad Architectural Elevations for a particular building, or (iii) any approved tenant-specific Sign Plan, the approval listed in clauses (i)–(iii) shall control for the applicable building or tenant.

1.5.3. This Agreement;

1.5.4. The Overland DA; and

1.5.5. City ordinances in place as of the date of adoption of the 2017 Overland DA, except as expressly modified herein.

2. Amendment of the Overland DA

2.1. In accordance with Section 23 of the Overland DA, City and Developer (as successor to all of the rights and obligations of Master Developer in the Overland DA), hereby modify and amend the Overland DA with respect to the following provisions:

2.1.1. Section 6.4 of the Overland DA is hereby amended with the addition of

the following language at the beginning of that section: "*Except with respect to the Property, which shall be a planned commercial development and shall not require submission of a Village Site Plan or compliance with the terms of this Section 6.4*, . . ."

2.1.2. Section 11.4.9 of the Overland DA is hereby amended with the addition of the following language at the beginning of that section: "*Village 8. The portion of Village 8 that includes the Property shall be a planned commercial area. Open space and amenities thereon shall not be subject to the requirements of the Overland DA but shall be as shown in the Master Site Plan. Remaining portions of Village 8, not part of the Property, shall include* . . ."

2.1.3. In the event of any other conflict or disagreement between the Overland DA and this Agreement or the Project Plan attached hereto, such conflicting language or terms shall be considered an amendment to the Overland DA to conform with the Project Plan and this Agreement. Except with respect to the terms specified in this Agreement, which are applicable only to the Property, the Overland DA remains in full force and effect.

3. Zoning & Vesting.

3.1. Following the adoption of this Agreement, the Developer shall retain its vested right, to the fullest extent permissible under the law, to develop the Project in accordance with Utah law, the 2017 City ordinances (unless otherwise specified herein), the Project Plan, and Design Guideline Elements, without further action or approval by the City. These vested rights are subject to the requirement that Developer proceed with reasonable diligence as contemplated in Utah Code § 10-20-902, as amended.

3.2. In addition to all uses permitted by applicable 2017 City ordinances, the following uses shall also be vested as permitted uses in the Project:

3.2.1. automobile gas/service stations;
3.2.2. restaurants and banks with drive-through service facilities;
3.2.3. commercial laundries; and
3.2.4. outdoor storage.

3.3. As an exception to the vesting principles above, the following future laws ("**Future Laws**") and ordinances adopted by City after the Effective Date shall apply to the Project:

3.3.1. Future Laws that Developer agrees in writing apply to the Project;

3.3.2. Future Laws that are both generally applicable to all properties in the

City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

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

3.3.4. Future Laws regarding lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right is hereby reserved

3.3.5. Future Laws regarding changes to the amounts of fees for the processing of applications that are generally applicable to all development within City and that are adopted in accordance with state and local law.

3.4. Developer may elect to sell one or more portions of the Project to a subdeveloper ("**Subdeveloper**"). Any portion of the Property (each a "**Parcel**") sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement and the Project Plan. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Developer shall provide City with a report showing the Parcel ownership, and the projected or potential uses.

4. Development of the Project.

4.1. Developer may develop the Project in phases, and Developer reserves all discretion to determine when to develop a particular portion or phase of the Property, based upon Developer's business judgment. Notwithstanding the foregoing, Developer is subject to the requirement to proceed with reasonable diligence. If it appears the Developer will not proceed with development for an extended period of time, the Parties shall meet to confer in good faith as to how best to amend this Agreement in a manner that fulfills the intent of the Parties.

4.2. At any time prior to the construction of Old Airport Road east of Pony Express Parkway by the City, Developer may purchase from the City the portion of the Old Airport Road right-of-way depicted in Exhibit K. If Developer elects to purchase the portion of Old Airport Road within six months of the Effective date, the purchase price will match the price paid by Developer for the Property, adjusted pro-rata per square foot. If Developer elects to purchase the portion of Old Airport Road at a time that is more than six months following the Effective Date, the purchase price shall be determined by a commercial appraisal, performed by a mutually acceptable appraiser based on a commercial use of the property.

4.3. The Project Plan comprises the Anchor Area and the Pad Area. The "**Anchor Area**" includes the buildings labeled *Grocery*, *Major*, and *Anchors A through D* on the Project Plan, with their surrounding features. The "**Pad Area**" includes the 23 buildings labeled *Pads A-*

B, Fuel C, Pads D-L, Fuel M, Pad N-Q, Retail R & S, and *Pads T-W*, with their surrounding features. The Pad Areas are intended for commercial tenants such as fast-food restaurants, fuel centers, banks, and automotive service centers, and other commercial uses (each, a "**Pad User**"). Developer has sole discretion to select and enter into agreements with Pad Users, provided the proposed use is permitted or conditionally permitted use under applicable City ordinances and this Agreement.

4.4. The Project shall be constructed in substantial conformance with the Design Guidelines Elements, attached hereto as Exhibits C through M, which are expressly approved by City.

4.5. Following City Council approval of this Agreement, and the associated zoning, Project Plan, and Design Guideline Elements included therewith all subsequent Project approvals (including pad site plans, building permits, and similar approvals) shall be processed as administrative reviews. Such reviews shall be limited to confirming compliance with the Project Plan (as modified with respect to the Pad Area), the applicable Design Guideline Elements, and applicable City codes, and shall not require discretionary land use hearings except to the extent a Material Change is proposed. No additional architectural design review, beyond staff confirmation of substantial conformance, shall be required for anchor tenants at Site Plan approval and the issuance of Building Permits.

4.5.1. City shall complete its administrative review of complete Site Plan and Building Permit Plan submittals for the Project within the following timeframes: (i) the first submittal shall be reviewed within four (4) weeks after City's receipt; (ii) the second submittal shall be reviewed within three (3) weeks after City's receipt of a resubmittal addressing City comments; and (iii) the third submittal shall be reviewed within two (2) weeks after City's receipt of a second resubmittal addressing City comments. City may complete its review in less time. If any portion of City's review is delegated to an approved third-party reviewer, such third-party reviewer shall be required to comply with the same review timeframes set forth herein.

4.5.2. Only a **"Material Change"** to the Anchor Area will require amendment of this Agreement or the Project Plan. A Material Change in the Anchor Area includes: (i) a change that substantially increases parking requirements; (ii) a change in pedestrian or traffic patterns that initiate safety concerns; (iii) a change that is directly contrary to the terms of this Agreement or applicable City ordinances; (iv) a change that materially deviates from the approved Anchor Tenant Architectural Elevations, Fuel Center Architectural Elevations, Sign Plans, Site Lighting, Landscape Treatments, Streetscape Landscaping and Style, Site Furnishings, or Outdoor Storage Plan Design Guideline Elements applicable to the Anchor Area; (v) changes to anchor tenant façade materials or colors; (vi) changes to approved sign types, heights, or locations; (vii) changes to lighting pole heights/fixture types; (viii) changes to the Outdoor Storage Plan; and (ix) changes to increase the number of Pad Area units.

4.5.3. Any non-Material Changes to the Anchor Area may be requested by Developer and shall be reviewed and approved by City planning staff upon a staff finding that such change is not a Material Change.

4.5.4. The Anchor Tenant Architectural Elevations and the Sign Plans Design Guideline Elements are approved as final for the Anchor Area. Any deviation visible from public right-of-way shall constitute a Material Change unless approved by the City as a minor modification consistent with the approved Design Guideline Elements.

4.5.5. The anchor tenant buildings, including the occupant of the unit labeled "Major," Smith's Marketplace," and the "Smith's Fuel Center" shall be constructed in substantial conformance with the applicable Design Guideline Elements, specifically the Anchor Tenant Architectural Elevations attached hereto as Exhibit F and the Fuel Center Architectural Elevations attached hereto as Exhibit G.

4.5.6. Developer may construct and establish two automobile fuel/service stations within the Pad Area as shown on Exhibit B, affiliated with the use at the site labeled "Grocery" within the Anchor Area. Such fuel station shall be an unsevered part of the permitted use at the site for a grocery store and shall not be required to obtain a separate conditional or special use permit. The fuel center shall be constructed in accordance with the Fuel Center Architectural Elevations attached hereto as Exhibit G.

4.5.7. Any outdoor storage yard authorized herein shall be located, configured, screened, and operated in substantial conformance with the Design Guideline Elements as found in the Outdoor Sales Display and Storage Plan attached hereto as Exhibit J. City may enforce the Outdoor Storage Plan through administrative review and code enforcement, and any Material Change to the footprint, screening, or visibility of the outdoor storage yard from public right-of-way shall constitute a Material Change. Developer may construct and establish an outdoor storage yard within the Anchor Area, affiliated with the use of the site labeled "Major." Such outdoor storage shall be considered as an unsevered part of the permitted use for retail establishments and shall not be required to obtain a separate conditional or special use permit.

4.6. The Parties acknowledge that the Pad Areas are expected to undergo significant and frequent changes, based upon pad tenant needs and commercial market factors. Accordingly, except as otherwise indicated in this Agreement, no changes to Pad Areas will require amendment of this Agreement or the Project Plan.

4.6.1. Development of all uses within the Pad Area will require submission to City of a Site Plan application for that Pad. Site plan applications for properties within the Pad Area will be reviewed and approved administratively by City Staff.

4.6.2. Architectural styles, façade composition, roof forms, and site design for Pad Area development shall generally comply with the Design Guideline Elements including but not limited to the Streetscape Landscaping and Style attached hereto as Exhibit C, Site Furnishings attached hereto as Exhibit D, Landscape Treatments attached hereto as Exhibit E, and any Pad Area architectural guidance exhibits approved hereunder. Pad Area developments may utilize tenant-specific prototype designs, provided they are generally consistent with the intent of the approved Design Guideline Elements and meet the applicable City code requirements. Site design for Pad Area development shall also generally

comply with the Landscape Screening for the Drive Thru Exhibit attached hereto as Exhibit C.

4.7. Developer is obligated to Develop the Project in substantial accordance with the City's *Commercial and Multifamily Design Standards* (Eagle Mountain City Code Chapter 17.72), as they existed at the time of approval of the 2017 Overland DA ("**Design Standards**"). The applicable Design Standards are attached hereto as Exhibit M. Developer is expressly authorized to deviate from the Design Standards as follows:

4.7.1. Primary entrances to commercial uses in the Pad Areas shall not be required to face a public street, but may be oriented toward internal traffic and pedestrian zones, in order to meet the needs of the occupant of the Pad Area.

4.7.2. Commercial uses on Pad Areas shall be permitted to have parking near the Primary Entrance of that building.

4.7.3. Commercial uses on Pad Areas shall be permitted to have parking on the Pad Area between the building and the public street.

4.7.4. Architectural styles, entrances, elevations, articulations, and roof designs in the Pad Areas shall generally comply with those shown on the renderings provided in the Design Guideline Elements.

4.8. Site lighting for the Project is expressly approved as part of this Agreement and shall be installed in substantial conformance with Exhibit I. **The approved lighting intensity for the Project is one hundred fifty thousand (150,000) lumens per gross acre, and the approved fixture mounting heights shall be as shown on Exhibit I.** The Project shall in all other respects comply with Eagle Mountain Municipal Code Chapter 17.56, with the exception that fixture heights shall be thirty (30) feet. Following City Council approval of this Agreement, City shall process lighting reviews and permits for the Project as administrative approvals upon a finding of substantial conformance with Exhibit I and the foregoing approved lighting standards, and shall not require discretionary design review or additional lighting limitations beyond applicable codes related to public safety and light spillover.

4.9. Developer is obligated to Develop the Project in substantial accordance with the City's Sign Regulations and Sign Permits ordinances (Eagle Mountain City Code Chapter 17.80), as they existed at the time of approval of the 2017 Overland DA ("**Sign Standards**"). The Project's Sign Plans and Sign Location Plan are attached hereto as Exhibit H. For clarity, Exhibit H contains both (i) the applicable Sign Standards (Eagle Mountain City Code Chapter 17.80 as of adoption of the 2017 Overland DA) and (ii) the Project's approved Sign Plans and Sign Location Plan. In the event of any conflict between the Sign Standards and the approved Sign Plans/Location Plan in Exhibit H, the approved Sign Plans/Location Plan shall control for the Project.

4.10. Developer is authorized to deviate from the Sign Standards as follows:

4.10.1. Developer shall be permitted to install up to five (5) Pylon Signs and up to ten (10) additional Monument Signs for Project identification and wayfinding as shown in the Sign Plans and Sign Location Plan attached hereto as Exhibit H. Sign Plans and Sign Location Plan establishes the approved sign locations, sign types, and sign configurations for the Project, and City shall process sign permits for such signs as administrative approvals provided the proposed signs substantially conform to the approved Sign Plans Design Guideline Element and the Sign Standards, as modified herein. Developer shall be permitted to install up to five (5) Pylon Signs at entrances to the Project, with up to three (3) along Pony Express Parkway, as shown on the sign plan attached hereto as Exhibit H. The Pylon signs shall be up to twenty-seven (27) feet in height and fourteen (14) feet across and shall identify occupants of Anchor Areas as well as Pad Areas.

5. Infrastructure Financing.

5.1. The Parties acknowledge and agree that development of the Property pursuant to this Agreement will result in positive economic benefits to City and its residents by, among other things, increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

5.2. In consideration thereof, and to the extent permitted by applicable law, City shall provide to Developer, by means of bonding or other lawful revenue sources chosen by City, funds to pay for the development of public infrastructure related to the Project. Such "**Public Infrastructure**" may include, but is not limited to, the following elements of the Project: (i) major roadway and traffic-related improvements; (ii) acquisition of culinary water shares and installation of public culinary and secondary water infrastructure; (iii) mass grading of the overall site; (iv) construction of public improvements to storm drain, electrical and other utilities; (v) necessary engineering, permitting, materials, and inspection costs; (vi) any other infrastructure primarily for use by the public that would fit the definition of "system improvement" under the *Utah Impact Fees Act*, Utah Code § 11-36a-101 *et seq.*; and (vii) any management or other soft costs associated therewith. The amount provided by the City to pay for such Public Infrastructure shall be no less than the amount estimated by the City Engineer's of probable costs to construct the Public Infrastructure, but shall not exceed Ten Million Two Hundred Seventy Thousand Dollars ($10,270,000)) ("**Infrastructure Funds**"). The Infrastructure Funds shall consist of up to Eight Million Dollars ($8,000,000) for use on any Public Infrastructure and up to Two Million Two Hundred Seventy Thousand Dollars ($2,270,000) that the City received from Utah County for the construction of Old Airport Road that may only be used for purposes consistent with the restrictions attached to those monies. City shall provide to Developer an additional amount of One Million Dollars ($1,000,000) in existing City infrastructure improvement funds, to enable Developer to complete infrastructure improvements. These additional funds shall not be included in the Infrastructure Funds for purposes of this Agreement.

5.3. Developer agrees to work cooperatively with City to enable City to obtain the Infrastructure Funds. Such cooperation shall include collaborating on the issuance of bonds and/or creating public financing opportunities, such as the financing mechanisms set forth in Title 17C or Title 17D of the Utah Code. City agrees that in obtaining the Infrastructure Funds,

no mills, tax levies, or assessments shall be placed on the Property or the Project without the express written consent of the Developer.

5.4. Prior to commencement of construction on the Project, City will deposit the Infrastructure Funds into a mutually agreed escrow account (the "**Infrastructure Escrow**"). Disbursement of Infrastructure Funds from such Infrastructure Escrow during construction, including progress payments, retainage, payment for materials delivered to the Project, and final release following acceptance, shall be governed by Section 6 of this Agreement.

5.5. Notwithstanding any other term or obligation in this Agreement, Developer's obligation to provide Public Infrastructure is limited to the expenditure of the Infrastructure Funds. Developer is not obligated to expend Developer's funds for Public Infrastructure. City shall not require Developer to oversize any Public Infrastructure or to provide Public Infrastructure beyond what would be required to pay for Developer's proportionate share, as defined in Utah Code § 10-20-911 and in the *Nollan/Dolan* line of United States Supreme Court cases, unless such oversized and excess Public Infrastructure shall also be paid for in full out of Infrastructure Funds.

5.6. If the total amount of Infrastructure Funds exceed amounts needed to provide Public Infrastructure, City may, to the extent doing so is permitted by the financing terms, request that Developer utilize such funds to:

5.6.1. perform additional improvements;

5.6.2. pay off bonds early; or

5.6.3. provide the City with the excess funds.

5.7. The City acknowledges that the provision of the Infrastructure Funds, in sufficient amounts to reimburse or otherwise pay the Developer for costs and expenses incurred in providing the Public Infrastructure, is a material, integral term of this Agreement and development of the Project. If the Infrastructure Funds are not provided in sufficient amounts, Developer may (1) elect to proceed with the Project under the terms herein, or (2) elect to terminate this Agreement by delivering written notice thereof to the City. Upon delivery of such notice, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations hereunder.

5.8. In the event that any dispute arises with regard to the terms of this Section 5, including but not limited to a dispute over invoices, inspections, or whether a particular improvement is a Public Improvement, the parties will within 10 days of the dispute arising, exchange their basis for the dispute, and arguments regarding resolution of the dispute, to one another in writing. Within 10 days of such exchange, the Parties shall then meet and confer in good faith in an effort to resolve such dispute. The Parties may, but are not obligated to, employ the services of a mediator.

6. Infrastructure Fund Disbursements.

6.1. Developer's obligation to provide public infrastructure or any improvements hereunder is expressly conditional upon City's approval of the Project and issuance of permits required for construction of the applicable improvements.

6.2. Developer, using Infrastructure Funds, shall make public improvements to roads within the Project Area, as shown on Exhibit M in accordance with this Agreement. Developer will complete improvements associated with identified public streets. The road right-of-way is currently owned by the City.

6.3. The Infrastructure Funds described in Section 5 shall be held in the Infrastructure Escrow. The Parties agree the Infrastructure Escrow shall serve as the Improvement Completion Assurance in accordance with Utah Code 10-20-807, for completion of required public improvements funded therefrom (the "**Public Improvements**") and shall be funded in an amount equal to **one hundred ten percent (110%)** of the City Engineer-approved Engineer's Opinion of Probable Construction Cost ("**OPCC**") for the Public Improvements required to be guaranteed under this Agreement.

6.3.1. Notwithstanding the extent that Utah State law, Eagle Mountain City Code Section 16.30.060(C), or other City policy dictates the procedure and timing of the release of improvement completion assurance or other bond funds, including but not limited to requiring City Council action to approve escrow or bond releases during construction, the Parties agree that release of the Infrastructure Funds will occur in accordance with the procedure and timing set forth in this Section.

6.3.2. **All progress releases and payments from the Infrastructure Escrow shall be authorized administratively by the Mayor, City Manager, and City Attorney.** Developer (or its contractor) may submit requests for releases and payment from the Infrastructure Escrow directly to the City no more frequently than **once every thirty (30) days**, unless otherwise approved by the Mayor, City Manager, and City Attorney. Upon submission of a request for release and payment, the City will promptly inspect and verify the work completed. The City will immediately release the funds when work is determined to pass inspection.

6.3.3. The Mayor, City Manager, and City Attorney will also immediately authorize the release of funds for materials delivered for the Public Improvements upon confirmation of delivery. The Mayor, City Manager, and City Attorney may authorize partial payment for materials delivered to the Project site but not installed, subject to inspection, verification, lien protection, and secure storage. Unless otherwise approved in writing by the Mayor, City Manager, and City Attorney, payment for delivered-but-not-installed materials shall not exceed **seventy-five percent (75%)** of invoiced cost, with the balance payable upon installation.

6.3.4. At the completion of the Project, City may retain not more than ten percent (10%) of the Infrastructure Funds owed to Developer for no more than one year as an improvement warranty, which shall be managed in accordance with Utah Code 10-20-807.

6.3.5. Final acceptance of the Public Improvements shall occur following completion of the Project, City Engineer inspection confirming compliance, and submission of required closeout documentation (including as-builts and final lien releases). After final acceptance, the escrow agent shall release remaining escrow funds, subject to any improvement warranty holdback required by the City.

6.4. Developer and City acknowledge that timely payment of contractors and suppliers is necessary for efficient construction of the Public Improvements. Accordingly, the Parties intend that payment releases from the Infrastructure Escrow be processed through the administrative process authorized in this Section 6 without requiring City Council approval.

6.5. Third Party Inspections.

6.5.1. Developer shall have the option, at Developer's discretion, to retain a qualified third-party to perform inspections of Public Improvements, including final inspections.

6.5.2. City may provide reasonable input regarding the acceptability and qualifications of any third-party inspector retained by Developer; provided, however, City shall not be entitled to disqualify an inspector chosen by Developer without good cause.

7. Default.

7.1. If Developer, a Subdeveloper, or City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide notice to the other Party. If City believes that the Default has been committed by a Subdeveloper, then that City shall also provide a courtesy copy of the notice to Developer.

7.2. The notice of Default shall:

7.2.1. Specify the claimed event of Default;

7.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

7.2.3. Identify why the Default is claimed to be material;

7.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

7.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

7.4. The Party prevailing in any action arising from an uncured default shall be

awarded its reasonable legal expenses, including its reasonable attorney fees.

7.5. The Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

7.6. If any Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

7.7. A default of any obligations assumed by an assignee or Subdeveloper shall not be deemed a default of Developer.

7.8. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:
Terra Smith's Eagle Mountain I, LLC
c/o Terra Strada
P.O. Box 377
Kaysville, UT 84037
Attn: J. Stuart Adams

With a copy to:

Smith's Food & Drug Centers, Inc.
c/o The Kroger Co.
1014 Vine Street
Cincinnati, OH 45202
Attn: Law Department, Jenny Gothard

With a copy to:
Dentons Durham Jones Pinegar
c/o Brent N. Bateman
1557 Innovation Way, Ste 400
Lehi, UT 84043
brent.bateman@dentons.com

To City:
Eagle Mountain City
Attn: City Recorder
1650 Stagecoach Run
Eagle Mountain, UT 84005
recorder@eaglemountain.gov

7.9. Notwithstanding the termination of this Agreement for any reason, any applications, development entitlements, approvals, or improvements, on any portion of the Property in accordance with this Agreement and the Project Plan ("**Development Activities**") shall remain fully vested under this Agreement, and the fee owner of the Parcels on which such Development Activities pertain shall be entitled to continue the Development Activities on its Parcel in accordance herewith.

8. Assignability.

8.1. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer's assignment of all or any part of the Developer's rights and responsibilities hereunder to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed.

8.2. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

8.3. Any assignee of all or any part of Developer's rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

9. General Provisions.

9.1. The initial term of this Agreement shall be 20 years beginning on the Effective Date.

9.2. This Agreement has been reviewed and revised by legal counsel for the Developer and City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

9.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

9.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements and a rezone of the Property. If a referendum or challenge relates to the approval of this Agreement or the adoption of the New Zone, and the referendum or challenge is submitted

to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate that portion of this Agreement applicable to the City. Upon Developer's delivery of a Notice of rescission pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder.

9.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law.

9.6. The rights of City under this Agreement shall not be assigned, but City is authorized to enter into any contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such Party adequately and reasonably maintains and operates such facility or improvement.

9.7. This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Utah County, Utah. This Agreement shall run with the land.

9.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9.9. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

9.10. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

9.11. If City elects to consider terminating this Agreement due to any uncured Default by Developer, then City shall give to the Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.

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

9.12. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.13. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed.

9.14. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, unanticipated materials shortages exceeding six months, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

9.15. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

9.16. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

9.17. In the event either Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all reasonable and actual costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.

[Signature Page Follows]

THE PARTIES have executed this Agreement below, to be effective as of the Effective Date.

DEVELOPER:

TERRA SMITH'S EAGLE MOUNTAIN I, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

The forgoing instrument was acknowledged before me this _____day of _____, 2026, by _____, the _____ of Terra Smith's Eagle Mountain I, LLC.

_____

NOTARY PUBLIC

My Commission Expires: (Seal) Residing at:

_____ _____

CITY:

EAGLE MOUNTAIN CITY,
a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

Approved as to form and legality:

City Attorney

By: _____

Attest:

City Recorder

By: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:§.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, _____, the _____of Eagle Mountain City.

_____

NOTARY PUBLIC

My Commission Expires: (Seal) Residing at:

_____ _____

Exhibit ' A '

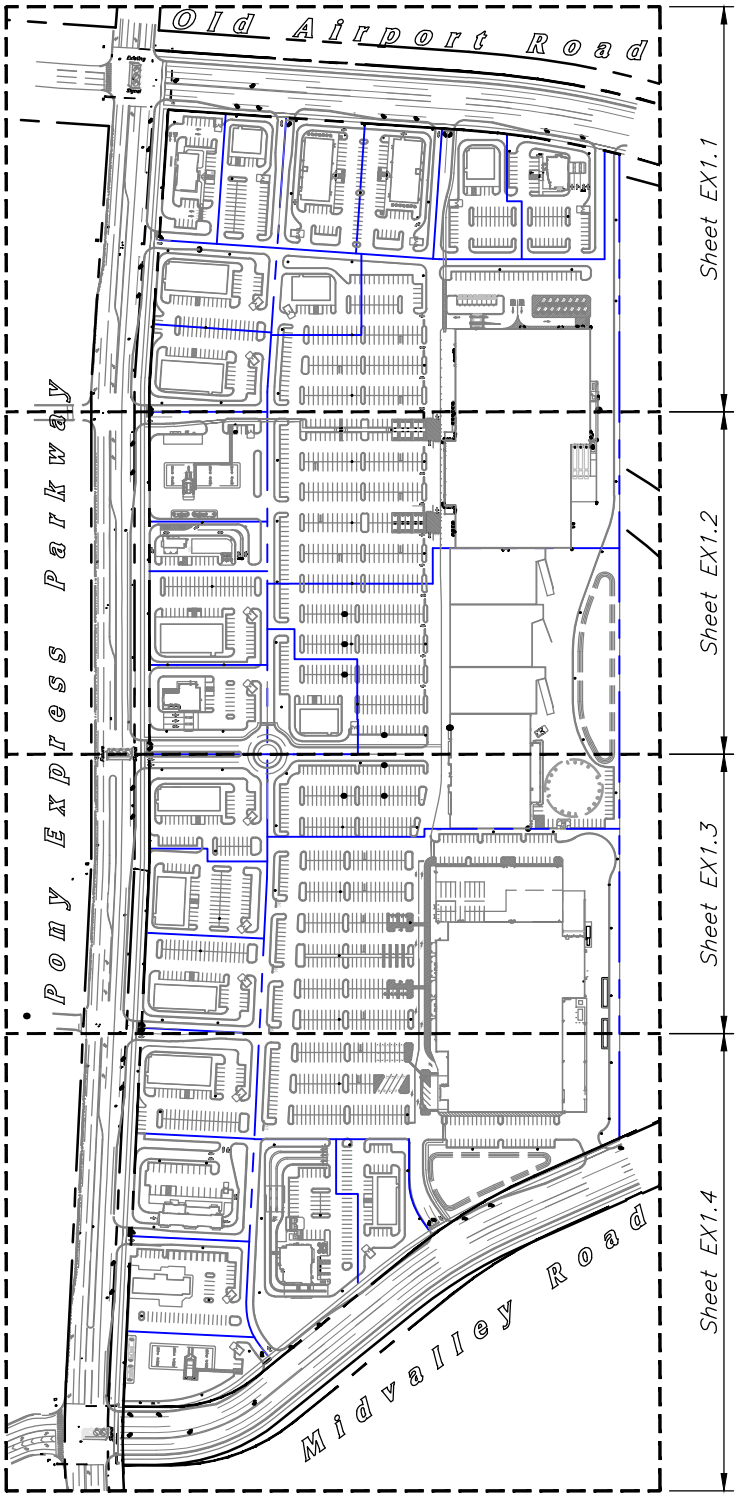
Smiths 208 Eagle Mountain **27 August 2025**
Overall Boundary

A part of the South Half of Section 36, Township 5 South, Range 2 West and the Northeast Quarter of Section 1, Township 6 South, Range 2 West of the Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah.

Beginning at a point on the Easterly Line of Pony Express Parkway as widened to 76.00 foot half-width and the Southwesterly Line of the Old Airport Road as it exists at 103.00 foot half-width located 267.81 feet South 0°36'08" West along the Section Line; and 1774.46 feet North 89°23'10" West from an existing Monument found marking the East Quarter Corner of said Section 36; and running thence along said Southwesterly Line of the Old Airport Road the following two courses: South 61°32'38" East 616.62 feet; and Southeasterly along the arc of an 1897.00 foot radius curve to the right a distance of 331.50 feet (Center bears South 28°27'20" West, Central Angle equals 10°00'44" and Long Chord bears South 56°32'18" East 331.08 feet); thence South 24°30'40" West 2009.05 feet to the Northerly Line of Midvalley Road as it will be dedicated to 61.00 foot half-width; thence along said Northerly Line the following five courses: North 89°22'13" West 277.48 feet to a point of curvature; Southwesterly along the arc of and 1103.00 foot radius curve to the left a distance of 288.77 feet (Central Angle equals 15°00'00" and Long Chord bears South 83°07'47" West 287.94 feet) to a point of tangency; South 75°37'47" West 368.88 feet to a point of curvature; Westerly along the arc of a 281.00 foot radius curve to the right a distance of 191.64 feet (Central Angle equals 39°04'29" and Long Chord bears North 84°49'59" West 187.95 feet) to a point of tangency; and North 65°17'44" West 68.92 feet to the Easterly Line of Pony Express Parkway as widened to 76.00 foot half-width; thence along said Easterly Line the following six courses: Northeasterly along the arc of a 2374.00 foot radius curve to the right a distance of 45.88 feet (Center bears South 63°49'21" East, Central Angle equals 1°06'26" and Long Chord bears North 26°43'52" East 45.88 feet); North 27°17'06" East 1067.90 feet to a point of curvature; Northeasterly along the arc of a 576.00 foot radius curve to the left a distance of 27.89 feet (Central Angle equals 2°46'26" and Long Chord bears North 25°53'53" East 27.88 feet) to a point of tangency; North 24°30'40" East 972.70 feet to a point of curvature; Northeasterly along the arc of a 424.00 foot radius curve to the right a distance of 29.18 feet (Central Angle equals 3°56'36" and Long Chord bears North 26°28'58" East 29.18 feet) to a point of tangency; and North 28°27'16" East 517.83 feet to the point of beginning

Contains 2,316,098 sq ft
or 53.170 acres

Exhibit ' B '



Scale: 1" = 400'

400' 0 400' 800'

AWA

Master Site Plan

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

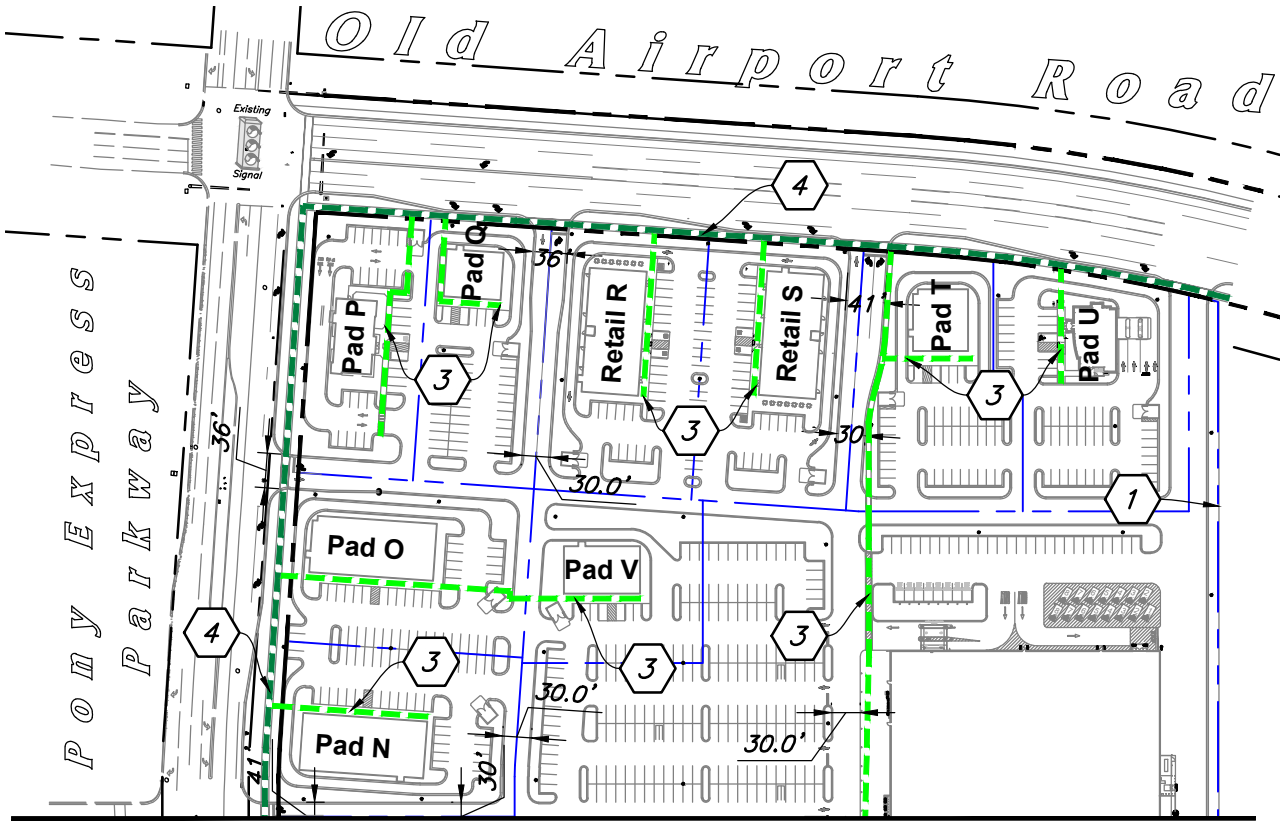
Sheet No.

EX1.0

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC

15 Jan, 2026

Exhibit ' B '



Match Line - See Sheet EX1.2

Site Data:	Lot Area	Building Area	Parking Required	Parking Provided	Impervious Area Provided	Landscape Area Required	Landscape Area Provided
Pad N	42,922 sf	7,840 sf	59 stalls	45 stalls	37,723.92 sf		5,198.08 sf
Pad O	43,297 sf	7,815 sf	59 stalls	44 stalls	37,985.05 sf		5,311.95 sf
Pad P	32,499 sf	3,333 sf	17 stalls	33 stalls	25,401.94 sf		7,097.06 sf
Pad Q	34,264 sf	3,040 sf	23 stalls	41 stalls	29,763.84 sf		4,500.16 sf
Retail R	44,583 sf	7,740 sf	39 stalls	37 stalls	38,430.50 sf		6,152.50 sf
Retail S	43,768 sf	7,740 sf	39 stalls	37 stalls	38,148.70 sf		5,619.30 sf
Pad T	42,286 sf	3,785 sf	29 stalls	41 stalls	36,204.03 sf		6,081.97 sf
Pad U	46,068 sf	3,785 sf	29 stalls	41 stalls	37,526.57 sf		8,541.43 sf
Pad V	31,943 sf	2,954 sf	22 stalls	47 stalls	26,978.37 sf		4,964.63 sf
Total:	361,630 sf	48,032 sf	316 stalls	366 stalls	308,162.92 sf		53,467.08 sf

Keynotes

1. 6' Height CMU or Post & Panel Precast Concrete Screen Wall
2. Storm Water Retention Basin
3. 8' wide (Public) Pedestrian Route
4. 5' min. wide (Private) Pedestrian Route

Scale: 1" = 200'

200' 0 200' 400'

AWA

Master Site Plan

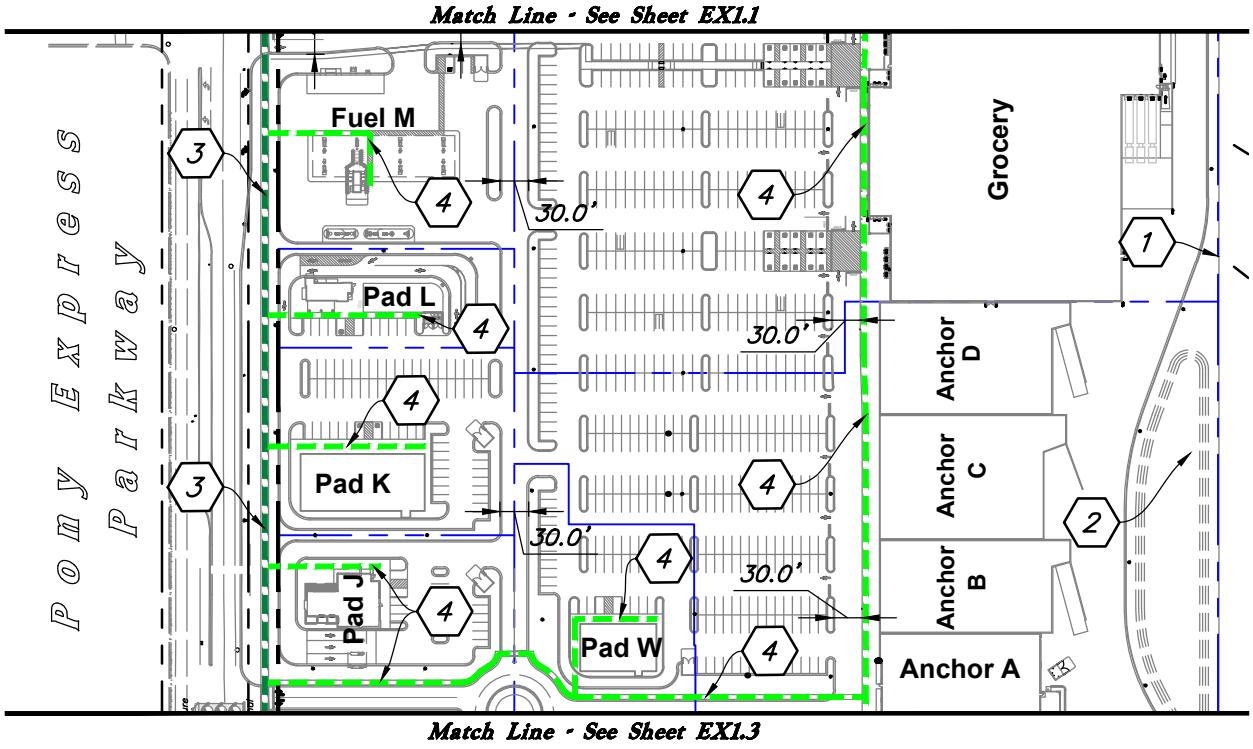
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.1

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' B '



Site Data:	Lot Area	Building Area	Parking Required	Parking Provided	Impervious Area Provided	Landscape Area Required	Landscape Area Provided
Anchor A, B, C, & D.	367,716 sf	102,873 sf	515 stalls	379 stalls	317,352.40 sf		50,363.60 sf
Grocery	442,769 sf	123,000 sf	492 stalls	498 stalls	411,899.93 sf		30,869.07 sf
Pad J	45,732 sf	3,400 sf	17 stalls	18 stalls	38,535.21 sf		7,196.80 sf
Pad K	48,106 sf	7,870 sf	59 stalls	71 stalls	44,257.53 sf		3,848.47 sf
Pad L	25,338 sf	950 sf	7 stalls	12 stalls	19,177.78 sf		6,160.22 sf
Fuel M	56,221 sf	179 sf	1 stall	3 stalls	50,998.71 sf		5,222.29 sf
Pad W	40,611 sf	4,040 sf	31 stalls	43 stalls	34,818.37 sf		5,792.63 sf
Total:	1,026,493 sf	243,312 sf	1,122 stalls	1,024 stalls	917,039.93 sf		109,453.08 sf

Keynotes

1. 6' Height CMU or Post & Panel Precast Concrete Screen Wall
2. Storm Water Retention Basin
3. 8' wide (Public) Pedestrian Route
4. 5' min. wide (Private) Pedestrian Route

Scale: 1" = 200'

200' 0 200' 400'

AWA

Master Site Plan

Eagles Landing

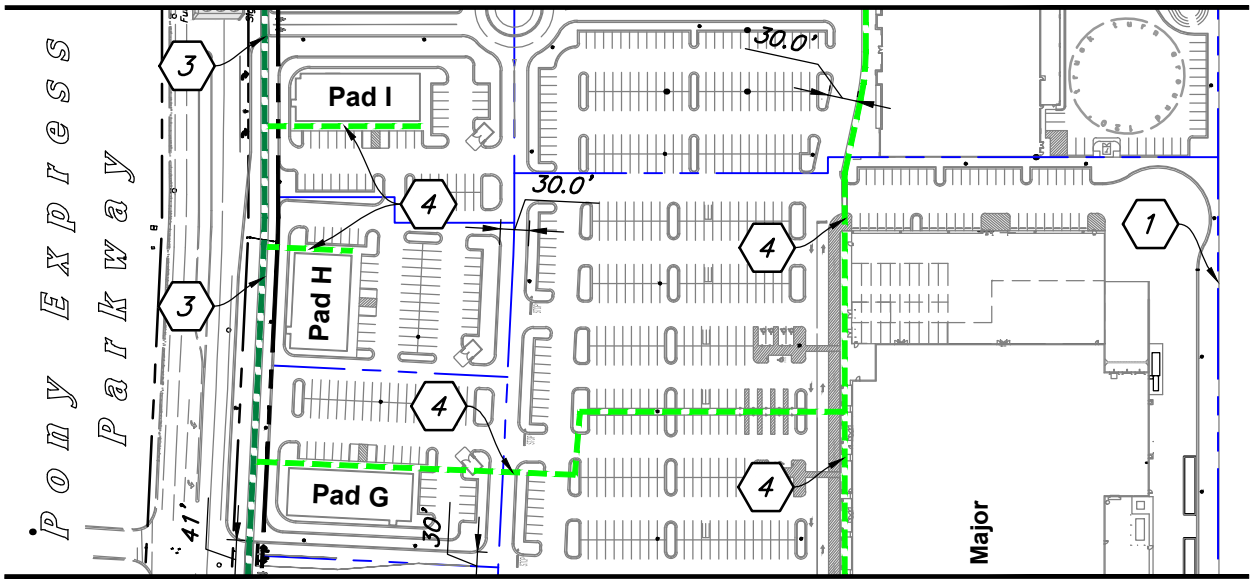
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.2

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' B '

Match Line - See Sheet EX1.2



Match Line - See Sheet EX1.4

Site Data:	Lot Area	Building Area	Parking Required	Parking Provided	Impervious Area Provided	Landscape Area Required	Landscape Area Provided
Major	518,342 sf	107,135 sf	536 stalls	533 stalls	460,255.77 sf		58,086.23 sf
Pad G	48,831 sf	6,540 sf	49 stalls	64 stalls	43,637.89 sf		5,193.11 sf
Pad H	41,308 sf	6,040 sf	49 stalls	53 stalls	37,159.64 sf		4,148.36 sf
Pad I	51,761 sf	6,515 sf	49 stalls	48 stalls	42,297.02 sf		9,463.98 sf
Total:	660,242 sf	126,230 sf	683 stalls	698 stalls	583,350.32 sf		76,891.68 sf

Keynotes

1. 6' Height CMU or Post & Panel Precast Concrete Screen Wall
2. Storm Water Retention Basin
3. 8' wide (Public) Pedestrian Route
4. 5' min. wide (Private) Pedestrian Route

Scale: 1" = 200'

200' 0 200' 400'

AWA

Master Site Plan

Eagles Landing

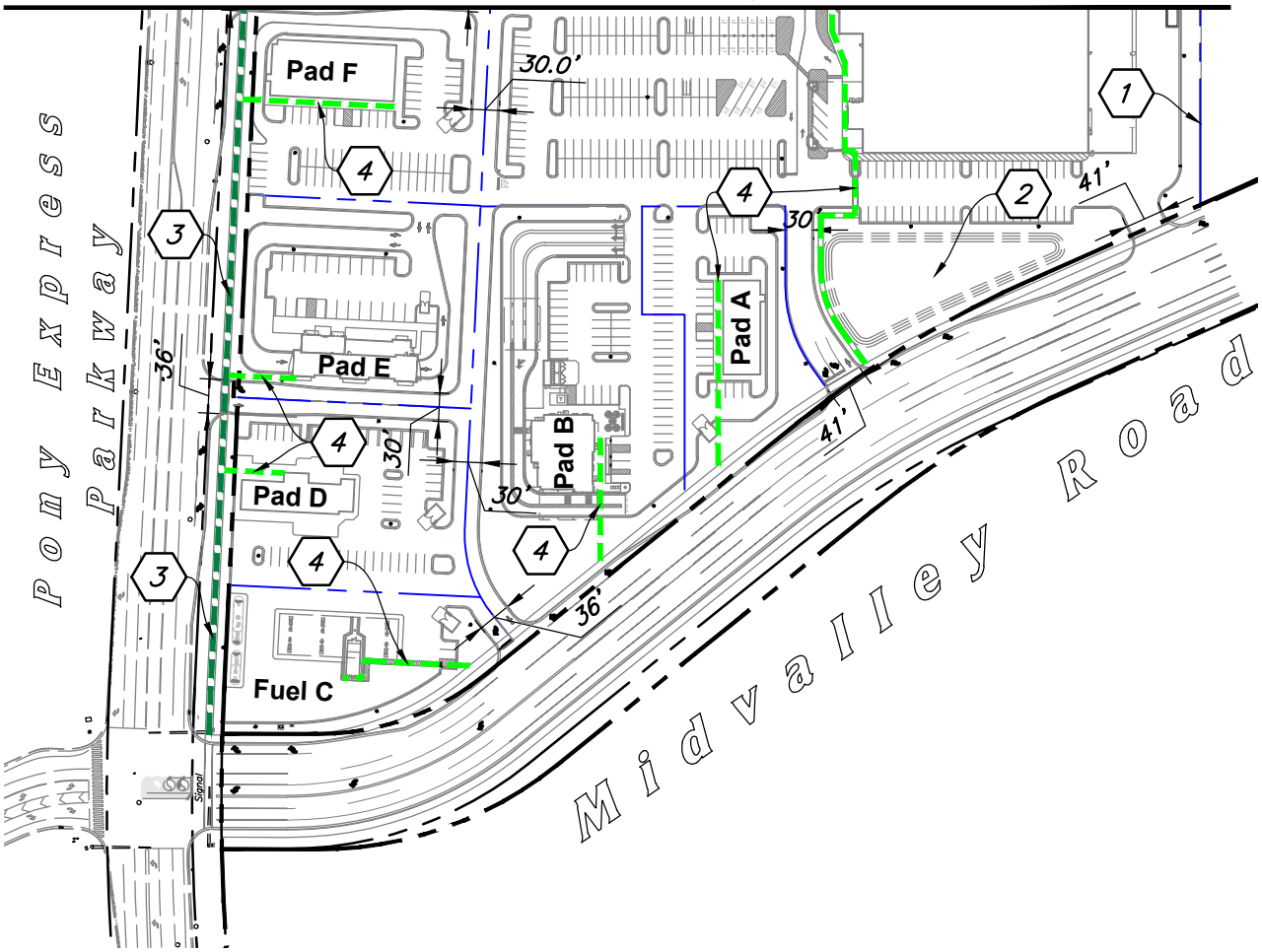
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.3

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' B '

Match Line - See Sheet EX1.3



Site Data:	Lot Area	Building Area	Parking Required	Parking Provided	Impervious Area Provided	Landscape Area Required	Landscape Area Provided
Pad A	34,541 sf	4,040 sf	31 stalls	35 stalls	25,759.85 sf		8,781.15 sf
Pad B	80,986 sf	5,044 sf	38 stalls	50 stalls	58,482.87 sf		22,503.13 sf
Fuel C	35,903 sf	450 sf	1 stall	2 stalls	31,619.59 sf		4,284.41 sf
Pad D	49,294 sf	4,139 sf	21 stalls	47 stalls	44,787.79 sf		4,506.21 sf
Pad E	52,767 sf	5,800 sf	5 stalls	23 stalls	38,756.60 sf		14,010.40 sf
Pad F	53,997 sf	7,905 sf	60 stalls	66 stalls	46,842.28 sf		7,154.72 sf
Total:	307,488 sf	27,378 sf	156 stalls	223 stalls	246,248.98 sf		61,240.02 sf

Keynotes

1. 6' Height CMU or Post & Panel Precast Concrete Screen Wall
2. Storm Water Retention Basin
3. 8' wide (Public) Pedestrian Route
4. 5' min. wide (Private) Pedestrian Route

Scale: 1" = 200'

200' 0 200' 400'

AWA

Master Site Plan

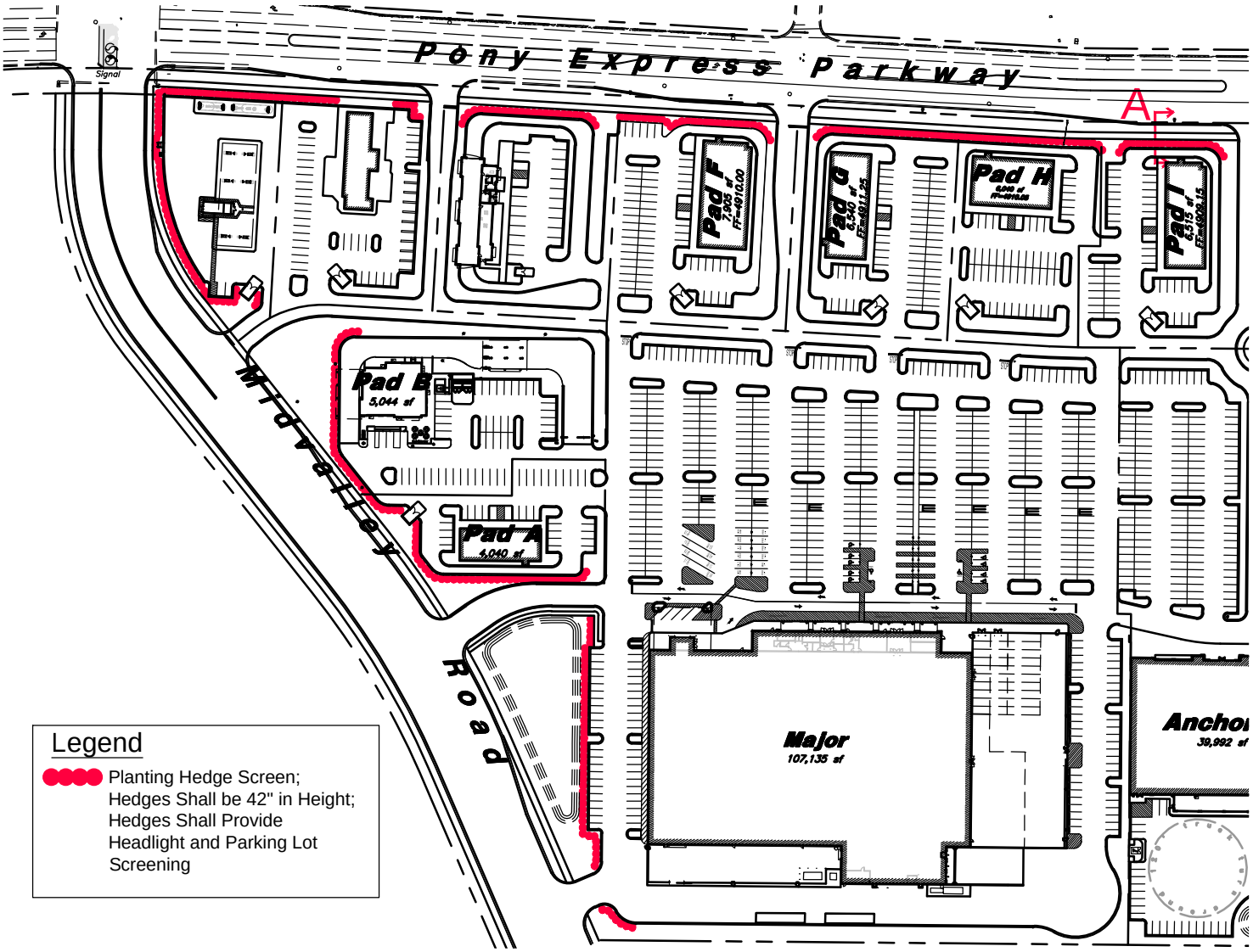
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.4

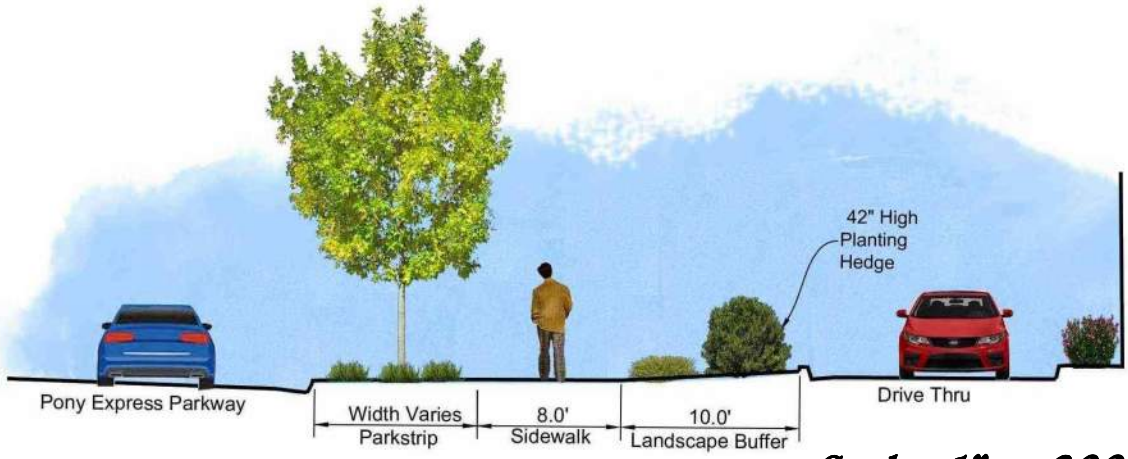
Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' C '



Legend

Planting Hedge Screen; Hedges Shall be 42" in Height; Hedges Shall Provide Headlight and Parking Lot Screening



A. Typical Planting Hedge Section

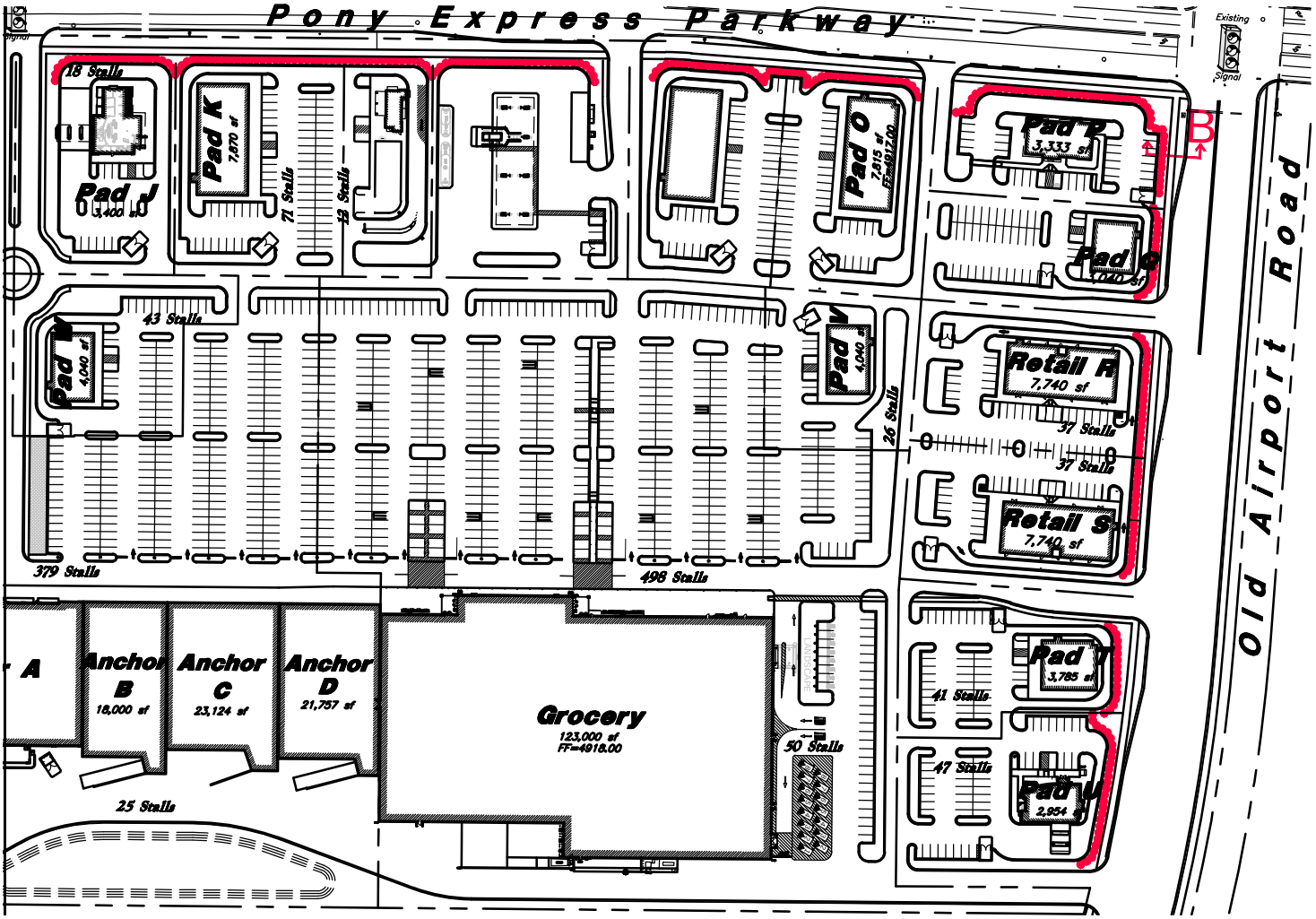
Scale: Not Scale

Scale: 1" = 200'

200' 0 200' 400'

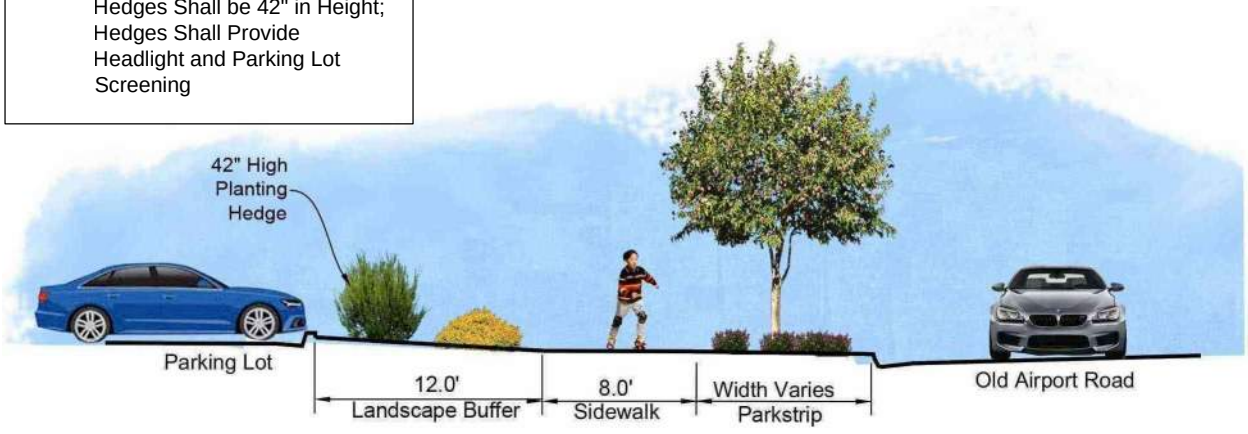
AWA	**Streetscape Landscaping and Style**	Sheet No.	Designed By: JM
	Eagles Landing	**EX1.0**	Drafted By: JM
	Pony Express Parkway & Old Airport RD		Client Name: Terra Smith's Eagle Mountain I, LLC
	Eagle Mountain, Utah		**15 Jan, 2026**

Exhibit ' C '



Legend

Planting Hedge Screen; Hedges Shall be 42" in Height; Hedges Shall Provide Headlight and Parking Lot Screening



B. Typical Planting Hedge Section

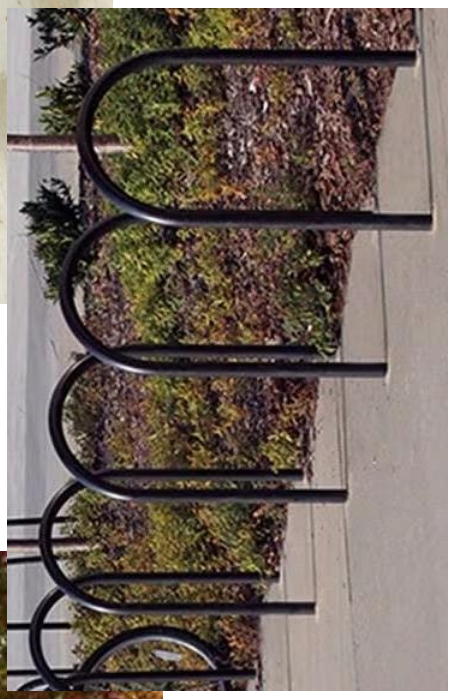
Scale: Not Scale

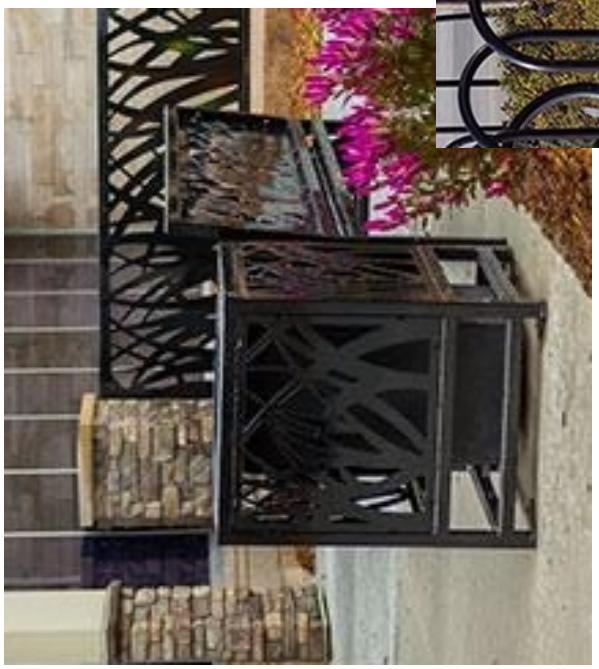
Scale: 1" = 200'

200' 0 200' 400'

AWA	**Streetscape Landscaping and Style** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.1**	Designed By: JM Drafted By: JM Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' D '





AWA	**Site Furnishings** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.0**	Design By: TW Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' E '

AWA	**Landscape Treatments** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.0**	Design By: TW Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' E '

Objective: *Businesses within Eagles Landing may shall receive manicured landscape and be well maintained after completion of construction. All landscape and irrigation shall meet Eagle Mountain City development requirements. All landscape within the development shall blend together and appear unified.*

Plant Material: *Shrub areas shall consist of groupings of shrubs, perennials, ornamental grasses and trees. Shrub and tree selections shall be a mixture of deciduous and evergreen plant material to provide year round interest. Plant material in shrub areas shall provide at least 50% coverage after five (5) years of growth. Tree canopies are not included in plant coverage percentage. Buildings may be used for screening headlights. All parking islands shall have a combination of shrubs and deciduous trees (Minimum of 2" in caliper) that are able to grow in harsh conditions. Parking lot landscape shall be designed in a way to accommodate stacking of snow. All mechanical equipment and dumpsters shall be screened and enclosed with masonry walls or approved materials and provide required access to all utility boxes and hydrants as required. Colorful low growing plant material shall be used around all business signs, and entrances to businesses. Low growing plant material shall be used around directional and way finding signs. Plant material shall be selected from the Jordan Valley Water Conservancy District (JVWCD) Garden Park Plant List and the Overland Commercial Plant List. At least 50% of the plant material shall be selected from the Overland Commercial plant list. See below for approved Overland Commercial plant list:*

Deciduous Trees **(Minimum of 2" caliper)**
Quercus robur 'Fastigiata` / Columnar English Oak
Ulmus 'Frontier' / Frontier Elm
Zelkova serrata / Japanese Zelkova
Acer tataricum / Tatarian Maple
Acer grandidentatum / Rocky Mountain Maple
Gymnocladus dioicus / Kentucky coffee Tree
Tilia c. 'Greenspire' / Greenspire Linden
Acer campestre / Hedge Maple
Carpinus b. 'Fastigiata' / Columnar European Hornbeam

Ornamental Trees *(Minimum of 1 1/2" caliper)*
Prunus virginiana / Western Chokecherry (Not to be used in parking lot islands)
Koelreuteria paniculata / Golden Rain Tree
Syringa reticulata / Japanese Tree Lilac
Malus 'Spring Snow' / Spring Snow Flowering Crabapple
Prunus serulata / Flowering Cherry

Evergreen Tree *(Minimum of 6' in height)*
Juniperus scopulorum / Rocky Moutain Juniper
Pinus nigra / Austrian Pine
Pinus flexilis / Limber Pine
Picea glauca 'Densata' / Black Hills Spruce

Deciduous Shrubs **(Minimum of 5 gallon)**
Caryopteris x clandonensis 'Blue Mist' / Blue Mist Spirea
Cornus sericea /Red Osier Dogwood
Perovskia atriplicifolia 'Little Spire' / Little Spire Russian Sage
Potentilla fruticosa 'Goldfinger' / Goldfinger Potentilla
Rhus typhina 'Tiger Eyes' / Tiger Eyes Sumac
Spiraea betulifolia `Tor` / White Birchleaf Spirea

AWA

Landscape Treatments

Eagles Landing
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.1

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' E '

Deciduous Shrubss *(Minimum of 5 gallon)*
Spiraea x bumalda / Bumalda Spirea
Prunus x cistena / Purple Leaf Sand Cherry
Physocarpus opulifolius / Ninebark
Euonymus a. 'Compactus' / Compact Burning Bush
Chamaebatiaria millefolium / Fernbush
Caragana pygmaea / Pygmy Peashurb
Berberis thunbergii / Barberry
Ribes a. 'Green Mound' / Green Mound Alpine Currant
Atriplex canescens / Fourwing Saltbush

Evergeen Shrubs *(Minimum of 5 gallon)*
Chrysothamnus viscidiflorus / Yellow Rabbitbrush
Hesperaloe parviflora / Red Yucca
Pinus mugo 'Slowmound' / Slowmound Mugo Pine

Groundcover *(Minimum of 5 gallon)*
Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac
Rosa x `Meigalpio` / Red Drift Rose
Juniperus horizontalis / Horizontal Juniper
Juniperus sabina/ Savin Juniper

Ornamental Grasses **(Minimum of 5 gallon)**
Andropogon gerardii 'Holy Smoke' / Holy Smoke Big Bluestem
Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama
Calamagrostis x acutiflora 'Karl Forester' / Feather Reed Grass
Panicum virgatum `Shenandoah` / Switch Grass

Perennials *(Minimum of 1 gallon)*
Gaura lindheimeri 'Siskiyou Pink' / Siskiyou Pink Gaura
Hemerocallis x 'Hyperion' / Hyperion Daylily
Nepta x faassenii 'Dropmore' / Dropmore Catmint

Landscape Boulders: Landscape boulders shall be used in shrub areas where desired. Boulders are not required. Boulders shall be angular, a minimum of 2 feet in diameter, and shall compliment rock used in the surrounding landscape. Boulders shall be recessed into the rock and not placed on top as an after thought. Boulders shall be installed away from edge of curbs where a vehicle door or bumper could potentially hit them. Boulders shall adhere to all sight visibility triangles and not block site signage or access to utilities. All boulders shall be washed prior to installation.

Irrigation: All landscape material shall be fully irrigated by an automatic irrigation system. Point source drip irrigation shall be used to irrigate shrub areas. Potable water shall be used for irrigation and utilize a backflow preventer. Backflow preventers shall be installed in an enclosure in a location that is out of sight, away from foot and vehicular traffic. All piping shall be installed underground, not visible, and exposed to weather. An EPA WaterSense controller shall be use to control the irrigation system. No battery powered controllers shall be installed.

Landscape/Irrigation Maintenance: After completion of landscape and irrigation installation, all landscape shall be maintained. Dead and struggling plant material shall be replaced in a timely manner and match what was there or be selected from the plant database mentioned in the plant material selection. All plant material shall be trimmed and pruned as need per industry standard. All landscape areas shall be free of garbage, weeds, and plant/tree clippings. Tree staking damage shall be repaired in a timely manner. Tree stakes shall be removed after a year of growth.
The irrigation system shall be maintained and monitored periodically to verify it is providing adequate water to plant material and there is no water waste. Irrigation systems shall be stopped and started at the end and beginning of the growing season. System repairs shall be scheduled as needed, matching the existing irrigation system components. Controllers shall be reviewed periodically and settings adjusted to confirm controllers are working properly and emitting the right amount of water for the season.

AWA

Landscape Treatments

Eagles Landing
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.2

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

1 SUNCOR CMU RUNNING BOND SMOOTH DEEP BROWN

2 SUNCOR CMU RUNNING BOND SMOOTH IVORY

3 SUNCOR CMU RUNNING BOND SPLIT FACE DEEP BROWN

4 SUNCOR CMU RUNNING BOND SPLIT FACE IVORY

5 CULTURED STONE BUCKS COUNTY DRESSED FIELDSTONE

6 NICHIHA CLADDING VINTAGE WOOD CEDAR

7 COLUMNS, METAL COPING AND ROOF METAL RAL 9004

8 ANNODIZED STOREFRONT FRAMING RAL 9004

9 INSULATED GLASS

10 STANDING SEAM METAL ROOFING BLACK

OVERALL VIEW AND FRONT ELEVATION

SMITHS'S MARKETPLACE 2

rdc. | 123K SF - #208 EAGLE MOUNTAIN, UT

Exhibit ' F '

AWA

Anchor Tenant Architectural Elevations

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No. **EX1.0**

15 Jan, 2026

Client Name: Terra Smith's Eagle Mountain I, LLC

Drafted By: GV

Design By: TW

CORNER VIEW AT PHARMACY DRIVE-THRU
SMITH'S MARKETPLACE

dc. | 123K SF - #208 EAGLE MOUNTAIN, UT

Exhibit ' F '

AWA

Anchor Tenant Architectural Elevations

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

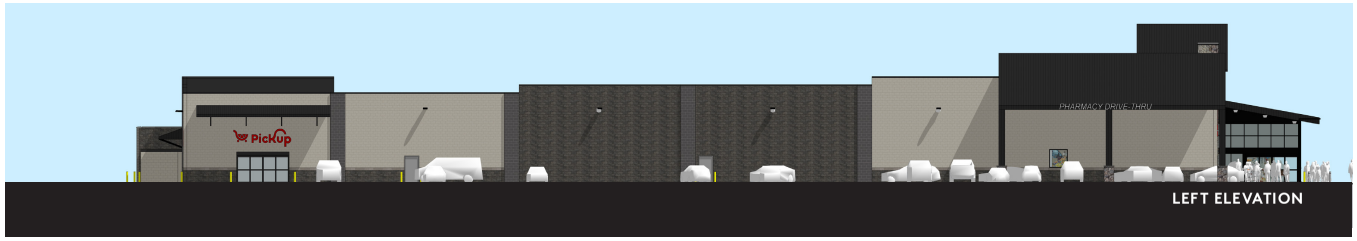
Sheet No.

EX1.1

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC

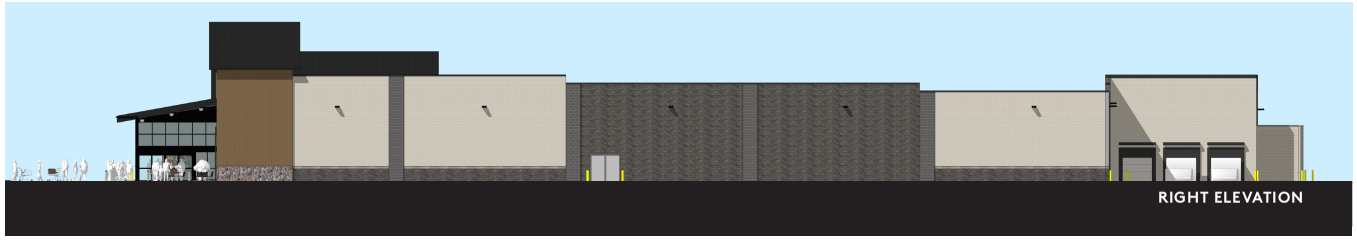
15 Jan, 2026

FRONT ELEVATION



LEFT ELEVATION

REAR ELEVATION



RIGHT ELEVATION

ELEVATIONS
SMITHS'S MARKETPLACE 7

| 123K SF - #208 EAGLE MOUNTAIN, UT

Exhibit ' F '

AWA

Anchor Tenant Architectural Elevations

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.2

Design By: TW	
Drafted By: GV	
Client Name: Terra Smith's Eagle Mountain I, LLC	
15 Jan, 2026	

Exhibit 'F'

LOADING DOCK + PICKUP
SMITHS'S MARKETPLACE

dc. | 123K SF - #208 EAGLE MOUNTAIN, UT

AWA

Anchor Tenant Architectural Elevations

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.3

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

AWA

Anchor Tenant Architectural Elevations

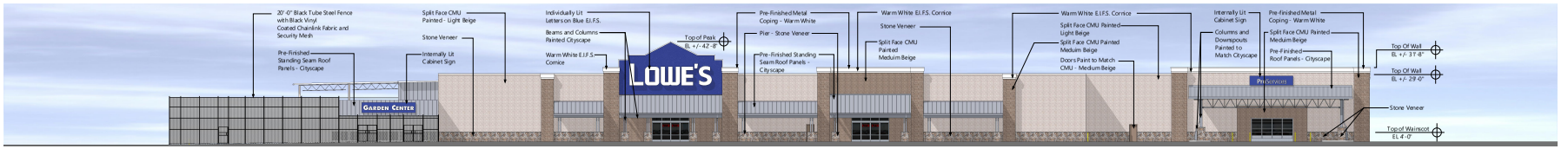
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

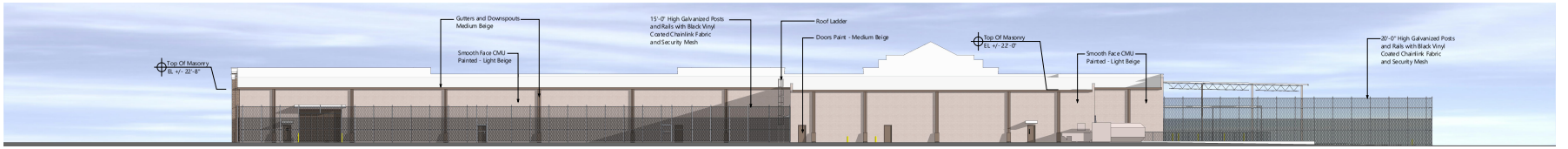
Sheet No.
EX1.4

Design By: TW	Client Name: Terra Smith's Eagle Mountain I, LLC
Drafted By: GV	
15 Jan, 2026	

EAGLE MOUNTAIN, UT



FRONT ELEVATION



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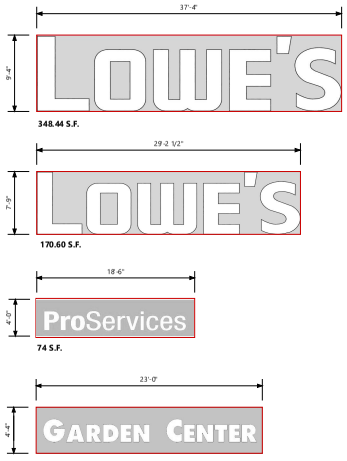
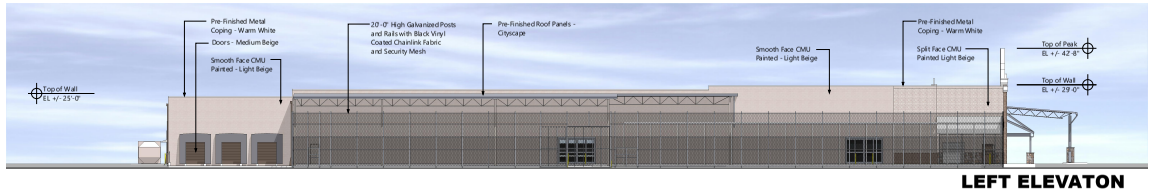
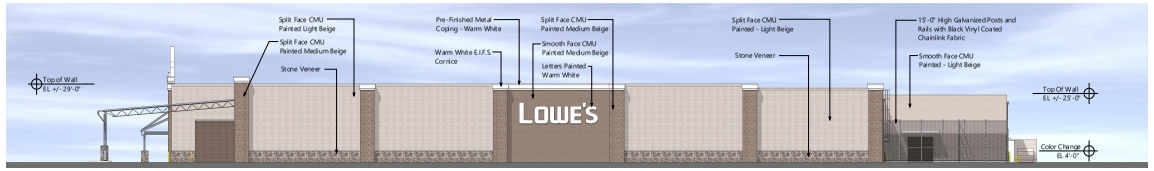


Note: Box Denote Sign Square Footage Boundaries



LEFT ELEVATON



RIGHT ELEVATON

REPRESENTATION ONLY
NOT FOR CONSTRUCTION

LOWE'S

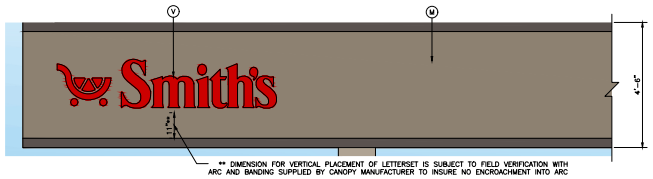
BUILDING IMAGES SHOWN ARE A REPRESENTATION OF THE DESIGN INTENT AND MAY NOT REFLECT ANY SUBTLE VARIATIONS IN COLOR, MATERIAL OR CONSTRUCTION THAT MAY OCCUR DUE TO LOCAL MATERIAL DIFFERENCES AND FINAL DESIGN DETAILING.

LOWE'S OF EAGLE MOUNTAIN, UT

LH 94 DEEP **02-2026**

Exhibit ' F '

Exhibit 'G'



1 CANOPY GRAPHICS
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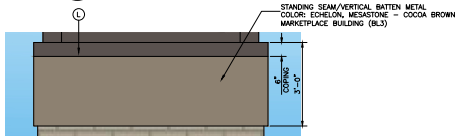

2 KIOSK GRAPHICS
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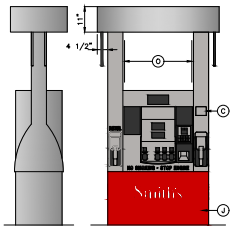
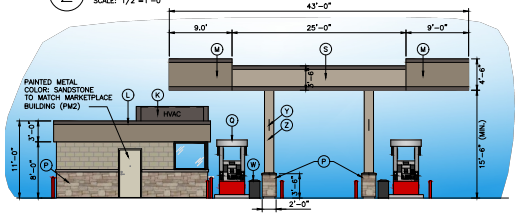


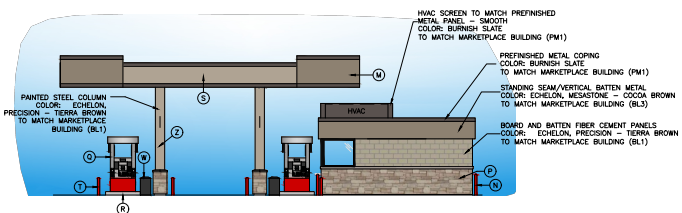
3 DISPENSER ELEVATION
SCALE: 1/2"=1'-0"

EQUIPMENT SCHEDULE

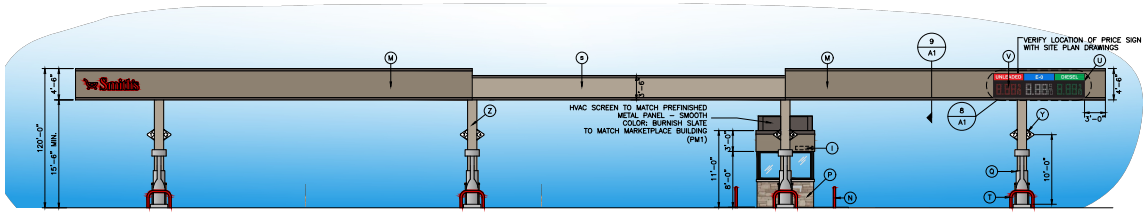
ITEM	DESCRIPTION	COLOR	MANUFACTURER	MODEL	FURNISHED BY	INSTALLED BY
A	NOT USED					
B	NOT USED					
C	STATIC WARNING DECAL		WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
D	NOT USED					
E	NOT USED					
F	NOT USED					
G	CANOPY FASCIA	BURNISH SLATE			CANOPY FABRICATOR	CANOPY FABRICATOR
H	NOT USED					
I	PRE-CUT BLACK VINYL ADDRESS DECALS PER LOCAL AUTHORITY SPECIFICATIONS, IF REQUIRED				GENERAL CONTRACTOR	GENERAL CONTRACTOR
J	DISPENSER DOOR GRAPHICS	RED WITH WHITE LETTERS	WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
K	KIOSK FASCIA (HVAC SCREEN)	BURNISH SLATE			KIOSK FABRICATOR	KIOSK FABRICATOR
L	KIOSK FASCIA COPING	BURNISH SLATE			KIOSK FABRICATOR	KIOSK FABRICATOR
M	CANOPY FASCIA	STANDING SEAM TIERRA BROWN			CANOPY FABRICATOR	CANOPY FABRICATOR
N	6" DIAMETER BOLLARD – G.C. TO PAINT	SAFETY RED			GENERAL CONTRACTOR	GENERAL CONTRACTOR
O	HEALTH AND SAFETY DECALS		WAYNE		DISPENSER MANUFACTURER	GENERAL CONTRACTOR
P	KIOSK (WALL)/ COLUMN BASE	STONE VENEER MOJAVE			GENERAL CONTRACTOR	GENERAL CONTRACTOR
Q	DISPENSER		WAYNE		OWNER	GENERAL CONTRACTOR
R	ISLAND FORMS	GRAPHITE SW4017	OPW		OWNER	GENERAL CONTRACTOR
S	CANOPY FASCIA	COCOA BROWN			CANOPY FABRICATOR	CANOPY FABRICATOR
T	U-SHAPED BOLLARD – G.C. TO PAINT	SAFETY RED	RIVERSIDE		OWNER	GENERAL CONTRACTOR
U	PRICE SIGN, SEE DETAIL 8, THIS SHEET		SKYLINE PRODUCTS, INC.		OWNER	SIGN INSTALLER
V	ILLUMINATED CHANNEL LETTERS		DUALITE		OWNER	SIGN INSTALLER
W	WASTE RECEPTACLE/WINDSHIELD SERVICE CENTER		DCI MARKETING		OWNER	GENERAL CONTRACTOR
X	NOT USED					
Y	PUMP NUMBER FLAG				CANOPY FABRICATOR	GENERAL CONTRACTOR
Z	CANOPY COLUMNS	TIERRA BROWN			GENERAL CONTRACTOR	GENERAL CONTRACTOR



4 RIGHT (NORTHEAST) ELEVATION
SCALE: 1/8"=1'-0"



5 LEFT (SOUTHWEST) ELEVATION
SCALE: 1/8"=1'-0"



6 FRONT (NORTHWEST) ELEVATION
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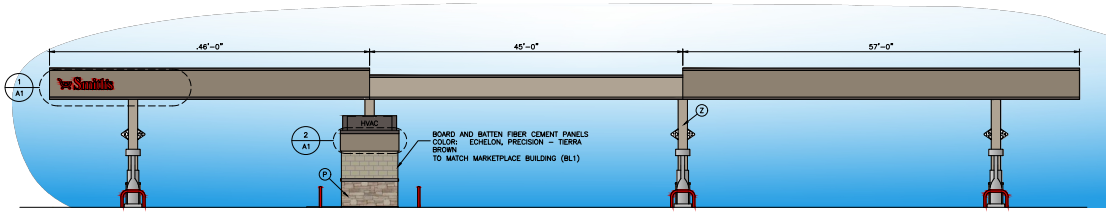
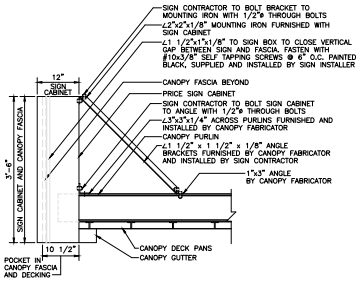


7 REAR (SOUTHEAST) ELEVATION
SCALE: 1/8"=1'-0"

8 CANOPY PRICE SIGN GRAPHICS
SCALE: 1/2"=1'-0"



9 SECTION AT CANOPY SIGN
NOT TO SCALE

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Smith's
FOOD & DRUG STORES
1550 South Redwood Road
Salt Lake City, Utah 84104
Telephone (801) 974-1400
Attn: Roger Gough /Lucia Rodriguez

 # 208
Eagle Mountain, Utah

Fuel Center Architectural Elevations

Eagles Landing
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.0

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' H '

AWA

Sign Plans

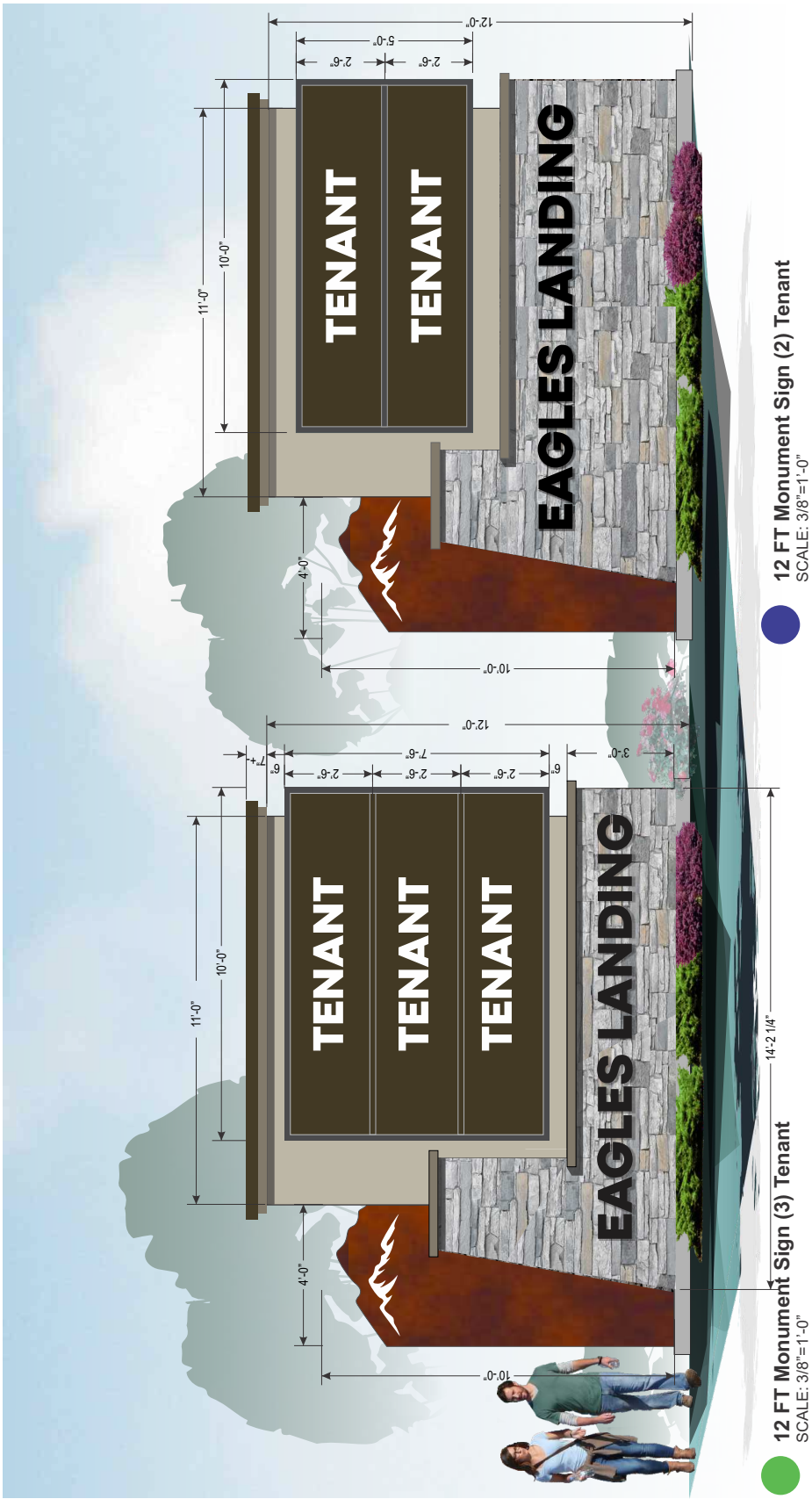
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.0

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' H '



AWA

Sign Plans

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.

EX1.1

Design By: TW

Drafted By: GV

Client Name: Terra Smith's Eagle Mountain I, LLC

15 Jan, 2026

Exhibit ' H '

12 FT Monument Fuel Sign (3) Product
SCALE: 3/8"=1'-0"

AWA

Sign Plans

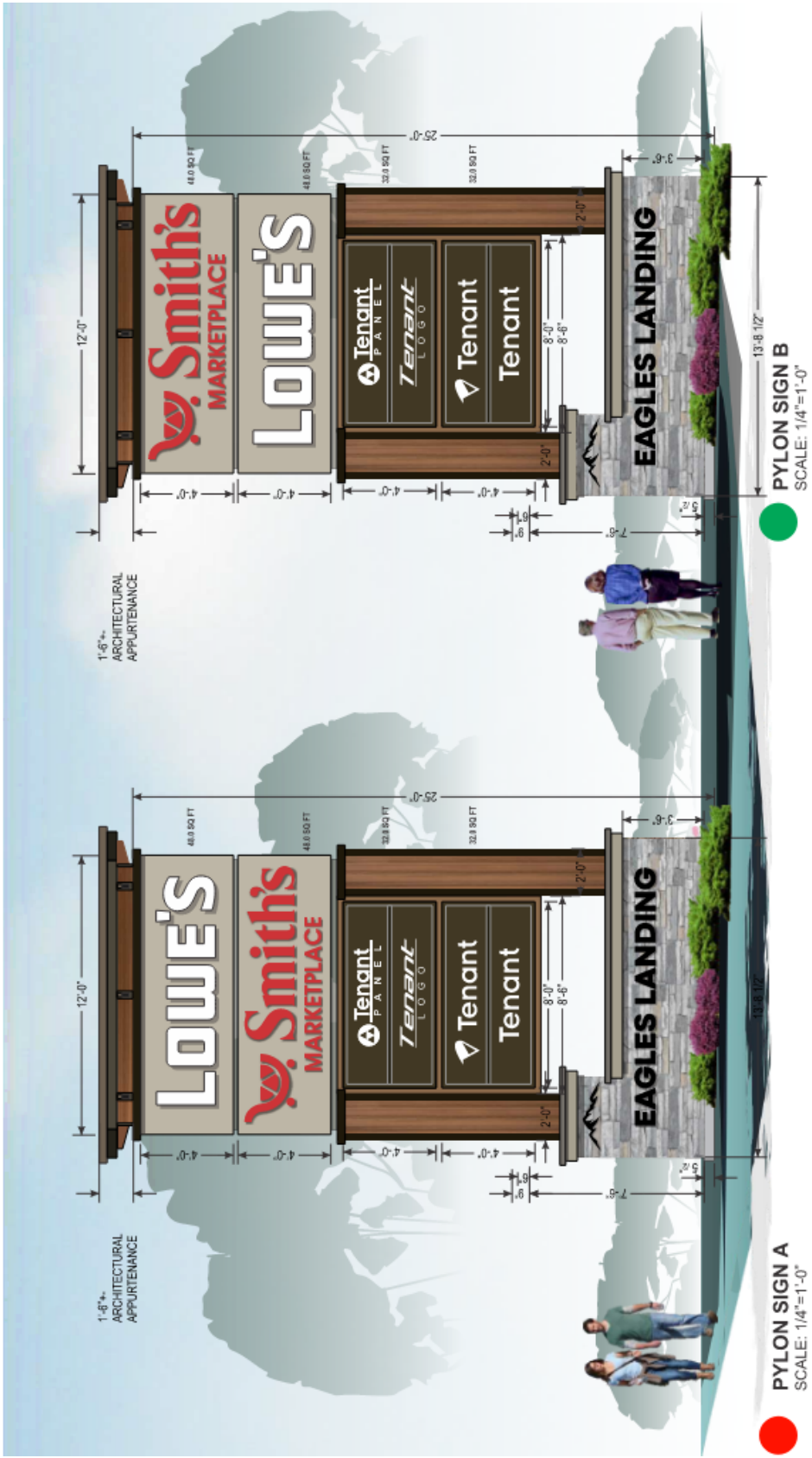
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.2

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' H '



AWA	**Sign Plans**	Sheet No.	Design By: TW
	Eagles Landing Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	**EX1.3**	Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' H '

PYLON SIGN C
SCALE: 1/4"=1'-0"

AWA

Sign Plans

Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.4

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' I '

Keynotes

1. 32.5' Max Fixture Height Light Pole
2. 17.0' Wall Pack Light
3. 22.5' Fixture Height Light Poles
4. Photometric Site Lighting Lumens/ Acre Requirement Excludes Under Canopy Lighting

Parking 1,911,647 Sq ft
Fuel Center 35,903 Sq ft
Overall Site Area 2,355,854 Sq ft (54.083 Acres)

Total Lumens per Acre = 148,923.99

≈ 150,000 Lumens per Acre Requested

Scale: 1" = 200'

200' 0 200' 400'

AWA

Site Lighting

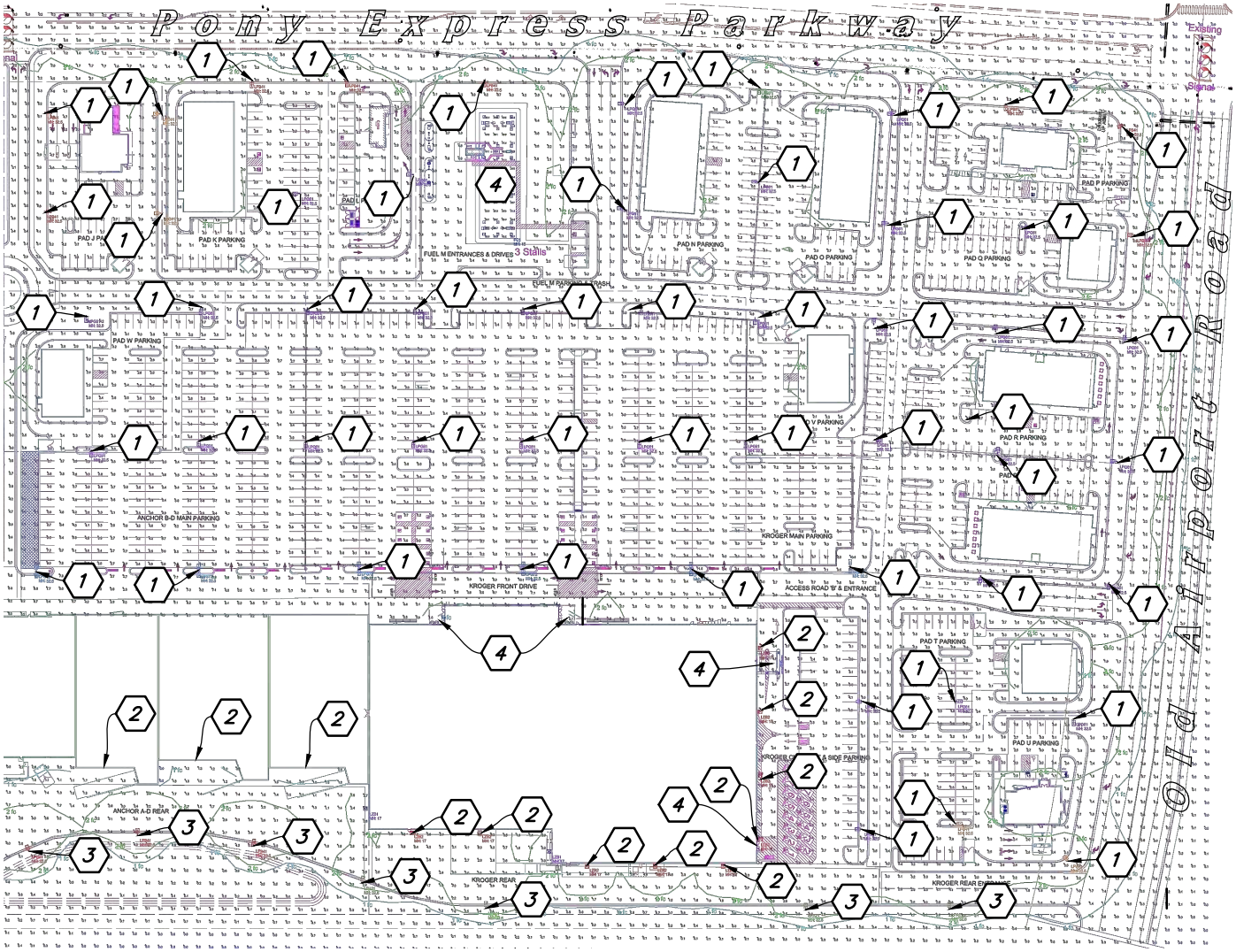
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.0

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' I '



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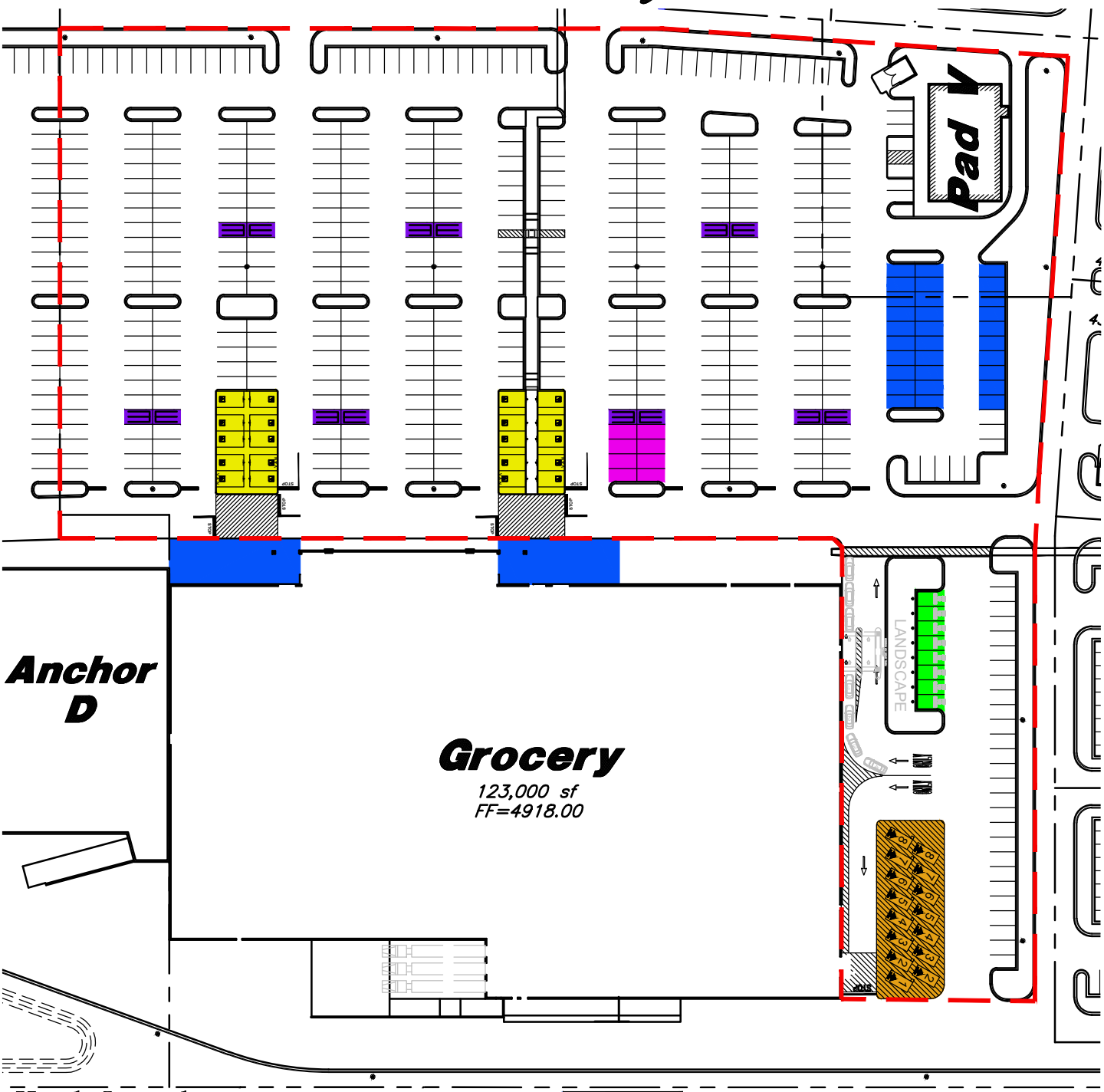
200' 0 200' 400'

AWA	**Site Lighting** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.1**	Design By: TW Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' J '



Hatch Legend

- EV Charging Stalls (8 stalls) with Signs
- Way Finding Signs for Pickup/EV Charging
- Cart Corrals with Signs
- Customer Pickup Parking with Signs
- Accessible Stalls with Signs
- Outside Sales Area
- Time Restricted Parking Stalls
- Protected Parking Area

Scale: 1" = 100'

100' 0 100' 200'

AWA

Outdoor Storage Plan

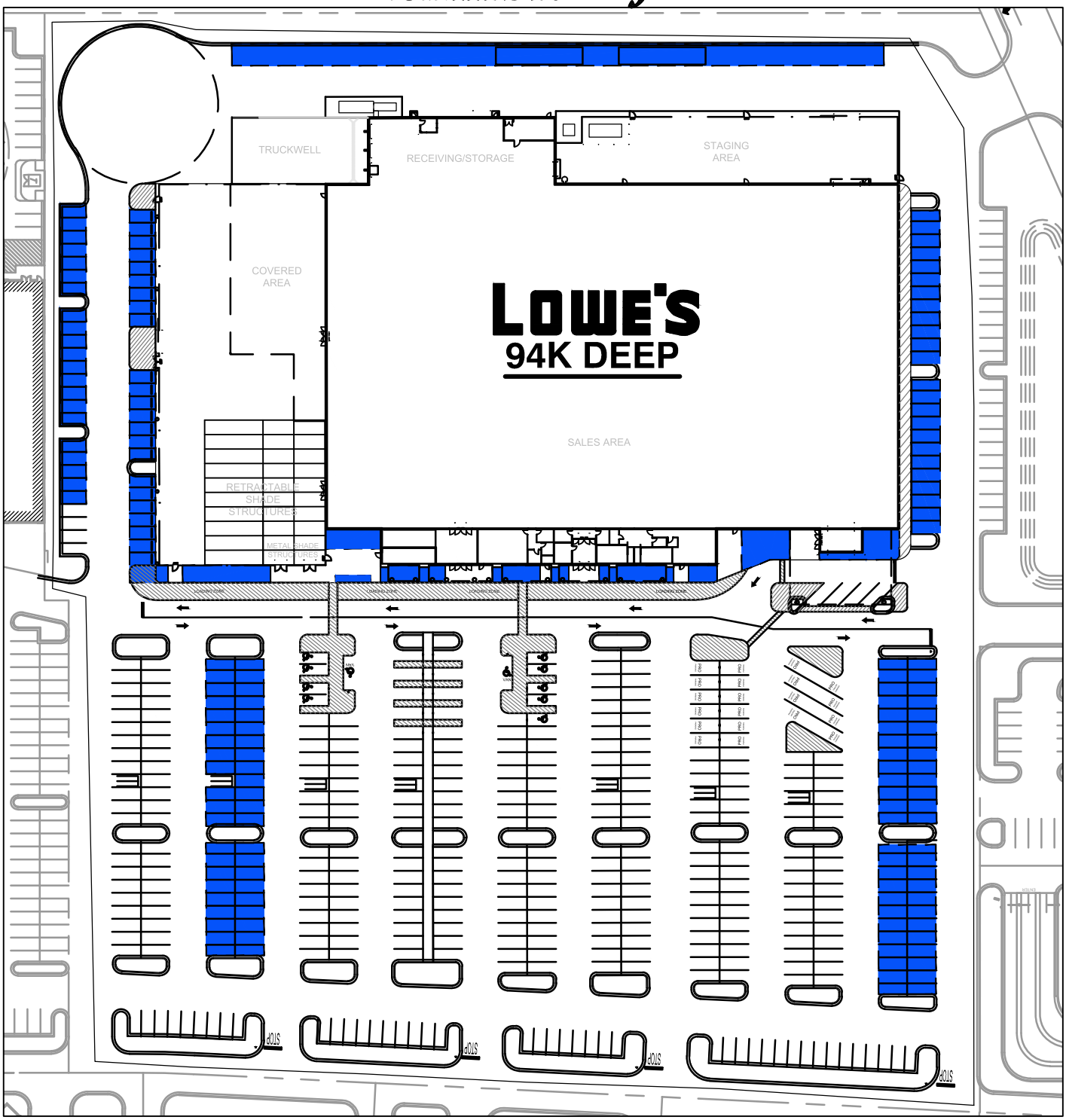
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.0

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' J '



Hatch Legend

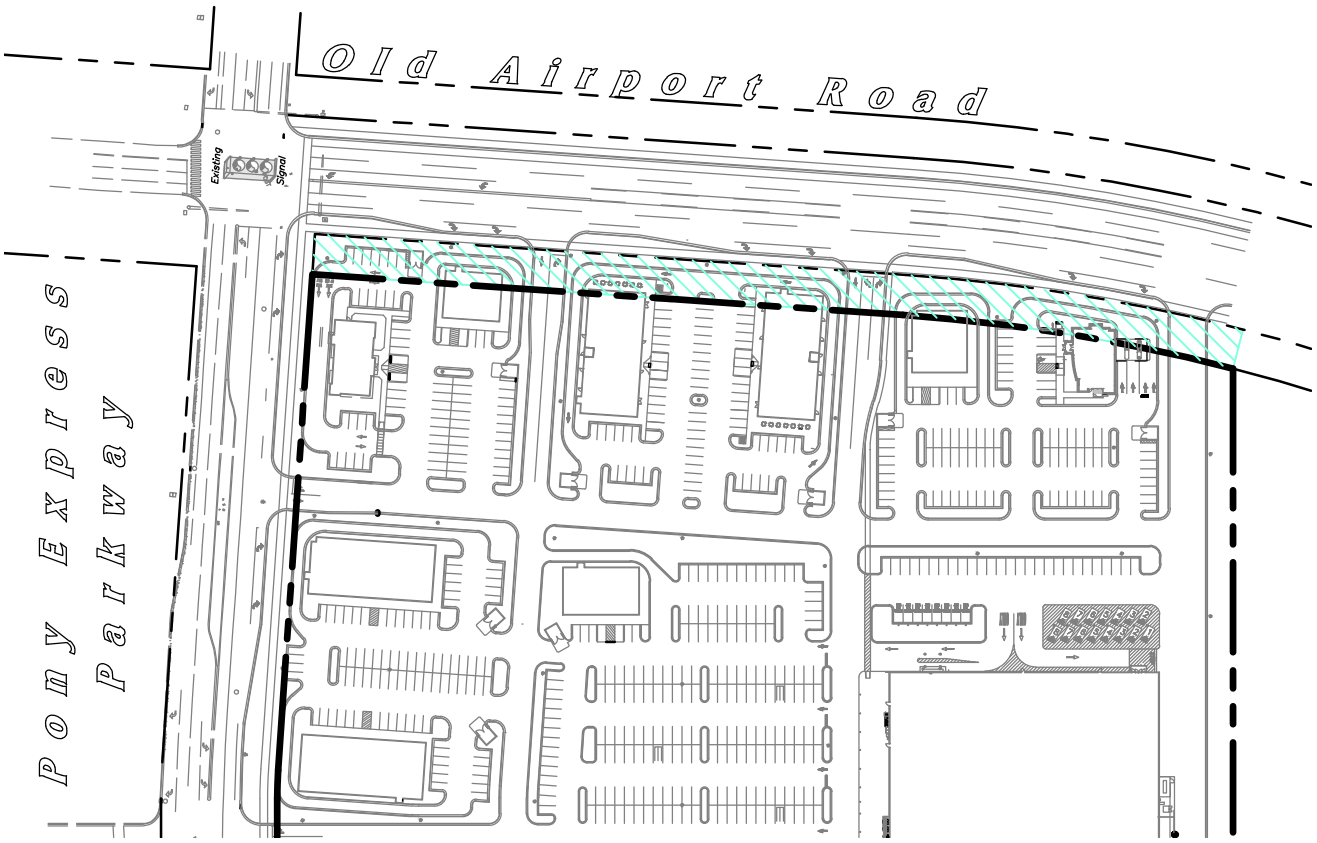
Outdoor Storage / Seasonal Sales

Scale: 1" = 100'

100' 0 100' 200'

AWA	**Outdoor Storage Plan** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.1**	Design By: XX Drafted By: XX Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' K '



Hatch Legend

Denote Old Airport Road ROW Purchase Area.

Area = 0.936 Acres (40,757 s.f.)

Scale: 1" = 200'

200' 0 200' 400'

AWA	**ROW Purchase Option Exhibit**	Sheet No.	Design By: TW
	Eagles Landing	**EX1.0**	Drafted By: GV
	Pony Express Parkway & Old Airport RD		Client Name: Terra Smith's Eagle Mountain I, LLC
	Eagle Mountain, Utah		**15 Jan, 2026**

Exhibit 'L'

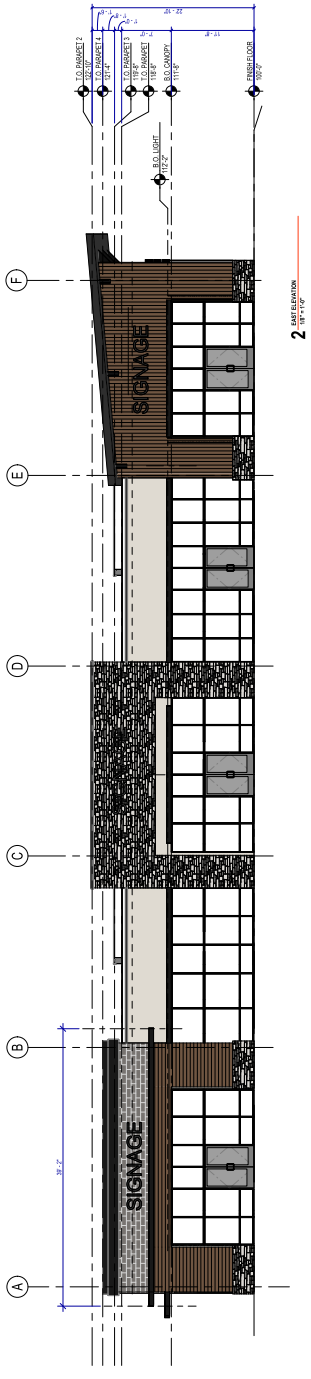
GENERAL NOTES - ELEVATIONS

A SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
B DOOR/WINDOW/GLAZING WINDOW HEIGHTS WITH WINDOW SCHEDULE. SEE SHEET A501
C SEE ROOF PLAN FOR ALL ROOF SLOPES.

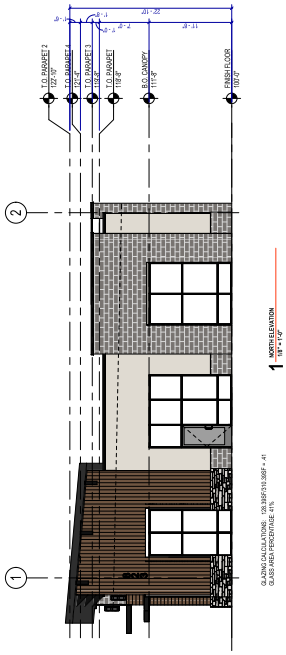
KEYED NOTES

MATERIAL LEGEND

- HARDY BOARD - COLOR TO MATCH SMOOTH IVORY CMU
- NICHIHA CLADDING - VINTAGE WOOD CEDAR
- ISANCOR CMU - RUNNING BOND - SMOOTH - DEEP BROWN
- CULTURED STONE - BUCKS COUNTY - DRESSED FIELDSTONE
- METAL PANEL - PAL 9004



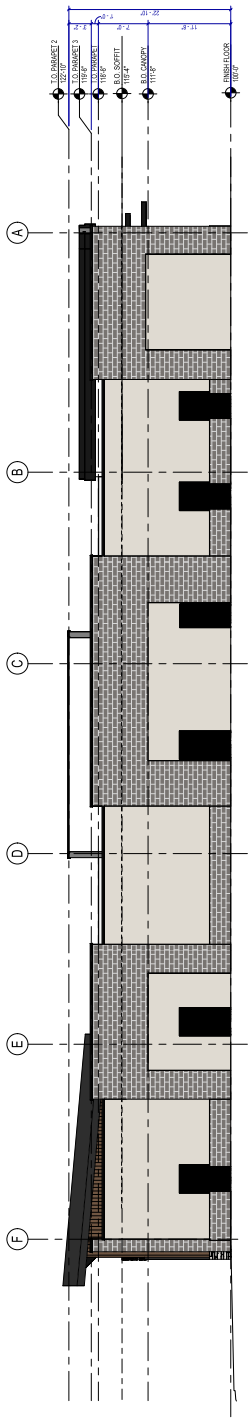
2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

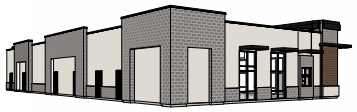
GLAZING CALCULATIONS - FOR 3000FT2/0.3000FT = A1
GLASS AREA PERCENTAGE: 41%

3 SOUTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

AWA	**Out Pad Architectural Elevations** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.0**	Design By: TW Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**



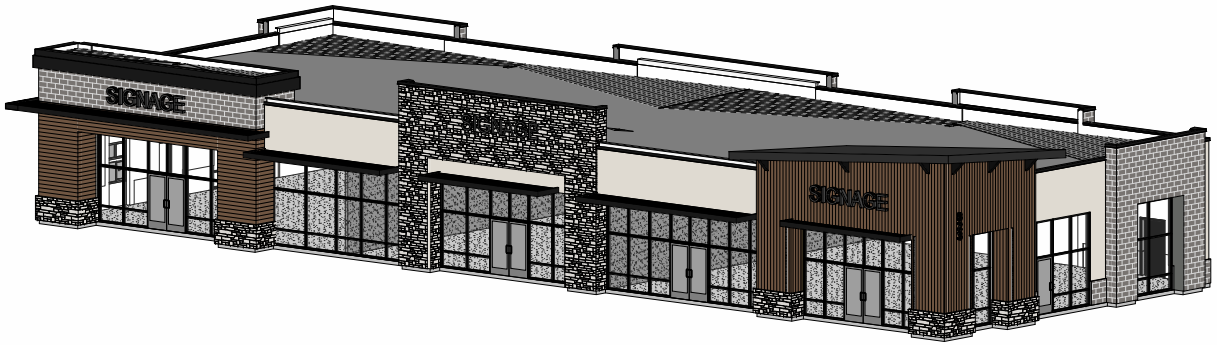
1 NORTH WEST VIEW

2 NORTH EAST VIEW

3 SOUTH WEST VIEW

4 SOUTH EAST VIEW

5 ORTHOGRAPHIC 1



6 ORTHOGRAPHIC 2

Exhibit ' L '

Out Pad Architectural Elevations

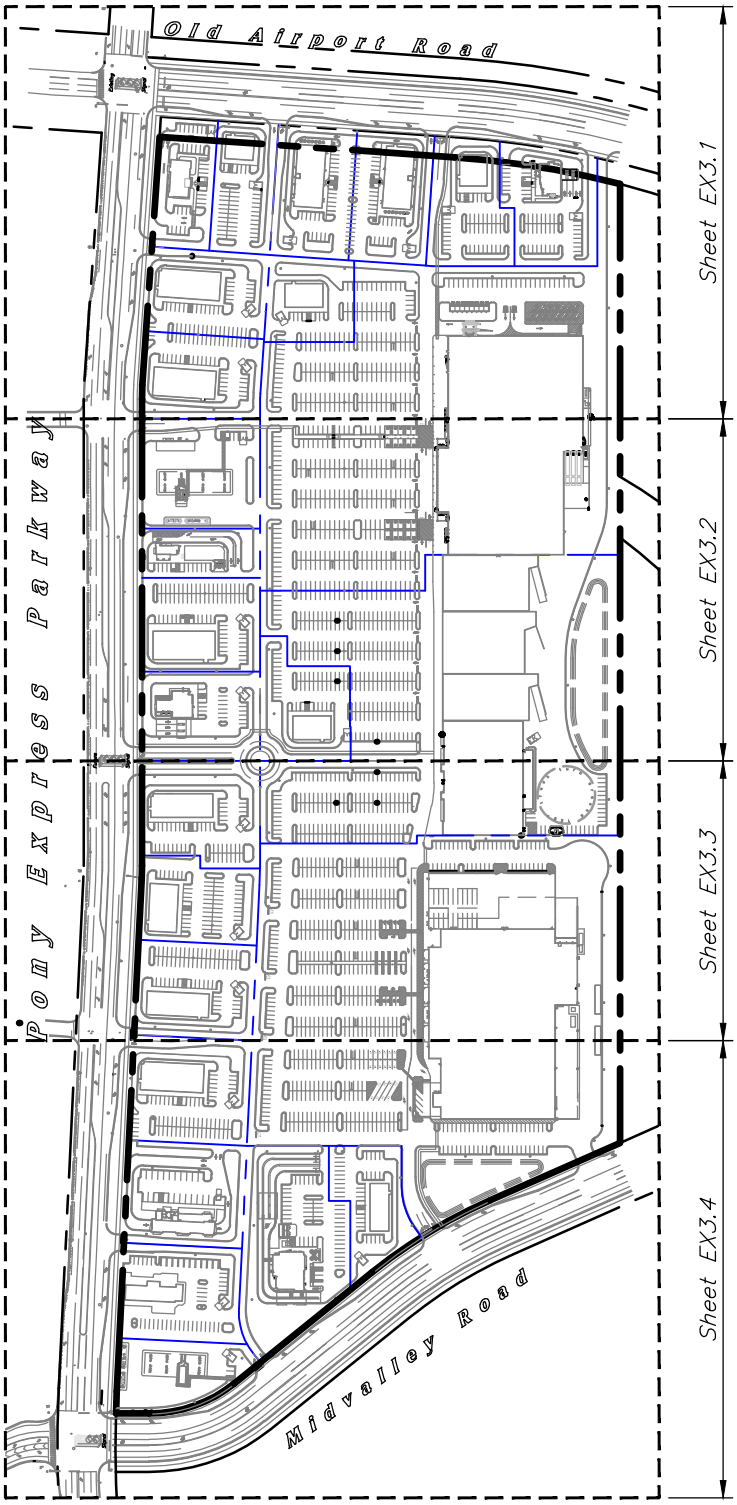
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.0

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' M '

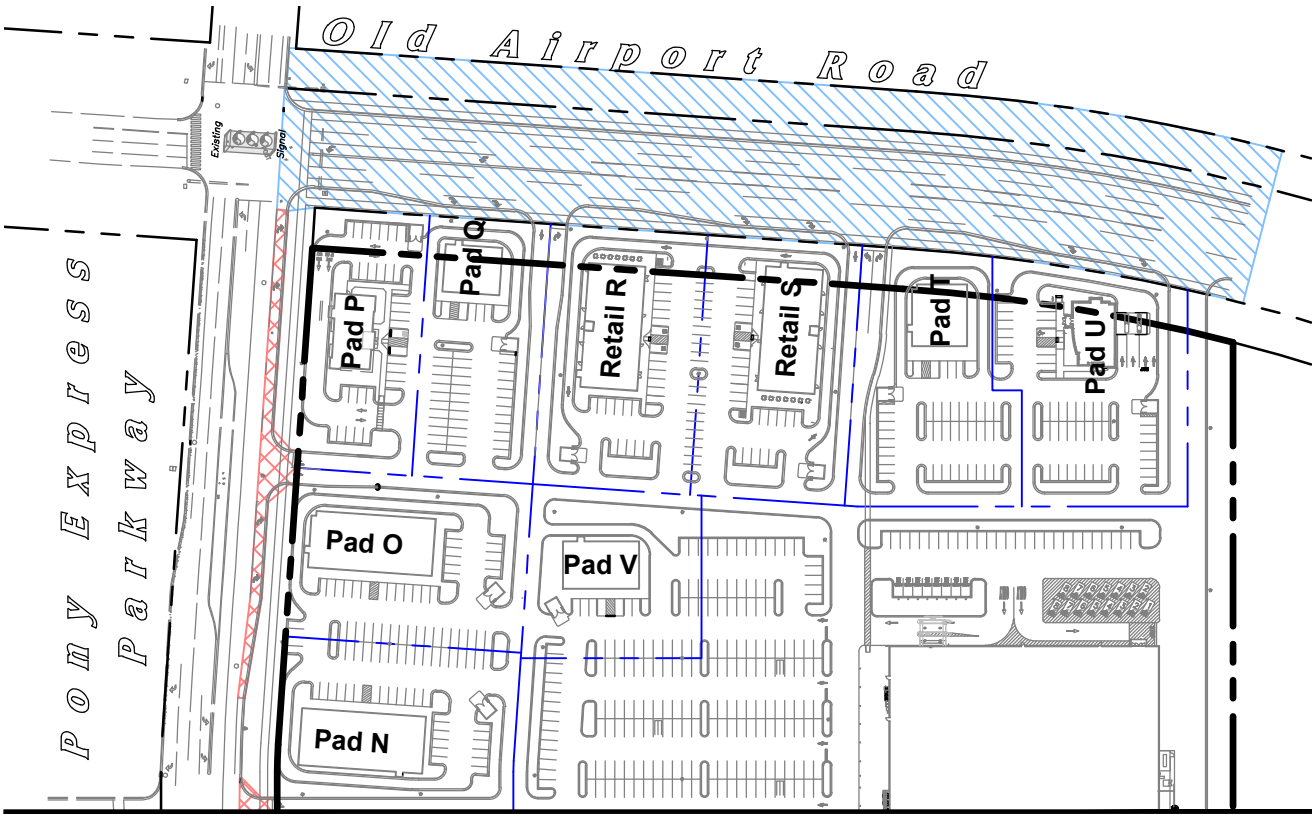


Scale: 1" = 400'

400' 0 400' 800'

AWA	**Public Road Improvements Exhibit**	Sheet No.	Design By: TW
	Eagles Landing	**EX1.0**	Drafted By: GV
	Pony Express Parkway & Old Airport RD		Client Name: Terra Smith's Eagle Mountain I, LLC
	Eagle Mountain, Utah		**15 Jan, 2026**

Exhibit ' M '



Match Line - Sheet EX3.2

Hatch Legend

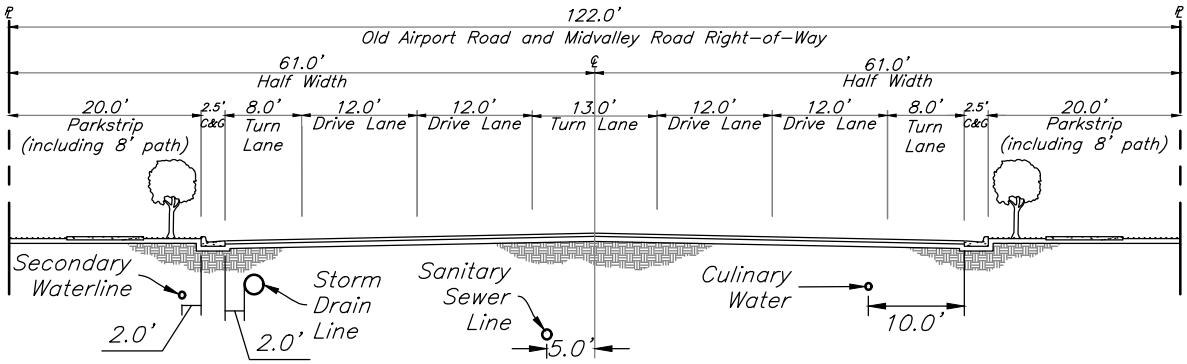
Denote Old Airport Road Roadway and Utility Improvements

Denote Midvalley Road Roadway and Utility Improvements.

Denote Pony Express Parkway Roadwayand Utility Improvements.

Scale: 1" = 200'

200' 0 200' 400'



Public Road Improvements Exhibit

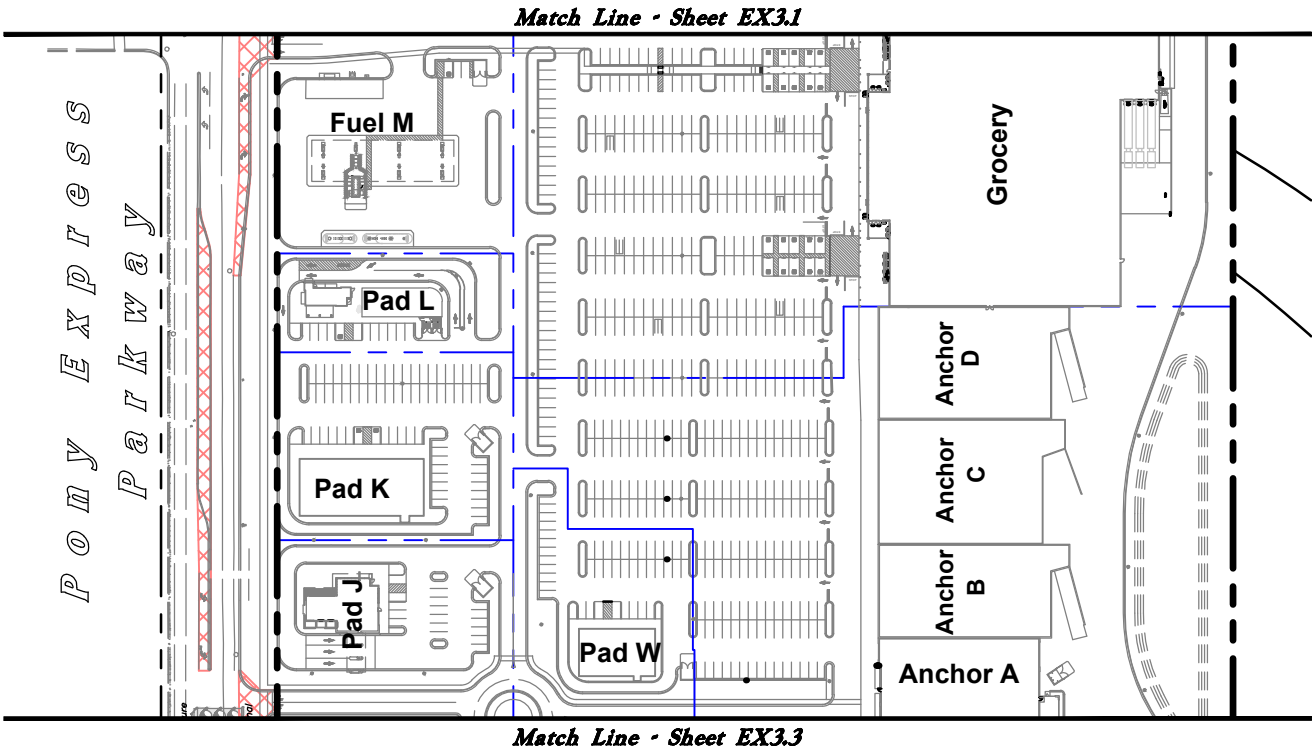
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.1

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

Exhibit ' M '

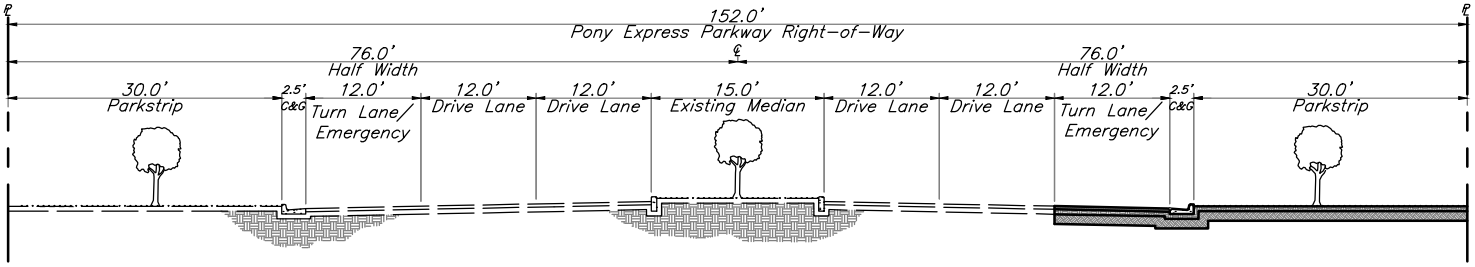


Hatch Legend

- Denote Old Airport Road Roadway and Utility Improvements
- Denote Midvalley Road Roadway and Utility Improvements.
- Denote Pony Express Parkway Roadwayand Utility Improvements.

Scale: 1" = 200'

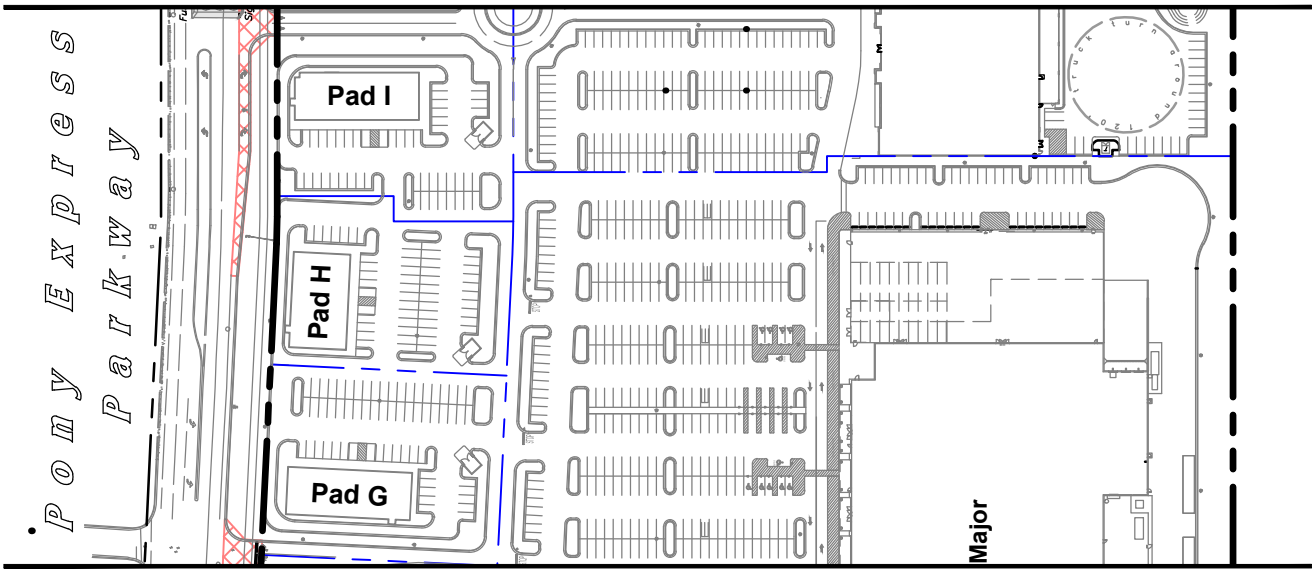
200' 0 200' 400'



AWA	**Public Road Improvements Exhibit** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.2**	Design By: TW Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' M '

Match Line - Sheet EX3.2



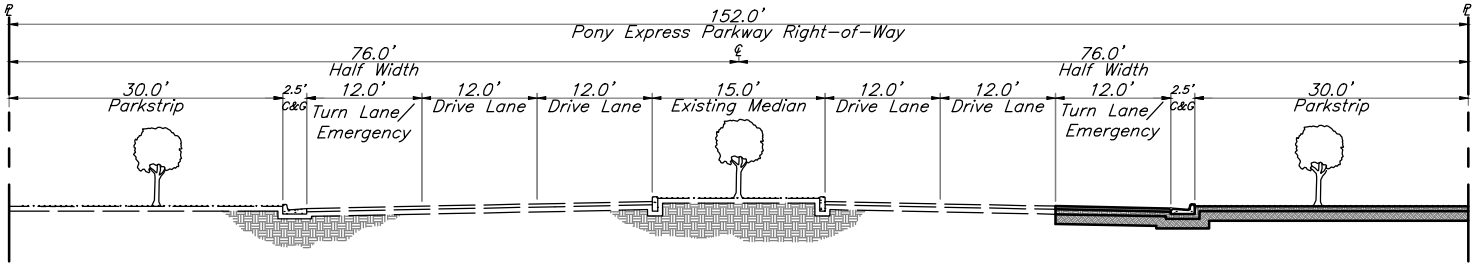
Match Line - Sheet EX3.4

Hatch Legend

- Denote Old Airport Road Roadway and Utility Improvements
- Denote Midvalley Road Roadway and Utility Improvements.
- Denote Pony Express Parkway Roadwayand Utility Improvements.

Scale: 1" = 200'

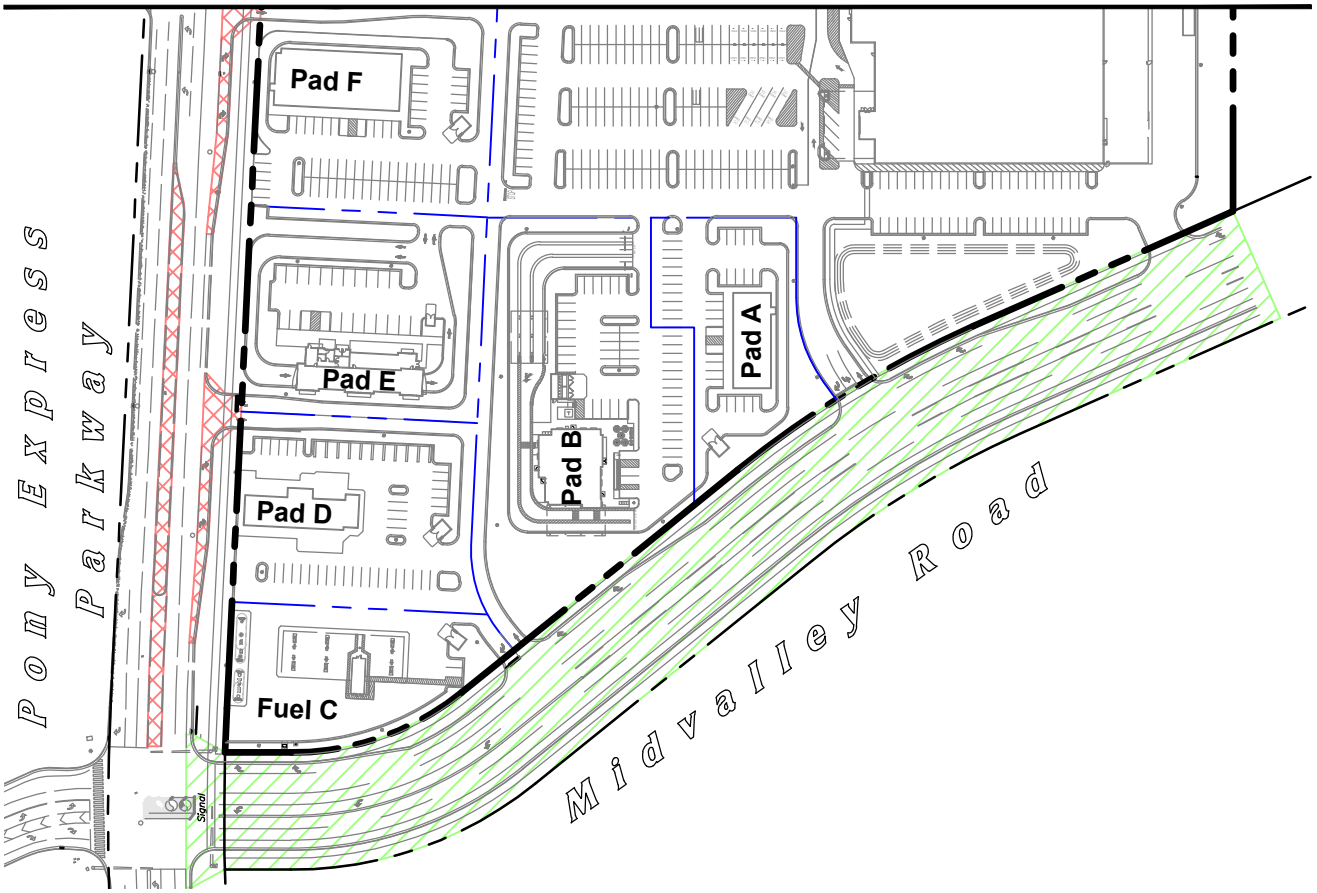
200' 0 200' 400'



AWA	**Public Road Improvements Exhibit**	Sheet No.	Design By: TW
	Eagles Landing Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	**EX1.3**	Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' M '

Match Line - Sheet EX3.3



Hatch Legend

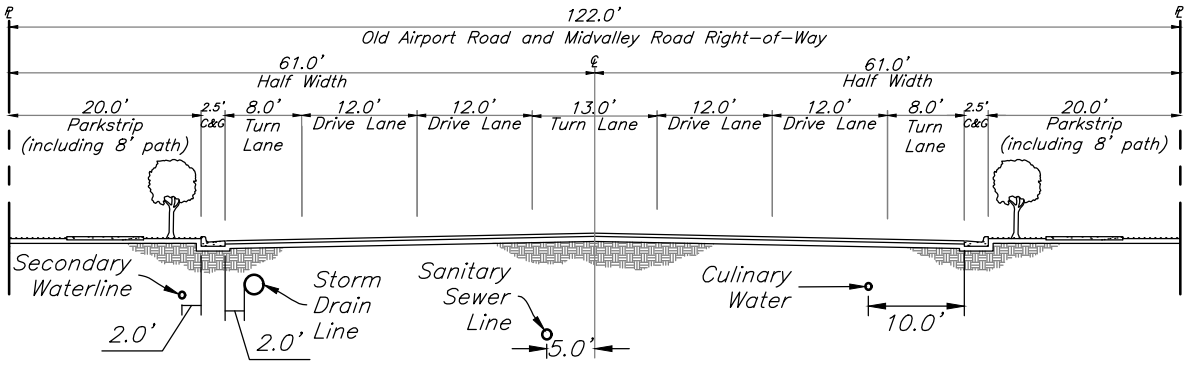
Denote Old Airport Road Roadway and Utility Improvements

Denote Midvalley Road Roadway and Utility Improvements.

Denote Pony Express Parkway Roadwayand Utility Improvements.

Scale: 1" = 200'

200' 0 200' 400'



AWA	**Public Road Improvements Exhibit**	Sheet No. **EX1.4**	Design By: TW
	Eagles Landing Pony Express Parkway & Old Airport RD Eagle Mountain, Utah		Drafted By: GV
			Client Name: Terra Smith's Eagle Mountain I, LLC
			15 Jan, 2026

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Economic & Planning Systems, Inc. for Consulting Related to Eagle's Landing.
ITEM TYPE:	Agreement
FISCAL IMPACT:	$40,180, Reimbursed by The Kroger Co.
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Evan Berrett, Economic Development Director

PRESENTED BY
Evan Berrett

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Economic & Planning Systems, Inc. for Consulting Related to Eagle's Landing, and authorize the Mayor to sign the contract.

BACKGROUND:
Eagle Mountain City is currently evaluating a new large commercial regional project along Pony Express Parkway just north of the City's downtown area. The large commercial regional project is anticipated to make use of a TIF bond for financing of off-site infrastructure. A TIF bond requires a market study which would evaluate absorption potential, market demand, and so forth. In consultation with our financial advisors at LRB Public Finance Advisors, Economic & Planning Systems, Inc. (EPS) was selected. This agreement initiates the study which is anticipated to take 1-3 months to complete.

ITEMS FOR CONSIDERATION:
Because this study supports an incoming commercial development which would benefit from a TIF bond, the benefiting party, The Kroger Co. was requested to reimburse the city for the full cost of this study which they agreed to.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Agreement

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC & PLANNING SYSTEMS, INC. FOR CONSULTING SERVICES

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Economic & Planning Systems, Inc. for Consulting Services as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The professional services agreement with Economic & Planning Systems Inc. approved, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A

AGREEMENT FOR CONSULTING SERVICES
EPS #263014

1. Parties

The parties to this Agreement are:

CLIENT:	City of Eagle Mountain, Utah
CONSULTANT:	Economic & Planning Systems, Inc.

2. Scope of Service

CONSULTANT shall prepare a **Retail Incentives Study** for CLIENT in conformance with the Scope of Services attached as **Attachment A**.

3. Budget

CONSULTANT shall be entitled to fees and expenses set forth in **Attachment A** provided that CONSULTANT shall complete its work for an amount not to exceed $40,180. EPS agrees to be compensated with 50 percent upon project signing and the remainder at project completion. CLIENT agrees that in the event of a delay or work stoppage of 90 days or more, EPS, in its sole discretion, may submit a revised budget to CLIENT for its approval and that the parties shall negotiate the terms of any such revised budget in good faith.

4. Payment

CONSULTANT shall be compensated in the manner indicated in **Attachment A**. Invoices are due and payable upon receipt.

5. Time for Performance

CONSULTANT shall commence work upon mutual approval of this agreement. Thereafter the work shall be completed as specified in **Attachment A** unless the time is extended by mutual agreement.

6. Standard Terms and Conditions

Attachment B is the Standard Terms and Conditions that are incorporated by reference as though set out in full.

7. Approved: Dated this _____ day of _____, 2026.

Executed as of the day stated above.

Accepted:

City of Eagle Mountain, Utah

_____
Client Name
Client Title

Economic & Planning Systems, Inc.
A California Corporation

_____
Daniel R. Guimond, Senior Principal

_____
Andrew Knudtsen, Managing Principal

Attachment A
Scope of Services
Economic & Planning Systems, Inc.

Background

A major new retail is planned for development in the City Center area of Eagle Mountain, Utah. The 60-acre project is expected to be anchored by an approximately 125,000 square foot Smith's Marketplace and 120,000 square foot Lowe's Home Improvement Center. The remainder of the site is planned for up to 40 pad sites that are being marketed to other national chains found in other power centers in the Utah market, as well as fast-food and quick casual restaurants.

The Developer is seeking economic incentives from the Town to address the costs of development and the major trunk infrastructure needed to develop the property under a proposed P3 agreement. The City is in discussions with the Developer regarding an incentive agreement that would commit a portion of the City and County sales tax generated by the project through a tax increment agreement. The proposed development has the potential to be a major shopping destination for City residents, and a major fiscal generator for the City in the form of additional sales and property taxes, as well as other economic development spinoffs.

The City is seeking an independent third-party analysis of the expected development program and mix of uses, estimated absorption, and estimated sales tax generation before entering into an agreement. This review would include determination of supportable land and market values, associated property and sales tax values, and absorption estimates. EPS agrees to complete the tasks outlined below to meet the City's requirements.

Scope of Services

Task 1: Project Initiation and Data Collection

EPS will first meet with the Developer (virtually) to obtain the Developer's program including uses and square footage, estimated construction schedule, market and absorption assumptions, and any signed contracts and LOIs. After an initial review, we will meet with City staff to discuss the specific market and financial issues to be evaluated, as well as to collect development and budget and sales tax data relevant to the project. Based on these initial meetings, EPS will transmit written requests for any additional development data needed to complete our review.

Task 2: Retail Development Market Conditions

EPS will conduct a high-level review of retail development trends and conditions in Utah County in Eagle Mountain as well as a regional trade area, and for the County as a whole. We will compile data over the 2010-2025 time period including total inventory, annual construction and average vacancy and lease rates. We will then develop a market forecast of supportable retail space over the 2025 to 2035 time period based on population and household forecasts for the applicable trade areas using our retail expenditure model.

Task 3: Development Program and Market Assumptions

EPS will evaluate the reasonableness of the proposed development program, market and absorption values and development cost estimates based on the above data on Utah County market conditions, retail space forecasts, data from similar projects, and additional targeted market research as needed. EPS will make adjustments in the development program and absorption schedule as needed to be consistent with the market analysis findings. This includes assumptions about the mix of uses assumed for unleased space.

Task 4: Retail Sales Forecasts

EPS will estimate the average annual sales per square foot for signed leased, LOIs, and for categories of uses for unleased space. We will rely on industry averages as derived from SEC 10-K reports and other industry sources, as well as internal data compiled by EPS from other projects in Utah and Colorado. To the extent that actual historical data can be provided by store category by Utah County (under a confidentiality agreement), we will incorporate this information into our sales forecasts. Annual retail sales will be compiled over a forecast period to be determined based on the expectation that revenues will be used to support a bond issuance.

Task 5: Sales Tax Revenues Forecasts

EPS will translate the annual retail sales forecasts into estimated sales tax revenues by store type and category over the forecast period. We will make appropriate adjustments for retail space leased to service and office uses not subject to sales tax as well as to the amount of nontaxable sales by store type/category. Total annual available sales tax increment will be estimated for the City and County. Under defined scenarios, we will determine the amount of sales tax retained by the City and the amount invested in the project on an annual basis over a proposed revenue bond time period, or other agreed upon period of revenue sharing.

Task 6: Applicant Meeting

EPS will meet with the Developer and City staff to review the draft revenue forecasts, identify any corrections needed, and to discuss any outstanding issues. If needed, the forecast model will be revised and any additional sensitivity analyses will be performed.

Task 7: Report and Presentation

EPS will prepare a draft report to summarize its analysis and revenue forecasts. A final report will be completed within one week's receipt of comments. EPS would also attend a City Council meeting to present our conclusions and respond to Council questions if requested as an additional cost item.

Optional Task: Financial Analysis

EPS will obtain and review the Developer's TIF request and supportive financial analysis with and without the requested public financial investments. (EPS will sign a confidentiality statement agreeing to keep the project proprietary financial information confidential and will provide the City summary information regarding the project's estimated performance on an unleveraged basis.) EPS will then construct its own financial model to evaluate the project against acceptable measures of return for public investment in a real estate development project. The analysis will calculate the Developer's returns without public investment to determine 1) "but for" the public investment the project is financially infeasible, and 2) with the public investment the project is feasible with a reasonable rate of return given current financial conditions and the associated level of Developer risk.

The EPS financial analysis will provide the City with a recommendation of the amount of economic incentives needed under alternative financing scenarios. The analysis will be transmitted to City staff and Developer in draft form for review and discussion. The project report will be modified to include the analysis of financial returns not disclosing confidential pro forma detail as allowed for by State statute guidelines for confidential real estate negotiations. This item is optional and not budgeted.

Budget and Schedule

EPS agrees to complete Tasks 1-7 in the above work plan within three months for an amount not to exceed $40,180 without the prior approval of the City. The approximate allocation of time by task and staff level is shown in **Table 1**. EPS agrees to be compensated with 50 percent upon project signing and the remainder at project completion.

Table 1. Proposed Budget by Task and Staff

Description	Principal	Analyst	Research/ Production	Total
Billing Rate	**$280**	**$165**	**$125**	
Task 1: Project Initiation and data collection	8	8	4	$4,060
Task 2: Retail Development Market Conditions	8	24	8	$7,200
Task 3: Development Program and Market Assumptions	8	16	4	$5,380
Task 4: Retail Sales Forecasts	8	24	8	$7,200
Task 5: Sales Tax Revenue Forecasts	8	24	4	$6,700
Task 6: Applicant Meeting	2	2	0	$890
Task 7: Report and Presentation	12	16	8	$7,000
Staff Time and Costs	**54**	**114**	**36**	**$38,430**
Expenses				
Travel (two persons two day trip)				$1,500
Miscellaneous				$250
Total Expenses				**$1,750**
Total Project Budget				**$40,180**

Source: Economic & Planning Systems

Economic & Planning Systems, Inc.
Attachment B Standard Terms and Conditions for Consulting Services

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, EPS is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

EPS shall maintain the following insurance:

3.1. Workers Compensation as required by law.

3.2. General Liability insurance of $2,000,000 each occurrence, $4,000,000 general aggregate.

3.3. Auto Liability insurance of $2,000,000, combined single limit for bodily injury and property damage, covering non-owned and hired autos only.

3.4. Errors and Omissions/Professional Services Liability insurance in the amount of $2,000,000 per claim/aggregate.

3.5. Excess/Umbrella Liability insurance of $3,000,000.

4. Personnel

EPS represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of EPS

EPS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS (EPS Work Product), in whole or in part, for purposes of this project. This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS

Work Product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product, or (iii) disclose or distribute any EPS Work Product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by EPS under this Agreement shall not be made available to any individual or organization by EPS without the prior written approval of the CLIENT. EPS is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify EPS of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and EPS will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by EPS, by or against a third party, and CLIENT requests that EPS or a SUBCONSULTANT, (or if EPS or a SUBCONSULTANT is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay EPS or SUBCONSULTANT for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to EPS, on completion of any task described in the scope of services. In such event the CLIENT will pay to EPS the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of EPS default, such payment shall include any sums withheld pursuant to this Agreement. In addition, EPS shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by EPS during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

13.1. CLIENT agrees to release, indemnify, hold harmless, and defend EPS and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer, or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of EPS.

13.2. CLIENT agrees that EPS is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. Nondiscrimination and Equal Opportunity

EPS and its SUBCONSULTANTS shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by EPS under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. EPS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of EPS thereby.

15. Standard of Performance

All work performed by EPS for CLIENT pursuant to this Agreement shall be performed by qualified persons and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS are based on the assumption that no significant changes in project conditions will occur beyond those expressly discussed in EPS Work Product. EPS shall be able to rely on information provided to it by the CLIENT, and EPS shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration and Attorneys' Fees

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS).

In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding on the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.60 and 17.10 regarding Fencing.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Eagle Mountain Resident, Katie Elliott

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

PUBLIC HEARING
Yes

PREPARED BY
Mickie Mills, Planner

PRESENTED BY
Mickie Mills

RECOMMENDATION:
Staff recommends that the City Council deny the Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code 17.60 and 17.10 Fencing Amendment.

BACKGROUND:
This code amendment was requested by Eagle Mountain City resident, Katie Elliott. It adds “pre-weathered weathering steel” as an approved material type for residential perimeter fencing and adds a definition for “pre-weathered weathering steel fences.” Corten steel is a brand name for weathering steel. The applicant is willing to modify the provided code language to limit its installation near concrete or other areas where lack of maintenance may cause clean-up or enforcement issues.

ITEMS FOR CONSIDERATION:
Several cities in the surrounding area, including Riverton, Saratoga Springs, Springville, Park City, and Bluffdale allow this material, but it should be noted that these cities' disallowed materials are generally limited to barbed wire or chain link.

The City Council should consider the potential consequences of the rusted patina surface, and its impact on surrounding areas. The surface rust from weathering steel can run off during storms and stain concrete and other surfaces. Stains from run off are most likely to develop when the steel is first exposed to the elements as it works to build up the rusted patina surface, but can occur for the lifetime of the fence, even on pre-weathered types. Clean up and mitigation of these effects are costly and difficult to enforce. If allowed, the City Council should consider the enforcement consequences and long-term costs associated with the proposed code changes.

Ordinances pertaining to Development Code Amendments may be found in EMMC 17.05.120.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Ordinance
2. Redlines
3. Clean

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.60 AND SECTION 17.10 FENCING AMENDMENT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.60 and Section 17.10 regarding Fencing, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.60 and Section 17.10 regarding Fencing, as described in Exhibit A, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Posted on _____ by _____.

Exhibit A

Resident Initiated Fence Code Amendment

PLGL-26-2

Proposed Code Language

> **17.60.120 General fencing/screening provisions.**

A. The standards in this section shall apply universally to fencing, walls, and screens in all zones unless specified otherwise. Various fence types are defined in EMMC 17.10.030. A fence permit or authorization via city site plan approval shall be required by the city to sanction the placement of a fence or wall or privacy screen.

Property owners should only install fencing on their property. If the property lines are not clearly marked, the city encourages the property owner(s) to consider having a surveyor determine property line locations and mark the same. Fence or wall height is measured or assessed from either: (1) the height of finished grade of the property whereupon a fence lies or to which it pertains, to the top of the fence or wall; or (2) from the height of the grade of a commercial or industrial building/parking pad where such is at a higher-grade elevation than any abutting residentially zoned or developed property, whichever results in a higher screen.

B. Residential Perimeter Fencing Standards.

1. Material Type(s).

    a. Allowed: board (e.g., cedar), vinyl, and/or solid walls (made of decorative concrete or masonry (including brick)), weathering steel with wood posts, wrought iron or imitation variety thereof, composite material and limited amounts (i.e., less than 80 percent of the overall area of a section of fencing between posts) of black painted hog wire provided all such have top and bottom rails and substantial posts/columns.

    b. Composition. Fences shall be constructed such that no more than two materials (i.e., wood or vinyl, etc.) are used throughout and its color(s), pattern, and composition are consistent, save for posts or support columns which may be of different composition or style.

    c. Not allowed: chain-link, wire, razor, chain fencing, gabion basket fencing, and/or electric (except as allowed per standards hereafter). Also, fences comprised of, or containing, sheet metal (except weathering steel), OSB, and nontraditional materials/items such as signs, rugs, cardboard, Styrofoam, etc.

    Exception(s):

i. Livestock animal enclosure. Barbed wire or wire fences (including electric lines) may be used to create animal enclosures. In such cases, the fence shall not exceed six feet in height and may only be used within/alongside of rear yard areas.

ii. Sport court or golf course protection screening. Refer to provisions in subsection (J) of this section.

iii. Electric fences as allowed in accordance with electric fence provisions stated in this section.

2. Height(s).

a. Interior Lots. No fence shall exceed four feet in height in the front yard area of a property. Wing fencing extending from the front corners of a residence to the side property lines may be up to six feet tall. Fencing along the side property lines past the front wall plane of a residence to, and along, the rear property line, including against an alley or service drive, may be up to six feet tall. Fencing that adjoins an alley or service drive shall be required to comply with clear vision triangle standards where applicable.

b. Corner Lots. Same as interior lots save that no fencing over three feet in height shall be within a clear vision triangle. Fencing that adjoins an alley, service drive or driveway shall be required to comply with clear vision triangle standards where applicable.

Exception(s): Sport court fencing or golf course screening shall be exempt from the height regulations of this subsection but may not be used as exterior property fencing/screening.

C. Nonresidential (i.e., Agricultural, Commercial, Industrial, etc.) Perimeter Fence/Wall Materials, Appearance and Maintenance Standards.

1. Material Type(s).

a. Allowed: board (e.g., cedar), vinyl, and/or decorative concrete or masonry (including brick), wrought iron or simulated/imitation version thereof, composite material and limited amounts of painted hog wire provided all such have top and bottom rails and substantial posts/columns.

b. Composition. Fences shall be constructed such that no more than two materials (i.e., wood or vinyl, etc.) are used throughout and its color(s), pattern, and composition are consistent save for posts or support columns which may be of different composition or style.

c. Not allowed: full wire, razor, chained fencing, gabion basket fencing, chain-link fencing, and/or electric screen fencing.

Exception(s): Barbed wire, electrified wire (not fully electrified fences – see subsection H of this section) or full wire fences (e.g., hog wire or similar) shall be allowed:

i. In conjunction with the care and keeping of livestock on property.

ii. On property that has either greenbelt tax status or legal nonconforming status.

iii. For city fencing of conservation easements or other sensitive public or municipal lands, and/or perimeter screening of the city's wildlife corridor.

iv. For city fencing of land for vegetative management purposes (i.e., livestock grazing of open spaces, utility rights-of-way and other areas).

v. Chain-link fencing as specified in this title around industrially zoned properties or monopole cell towers (see subsection (C)(1)(d) of this section).

d. Where chain-link is allowed in industrial zones or in conjunction with monopole cell towers, said fencing:

i. Shall have top rails.

ii. Shall be vinyl coated.

iii. Shall be obscured by a vegetative screen between it and any parking lot or adjoining public street.

iv. Shall not have slats embedded therein.

v. Chain-link mesh shall be flush to the ground.

2. Height(s).

a. Agricultural Zone. Fencing in industrial zones shall not exceed eight feet in height.

b. Commercial Zones. Fencing in commercial zones shall not exceed eight feet in height in any property area.

c. Industrial Zones. Fencing in industrial zones shall not exceed eight feet in height.

D. City Facilities Fencing Standards. Security fencing type/materials and height for public municipal facilities shall be no less than six feet nor higher than eight feet tall, and shall be simulated wrought iron. Exception: City fencing installed to preserve conservation easement areas, or the wildlife corridor may be of material type and height as determined appropriate by the city.

E. Walls or Fences as Buffers or Street Screens. Where required, screening walls or fences shall not be less than six feet in height. Required wall installations shall precede issuance of a building permit for a project related to a wall as per EMMC 16.35.090. Masonry or decorative concrete shall be used as a:

1. Buffer. Where and when a commercial use borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon.

2. Refuse Areas. Trash enclosures and other refuse collection areas shall be screened by a solid masonry or decorative concrete wall. Gates shall be (full) metal and sight-obscuring, not made of chain link or chain link with slats.

3. Street Screens. Where and when residential fencing abutting a road identified by the city as a "major" or "minor" "arterial," or, as a "major" or "minor" "collector" is installed, it shall be of consistent height (not less than six feet), material and color, and be made of stone, masonry or decorative concrete.

Residential subdivisions, business park, commercial, commercial storage, and industrial developments shall install six-foot-tall privacy screening made of durable materials consisting of either stone, masonry or decorative concrete (including precast concrete) along the rear and/or side lot lines of a project that abut(s) an arterial or collector road right-of-way, or one designated as such on the city's existing future transportation plan.

Developers/builders are required to install privacy screening prior to any building permits being issued in that phase of development that abuts such right-of-way. Property purchasers, at any such time as they desire to install screening along an arterial or collector where such is absent, shall install an acceptable wall.

Exception: In cases where a residential property:

a. Either abuts the Ranches Parkway; or

b. Faces (at an angle within 45 degrees of being parallel) to Ranches Parkway; and

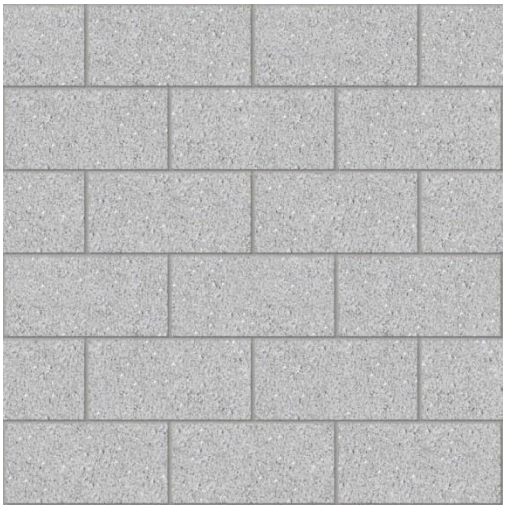
c. Is within 75 feet of the closest Ranches Parkway right-of-way line; and

d. Where and when screening of the property (usually along a rear property line) from the Parkway has not already been installed by a developer/builder prior to occupancy of a house on that property; then

screening installed by that lot's owner shall be a "Monterey Gray" colored wood fence – six feet maximum height.

Note that the foregoing requirement does not pertain to those properties in the Ranches with yards abutting or facing actively used golf course land (i.e., fairways or greens) where wrought iron type fencing is instead required between those yard areas (usually backyards) and the golf course.

Examples of inappropriate concrete and masonry walls styling include:



F. Residential Privacy Screens. Privacy screens on residential properties that serve as view curtains, decorative elements, buffers to neighboring properties, etc., shall be allowed; provided, that:

1. They are treated as accessory structures in terms of allowed height(s), required setback(s) and the need to avoid being placed in or across an easement.

2. If under seven feet in height, neither a fence nor a building permit is, or shall be, required. However, if a privacy screen is [to be] over seven feet in height, a building permit is [first] required.

G. Wall or Fence Location Restrictions.

1. Rights-of-Way. Neither fences nor walls shall be located within any portion of any public right-of-way without written city consent. Written city consent shall consist of an approved right-of-way encroachment agreement/license. If allowed within a public right-of-way, it shall be the duty of the owner of the fence or wall to remove the same at their expense upon notification by the city for any reason deemed sufficient by the city.

2. Easements.

a. Fences may be placed across or in easements.

b. Walls (including retaining types) shall not be allowed to cross or rest within an easement unless approved otherwise by vacating all or a portion of the easement or obtaining an easement release coupled with an encroachment license/agreement from the city.

3. Utility Fixtures. Fire hydrants and utility boxes shall not be fenced into a yard (i.e., trapped). Fencing shall be kept at least three feet from any such fixtures.

4. Utility Meters. Fencing shall not obstruct access to gas, electric, and water meters. If an area of a property with such meters is enclosed by fencing, there shall be an unlocked entrance (e.g., a gate) to allow access to the meter(s).

H. Electric Perimeter/Screen Fences (Fully Electrified Fence). Electric perimeter security fences shall only be allowed in the city as provided in this section, subject to the following standards:

1. IEC Standard 60335-2-76. Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard 60335-2-76.

2. Energizer. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

3. Charge Limit. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard 60335-2-76.

4. Where permitted: Electric fences shall be permitted on any nonresidential outdoor storage area or to secure power plant property.

5. Signage. Electric fences shall be clearly identified with warning signs that read “Warning – Electric Fence” placed at intervals not less than 60 feet apart.

6. Governing Regulations. Electric fences shall otherwise be governed and regulated under burglar alarm regulations and permitted as such.

7. Violation. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section save those fences designed and operated to contain livestock. Those fences shall comply with traditional practice and industry standards applicable to livestock enclosure.

I. Berms and Landscape Screens or Hedges. Berms, landscape screens, including hedges, shall be considered functionally equivalent to fences unless otherwise specified. If used, berms and any planting or fencing atop the same shall be restricted in height equivalent to that allowed for a fence in a given

location. This shall not be construed to mean, however, that berms or hedges may be substituted for fencing or walls where fencing or a wall are specifically required to be installed per code.

17.10.030 Definitions.

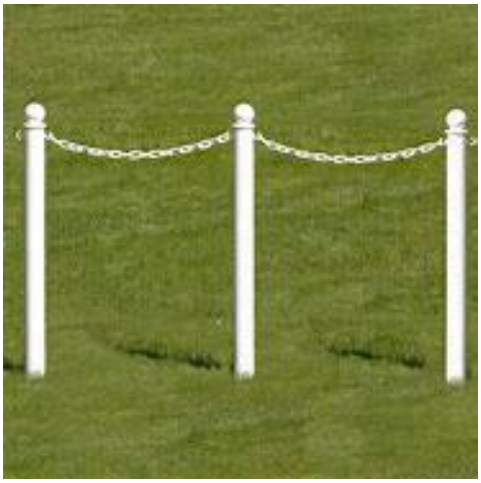
"**Fence**" means a type of upright linear structure that serves as a barrier and/or boundary and is customarily used to mark a property boundary and/or to control access to/from a property, serve as a sight or protective screen or as a decorative element. **Fences** are made of varying materials and in varying styles. Common subtypes (with sample pictorial representations) include as follows:

"Board" means a **fence** that is mainly or wholly comprised of vertically arranged boards (often cedar wood) abutted together in a row.

"Board-on-board" (aka "shadowbox") means a **fence** with alternating vertical boards over horizontal structures that give the **fence** a finished look on both sides.

"Chain-link" or "cyclone" means any **fence** that is constructed out of some type of woven wire **fence**, typically with a minimum gauge ranging from nine to 11.

“Chained **fencing**” means lengths of chain (usually heavy gauge) suspended between support poles/bollard or columns.



“Decorative” means any **fence** not specifically established to curtail access through or past the same. Decorative **fences** shall not include any form of chain link material.

“Gabion basket” means a wire mesh wrapped column of rock, usually river rock or similar materials to form an effectual basket.

“Lattice” means an open framework made of strips of wood or similar material overlapped or overlaid in a regular crisscross or decorative pattern.

“Non-site-obscuring” means a **fence** (e.g., picket, chain-link, solid **fence** with partial wire or lattice composition) that allows some view through the same.

“Ornamental” means wrought iron, tubular aluminum, or other decorative metal **fence**.

“Picket” means a **fence** with in-line boards with gaps between the same. Typically, the gaps are the same width as the boards and the boards are usually arranged vertically.

“Privacy screen, residential” means a type of **fence** or curtain wall placed on a property (typically along a patio, deck, courtyard, or swimming pool) not as a **fence** but rather a barrier to facilitate enhanced privacy or view screening on a property. Screens in this title are treated as a form of accessory structure instead of a **fence**, and are subject to accessory structure code standards.

“Site-obscuring” means a **fence** (e.g., board or vinyl) or wall that by its construct inhibits viewing through or past the same.

“Split-rail” means a **fence** typically featuring two or three cross-members between posts or supports.

“Vinyl” means a **fence** that is mainly or wholly comprised (typically) of vertically arranged vinyl panels abutted together in a row.

“Weathering steel” refers to low-alloy steel manufactured to develop a protective rust-like patina after exposure to weather.

Resident Initiated Fence Code Amendment

PLGL-26-2

Proposed Code Language

> **17.60.120 General fencing/screening provisions.**

A. The standards in this section shall apply universally to fencing, walls, and screens in all zones unless specified otherwise. Various fence types are defined in EMMC 17.10.030. A fence permit or authorization via city site plan approval shall be required by the city to sanction the placement of a fence or wall or privacy screen.

Property owners should only install fencing on their property. If the property lines are not clearly marked, the city encourages the property owner(s) to consider having a surveyor determine property line locations and mark the same. Fence or wall height is measured or assessed from either: (1) the height of finished grade of the property whereupon a fence lies or to which it pertains, to the top of the fence or wall; or (2) from the height of the grade of a commercial or industrial building/parking pad where such is at a higher-grade elevation than any abutting residentially zoned or developed property, whichever results in a higher screen.

B. Residential Perimeter Fencing Standards.

1. Material Type(s).

    a. Allowed: board (e.g., cedar), vinyl, and/or solid walls (made of decorative concrete or masonry (including brick)), pre-weathered weathering steel with wood posts (to be re-sealed annually to prevent staining), wrought iron or imitation variety thereof, composite material and limited amounts (i.e., less than 80 percent of the overall area of a section of fencing between posts) of black painted hog wire provided all such have top and bottom rails and substantial posts/columns.

    b. Composition. Fences shall be constructed such that no more than two materials (i.e., wood or vinyl, etc.) are used throughout and its color(s), pattern, and composition are consistent, save for posts or support columns which may be of different composition or style.

    c. Not allowed: chain-link, wire, razor, chain fencing, gabion basket fencing, and/or electric (except as allowed per standards hereafter). Also, fences comprised of, or containing, sheet metal (except pre-weathered weathering steel), OSB, and nontraditional materials/items such as signs, rugs, cardboard, Styrofoam, etc.

    Exception(s):

i. Livestock animal enclosure. Barbed wire or wire fences (including electric lines) may be used to create animal enclosures. In such cases, the fence shall not exceed six feet in height and may only be used within/alongside of rear yard areas.

ii. Sport court or golf course protection screening. Refer to provisions in subsection (J) of this section.

iii. Electric fences as allowed in accordance with electric fence provisions stated in this section.

2. Height(s).

a. Interior Lots. No fence shall exceed four feet in height in the front yard area of a property. Wing fencing extending from the front corners of a residence to the side property lines may be up to six feet tall. Fencing along the side property lines past the front wall plane of a residence to, and along, the rear property line, including against an alley or service drive, may be up to six feet tall. Fencing that adjoins an alley or service drive shall be required to comply with clear vision triangle standards where applicable.

b. Corner Lots. Same as interior lots save that no fencing over three feet in height shall be within a clear vision triangle. Fencing that adjoins an alley, service drive or driveway shall be required to comply with clear vision triangle standards where applicable.

Exception(s): Sport court fencing or golf course screening shall be exempt from the height regulations of this subsection but may not be used as exterior property fencing/screening.

C. Nonresidential (i.e., Agricultural, Commercial, Industrial, etc.) Perimeter Fence/Wall Materials, Appearance and Maintenance Standards.

1. Material Type(s).

a. Allowed: board (e.g., cedar), vinyl, and/or decorative concrete or masonry (including brick), wrought iron or simulated/imitation version thereof, composite material and limited amounts of painted hog wire provided all such have top and bottom rails and substantial posts/columns.

b. Composition. Fences shall be constructed such that no more than two materials (i.e., wood or vinyl, etc.) are used throughout and its color(s), pattern, and composition are consistent save for posts or support columns which may be of different composition or style.

c. Not allowed: full wire, razor, chained fencing, gabion basket fencing, chain-link fencing, and/or electric screen fencing.

Exception(s): Barbed wire, electrified wire (not fully electrified fences – see subsection H of this section) or full wire fences (e.g., hog wire or similar) shall be allowed:

i. In conjunction with the care and keeping of livestock on property.

ii. On property that has either greenbelt tax status or legal nonconforming status.

iii. For city fencing of conservation easements or other sensitive public or municipal lands, and/or perimeter screening of the city's wildlife corridor.

iv. For city fencing of land for vegetative management purposes (i.e., livestock grazing of open spaces, utility rights-of-way and other areas).

v. Chain-link fencing as specified in this title around industrially zoned properties or monopole cell towers (see subsection (C)(1)(d) of this section).

d. Where chain-link is allowed in industrial zones or in conjunction with monopole cell towers, said fencing:

i. Shall have top rails.

ii. Shall be vinyl coated.

iii. Shall be obscured by a vegetative screen between it and any parking lot or adjoining public street.

iv. Shall not have slats embedded therein.

v. Chain-link mesh shall be flush to the ground.

2. Height(s).

a. Agricultural Zone. Fencing in industrial zones shall not exceed eight feet in height.

b. Commercial Zones. Fencing in commercial zones shall not exceed eight feet in height in any property area.

c. Industrial Zones. Fencing in industrial zones shall not exceed eight feet in height.

D. City Facilities Fencing Standards. Security fencing type/materials and height for public municipal facilities shall be no less than six feet nor higher than eight feet tall, and shall be simulated wrought iron. Exception: City fencing installed to preserve conservation easement areas, or the wildlife corridor may be of material type and height as determined appropriate by the city.

E. Walls or Fences as Buffers or Street Screens. Where required, screening walls or fences shall not be less than six feet in height. Required wall installations shall precede issuance of a building permit for a project related to a wall as per EMMC 16.35.090. Masonry or decorative concrete shall be used as a:

1. Buffer. Where and when a commercial use borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon.

2. Refuse Areas. Trash enclosures and other refuse collection areas shall be screened by a solid masonry or decorative concrete wall. Gates shall be (full) metal and sight-obscuring, not made of chain link or chain link with slats.

3. Street Screens. Where and when residential fencing abutting a road identified by the city as a "major" or "minor" "arterial," or, as a "major" or "minor" "collector" is installed, it shall be of consistent height (not less than six feet), material and color, and be made of stone, masonry or decorative concrete.

Residential subdivisions, business park, commercial, commercial storage, and industrial developments shall install six-foot-tall privacy screening made of durable materials consisting of either stone, masonry or decorative concrete (including precast concrete) along the rear and/or side lot lines of a project that abut(s) an arterial or collector road right-of-way, or one designated as such on the city's existing future transportation plan.

Developers/builders are required to install privacy screening prior to any building permits being issued in that phase of development that abuts such right-of-way. Property purchasers, at any such time as they desire to install screening along an arterial or collector where such is absent, shall install an acceptable wall.

Exception: In cases where a residential property:

a. Either abuts the Ranches Parkway; or

b. Faces (at an angle within 45 degrees of being parallel) to Ranches Parkway; and

c. Is within 75 feet of the closest Ranches Parkway right-of-way line; and

d. Where and when screening of the property (usually along a rear property line) from the Parkway has not already been installed by a developer/builder prior to occupancy of a house on that property; then

screening installed by that lot's owner shall be a "Monterey Gray" colored wood fence – six feet maximum height.

Note that the foregoing requirement does not pertain to those properties in the Ranches with yards abutting or facing actively used golf course land (i.e., fairways or greens) where wrought iron type fencing is instead required between those yard areas (usually backyards) and the golf course.

Examples of inappropriate concrete and masonry walls styling include:

F. Residential Privacy Screens. Privacy screens on residential properties that serve as view curtains, decorative elements, buffers to neighboring properties, etc., shall be allowed; provided, that:

1. They are treated as accessory structures in terms of allowed height(s), required setback(s) and the need to avoid being placed in or across an easement.

2. If under seven feet in height, neither a fence nor a building permit is, or shall be, required. However, if a privacy screen is [to be] over seven feet in height, a building permit is [first] required.

G. Wall or Fence Location Restrictions.

1. Rights-of-Way. Neither fences nor walls shall be located within any portion of any public right-of-way without written city consent. Written city consent shall consist of an approved right-of-way encroachment agreement/license. If allowed within a public right-of-way, it shall be the duty of the owner of the fence or wall to remove the same at their expense upon notification by the city for any reason deemed sufficient by the city.

2. Easements.

a. Fences may be placed across or in easements.

b. Walls (including retaining types) shall not be allowed to cross or rest within an easement unless approved otherwise by vacating all or a portion of the easement or obtaining an easement release coupled with an encroachment license/agreement from the city.

3. Utility Fixtures. Fire hydrants and utility boxes shall not be fenced into a yard (i.e., trapped). Fencing shall be kept at least three feet from any such fixtures.

4. Utility Meters. Fencing shall not obstruct access to gas, electric, and water meters. If an area of a property with such meters is enclosed by fencing, there shall be an unlocked entrance (e.g., a gate) to allow access to the meter(s).

H. Electric Perimeter/Screen Fences (Fully Electrified Fence). Electric perimeter security fences shall only be allowed in the city as provided in this section, subject to the following standards:

1. IEC Standard 60335-2-76. Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard 60335-2-76.

2. Energizer. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

3. Charge Limit. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard 60335-2-76.

4. Where permitted: Electric fences shall be permitted on any nonresidential outdoor storage area or to secure power plant property.

5. Signage. Electric fences shall be clearly identified with warning signs that read “Warning – Electric Fence” placed at intervals not less than 60 feet apart.

6. Governing Regulations. Electric fences shall otherwise be governed and regulated under burglar alarm regulations and permitted as such.

7. Violation. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section save those fences designed and operated to contain livestock. Those fences shall comply with traditional practice and industry standards applicable to livestock enclosure.

I. Berms and Landscape Screens or Hedges. Berms, landscape screens, including hedges, shall be considered functionally equivalent to fences unless otherwise specified. If used, berms and any planting or fencing atop the same shall be restricted in height equivalent to that allowed for a fence in a given

location. This shall not be construed to mean, however, that berms or hedges may be substituted for fencing or walls where fencing or a wall are specifically required to be installed per code.

17.10.030 Definitions.

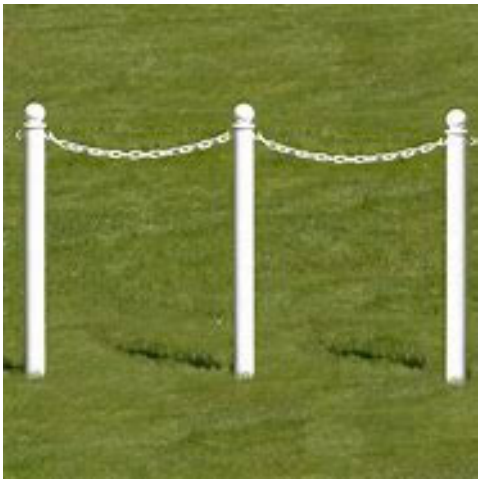
"Fence" means a type of upright linear structure that serves as a barrier and/or boundary and is customarily used to mark a property boundary and/or to control access to/from a property, serve as a sight or protective screen or as a decorative element. Fences are made of varying materials and in varying styles. Common subtypes (with sample pictorial representations) include as follows:

"Board" means a fence that is mainly or wholly comprised of vertically arranged boards (often cedar wood) abutted together in a row.

"Board-on-board" (aka "shadowbox") means a fence with alternating vertical boards over horizontal structures that give the fence a finished look on both sides.

"Chain-link" or "cyclone" means any fence that is constructed out of some type of woven wire fence, typically with a minimum gauge ranging from nine to 11.

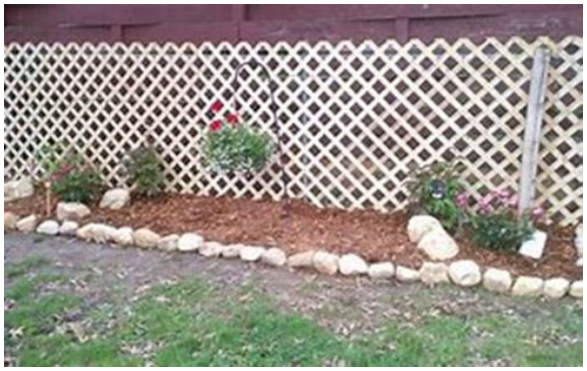
“Chained **fencing**” means lengths of chain (usually heavy gauge) suspended between support poles/bollard or columns.



“Decorative” means any **fence** not specifically established to curtail access through or past the same. Decorative **fences** shall not include any form of chain link material.

“Gabion basket” means a wire mesh wrapped column of rock, usually river rock or similar materials to form an effectual basket.

“Lattice” means an open framework made of strips of wood or similar material overlapped or overlaid in a regular crisscross or decorative pattern.



“Non-site-obscuring” means a fence (e.g., picket, chain-link, solid fence with partial wire or lattice composition) that allows some view through the same.

“Ornamental” means wrought iron, tubular aluminum, or other decorative metal fence.

“Picket” means a fence with in-line boards with gaps between the same. Typically, the gaps are the same width as the boards and the boards are usually arranged vertically.

“Privacy screen, residential” means a type of fence or curtain wall placed on a property (typically along a patio, deck, courtyard, or swimming pool) not as a fence but rather a barrier to facilitate enhanced privacy or view screening on a property. Screens in this title are treated as a form of accessory structure instead of a fence, and are subject to accessory structure code standards.

“Site-obscuring” means a fence (e.g., board or vinyl) or wall that by its construct inhibits viewing through or past the same.

“Split-rail” means a fence typically featuring two or three cross-members between posts or supports.

“Vinyl” means a fence that is mainly or wholly comprised (typically) of vertically arranged vinyl panels abutted together in a row.

“Pre-Weathered Weathering steel” refers to low-alloy steel manufactured to develop a protective rust-like patina after exposure to weather.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as QTS-SCL 2.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	Jed Hellmich, Basin Engineering

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park/Light Industry / Agriculture	523.17

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	David Stroud, Senior Planner	David Stroud

RECOMMENDATION:
Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as QTS-SCL 2.

BACKGROUND:
QTS owns the eight parcels in this request, which encompass 524 acres. The approved Development Agreement states that any property acquired by QTS is subject to the approved Agreement. From Section 4.8 of the Agreement: *"This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the property (or that is separated from the Property only by roads, public rights of way, easements, or similar land rights or uses) that the Company or affiliate of the Company may from time to time acquire following the effective date..."* The properties need to be rezoned ot the RTI zone in order to utilize the standards of the zone (in addition to the Agreement's standards).

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends the CIty Councll approve the rezone request.

ATTACHMENTS:
1. Ordinance
2. QTS Aerial Map
3. QTS GP map
4. QTS Zone Map

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS KNOWN AS QTS-SCL 2

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Rezone certain lands known as QTS-SCL 2, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a rezone of certain lands known as QTS-SCL 2, as set forth in Exhibit A.

2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

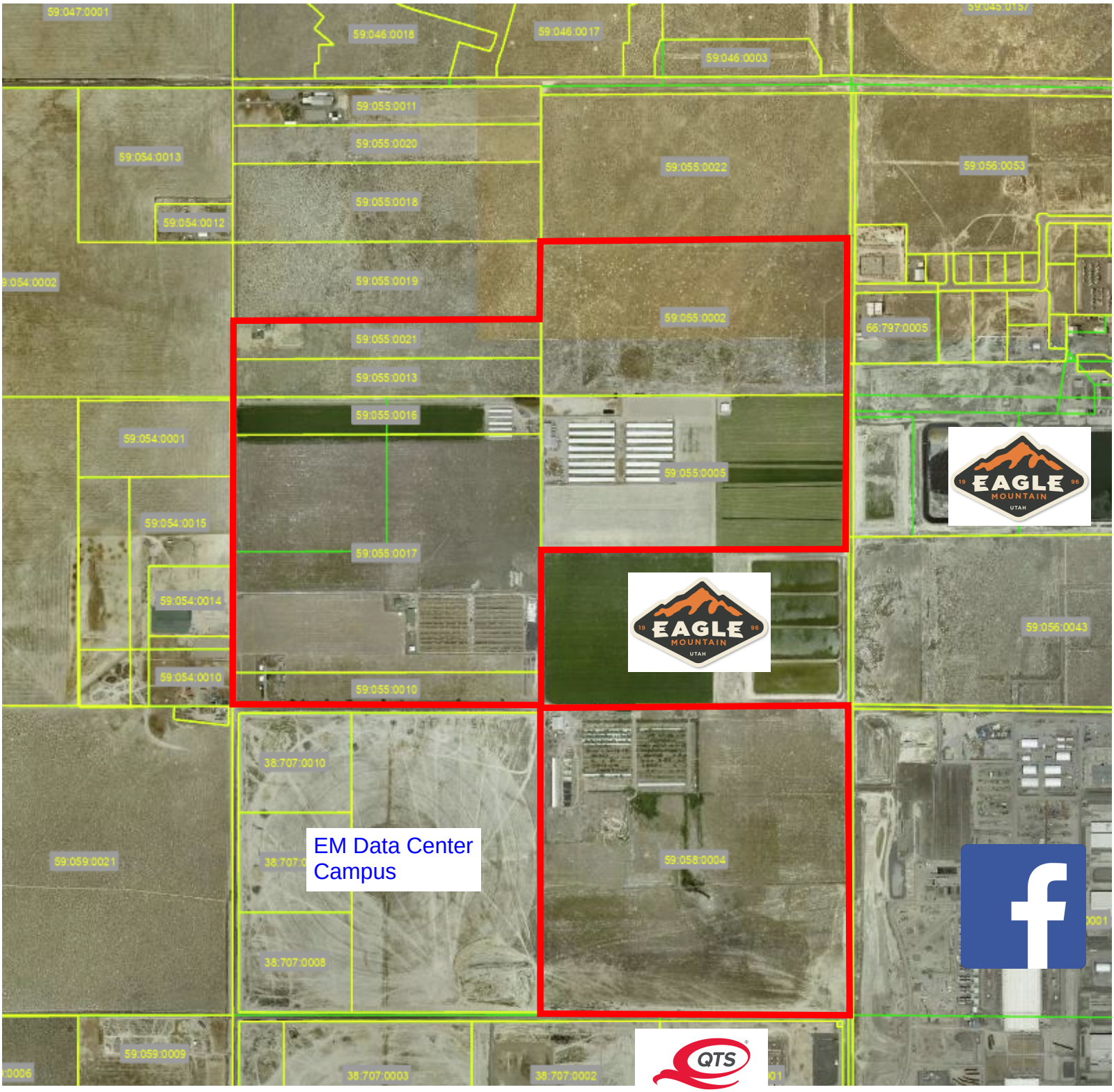
The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A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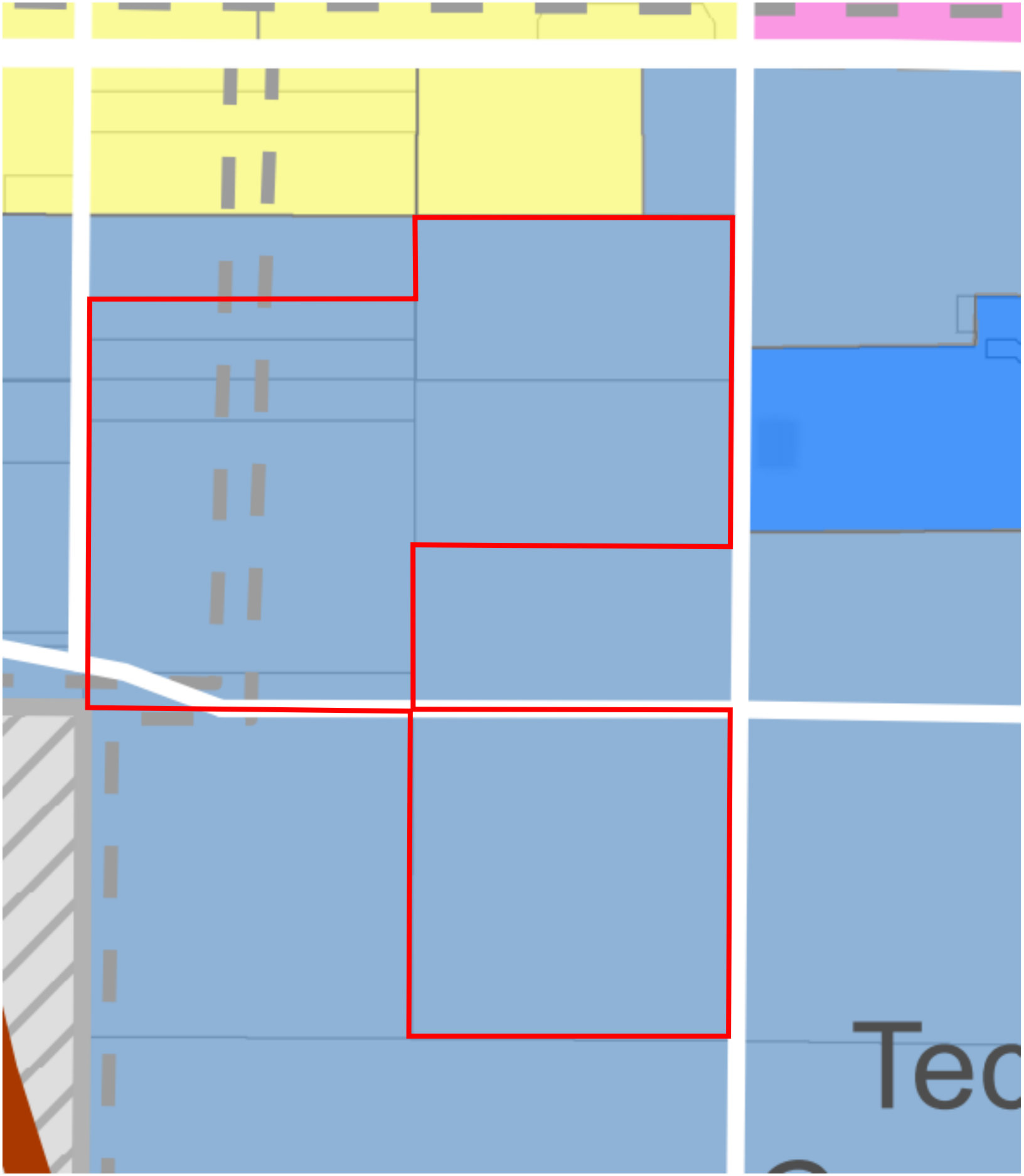
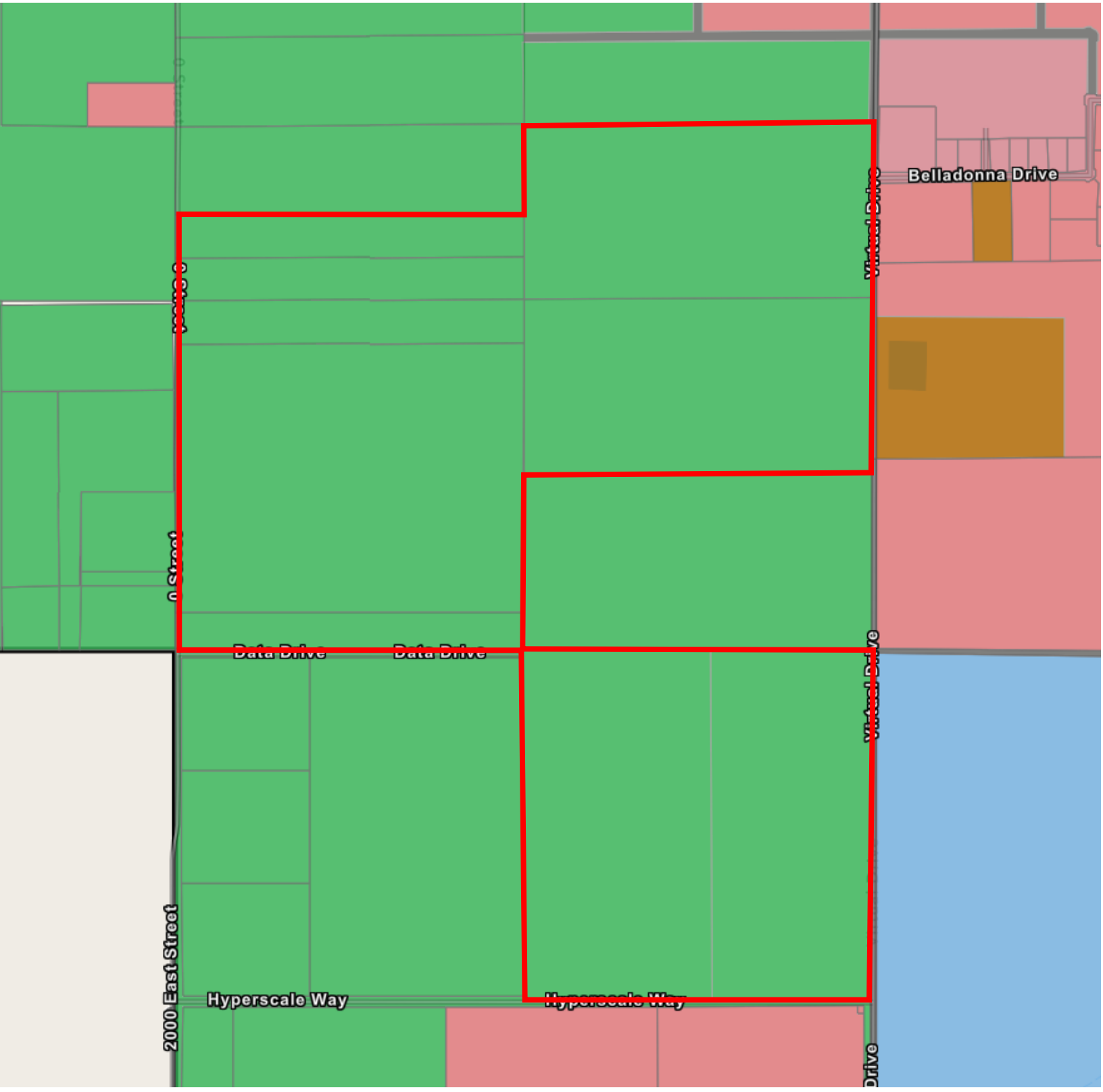
EM Data Center Campus
EAGLE MOUNTAIN UTAH
QTS

General Plan - Business Park/Light Industry



Zone - Agriculture



	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 15.80, 17.10, 17.25, 17.100 regarding Slope Development.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
That the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 15.80, 17.10, 17.25, 17.100 regarding Slope Development.

BACKGROUND:
Staff was directed to prepare a code amendment clarifying that slopes of 25% or greater may not be graded or otherwise physically altered. In reviewing the code to implement the Council's requested changes, Staff identified additional opportunities to improve the affected sections and incorporated those enhancements into the draft amendment. In January, the Council voted to table the amendment(s) to allow for further revisions. Those revisions have now been completed, and Staff is resubmitting the updated draft for renewed review.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if adopted. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission, during their regularly scheduled public hearing of January 13, 2026, voted to recommend to the City Council that the proposed code amendments be approved as drafted.

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTIONS 15.80.020 CERTIFIED REPORT REQUIRED; SECTION 17.10 DEFINITIONS; SECTION 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS; AND SECTION 17.100.050 SITE PLAN DEVELOPMENT STANDARDS

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Sections 15.80.020, 17.10, 17.25.040, and 17.100.050, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Sections 15.80.020 Certified Report Required; Section 17.10 Definitions; Section 17.25.040 Residential Development Standards; and Section 17.100.050 Site Plan Development, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
Interim City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
Interim City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 15.80
HILLSIDE SITE DEVELOPMENT

Sections:

~~15.80.010 Average slope definition~~ **What this chapter does.**
15.80.020 Certified report required.
15.80.030 Certified report specifications.
15.80.040 Liability.
15.80.050 Retaining walls.

~~15.80.010 Average slope definition.~~

~~For the purpose of this chapter, the definition of "average slope" shall be as follows: The average slope of the parcel of land or any portion thereof shall be computed by applying the formula:~~

$$S = \frac{0.00229\ IL}{A}$$

~~to the natural slope of the land before any grading is commenced, as determined from a topographic map having a scale of not less than one inch equals 100 feet and a contour interval of not less than five feet, where:~~

~~0.00229 = A conversion factor of square feet to acres;~~

~~S = Average percent slope;~~

~~I = Contour interval, in feet;~~

~~L = Summation of the length of contour lines, in feet, within the subject parcel;~~

~~A = Areas in acres of the parcel being considered. [Ord. O-03-2010 § 1 (Exh. A § 16.010)].~~

15.80.010 What this chapter does.

This chapter sets forth standards for development of hillsides -- including the protection of slopes, water courses and sensitive lands. It further establishes requirements for proposed improvements on land on, or adjoining, certain slopes, water courses and sensitive lands.

15.80.020 Certified report required.

~~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. Building within 200 feet of slopes in excess of 25 percent will require a slope stability report to address the potential for landslides. Such report must be reviewed and approved by the city engineer or his/her designee. Each lot within a hillside development shall indicate a proposed building envelope and driveway location. The lot width shall be such that the maximum 12 percent driveway shall not be exceeded, unless a steeper driveway is approved by both the city engineer or his/her representative and the building department based on specific design considerations such as a southern-facing or heated driveway. Nor shall any person grade, level, or improve in any manner any parcel of land which is crossed by a natural or manmade watercourse or existing utility before such person has submitted to the city engineer a certified report from a qualified civil engineer licensed in the state of Utah containing the information set forth in EMMC 15.80.030. [Ord. O-03-2010 § 1 (Exh. A § 16.020)].~~

A. The presence of sloped land twenty-five percent (25%) or greater on a property shall not prohibit property development; however, no excavation, grading, fill, or other alteration shall be permitted on any portion of that property where the existing, natural slope of that portion equals or exceeds twenty-five percent (25%).

B. Further, no person or party shall grade, level, or improve in any manner any property which is crossed by a natural or manmade watercourse or existing utility before such person has fist submitted to the city engineer a certified report from a qualified civil engineer licensed in the state of Utah analyzing potential impacts on the watercourse(s) by disturbance of the property.

C. Building within 200 feet of the edges of slopes twenty-five percent (25%) or more shall require a slope stability report to address the potential for landslides. Such report must be reviewed and approved by the city engineer or his/her designee before construction may commence. Each lot within a hillside development shall indicate on a site/plot plan a proposed building envelope and driveway location and demarcate any slope at or exceeding 25 percent on any plot or site plan provided to the city for the purpose of obtaining a building or grading permit.

D. The ~~lot~~ property width shall be such that a/the maximum allowable 12 percent (12%) driveway gradient shall not be exceeded, unless a steeper driveway is approved by both the city engineer or his/her representative and the building department based on specific design considerations such as a southern-facing or heated driveway.

E. The City or any public utility entity shall be exempt from the prohibitions in paragraphs a. and b. above in the course of performing their duties.

Chapter 16.20
PRELIMINARY PLATS

Sections:

16.20.010 What this chapter does.
16.20.020 Purpose.
16.20.030 Preliminary plat approval required.
16.20.040 Application.
16.20.050 Approval process.
16.20.060 Expirations and extensions of approvals.

A. Supporting Materials. The preliminary plat application shall be submitted with the materials listed below. However, the planning commission or city council may require additional supporting materials, if necessary, to demonstrate that the proposed development complies with this title and EMMC Title 17. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.

1. Preliminary Plat. A preliminary plat drawing will be required which shows accurate alignments, boundaries and monuments as certified by a land surveyor registered in Utah. Preliminary plats shall be prepared at a scale no smaller than one inch equals 100 feet. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map. The vicinity and index maps shall appear on the first of the serially numbered sheets. The following data shall be included on the preliminary plat:

…

~~m. The location on each lot of the buildable area when the natural grade is in excess of 25 percent;~~

m. The location(s),-demarcated, of any lot or parcel area(s), or portions thereof, where the existing, natural slope of that portion equals or exceeds twenty-five percent (25%);

n. Sites, if any, to be reserved, dedicated for parks, playgrounds, schools, churches, public or natural open space or other public purposes, together with proposed ownership of such sites;

o. Sites intended for conditional uses within the underlying zone, such as commercial sites or other business establishments.

…

F. Grading, Drainage, and Erosion Plan. A grading, drainage, excavation, natural slope and erosion plan shall be submitted. The ~~report~~ plan shall contain ~~the~~ a drainage basin map and a plan view of the overall storm water system. The grading, drainage, and erosion plan shall address the following issues: description of features and hydrological conditions; drainage basin and subbasin; drainage facility design criteria; infrastructure design criteria; grading plan; and erosion control. Specifically, the plan and an accompanying report shall contain at a minimum the following information:

1. The existing roadways, drainage ways, vegetation and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour storm event.

2. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

3. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

4. A general discussion of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

5. Grading plan showing: soil map depicting unique soil features such as collapsible soil, rock features, etc.; a grading plan showing all cut and fill areas within development including the identification of slopes, fill and cut depths, and rock features within 10 feet of post grade soil surface.

Chapter 16.40
STORM WATER RUNOFF AND SURFACE DRAINAGE

Sections:

16.40.010 What this chapter does.
16.40.020 Purpose.
16.40.030 Integrating development into the landscape.
16.40.040 Runoff and erosion control plan defined.
16.40.050 Maintaining natural drainage channels required.
16.40.060 Building on alluvial fans.
16.40.070 Building on slopes over 25 percent.
16.40.080 Grading away from structures.
16.40.090 Impervious cover on slopes – Diagram 16.40.090.

16.40.070 Building on slopes over 25 percent.

~~Building on slopes in excess of 25 percent is not permitted~~. The presence of sloped land twenty-five percent (25%) or greater on a property shall not prohibit property development; however, no excavation, grading, fill, or other alteration shall be permitted on any portion of that property where the existing, natural slope of that portion equals or exceeds twenty-five percent (25%). A ~~lot~~ property with slopes in excess of 25 percent may be eligible for a building permit if there is a building pad sufficient to construct the proposed structure without altering the grade of areas ~~in excess of~~ that equal or exceed 25 percent so long as the grades of driveways and public streets accessing the property shall comply with the maximum grade allowances. [Ord. O-23-2005 § 3 (Exh. 1(2) § 8.7)].

Chapter 17.10
DEFINITIONS

Sections:

17.10.010 What this chapter does.
17.10.020 General purpose.
17.10.030 Definitions.

~~Slope. Slope shall be determined before any site clearing, excavation, or grading, and expressed as a percentage (rise/run x 100). Measurement shall be made perpendicular to the contours of the land, between natural (changes in slope as landforms change) or manmade (road cuts and similar breakpoints) breakpoints.~~

"Slope, ground" means the steepness, incline, or gradient of the ground. Ground slope is determined by measuring perpendicular to the contours of the land, between natural (changes in slope as landforms change) or manmade (road cuts and similar breakpoints) before any site clearing, excavation, or grading, and is customarily expressed as a percentage (rise/run x 100 = "X"%).

Chapter 17.25
RESIDENTIAL ZONES

Sections:

17.25.010 What this chapter does.
17.25.020 Future land uses and residential zones.
17.25.030 Land use table.
17.25.040 Residential development standards.
17.25.050 Generally applicable provisions.
17.25.060 Projection into setbacks.

17.25.040 Residential development standards.

Table notes:

[1] Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030, the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

[2] Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

[2b] Townhouse buildings in MF1 and MF2 zones shall completely front/abut on, and be accessed via, streets, not service drives.

[2c] Lots with apartment buildings thereon in MF1 and MF2 zones shall front/abut streets, but may have their parking spaces/lots accessed either via service drives or streets.

[3] Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.

[4] Maximum footprint coverage is the total coverage on the lot of all accessory structures.

[5] Driveway length exceptions for multifamily developments may be requested and considered at the discretion of the approval authority with a preliminary plat or site plan.

[6] Ancillary structures include chimneys, television antennas, or other structures that are generally located on the roof of a residential building.

[7] For approval of a preliminary plat or amended preliminary plat, the minimum average lot size is calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each original final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation. Amended final plats shall comply with the average lot size requirements of this section. For amended final plats, the minimum average lot size is calculated using only the portion of the plat that the amendment changes.

[8] Multifamily dwelling structures shall contain no more than three stories.

[9] Multifamily dwelling structures with a minimum roof pitch of 5/12 or flat roofs with rooftop amenities may be constructed with three stories up to 45 feet high.

[10] Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

~~G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters 15.80 and 17.62 EMMC, other applicable city codes, and approved by the approval authority for preliminary plats. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters 15.80 and 17.62 EMMC. No permanent structures near natural washes shall be built in the watercourse plus 75 feet from the center of the flowline, or a 50-foot buffer on either side, as measured out from the top of the bank, whichever is greater, to be determined by the city engineer or designee. Additionally, no earthwork, excavation, or earth removal shall occur within the watercourse plus 75 feet from the center of the flowline, or a 50-foot buffer on either side of the top of the bank as determined by the city engineer or designee. Utility corridors shall be preserved and deeded to the city whenever possible for trails and open space corridors. Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.~~

G. Hillside Development and Sensitive Lands.

1. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters 15.80 and 17.62 EMMC, other applicable city codes, and approved by the approval authority for preliminary plats. Any property, or portion thereof, whose slope is 25% or greater shall not be graded nor altered.

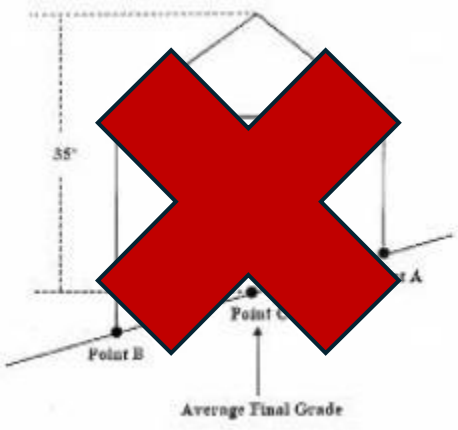
2. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters 15.80 and 17.62 EMMC and this section.

3. No permanent structures near natural washes shall be built in the watercourse plus 75 feet from the center of the flowline, or a 50-foot buffer on either side, as measured out from the top of the bank, whichever is greater, to be determined by the city engineer or designee. Additionally, no earthwork, excavation, or earth removal shall occur within

the watercourse plus 75 feet from the center of the flowline, or a 50-foot buffer on either side of the top of the bank as determined by the city engineer or designee.

4. Utility corridors shall be preserved and deeded to the city whenever possible for trails and open space corridors.

H. Lighting. All exterior lighting, including parking lot lights, building lights, and other lighting, must comply with the standards found in Chapter 17.56 EMMC. Streetlights are required to be paid for by developers and installed by the city's contractor along all roads in and surrounding a project, in accordance with EMMC 15.10.390.



Chapter 17.100
SITE PLAN REVIEW

Sections:

17.100.010 What this chapter does.
17.100.020 Purpose.
17.100.030 Site plan approval required.
17.100.040 Master site plans.
17.100.050 Site plan development standards.
17.100.060 Architectural requirements.
17.100.070 Application.
17.100.080 Review and approval process.
17.100.090 Expirations and extensions of approvals.
17.100.100 Issuance of building permit.
17.100.110 Issuance of a certificate of occupancy.
17.100.120 Temporary site plans.
17.100.130 Amended site plans.

17.100.050 Site plan development standards.

H. Protection of Steep Slopes and Natural Drainages. Steep slopes and natural drainages shall be protected from development and erosion. It is encouraged that they be incorporated into the design of development. Development or construction near these features shall comply with Chapter 15.80 EMMC, Hillside Site Development. ~~No building lot may have an average slope that exceeds 25 percent.~~

A. The presence of sloped land twenty-five percent (25%) or greater on a property shall not prohibit property development; however, no excavation, grading, fill, or other alteration shall be permitted on any portion of that property where the existing natural slope of that portion equals or exceeds twenty-five percent (25%).

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule regarding Site Plan Amendments.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	David Stroud, Senior Planner	David Stroud

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule Regarding Site Plan Amendments.

BACKGROUND:
The City Council recently approved a text amendment to permit Staff-level approval of an Administrative Site Plan Amendment. Because the nature of such a request does not typically require a lengthy review, the fee should be commensurate with the level of review. In discussion with the Finance Director, it was determined that a fee of $250 for a Staff-level Administrative Site Plan review and approval is sufficient. The proposed fee is in-line with the fee other municipalities charge for a similar request.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends the City Council approve the proposed fee amendment.

ATTACHMENTS:
1. Exhibit A
2. Resolution

Consolidated Fee Schedule

10.5. | SITE PLAN REVIEW FEES Last Revision: ~~07/20/2016~~ 02/2026

Residential Master Site Plan Review Fee, 5-10 Acres $2,000
Residential Master Site Plan 10+ Acres..... $4,000
Residential Site Plan Review Fee $60/Dwelling
Unit Non-residential Master Site Plan Review Fee, 5-10 Acres..... $2,000
Non-residential Master Site Plan Review Fee, 10+ Acres..... $4,000
Non-residential Site Plan Review Fee, 0-5 Acres $2,000
Non-residential Site Plan Review Fee, 5-10 Acres.....$4,000
Non-residential Site Plan Review Fee, 10-50 Acres $6,000
Non-residential Site Plan Review Fee, 50+Acres..... $8,000
Temporary Non-residential Site Plan Review Fee.....$1,580
Administrative Site Plan Amendment Review Fee.....$250

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTIAN CITY CONSOLIDATED FEE SCHEDULE TO ESTABLISH A FEE FOR SITE PLAN AMENDMENTS

PREAMBLE

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

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

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

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

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.

2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where with Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Chapter 2.65 of the Eagle Mountain Municipal Code Establishing a Senior Citizens Advisory Board.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	None
APPLICANT:	Staff-initiated

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

PUBLIC HEARING
No

PREPARED BY
Natalie Winterton, Assistant to the City Manager

PRESENTED BY
Natalie Winterton

RECOMMENDATION:
Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, Enacting Chapter 2.65 of the Eagle Mountain Municipal Code Establishing a Senior Citizens Advisory Board.

BACKGROUND:
Eagle Mountain City has long maintained an active Senior Citizens Advisory Board that supports services and activities for residents aged 55 and older. Adoption of this code section would formally codify the Board, enabling consistent budgeting practices and ensuring compliance with applicable noticing requirements.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Ordinance
2. EMMC - 2.65 - Senior Citizens Board - New Code

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ENACTING CHAPTER 2.65 OF THE EAGLE MOUNTAIN MUNICIPAL CODE ESTABLISHING A SENIOR CITIZENS ADVISORY BOARD

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to establish provisions governing the Senior Citizens Advisory Board; and

WHEREAS, the City Council desires to enact Chapter 2.65 of the Eagle Mountain Municipal Code to provide for the creation, terms, duties, and operation of the Senior Citizens Advisory Board;

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

1. Chapter 2.65 of the Eagle Mountain Municipal Code, entitled "Senior Citizen Advisory Board," is hereby enacted as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 2.65
Senior Citizens Advisory Board

2.65.010 Senior Citizens Advisory Board Created.

A Senior Citizens Advisory Board is hereby established to be kept and maintained for the purpose of enhancing the general welfare and quality of life of the senior citizen community. The community services board shall be managed and operated pursuant to the provisions of this article.

2.65.020 Board Members – Terms of Office

The mayor, with the advice and consent of the city council, shall appoint the senior citizens advisory board. The Eagle Mountain City senior citizens advisory board shall consist of five members and with terms of three years. Terms shall expire on March 31, and new terms shall begin on April 1 of each applicable year. Board members may be appointed to successive terms on the board.

All members shall serve full terms unless they voluntarily resign or are removed in accordance with EMMC 2.27.050, malfeasance, or nonfeasance of duty.

Subject to the above, any vacancy on the board will be filled by appointment by the mayor, with the advice and consent of the city council.

2.65.030 Vacancies

Vacancies that occur for reasons other than expiration of term, shall be filled by appointment by the mayor, with the advice and consent of the city council, for the remainder of the unexpired term and shall be filled in the same manner as original appointments.

2.65.040 Chair

Annually, the senior citizens advisory board will select a chair and vice-chair from among its members by majority vote. The chair will be responsible for presenting the agenda of all matters pertaining to the senior citizens advisory board to be considered at every meeting of the board. In the absence of the chair, the vice-chair shall perform the duties of the chair.

2.65.050 Secretary

Annually, the senior citizens advisory board chair may select a secretary from among the members of the board to assist in the preparation of the agenda and meeting minutes.

2.65.060 Powers & Duties

A. Preparation of Agenda: The agenda for each meeting of the board shall be prepared by the chair or the chair's designee. The agenda may cover any and all matters pertaining to services for senior citizens in Eagle Mountain City.

B. Minutes: Written minutes shall be kept of all regular and special meetings and shall be transmitted to board members following such meetings. A permanent set of minutes shall be maintained. All records of the board shall be open to inspection during normal business hours.

C. Advisory Board: The senior citizens advisory board shall act as an advisory board to the city on all policy and budgetary matters pertaining to senior citizens in Eagle Mountain City.

2.65.070 Rules and Regulations - Board Committees

The senior citizens advisory board may, by majority vote, create subcommittees as needed.

The board shall make and revise, when necessary, rules and regulations for its organization provided, that said rules and regulations shall be consistent with the ordinances of the city, the laws of the state of Utah and shall be approved by the city council before they become effective.

2.65.080 Records to be kept – Annual report.

The board shall keep records of meetings and activities and shall make an annual report to the mayor and city council by February 28.

2.65.090 Compensation – None

Board members shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from the various community services department's funds, as allocated by the city's officially adopted budget.

2.65.100 Removal

A. The board may recommend removal of a member to the city council by a majority vote of the board, for the following reasons:

1. Failure to attend more than 25 percent of the board's scheduled meetings during any 12-month period without having been excused in advance from attendance at board meetings by the chair of the board.

2. The member establishes residence outside of the city, or lives outside of city boundaries for a continuous period of more than 60 days.

B. The mayor may recommend removal of a member to the city council for any reason.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the Development Agreement with Williams.
ITEM TYPE:	Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Will-Power UT, LLC

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
GP - Business Park/Light Industry Zone - Agricultural with RTI Overlay Zone.	112 acres

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Development Agreement with Williams.

BACKGROUND:
BACKGROUND: (*Presented by City Attorney, Marcus Draper*) Williams is an independent power producer. They are looking to co-locate a natural gas power facility on the Stadion parcel to facilitate the Meta data center expansion. The new natural gas facility would be located on the Stadion property, which is zoned RTI. Pursuant to the Stadion development agreement, natural gas power is a permitted accessory use on the property. Nevertheless, the parties have negotiated a development agreement to provide additional clarification of the rights and responsibilities of Williams and the City in relation to the natural gas power facility. Williams would be required to install any necessary public infrastructure for their development. Williams is asking for a few exceptions to the city code. Most notably, they are asking to be allowed to go up to 75 dB in sound. This exceeds the City's nighttime limit, which is 65dB, but is consistent with industrial noise limits in neighboring communities. Williams is also asking to be allowed to use above ground power distribution lines on the property.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
Planning Commission recommended approval.

ATTACHMENTS:
1. Ordinance
2. Development Agreement

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE DEVELOPMENT AGREEMENT WITH WILLIAMS

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Development Agreement with Williams, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Development Agreement with Williams, as set forth in Exhibit A.

2. The Development Agreement with Williams is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Posted on _____ by _____.

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of March _____, 2026 (the "**Effective Date**") by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the "**City**") and Will-Power UT, LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "**Company**"). The City and the Company are sometimes referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS

A. The Company holds an easement on certain real property consisting of approximately 112.09 acres of land located in the Eagle Mountain City, Utah County, State of Utah, and divided into permanent and temporary easement areas as more particularly described on Exhibit A hereto (the "**Generation Property**").

B. The Generation Property is a subset of certain property that is subject to and governed by that certain Development Agreement, dated October 21, 2025, by and between the City and Stadion, LLC, a Delaware limited liability company (the "**Stadion Development Agreement**"). Nevertheless, to clarify the Parties' specific understanding with respect to the Generation Property and the Generation Project, the Parties wish to enter into a supplemental agreement with respect to the Generation Property and the Generation Project.

C. The Company has proposed to establish on the Generation Property systems and equipment for generating, storing, transforming, distributing, and/or managing electricity utilizing natural gas delivered to the Generation Property by pipeline (the "**Generation Project**".

D. The City finds developments such as the Stadion project, and the Generation Project to be in the public interest of its citizens and thus desires to encourage and support the Generation Project in order to encourage and facilitate data centers and similar projects in the City.

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

F. The Parties desire to incorporate their understandings and the City's assurances with respect to the Generation Property and the Generation Project into this Agreement.

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

ARTICLE I
DEFINITIONS

1.1 "**Applicable Rules**" means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to Section 5.3.

1.2 "**City Council**" means the City Council and the legislative body of the City.

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

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

1.5 "**Force Majeure Event**" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

1.6 "**General Plan**" means that certain Eagle Mountain City General Plan adopted 2018 or any successor plan.

1.7 "**GFA**" means gross floor area.

1.8 "**Maximum Height**" means one hundred feet (100').

1.9 "**Mining Activities**" means exploring for, developing, extracting, removing, processing or otherwise producing sand, gravel, metalliferous or nonmetalliferous ores, oil, gas or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation or similar activities conducted to construct buildings, install infrastructure or undertake other construction activities unrelated to the sale of earth products.

1.10 "**Mortgage**" means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.11 "**Mortgagee**" means the holder of a Mortgage.

1.12 "**Official Records**" means the Official Records of Utah County, Utah.

1.13 "**Parking Ratio**" means (i) at least one (1) space for each seven thousand five hundred (7,500) square feet of GFA for regular employee use areas (i.e., office space, kitchens,

training areas, employee circulation, etc.) and one (1) space for each twenty thousand (20,000) square feet of GFA for data halls (not including penthouses used for mechanical equipment or air circulation) or (ii) the reasonable number of parking stalls, as determined by the Company and approved by the Design Review Committee of the City, to meet the requirements of the Generation Project.

1.14 "**Project Approvals**" means the permits, approvals, reviews and other actions required for the development of the Generation Project.

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

1.16 "**Zoning Ordinance**" means that certain Title 17 of the Code.

ARTICLE II
CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. _____ on_____, 2026, effective immediately upon adoption, which ordinance (i) confirmed the City Council's approval of this Agreement and the City Council's finding that the provisions of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental approvals or other action and does not conflict with any other agreements entered into by the City.

ARTICLE III
CONSIDERATION

In order to ensure ample consideration and inducement to the City to enter into this Agreement, the Company has paid to the City the amount of Five Hundred and No/100 Dollars ($500.00), which amount shall be non-refundable to the Company. The City believes that the Generation Project will provide economic benefits to the City by stimulating economic growth in the region. The City is entering into this Agreement to recruit the Generation Project to the City by providing certain benefits and assurances to the Company. The City understands that the Company would not develop the Generation Project in the City without such benefits and assurances, which the Company is reasonably and in good faith relying on to independently evaluate the economic feasibility and commercial reasonability of developing and operating the Generation Project in the City.

ARTICLE IV
TAXES

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

4.2 New Taxes. The City shall not during the Term recommend or support any new Taxes that are applicable solely and exclusively to the Generation Project, the Generation Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Generation Project, the Generation Property or the data center industry.

4.3 Impact Fees. Any impact fees shall be governed by the Stadion Agreement.

4.4 Building Permit and Inspection Fees. The Company acknowledges that the City will impose application fees, building permit and inspection fees, and plan check fees in connection with development activity on the Generation Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules.

ARTICLE V
ENTITLEMENTS

5.1 Entitlement to Develop. The City represents to the Company that as of the Effective Date: (i) the Existing Zoning, the Parking Ratio, and the Maximum Height apply to the Generation Property pursuant to the Applicable Rules; (ii) electronic data management businesses, corporate campuses, offices, electrical production and storage, energy generation, energy distribution and transmission, electrical transformation, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning or are permitted as accessory uses under the Stadion Agreement; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Generation Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Generation Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. The Company has the vested right to develop and operate the Generation Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Generation Project or any portion thereof (including any equipment used in operating the Generation Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Generation Project or any portion thereof (including any equipment used in operating the Generation Project), subject only to the Applicable Rules.

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

(a) *Fence Height*. The Generation Property may be enclosed with a fence that does not exceed ten (10) feet in height. Fencing shall be installed which is reasonably compatible with the appearance and material used on the property subject to the Stadion Agreement at the time of construction of the Generation Property fencing or as defined in City code 17.60 (C) (1).

(b) *Noise*. Due to the location of the Generation in proximity to properties used, or intended for use as data centers and similar facilities, the Company, and any future owner of the Generation Property may generate, or allow to be generated noise levels up to and including seventy-five decibels (75 dBA), as measured at any point on the Generation Property's property lines ("**Acceptable Noise Levels**"). The City may require the Company to remedy noise levels only if operations consistently exceed the Acceptable Noise Level. Notwithstanding anything in this Agreement to the contrary, the City may not revoke this approval based on any future approved uses adjacent or near the Generation Property that is different that the currently contemplated data centers or similar uses.

(c) *Landscaping*. The following landscaping standards are specific to the Generation Property and supersede any landscaping standards in the Code, or the Stadion Agreement. The Company shall landscape any areas designated for landscaping with xeriscaping or zero-scaping. No trees shall be required in any landscaped areas within the Generation Property and all shrubs, plants, or ground cover must be drought-tolerant. When planting, consideration must be given to temperature variations to ensure the survival of the landscaping and preference shall be given to plantings that will blend with the landscaping done on the adjacent property governed by the Stadion Agreement. In lieu of privacy screening wall or parking lot screening, berms of 3 - 4ft height with native steepe xericscape plantings will be constructed along future city roads to the East and south.

(d) *Above Ground Power and Controls*. The Company shall not be obligated to bury any lines used to control or operate equipment utilized in the power generation process within the Generation Property. The Company shall not be obligated to bury any electric lines used to deliver power from the Generation Property to any property governed by the Stadion Agreement. Notwithstanding the foregoing, this subsection shall not apply to any street crossing.

(e) *Laydown Yard*. The Company is authorized to utilize a portion of Parcel Id. No. 590840011, and Parcel Id. No. 590840014, as depicted on Exhibit B-1 and Exhibit B-2 respectively, for use as a construction laydown, storage, and staging area during construction of the Generation Project including activities on the Generation Property and all necessary work in connection with the natural gas pipeline(s) to serve the Generation Property as part of the Generation Project.

5.3 Changes in Applicable Rules. Subject to Section 5.9 below, no addition to, or modification of, the Applicable Rules, including any zoning, noise, landscaping, fence height, above ground power line, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Generation Project or the Generation Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or by the state or federal governments. The Company may elect in its sole discretion, and upon written notice to the City, to have any other changes to the Applicable Rules apply to the Generation Project or the Generation Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Generation Project or the

Generation Property or such portion thereof, as applicable. To the extent that any Applicable Rule conflicts with the provisions of this Agreement, the provisions of this Agreement shall control, and such provisions shall be deemed to be included in the Applicable Rules. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Generation Project, the Generation Property or the data center industry or in a manner that adversely affects the Generation Project, the Generation Property or the data center industry. City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Generation Property to residential, unless such rezone is expressly conditioned on the recognition of the vested right to develop the Generation Project and contains protections to assure that the Generation Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Generation Property or (ii) allow any Mining Activities to be conducted on, under or within the Generation Property.

5.4 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Generation Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Generation Project shall apply to the Generation Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

5.5 Timeframes and Staffing for Processing and Review. To the extent reasonably possible, the City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Generation Project or the Infrastructure Improvements, provided that the Company shall be responsible for payment of any third-party fees or charges necessary to accomplish the expedited processing of Project Approvals. The City shall assign a building inspector dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Generation Project or the Infrastructure Improvements. For purposes of this section, an expedited timeline would be ten (10) days from submission of a completed application when reasonably possible. If City lacks sufficient staffing to expedite processing, City may, at Company's option and expense, employ a third party to facilitate expedited processing.

5.6 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Generation Property, the Generation Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Generation Project or the Infrastructure Improvements. Except for actions that require public hearings or noticing periods pursuant to state law (which actions the City shall take within the minimum time periods required pursuant to state law), if City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action

within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

5.7 Timing and Rate of Development. The Generation Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Generation Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Generation Project Approvals, the Company may develop the Generation Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Generation Project or any portion thereof.

5.8 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the Generation Property (or that is separated from the Generation Property only by roads, public rights of way, easements or similar land rights or uses) that the Company or an affiliate of the Company may from time to time acquire following the Effective Date (whether in one or more parcels, "**Additional Property**"), subject to the Zoning Ordinance in effect at the time of such acquisition, including any setback or buffering requirements in the Zoning Ordinance. If the Company or an affiliate of the Company acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Generation Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto. This Agreement shall not apply to an any such Additional Property unless or until such Additional Property is entitled to be developed at the Company's discretion with uses identical or similar to the Generation Project.

5.9 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date.

Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Company's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1988), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509(1)(a)(ii)(A) (2025).

5.10 Grading and Excavation. Notwithstanding anything to the contrary in this Agreement or in the Code, prior to obtaining site plan approval, the Company shall be permitted to apply for each of (a) a mass grading permit for work on the Generation Property, and (b) an excavation permit for work related to the installation of utilities and helical piers and pilings for

equipment that does not include buildings. The City shall review such grading and excavation permits within ten (10) Business Days of submission of a complete applications for each respective permit. No grading or excavation pursuant to this section shall occur until such permits are approved.

5.11 Stadion Development Agreement. Except as modified by this Agreement, the Stadion Development Agreement remains in full force and effect, and the Generation Property shall continue to be governed by its terms.

ARTICLE VI
WATER AND SEWER

6.1 Water and Sewer Improvements. To allow the Generation Project to move forward, certain water and sewer infrastructure may need to be upgraded. Company acknowledges that it is responsible for the costs of any upgrades that may be necessary. At this time, the Parties are evaluating to what extent the water and sewer infrastructure needs to be expanded or modified. The Parties will work together in good faith to determine what expansion or modification of the existing water and sewer infrastructure will be necessary. If the Parties later determine that expansion or modification of the water and sewer infrastructure is necessary, the Parties will meet to confer about how best to amend this Agreement.

6.2 Water Effluent. Company has purchased or is in the process of purchasing water for use in the Generation Project. The Parties acknowledge that City must follow certain guidelines when treating water effluent. Any water effluent that the City receives from Company in connection with the Generation Project shall contain no more than 800 mg/L total dissolved solids (TDS).

ARTICLE VII
MORTGAGES

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

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

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

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

ARTICLE VIII
TERM

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

ARTICLE IX
THIRD PARTY TRANSACTIONS

9.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all Construction Costs have been incurred and paid by the City (if true), and the amount of all Construction Costs incurred and paid by the City; (vi) that all Construction Costs have been reimbursed by the Company to the City (if true), and the amount of any and all Construction Costs reimbursed by the Company to the City (and any other amounts paid by the Company to the City for the Infrastructure Improvements); and (vii) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The City Manager, or such other person(s) authorized by the City Council, may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Generation Property.

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

ARTICLE X
DEFAULT AND REMEDIES

10.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than

fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

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

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

ARTICLE XI
MISCELLANEOUS

11.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.

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

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

City: Eagle Mountain City
Attn: City Recorder
1650 E. Stagecoach Run

Company:	Will-Power UT, LLC 650 S Main Street, 3rd Floor Salt Lake City, Utah 84101 Attn: Land Department
With a copy to:	[Name] [Address] Attn:

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

11.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner or lessee of all or any portion of the Generation Property. If the Company sells the Generation Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Generation Property or any portion thereof, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder to the extent of the property sold or conveyed.

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

11.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Generation Property from time to time as set forth in Section 5.8, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the

Generation Project so that the opportunities and positive community impacts of the Generation Project are fully realized by the City, its citizens and the Company.

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

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

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

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

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

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

11.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City

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

11.14 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 10.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

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

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

[Signatures appear on following page]

CITY:

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

_____
Jared Gray, Mayor

ATTEST:

_____
City Recorder

COMPANY:

Will-Power UT, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY

The surface rights in and to that certain real property located in Utah County, State of Utah, and described as follows:

For convenience only:

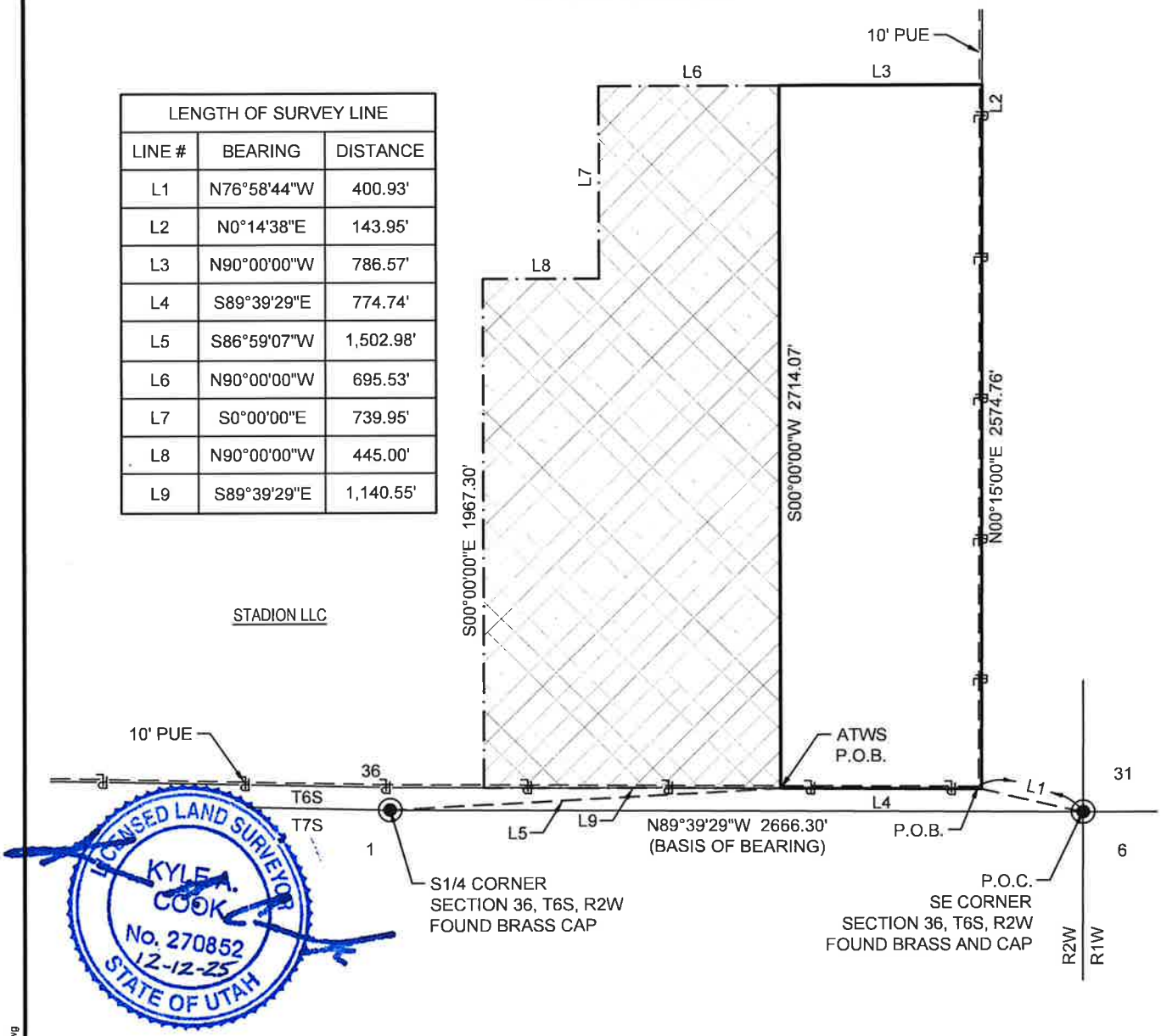
Tax parcels

"SURVEY EXHIBIT"

SEE *"LEGAL EXHIBIT"* FOR LEGAL DESCRIPTION

SE1/4 SECTION 36, T6S, R2W
UTAH COUNTY, UTAH
TAX PARCEL ID: 668150001

LENGTH OF SURVEY LINE		
LINE #	BEARING	DISTANCE
L1	N76°58'44"W	400.93'
L2	N0°14'38"E	143.95'
L3	N90°00'00"W	786.57'
L4	S89°39'29"E	774.74'
L5	S86°59'07"W	1,502.98'
L6	N90°00'00"W	695.53'
L7	S0°00'00"E	739.95'
L8	N90°00'00"W	445.00'
L9	S89°39'29"E	1,140.55'



CERTIFICATE OF SURVEYOR

I, KYLE A. COOK, A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH #270852, HEREBY CERTIFIES THAT THIS EXHIBIT OF A PARCEL AND TEMPORARY WORKSPACE FOR A WILL-POWER UT, LLC PROJECT WAS MADE FROM NOTES TAKEN DURING A FIELD SURVEY MADE UNDER MY DIRECTION BY COOK SURVEYING & ASSOCIATES AND IT CORRECTLY SHOWS TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE PARCEL.

SURVEYOR NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PARCEL AND TEMPORARY WORKSPACE FOR THE CONSTRUCTION OF A NEW WILL-POWER UT, LLC, PARCEL LOCATED IN UTAH COUNTY, UTAH. SECTION 36,T6S, R2W.

LENGTH

LEGEND

PROPERTY LINE
FOUND MONUMENT

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS

AREAS

63.41 AC
48.68 AC

ADDITIONAL TEMPORARY WORKSPACE (ATWS)
NEW PARCEL

SCALE

0' 300' 600'
GRAPHIC SCALE IN FEET

RID:			
DWN. BY:	VM	DATE:	12/10/2025
CHK. BY:	SH	DATE:	12/11/2025
PAGE:	1 OF 1		

Williams.

WILL-POWER UT, LLC
PARCEL DESCRIPTION
CERTIFIED PLAT
STADION LLC
EMTN-UT-UT-0049
UTAH COUNTY, UTAH

K:\MAPPING\UT\LAT\MW Meta Eagle Mountain-1_LAND\CERT\EMTN-UT-UT-0049_R2.dwg

"LEGAL EXHIBIT"

SEE "SURVEY EXHIBIT" FOR PLAT

E ½ of Section 36, T6S, R2W, SLBM
Utah County, Utah
(Tax Parcel ID # 668150001)

Will - Power UT, LLC.

PARCEL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, T 6 S, R 2 W, S.L.B.M., A FOUND BRASS CAP; THENCE NORTH 76° 58' 44" WEST A DISTANCE OF 400.93 FEET TO THE SOUTHEAST CORNER OF THE PARCEL FOR THE WILL - POWER UT, LLC. PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID PARCEL THE FOLLOWING (5) FIVE COURSES:

1. NORTH 00° 15' 00" EAST A DISTANCE OF 2574.76 FEET;

2. NORTH 00° 14' 38" EAST A DISTANCE OF 143.95 FEET;

3. NORTH 90° 00' 00" WEST A DISTANCE OF 786.57 FEET;

4. SOUTH 00° 00' 00" WEST A DISTANCE OF 2714.07 FEET;

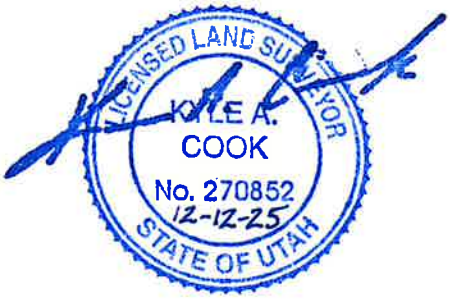
5. SOUTH 89° 39' 29" EAST A DISTANCE OF 774.74 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE WILL - POWER UT, LLC. PARCEL, AS DESCRIBED ABOVE IS 48.68 ACRES MORE OR LESS.

BASIS OF BEARING IS NORTH 89° 39' 29" WEST A DISTANCE OF 2666.30 FEET BETWEEN FOUND BRASS CAP MONUMENTS MARKING THE SOUTHEAST AND SOUTH QUARTER CORNERS OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN.

NOTES:

1. This exhibit A was prepared without a current title commitment, therefore, Cook Surveying & Associates has researched or has shown other easements, rights-of-way, variances and / or agreements of record except shown hereon.
2. Bearings and distances measured are based on GPS observations. using the NAD 83 Utah Central Zone (4302) ensures that survey control, easements, and mapping projects are tied to a consistent, recognized coordinate framework. This minimizes distortion over the project area and provides compatibility with county, state, and federal mapping standards.
3. Distances shown hereon are measured in US Survey feet.



Williams

"LEGAL EXHIBIT"

SEE "SURVEY EXHIBIT" FOR PLAT

E ½ of Section 36, T6S, R2W, SLBM
Utah County, Utah
(Tax Parcel ID # 668150001)

Will - Power UT, LLC.

TEMPORARY WORKSPACE DESCRIPTION

A TEMPORARY WORKSPACE SITUATED IN THE EAST HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, T 6 S, R 2 W, S.L.B.M., A FOUND BRASS CAP; THENCE NORTH 76° 58' 44" WEST A DISTANCE OF 400.93 FEET AND NORTH 89° 39' 29" WEST A DISTANCE OF 774.74 FEET TO THE SOUTHEAST CORNER OF THE TEMPORARY WORKSPACE FOR THE WILL - POWER UT, LLC. PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID PARCEL THE FOLLOWING (6) SIX COURSES:

1. NORTH 00° 00' 00" EAST A DISTANCE OF 2714.07 FEET;

2. NORTH 90° 00' 00" WEST A DISTANCE OF 695.53 FEET;

3. SOUTH 00° 00' 00" EAST A DISTANCE OF 739.95 FEET;

4. NORTH 90° 00' 00" WEST A DISTANCE OF 445.00 FEET;

4. SOUTH 00° 00' 00" EAST A DISTANCE OF 1967.30 FEET;

5. SOUTH 89° 39' 29" EAST A DISTANCE OF 1140.55 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE WILL - POWER UT, LLC. TEMPORARY WORKSPACE AS DESCRIBED ABOVE IS 63.41 ACRES MORE OR LESS.

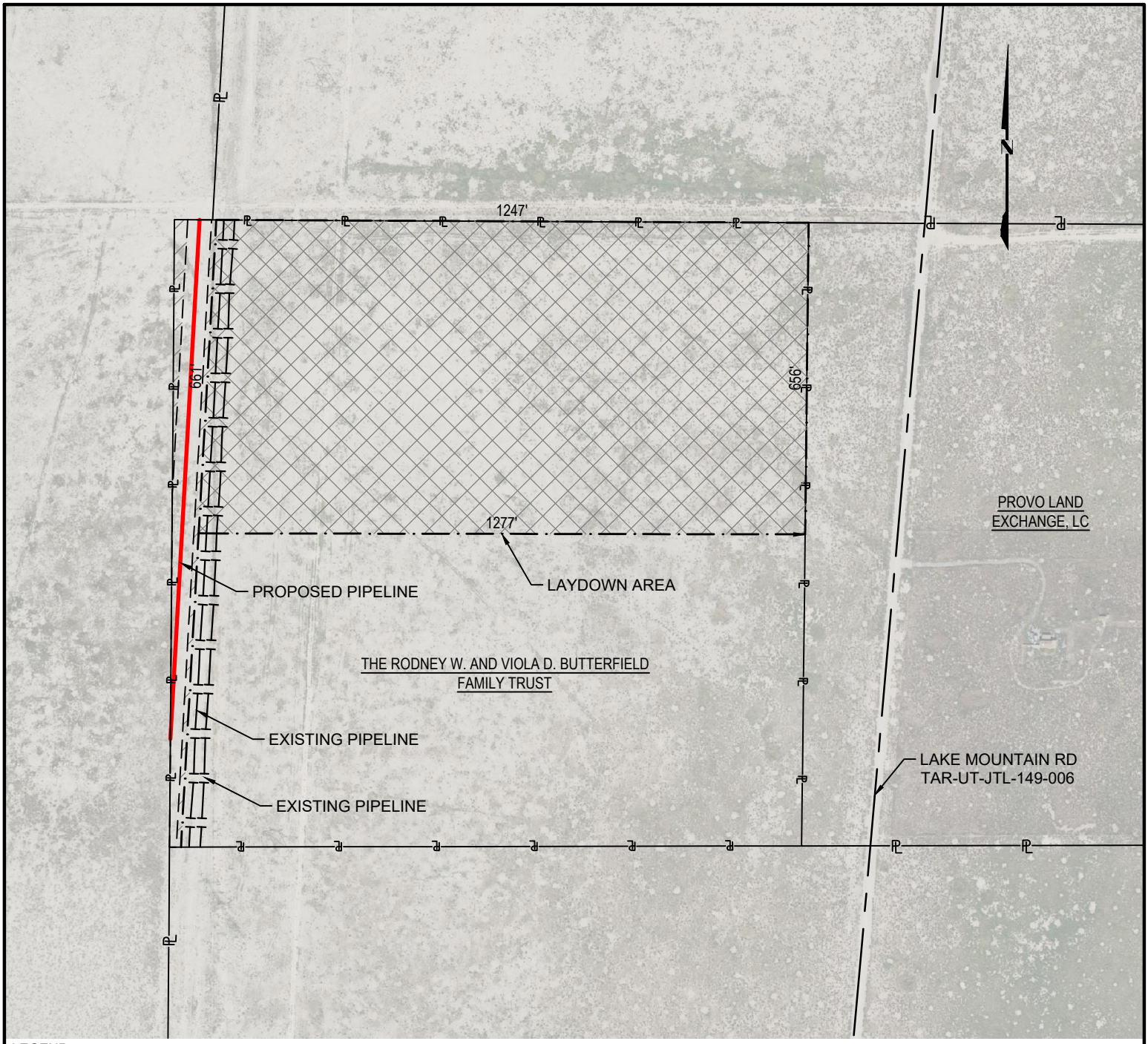
BASIS OF BEARING IS NORTH 89° 39' 29" WEST A DISTANCE OF 2666.30 FEET BETWEEN FOUND BRASS CAP MONUMENTS MARKING THE SOUTHEAST AND SOUTH QUARTER CORNERS OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN.

NOTES:

4. This exhibit A was prepared without a current title commitment, therefore, Cook Surveying & Associates has researched or has shown other easements, rights-of-way, variances and / or agreements of record except shown hereon.
5. Bearings and distances measured are based on GPS observations. using the NAD 83 Utah Central Zone (4302) ensures that survey control, easements, and mapping projects are tied to a consistent, recognized coordinate framework. This minimizes distortion over the project area and provides compatibility with county, state, and federal mapping standards.
6. Distances shown hereon are measured in US Survey feet.

Williams

EXHIBIT B-1



LEGEND

- PROPOSED PIPELINE
- EXISTING PIPELINE
- ACCESS ROAD
- PROPERTY LINE

AREAS

19.06 AC. ONSITE LAYDOWN AREA

300 0 300

SCALE IN FEET

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

DRAWING NO.	REFERENCE TITLE

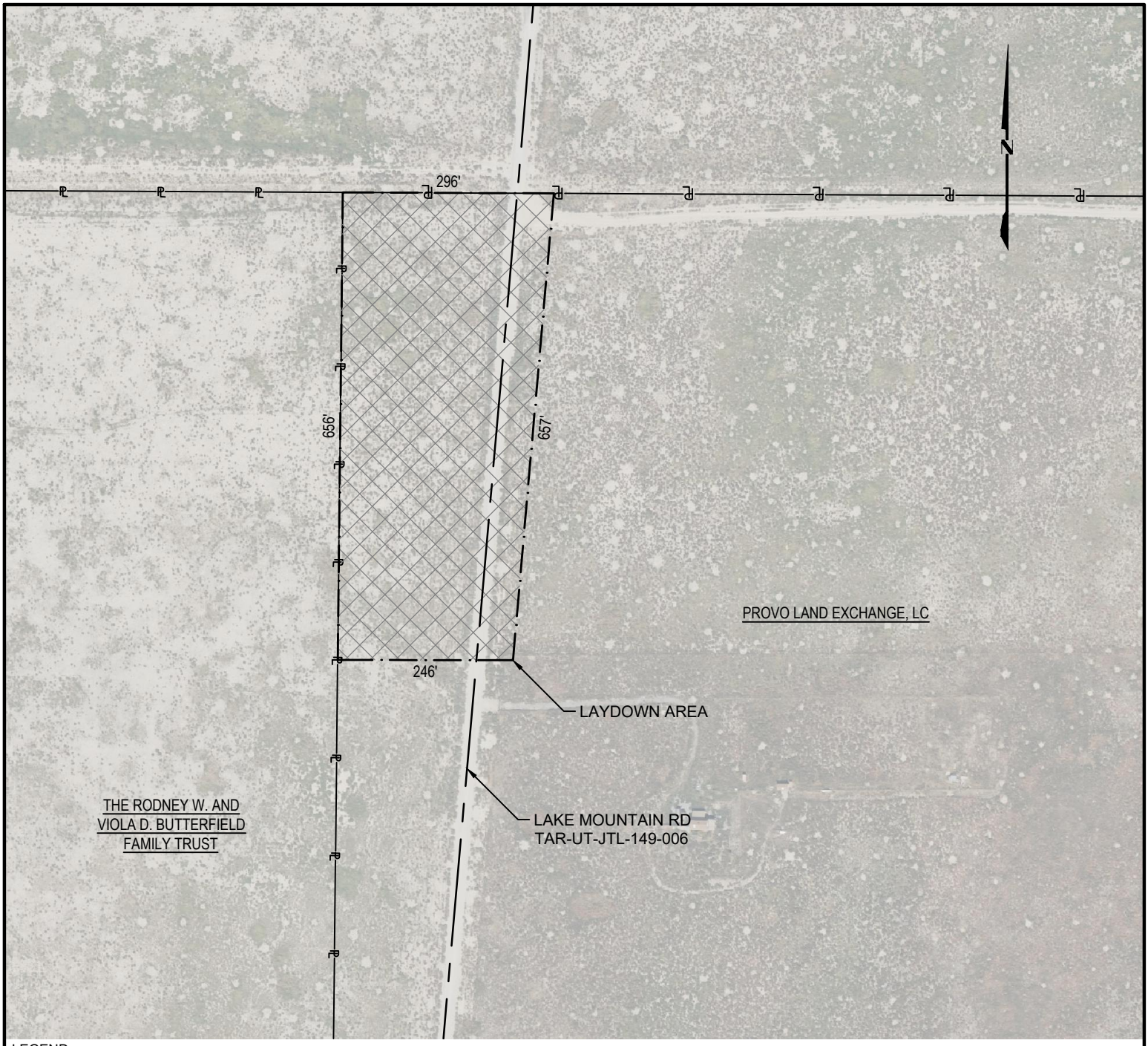
WILL-POWER PIPELINE UT, LLC
ONSITE LAYDOWN YARD
ACQUISITION EXHIBIT
THE RODNEY W. AND VIOLA D. BUTTERFIELD FAMILY TRUST
UTAH COUNTY, UTAH

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
A	12/04/2025	VM	ISSUED FOR REVIEW	C1012617	PB	NB

DRAWN BY: VM	DATE: 11/14/2025	ISSUED FOR BID:	SCALE: 1" = 300'		
CHECKED BY: PB	DATE: 11/15/2025	ISSUED FOR CONSTRUCTION:	REVISION:		
APPROVED BY: NB	DATE: 11/16/2025	DRAWING NUMBER: EMTN-UT-EX-0045.1	SHEET 1		
WO: C1012617	RID:	8:16:27 AM VMARTIN 12/4/2025	OF 1		

K:\MAPPING\UT\LAT\MW Meta Eagle Mountain-1_LAND\ACQ\EMTN-UT-EX-0045.1.dwg



LEGEND

- PROPOSED PIPELINE
- EXISTING PIPELINE
- ACCESS ROAD
- PROPERTY LINE

AREAS

4.08 AC. ONSITE LAYDOWN AREA

200 0 200

SCALE IN FEET

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

DRAWING NO.	REFERENCE TITLE

WILL-POWER PIPELINE UT, LLC
ONSITE LAYDOWN YARD
ACQUISITION EXHIBIT
PROVO LAND EXCHANGE, LC
UTAH COUNTY, UTAH

Williams

NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.
A	12/04/2025	VM	ISSUED FOR REVIEW	C1012617	PB	NB

DRAWN BY: VM	DATE: 11/14/2025	ISSUED FOR BID:	SCALE: 1" = 200'		
CHECKED BY: PB	DATE: 11/15/2025	ISSUED FOR CONSTRUCTION:	REVISION:		
APPROVED BY: NB	DATE: 11/16/2025	DRAWING NUMBER: EMTN-UT-EX-0045.2	SHEET 1		
WO: C1012617	RID:	9:16:53 AM VMARTIN 12/4/2025	OF 1		

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 3, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Supporting America250 Utah and Recognizing and Approving the Eagle Mountain Utah250 Community Committee.
ITEM TYPE:	Resolution
FISCAL IMPACT:	We will receive a stipend of $1,500 to use towards incorporating America250 into our community.
APPLICANT:	City-Sponsored

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING
No

PREPARED BY
Steve Mumford, Deputy City Manager

PRESENTED BY
Steve Mumford

RECOMMENDATION:
Staff recommends City Council adopt a Resolution of Eagle Mountain City, Utah, Supporting America250 Utah and Recognizing and Approving the Eagle Mountain Utah250 Community Committee.

BACKGROUND:
This year is America's 250th anniversary. The mission of the America250 Utah Commission is to "honor our nation's past, celebrate our present, and inspire a future that upholds the values that define us as a nation and state." They identify 3 general areas of focus, including "Educate," "Engage," and "Unite." There are a wide variety of events and learning opportunities provided throughout the year in the state, and can be found on the America250.utah.gov website and on the NowPlayingUtah.com website. The Commission has a promotional Video you can view. We are planning to include America's anniversary in some of our events and communications this year.

Utah has a signed licensing agreement with America250, and is required by contract to demonstrate that it is protecting and defending the America250 trademark and name, so a license is required in order to use the name or logo for any of our events or materials. The first required step is to pass this resolution and designate an Eagle Mountain Utah250 Community Committee. The America250 Utah Commission will then send us a $1,500 stipend to be used towards our America250 celebration efforts, and we can continue to plan to celebrate America's anniversary with our residents. The Community Services Board, as Eagle Mountain's Utah250 Community Committee, will be involved in this planning, along with our Community Services Department and Communications Staff.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Resolution

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, SUPPORTING AMERICA250 UTAH AND RECOGNIZING AND APPROVING OF THE EAGLE MOUNTAIN UTAH250 COMMUNITY COMMITTEE

PREAMBLE

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

WHEREAS, this partnership will be formed by creating a local committee called the Eagle Mountain Utah250 Community Committee; and

WHEREAS, the Eagle Mountain Utah250 Community Committee will focus on important events, people, and places within Eagle Mountain to commemorate and celebrate Eagle Mountain's role in America's 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

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

1. Hereby designates the Eagle Mountain Community Services Board as the official Eagle Mountain Utah250 Community Committee.

2. Will partner with America250 Utah.

3. Will support signature programs of the America250 Utah Commission; and

4. Will support the Eagle Mountain Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in Eagle Mountain.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Upcoming Staff Agenda Items for City Council Information (Tentative)

Staff Items from City Council Meetings

- EM Blvd Monument Replacement
- Justice Court

Development Projects

Code Amendments

- PH Enacting Section on Addressing and Street Naming (WS DISC 1/20)

Other Items

- PH Parks Trails and Open Space MP & IFFP
- PH Future Land Use Map – General Plan Amendment
- Scenic Mountain HOA - Lift Station Resolution
- WS DISC – E-bikes/motorcycles on Trails
- WS DISC - Eagle Mountain Properties Phase 2, Part 1 - Rezone of 31 Properties (2/3)
- WS DISC – EMMC Noise/Nuisance Ordinance

Redevelopment Agency

- PH Mid-Valley CRA Project Area Plan & Budget

BUDGET WORK SESSIONS

- 3/5/26 – After Bond PH
- 4/14/26 – 3-5pm
- 4/28/26 – 3-5pm

Please note all items are tentative and are subject to change.

Updated 02/26/2025 - LM