EAGLE MOUNTAIN
CITY COUNCIL MEETING

MARCH 25, 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 - Gateway Park Land Use Plan - Scot Hazard
   (anticipated time 40 minutes)

   1.B. DISCUSSION - Soccer Recreation Program - Recreation Manager, Jason Hall
   (anticipated time 20 minutes)

   1.C. DISCUSSION - FY 2026-2027 City Budget Update - Director of Administrative Services, Kimberly Ruesch
   (time remaining)

2. CITY MANAGER INFORMATION ITEMS

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

3. AGENDA REVIEW

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

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

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

8. PUBLIC COMMENTS

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

9. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

10. BOND RELEASES

10.A. Firefly NPA 8 Phase A, Plat 6 - Into Warranty

10.B. Firefly NPA 8 Phase A, Plat 7 - Into Warranty

10.C. Parkway Fields Phase E, Plat 1 - Into Warranty

11. MINUTES

11.A. March 3, 2026 Minutes - Regular City Council Meeting

11.B. March 5, 2026 Minutes - City Council Special Session Minutes

12. PRELIMINARY PLATS & SITE PLANS

12.A. SITE PLAN - Firefly NPA 8 Phase B Plat 4

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Extended Hours for Construction Operations for QTS - SLC1 as Allowed in Eagle Mountain Municipal Code Section 8.15.080(G).

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving Amendments to the Eagle Mountain Mortgage Assistance Program Policy.

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Development Agreement with Cadence Homes, LLC for an Amenity Exchange for Hidden Hollow.

SCHEDULED ITEMS

14. ORDINANCES

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

BACKGROUND: (*Presented by City Council*) This item was tabled at the March 3, 2026 City Council meeting. 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, Lowe's, 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.

15. LEGISLATIVE ITEMS

15.A. UPDATE - Legislative Priorities List

15.B. UPDATE - Legislative Session Wrap-Up

16. 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.

17. 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 19 day of March, 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 25, 2026**
TITLE:	DISCUSSION - Soccer Recreation Program
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	See attached presentation materials
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Jason Hall

PRESENTED BY
Jason Hall

RECOMMENDATION:
Please provide us with clear direction as to whether we post an RFP and seek a recreation partnership for our soccer program, or whether we bring the program in-house and run it through our recreation department. Following our analysis, we believe the goals of the City in relation to our soccer program would be best achieved by bringing the program in-house, and we recommend that the City allocate funding for the necessary upfront costs and give direction to the Recreation Department to begin preparations to run our soccer program. We also know that there are good competition leagues in the area that provide an upgraded soccer experience for our residents. We recommend that we also work with these leagues to schedule field time appropriately and inform our residents of these competition-level opportunities.

BACKGROUND:
The recreation area use agreement with Utah Youth Soccer Inc., Orem League #20, is ending after the current spring soccer season. The City Council recently directed us to prepare a request for proposals (RFP) for non-profit organizations to potentially partner with the City to run the City's soccer recreation program beginning with the Fall soccer season. The Council also wants to consider the possibility of bringing the soccer program in-house to be run by our recreation department. The goal of the soccer recreation program, whatever direction is decided, would be to increase recreation opportunities and access to our residents, to reduce costs for the residents, and to provide a well-run program that focuses on participation, skill-building, teamwork, exercise, and fun. Please see the attachments for the draft RFP and presentation information that will also be shared with you at the meeting.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Presentation
2. Request for Proposal - DRAFT

Eagle Mountain City Recreation

Youth Soccer Program Partnership RFP

and

Youth Soccer Program
In-House Evaluation

Partnership Option

For many years we have outsourced our youth recreation soccer program

The City is ending the current agreement (effective after spring season)

City Council directed the preparation of an RFP to consider new outsourcing options

City Council also asked for an in-house option

Partnership Option

Soccer Program Goals

Focus: Participation, skill-building, teamwork, exercise, fun

Goals:

- Increase opportunities for our youth
- Reduce costs for participation
- Focus on a recreation-level program (not competitive)
- Improve field quality

Partnership Option

Pros:

- Partner organization manages registration, staffing, scheduling, equipment, and field painting
- Less City staff to hire, train, and manage
- No City equipment to maintain
- Program offers competitive league as well

Cons:

- City has limited control over program, pricing, and service
- Competitive league may be prioritized over recreation league
- Cost for participants is higher than surrounding cities resulting in low participation numbers
- City maintains fields with no real revenue to the City to help pay for field maintenance and other costs ($4/participant; total $4,800 annually)

Soccer Fees for Participants

Current Program

U5 to U8: $75

U9 and up: $85

(Full year option)

$110 to $130

Saratoga Springs

$50 to $55

Lehi

$43 to $56

Typical range

$43 to $56

Saratoga Springs Soccer

Spring
3,108 total participants
*433 from Eagle Mountain (14%)

Fall
2,415 total participants
*280 from Eagle Mountain (12%)

713 residents from Eagle Mountain are leaving the city to play recreation soccer

Why? - Cost, Proximity, Quality of Fields, etc.

Partnership Option – Draft RFP

Soccer Program Focus: Participation, skill-building, teamwork, exercise, fun

<u>City Responsibility</u>

- Field maintenance, registration info & links, maintain control of field scheduling.

<u>Partner Organization Responsibility</u>

- Equipment, trained referees, coaches, registration and financial processing, awards, field painting, portion of the revenue provided to the City to help cover field maintenance and other recreation-related expenses.

City will consider alternative proposals

Partnership Option – Draft RFP

Evaluation Criteria

Experience (20%)
- Experience with soccer programs, coordination with cities or partners, successful outcomes

Business/Project Plan (35%)
- Planned approach to the soccer program and their ability to provide it at the requested service level

Workload (10%)
- Organization's plan to meet the requested service level while balancing any other programs or projects

Fees/Costs (35%)
- Planned participant registration fees and financial benefits and costs to the residents and City, including revenue to the City for field maintenance, etc.

Partnership Option – Draft RFP

Timeline

RFP Publishing to Proposals Due

- ±3 weeks

Review & Interviews

- ±2 weeks

Draft & Award Contract

- ±2 weeks

In-House Soccer Option

Pros:

- Reduced cost for participants
- Focus on the recreation program vs competitive programs
- Increased revenue to assist rec programs and improving field quality
- Control over program, pricing, service, scheduling

Cons:

- Large upfront equipment costs
- Ongoing equipment repair and replacement costs
- Storage needs for equipment
- Hiring, training, and managing seasonal referees & site supervisors

In-House Soccer Option

Estimated Participants (Bare minimum conservative estimate)

- 1,200 Total (600 spring, 600 fall)

Pricing

- $45-$55 per participant
- Additional $10-$15 for one-time reversible jersey/shirt

Estimated Annual Revenue (conservative estimate)

- $54,000 - $66,000

In-House Soccer Option

Annual Staffing Plan (based on 1,200 participants)

Officials: 250 hours per season
Supervisors: 100 hours per season

Annual Cost
Officials: $8,000
Supervisors: $3,600
Total per season: $11,600

In-House Soccer Option

Equipment Costs

Estimated one-time startup costs: $100,000 to $120,000

- Soccer goals ($50,000)
- Field painting equipment ($40,000)
- Soccer balls and field equipment ($10,000)
- Storage and Setup costs (TBD)

Ongoing Costs

- Annual Staffing: $11,600 (+some management & overhead costs)
- Annual Field Maintenance (sprinkler repairs, fertilizer, seed, mowing, etc.): $30-40K (increases with additional fields)
- Annual Equipment Repair & Replace: $2K
- 5 Year Replacement (some goals, nets, etc.): $15K-30K
- 10 Year Replacement (painting equipment, goals, nets, etc.): $60K-85K

In-House Soccer Option

Revenues & Expenditures

(based on 1,200 annual participants)

Estimated Annual Revenues: $54,000 - $66,000

Estimated Annual Expenditures:

±$15,000 (excluding field maintenance costs)

±$45,000 - $55,000 (including field maintenance costs)

+ Annual depreciation/saving for equipment replacement: $9,000 - $14,500

In-House Soccer Option

Revenues & Expenditures

(based on 4,000 annual participants)

Estimated Annual Revenues: $180,000 - $220,000

Estimated Annual Expenditures:

±$50,000 (excluding field maintenance costs)

±$80,000 - $90,000 (including field maintenance costs)

+ Annual depreciation/saving for equipment replacement: $30,000 - $48,500

Additional Items to Consider
(No Matter Which Direction is Given)

Field Quality & Space

- We need additional fields as soon as possible to add more participants and keep grass alive
- Increased budget required for staffing & improved field maintenance
- Need better access & parking on south side of Cory Wride Park

Competitive Leagues

- Consider scheduling/renting of fields for various soccer leagues
- Soccer Camps - partner with leagues?

Eagle Mountain City Recreation

Questions
&
Direction

Eagle Mountain City

RECREATION PROGRAM PARTNER (SOCCER)

REQUEST FOR PROPOSAL (RFP) NO. EMC-FY2 -enter number

RFP Due Date: April 14, 2026, by 12:00 P.M.

RFP Administrator: Melissa Yates, Purchasing Agent
(801) 789-6641
Myates@EagleMountain.gov

Issued: March 26, 2026

Interested parties may obtain a copy of this RFP and submit responses through the State of Utah's Public Procurement Portal:

purchasing.utah.gov

DRAFT

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OVERVIEW

I. INTRODUCTION

Eagle Mountain City is requesting proposals from responsible non-profit or volunteer organizations for a recreation program partner to run the youth soccer recreation program in partnership with the City. While the City is capable and willing to run the soccer program in-house, it has historically found benefits to the community from a partnership and is seeking a partnership that would provide the best benefit to the residents of Eagle Mountain. We envision an emphasis on recreation-level programming that provides opportunities to all interested youth in the city, reasonable registration pricing, training for referees, and quality equipment. We anticipate a minimum of 1,100 – 1,200 youth participants this coming year, with that number growing by approximately 3-5% annually.

II. SCOPE OF SERVICES

The recreation partner will manage and run the Eagle Mountain youth soccer recreation program in coordination with the Eagle Mountain City Recreation Department. The focus of the program will be participation, skill-building, teamwork, exercise, and fun. This will be a recreation-level program, not a competition-level sports program. We anticipate the partnership to be as follows:

- Eagle Mountain City or other contracted parties will provide for the following:
    - Soccer fields at City-owned parks throughout the city, but primarily at Cory Wride Regional Park
    - Field maintenance, including mowing, irrigation, fertilizer, aeration, and standard maintenance
    - Registration information and links on the City website
    - City maintains control of field scheduling and field allocations

- Non-profit Partner will provide for the following:
    - Soccer equipment, including goals, nets, balls, jerseys, cones, etc. and storage of soccer equipment
    - Trained referees
    - Coaches (adults that pass a background check)
    - Registration and financial processing
    - End-of-season awards

- Field Painting
- A portion of the registration revenue to be submitted to the City to help cover field maintenance and other recreation-related expenses.

The recreation partner will communicate and coordinate with the Eagle Mountain City Recreation Department for field use schedules, field maintenance concerns, weather-related cancellations, and desired public communication.

The City will consider alternatives to this scope of work and will weigh the benefit to the participants and the residents.

III. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The city may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of the score as deemed appropriate prior to the commencement of evaluation.

Evaluation Process

Proposals will be reviewed by the individual committee members against certain criteria through a pre-prepared scoring matrix. The committee will submit their scores to the City Purchasing Agent who will compile the scores and rank the submissions. The committee will meet to review the top three scoring organizations and may schedule a 1-hour virtual or in-person presentation from each vendor. The presentations will not be scored, but the evaluation committee will, at the conclusion of all presentations, select a firm for award or withdraw the RFP.

POTENTIAL PROPOSAL EVALUATION CRITERIA		
Evaluation Criteria	**Description**	**Percentage**
Experience	Demonstrated expertise and experience running or managing soccer and/or other recreation programs, and experience coordinating with cities or other	20%

	partners with successful outcomes. References will be considered.	
Business/Project Plan	Planned/proposed approach to the soccer program and the organization's ability to provide the program at the requested service level.	35%
Workload	The organization's plan to meet the requested service level while balancing any other programs or projects.	10%
Fees/Costs	Planned participant registration fees and financial benefits and costs to the residents and City.	35%

IV. PROPOSAL RESPONSE OUTLINE

Proposals must be clear, concise, specific and not exceed 15 single-side pages. Font size must be an 11- or 12-point font. Paper size not to exceed 8.5 x 11 inches. Pertinent supplemental information should be referenced and provided as attachments but will not be considered part of the proposal. All proposals must be organized and tabbed to comply with the following sections. Tabs will not be counted toward page count as long as they do not contain proposal information.

Tab 1 - LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the Project Team: **the name, address, telephone number, and email address of the person to be contacted** along with others who are authorized to represent the company in dealing with this RFP.

Tab 2 - EXECUTIVE SUMMARY. Should include an introduction of the Firm and parent company: the name, address, telephone number, email address, nature of firm's principal business, number of years in business, **state and federal licensing certificates** and Federal Tax Identification. Provide a brief statement that summarizes the unique qualifications of the Firm in relation to the unique and general requirements of this project. The respondent shall provide evidence of their firm's capability to apply and commit staff and equipment successfully to the project and to complete the required services in a timely manner.
The respondent shall list all bankruptcy filings within the last ten years, and all current pending litigation involving the firm. Failure to provide full information may result in the proposal being deemed nonresponsive.

Tab 3 - DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain:

1. Business/Project Plan: Detail the organization's approach to recreation programs and the expected approach to Eagle Mountain's soccer program, including but not limited to the planned mix of recreation and competitive play (include an estimated breakdown of recreation teams and players versus competitive or club teams and players), areas of focus, marketing plan, recruitment of coaches, hiring and training of referees, equipment, awards and recognition, and an expected plan/schedule for use of the various soccer fields and facilities in the city. Plan must also detail the financial breakdown for planned registration fees and how they are distributed between the partners. If the organization operates competitive teams or club programs, the proposal should identify whether those teams would use Eagle Mountain City fields and how that field use would be scheduled and coordinated with the recreation program.

2. Experience with Recreation Programs & References: Provide information for similar recreation programs that demonstrate the organization's ability to succeed with this partnership. Provide a reference for each program identified who may be contacted for further information regarding the performance of the organization and project team.

3. Proposed Project Team Organization and Qualifications: Identify the roles of each of the key individuals involved in this proposed partnership and commentary on their existing workload, and a description of the planned processes to ensure other programs/projects won't negatively impact this soccer program. Include plan for strong communication between the organization and the City.

4. Information addressing the Scope of Services or Evaluation Criteria that have not been addressed, including any proposed alternatives to the outlined scope of services.

Tab 5 – BID FORM (Attachment A), Certificate of Insurance AND MISCELLANEOUS additional information and attachments, including company literature and catalogs.

IV. INSURANCE REQUIREMENTS

Should the successful firm be invited to negotiate a contract for the work identified in this RFP, it shall have the capability of maintaining insurance and indemnification as follows to cover any claims incurred or arising as a result of the work. The Contractor / Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to the contract for each type of insurance required, to be approved by Eagle Mountain City.

The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by the Contract or as changed by contract modification are completed and accepted by Eagle Mountain:

a. General Liability insurance with a limit of not less than $1,000,000 per occurrence and not less than $3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

b. Commercial Automobile insurance with a minimum combined single limit of $1,000,000 per occurrence OR $500,000 liability per person, $1,000,000 per occurrence, $250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.

c. Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of $1,000,000 per claim and $3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).

d. Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.

e. Workers Compensation Insurance: Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.

f. Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage. Insurance

certificates and notice(s) should be sent to recorder@emcity.org.

g. Policies referred to in (a) and (b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

V. TIMELINE

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections. The City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published	March 26
Questions from Firms Due	April 3
Questions and Answers Posted	April 7
Proposals Due	April 14, at 12:00 PM

VI. ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist Firms in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Firms with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Firms are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

VII. ISSUING OFFICE AND RFP REFERENCE NUMBER

Eagle Mountain City Community Services is the issuing office for this RFP and all subsequent addenda. The reference number for this RFP is **EMC-FY2 - <enter number>**. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP. During the RFP process, the Purchasing Agent is the sole source of official information. All other communications regarding this RFP, both spoken and written, which are received

by any representative of the Firm from other sources (such as any elected or appointed official of the city or any other city staff, unless said communication is required by the primary contact) shall result in the disqualification of the proposal. This refers to both formal and informal conversations and communications.

Contact: Melissa Yates, Purchasing Agent
1650 E Stagecoach Run
Eagle Mountain, Utah 84005
Myates@EagleMountain.gov
(801) 789-6641

VIII. SUBMISSION OF PROPOSAL

Proposal RFP documents will be available online on March 26 at purchasing.utah.gov (select the search bar> select Current Bids > enter "EM" > select search.) Proposals will then be accepted online only via purchasing.utah.gov procurement portal until April 14 at 12:00 PM. Proposals submitted after this deadline will be rejected. All proposals, upon submission to the City, shall become City property.
Failure to provide a response to items indicated in this RFP will be interpreted by the City as an inability by the Firm to provide the requested service. All submittals shall be complete in all material respects and failure to provide a complete submittal may result in rejection of the response.

IX. VENDOR PREQUALIFICATION

All potential vendors are required to register with Eagle Mountain City prior to doing business. You may complete required prequalification forms by going to EagleMountain.gov/purchasing. Fill out the vendor prequalification form and submit W9.

The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

X. INQUIRIES

Questions arising subsequent to the issuance of this RFP shall be submitted in writing through the State of Utah's online procurement portal. Questions and answers will be posted online or consolidated and provided to all Firms on record of receiving this RFP on the procurement portal. All inquiries must be submitted by the close of business (5:00 PM MST) on April 3. Questions submitted after the deadline will not be addressed.

XI. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL COSTS

The City is not liable for any cost incurred by Firms associated with the preparation of the proposal or the negotiation of a contract for services prior to the issuance of the contract.

XII. EVALUATION OF PROPOSALS

The City may award a contract based on initial proposals received without discussion of such proposals with the Firm. Accordingly, each initial proposal should be submitted with the most favorable price and service available.

In evaluating proposals, the city will consider whether or not the proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the proposal or prior to the Notice of Award. Evaluation committee members will evaluate and rank each submittal based on required information provided. Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in the Request for Proposals. The city will be seeking to identify the submittal(s) which will best meet the needs of Eagle Mountain City as determined from the responses to the Request for Proposals.

The City will also consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer's submittals may be conducted. This request for clarification may be performed by the city in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

XIII. KEY COMPANY PERSONNEL

In submitting a proposal package, the Respondent is representing that each person listed or referenced in the proposal package shall be available to perform the services described for the city, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written city approval. In the event the requested substitute person is not satisfactory to the city and the matter cannot be resolved to the satisfaction of the city, Eagle Mountain City reserves the right to cancel the contract for cause.

XIV. ORAL PRESENTATION

The city may require an oral presentation by Firms to supplement a proposal. The presentations, if required, shall be scheduled by Melissa Yates, Purchasing Agent, after the proposals have been received and prior to the award of the contract.

XV. AWARD OF THE CONTRACT

Upon completion of the evaluation process, the City may negotiate with and award the contract to the Firm whose proposal is determined to be most advantageous and produces the best possible outcome for the city. If detailed in the proposal, factors such as additive alternate bids, discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award. It is understood that the city is not obligated to make an award under or as a result of this RFP or to award such contract.

The parties must execute the contract prior to the commencement of performance. The contract will incorporate the provisions of this RFP (including any addenda) and other terms negotiated by the parties. By submitting a signed proposal, the Firm agrees to the provisions of the contract described herein.

XVI. PROTECTED INFORMATION

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA"), the proposal submitted is open for public inspection. If the Firm desires to have information contained in its proposal protected from such disclosure, the Firm may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63G-2-309). All material contained in and/or submitted with the proposal becomes the Owner's property and may be returned only at the Owner's option. A business confidentiality claim form is available on the Utah State Records Committee website:

https://eaglemountaincity.com/wp-content/uploads/2022/10/GRAMA-Claim-of-Business-Confidentiality-Fillable.pdf

XVII. ADDENDUM TO RFP

In the event that it becomes necessary to review this RFP in whole or in part, an addendum will be provided to all Firms on record as having received this RFP through the State of Utah's online procurement portal.

XVIII. AUTHORIZED REPRESENTATIVES

The proposal or bid must contain the signature of a duly authorized officer, or agent of the Firm's company empowered with the right to bind the Firm for the amounts estimated and terms proposed. The Firm must also provide evidence of the authority of the officer or agent to bind the Firm. The owner shall have the option to change the Firm's contact person if it is in the best interest of the Owner.
Include this information within the "Letter of Transmittal", which will be tabbed section "1" of a successful proposal.

XIX. ANTI-COLLUSION

The submission of a proposal constitutes agreement that the Firm has not divulged its proposal to, or conspired with, any other Firm or party to a proposal whatsoever.

This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

XX. RESTRICTIONS / CONFLICT OF INTEREST

All proposals must clearly set forth any restrictions or provisions deemed necessary by the Firm to effectively service the proposed Contract.
If any officer, director, or agent of your organization is also an employee of Eagle Mountain City, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any City employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake.

XXI. RIGHT TO REJECT

The City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The City also reserves the right to waive all informalities or technicality in any bid or proposal in the interest of the City not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. The city has the sole discretion and reserves the right to cancel this RFP, and to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the city's best interests to do so.

XXII. PRIVACY NOTICE

Eagle Mountain City is committed to protecting your privacy. The personal data you provide for bids/proposals is collected for the purpose of processing submitted bidding documentation, permit applications, verifying identity, and contracts and will be used only for those purposes. If you choose not to provide the requested information, we may be unable to process your request or provide the service you are seeking. Your information will not be sold and is not regularly disclosed to any private or governmental entities. However, it may be shared when required by law or contract. The information collected is maintained in the Eagle Mountain Recorders office in accordance with the City's retention records schedule. Some personal data may still be subject to public disclosure as required by the Utah Government Records Access and Management Act (GRAMA), Utah Code § 63G-2-101 et seq."

ATTACHMENT A

Bid Form

Project Name: Enter Name of Project
Project Number: EMC-FY_____

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: **EAGLE MOUNTAIN CITY**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Purchasing Agent written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Purchasing Agent is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

A. Bid Form
B. Enter attachment B information.

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____ SEAL, if required by State

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ SEAL, if required by State

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State or Jurisdiction of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability):

_____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

CORPORATE SEAL, if required by

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State or other jurisdiction where Project is located] is ___/___/_____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

SEAL, if required by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

SEAL, if required by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

5.02 Bid submitted on _____,

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

ENGINEERING

Monday, March 9, 2026

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

SUBJECT: **Firefly NPA 8 phase 'A' plat 6 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Firefly NPA 8 ph 'A' plat 6 Bond
Reduced

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

2nd Bond Release	
Original Bond Amount:	$ 1,229,606.59
Previous Release Amount:	$ 1,071,767.65
Amount to Release this Period:	$ 8,862.00
Amount Remaining in Bond :	$ 148,976.94

Bond Releases Summary	
#1	$ 1,071,767.65
#2	$ 8,862.00
#3	$ -
#4	$ -
TOTAL	$ 1,080,629.65

3/9/2026

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	ROADWAY IMPROVEMENTS										
a	3-inch Surface Course	134250	134250	SF	$1.25	$167,812.50	134,250	0	100%	$0.00	$167,812.50
b	6-inch Road base (also behind curb)	153295	153295	SF	$0.70	$107,306.50	153,295	0	100%	$0.00	$107,306.50
c	9-inch sub-base (e-fill) (behind curb)	153295	153295	SF	$0.92	$141,031.40	153,295	0	100%	$0.00	$141,031.40
d	30" curb & gutter	7618	7618	LF	$27.00	$205,686.00	7,618	0	100%	$0.00	$205,686.00
e	5' Sidewalk	5908	5908	LF	$30.00	$177,240.00	5,613	295.4	100%	$8,862.00	$177,240.00
f	ADA ramp	23	23	EA	$1,300.00	$29,900.00	23	0	100%	$0.00	$29,900.00
g	Street/stop signs	32	32	EA	$500.00	$16,000.00	32	0	100%	$0.00	$16,000.00
h	Striping	1	1	LS	$5,000.00	$5,000.00	1	0	100%	$0.00	$5,000.00
2	CULINARY WATER										
a	8" culinary water c-900 & fittings	3718	1859	LF	$40.00	$74,360.00	3,718	0	100%	$0.00	$74,360.00
b	8" gate valve	15	7.5	EA	$1,800.00	$13,500.00	15	0	100%	$0.00	$13,500.00
c	Fire Hydrant	7	3.5	EA	$3,500.00	$12,250.00	7	0	100%	$0.00	$12,250.00
d	3/4" water service	49	24.5	EA	$1,300.00	$31,850.00	49	0	100%	$0.00	$31,850.00
e	2" water service	10	5	EA	$1,500.00	$7,500.00	10	0	100%	$0.00	$7,500.00
f	1" irr. service	3	1.5	EA	$1,300.00	$1,950.00	3	0	100%	$0.00	$1,950.00
3	STORM DRAIN										
a	12" storm drainpipe	433	108.25	LF	$35.00	$3,788.75	433	0	100%	$0.00	$3,788.75
b	18" storm drainpipe	515	128.75	LF	$42.00	$5,407.50	515	0	100%	$0.00	$5,407.50
c	15" storm drainpipe	675	168.75	LF	$38.00	$6,412.50	675	0	100%	$0.00	$6,412.50
d	24" storm drainpipe	1753	438.25	LF	$46.00	$20,159.50	1,753	0	100%	$0.00	$20,159.50
e	Combo box	14	3.5	EA	$2,000.00	$7,000.00	14	0	100%	$0.00	$7,000.00
f	60" manholes	17	4.25	EA	$3,500.00	$14,875.00	17	0	100%	$0.00	$14,875.00
g	Curb inlet boxes	14	3.5	EA	$1,800.00	$6,300.00	14	0	100%	$0.00	$6,300.00
4	SEWER										
a	8" Sewer pipe	970	242.5	LF	$40.00	$9,700.00	970	0	100%	$0.00	$9,700.00
b	4" sewer laterals	27	6.75	EA	$1,200.00	$8,100.00	27	0	100%	$0.00	$8,100.00
c	48" sewer manhole	10	2.5	EA	$3,000.00	$7,500.00	10	0	100%	$0.00	$7,500.00
	TOTAL CONSTRUCTION COST					$1,080,629.65					
	Original 10% Bond Coverage					$148,976.94					
									Released this Period	$8,862.00	
	TOTAL BOND AMOUNT:					$1,229,606.59					

Vince Hogge, P.E.
Engineering Director

3-9-2026
Date

Robert Ballif
Engineering Tech. II

3/9/26
Date

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

ENGINEERING

DATE: Monday, March 9, 2026
FROM: Robert Ballif – Engineering Tech. II
SUBJECT: Firefly NPA 8 phase 'A' plat 6 entering warranty-updated

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

1. ~~ACAD as build files.~~
2. All water & PI cans to be checked at time of meter installation, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans have collar and EM City lid w/2-inch hole. Setter to have brace placed in the setters.
3. Sidewalk covered in dirt and debris on all roads. Check for broken sidewalk to replace. Check at exit.
4. Crack seal all phase lines. Check at exit.
5. ~~Finish the fire hydrant s to city specifications on the approved plans.~~

Summer Wood Dr.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Intersection of Paintbrush sewer & storm drain manhole add steps.~~
3. ~~Lot #649 wire for hydrant. Add step to sewer manhole.~~
4. ~~Lot #650 clean hydrant valve.~~

Paintbrush Way:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Intersection Lone Pine sewer & storm drain manhole add steps.~~
3. ~~Lot #632 combo box clean~~

Lone Pine St.:

1. Marked sidewalk to be replaced. Check at exit
2. ~~Lot #633 storm drain add step.~~
3. ~~Lot #640 sewer manhole add step.~~
4. ~~Lot #637 storm drain add step.~~
5. ~~Intersection Sundrop Alley Missing Street/stop signs, Lone Pine Dr. (green) Sundrop Alley (blue) storm drain add step.~~

Kingbird Dr.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Intersection Paintbrush sewer manhole add step.~~
3. ~~Lot #617 storm drain manhole fix step and add a step.~~
4. ~~Lot #616 sewer manhole add step.~~
5. ~~Lot #613 clean combo box.~~
6. ~~Lot #609 by pathway the irrigation vault to be fixed to city spec. We cannot see the concrete blocks at the bottom to hold the brass braces.~~

Wander Ln.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Intersection of Paintbrush sewer manhole clean & add step, storm drain manhole add step.~~

3. ~~Lot #601 finish the sidewalk.~~
4. ~~Lot #601 sewer & storm drain manhole add steps.~~
5. ~~Lot #603 & 604 sewer manhole clean & add step.~~
6. ~~Lot #604 storm drain manhole clean. Back the curb.~~
7. ~~Lot #605storm drain add step.~~
8. Lot #606 crack seal sewer patch. Check at exit.
9. Lot #608 crack seal sewer & storm drain patches. Check at exit.
10. ~~Lot #608 add step to sewer & storm drain.~~
11. ~~Lot #622 sewer manhole clean & add multiple steps.~~

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 the entering warranty release amount.

VICINITY MAP

NOTES:

1. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. PARCELS C, D, & E, MARIPOSA LANE, AND SUNDROP ALLEY ARE COMMON AREAS AND ARE OWNED & MAINTAINED BY THE FIREFLY MASTER HOME OWNERS ASSOCIATION.
3. PARCELS A & B ARE DEDICATED TO THE POLE CANYON BASIC LOCAL DISTRICT ("PCBLD") AS OPEN SPACE.
4. ALL COMMON AREAS, LIMITED COMMON AREAS, AND OPEN SPACE AREAS ARE MUNICIPAL UTILITY AND DRAINAGE EASEMENTS, AS WELL AS PUBLIC UTILITY EASEMENTS FOR SEWER, STORM WATER, DRAINAGE, CULINARY WATER, SECONDARY WATER, GAS, AND POWER.
5. PARCELS A & B ARE DEDICATED TO THE POLE CANYON BASIC LOCAL DISTRICT ("PCBLD") FOR PUBLIC PARKS, PUBLIC TRAILS, AND PUBLIC OPEN SPACE USES, CONSISTENT WITH THE FIREFLY AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT.
6. PARCELS A & B ARE A MUNICIPAL UTILITY AND DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT.
7. FOUND 1958 UTAH COUNTY EXISTING PUBLIC SURVEY MONUMENT THAT WILL BE DISTURBED DURING THE COURSE OF CONSTRUCTION. ACCORDING TO REQUIREMENTS OF THE UTAH COUNTY SURVEYORS OFFICE, PERMIT WITH RECEIPT NO. 43668, DATED JANUARY 31, 2025 HAS BEEN OBTAINED. THE PERMITEE SHALL BE RESPONSIBLE TO FULFILL THE RESPONSIBILITIES ASSOCIATED WITH THE PERMIT.

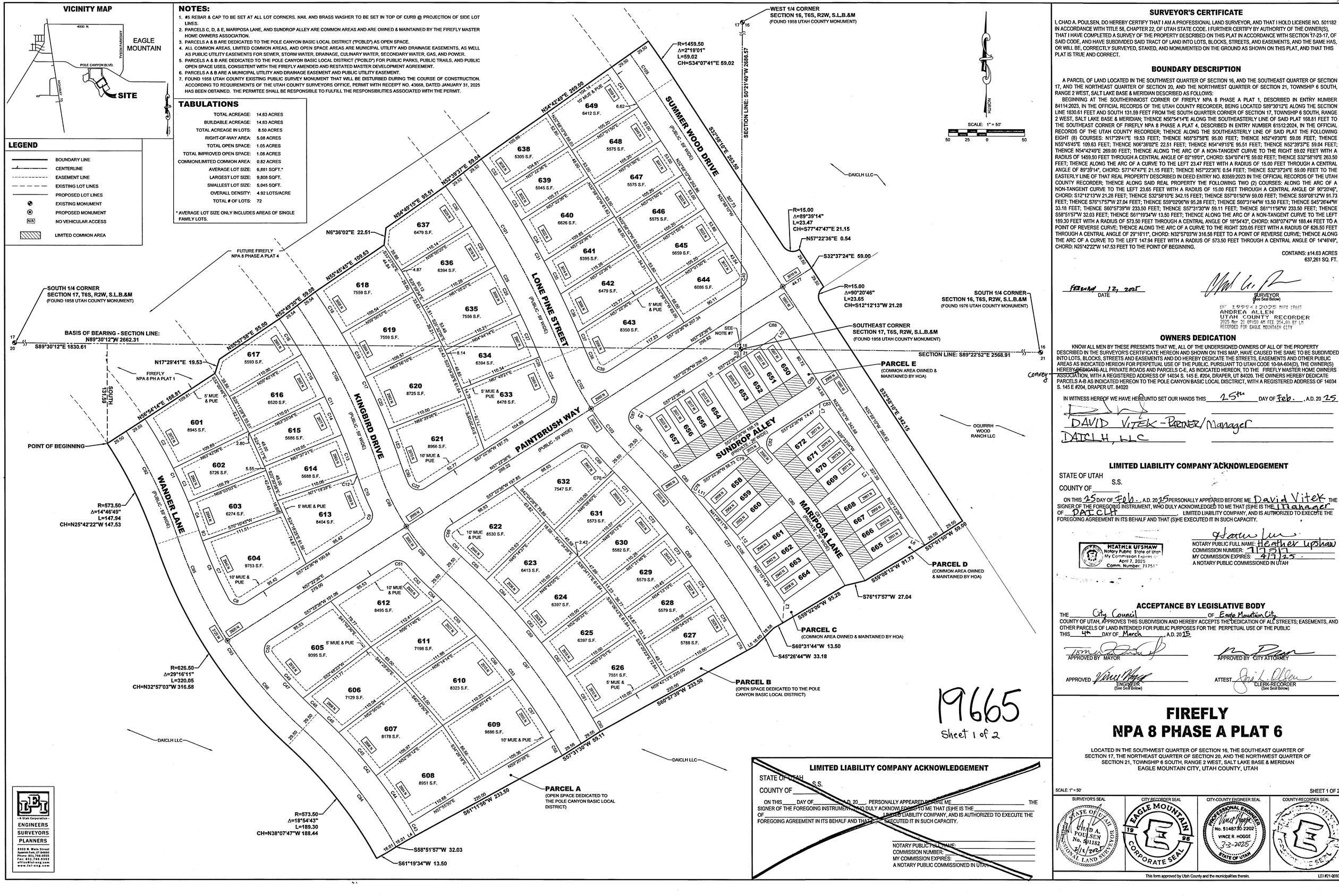
TABULATIONS

TOTAL ACREAGE:	14.63 ACRES
BUILDABLE ACREAGE:	14.63 ACRES
TOTAL ACREAGE IN LOTS:	8.50 ACRES
RIGHT-OF-WAY AREA:	5.08 ACRES
TOTAL OPEN SPACE:	1.05 ACRES
TOTAL IMPROVED OPEN SPACE:	1.08 ACRES
COMMON/LIMITED COMMON AREA:	0.82 ACRES
AVERAGE LOT SIZE:	6,881 SQFT.*
LARGEST LOT SIZE:	9,808 SQFT.
SMALLEST LOT SIZE:	5,045 SQFT.
OVERALL DENSITY:	4.92 LOTS/ACRE
TOTAL # OF LOTS:	72

* AVERAGE LOT SIZE ONLY INCLUDES AREAS OF SINGLE FAMILY LOTS.

LEGEND

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A NO VEHICULAR ACCESS
- LIMITED COMMON AREA



SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, AND THE SOUTHEAST QUARTER OF SECTION 17, AND THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST CORNER OF FIREFLY NPA 8 PHASE A PLAT 1, DESCRIBED IN ENTRY NUMBER 84114:2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, BEING LOCATED S89°30'12"E ALONG THE SECTION LINE 1830.61 FEET AND SOUTH 131.59 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N56°54'14"E ALONG THE SOUTHEASTERLY LINE OF SAID PLAT 168.81 FEET TO THE SOUTHEAST CORNER OF FIREFLY NPA 8 PHASE A PLAT 4, DESCRIBED IN ENTRY NUMBER 61512:2024, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PLAT THE FOLLOWING EIGHT (8) COURSES: N17°29'41"E 19.53 FEET; THENCE N55°57'58"E 95.00 FEET; THENCE N52°49'30"E 59.08 FEET; THENCE N55°45'45"E 109.63 FEET; THENCE N06°36'02"E 22.51 FEET; THENCE N54°49'15"E 95.51 FEET; THENCE N52°39'37"E 59.04 FEET; THENCE N54°42'49"E 269.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 59.02 FEET WITH A RADIUS OF 1459.50 FEET THROUGH A CENTRAL ANGLE OF 02°19'01", CHORD: S34°07'41"E 59.02 FEET; THENCE S32°58'10"E 263.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.47 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°39'14", CHORD: S77°47'47"E 21.15 FEET; THENCE N57°22'36"E 0.54 FEET; THENCE S32°37'24"E 59.00 FEET TO THE EASTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 83569:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.65 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°20'46", CHORD: S12°12'13"W 21.28 FEET; THENCE S32°58'10"E 342.15 FEET; THENCE S57°01'50"W 59.00 FEET; THENCE S59°08'12"W 91.73 FEET; THENCE S76°17'57"W 27.04 FEET; THENCE S59°02'05"W 95.28 FEET; THENCE S60°31'44"W 13.50 FEET; THENCE S45°26'44"W 33.18 FEET; THENCE S60°57'39"W 233.50 FEET; THENCE S61°11'56"W 233.50 FEET; THENCE S58°51'57"W 32.03 FEET; THENCE S61°19'34"W 13.50 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 189.30 FEET WITH A RADIUS OF 573.50 FEET THROUGH A CENTRAL ANGLE OF 18°54'43", CHORD: N38°07'47"W 188.44 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 320.05 FEET WITH A RADIUS OF 626.50 FEET THROUGH A CENTRAL ANGLE OF 29°16'11", CHORD: N32°57'03"W 316.58 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 147.94 FEET WITH A RADIUS OF 573.50 FEET THROUGH A CENTRAL ANGLE OF 14°46'49", CHORD: N25°42'22"W 147.53 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±14.63 ACRES
637,261 SQ. FT.

FEBRUARY 12, 2025
DATE

SURVEYOR
(See Seal Below)

ENT 19965:2025 PGS 1 of 2
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Mar 21 09:50 AM FEE 254.00 BY LM
RECORDED FOR EAGLE MOUNTAIN CITY

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY DEDICATE ALL PRIVATE ROADS AND PARCELS C-E, AS INDICATED HEREON, TO THE FIREFLY MASTER HOME OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 14034 S. 145 E. #204, DRAPER, UT 84020. THE OWNERS HEREBY DEDICATE PARCELS A-B AS INDICATED HEREON TO THE POLE CANYON BASIC LOCAL DISCTRICT, WITH A REGISTERED ADDRESS OF 14034 S. 145 E #204, DRAPER UT. 84020

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF Feb., A.D. 20 25

DAVID VITEK - PARTNER/Manager
DAICLH, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF

ON THIS 25 DAY OF Feb., A.D. 2025 PERSONALLY APPEARED BEFORE ME David Vitek THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Manager OF DAICLH, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

HEATHER UPSHAW
Notary Public State of Utah
My Commission Expires on:
April 7, 2025
Comm. Number: 717511

NOTARY PUBLIC FULL NAME: Heather Upshaw
COMMISSION NUMBER: 717511
MY COMMISSION EXPIRES: 4/7/25
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain City COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 4th DAY OF March, A.D. 2025

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED ENGINEER (See Seal Below)

ATTEST CLERK-RECORDER (See Seal Below)

19665
Sheet 1 of 2

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF

ON THIS ____ DAY OF ____, A.D. 20__, PERSONALLY APPEARED BEFORE ME, ____ THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE ____ OF ____, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

NOTARY PUBLIC FULL NAME:
COMMISSION NUMBER:
MY COMMISSION EXPIRES:
A NOTARY PUBLIC COMMISSIONED IN UTAH

FIREFLY
NPA 8 PHASE A PLAT 6

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50'
SHEET 1 OF 2

SURVEYOR'S SEAL	CITY RECORDER SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH CHAD A. POULSEN No. 501182 PROFESSIONAL LAND SURVEYOR 2/1/2025	EAGLE MOUNTAIN CITY 19 96 CORPORATE SEAL	PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R. HOGGE 3-3-2025 STATE OF UTAH	SEAL

This form approved by Utah County and the municipalities therein.

LEI #21-0080

- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

Sec 16,17,20 & 21, T6S, R2W, SLB&M TU506 JW

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	632.50	14°46'49"	163.16	N25°42'22"W 162.71
C2	632.50	6°47'53"	75.04	N29°41'50"W 75.00
C3	632.50	4°20'57"	48.01	N24°07'25"W 48.00
C4	632.50	3°37'59"	40.11	N20°07'57"W 40.10
C5	567.50	9°57'06"	98.57	S23°17'31"E 98.45
C6	567.50	1°30'17"	14.90	S19°04'06"E 14.90
C7	567.50	8°26'49"	83.67	S24°02'39"E 83.59
C8	15.00	94°21'20"	24.70	S75°26'44"E 22.00
C9	15.00	83°21'10"	21.82	N15°42'00"E 19.95
C10	347.50	7°39'37"	46.46	S22°08'46"E 46.42
C11	852.50	15°43'04"	233.86	N26°10'30"W 233.13
C12	852.50	0°21'23"	5.30	N18°29'39"W 5.30
C13	852.50	3°42'18"	55.12	N20°31'30"W 55.12
C14	852.50	3°42'17"	55.12	N24°13'47"W 55.11
C15	852.50	4°14'46"	63.18	N28°12'19"W 63.16
C16	852.50	3°42'20"	55.14	N32°10'52"W 55.13
C17	911.50	15°55'17"	253.29	N26°16'36"W 252.47
C18	911.50	4°05'12"	65.01	N32°11'39"W 65.00
C19	911.50	4°05'12"	65.01	N28°06'26"W 65.00
C20	911.50	4°42'57"	75.02	N23°42'22"W 75.00
C21	911.50	3°01'56"	48.24	N19°49'56"W 48.23
C22	15.00	98°49'31"	25.87	S73°12'39"E 22.78
C23	15.00	84°51'25"	22.22	N14°56'53"E 20.24
C24	429.50	5°43'45"	42.95	S24°36'57"E 42.93
C25	1131.50	13°25'41"	265.18	S28°27'55"E 264.58
C26	1131.50	0°25'34"	8.41	S21°57'52"E 8.41
C27	1131.50	3°05'07"	60.93	S23°43'12"E 60.92
C28	1131.50	3°38'47"	72.01	S27°05'09"E 72.00
C29	1131.50	3°05'07"	60.93	S30°27'07"E 60.92
C30	1131.50	3°11'05"	62.90	S33°35'13"E 62.89
C31	1190.50	13°32'06"	281.24	N28°31'08"W 280.58
C32	1190.50	2°18'37"	48.00	N34°07'53"W 48.00
C33	1190.50	2°18'37"	48.00	N31°49'16"W 48.00
C34	1190.50	2°58'16"	61.73	N29°10'49"W 61.73
C35	1190.50	2°19'24"	48.28	N26°31'59"W 48.27
C36	1190.50	2°38'36"	54.92	N24°02'59"W 54.92
C37	1190.50	0°58'36"	20.30	N22°14'23"W 20.29
C38	370.50	4°26'12"	28.69	S23°58'11"E 28.68
C39	15.00	96°26'08"	25.25	S74°24'21"E 22.37
C40	15.00	90°20'46"	23.65	N12°12'13"E 21.28

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	1400.50	2°19'01"	56.63	N34°07'41"W 56.63
C42	632.50	18°47'05"	207.37	N38°11'36"W 206.44
C43	632.50	1°36'27"	17.74	N29°36'17"W 17.74
C44	632.50	6°58'30"	77.00	N33°53'46"W 76.95
C45	632.50	6°47'53"	75.04	N40°46'58"W 75.00
C46	632.50	3°24'15"	37.58	N45°53'01"W 37.57
C47	567.50	10°04'42"	99.82	S42°32'48"E 99.69
C48	567.50	2°46'10"	27.43	S46°12'04"E 27.43
C49	567.50	7°18'32"	72.39	S41°09'43"E 72.34
C50	15.00	94°53'02"	24.84	S9°56'04"W 22.10
C51	15.00	82°32'39"	21.61	N81°21'05"W 19.79
C52	347.50	7°30'23"	45.53	S43°49'57"E 45.49
C53	852.50	18°47'05"	279.49	N38°11'36"W 278.24
C54	852.50	1°18'44"	19.52	N46°55'47"W 19.52
C55	852.50	4°22'11"	65.02	N44°05'19"W 65.00
C56	852.50	5°02'32"	75.02	N39°22'58"W 75.00
C57	852.50	6°12'21"	92.33	N33°45'31"W 92.29
C58	852.50	1°51'17"	27.60	N29°43'43"W 27.60
C59	911.50	18°32'47"	295.05	N38°18'45"W 293.76
C60	911.50	1°15'26"	20.00	N29°40'04"W 20.00
C61	911.50	4°05'12"	65.01	N32°20'23"W 65.00
C62	911.50	3°27'28"	55.01	N36°06'43"W 55.00
C63	911.50	3°27'28"	55.01	N39°34'11"W 55.00
C64	911.50	3°27'28"	55.01	N43°01'39"W 55.00
C65	911.50	2°49'46"	45.01	N46°10'16"W 45.01
C66	15.00	99°54'12"	26.15	S7°25'29"W 22.97
C67	15.00	83°39'04"	21.90	N80°47'53"W 20.01
C68	429.50	5°10'41"	38.82	S41°33'41"E 38.80
C69	1131.50	15°06'41"	298.42	N36°35'41"W 297.56
C70	1131.50	0°17'41"	5.82	N44°00'11"W 5.82
C71	1131.50	2°41'33"	53.17	N42°30'34"W 53.17
C72	1131.50	2°41'33"	53.17	N39°49'01"W 53.17
C73	1131.50	2°41'33"	53.17	N37°07'27"W 53.17
C74	1131.50	2°41'33"	53.17	N34°25'54"W 53.17
C75	1131.50	2°47'20"	55.08	N31°41'27"W 55.07
C76	1131.50	1°15'26"	24.83	N29°40'04"W 24.83
C77	1190.50	14°40'45"	305.01	N36°48'39"W 304.17
C78	25.00	40°35'30"	17.71	S37°04'50"W 17.34
C79	15.00	79°08'49"	20.72	N83°03'00"W 19.11
C80	878.00	13°37'41"	208.84	N36°39'45"W 208.34

CURVE TABLE

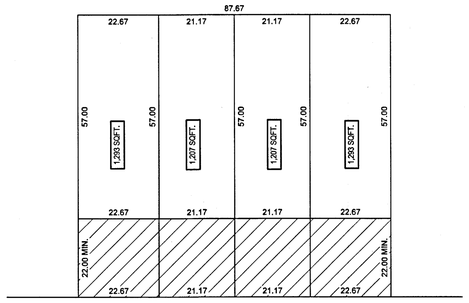
CURVE	RADIUS	DELTA	LENGTH	CHORD
C81	904.00	13°26'18"	211.99	N36°05'27"W 211.50
C82	15.00	100°11'04"	26.23	S7°17'03"W 23.01
C83	25.00	33°42'35"	14.71	S74°13'53"W 14.50
C84	25.00	24°51'28"	10.85	N59°48'20"E 10.76
C85	1190.50	1°40'05"	34.66	N40°29'26"W 34.66
C86	370.50	3°34'46"	23.15	S42°21'39"E 23.14
C87	15.00	97°56'51"	25.64	S8°24'10"W 22.63
C88	15.00	89°39'14"	23.47	N77°47'47"W 21.15
C89	25.00	34°24'07"	15.01	N40°10'32"E 14.79
C90	288.50	5°28'55"	27.60	S21°03'25"E 27.59
C91	288.50	5°03'32"	25.47	S45°03'23"E 25.46
C92	603.00	14°46'49"	155.55	N25°42'22"W 155.12
C93	597.00	29°16'11"	304.98	N32°57'03"W 301.67
C94	603.00	18°50'48"	198.35	N38°09'45"W 197.45
C95	597.00	14°33'04"	151.62	S25°35'30"E 151.21
C96	597.00	14°43'07"	153.36	S40°13'35"E 152.94
C97	882.00	18°39'42"	287.27	N38°15'18"W 286.00
C98	318.00	14°30'17"	80.50	N40°20'00"W 80.29
C99	318.00	14°45'53"	81.95	N25°41'54"W 81.72
C100	882.00	15°49'23"	243.58	N26°13'39"W 242.80
C101	1161.00	13°28'59"	273.21	S28°29'34"E 272.58
C102	400.00	11°32'20"	80.56	S27°31'15"E 80.42
C103	400.00	10°51'37"	75.82	S38°43'13"E 75.71
C104	1161.00	14°53'32"	301.76	S36°42'16"E 300.92
C105	1430.00	2°19'01"	57.83	N34°07'41"W 57.82
C106	1190.50	10°11'07"	211.63	N34°33'50"W 211.35
C107	1190.50	2°49'34"	58.72	N42°44'15"W 58.71

LINE TABLE

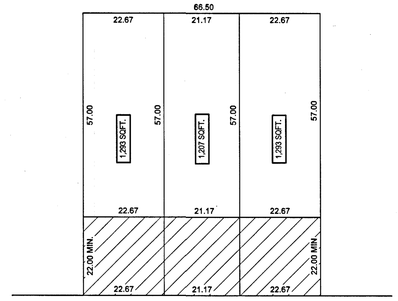
LINE	DIRECTION	LENGTH
L2	S4°08'43"W	28.65
L3	S36°43'28"E	23.45
L4	N61°11'56"E	13.50
L5	N60°57'39"E	13.50
L6	S60°23'50"E	23.24
L7	S1°26'36"W	15.62
L8	N59°19'52"W	23.51
L9	N57°22'36"E	19.64
L10	N36°44'05"E	17.28
L11	S62°45'47"E	18.62
L12	S34°45'57"E	18.90

PARCEL AREA TABLE

Parcel	Area
PARCEL A	5,137 S.F.
PARCEL B	4,931 S.F.
PARCEL C	11,255 S.F.
PARCEL D	11,589 S.F.
PARCEL E	12,949 S.F.



REAR-LOAD TOWNHOME 4 PLEX
LOTS 650-653, 654-657, 665-668, 669-672, 661-664



REAR-LOAD TOWNHOME 3 PLEX
LOTS 658-660

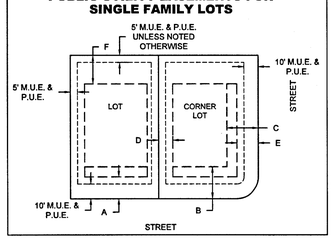
LEGEND

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A — NO VEHICULAR ACCESS
- LIMITED COMMON AREA

19665
Sheet 2 of 2

ENT 19665:2025 PG# 19665
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Mar 21 09:50 AM FEE 254.00 BY LM
RECORDED FOR EAGLE MOUNTAIN CITY

TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS FOR SINGLE FAMILY LOTS



BUILDING LOTS	STANDARD SINGLE FAMILY LOTS 601 - 649	ALLEY LOAD MULTI-FAMILY LOTS 650 - 672
FRONT LIVING SETBACK (A)	15 Ft	10 Ft
FRONT GARAGE SETBACK (B)	22 Ft	22 Ft
GARAGE SIDE SETBACK (C)	22 Ft	22 Ft
INTERIOR SIDE (D)	5 Ft / 8 Ft	15 Ft
STREET SIDE SETBACK (E)	15 Ft	15 Ft
REAR SETBACK (F)	20 Ft	5 Ft

ENBRIDGE GAS UTAH ACCEPTANCE

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

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

APPROVED THIS 19 DAY OF February 20 25

BY- [signature]

TITLE- PRE CON REP II

[COMCAST ENTITY] APPROVAL

APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. [COMCAST ENTITY] DOES NOT WARRANT THE LOCATION OF ANY PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATION, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PROVISION OF TELECOMMUNICATIONS SERVICES OR THE TERMS OF SUCH SERVICES.

COMCAST REPRESENTATIVE [signature] DATE 2.20.25

POLE CANYON BASIC LOCAL DISTRICT ("PCBLD")

THE BOARD OF THE POLE CANYON BASIC LOCAL DISTRICT HEREBY ACCEPTS THE DEDICATION OF THE STREET EASEMENTS, TRAILS, OPEN SPACE, AND OTHER PARCELS OF LAND INTENDED TO BE DEDICATED TO THE POLE CANYON BASIC LOCAL DISTRICT IN THE LOCATION AND FOR THE PURPOSES DESCRIBED HEREIN.

POLE CANYON BASIC LOCAL DISTRICT CHAIR [signature] DATE: 2/24/25

POLE CANYON BASIC LOCAL DISTRICT CLERK [signature] DATE: 2/26/25

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.

[signature] 2/19/2026
DIRECT COMMUNICATIONS DATE

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 M.U.E AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS,
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   (4) ANY OTHER PROVISION OF LAW.

[signature] 2/19/25
ROCKY MOUNTAIN POWER DATE

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.8393
office@lei-eng.com
www.lei-eng.com

FIREFLY
NPA 8 PHASE A PLAT 6

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 2 OF 2

This form approved by Utah County and the municipalities therein.

LEI #21-0080

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

ENGINEERING

Wednesday, March 4, 2026

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

SUBJECT: **Firefly NPA 8 phase 'A' plat 7 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Firefly NPA 8 ph 'A' plat 7 Bond
Reduced

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

2nd Bond Release	
Original Bond Amount:	$ 490,243.27
Previous Release Amount:	$ 385,639.38
Amount to Release this Period:	$ 5,361.84
Amount Remaining in Bond :	$ 99,242.05

Bond Releases Summary	
#1	$ 385,639.38
#2	$ 5,361.84
#3	$ -
#4	$ -
TOTAL	$ 391,001.22

3/4/2026

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	ROADWAY IMPROVEMENTS										
a	3-inch Surface Course	73138	73138	SF	$1.25	$91,422.50	73,138	0	100%	$0.00	$91,422.50
b	6-inch Road base (also behind curb)	73138	14627.6	SF	$0.70	$10,239.32	73,138	0	100%	$0.00	$10,239.32
c	9-inch sub-base (e-fill) (behind curb)	84670	0	SF	$0.92	$0.00	84,670	0	100%	$0.00	$0.00
d	30" curb & gutter	4623	4623	LF	$27.00	$124,821.00	4,623	0	100%	$0.00	$124,821.00
e	5' Sidewalk	3110	3110	LF	$30.00	$93,300.00	3,110	0	100%	$0.00	$93,300.00
f	ADA ramp	2	2	EA	$1,300.00	$2,600.00	2	0	100%	$0.00	$2,600.00
g	Street/stop signs	20	20	EA	$500.00	$10,000.00	20	0	100%	$0.00	$10,000.00
h	Striping	1	1	LS	$5,000.00	$5,000.00	1	0	100%	$0.00	$5,000.00
2	CULINARY WATER										
a	8" culinary water c-900 & fittings	1411	141.1	LF	$40.00	$5,644.00	1,270	141.1	100%	$564.40	$5,644.00
b	8" gate valve	4	0.4	EA	$1,800.00	$720.00	4	0.4	100%	$72.00	$720.00
c	Fire Hydrant	2	0.2	EA	$3,500.00	$700.00	2	0.2	100%	$70.00	$700.00
d	3/4" water service	28	2.8	EA	$1,300.00	$3,640.00	25	2.8	100%	$364.00	$3,640.00
e	2" water service	5	0.5	EA	$1,500.00	$750.00	5	0.5	100%	$75.00	$750.00
f	1" irr. service	3	0.3	EA	$1,300.00	$390.00	3	0.3	100%	$39.00	$390.00
3	STORM DRAIN										
a	36" storm drainpipe	430	43	LF	$90.00	$3,870.00	387	43	100%	$387.00	$3,870.00
b	18" storm drainpipe	369	36.9	LF	$42.00	$1,549.80	332	36.9	100%	$154.98	$1,549.80
c	15" storm drainpipe	1224	122.4	LF	$38.00	$4,651.20	1,102	122.4	100%	$465.12	$4,651.20
d	24" storm drainpipe	1519	151.9	LF	$46.00	$6,987.40	1,367	151.9	100%	$698.74	$6,987.40
e	Combo box	14	1.4	EA	$2,000.00	$2,800.00	13	1.4	100%	$280.00	$2,800.00
f	84" manholes	6	0.6	EA	$5,000.00	$3,000.00	5	0.6	100%	$300.00	$3,000.00
g	60" manholes	10	1	EA	$3,500.00	$3,500.00	9	1	100%	$350.00	$3,500.00
h	Curb inlet boxes	14	1.4	EA	$1,800.00	$2,520.00	13	1.4	100%	$252.00	$2,520.00
4	SEWER										
a	8" Sewer pipe	1469	146.9	LF	$40.00	$5,876.00	1,322	146.9	100%	$587.60	$5,876.00
b	4" sewer laterals	36	3.6	EA	$1,200.00	$4,320.00	32	3.6	100%	$432.00	$4,320.00
c	48" sewer manhole	9	0.9	EA	$3,000.00	$2,700.00	8	0.9	100%	$270.00	$2,700.00
	TOTAL CONSTRUCTION COST					$391,001.22					
	Original 10% Bond Coverage					$99,242.05					
										Released this Period	$5,361.84
	TOTAL BOND AMOUNT:					$490,243.27					

Vince Hegge, P.E.
Engineering Director

3-4-2026
Date

Robert Ballif
Engineering Tech. II

3-4-26
Date

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

ENGINEERING

DATE: Tuesday, March 3, 2026
FROM: Robert Ballif – Engineering Tech. II
SUBJECT: Firefly NPA 8 phase 'A' plat 7 entering warranty-Updated

---

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

1. ~~ACAD as build files.~~
2. All water & PI can be checked at time of meter installation, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans have collar and EM City lid w/2-inch hole. Setter to have brace placed in the setters.
3. Sidewalk covered in dirt and debris on all roads. Check for broken sidewalk to replace. Check at exit.
4. ~~Finish the fire hydrant s to city specifications on the approved plans.~~
5. ~~Remove plastic film off the ADA placards.~~

Summer Wood Dr.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Missing sewer & water stamps on the curb and sewer later marker boards. Place brass pin in the curb with a 'S' or 'W' stamped on it and 2x4 board 3 feet out of the ground painted green or blue.~~
3. ~~Both storm drain manholes need steps added.~~
4. ~~Intersection of Tyson Pkwy sewer manhole clean & add step.~~

Tyson Pkwy:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Missing sewer & water stamps on the curb and sewer later marker boards. Place brass pin in the curb with a 'S' or 'W' stamped on it and 2x4 board 3 feet out of the ground painted green or blue.~~
3. ~~Landscape meter can be moved away from the sidewalk, centered in the park strip.~~
4. ~~Lot #741 sewer manhole clean. Storm drain manhole add step.~~
5. ~~Lot #721 sewer & storm drain manholes add steps.~~
6. ~~Lot #708 fire hydrant front cap on tight cannot remove to check.~~
7. ~~Lot #'s 708 & 709 storm drain clean.~~
8. ~~Lot #709 sewer manhole add step.~~

Lone Pine St.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Missing sewer & water stamps on the curb and sewer later marker boards. Place brass pin in the curb with a 'S' or 'W' stamped on it and 2x4 board 3 feet out of the ground painted green or blue.~~

Kingbird Dr.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Missing sewer & water stamps on the curb and sewer later marker boards. Place brass pin in the curb with a 'S' or 'W' stamped on it and 2x4 board 3 feet out of the ground painted green or blue.~~
3. ~~Lot #709 sewer manhole add step.~~
4. ~~Lot #'s 713 & 712 storm drain combo clean.~~
5. ~~Lot #715 storm drain manhole clean.~~

Wander Ln.:

1. Marked sidewalk to be replaced. Check at exit.
2. ~~Missing sewer & water stamps on the curb and sewer later marker boards. Place brass pin in the curb with a 'S' or 'W' stamped on it and 2x4 board 3 feet out of the ground painted green or blue.~~
3. ~~Lot #704 fire hydrant front cap on tight cannot remove to check.~~
4. ~~Lot #'s 704 & 705 storm drain combo clean.~~
5. ~~Strom drain manhole add step.~~
6. ~~Storm drain combo by street sign, cut the pipe flush and re-grout.~~
7. ~~Intersection of Tyson Pkwy, sewer manhole clean.~~

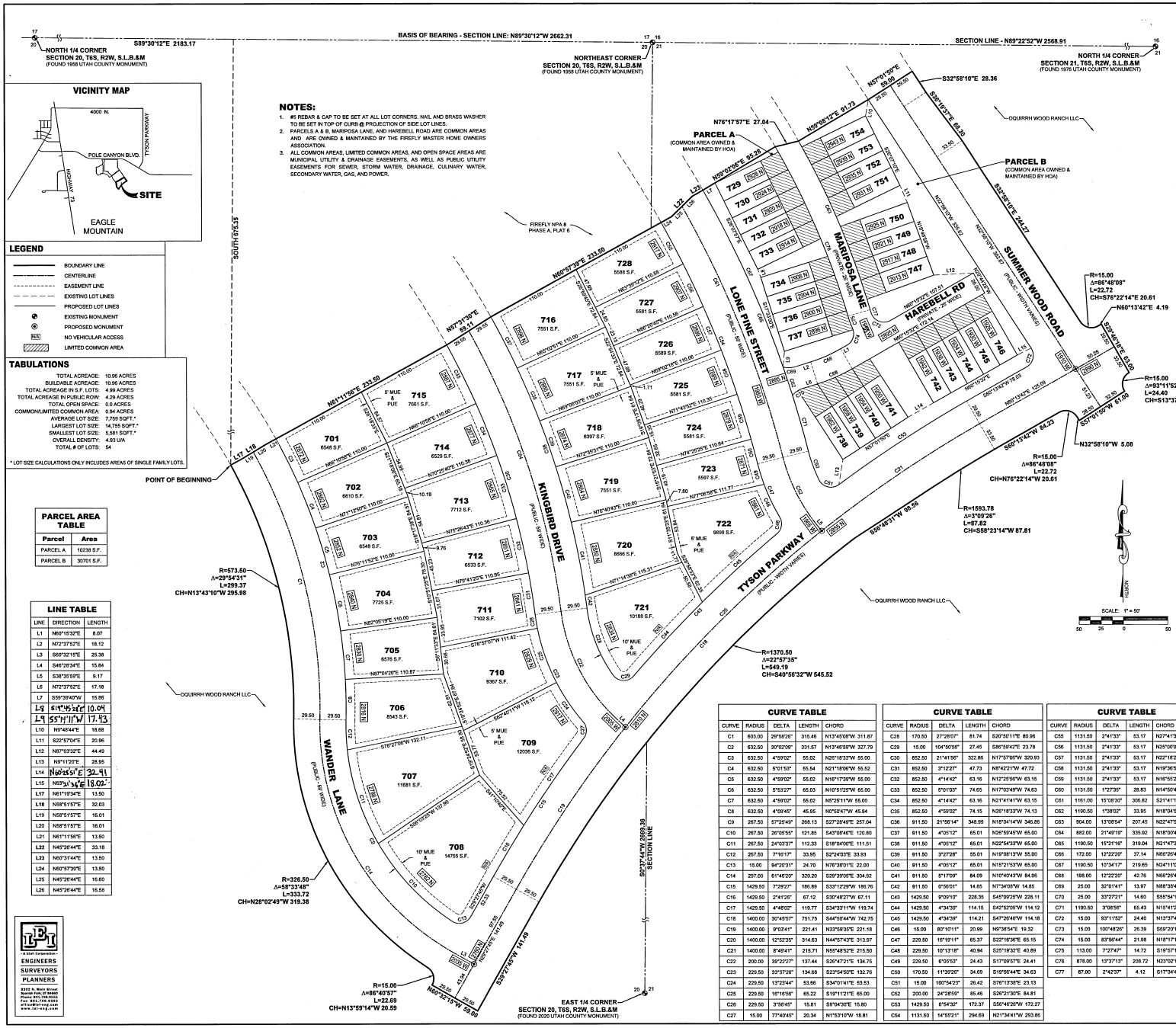
Mariposa Ln.:

1. ~~Street signs to be blue for private roads.~~

Harebel Rd.:

1. ~~Street signs to be blue for private roads.~~
2. ~~Street signs at the intersection of Lone Pine St., Harebel Rd. street sign to be blue for private.~~

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 the entering warranty release amount.



SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°30'12"E ALONG THE SECTION LINE 2183.17 FEET AND SOUTH 675.35 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N61°11'56"E 13.50 FEET; THENCE N58°51'57"E 32.03 FEET; THENCE N61°11'56"E 233.50 FEET; THENCE N57°31'30"E 59.11 FEET; THENCE N60°57'39"E 233.50 FEET; THENCE N45°26'44"E 33.18 FEET; THENCE N60°31'44"E 13.50 FEET; THENCE N59°02'06"E 95.28 FEET; THENCE N76°17'57"E 27.04 FEET; THENCE N59°08'12"E 91.73 FEET; THENCE N57°01'50"E 59.00 FEET; THENCE S32°58'10"E 28.36 FEET; THENCE S36°19'37"E 68.30 FEET; THENCE S32°58'10"E 244.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 22.72 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 86°48'08", CHORD: S76°22'14"E 20.61 FEET; THENCE N60°13'42"E 4.19 FEET; THENCE S29°46'18"E 63.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 24.40 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 93°11'52", CHORD: S13°37'46"W 21.80 FEET; THENCE S57°01'50"W 61.00 FEET; THENCE N32°58'10"W 5.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 22.72 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 86°48'08", CHORD: N76°22'14"W 20.61 FEET; THENCE S60°13'42"W 84.23 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 87.82 FEET WITH A RADIUS OF 1593.78 FEET THROUGH A CENTRAL ANGLE OF 03°09'26", CHORD: S58°23'14"W 87.81 FEET; THENCE S56°48'31"W 98.56 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 549.19 FEET WITH A RADIUS OF 1370.50 FEET THROUGH A CENTRAL ANGLE OF 22°57'35", CHORD: S40°56'32"W 545.52 FEET, THENCE S69°27'45"W 141.49 FEET, THENCE N60°32'15"W 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 22.69 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 86°40'57", CHORD: N13°59'14"W 20.59 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 333.72 FEET WITH A RADIUS OF 326.50 FEET THROUGH A CENTRAL ANGLE OF 58°33'48", CHORD: N28°02'49"W 319.38 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 299.37 FEET WITH A RADIUS OF 573.50 FEET THROUGH A CENTRAL ANGLE OF 29°54'31", CHORD: N13°43'10"W 295.98 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±10.96 ACRES
477,379 SQ. FT.

April 14, 2025
DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY CONVEY THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS ALL PRIVATE ROADS AND PARCELS A-B AND ALL LIMITED COMMON AREA AS INDICATED HEREON, TO THE FIREFLY MASTER HOME OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 14034 S. 145 E. #204, DRAPER, UT 84020.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 12th DAY OF May, A.D. 2025

DAVID V. VITEK / MANAGER
DAICH, LLC

Nathan Shipp / Manager
OWR, Oquirrh Wood Ranch, LLC

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Salt Lake ss.

ON THIS 12 DAY OF May A.D. 2025 PERSONALLY APPEARED BEFORE ME David Vitek Nathan Shipp
THE SIGNER OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

HEATHER UPSHAW NOTARY PUBLIC STATE OF UTAH COMMISSION #742575 COMM. EXP. 07-17-2025

NOTARY PUBLIC FULL NAME: Heather Upshaw
COMMISSION NUMBER: 742575
MY COMMISSION EXPIRES: 7/17/2025
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 3rd DAY OF June A.D. 2025

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED ENGINEER (See Seal Below)

ATTEST CLERK-RECORDER (See Seal Below)

ENTRY NO. 84795:2025 MAP 10761
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 13 10:05 AM FEE 80.00 BY KC
RECORDED FOR EAGLE MOUNTAIN CITY

FIREFLY
NPA 8 PHASE A PLAT 7

LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50'

SHEET 1 OF 2

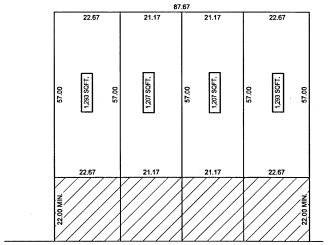
SURVEYOR'S SEAL | CITY-RECORDER SEAL | CITY-COUNTY ENGINEER SEAL | COUNTY-RECORDER SEAL

This form approved by Utah County and the municipalities therein.

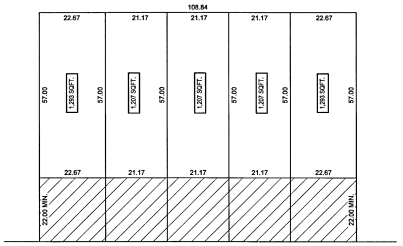
LEI #21-0080

Sec 20 and 21, T6S, R2W, SLB&M TUS&S JW

ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
info@lei-eng.com
www.lei-eng.com



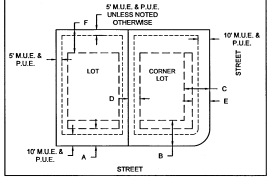
REAR-LOAD TOWNHOME
4 PLEX
LOTS 734-741, 747-754



REAR-LOAD TOWNHOME
5 PLEX
LOTS 729-733, 742-746

BUILDING LOTS	STANDARD C SINGLE FAMILY LOTS 701 - 726	ALLEY LOAD MULTI-FAMILY LOTS 729 - 754
FRONT LIVING SETBACK (A)	15 Ft	10 Ft
FRONT GARAGE SETBACK (B)	22 Ft	22 Ft
GARAGE SIDE SETBACK (C)	22 Ft	22 Ft
INTERIOR SIDE (D)	5 Ft / 8 Ft	15 Ft
STREET SIDE SETBACK (E)	15 Ft	15 Ft
REAR SETBACK (F)	20 Ft	5 Ft

TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS FOR SINGLE FAMILY LOTS



[COMCAST ENTITY] APPROVAL

APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. [COMCAST ENTITY] DOES NOT WARRANT THE LOCATION OF ANY PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, ANNOTATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATION, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PROVISION OF TELECOMMUNICATIONS SERVICES OR THE TERMS OF SUCH SERVICES.

COMCAST REPRESENTATIVE: DATE:

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.

Margaret Clifford 4/17/2025
DIRECT COMMUNICATIONS DATE

ENBRIDGE GAS UTAH ACCEPTANCE

QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW, (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT, AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE.

QUESTAR GAS COMPANY
DBA ENBRIDGE GAS UTAH

APPROVED THIS 22 DAY OF April, 20 25
BY:
TITLE: Right of Way Agent II

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 M.U.E AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   (4) ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER DATE: 4/16/25

FIREFLY
NPA 8 PHASE A PLAT 7

LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 2 OF 2

This form approved by Utah County and the municipalities therein. LEI #21-0080

ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.8193
Contact: Jared Hall
www.ldengr.com

ENT 43948:2025 MAP# 19764
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 13 10:29 AM FEE 212.00 BY KC
RECORDED FOR EAGLE MOUNTAIN CITY

19764 2 of 2

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

ENGINEERING

Wednesday, March 4, 2026

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

SUBJECT: **Parkway Fields phase 'E' plat 1 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Pakway Fields phase 'E' plat 1
Reduced

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

1st Bond Release	
Original Bond Amount:	$ 2,594,284.95
Previous Release Amount:	$ -
Amount to Release this Period:	$ 1,710,521.25
Amount Remaining in Bond :	$ 883,763.70

Bond Releases Summary	
#1	$ 1,710,521.25
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 1,710,521

3/4/2026

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	MOBILIZATION/MISC.										
a	Mobilization	1	0.1	LS	$10,000.00	$1,000.00	0	1	100%	$1,000.00	$1,000.00
b	Clear & grub	1525000	1525000	SF	$0.05	$76,250.00	0	1525000	100%	$76,250.00	$76,250.00
c	Traffic control	1	0.1	LS	$1,000.00	$100.00	0	1	100%	$100.00	$100.00
d	Site cut/fill	500	50	CY	$4.85	$242.50	0	500	100%	$242.50	$242.50
e	SWPPP	1	0.1	LS	$32,700.00	$3,270.00	0	1	100%	$3,270.00	$3,270.00
2	ROAD & CONCRETE										
a	3" asphalt	316670	0	SF	$2.00	$0.00	0	316670	100%	$0.00	$0.00
b	8" road base	290080	0	SF	$1.45	$0.00	0	290080	100%	$0.00	$0.00
c	9" subbase	16825	0	TON	$13.50	$0.00	0	16825	100%	$0.00	$0.00
d	4" asphalt	44796	0	SF	$2.80	$0.00	0	44796	100%	$0.00	$0.00
e	9" road base	44796	0	SF	$1.65	$0.00	0	44796	100%	$0.00	$0.00
f	12" subbase	3500	0	TON	$13.50	$0.00	0	3500	100%	$0.00	$0.00
g	30" type 'A' highback curb w/base	2280	0	LF	$28.50	$0.00	0	2280	100%	$0.00	$0.00
h	30" type 'D' modified curb w/base	19415	0	LF	$28.50	$0.00	0	19415	100%	$0.00	$0.00
i	Sidewalk prep. w/base	110450	110450	SF	$1.50	$165,675.00	0	110450	100%	$165,675.00	$165,675.00
j	6" sidewalk 5' wide (Local St.)	92035	92035	SF	$6.25	$575,218.75	0	92035	100%	$575,218.75	$575,218.75
k	3" asphalt trail (8' wide w/base)	26590	26590	SF	$2.85	$75,781.50	0	26590	100%	$75,781.50	$75,781.50
l	6" base, 8' HMA trail	33240	33240	SF	$1.25	$41,550.00	0	33240	100%	$41,550.00	$41,550.00
m	ADA ramps	44	44	EA	$1,650.00	$72,600.00	0	44	100%	$72,600.00	$72,600.00
n	Rough grade	686890	686890	SF	$0.15	$103,033.50	0	686890	100%	$103,033.50	$103,033.50
3	CULINARY WATER										
a	Connect to existing	5	0	EA	$2,100.00	$0.00	0	5	100%	$0.00	$0.00
b	12" PVC C-900 water line	1140	0	LF	$72.00	$0.00	0	1140	100%	$0.00	$0.00
c	8" PVC C-900 water line	10700	0	LF	$50.00	$0.00	0	10700	100%	$0.00	$0.00
d	3/4" service	190	0	EA	$2,125.00	$0.00	0	190	100%	$0.00	$0.00
e	Stub & plug 12" pipe	1	0	EA	$950.00	$0.00	0	1	100%	$0.00	$0.00
f	Stub & plug 8" pipe	4	0	EA	$800.00	$0.00	0	4	100%	$0.00	$0.00
g	Fire hydrant	18	0	EA	$8,900.00	$0.00	0	18	100%	$0.00	$0.00
h	12" CW butterfly valve	4	0	EA	$4,820.00	$0.00	0	4	100%	$0.00	$0.00
i	12" CW cross	4	0	EA	$3,800.00	$0.00	0	4	100%	$0.00	$0.00
j	8" CW gate valve	56	0	EA	$2,900.00	$0.00	0	56	100%	$0.00	$0.00
k	8" CW tee	14	0	EA	$1,500.00	$0.00	0	14	100%	$0.00	$0.00
l	8" CW bend	10	0	EA	$950.00	$0.00	0	10	100%	$0.00	$0.00
m	Temp. blowoff	6	0	EA	$1,300.00	$0.00	0	6	100%	$0.00	$0.00
n	Valve collars	78	0	EA	$650.00	$0.00	0	78	100%	$0.00	$0.00
4	PI WATER										
a	Connect to existing	4	0	EA	$2,500.00	$0.00	0	4	100%	$0.00	$0.00
b	6" PVC C-900 water line	11620	0	LF	$44.00	$0.00	0	11620	100%	$0.00	$0.00
c	1.5" double service	83	0	EA	$3,550.00	$0.00	0	83	100%	$0.00	$0.00
d	1" service	28	0	EA	$2,725.00	$0.00	0	28	100%	$0.00	$0.00
e	Stub & plug 6" pipe	5	0	EA	$750.00	$0.00	0	5	100%	$0.00	$0.00
f	6" gate valve	59	0	EA	$2,400.00	$0.00	0	59	100%	$0.00	$0.00
g	6" PI cross	3	0	EA	$1,550.00	$0.00	0	3	100%	$0.00	$0.00
h	6" PI tee	15	0	EA	$1,200.00	$0.00	0	15	100%	$0.00	$0.00
i	6" PI bend	13	0	EA	$875.00	$0.00	0	13	100%	$0.00	$0.00
j	PI valve collars	59	0	EA	$650.00	$0.00	0	59	100%	$0.00	$0.00
k	Temp. blowoff	5	0	EA	$1,200.00	$0.00	0	5	100%	$0.00	$0.00
5	SEWER										
a	Connect to existing	4	0	EA	$2,200.00	$0.00	0	4	100%	$0.00	$0.00
b	8" sewer main w/bedding	10265	0	LF	$51.00	$0.00	0	10265	100%	$0.00	$0.00
c	4" SS lateral (off 8" pipe)	186	0	EA	$1,525.00	$0.00	0	186	100%	$0.00	$0.00
d	60" SSMH	15	0	EA	$7,200.00	$0.00	0	15	100%	$0.00	$0.00
e	48" SSMH	34	0	EA	$5,300.00	$0.00	0	34	100%	$0.00	$0.00
f	Manhole collars	49	0	EA	$750.00	$0.00	0	49	100%	$0.00	$0.00
6	STORM DRAIN										
a	36" storm drainpipe w/bedding	100	0	LF	$160.00	$0.00	0	100	100%	$0.00	$0.00
b	30" storm drainpipe w/bedding	1140	0	LF	$142.00	$0.00	0	1140	100%	$0.00	$0.00
c	24" storm drainpipe w/bedding	1280	0	LF	$125.00	$0.00	0	1280	100%	$0.00	$0.00
d	24" perforated storm drainpipe w/bedding	120	0	LF	$140.00	$0.00	0	120	100%	$0.00	$0.00
e	18" storm drainpipe w/bedding	2600	0	LF	$79.00	$0.00	0	2600	100%	$0.00	$0.00
f	15" storm drainpipe w/bedding	4600	0	LF	$73.00	$0.00	0	4600	100%	$0.00	$0.00
g	12" storm drainpipe w/bedding	1020	0	LF	$70.00	$0.00	0	1020	100%	$0.00	$0.00
h	4x4 storm box	1	0	EA	$5,900.00	$0.00	0	1	100%	$0.00	$0.00
i	5x5 storm box	1	0	EA	$9,300.00	$0.00	0	1	100%	$0.00	$0.00
j	6x6 storm box	1	0	EA	$11,300.00	$0.00	0	1	100%	$0.00	$0.00
k	84" SDMH	1	0	EA	$16,400.00	$0.00	0	1	100%	$0.00	$0.00
l	72" SDMH	3	0	EA	$7,600.00	$0.00	0	3	100%	$0.00	$0.00
m	60" SDMH	21	0	EA	$5,600.00	$0.00	0	21	100%	$0.00	$0.00
n	48" SDMH	11	0	EA	$4,600.00	$0.00	0	11	100%	$0.00	$0.00
o	Curb inlet	48	48	EA	$3,400.00	$163,200.00	0	48	100%	$163,200.00	$163,200.00
p	Combo box	46	46	EA	$7,350.00	$338,100.00	0	46	100%	$338,100.00	$338,100.00
q	Manhole collars	82	82	EA	$750.00	$61,500.00	0	82	100%	$61,500.00	$61,500.00
r	Retention pond excavation & fine grading	1	1	LS	$33,000.00	$33,000.00	0	1	100%	$33,000.00	$33,000.00
	TOTAL CONSTRUCTION COST					$1,710,521.25					
	Original 10% Bond Coverage					$883,763.70					
										Released this Period	$1,710,521.25
	TOTAL BOND AMOUNT:					$2,594,284.95					

APPROVED BY EAGLE MOUNTAIN:

Vince Hoggan, P.E.
Engineering Director

3-4-2026
Date

Robert Ballif
Engineering Tech. II

3-4-26
Date

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

ENGINEERING

DATE: Tuesday, March 3, 2026
TO: Will Welsh
FROM: Robert Ballif – Engineering Tech. II
SUBJECT: Parkway Fields phase 'E' plat 1 entering warranty-This is the Parkway Fields Blvd & south list-Updated with North side-Updated

---

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

1. ~~ACAD as build files.~~
2. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
3. ~~All stub roads that have blow offs to be brought to grade and valve boxes over the valve & the blow off with a hand tight cap on the blow off.~~
4. ~~All fire hydrant pads are to be built to city detail standard. Place pads if they are missing.~~
5. All sidewalks & ADA ramps have an issue of the slope it is over the max slope. Need to be replaced before exit.
6. ~~Missing the street and stop signs.~~
7. ~~Remove plastic cover off the ADA placards.~~
8. All BMP's to be placed in inlets. Check at exit.
9. ~~Make sure all property pins have been placed.~~
10. ~~North roads of Parkway Fields Blvd. make sure all items are fixed according to the issue on the south side.~~

Parkway Fields Blvd:

1. ~~Missing a section of sidewalk West of hydrant back of lot #5011.~~
2. ~~Missing construction valve & collar. Back of lot #5011.~~
3. ~~Back fill the park strip.~~
4. ~~Fire hydrant pads to be placed according to city spec.~~
5. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
6. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
7. ~~East end blow offs for PI and water to be to grade a with a valve box and lid with a hand tight plastic cap.~~
8. ~~East end hydrant needs a water lid not irrigation.~~
9. ~~Reverse flow on gutter at inter section of Beaver drive behind lot #5023 by ADA.~~

Porcupine Dr.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~

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ENGINEERING

Beaver Dr.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~

Cougar Dr.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~
6. ~~Lot #5151 inlet grate broken to be replaced.~~
7. ~~Lot #5149 storm drain manhole fix the steps to align with opening better.~~

Raccoon Ln.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~

Mountain Lion Dr.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~
6. ~~Lot #5175 turn hydrant towards the road.~~

Red Squirrel Ln.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~

Kit Fox Ln.:

1. ~~Back fill the park strip.~~
2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~
6. ~~Move water can away from the hydrant pad.~~

Chipmunk Dr.:

1. ~~Back fill the park strip.~~

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ENGINEERING

2. ~~Fire hydrant pads to be placed according to city spec.~~
3. ~~Sewer manholes with a 'C' for clean, 'G' for grout, or 'S' for step.~~
4. ~~Storm drain manholes with a 'C' for clean, 'G,' for grout or 'S' for step.~~
5. ~~Place a brass pin if the water, sewer or PI stamp is missing, stamped with a 'W' for water, 'S' for sewer & 'I' for PI.~~

North side of phase 'E' plat 1:

Beaver Dr.:

1. ~~Lot #5024 section of sidewalk grind down, tripping hazard.~~
2. Marked section of sidewalk to be replaced, slope to be fixed. Check at exit.
3. Marked ADA ramps to be fixed, slope is too high. Check at exit.
4. ~~Intersection of Towhee storm drain add step.~~
5. ~~Lot #5086 add sewer stamp to curb. Brass pin with a 'S' stamped on it.~~
6. ~~Fire hydrant valve lids to say 'WATER' not fire.~~

Hummingbird Dr.:

1. ~~Back fill the park strip.~~
2. Marked section of sidewalk to be replaced, slope to be fixed. Check at exit.
3. Marked ADA ramps to be fixed, slope is too high. Check at exit.
4. ~~Fire hydrant valve lids to say 'WATER' not fire.~~
5. ~~Missing the street sign at Hummingbird Dr. & Beaver Dr.~~

Towhee Dr.:

1. ~~Intersection of Goldfinch storm drain manhole clean.~~
2. ~~Lot #5040 storm drain combo remove the steps.~~
3. Marked section of sidewalk to be replaced, slope to be fixed. Check at exit.
4. Marked ADA ramps to be fixed, slope is too high. Check at exit.
5. ~~Fire hydrant valve lids to say 'WATER' not fire.~~

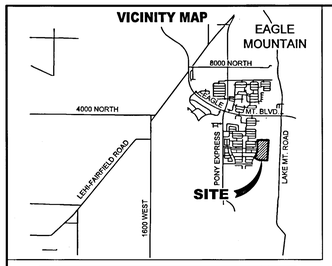
Goldfinch Dr.:

1. Marked section of sidewalk to be replaced, slope to be fixed. Check at exit.
2. Marked ADA ramps to be fixed, slope is too high. Check at exit.
3. ~~Fire hydrant valve lids to say 'WATER' not fire.~~

Tanager Dr.:

1. Lot #5011 sag in the gutter and road to be fixed. Fix before exit walk.
2. ~~Add street signs for the corner of Goldfinch Dr. & Tanager Dr.~~
3. ~~Lot #5011 sewer manhole lid to say sewer not storm drain.~~
4. Marked section of sidewalk to be replaced, slope to be fixed. Check at exit.
5. Marked ADA ramps to be fixed, slope is too high. Check at exit.
6. ~~Fire hydrant valve lids to say 'WATER' not fire.~~

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 the entering warranty release amount.



LEGEND

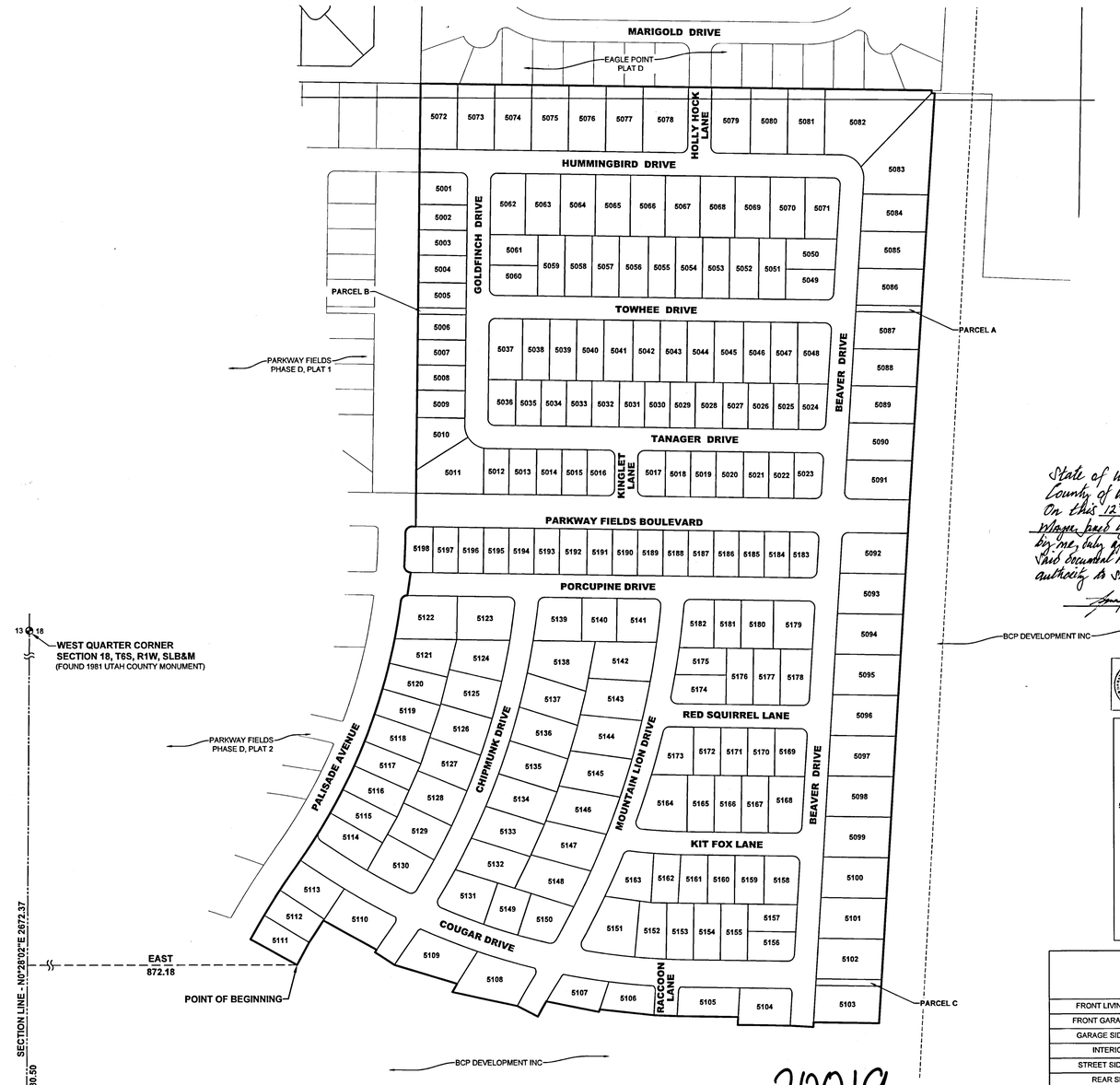
- SECTION LINE
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A NO ACCESS

TABULATIONS

TOTAL ACREAGE:	57.87 ACRES
TOTAL ACREAGE IN LOTS:	43.28 ACRES
TOTAL ACREAGE IN ROW:	14.45 ACRES
TOTAL COMMON AREA:	0.14 ACRES
TOTAL IMPROVED OPEN SPACE:	0.14 ACRES
OVERALL DENSITY:	3.42 LOTS/ACRE
TOTAL # OF RESIDENTIAL LOTS:	198 LOTS
TOTAL IMPROVED ROAD SURFACE:	395,504 SQ. FT.

NOTES:

1. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL COMMON AREAS ARE MUNICIPAL UTILITY & DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS.
3. PARCELS A, B, & C ARE COMMON AREAS AND ARE OWNED AND MAINTAINED BY THE HOA.
4. DRIVEWAYS FOR BUILDABLE LOTS SHALL BE DESIGNED TO AVOID CONFLICT WITH STORM WATER INLETS WHERE APPLICABLE.



20019
1 of 3

SURVEYOR'S CERTIFICATE

I, JEX E. ASHTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 13077508 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°28'02"E ALONG THE SECTION LINE 680.50 FEET AND EAST 872.18 FEET FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N89°54'05"W BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 18, T6S, R1W, SLB&M); THENCE N61°02'45"W 121.66 FEET TO THE EASTERLY BOUNDARY OF PARKWAY FIELDS PHASE D, PLAT 2 SUBDIVISION, RECORDED AS ENTRY NO. 52091:2025 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 205.36 FEET WITH A RADIUS OF 1773.50 FEET THROUGH A CENTRAL ANGLE OF 6°38'04", CHORD: N32°16'17"E 205.25 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 652.64 FEET WITH A RADIUS OF 1326.50 FEET THROUGH A CENTRAL ANGLE OF 28°11'22", CHORD: N31°29'38"E 646.09 FEET TO AND ALONG THE EASTERLY BOUNDARY OF PARKWAY FIELDS PHASE D, PLAT 1 SUBDIVISION, RECORDED AS ENTRY NO. 83418:2024 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) COURSES: ALONG THE ARC OF A CURVE TO THE RIGHT 21.83 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 83°22'40", CHORD: N49°05'17"E 19.95 FEET; THENCE N08°20'08"E 53.46 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 24.36 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 93°03'51", CHORD: N42°41'28"W 21.77 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 70.94 FEET WITH A RADIUS OF 1326.50 FEET THROUGH A CENTRAL ANGLE OF 3°03'51", CHORD: N01°18'32"E 70.93 FEET; THENCE N00°46'37"E 3.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: N45°46'37"E 21.21 FEET; THENCE S89°13'23"E 8.50 FEET; THENCE N00°46'37"E 1016.00 FEET TO THE SOUTH LINE OF EAGLE POINT PLAT D SUBDIVISION, RECORDED AS ENTRY NO. 22834:2000 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE S89°13'23"E ALONG SAID BOUNDARY 1170.65 FEET TO THE EAST LINE OF THAT REAL PROPERTY, RECORDED AS ENTRY NO. 92249:2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE S03°15'22"W ALONG SAID REAL PROPERTY 6.22 FEET TO THE NORTH LINE OF THAT REAL PROPERTY, RECORDED AS ENTRY NO. 92396:2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE S89°13'24"E ALONG SAID REAL PROPERTY 7.06 FEET; THENCE S03°38'24"W 933.95 FEET; THENCE S03°25'03"W 77.08 FEET; THENCE S03°29'34"W 1125.21 FEET; THENCE N89°13'23"W 150.17 FEET; THENCE S03°29'34"W 10.84 FEET; THENCE N86°30'26"W 53.00 FEET; THENCE N89°09'35"W 120.13 FEET; THENCE N03°29'34"E 17.87 FEET; THENCE N89°06'31"W 140.14 FEET; THENCE N87°34'24"W 53.01 FEET; THENCE N83°56'32"W 124.72 FEET; THENCE S38°19'41"W 6.00 FEET; THENCE N76°37'36"W 122.83 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 40.04 FEET WITH A RADIUS OF 973.50 FEET THROUGH A CENTRAL ANGLE OF 2°21'24", CHORD: S28°50'11"W 40.04 FEET; THENCE N62°20'31"W 53.00 FEET; THENCE N77°54'23"W 151.93 FEET; THENCE N29°03'02"E 21.81 FEET; THENCE N73°08'30"W 149.89 FEET; THENCE N56°47'58"W 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 6.57 FEET WITH A RADIUS OF 1513.50 FEET THROUGH A CENTRAL ANGLE OF 0°14'56", CHORD: N33°19'30"E 6.57 FEET; THENCE N61°18'53"W 138.90 FEET; THENCE S33°27'55"W 59.60 FEET; THENCE S28°22'18"W 58.56 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±2521003 SQUARE FEET OR *57.87 ACRES.*

10-13-2025
DATE

Jex E Ashton
SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS PARCELS A, B, AND C AS INDICATED HEREON, TO THE PARKWAY FIELDS OWNERS ASSOCIATION, INC., WITH A REGISTERED ADDRESS OF 2940 WEST MAPLE LOOP DRIVE SUITE 102 LEHI, UT 84043.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 13 DAY OF October, A.D. 20 25

BCP Development, Inc., President/Nate Hutchinson

Jared R Gray 11/2/2026
Eagle Mountain City Mayor
Jared Gray

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THIS 14th DAY OF Oct., 2025 PERSONALLY APPEARED BEFORE ME Nate Hutchinson WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRED, DID SAY THAT HE/SHE IS THE President OF BCP Development Inc AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID Nate Hutchinson ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: Matt Rasband
COMMISSION NUMBER: 742553
MY COMMISSION EXPIRES: 4/16/29
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain City, UT COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 4 DAY OF December A.D. 2025

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED ENGINEER (See Seal Below)

ATTEST CLERK-RECORDER (See Seal Below)

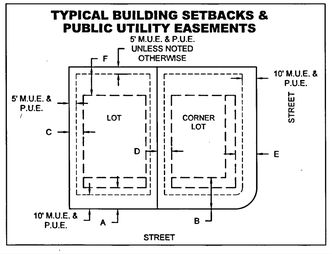
State of Utah
County of Utah
Acknowledgment
S.S.
On this 12th day of January, 2026, personally appeared before me Wayne Jared Gray, whose identity is personally known to me, and who by me, duly affirmed that he is the Mayor of Eagle Mountain and that said Document was signed by him in his capacity of Mayor and has the authority to sign in behalf of the City.

Notary Public: Fionnuala B. Kofoed
Commission Number: 735665
Expiration Date: 2-20-2028
A Notary Public Commissioned in Utah

FIONNUALA B KOFOED
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 735665
Comm. Expires: 02-20-2028

BCP DEVELOPMENT INC

TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS



	R1 LOTS 5072-5103	R2 LOTS 5062-5071, 5108-5110, 5123-5150 & 5104	R3 LOTS 5037-5061, 5105-5107, 5111-5122 & 5151-5182	RC LOTS 5001-5036, & 5183-5198
FRONT LIVING SETBACK (A)	25 Ft	25 Ft	15 Ft	15 Ft
FRONT GARAGE SETBACK (B)	25 Ft	25 Ft	22 Ft	22 Ft
GARAGE SIDE SETBACK (C)	10 Ft	10 Ft	10 Ft	10 Ft
INTERIOR SIDE (D)	10 Ft	8 Ft	8 Ft	8 Ft
STREET SIDE SETBACK (E)	15 Ft	15 Ft	15 Ft	15 Ft
REAR SETBACK (F)	25 Ft	20 Ft	20 Ft	20 Ft

LOT TYPE	R1	R2	R3	RC
SMALLEST LOT SIZE	12750 S.F. (0.29 AC.)	8000 S.F. (0.18 AC.)	6820 S.F. (0.16 AC.)	6090 S.F. (0.14 AC.)
AVERAGE LOT SIZE	14105 S.F. (0.32 AC.)	11218 S.F. (0.26 AC.)	8639 S.F. (0.20 AC.)	6549 S.F. (0.15 AC.)
LARGEST LOT SIZE	27580 S.F. (0.63 AC.)	14571 S.F. (0.33 AC.)	13559 S.F. (0.31 AC.)	14950 S.F. (0.34 AC.)

COMCAST ACCEPTANCE

[COMCAST ENTITY] APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. [COMCAST ENTITY] DOES NOT WARRANT THE LOCATION OF ANY PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATION, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PROVISION OF TELECOMMUNICATIONS SERVICES OR THE TERMS OF SUCH SERVICES.

COMCAST ENTITY Tami Sorrell DATE 10-24-2025

ENBRIDGE GAS UTAH

QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT; AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE.

QUESTAR GAS COMPANY
DBA ENBRIDGE GAS UTAH
APPROVED THIS 23 DAY OF October, 2025
BY: Jon Otte
TITLE: Pro-Tech Rep

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 11/3/25 DATE

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 EAGLE MOUNTAIN CITY CODE SECTION 10-9A-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY,
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS,
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   (4) ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER 10/23/25 DATE

COUNTY RECORDER STAMP

ENT 25312:2026 PG 2 OF 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2026 Jan 13 10:48 AM FEE 552.00 BY CS
RECORDED FOR EAGLE MOUNTAIN CITY

PARKWAY FIELDS

PHASE E, PLAT 1

LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SCALE: 1" = 150' SHEET 1 OF 3

SURVEYOR'S SEAL: JEX ASHTON 10-13-25 13077508 — PROFESSIONAL LAND SURVEYOR — STATE OF UTAH
NOTARY PUBLIC SEAL: MATT RASBAND NOTARY PUBLIC-STATE OF UTAH COMMISSION # 742553 Comm. Expires: 04-16-2029
CITY-COUNTY ENGINEER SEAL: PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R HOGGE 11-12-2025 STATE OF UTAH
COUNTY-RECORDER SEAL: EAGLE MOUNTAIN CORPORATE SEAL

This form approved by Utah County and the municipalities therein.

LEI #19-0046

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

Sec 18, T6S, R1W, SLB&M Tue 08 JAN

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°00'00"	23.56	N45°46'37"E 21.21
C2	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C3	15.00	90°00'00"	23.56	N44°13'23"W 21.21
C4	15.00	90°00'00"	23.56	S45°46'37"W 21.21
C5	53.00	60°29'33"	55.96	N58°58'37"W 53.39
C6	53.00	32°21'15"	29.93	N12°33'13"W 29.53
C7	53.00	92°50'47"	85.89	N42°47'59"W 76.79
C8	26.50	92°50'47"	42.94	N42°47'59"W 38.40
C9	15.00	92°50'47"	24.31	N42°47'59"W 21.73
C10	15.00	87°09'14"	22.82	N47°12'01"E 20.68
C11	15.00	92°50'46"	24.31	N42°47'59"W 21.73
C12	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C13	15.00	90°00'00"	23.56	S45°46'37"W 21.21
C14	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C15	26.50	90°00'00"	41.63	S44°13'23"E 37.48
C16	53.00	31°38'17"	29.27	S15°02'32"E 28.90
C17	53.00	48°51'39"	45.20	S55°17'30"E 43.84
C18	53.00	9°30'04"	8.79	S84°28'21"E 8.78
C19	53.00	90°00'00"	83.25	S44°13'23"E 74.95
C20	15.00	90°00'00"	23.56	N44°13'23"W 21.21
C21	15.00	90°00'00"	23.56	S45°46'37"W 21.21
C22	15.00	87°09'14"	22.82	N47°12'01"E 20.68
C23	15.00	92°50'46"	24.31	N42°48'05"W 21.73
C24	15.00	92°50'47"	24.31	S42°47'59"E 21.73
C25	15.00	87°09'14"	22.82	N47°12'03"E 20.68
C26	15.00	87°17'03"	22.85	S47°08'06"W 20.70
C27	15.00	92°42'57"	24.27	N42°51'54"W 21.71
C28	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C29	15.00	90°00'00"	23.56	N45°46'37"E 21.21
C30	15.00	87°17'03"	22.85	N47°08'06"E 20.70
C31	15.00	92°42'57"	24.27	N42°51'54"W 21.71
C32	15.00	85°32'08"	22.39	S48°00'33"W 20.37
C33	15.00	94°39'34"	24.78	N41°53'36"W 22.06
C34	15.00	84°38'05"	22.16	S48°27'35"W 20.20
C35	15.00	95°38'59"	25.04	N41°23'54"W 22.23
C36	15.00	87°17'03"	22.85	N47°08'06"E 20.70
C37	15.00	92°42'57"	24.27	N42°51'54"W 21.71
C38	15.00	87°17'03"	22.85	N47°08'06"E 20.70
C39	15.00	92°42'57"	24.27	N42°51'54"W 21.71
C40	15.00	87°17'03"	22.85	N47°08'06"E 20.70
C41	15.00	49°52'57"	13.06	S21°26'54"E 12.65
C42	1972.50	2°50'16"	97.69	N6°39'37"E 97.68
C43	1972.50	1°49'11"	62.64	N8°59'20"E 62.64
C44	1972.50	1°27'07"	49.99	N10°37'29"E 49.98
C45	1972.50	6°06'33"	210.32	N8°17'46"E 210.22
C46	15.00	100°34'25"	26.33	S38°56'10"E 23.08
C47	15.00	76°58'54"	20.15	S52°17'10"W 18.67
C48	1972.50	2°57'07"	101.62	N15°16'16"E 101.61
C49	1972.50	3°13'15"	110.88	N18°21'27"E 110.87
C50	1972.50	6°10'22"	212.51	N16°52'53"E 212.40
C51	15.00	104°13'18"	27.29	S32°08'34"E 23.68
C52	1180.50	4°58'10"	102.39	S86°44'18"E 102.36
C53	1233.50	0°35'06"	12.60	S88°55'50"E 12.60
C54	1233.50	2°52'49"	62.01	S87°11'52"E 62.00
C55	1233.50	2°33'17"	55.00	S84°28'49"E 55.00
C56	1233.50	6°01'13"	129.61	S86°12'47"E 129.55
C57	1207.00	7°31'18"	158.45	S85°27'44"E 158.34
C58	15.00	74°21'10"	19.47	S59°37'15"W 18.13
C59	1972.50	3°00'07"	103.35	N23°56'43"E 103.34
C60	1972.50	3°20'40"	115.14	N27°07'07"E 115.12
C61	1972.50	6°20'47"	218.49	N25°37'03"E 218.38
C62	15.00	109°12'14"	28.59	S25°48'40"E 24.45
C63	1473.50	4°18'41"	110.88	S82°34'08"E 110.85
C64	1473.50	2°48'25"	72.19	S86°07'41"E 72.18
C65	1473.50	1°41'30"	43.51	S88°22'38"E 43.50
C66	1473.50	8°48'36"	226.57	S84°49'05"E 226.35
C67	1500.00	11°03'37"	289.55	S83°41'35"E 289.11
C68	1500.00	1°28'47"	38.74	S88°29'00"E 38.74
C69	1500.00	9°34'50"	250.82	S82°57'11"E 250.52
C70	15.00	44°37'13"	11.68	N25°48'11"E 11.39
C71	15.00	47°01'03"	12.31	S20°00'57"E 11.97
C72	1536.50	3°49'53"	102.75	S84°37'56"E 102.73
C73	1536.50	3°54'50"	104.96	S80°45'34"E 104.94
C74	1536.50	7°44'43"	207.70	S82°40'31"E 207.54
C75	973.50	2°18'31"	39.23	N31°10'09"E 39.22
C76	1000.00	4°39'55"	81.43	S29°59'26"W 81.40
C77	1026.50	4°33'03"	81.53	S29°56'00"W 81.51
C78	15.00	65°29'09"	17.14	S0°32'02"E 16.23

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C79	15.00	26°39'14"	6.98	S44°50'50"W 6.92
C80	1946.00	26°22'16"	895.67	N17°17'51"E 887.79
C81	1946.00	8°58'34"	304.86	N25°59'42"E 304.55
C82	1946.00	8°40'54"	294.87	N17°09'59"E 294.58
C83	1946.00	8°42'49"	295.95	N8°28'07"E 295.66
C84	1972.50	0°48'11"	27.64	N31°55'19"E 27.64
C85	1946.00	1°50'25"	62.50	N31°24'12"E 62.50
C86	1919.50	24°08'35"	808.83	N17°30'28"E 802.86
C87	15.00	73°26'02"	19.22	N66°17'47"E 17.94
C88	1919.50	2°33'46"	85.86	N28°17'53"E 85.85
C89	1919.50	2°43'25"	91.25	N25°39'17"E 91.24
C90	1919.50	2°43'25"	91.25	N22°55'52"E 91.24
C91	1919.50	2°43'25"	91.25	N20°12'26"E 91.24
C92	1919.50	2°43'25"	91.25	N17°29'01"E 91.24
C93	1919.50	2°43'25"	91.25	N14°45'36"E 91.24
C94	1919.50	2°43'25"	91.25	N12°02'11"E 91.24
C95	1919.50	2°43'25"	91.25	N9°18'45"E 91.24
C96	1919.50	2°30'52"	84.24	N6°41'37"E 84.23
C97	1473.50	2°52'07"	73.77	S75°33'08"E 73.76
C98	1473.50	3°11'04"	81.89	S72°31'33"E 81.88
C99	1473.50	4°00'54"	103.26	S68°55'34"E 103.24
C100	15.00	98°16'13"	25.73	S17°47'00"E 22.69
C101	1639.50	2°40'58"	76.76	N30°00'37"E 76.76
C102	1639.50	2°50'15"	81.19	N27°15'01"E 81.18
C103	1639.50	2°49'01"	80.60	N24°25'23"E 80.60
C104	1639.50	2°48'12"	80.22	N21°36'47"E 80.21
C105	1639.50	2°47'49"	80.03	N18°48'46"E 80.02
C106	1639.50	2°47'49"	80.03	N16°00'58"E 80.03
C107	1639.50	2°48'13"	80.23	N13°12'56"E 80.22
C108	1639.50	2°37'47"	75.25	N10°29'56"E 75.24
C109	1639.50	3°02'31"	87.04	N7°39'48"E 87.03
C110	1473.50	10°04'05"	258.92	S71°57'09"E 258.59
C111	1500.00	13°05'58"	342.94	S71°36'48"E 342.19
C112	1536.50	5°06'28"	136.98	S73°44'46"E 136.93
C113	1536.50	5°13'24"	140.07	S68°34'50"E 140.02
C114	1536.50	10°19'52"	277.05	S71°08'04"E 276.67
C115	15.00	36°31'49"	9.56	N52°44'33"E 9.40
C116	1639.50	1°06'41"	31.80	N35°01'59"E 31.80
C117	1460.50	2°23'18"	60.88	N34°23'41"E 60.88
C118	1487.00	2°23'18"	61.99	S34°23'41"W 61.98
C119	1613.00	2°33'27"	72.00	N34°18'36"E 72.00
C120	1613.00	28°13'47"	794.73	N18°54'59"E 786.71
C121	1586.50	3°02'26"	84.19	N7°56'49"E 84.18
C122	1586.50	3°28'10"	96.07	N11°12'07"E 96.05
C123	1586.50	3°10'19"	87.83	N14°31'21"E 87.82
C124	1586.50	3°10'21"	87.84	N17°41'41"E 87.83
C125	1586.50	3°10'21"	87.85	N20°52'02"E 87.83
C126	1586.50	3°10'19"	87.83	N24°02'22"E 87.82
C127	1586.50	3°10'20"	87.83	N27°12'41"E 87.82
C128	1586.50	2°54'22"	80.47	N30°15'02"E 80.46
C129	15.00	84°39'44"	22.16	N74°02'04"E 20.20
C130	1473.50	4°09'02"	106.74	S61°33'33"E 106.72
C131	1473.50	3°07'46"	80.48	S57°55'09"E 80.47
C132	1473.50	7°16'48"	187.22	S59°59'40"E 187.10
C133	1500.00	8°42'33"	228.01	S60°42'32"E 227.79
C134	1513.50	2°23'18"	63.09	S34°23'41"W 63.09
C135	1586.50	0°37'02"	17.09	N35°16'49"E 17.09
C136	15.00	55°33'32"	14.55	N7°11'32"E 13.98
C137	1536.50	5°09'26"	134.28	N61°06'25"W 134.24
C138	1536.50	2°14'56"	60.31	N57°28'44"W 60.30
C139	1536.50	7°15'22"	194.59	N59°58'57"W 194.46
C140	15.00	88°13'38"	23.10	S12°14'27"E 20.88
C141	1773.50	2°24'43"	74.66	S34°22'58"W 74.65
C142	1326.50	0°10'26"	4.03	N35°30'07"E 4.03
C143	15.00	17°23'47"	4.55	S44°25'01"W 4.54
C144	1326.50	2°12'01"	50.94	N30°46'21"E 50.94
C145	1326.50	2°38'04"	60.99	N28°21'19"E 60.99
C146	1326.50	2°38'04"	60.99	N25°43'15"E 60.99
C147	1326.50	2°38'04"	60.99	N23°05'10"E 60.99
C148	1326.50	2°50'49"	65.91	N20°20'44"E 65.91
C149	1326.50	2°38'04"	60.99	N17°36'17"E 60.99
C150	1326.50	2°38'04"	60.99	N14°58'13"E 60.99
C151	1326.50	2°27'54"	57.07	N12°25'13"E 57.07
C152	1326.50	3°47'19"	87.71	N9°17'37"E 87.70
C153	1773.50	2°01'46"	62.82	S29°58'08"W 62.81
C154	1773.50	2°11'35"	67.88	S32°04'49"W 67.88
C155	1586.50	25°16'37"	699.91	N19°03'54"E 694.25
C156	1639.50	25°12'34"	721.36	N18°44'49"E 715.55

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C157	973.50	4°39'55"	79.27	N29°59'26"E 79.25
C158	1536.50	0°21'33"	9.63	N89°02'37"W 9.63
C159	1513.50	2°08'22"	56.52	S34°31'09"W 56.51
C160	1326.50	1°46'10"	40.96	N34°31'49"E 40.96
C161	1326.50	1°46'22"	41.04	N32°45'33"E 41.04



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S3°37'24"W	15.02
L2	S3°38'24"W	15.02
L3	N0°46'37"E	15.00
L4	S0°46'37"W	15.00
L5	S3°29'34"W	15.02
L6	S3°29'34"W	15.02

LEGEND

- SECTION LINE
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A — NO ACCESS

LEI
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PLANNERS
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20019
2 of 3

JEX ASHTON 12-15-25 13077508 PROFESSIONAL ENGINEER STATE OF UTAH

ENT 211262026 PG 2 OF 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2026 Jan 13 10:48 AM FEE 552.00 BY CS
RECORDED FOR EAGLE MOUNTAIN CITY

PARKWAY FIELDS

PHASE E, PLAT 1

LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SCALE: 1" = 60' — SHEET 2 OF 3

This form approved by Utah County and the municipalities therein. — LEI #19-0046

PARKWAY FIELDS

PHASE E, PLAT 1

LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SCALE: 1" = 60'

SHEET 3 OF 3

This form approved by Utah County and the municipalities therein.

LEI #19-0046

20019 3 of 3

LEI
- A Utah Corporation -
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3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

ENT 20026:2026 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2026 Jan 13 10:48 AM FEE $50.00 BY CS
RECORDED FOR EAGLE MOUNTAIN CITY

JEX ASHTON
10-13-25
13077508
STATE OF UTAH

NORTH
SCALE: 1" = 60'
60 30 0 60

LEGEND

- SECTION LINE
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A NO ACCESS

(SEE SHEET 2)

PARKWAY FIELDS BOULEVARD (PUBLIC - 77' WIDE)

PORCUPINE DRIVE (PUBLIC - 53' WIDE)

PALISADE AVENUE (PUBLIC - 53' WIDE)

CHIPMUNK DRIVE (PUBLIC - 53' WIDE)

MOUNTAIN LION DRIVE (PUBLIC - 53' WIDE)

BEAVER DRIVE (PUBLIC - 53' WIDE)

COUGAR DRIVE (PUBLIC - 53' WIDE)

RED SQUIRREL LANE (PUBLIC - 53' WIDE)

KIT FOX LANE (PUBLIC - 53' WIDE)

RACCOON LANE (PUBLIC - 53' WIDE)

PARKWAY FIELDS PHASE D, PLAT 1

PARKWAY FIELDS PHASE D, PLAT 2

BCP DEVELOPMENT INC

90' WIDE KERN RIVER EXCLUSIVE GAS EASEMENT ENTRY NO. 28819:1991, 40924:2002 & 42669:2011

PARCEL C
COMMON AREA (OWNED & MAINTAINED BY THE PARKWAY FIELDS HOA)
2253 S.F.

POINT OF BEGINNING

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

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

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

CITY STAFF PRESENT: Benjamin Reeves, 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; Stephanie Allred, Deputy Recorder; Kimberly Ruesch, Director of Administrative Services; Kyle Ireland, Communications Manager; Natalie Winterton, Assistant to the City Manager; Brandon Larsen, Planning Director; Kiara Polee, Affordable Housing Coordinator; Steven Lehmitz, Planner; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief and Melissa Yates, Purchasing Agent.

CITY STAFF PRESENT ELECTRONICALLY: Michele Graves, Library Director

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Gray called the meeting to order at 4:01 PM.

Mayor Gray noted that the agenda would proceed out of order beginning with Item 1.C.

1. DISCUSSION AND INFORMATION ITEMS

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

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

Planner Steven Lehmitz and Public Works Director Brad Hickman explained that the applicant is seeking to convert an existing private recreational facility into a religious and cultural meeting hall. They noted that the Planning Commission is generally supportive of

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the proposal, with its primary concern being the adequacy of parking. They responded to questions from City Council.

Eagle Mountain City resident Jacob Baker presented concept plan options for City Council's consideration, requested feedback on the proposal and responded to questions from City Council.

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

The recording of the discussion can be found online here at 00:20:15.

Affordable Housing Coordinator Kiara Polee and Jacinda Montano of Ultimate Home Lending provided an overview of the item, discussed recommended program updates, and requested direction from the City Council regarding the allocation of unassigned funds.

1.B. DISCUSSION - Setback Exception Request for OpenGov Application PLGA-26-8 - Planner, Mickie Mills
(anticipated time 20 minutes)

The recording of the discussion can be found online here at 00:49:32.

Planner Micke Mills presented a Setback Exception Request for Application PLGA-26-8. Eagle Mountain resident and business owner Kimberly Ekins, along with Justin Ekins, requested that the City Council consider approval of a setback exception request. Ms. Mills, Ms. Ekins, and Mr. Ekins responded to questions from the City Council. The City Council discussed the request and provided direction on how to proceed.

2. AGENDA REVIEW

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

The recording of the discussion can be found online here at 01:07:50.

Engineer Bryce McRae presented an overview of Pony Express Parallel Waterline Change Order #1. Derek Hill of Rhino Excavating explained the reason for cost increase and responded to questions from the City Council. Mr. McRae and Public Works Director Brad Hickman responded to additional questions from City Council.

13.B. CHANGE ORDER - 2025 Traffic Signal Eagle Mountain Boulevard & Pony Express Parkway, BHI - Change Orders #2 and #3

The recording of the discussion can be found online here at 01:35:30.

David Salazar provided a summary of 2025 Traffic Signal Eagle Mountain Boulevard & Pony Express Parkway Change Order #2 and #3. Mr. Salazar responded to questions from City Council.

15.A. SITE PLAN - One Call Auto

The recording of the discussion can be found online here at 01:40:55.

Planner David Stroud presented the proposed site plan for One Call Auto and responded to questions from City Council.

3. CITY MANAGER INFORMATION ITEMS

City Manager Ben Reeves provided information regarding upcoming events.

The recording of the discussion can be found online here at 01:05:344.

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 Wright seconded the motion.*

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

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:56 PM.

The recording of the motion can be found online here at 01:50:28.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Gray called the meeting to order at 7:06 PM.

The recording of the discussion can be found online here at 01:53:49.

6. PLEDGE OF ALLEGIANCE

Planning Director Brandon Larsen led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

City Manager Ben Reeves provided updates

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

The recording of the discussion can be found online here at 01:59:39.

Shane Jones from American Public Works Association presented the Outstanding Intersection Improvement Project of the Year for 2025 Award to Eagle Mountain City and Contractor BHI, and Designer Horrocks. Assistant City Engineer David Salazar accepted the award on behalf of Eagle Mountain City.

Shane Jones with American Public Works Presented Assistant City Engineer David Salazar with the Outstanding City Engineer Award.

8.B. CERTIFICATION - Stormwater Manager Larry Diamond

The recording of the discussion can be found online here at 02:04:05.

Zac Hiton recognized Stormwater Manager Larry Diamond for earning the Certified Stormwater Manager (CSM) Certificate, awarded by the American Public Works Association.

Mayor Gray announced that Agenda Item 10 would be taken before Agenda Item 9, Public Comment.

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

10. APPOINTMENTS

10.A. Community Services Board Appointments

1. Jay Johnson - One-year Term, April 2026 through March 2027

MOTION: *Councilmember Whiting moved to approve the appointment of Jay Johnson to a One-Year Term to the Community Services Board beginning April 1, 2026 through March 31, 2027. Councilmember Huish seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:08:57.

2. ShaRee Curtis - Two-year Term, April 2026 through March 2028

MOTION: *Councilmember Huish moved to approve the appointment of ShaRee Curtis to a Two-Year Term to the Community Services Board beginning April 1, 2026 through March 31, 2028. Councilmember Whiting seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:09:20.

3. Charlotte Ducos – Two-year Term, April 2026 through March 2028

MOTION: *Councilmember Clark moved to approve the appointment of Charlotte Ducos to a Two-Year Term to the Community Services Board beginning April 1, 2026 through March 31, 2028. Councilmember Huish seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:09:55.

4. Steve Conger - Three-year Term, April 2026 through March 2029

MOTION: *Councilmember Wood moved to approve the appointment of Steve Conger to a Three-Year Term to the Community Services Board beginning April 1, 2026 through March 31, 2029. Councilmember Whiting seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:10:30.

5. Jessie Southworth - Three-year Term, April 2026 through March 2029

MOTION: *Councilmember Wright moved to approve the appointment of Jessie Southworth to a Three-Year Term to the Community Services Board beginning April 1, 2026 through March 31, 2029. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:11:09.

City Recorder Lacie Messerly administered the Oath of Office to Jay Johnson, ShaRee Curtis, Charlotte Ducos, Steve Conger and Jessie Southworth as members of the Community Services Board.

10.B. Senior Advisory Board

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

MOTION: *Councilmember Clark moved to approve the appointment of Debra Kimbrough to a Three-Year Term to the Senior Advisory Board beginning April 1, 2026 through March 31, 2029. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:11:59.

Oath of office was not administered to Debra Kimbrough during City Council and will be completed in office at a later date.

Mayor Gray announced that Agenda Item 9, Public Comment, would be taken next.

9. PUBLIC COMMENTS

Mayor Gray opened the public comment period at 7:29PM.

The following individuals spoke during the Public Comment period:

- Sierra Nichols – (email read by City Recorder Lacie Messerly) expressed concerns about natural gas combustion and the location of the proposed plant.
- Tim Smith – expressed opposition to the proposed natural gas power plant due to concerns regarding emissions and noise.
- Tiffany Walden – expressed concerns regarding City accountability.
- Joy Rassmusen – requested that additional data centers be denied, reevaluated, and that public input be allowed.
- Jeff Ruth – expressed appreciation to the Utah County Sheriff's Department – Eagle Mountain Division and the City Council.

Mayor Gray closed the public comment period at 7:41 PM.

The recording of the public comments can be found online here at 02:15:16.

11. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 02:29:28.

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.

MOTION: *Councilmember Clark moved to approve the Consent Agenda. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes

Bret Wright Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:42:30.

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.

The recording of the discussion can be found online here at 02:43:12.

City Attorney Marcus Draper provided an overview of the proposed amendment to the ARMDA for the Overland development. A 53-acre parcel in the commercial area has been sold to a developer working with Kroger to build a shopping center including a Smith's Marketplace, a Lowe's, four smaller anchors, and pad sites. The amendment includes tax incentives for infrastructure and allows development consistent with the vested Historic Commercial Zone. Mr. Draper responded to questions from the City Council.

Jeff Randall, Associate Principal for Anderson Wahlen & Associates (AWA) presented updated site plan and highlighted traffic, lighting, architectural features, and signage. Mr. Randall responded to questions from the City Council.

Mayor Gray opened the Public Hearing period at 8:45 PM. Seeing no one wished to speak, Mayor Gray closed the Public Hearing at 8:46 PM.

MOTION: *Councilmember Wright moved to table an Ordinance of Eagle Mountain, Utah Approving the 5th Amendment to the Amended and Restated Overland Master Development Agreement and to bring it back at a future City Council meeting. Councilmember Whiting seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:42:14.

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.

This item relates to Item 17.A. No formal discussion took place, as the applicant had addressed questions during the previous item. This item pertains to the City's evaluation of a large regional commercial project along Pony Express Parkway, just north of the downtown area. The project is anticipated to utilize a TIF bond to finance off-site infrastructure, which requires a market study to evaluate factors such as absorption potential and market demand. In consultation with LRB Public Finance Advisors, Economic & Planning Systems, Inc. (EPS) was selected to conduct the study, which is expected to take 1–3 months to complete.

MOTION: *Councilmember Whiting moved to 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. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:43:36.

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.

The recording of the discussion can be found online here at 03:44:04.

Planner Mickie Mills provided an overview of the item and stated that the proposed amendment was initiated by Eagle Mountain resident Katie Elliott. The code amendment adds "pre-weathered weathering steel" as an approved material for residential perimeter fencing and defines "pre-weathered steel fences." Staff recommended denial due to weathering process, including rusting and bleeding, and the seal requirements, which could be difficult for code enforcement. Ms. Mills responded to questions from the City Council.

Applicant Katie Elliott stated that the reason for the application is that the material is affordable, durable and low maintenance. Ms. Elliott responded to questions from the City Council.

Mayor Gray opened the Public Hearing period at 9:02 PM. Seeing no one wished to speak Mayor Gray closed the Public Hearing at 9:02 PM.

MOTION: *Councilmember Wood moved to deny an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.60 and 17.10 regarding Fencing. There was no second to the motion, and it died for lack of a second.*

MOTION: *Councilmember Wright moved to table an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 17.60 and 17.10 regarding fencing and to bring it back for consideration at a future work session. Councilmember Clark seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	No
Brett Wright	Yes

The motion passed with a 4:1 vote.

The recording of the motion can be found online here at 03:58:00.

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

The recording of the discussion can be found online here at 04:05:45.

Senior Planner David Stroud presented a rezone proposal 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. Mr. Stroud highlighted the current uses permitted in the zone and responded to questions from the City Council.

Government Relations Manager Ryan Lee, representing QTS Data Centers, responded to questions from City Council.

Mayor Gray opened the Public Hearing period at 9:30 PM. The following individuals spoke during the public hearing

- Joy Rasmussen – spoke in opposition to the proposed rezone, citing potential health risk and proximity to a school and nearby homes.
- Steve Ruggles – shared prior work experience and provided information related to nuclear reactors.

City Recorder Lacie Messerly stated that emails received for public comment after the start of the meeting will be included in the permanent agenda packet.

Mayor Gray closed the Public Hearing at 9:38 PM.

MOTION: *Councilmember Huish moved to adopt an Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as QTS-SCL 2 as presented. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:26:54.

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.

The recording of the discussion can be found online here at 04:27:38.

Senior Planner Robert Hobbs presented an updated proposal to amend Sections 15.80, 17.10, 17.25, 17.100 of the Eagle Mountain Municipal Code. Mr. Hobbs noted that the recommended changes previously suggested by the City Council have been incorporated into the updated proposal.

Mayor Gray opened the Public Hearing period at 9:41 PM. Seeing no one wished to speak Mayor Gray closed the Public Hearing at 9:41 PM.

MOTION: *Councilmember Wood moved to adopt 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, with a correction to change the misspelled word "fist" to "first." Councilmember Whiting seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:29:22.

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.

The recording of the discussion can be found online here at 04:30:35.

Senior Planner David Stroud presented 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.

Mayor Gray opened the Public Hearing period at 9:44 PM. Seeing no one wished to speak Mayor Gray closed the Public Hearing at 9:45 PM.

MOTION: *Councilmember Whiting moved to approve a Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule regarding Site Plan Amendments. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:32:37.

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.

The recording of the discussion can be found online here at 04:33:06.
Assistant to the City Manager Natalie Winterton provided an overview of the item and explained that the proposed code amendment would formally establish and codify the Senior Citizens Advisory Board within the Eagle Mountain City Code, providing clarity in its role and structure.

MOTION: *Councilmember Whiting moved to adopt an Ordinance of Eagle Mountain City, Utah, Enacting Chapter 2.65 of the Eagle Mountain Municipal Code Establishing a Senior Citizens Advisory Board. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 04:34:53.

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

The recording of the discussion can be found online here at 04:35:21.

City Attorney Marcus Draper explained that Williams is proposing to co-locate a natural gas power facility on the Stadion parcel to support the expansion of the Meta data center. The proposed facility would be located on the property zoned RTI within Eagle Mountain.

Mr. Draper noted that, pursuant to the Stadion development agreement, natural gas power is a permitted accessory use on the property. However, a separate development agreement has been negotiated to provide additional clarity regarding the rights and responsibilities of both Williams and the City related to the facility.

Under the proposed agreement, Williams would be responsible for installing any necessary public infrastructure associated with the development. The company is also requesting several exceptions to the City Code, including permission to operate at sound levels up to 75 decibels, which exceeds the City's nighttime limit of 65 decibels but aligns with industrial

noise standards in neighboring communities. Additionally, Williams is requesting approval to utilize above-ground power distribution lines on the property.

Mr. Draper responded to questions from the City Council.

Andrew Johns, Project Manager with Williams, responded to questions from the City Council. The City Council provided direction for addressing their concerns with the proposed Development Agreement.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, approving the Development Agreement with Will-Power UT, LLC, conditioned on the following amendments to the agreement being made:*

1. *Clarify that only simple cycle natural gas technology may be used; and*
2. *Amend the additional property section to limit its use to the Stadion LLC parcel subject to the development agreement approved in October 2025; and*
3. *Amend the Timing and Rate of Development Section to require that the Generation Project be operational within five (5) years of the effective date of the agreement with the possibility of requesting an extension; and*
4. *That trees be planted along Pony Express Parkway in compliance with Eagle Mountain Municipal Code 16.35.080.*

Councilmember Whiting seconded the motion.

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 05:31:33.

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.

The recording of the discussion can be found online here at 05:33:09.

Deputy City Manager Steve Mumford provided an overview of the item and read the Resolution of Eagle Mountain City, Utah, Supporting America250 Utah and Recognizing and Approving the Eagle Mountain Utah250 Community Committee out loud.

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Supporting America250 Utah and Recognizing and Approving the Eagle Mountain Utah250 Community Committee. Councilmember Whiting seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 05:37:35.

22. LEGISLATIVE ITEMS

22.A. UPDATE – Legislative Priorities List

John Magness provided updates regarding bills at the Hill.

Councilmember Huish stated that he is evaluating performance of City funds and requested research on the option for residents to pay utility bills using cryptocurrency.

The recording of the discussion can be found online here at 05:38:17.

MOTION: *Councilmember Whiting moved that studying bit coin as a method of payment to the City be added to the Legislative Priorities List. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 05:50:16.

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

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

The recording of the discussion can be found online here at 05:56:15.

24. COMMUNICATION ITEMS

22.A. Financial Report

22.B. Upcoming Agenda Items

25. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Whiting moved to adjourn to a Closed Session pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 06:02:30.

The Policy Session was adjourned to a Closed Session at 11:15 PM.

Council returned to Policy Session at 12:10 PM in Council Chambers.

There being no further business, the Mayor entertained a motion to adjourn the meeting.

26. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 12:10 AM. Councilmember Whiting seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 06:03:50.

The meeting was adjourned March 4, 2026 at 12:10 AM.

Approved by the City Council on March 25, 2026.

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Lacie A. Messerly
City Recorder

EAGLE MOUNTAIN
CITY COUNCIL SPECIAL SESSION MEETING MINUTES

MARCH 5, 5:30 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; Evan Berrett, Director of Legislative and Strategic Services; Marcus Draper, City Attorney; Lacie Messerly, City Recorder; Kimberly Ruesch, Director of Administrative Services; Kyle Ireland, Communications Manager; Angela Valenzuela, Human Resource Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Planning Director; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director and Brad Hickman, Public Works Director.

CITY STAFF PRESENT ELECTRONICALLY: Mack Straw, Assistant Public Works Director; Michele Graves, Library Director; Abby Ivory, Economic Development Director; Jason Hall, Recreation Manager; Erin Hart, Treasurer; Jeret Shaffer, Finance Manager; and Melissa Yates, Purchasing Agent.

5:30 PM SPECIAL SESSION – CITY COUNCIL CHAMBERS

1. CALL TO ORDER

Mayor Gray called the meeting to order at 5:36 PM.

2. PLEDGE OF ALLEGIANCE

David Ulibarri led the Pledge of Allegiance.

SCHEDULED ITEMS

3. PUBLIC HEARINGS ONLY

3.A. PUBLIC HEARING/NO ACTION TAKEN – A Public Hearing to Allow Public Input Regarding (A) the Issuance and Sale of Not More Than $220,000,000 Aggregate Principal Amount of Water & Sewer Revenue Bonds, Series 2026, (the "Bonds") and (B) Any Potential Economic Impact That the Project

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Described Herein, to be Finance With the Proceeds of the Bonds Issued Under the Act, May Have On the Private Sector.

Mayor Gray opened the Public Hearing period at 5:38 PM. Seeing no one wished to speak Mayor Gray closed the Public Hearing at 5:38 PM.

Ben Reeves read the Memo Re: Water/Wastewater Bond Parameters Resolution 2026 provided during the City Council meeting on February 17, 2026.

The City Council, Public Works Director, Brad Hickman and Representative from LRB Public Finance Advisors, Laura Lewis discussed the benefits of the proposed issuance and sale of not more than $220,000,000 in Water and Sewer Revenue Bonds, Series 2026. They explained that the bonds would be used to finance improvements and expansions to the City's water and sewer infrastructure and briefly reviewed the potential economic impact related to the projects.

4. RESOLUTIONS

4.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Form of Preliminary Official Statement Relating to the Sale of the Bonds.

Representative from LRB Public Finance Advisors, Laura Lewis outlined details about the bond issuance and the process moving forward. Councilmember Huish recused himself due to a conflict of interest.

MOTION: *Councilmember Wright moved to approve a Resolution of Eagle Mountain City, Utah, Approving the Form of Preliminary Official Statement Relating to the Sale of the Bonds. Councilmember Wood seconded the motion.*

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

The motion passed with a 4:0 vote.

ADJOURN TO CLOSED SESSION

MOTION: *Councilmember Wood moved to adjourn to a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; a proposed development*

agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Clark seconded the motion.

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

The motion passed with a unanimous vote.

The meeting was adjourned at 6:24 PM to Closed Session.

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

The meeting resumed in the City Hall Conference Room at 7:09 PM.

Director of Administrative Services Kimberly Ruesch and Management Analyst Terrance Dela Pena presented the proposed Fiscal Year 2026-2027 Annual Budget and responded to questions from members the City Council. The topics included Personnel Requests, Establishing Priority & Goals, Compensation Plans and Employee Benefits. The City Council and administrative staff discussed the goals that can move Eagle Mountain forward.

6. DISCUSSION ITEM ONLY/NO ACTION TAKEN – COUNCIL PLANNING

7. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 10:19 PM. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Brett Wright	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 10:19 PM.

Approved by the City Council on March 25, 2026.

_____

Lacie A. Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 25, 2026**
TITLE:	SITE PLAN - Firefly NPA 8 Phase B Plat 4
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Candlelight Homes — Heather Upshaw representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Various (e.g., Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial)...	3.50

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

RECOMMENDATION:
Staff recommends that the Site Plan be approved — subject to project/Applicant compliance with any Council imposed Condition(s) of Approval. Staff and the Planning Commission recommend(ed) screening of HVAC units (either via fencing structures or landscape hedges as deemed appropriate by Council). If landscaping is accepted, Staff suggests that shrubs no smaller than 5-gallons be required.

BACKGROUND:
In 2023, the Pole Canyon 2010 era Master Development Plan and Master Development Agreement were amended and re-stated to recompose the project into the Firefly planned community. The changeover included a collection of changes to layout and building design concepts. Submittal of the Master Site Plan made the subject of this report comes on the heels of the City's approval of the Firefly project. Firefly project "NPA 8 Phase B Plat 4" is one among various anticipated site plans (with associated plats) to be submitted to the City for review and approval.

ITEMS FOR CONSIDERATION:
Site Plan Approval Overview:
Generally, Site Plan approvals depend on compliance with City code and relevant Development Agreements. The approval criteria are outlined in EMMC §§ 17.100.050 & 17.100.060. Site Plans must meet all required elements and code standards. Subjective criteria may apply. Master Site Plans [MSPs] apply to developments over five (5) acres (EMMC § 17.100.040) [even if the MSP is but for one use/building on a property] while projects under five (5) acres on one property in one phase of expected development are classed as standard Site Plan reviews.

Site Plan and Architectural Standards:
City code and the Firefly re-stated MDA and approved Community Plan (pp. 4-10 to 4-14) establish architectural standards for multi-family and townhouse projects & structures. The following standards

are taken from the Firefly Community Plan and are associated with assessed "Finding(s)." Any conflicts between City code and the Community Plan [will] favor the adopted Plan (see Firefly ARMDA, attached paragraph 43) as the Community Plan prevails. Refer to [the] attached plans for details.

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

Building Sizes
Community Plan Requirements: "...[T]ownhomes shall consist of buildings between 1 and 12 units and shall not be greater in 200 feet in length." And, they shall not exceed 40' in height.
Finding(s): Compliant

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

Roofs
Community Plan Requirements: Pitch: "The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12." Type: "Roofing materials should be a minimum of 30-year architectural shingles, metal or membrane roof for flat roofs."
Finding(s): Compliant [gables with eave overhang(s) and architectural shingles]...

Architectural Relief
Community Plan Requirements: "The street-facing portion of [a] building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required adjacent to PTOS (parks/trails/open space) or on the corner-side of corner lots. Street facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials."
Finding(s): Compliant

Architectural Detailing
Community Plan Requirements: Based on concept elevations and as per the above-cited Community Plan allowances/requirements.
Finding(s): Compliant

Exterior Building Materials
Community Plan Requirements: Materials should align with architectural styling; all must be ARC-approved. They are to be consistent with the style of the units, and include masonry, stucco, fiber-cement type siding, metal architectural paneling etc.
Finding(s): Compliant (comparable to previously approved materials types and compositions as well)

Building Colors
Community Plan Requirements: N/A
Finding(s): Compliant; reflective of what is/was contemplated in the Community Plan (comparable to previously approved colors as well)

Garage Doors
Community Plan Requirements: As per approved Community Plan elevation styling.
Finding(s): Compliant

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

Mailbox Structures
City Requirements: Any cluster mailboxes should harmonize with the buildings.
Community Plan Requirements: N/A
Finding(s): Expected to comply with City and U.S.P.S. policies.

Mechanical Equipment
City Requirements: Must be screened from public view.
Community Plan Requirements: N/A
Finding(s): Anticipated to be compliant; meters on/at end walls...a/c condenser units and any screening thereof not depicted. Recommended condition proposed that they be screened. Applicant request, PC recommended that screening be done via landscaping vs. a structure.

Storage, Loading Areas, and Trash Enclosures
City Requirements: Outdoor storage/trash enclosure areas must be screened.
Community Plan Requirements: None stated.
Finding(s): N/A; Individual units will have their own trash cans.

Parking Provision
Community Plan Requirements: Based on bedroom count; 1-bedroom 1.75 spaces reqd., 2-bedrooms 2.5 spaces reqd., 3-bedrooms 3 spaces reqd., 4-bedroom 3.5 spaces reqd., spaces min. 8' x 18' and garages 20' x 20' per approved Plan. At 42 units x 3/unit = 126; City requirement adds 1 space per 3 units (14 extra uncovered required...14 proposed)
Finding(s): Compliant; Units are apparently all 3-bedroom. Total parking required [using the most restrictive requirement(s)] at 126 + 14 = 140. Total provided = 182 spaces (double car garages, driveways, and 14 guest open air guest spaces

Access and Streets
Community Plan Requirements: Must conform to approved CP standards.
Finding(s): Compliant.

Screening (fencing etc.)
Community Plan Requirements: Fences or walls in front or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced in.
Finding(s): Fencing not depicted in plans. As noted above, the HVAC condenser units must be screened. See proposed Planning Commission Condition of Approval. (In lieu of some kind of shortened fence as screening, the Planning Commission agreed with the project representative that

shrubbery could be allowed as a substitute. If allowed, Staff recommends that shrubs be a min. of 5-gallons.)

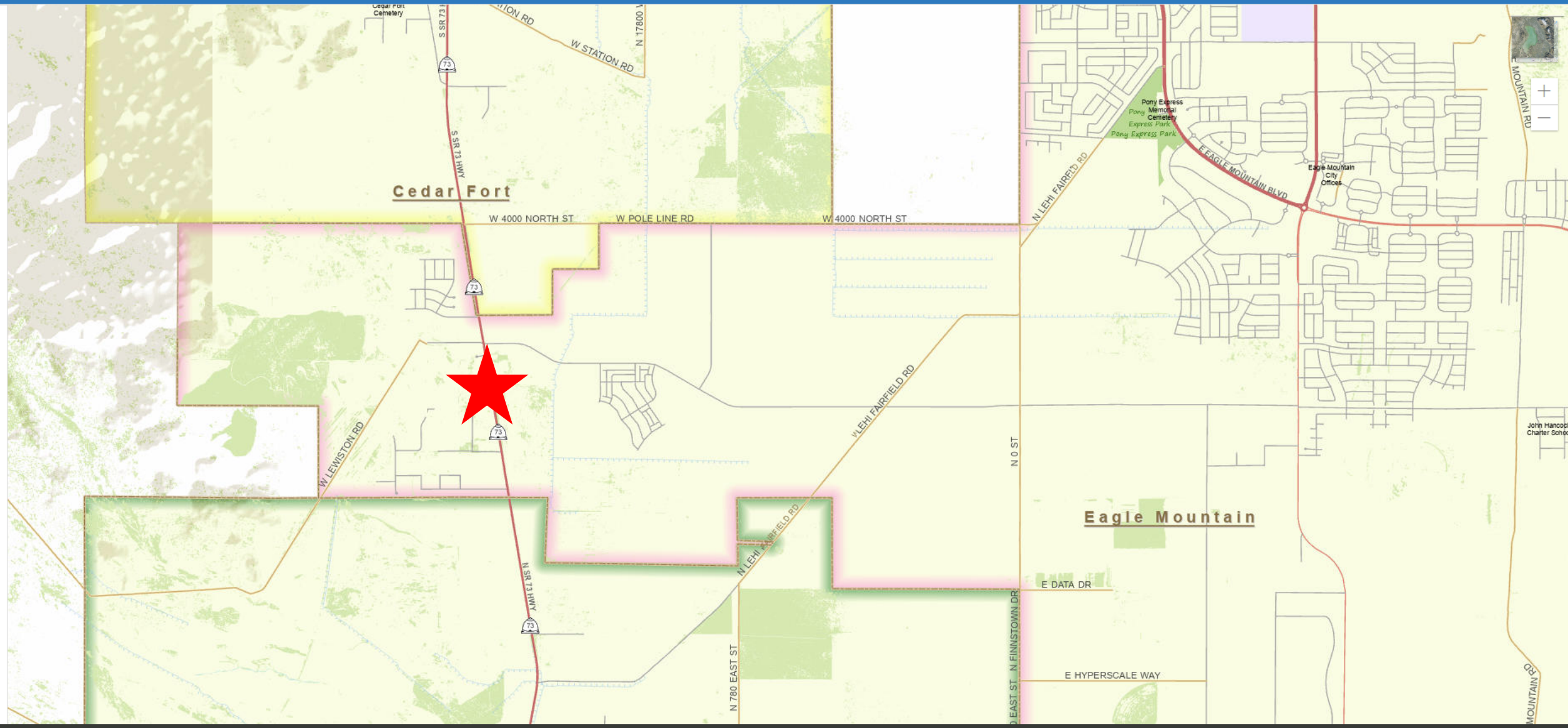
Open Space and Amenities
Community Plan Requirements: As specified in Firefly documents. Landscaped open space/common area surrounds buildings (see landscape plan).
Finding(s): Compliant (see also attached landscape plan)

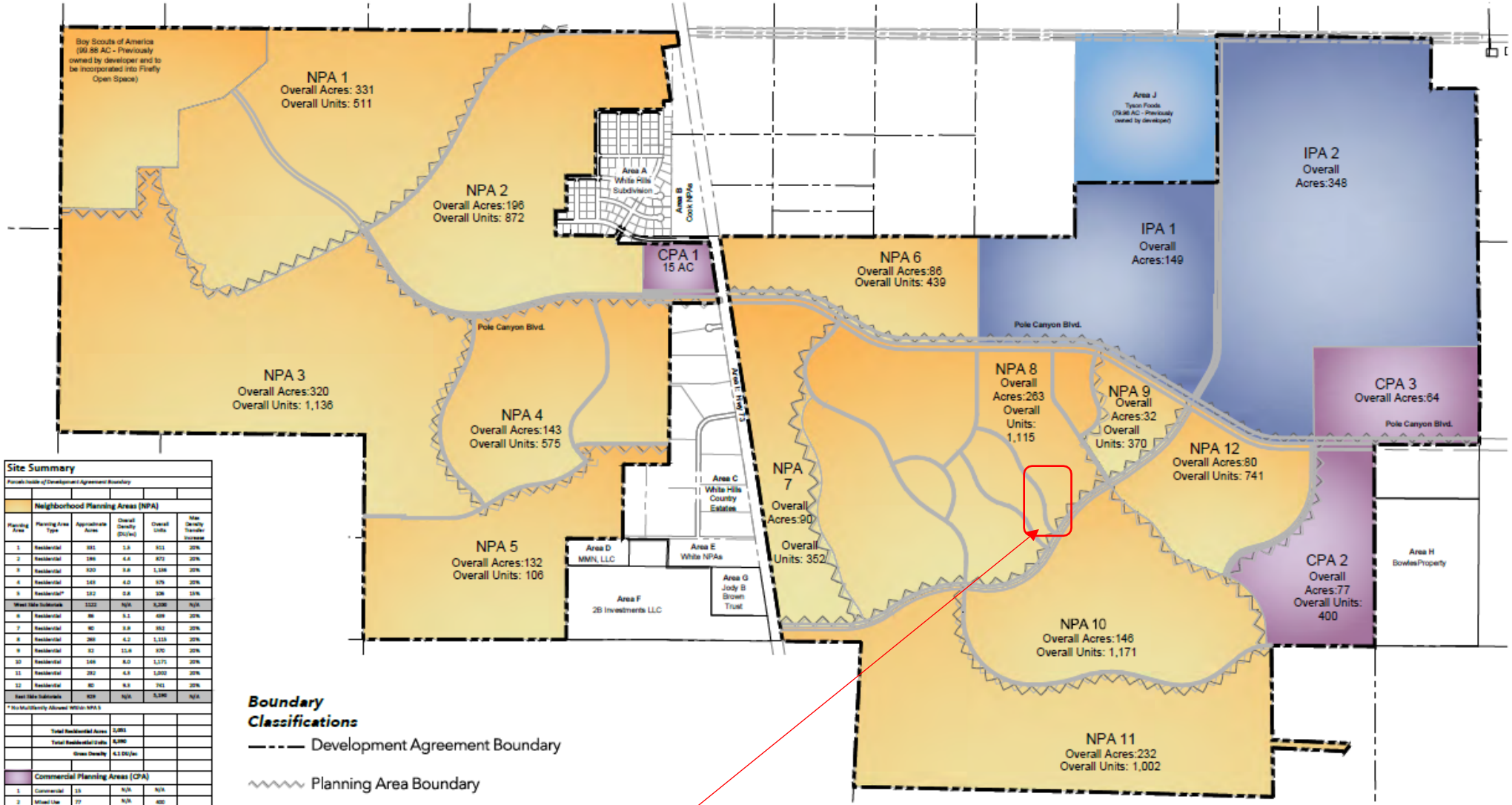
Setbacks Callout(s):
Community Plan Requirements: For rear-loaded townhomes — front (living space) 10', garage 3', rear 3', rear building spacing 30', side(s) 15', side building spacing 15', corner/street side 15'; maximum building height 40'; easements as needed...no min. frontage requirement(s)
Finding(s): Compliant

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission, during their March 10, 2026, public hearing regarding this matter, recommended that the City Council approve the site plan subject to use of shrubbery to screen HVAC equipment.

ATTACHMENTS:
1. Presentation
2. Site Plan
3. Architectural Plans
4. Landscape Plan
5. Approved Firefly Community Plan

8.A
Firefly NPA 8 B4
Site Plan


Cedar Fort
Eagle Mountain
W 4000 NORTH ST
W POLE LINE RD
W STATION RD
S SR 73 HWY
N SR 73 HWY
W LEWISTON RD
N LEHI FAIRFIELD RD
E LEHI FAIRFIELD RD
N 780 EAST ST
N 0 ST
E DATA DR
E HYPERSCALE WAY
E EAGLE MOUNTAIN BLVD
Pony Express Memorial Cemetery
Pony Express Park
Eagle Mountain City Offices
Cedar Fort Cemetery



Site Summary

Parcels Inside of Development Agreement Boundary

	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1122	N/A	3,200	N/A
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		829	N/A	5,190	N/A
* No Multifamily Allowed Within NPA 5					
	Total Residential Acres	1,951			
	Total Residential Units	8,390			
	Gross Density	4.3 DU/ac			
	Commercial Planning Areas (CPA)				
1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	44	N/A	N/A	
	Industrial Planning Areas (IPA)				
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
	Total NPA Acres	2051			
	Total CPA Acres	136			
	Total IPA Acres	497			
	Tyson Foods Acreage	80			
	Total Dev. Agreement Acres	2764			
	Total Residential Units	8,790			
	Gross Density	4.16 DU/ac			

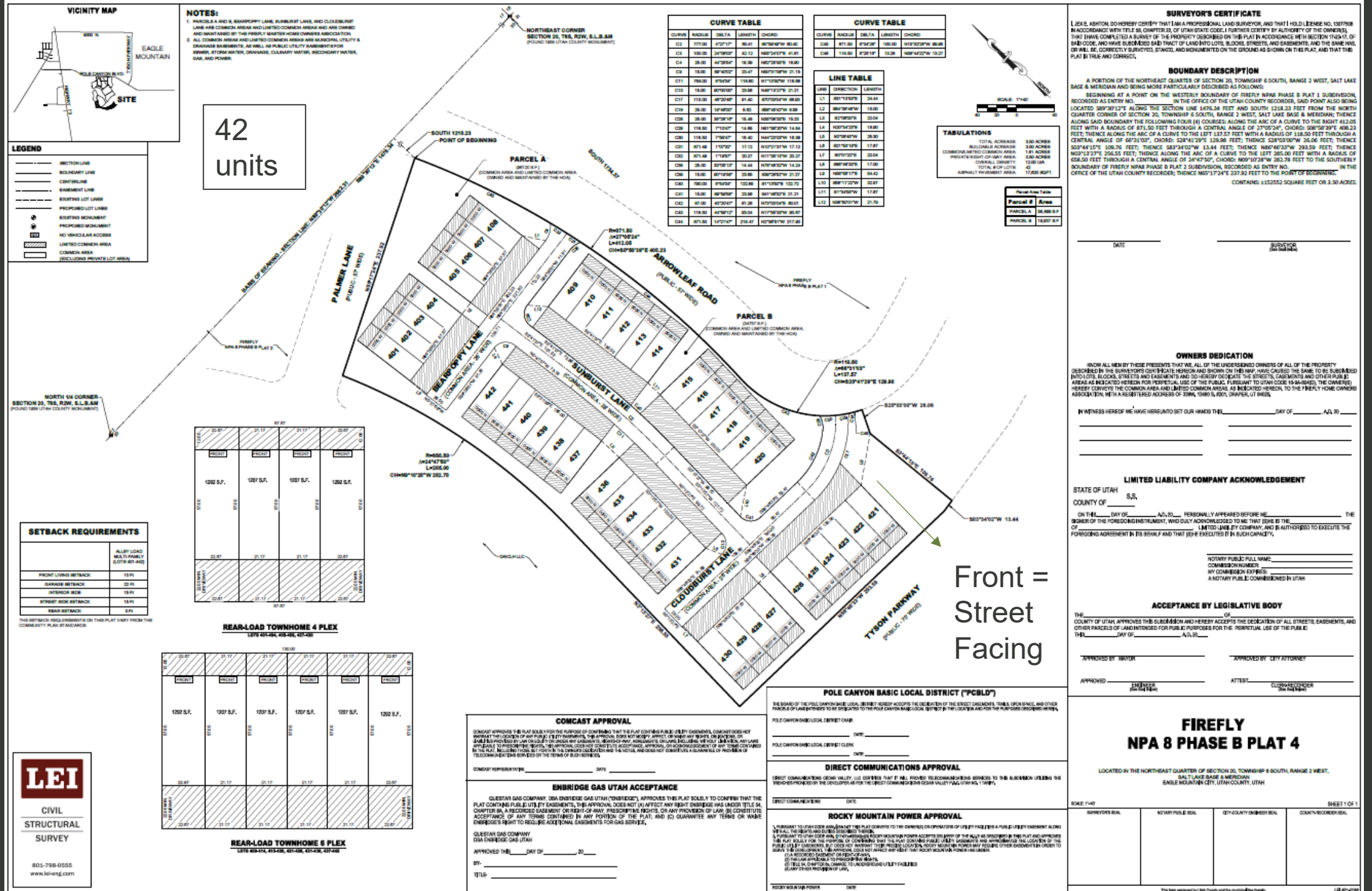
Boundary Classifications

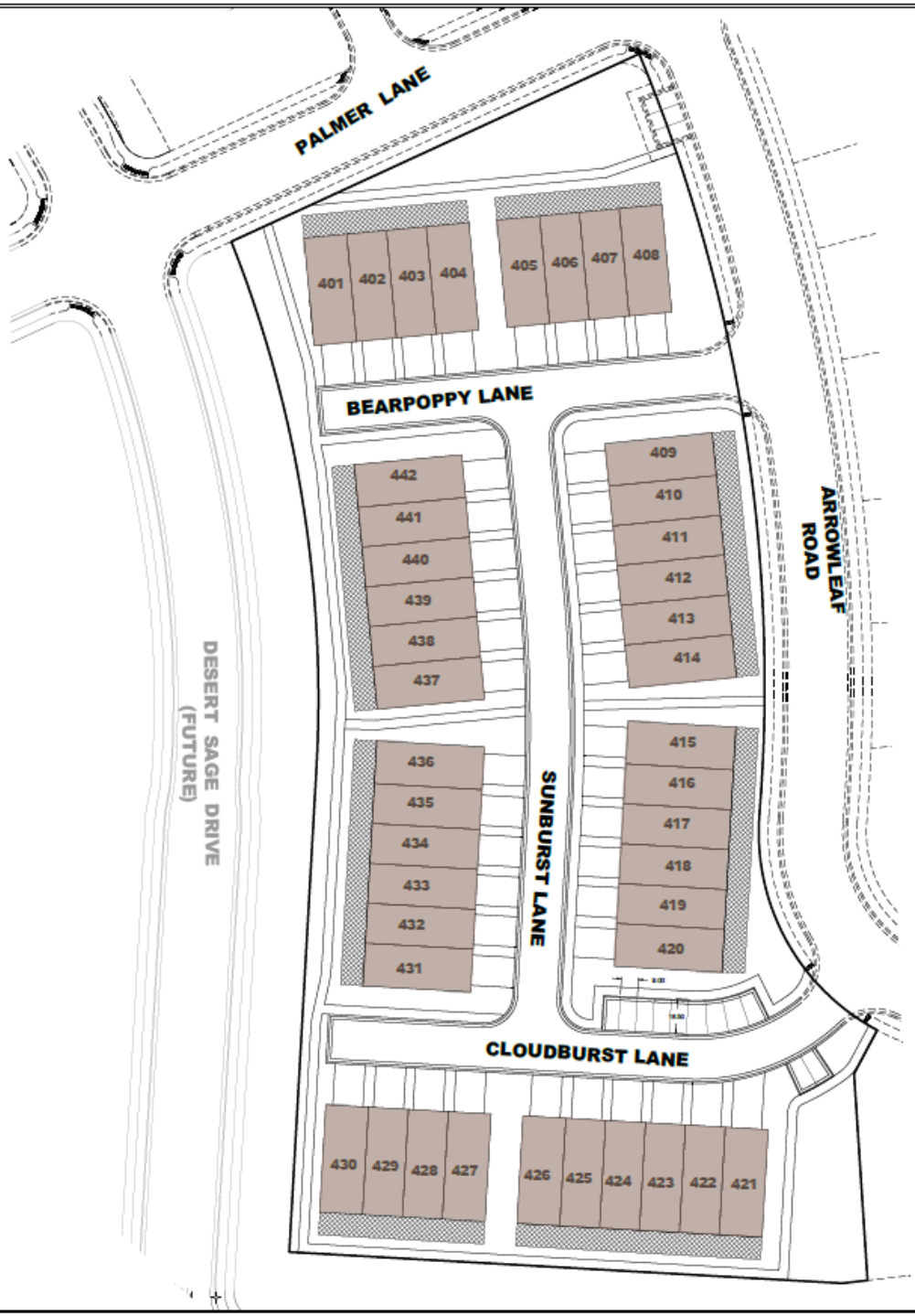
——— Development Agreement Boundary

~~~~ Planning Area Boundary

NOTE:

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


VICINITY MAP
EAGLE MOUNTAIN
SITE
NOTES:
1. PARCELS A AND B, SWARTOPPY LANE, SUNBURST LANE, AND CLOUDBURST LANE ARE COMMON AREAS AND LIMITED COMMON AREAS ARE ARE OWNED AND MAINTAINED BY THE FIREFLY MASTER HOME OWNERS ASSOCIATION.
2. ALL COMMON AREAS AND LIMITED COMMON AREAS ARE MUNICIPAL UTILITY & DRAINAGE EASEMENTS. AN WELL, AS PUBLIC UTILITY EASEMENTS FOR SEWER, STORM WATER, DRAINAGE, CULINARY WATER, SECONDARY WATER, GAS, AND POWER.
42 units
LEGEND
SECTION LINE
BOUNDARY LINE
CENTERLINE
EASEMENT LINE
EXISTING LOT LINES
PROPOSED LOT LINES
EXISTING MONUMENT
PROPOSED MONUMENT
NO VEHICULAR ACCESS
LIMITED COMMON AREA
COMMON AREA (EXCLUDING PRIVATE LOT AREA)
NORTHEAST CORNER SECTION 20, T6S, R2W, S.L.B.&M (FOUND 1988 UTAH COUNTY MONUMENT)
NORTH 1/4 CORNER SECTION 20, T6S, R2W, S.L.B.&M (FOUND 1988 UTAH COUNTY MONUMENT)
SOUTH 1318.23 POINT OF BEGINNING
BASE OF BEARING - SECTION LINE: N89°30'12"E 2650.31'
PARCEL A
(COMMON AREA AND LIMITED COMMON AREA OWNED AND MAINTAINED BY THE HOA)
PARCEL B
(COMMON AREA AND LIMITED COMMON AREA OWNED AND MAINTAINED BY THE HOA)
PALMER LANE
PUBLIC - 57' WIDE
ARROWLEAF ROAD
PUBLIC - 57' WIDE
BEARPOPPY LANE
(COMMON AREA - 26' WIDE)
SUNBURST LANE
(COMMON AREA - 26' WIDE)
CLOUDBURST LANE
(COMMON AREA - 26' WIDE)
TYSON PARKWAY
(PUBLIC - 70' WIDE)
FIREFLY NPA 8 PHASE B PLAT 2
FIREFLY NPA 8 PHASE B PLAT 1
R=971.50 Δ=27°05'24" L=412.05 CH=S85°59'29"E 408.23
R=110.50 Δ=66°51'03" L=137.57 CH=S29°41'29"E 129.86
R=650.50 Δ=24°47'50" L=266.00 CH=N8°10'26"W 262.76
S89°30'12"W 1218.23
S00°29'48"E 1476.34
S00°03'05"W 26.06
S03°34'02"W 13.44
N89°45'57"W 293.59
N00°03'05"E 256.55
S89°56'55"E 293.59
DAGLH LLC
CURVE TABLE
CURVE TABLE
LINE TABLE
SCALE 1"=60'
TABULATIONS
Parcel Area Table
Parcel # Area
PARCEL A 38,680 SQ.F.
PARCEL B 19,657 SQ.F.
SETBACK REQUIREMENTS
ALLEY LOAD MULTI-FAMILY (LOTS 401-442)
FRONT LIVING SETBACK 10 Ft.
GARAGE SETBACK 22 Ft.
INTERIOR SIDE 10 Ft.
STREET SIDE SETBACK 15 Ft.
REAR SETBACK 3 Ft.
THE SETBACK REQUIREMENTS ON THIS PLAT VARY FROM THE COMMUNITY PLAN STANDARDS
REAR-LOAD TOWNHOME 4 PLEX
LOTS 401-404, 405-408, 437-440
REAR-LOAD TOWNHOME 6 PLEX
LOTS 409-414, 415-420, 421-426, 427-436, 437-442
Front = Street Facing
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CIVIL
STRUCTURAL
SURVEY
801-798-0555
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COMCAST APPROVAL
ENBRIDGE GAS UTAH ACCEPTANCE
POLE CANYON BASIC LOCAL DISTRICT ("PCBLD")
DIRECT COMMUNICATIONS APPROVAL
ROCKY MOUNTAIN POWER APPROVAL
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF FIREFLY NPA8 PHASE B PLAT 1 SUBDIVISION, RECORDED AS ENTRY NO. IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT ALSO BEING LOCATED S89°30'12"E ALONG THE SECTION LINE 1476.34 FEET AND SOUTH 1218.23 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF A CURVE TO THE RIGHT 412.05 FEET WITH A RADIUS OF 871.50 FEET THROUGH A CENTRAL ANGLE OF 27°05'24", CHORD: S86°56'39"E 408.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 137.57 FEET WITH A RADIUS OF 118.50 FEET THROUGH A CENTRAL ANGLE OF 66°31'03", CHORD: S28°41'29"E 129.86 FEET; THENCE S28°03'05"W 26.06 FEET; THENCE S03°44'15"E 109.76 FEET; THENCE S83°34'02"W 13.44 FEET; THENCE N86°46'33"W 293.59 FEET; THENCE N03°13'27"E 256.55 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 285.00 FEET WITH A RADIUS OF 656.50 FEET THROUGH A CENTRAL ANGLE OF 24°47'50", CHORD: N09°10'28"W 282.78 FEET TO THE SOUTHERLY BOUNDARY OF FIREFLY NPA8 PHASE B PLAT 2 SUBDIVISION, RECORDED AS ENTRY NO. IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE N65°17'24"E 237.92 FEET TO THE POINT OF BEGINNING.
CONTAINS: ±152552 SQUARE FEET OR 3.50 ACRES.
OWNERS DEDICATION
LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT
ACCEPTANCE BY LEGISLATIVE BODY
FIREFLY
NPA 8 PHASE B PLAT 4
LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1"=40'
SHEET 1 OF 1
SURVEYOR'S SEAL
NOTARY PUBLIC SEAL
CITY-COUNTY ENGINEER SEAL
COUNTY RECORDER SEAL





MULTI-FAMILY FAMILY LOTS	FRONT	GARAGE	REAR	REAR BUILDING SPACING	SIDE	SIDE BUILDING SPACING	CORNER
REAR LOAD TOWN	10'	22'	3'	30'	10'	15'	15'

THE SET BACK REQUIREMENTS ON THIS PLAT VARY FROM THE COMMUNITY PLAN STANDARDS

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NOT FOR CONSTRUCTION

firefly NPA 8 PHASE B - PLAT 4
EAGLE MOUNTAIN, UTAH

LOT SUMMARY

REVISIONS
1
2
3
4
5

LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: 1"=30'
DATE: 03/04/2026

SHEET 103



BUILDING RENDERING IS CONCEPTUAL, FINAL DESIGN MAY DIFFER SLIGHTLY. SEE D200 SERIES SHEETS FOR FINAL DESIGN FEATURES.

Think Architecture

CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

5-PLEX-01 REAR LOAD
EXTERIOR VIEW

D102

03 FEB 2026



Front Door
Manufacturer:
TBD
Color:
SW 6006 Black Bean

Win, Dr & Band Trim
Manufacturer:
TBD
Color:
SW 7008 Alabaster



Timbers
Manufacturer:
TBD
Color:
SW 3533 Leeward



Siding - Color 1
Manufacturer:
TBD
Color:
SW 7008 Alabaster



Siding - Color 2
Manufacturer:
TBD
Color:
JH Aged Pewter

Board and Batt
Manufacturer:
TBD
Color:
SW 7008 Alabaster



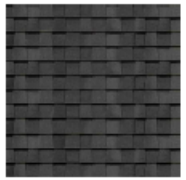
Windows
Manufacturer:
Anderson
Color:
Dark Bronze



Garage Door
Manufacturer:
CHI
Color:
Bronze



Alum Fascia/Sofit
Manufacturer:
Mastic
Color:
Dark Bronze



Roofing
Manufacturer:
CertianTeed
Color:
Moire Black

COLOR SCHEME - TOWNHOMES

Think Architecture

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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

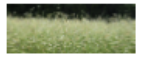
COLOR/MATERIAL BOARD

D501

03 FEB 2026

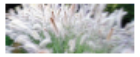
CONCEPTUAL PLANT PALETTE

ORNAMENTAL GRASSES

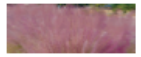

BLONDE AMBITION GRASS


COOL AS ICE BLUE FESCUE GRASS


ELIJAH BLUE FESCUE


HAMELN DWARF FOUNTAIN GRASS


LITTLE BUNNY DWARF FOUNTAIN GRASS


REGAL MIST MUHLY GRASS


INDIAN STEEL GRASS


KARL FORESTER


KARLEY ROSE FOUNTAIN GRASS

EVERGREEN TREES


ARIZONA CYPRESS


ARNOLD SENTINEL AUSTRIAN PINE


VANDERWOLF'S PYRAMID LIMBER PINE

SOD


IRRIGATED TURF

DECIDUOUS TREES


BUR OAK


COMMON HACKBERRY


FRONTIER ELM


GOLDEN RAIN TREE


GREENSPIRE LINDEN


LONDON PLANE TREE


NARROW LEAF COTTONWOOD


SKYLINE HONEYLOCUST

ORNAMENTAL TREES


SPRING SNOW CRABAPPLE


JAPANESE FLOWERING CHERRY


THORNLESS COCKSPUR HAWTHORN

PERCENTAGES

11% (.1 ACRES) IRRIGATED TURF
65% (.57 ACRES) DROUGHT TOLERANT PLANTING BEDS
16% (.14 ACRES) PERMEABLE PAVING
8% (.08 ACRES) ACTIVE RECREATION AREA
.89 ACRES CUMULATIVE LANDSCAPED AREAS



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FOR INTERNAL REVIEW: NOT FOR CONSTRUCTION

FIREFLY NPA 8 PLAT B4
PRELIMINARY LANDSCAPE PLANS
CITY OF EAGLE MOUNTAIN, UTAH

PROJECT NUMBER:
DATE: 03/06/2026
DESIGNED: GW/AP
DRAWN: EK/EL
CHECKED: WC
REVISIONS:
JOB DESCRIPTION: SCHEMATIC PLAN
SHEET TITLE: NPA 8 PLAT B4
SHEET NUMBER: L100

NPA 8 - PHASE B
PLAT 4

EAGLE MOUNTAIN CITY, UTAH



NORTH

SCALE: 1"=30'

30 15 0 30

VICINITY MAP

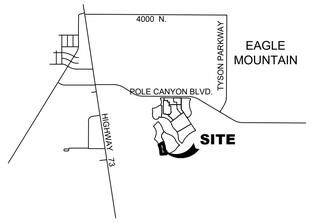


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SHEET 301	STREET LIGHT/SIGNAGE PLAN
SHEET 401	GRADING PLAN
SHEET 501	BEARPOPPY LANE / SUNRISE LANE P&P
SHEET 502	CLOUDBURST LANE P&P
SHEET 601	DETAILS 1
SHEET 701	EROSION CONTROL PLAN
SHEET 702	EROSION CONTROL DETAILS
	LANDSCAPE PLANS

TABULATIONS

TOTAL ACREAGE:	3.50 ACRES
BUILDABLE ACREAGE:	3.50 ACRES
COMMON/LIMITED COMMON AREA:	1.81 ACRES
PRIVATE RIGHT-OF-WAY AREA:	0.50 ACRES
OVERALL DENSITY:	12.00 U/A
TOTAL # OF LOTS:	42
ASPHALT PAVEMENT AREA:	17,620 SQFT.

COMMUNITY PLAN PARKING REQUIREMENT
PARKING STALLS REQUIRED: 126 (3 STALLS/UNITS)
PARKING STALLS PROVIDED: 168**

**PROVIDED INCLUDES GARAGES AND DRIVEWAY PARKING PER THE APPROVED FIREFLY COMMUNITY PLAN.

CITY PARKING REQUIREMENT
VISITOR PARKING STALLS REQUIRED: 14 (1 STALL/3 UNITS)
VISITOR PARKING PROVIDED: 14*

*PARKING INCLUDES 3 STALLS INSTALLED WITH PHASE B - PLAT 1

NOTES

1. ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. INSTALL ADA RAMPS PER APWA STANDARDS AT ALL INTERSECTIONS ACCORDING TO CITY STANDARDS.
4. ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
5. SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE WHERE NECESSARY.
6. ALL FILL AREAS SHALL REQUIRE TESTED MATERIAL THAT MEETS COMPACTION STANDARDS AS REQUIRED BY EAGLE MOUNTAIN CITY.
7. ANY DISTURBED AREAS OUTSIDE THE PHASE SHALL BE RE-SEEDED IF THE FUTURE DEVELOPMENT DOESN'T OCCUR FOR MORE THAN 2 YEARS
8. NO DEFLECTIONS ALLOWED ON WATERLINES.
9. ALL WATER TEES AND CROSSES TO BE FLANGED WITH FLANGED VALVES.

LEGEND

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

DEVELOPER / OWNER

Candlelight homes. We Build Beautiful.

DAI UTAH
14034 SOUTH, 145 E #204
DRAPER, UT.
84020

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

FIREFLY NPA 8 PHASE B
PLAT 4

LEI
CIVIL
STRUCTURAL
SURVEY

801-798-0555
www.lei-eng.com

NOT FOR CONSTRUCTION

Firefly
NPA 8 PHASE B - PLAT 4
EAGLE MOUNTAIN, UTAH
COVER

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: 1"=30'
DATE: 03/04/2026

SHEET 101

I:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\[PW] NPA 8 PHASE B\PLAT B4\2021-0080 B-4 FINAL.DWG 3/4/2026 6:52 AM

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSPECTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
2. CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES FIVE DAYS PRIOR TO A PRE-CONSTRUCTION MEETING.
3. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
4. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
5. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, (1) THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.
6. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
7. ALL TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
9. CONTRACTOR TO VERIFY EXISTING CONDITIONS, TIE IN POINTS, UTILITY CONNECTIONS, ETC. PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
10. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCHMARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
11. CONTRACTOR TO FURNISH, MAINTAIN, AND RESTORE ALL SURVEY MONUMENTS AND MONUMENT REFERENCE MARKERS WITHIN THE PROJECT SITE. CONTRACTOR TO CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT PERMITTING, LOCATIONS AND CONSTRUCTION DETAILS.
12. ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

GENERAL CLEARING AND GRADING NOTES

1. CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
2. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY LEI ENGINEERS (UNLESS OTHERWISE NOTED). IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.
3. ALL EARTH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S REPORT.
4. WHEN USING ELECTRONIC FILES OF MASS GRADING SITES PREPARED BY LEI THE CONTRACTOR MUST USE THE DIGITAL TERRAIN MODEL CREATED BY AUTODESK CIVIL 3D AND NOT A REPRODUCTION OF PROPOSED CONTOURS. LEI IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS AND/OR DISCREPANCIES DUE TO CONVERSION OR USE OF ELECTRONIC FILES.
5. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
6. EROSION CONTROL - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAINTAINING THE APPROPRIATE PERMITS AND INSPECTIONS. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL UTILITY NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING BLUE STAKES FOR MARKINGS TO VERIFY ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND FOR ALL INTERRUPTIONS CAUSED BY THE RESULTS OF HIS WORK.
2. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
3. START AT THE LOW END OF ALL GRAVITY FEED LINES AND WORK UPHILL. DO NOT DRY START GRAVITY FEED LINES THAT TIE INTO EXISTING GRAVITY LINES. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
4. CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF-SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
5. ANY POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING UTILITIES, NOR FOR ANY NEW UTILITY SERVICES. CONTRACTOR TO SUBMIT SITE PLAN TO APPROPRIATE UTILITY PROVIDER FOR DESIGN OF SERVICE CONNECTIONS.
6. ALL DIMENSIONS, GRADES AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXISTS PRIOR TO CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
7. ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.
8. THE DRY START OF ANY UTILITY WITHOUT DIRECT CONNECTION TO EXISTING UTILITY INFRASTRUCTURE IS HIGHLY DISCOURAGED UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER. LEI IS NOT RESPONSIBLE FOR ANY ISSUES OR CHANGES RESULTING FROM SUCH CONSTRUCTION METHODS.
9. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER AND AT THE SOLE RISK OF THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER.
10. CONTRACTOR IS RESPONSIBLE TO REMOVE, SALVAGE, AND REPLACE FENCE LINES WHICH ARE DISTURBED DURING CONSTRUCTION.
11. SANITARY SEWER TO BE INSTALLED A MINIMUM OF 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ALL WATER LINES.
12. ALL PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.
13. UTILITY LATERAL TO BE INSTALLED PER CITY STANDARD LOCATION UNLESS OTHERWISE NOTED.

ELECTRONIC FILE NOTES

1. THE HARD COPIES OF THIS INFORMATION WILL GOVERN OVER THE ELECTRONIC DATA IN THE EVENT ANY DISCREPANCIES ARE FOUND WITH THE INFORMATION. PLEASE CONTACT LEI BEFORE CONSTRUCTION IF ANY DISCREPANCIES ARE FOUND.
2. THE INFORMATION RECORDED ON OR TRANSMITTED AS ELECTRONIC MEDIA WAS CREATED USING AUTODESK CIVIL 3D 2025 SOFTWARE. THEREFORE, THE INFORMATION IS SUBJECT TO UNDETECTABLE ALTERATION, EITHER INTENTIONAL OR UNINTENTIONAL DUE TO, AMONG OTHER CAUSES, TRANSMISSION, CONVERSION, MEDIA DEGRADATION, SOFTWARE ERROR, OR HUMAN ALTERATION.

EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER:

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

WATER:

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

STORM DRAIN:

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

ROAD SECTION:

1. PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: i.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
2. UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
3. COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 psi CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (½" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE ½" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE ½" TO ⅔" DOWN FROM ASPHALT EDGE.

ABBREVIATIONS

NG	NATURAL GROUND
FG	FINISH GRADE
FS	FINISH SURFACE
EG	EXISTING GRADE
EX	EXISTING
TOW	TOP OF WALL
BOW	BOTTOM OF WALL
FF	FINISH FLOOR
GFF	GARAGE FINISH FLOOR
FH	FIRE HYDRANT
PI	PRESSURIZED IRRIGATION
CB	CATCH BASIN
SMH	SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE

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Firefly

NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

GENERAL NOTES

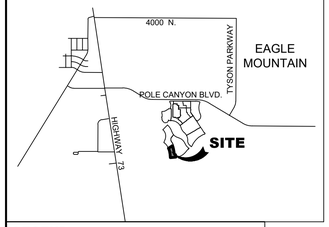
REVISIONS
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LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: NONE
DATE: 03/04/2026

SHEET 102

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VICINITY MAP

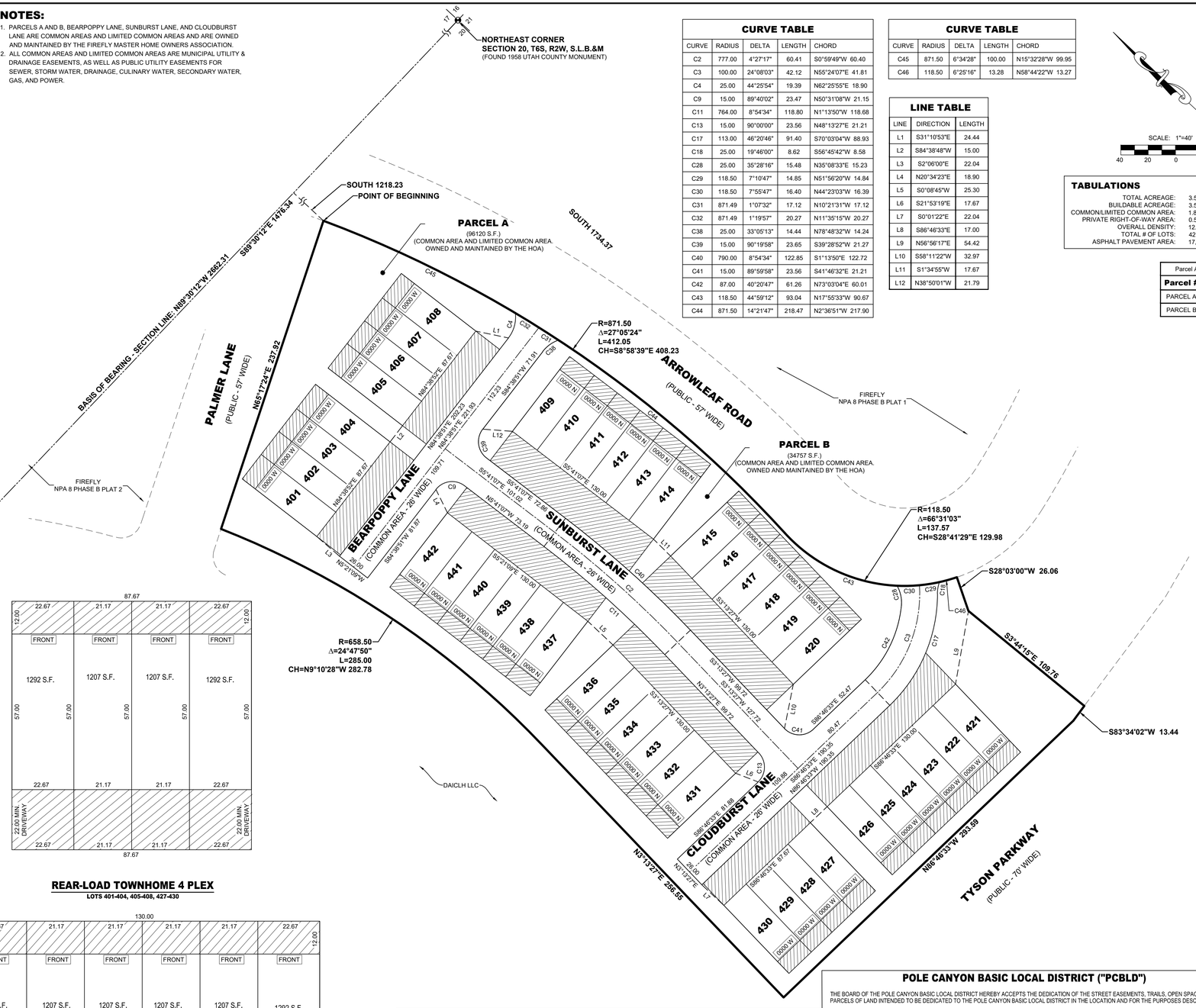


NOTES:

1. PARCELS A AND B, BEARPOPPY LANE, SUNBURST LANE, AND CLOUDBURST LANE ARE COMMON AREAS AND LIMITED COMMON AREAS AND ARE OWNED AND MAINTAINED BY THE FIREFLY MASTER HOME OWNERS ASSOCIATION.
2. ALL COMMON AREAS AND LIMITED COMMON AREAS ARE MUNICIPAL UTILITY & DRAINAGE EASEMENTS, AS WELL AS PUBLIC UTILITY EASEMENTS FOR SEWER, STORM WATER, DRAINAGE, CULINARY WATER, SECONDARY WATER, GAS, AND POWER.

LEGEND

- SECTION LINE
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- NO VEHICULAR ACCESS (N/A)
- LIMITED COMMON AREA
- COMMON AREA (EXCLUDING PRIVATE LOT AREA)



CURVE TABLE

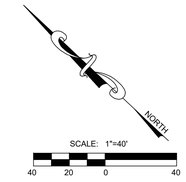
CURVE	RADIUS	DELTA	LENGTH	CHORD
C2	777.00	4°27'17"	60.41	S0°59'49"W 60.40
C3	100.00	24°08'03"	42.12	N55°24'07"E 41.81
C4	25.00	44°25'54"	19.39	N62°25'55"E 18.90
C9	15.00	89°40'02"	23.47	N50°31'08"W 21.15
C11	764.00	8°54'34"	118.80	N11°13'50"W 118.68
C13	15.00	90°00'00"	23.56	N48°13'27"E 21.21
C17	113.00	46°20'46"	91.40	S70°03'04"W 88.93
C18	25.00	19°46'00"	8.62	S56°45'42"W 8.58
C28	25.00	35°28'16"	15.48	N35°08'33"E 15.23
C29	118.50	7°10'47"	14.85	N51°56'20"W 14.84
C30	118.50	7°55'47"	16.40	N44°23'03"W 16.39
C31	871.49	1°07'32"	17.12	N10°21'31"W 17.12
C32	871.49	1°19'57"	20.27	N11°35'15"W 20.27
C38	25.00	33°05'13"	14.44	N78°48'32"W 14.24
C39	15.00	90°19'58"	23.65	S39°28'52"W 21.27
C40	790.00	8°54'34"	122.85	S11°13'50"E 122.72
C41	15.00	89°59'58"	23.56	S41°46'32"E 21.21
C42	87.00	40°20'47"	61.26	N73°03'04"E 60.01
C43	118.50	44°59'12"	93.04	N17°55'33"W 90.67
C44	871.50	14°21'47"	218.47	N2°36'51"W 217.90

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C45	871.50	6°34'28"	100.00	N15°32'28"W 99.95
C46	118.50	6°25'16"	13.28	N58°44'22"W 13.27

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S31°10'53"E	24.44
L2	S84°38'48"W	15.00
L3	S2°06'00"E	22.04
L4	N20°34'23"E	18.90
L5	S0°08'45"W	25.30
L6	S21°53'19"E	17.67
L7	S0°01'22"E	22.04
L8	S86°46'33"E	17.00
L9	N56°56'17"E	54.42
L10	S58°11'22"W	32.97
L11	S1°34'55"W	17.67
L12	N38°50'01"W	21.79



TABULATIONS

TOTAL ACREAGE:	3.50 ACRES
BUILDABLE ACREAGE:	3.50 ACRES
COMMON/LIMITED COMMON AREA:	1.81 ACRES
PRIVATE RIGHT-OF-WAY AREA:	0.50 ACRES
OVERALL DENSITY:	12.00 U/A
TOTAL # OF LOTS:	42
ASPHALT PAVEMENT AREA:	17,620 SQFT.

Parcel Area Table	
Parcel #	**Area**
PARCEL A	58,899 S.F
PARCEL B	19,937 S.F

SETBACK REQUIREMENTS

	ALLEY LOAD MULTI-FAMILY (LOTS 401-442)
FRONT LIVING SETBACK	10 Ft
GARAGE SETBACK	22 Ft
INTERIOR SIDE	15 Ft
STREET SIDE SETBACK	15 Ft
REAR SETBACK	3 Ft

THE SETBACK REQUIREMENTS ON THIS PLAT VARY FROM THE COMMUNITY PLAN STANDARDS

REAR-LOAD TOWNHOME 4 PLEX
LOTS 401-404, 405-408, 427-430

REAR-LOAD TOWNHOME 6 PLEX
LOTS 409-414, 415-420, 421-426, 431-436, 437-442

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COMCAST APPROVAL

COMCAST APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. COMCAST DOES NOT WARRANT THE LOCATION OF ANY PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATION, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PROVISION OF TELECOMMUNICATIONS SERVICES OR THE TERMS OF SUCH SERVICES.

COMCAST REPRESENTATIVE_____ DATE _____

ENBRIDGE GAS UTAH ACCEPTANCE

QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT, AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE.

QUESTAR GAS COMPANY
DBA ENBRIDGE GAS UTAH

APPROVED THIS_____DAY OF_____, 20____

BY- _____

TITLE- _____

POLE CANYON BASIC LOCAL DISTRICT ("PCBLD")

THE BOARD OF THE POLE CANYON BASIC LOCAL DISTRICT HEREBY ACCEPTS THE DEDICATION OF THE STREET EASEMENTS, TRAILS, OPEN SPACE, AND OTHER PARCELS OF LAND INTENDED TO BE DEDICATED TO THE POLE CANYON BASIC LOCAL DISTRICT IN THE LOCATION AND FOR THE PURPOSES DESCRIBED HEREIN.

POLE CANYON BASIC LOCAL DISTRICT CHAIR

_____ DATE: _____

POLE CANYON BASIC LOCAL DISTRICT CLERK

_____ DATE: _____

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

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 M.U.E AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   (4) ANY OTHER PROVISION OF LAW.

_____
ROCKY MOUNTAIN POWER DATE

SURVEYOR'S CERTIFICATE

I, JEX E. ASHTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 13077508 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF FIREFLY NPA8 PHASE B PLAT 1 SUBDIVISION, RECORDED AS ENTRY NO. _____ IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT ALSO BEING LOCATED S89°30'12"E ALONG THE SECTION LINE 1476.34 FEET AND SOUTH 1218.23 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF A CURVE TO THE RIGHT 412.05 FEET WITH A RADIUS OF 871.50 FEET THROUGH A CENTRAL ANGLE OF 27°05'24", CHORD: S08°58'39"E 408.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 137.57 FEET WITH A RADIUS OF 118.50 FEET THROUGH A CENTRAL ANGLE OF 66°31'03", CHORD: S28°41'29"E 129.98 FEET; THENCE S28°03'00"W 26.06 FEET; THENCE S03°44'15"E 109.76 FEET; THENCE S83°34'02"W 13.44 FEET; THENCE N86°46'33"W 293.59 FEET; THENCE N03°13'27"E 256.55 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 285.00 FEET WITH A RADIUS OF 658.50 FEET THROUGH A CENTRAL ANGLE OF 24°47'50", CHORD: N09°10'28"W 282.78 FEET TO THE SOUTHERLY BOUNDARY OF FIREFLY NPA8 PHASE B PLAT 2 SUBDIVISION, RECORDED AS ENTRY NO. _____ IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE N65°17'24"E 237.92 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±152552 SQUARE FEET OR *3.50 ACRES.*

_____ _____
DATE SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA AND LIMITED COMMON AREAS, AS INDICATED HEREON, TO THE FIREFLY HOME OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 339W. 13490 S. #201, DRAPER, UT 84020.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS_____ DAY OF _____, A.D. 20 _____

_____ _____
_____ _____
_____ _____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THIS_____ DAY OF_____, A.D. 20___, PERSONALLY APPEARED BEFORE ME_____ THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE _____ OF _____, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

_____
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE_____ OF _____
COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF_____, A.D. 20___

_____ _____
APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

APPROVED _____ ATTEST_____
ENGINEER CLERK-RECORDER
(See Seal Below) (See Seal Below)

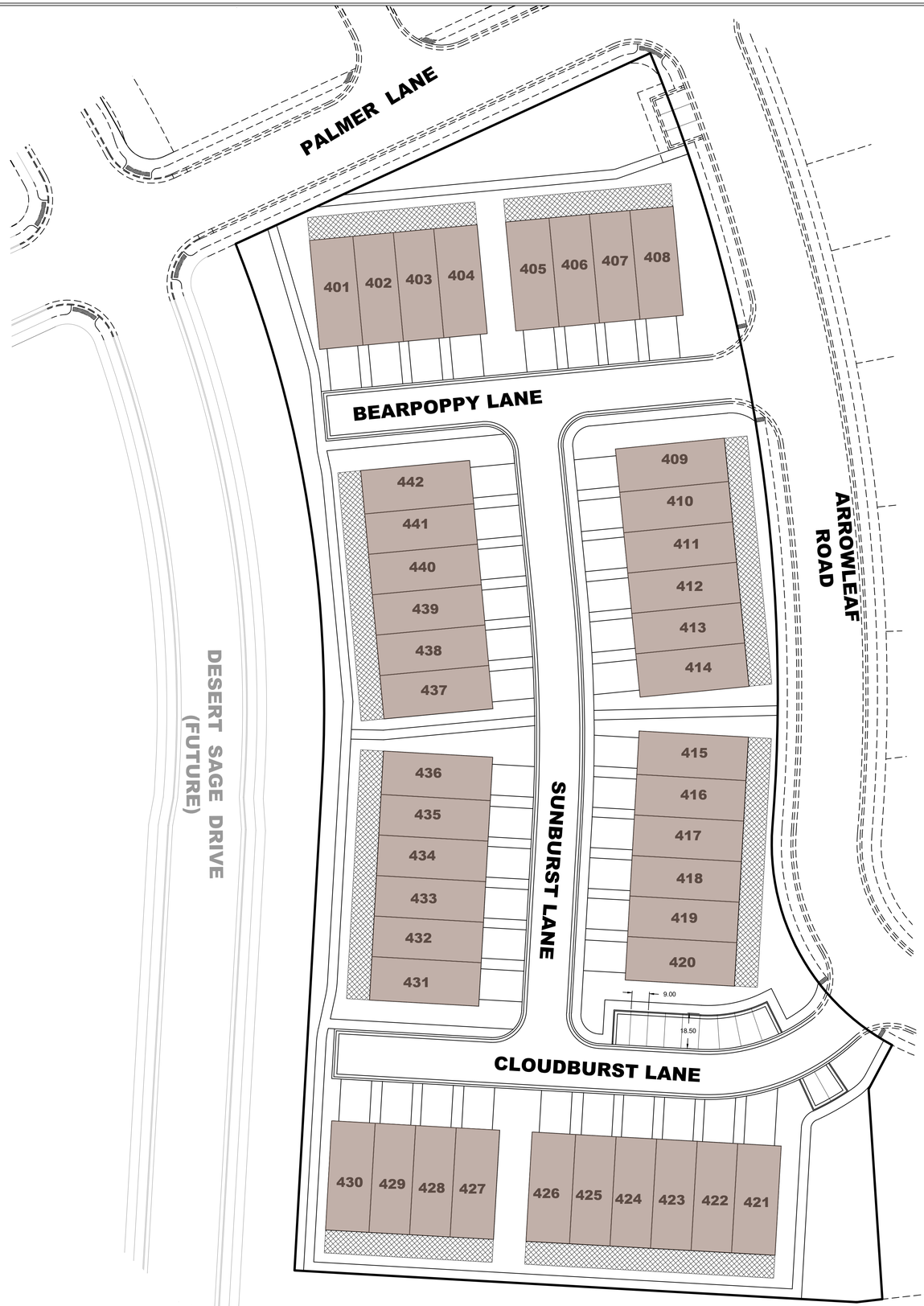
FIREFLY
NPA 8 PHASE B PLAT 4

LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1"=40' SHEET 1 OF 1

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

This form approved by Utah County and the municipalities therein. LEI #21-0080



NORTH

SCALE: 1"=30'

30 15 0 30

MULTI-FAMILY FAMILY LOTS	FRONT	GARAGE	REAR	REAR BUILDING SPACING	SIDE	SIDE BUILDING SPACING	CORNER
REAR LOAD TOWN	10'	22'	3'	30'	15'	15'	15'

THE SETBACK REQUIREMENTS ON THIS PLAT VARY FROM THE COMMUNITY PLAN STANDARDS

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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

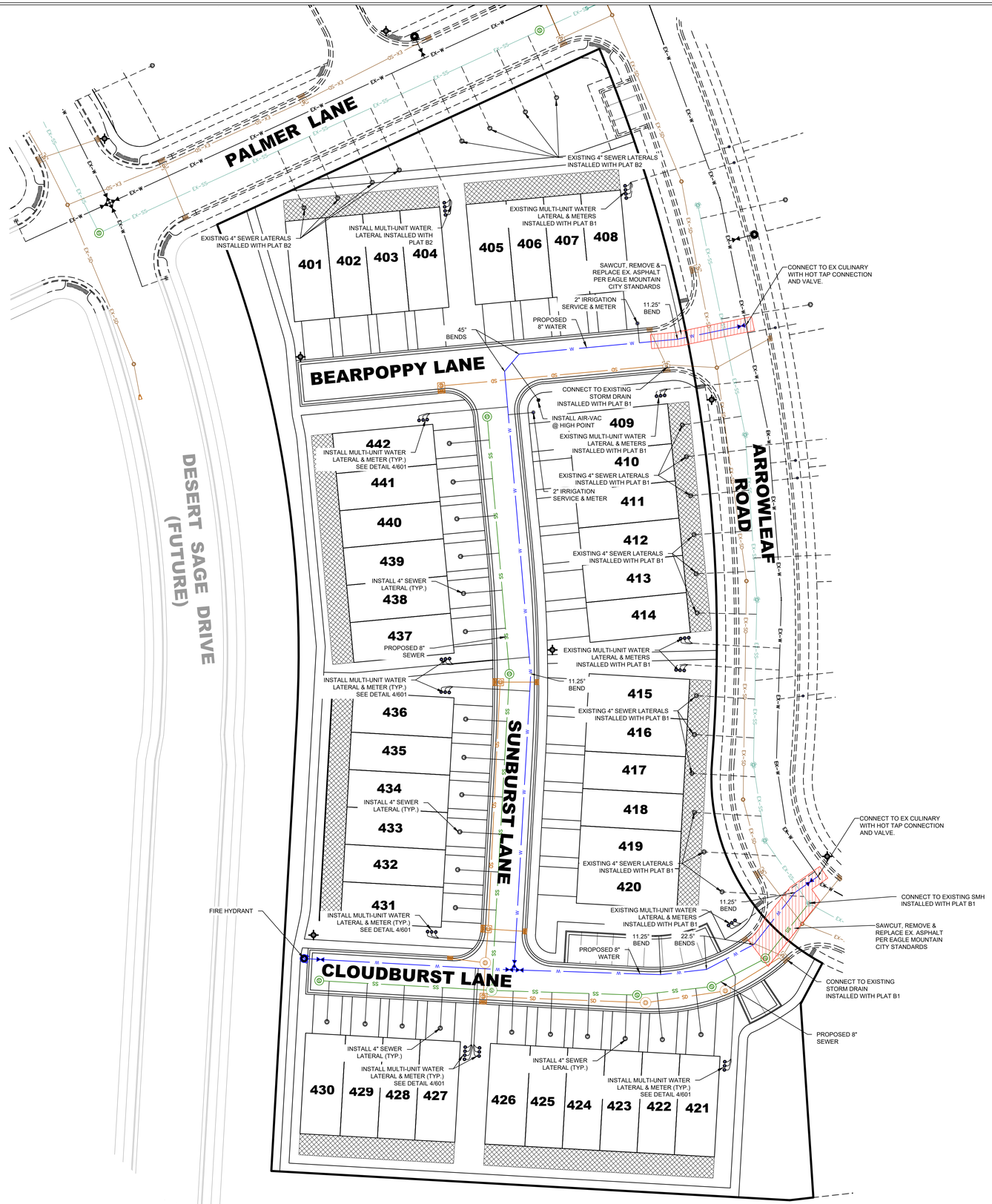
LOT SUMMARY

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: 1"=30'
DATE: 03/04/2026

SHEET 103

U:\0_LEI PROJECTS\2021\2021-0080 PDE CANYON 9\BIDCAD\DWG\NPA 8\FINAL\PHASE B\PLAT B4\2021-0080 B-4 FINAL.DWG 3/4/2026 6:52 AM



NORTH

SCALE: 1"=30'

30 15 0 30

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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

UTILITY PLAN

REVISIONS	
1	-
2	-
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4	-
5	-

LEI PROJECT #: 2021-0080

DRAWN BY: BJA/CAA

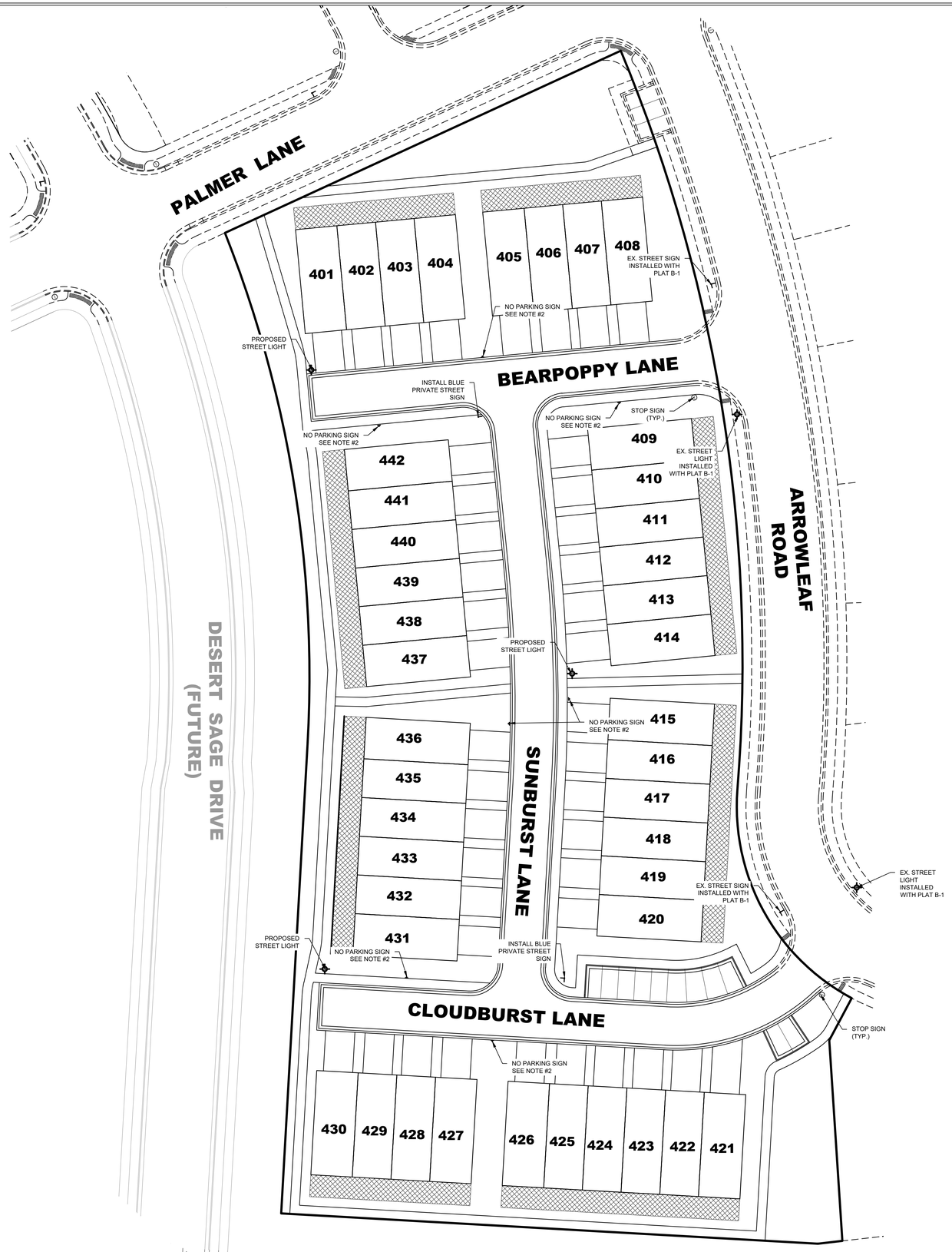
DESIGNED BY: BCT

SCALE: 1"=30'

DATE: 03/04/2026

SHEET 201

C:\Users\bjackson\Documents\Firefly\NPA 8 Phase B - Plat 4\Utility Plan.dwg, 3/4/2026 10:04 AM, bjackson



NORTH

SCALE: 1"=30'

30 15 0 30

NOTES:

1. ALL STREET LIGHTS ALONG LOCAL ROAD SHALL BE ARLINGTON-STYLE LIGHTS/FIXTURES.
2. NO PARKING FIRE LANE SIGNS SHALL BE REQUIRED ON BOTH SIDES OF THIS ROAD SPACED AT 100' (MAX.) INTERVALS. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES WIDE BY 18 INCHES HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND AS SHOWN BELOW. SIGNS SHALL FOLLOW ALL OTHER MUTCD REQUIREMENTS.



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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

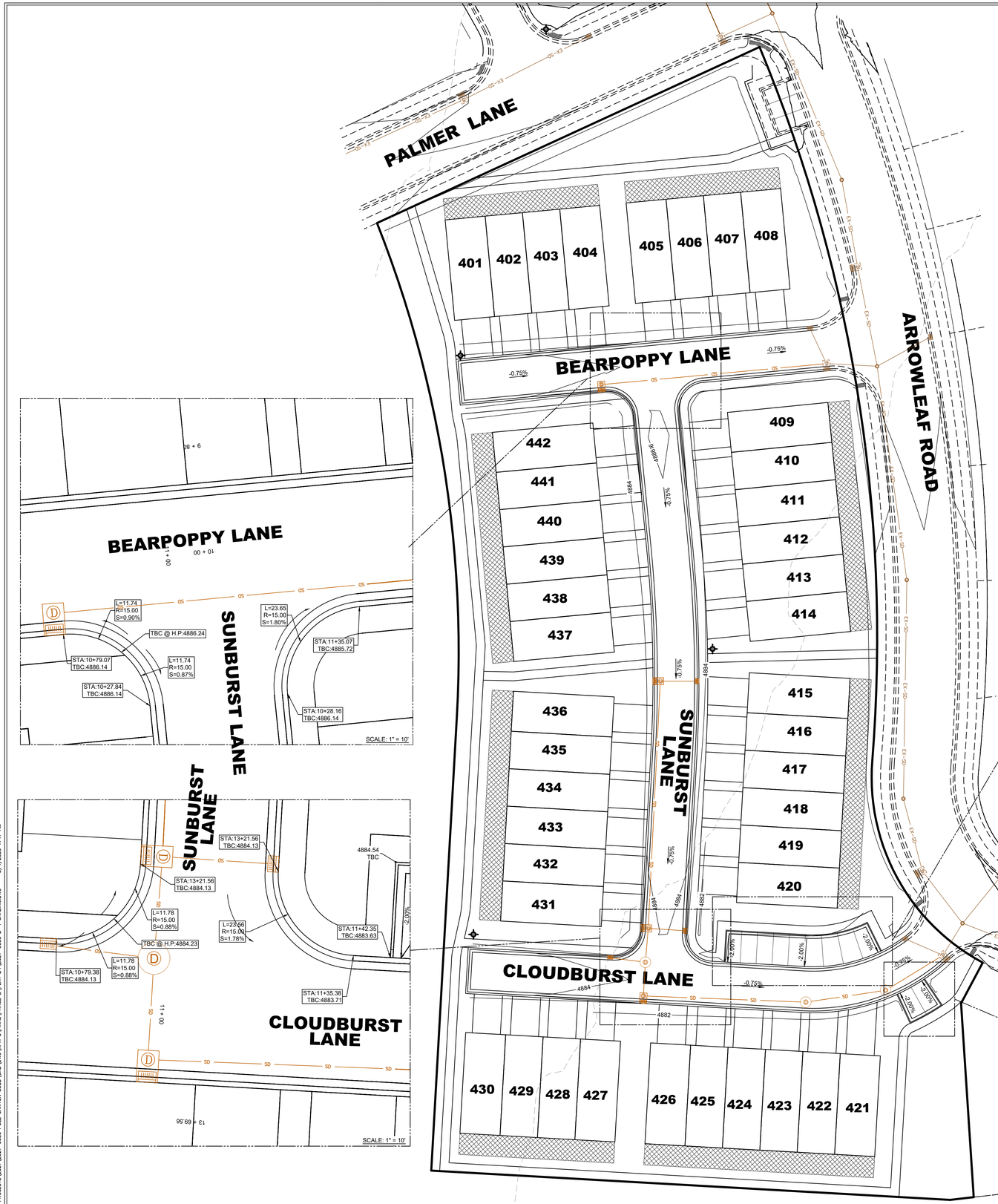
STREET LIGHT / SIGNAGE PLAN

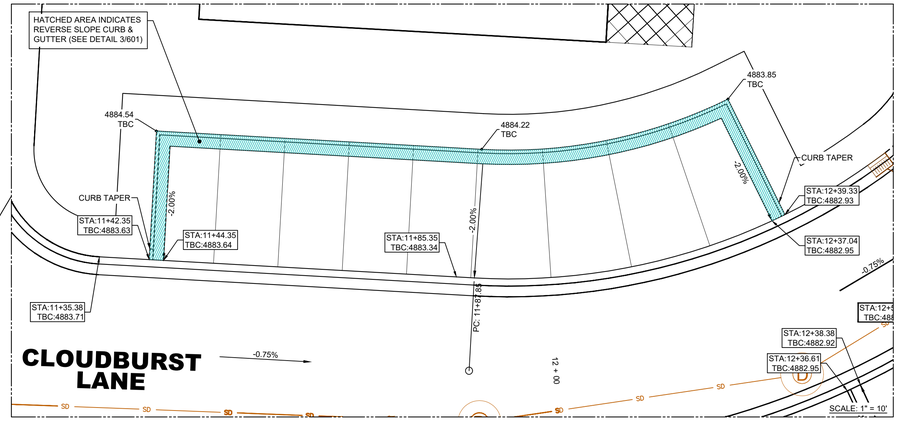
REVISIONS
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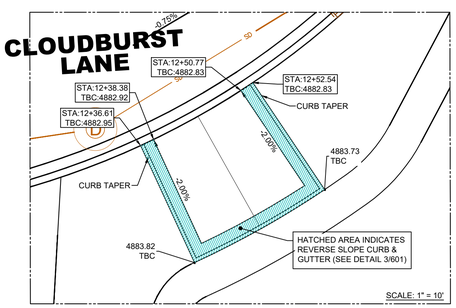
LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: 1"=30'
DATE: 03/04/2026

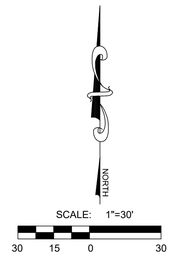
SHEET 301

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firefly

NPA 8 PHASE B - PLAT 4

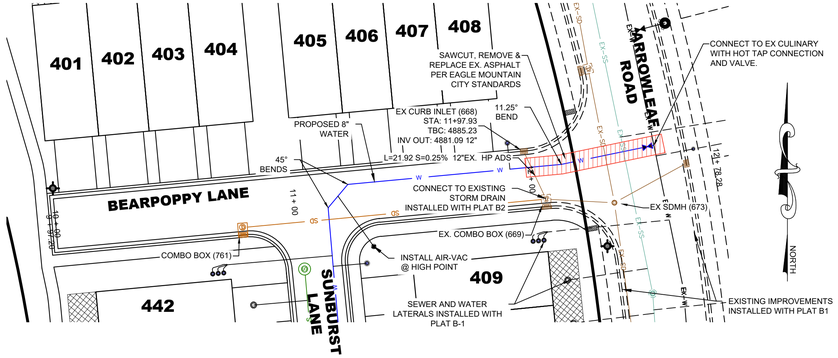
EAGLE MOUNTAIN, UTAH

GRADING PLAN

REVISIONS	
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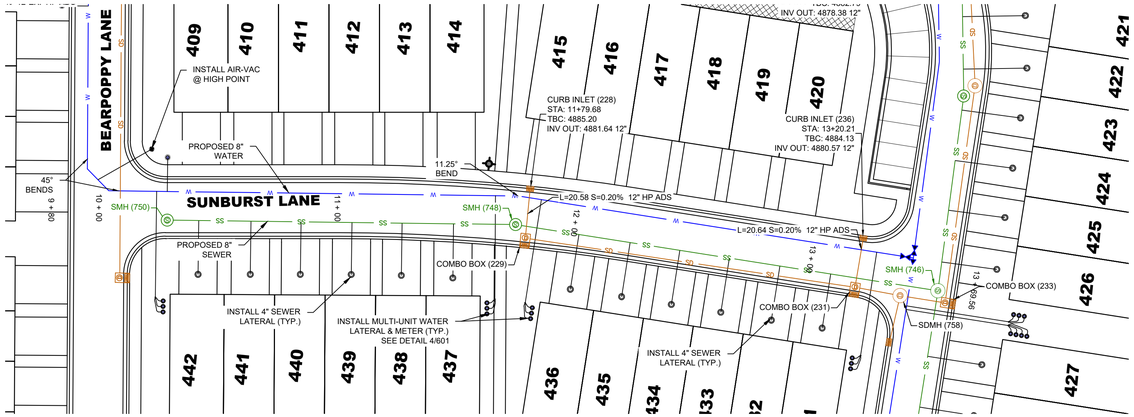
LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: 1"=30'
DATE: 03/04/2026
SHEET: 401

S:\LEI PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE B\PLAT 4\2021-0080 B-4 GRADING.DWG 3/4/2026 7:47 AM



BEARPOPPY LANE PLAN VIEW

CENTER LINE OMITTED FOR CLARITY

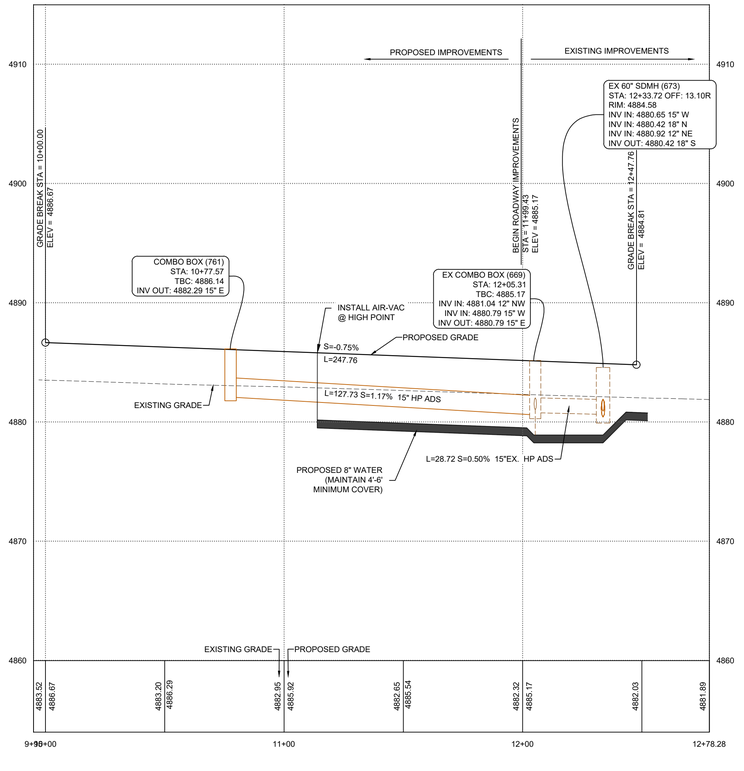


SUNBURST LANE PLAN VIEW

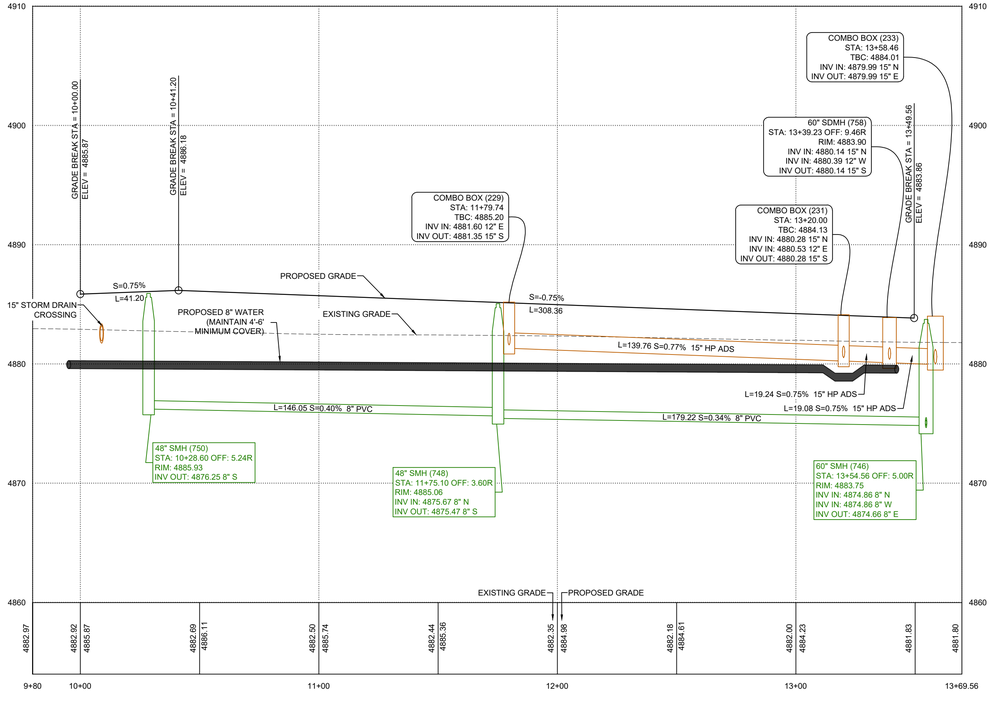
CENTER LINE OMITTED FOR CLARITY

SCALE: 1"=30'

30 15 0 30



BEARPOPPY LANE PROFILE VIEW



SUNBURST LANE PROFILE VIEW

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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

BEARPOPPY LANE AND SUNBURST LANE PLAN AND PROFILE

REVISIONS	
1	-
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LEI PROJECT #: 2021-0080

DRAWN BY: BJA/CAA

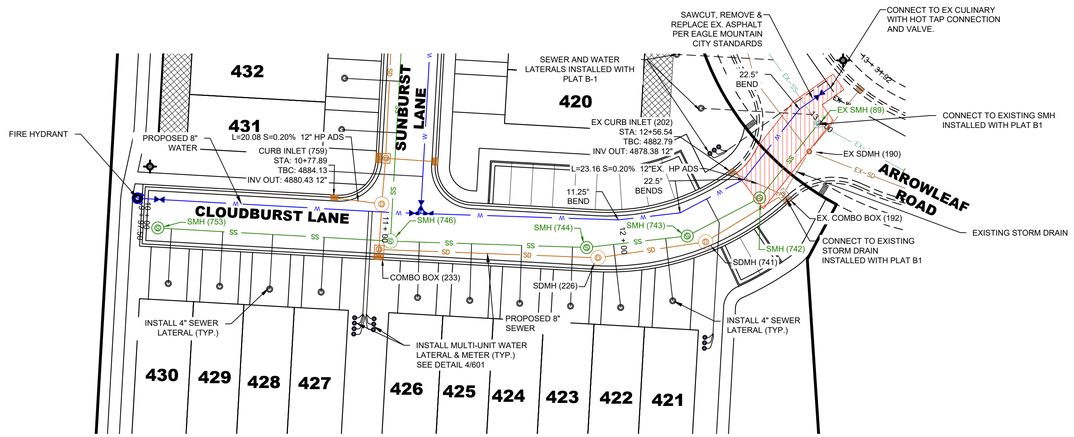
DESIGNED BY: BCT

SCALE: 1"=30'

DATE: 03/04/2026

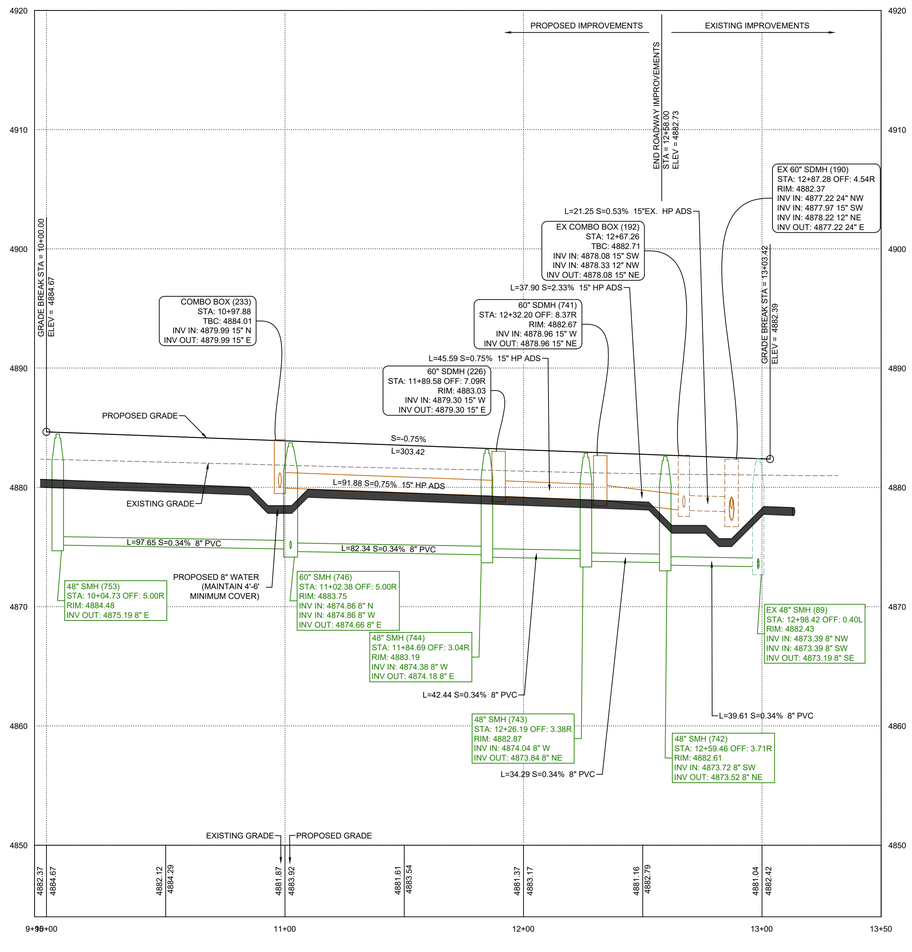
SHEET 501

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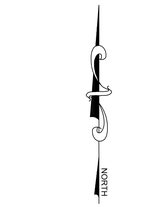


CLOUDBURST LANE PLAN VIEW

CENTER LINE OMITTED FOR CLARITY



CLOUDBURST LANE PROFILE VIEW



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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

CLOUDBURST LANE PLAN AND PROFILE

REVISIONS
1 -
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4 -
5 -

LEI PROJECT #: 2021-0080

DRAWN BY: BJA/CAA

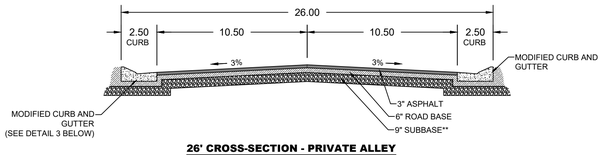
DESIGNED BY: BCT

SCALE: 1"=30'

DATE: 03/04/2026

SHEET 502

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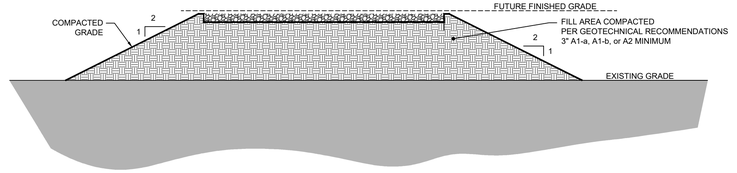


26' CROSS-SECTION - PRIVATE ALLEY

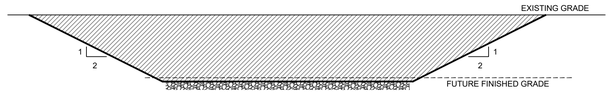
(BEARPOPPY LANE, SUNBURST LANE, CLOUDBURST LANE)

**ALL PAVING SECTIONS AS SHOWN ARE PER CITY STANDARD. PAVING SECTIONS TO BE VERIFIED BY THE GEO-TECHNICAL ENGINEER BASED ON SITE-SPECIFIC ANALYSIS.

1 ROADWAY CROSS SECTIONS

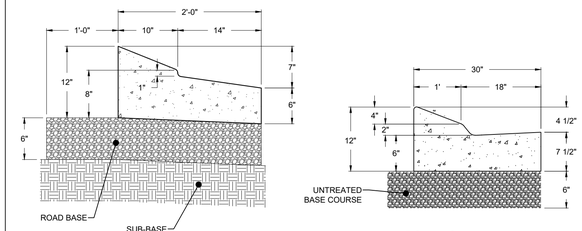


"FILL AREA" DETAIL



"EXCAVATION AREA" DETAIL

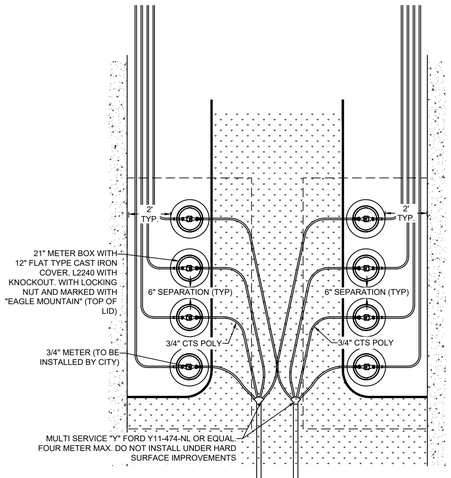
2 FILL AND EXCAVATION DETAILS



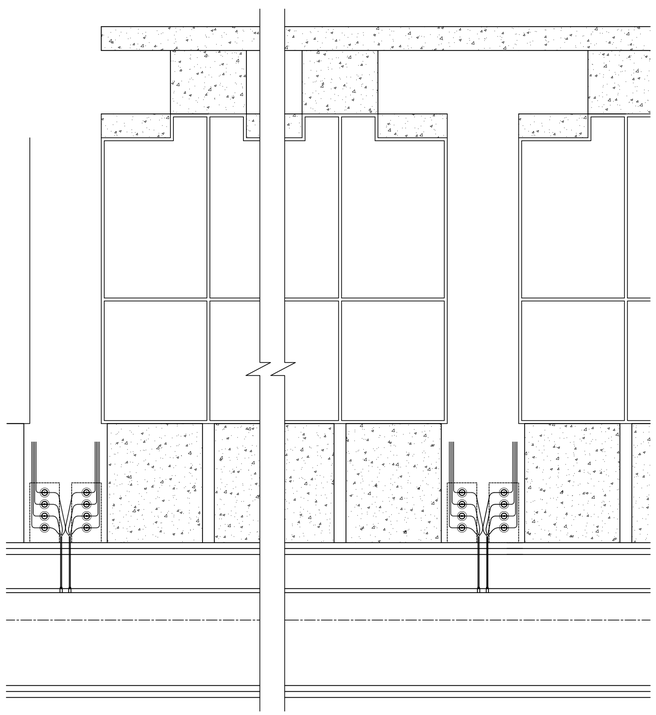
REVERSE SLOPE MODIFIED CURB & GUTTER (MOUNTABLE TYPE)

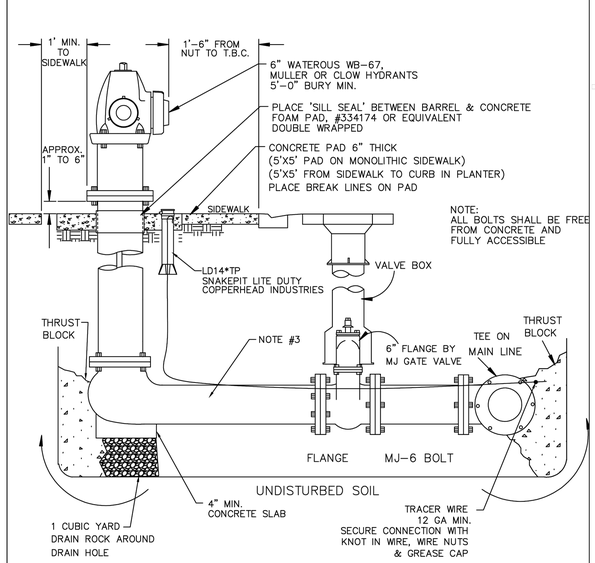
30" MODIFIED

3 CURB & GUTTER DETAILS

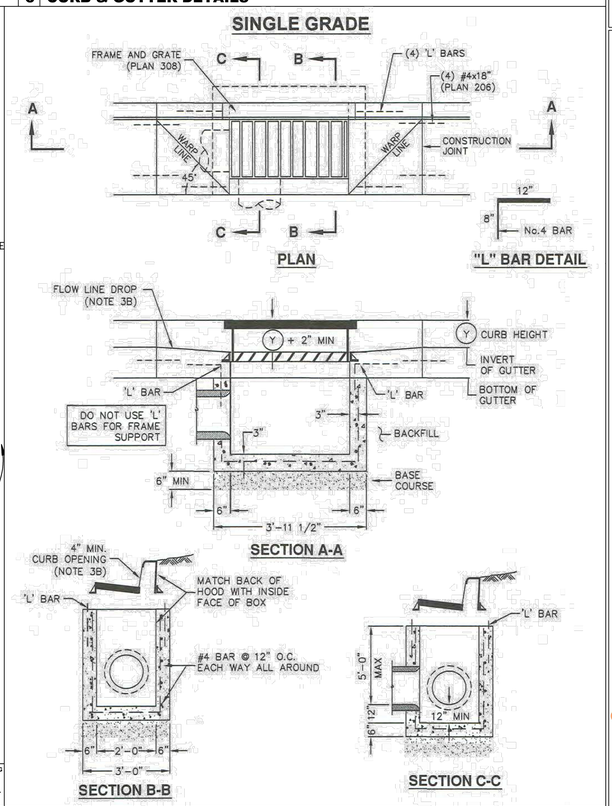


4 MULTI-UNIT WATER LATERAL DETAIL





NOTES:
1. VALVE TO BE PLACED IN ASPHALT W/CONCRETE RING
2. TRACER WIRE TO BE RUN UP HYDRANT BARREL IN 1" CONDUIT.
3. THERE WILL BE NO SERVICE TAPS ALLOWED ON THE FIRE LINES.



ALL CURB INLETS CONSTRUCTED IN TYPE D MODIFIED CURB SHALL BE GRATED INLETS ONLY WITH NO HOOD

DWN	RSB
CHKD	SEPT 2025
DATE	NOV 2015
EAGLE MOUNTAIN CITY	STANDARD DETAILS FOR: FIRE HYDRANT & VALVE
DRAWING	14

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Firefly

NPA 8 PHASE B - PLAT 4
EAGLE MOUNTAIN, UTAH

DETAILS

REVISIONS
1 -
2 -
3 -
4 -
5 -

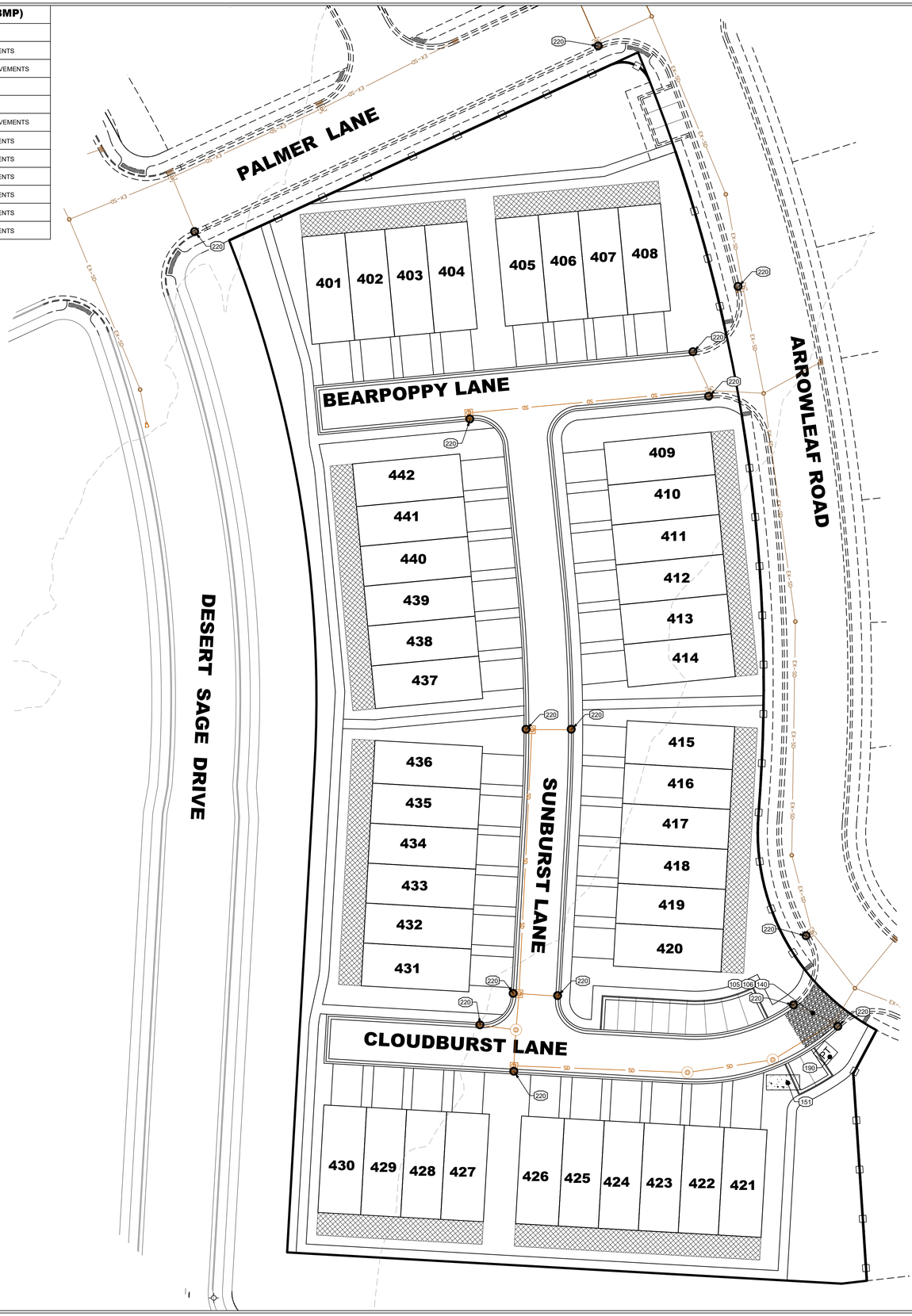
LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: N/A
DATE: 03/04/2026

SHEET 601

U:\0_LEI PROJECTS\2021\2021-0080 FOLEE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE B\PLAT 4\#4\2021-0080 B-4 FINAL.DWG 3/4/2026 8:52 AM

CONSTRUCTION PHASE STORM WATER POLLUTION PROTECTION PLAN BEST MANAGEMENT PRACTICES (BMP)

BMP#	BMP SYMBOL	TITLE	LOCATION	DURATION	
C101	101	PRESERVING NATURAL VEGETATION	PER CONTRACTOR	COMMENCEMENT OF GRADING	THROUGH COMPLETION OF SITE IMPROVEMENTS
C105	105	STABILIZED CONSTRUCTION ENTRANCE	AS SHOWN	BEGINNING OF CONSTRUCTION	THROUGH COMPLETION OF ASPHALT IMPROVEMENTS
C106	106	WHEEL WASH	AS SHOWN	AS NECESSARY	
C120	120	TEMPORARY AND PERMANENT SEEDING	PER CONTRACTOR/OWNER	AFTER GRADING UNTIL COMPLETION OF PROJECT	
C140	140	DUST CONTROL	PER CONTRACTOR	BEGINNING OF CONSTRUCTION	THROUGH COMPLETION OF ASPHALT IMPROVEMENTS
C151	151	CONCRETE WASTE MANAGEMENT	PER CONTRACTOR/ AS SHOWN	BEGINNING OF CONSTRUCTION	THROUGH COMPLETION OF SITE IMPROVEMENTS
C153	153	MATERIAL DELIVERY, STORAGE, & CONTAINMENT	PER CONTRACTOR/ AS SHOWN	BEGINNING OF CONSTRUCTION	THROUGH COMPLETION OF SITE IMPROVEMENTS
C190	190	PORTABLE TOILETS	PER CONTRACTOR/ AS SHOWN	BEGINNING OF CONSTRUCTION	THROUGH COMPLETION OF SITE IMPROVEMENTS
C220	220	STORM DRAIN INLET PROTECTION	PER CONTRACTOR	COMMENCEMENT OF GRADING	THROUGH COMPLETION OF SITE IMPROVEMENTS
C233	233	SILT FENCE	AS SHOWN	COMMENCEMENT OF GRADING	THROUGH COMPLETION OF SITE IMPROVEMENTS
C257	257	SWPPP BOARD BMP	AS SHOWN	BEGINNING OF CONSTRUCTION	THROUGH COMPLETION OF SITE IMPROVEMENTS



NOTES

-CLEARLY MARK, FLAG OR FENCE VEGETATION OR AREAS WHERE VEGETATION SHOULD BE PRESERVED.
-DO NOT LOCATE CONSTRUCTION TRAFFIC ROUTES, SPOIL PILES, ETC. WHERE SIGNIFICANT ADVERSE IMPACT ON EXISTING VEGETATION MAY OCCUR.
-REFER TO SWPPP BINDER FOR BMP DETAILS SHOWN ON THIS PLAN.

LEGEND

- SILT FENCE
- STORM DRAIN CURB INLET
- STORM DRAIN MANHOLE
- STORM DRAIN CATCH BASIN
- STORM DRAIN LINE
- PT — PORTABLE TOILETS
- INLET PROTECTION
- SWPPP BOARD BMP
- CONCRETE WASTE MGMT. AREA
- MATERIAL STORAGE AREA
- STABILIZED CONSTRUCTION ENTRANCE
- PRESERVE EXISTING VEGETATION
- STRAW WATTLES

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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

EROSION CONTROL PLAN

REVISIONS
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LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: 1"=30'
DATE: 03/04/2026

SHEET 701

\\0_LEI PROJECTS\2021\2021-0080 DALE CANYON SUBD\CAD\[PRC]\PH 4\PHASE B\PLAT 4\2021-0080 B-4 EROSION CONTROL PLAN.DWG 3/4/2026 6:53 AM

1. CONTROLLING SEDIMENT TRANSPORT AND PREVENTING AND/OR CORRECTING PROBLEMS ASSOCIATED WITH EROSION AND RUNOFF PROCESSES THAT COULD OCCUR BOTH DURING AND AFTER PROJECT CONSTRUCTION WILL BE CLOSELY MONITORED. PERIODIC MAINTENANCE AND INSPECTION OF SEDIMENT CONTROL DEVICES WILL BE SCHEDULED. PARTICULAR ATTENTION SHALL BE GIVEN TO EXISTING DRAINAGE PATTERNS THAT RUN THROUGH DISTURBED AREAS AND OVER EXTREME SLOPES. THESE PATTERNS WILL BE IDENTIFIED TO ISOLATE PROBLEM AREAS WHERE WATER WILL CONCENTRATE. PROVISIONS SHALL BE MADE TO CHANNEL RUNOFF AWAY FROM NEW OR EXISTING IMPROVEMENTS TO PREVENT UNDERMINING AND GENERAL SITE EROSION. THESE PROVISIONS SHALL BE STABILIZED AND SHALL REMAIN IN PLACE UNTIL THE PERMANENT STORM DRAINAGE FACILITIES ARE INSTALLED AND FUNCTIONAL.

2. EROSION CONTROL – A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. A NOTICE OF INTENT (NOI) HAS BEEN SUBMITTED TO OBTAIN THE UPDES CONSTRUCTION PERMIT. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. BEFORE CONSTRUCTION BEGINS, THE LIMITS OF DISTURBANCE (LOD) BOUNDARY SHALL BE STAKED ON SITE AND APPROVED BY THE OWNER'S REPRESENTATIVE AND THE ENGINEER.

4. EXCAVATION AND EMBANKMENT OPERATIONS SHALL PROCEED IN SUCH A MANNER SO THAT FINISHING OF SLOPES, INCLUDING REVEGETATION SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER ROUGH GRADING. ALL SLOPES 2:1 OR FLATTER SHALL BE SCARIFIED WITH HEAVY EQUIPMENT, LEAVING TRACKS PERPENDICULAR TO THE SLOPES. SLOPES OVER 1:1 SHALL UTILIZE EROSION CONTROL/REVEGETATION MATTING.

5. CUT AND FILL SLOPES SHALL BE CONDUCTED PER THE GEOTECHNICAL REPORT. THE TOPS OF ALL CUT SLOPES IN SOIL SHALL BE ROUNDED FOR A HORIZONTAL DISTANCE OF THREE (3) FEET BEYOND THE CATCH POINT. SLOPE ROUNDING SHALL OCCUR AS THE SLOPE IS BEING BROUGHT DOWN. THE OVERALL SHAPE, HEIGHT AND GRADE OF ANY CUT AND/OR FILL SLOPE SHALL BE DEVELOPED IN CONCERT WITH EXISTING NATURAL CONTOURS, SCALE AND VEGETATION OF NATURAL TERRAIN.

6. EXISTING VEGETATION SHOULD BE PRESERVED WHEREVER POSSIBLE AND DISTURBED PORTIONS OF THE SITE SHALL BE STABILIZED. STABILIZATION PRACTICES MAY INCLUDE, BUT NOT LIMITED TO, TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, VEGETATION BUFFER STRIPS, PROTECTION OF TREES, PRESERVATION OF NATURAL VEGETATION AND OTHER APPROPRIATE MEASURES. USE OF IMPERVIOUS SURFACES FOR STABILIZATION SHALL BE AVOIDED. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED.

7. SPECIFICALLY OUTLINED DISTURBED AREAS, BOTH ON AND OFF-SITE SHALL BE REVEGETATED. THESE AREAS SHALL BE INCLUDE, BUT NOT BE LIMITED TO, ALL UNSURFACED AREAS WITHIN THE STAKED LOD, STAGING AND STORAGE AREAS, MATERIAL WASTE AREAS, UNDERGROUND UTILITY CONSTRUCTION AREAS, BENCHED AREAS, INCLUDING RETAINING WALL BENCHES, AND TEMPORARY OR EXISTING ACCESS ROADS USED FOR CONSTRUCTION ACTIVITIES.

8. CONTROLLED OUTLETS SHALL DIRECT COLLECTED RUNOFF THROUGH SILT FENCES OR STRAW BALES.

9. TYPICAL FUGITIVE DUST SHALL BE CONTROLLED BY WATERING AND/OR CHEMICAL STABILIZATION, PROVIDING VEGETATIVE OR SYNTHETIC COVER AND WIND BREAKS CONSISTENT WITH UTAH STATE DIVISION OF AIR QUALITY STANDARDS.

10. ANY SEDIMENT TRACKED OFF-SITE SHALL BE REMOVED PRIOR TO THE END OF THE WORK SHIFT OR PRIOR TO SUNSET, WHICHEVER COMES FIRST.

11. CONTRACTOR MAY ADJUST THE LOCATIONS OF THE CONSTRUCTION FENCE, CONSTRUCTION TRAILERS, AND CONSTRUCTION MATERIALS RECEIVING AND STORAGE AREAS, AS NEEDED TO ACCOMPLISH THE CONSTRUCTION. ALL CHANGES SHALL BE NOTATED ON THE EROSION CONTROL PLAN.

12. THE CONTRACTOR SHALL CONDUCT PERIODIC INSPECTIONS OF THE EROSION CONTROL MEASURES, AS REQUIRED AND NOTATED IN THE SWPPP. THE CONTRACTOR WILL MAINTAIN A LOG ON-SITE OF ALL INSPECTIONS WITH THE SWPPP.

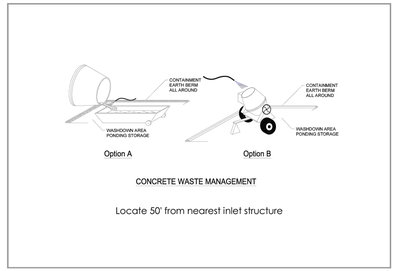
13. ANY TREE 12" IN DIAMETER OR LARGER WILL NOT BE REMOVED UNTIL LOCATED BY SURVEY AND THE REMOVAL APPROVED BY THE OWNER OR EQUAL.

14. ALL DITCHES AND SWALES GREATER THAN 5% SHALL BE ARMORED WITH AN APPROPRIATE EROSION CONTROL/REVEGETATION STABILIZATION MAT TO PROMOTE REVEGETATION.

15. CONTRACTOR MAY ADJUST THE LOCATION OF CONCRETE WASHOUT AREAS AS NEEDED TO ACCOMPLISH THE CONSTRUCTION.

16. INLET PROTECTION REQUIRED ON ALL INLETS WITHIN 500' DOWNSTREAM OF SITE.

BMP: Concrete Waste Management — CWM — Construction



DESCRIPTION:

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

APPLICATION:

This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

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

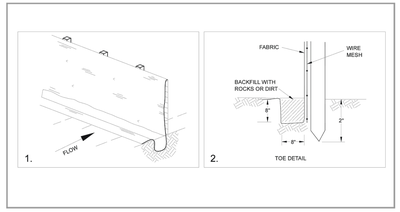
LIMITATIONS:

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

MAINTENANCE:

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

BMP: Silt Fence — SF — Construction



DESCRIPTION:

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

Application:

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

INSTALLATION/APPLICATION CRITERIA:

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately up-gradient 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 trench over filter fabric to anchor.

LIMITATIONS:

- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum up-gradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 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 ½ the height of the fence.

FlexStorm Lite™ Inlet Filters

FlexStorm Lite inlet filters are a temporary, rigid frame alternative to fabric-only inlet protection. FlexStorm Lite filters are custom made for each specified inlet and allows job sites to remain SWPPP compliant during construction.

Applications

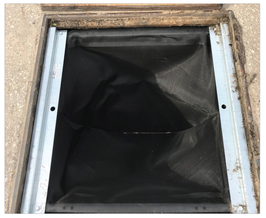
- Residential developments
- Commercial developments
- Roadway construction

Features

- High-flow filter bags with 82% filtration efficiency
- Low-profile framing fits into offset castings and avoids concrete interference
- Rigid frame supports itself on the grate ledge, even when grate is removed and bag is full
- Bypass feature built into the bag, prevents flooding during a major storm event or when bag is filled
- Reusable

Benefits

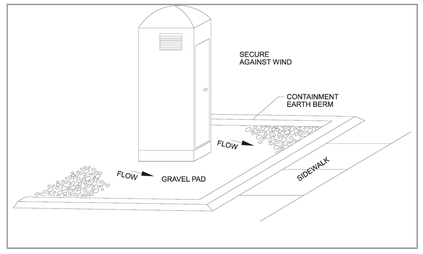
- Reduces job site flooding
- Prevents hazardous road conditions by eliminating ponding at curb inlets
- Prevents siltation and pollution of rivers, lakes & ponds
- Installed and maintained by one worker, without additional equipment
- Filter installed below grade to prevent traffic interference





ADS

BMP: Portable Toilets — PT — Construction



DESCRIPTION:

Temporary on-site sanitary facilities for construction personnel.

APPLICATION:

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

INSTALLATION/APPLICATION CRITERIA:

- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (6" tall by 6" wide), control for spill/protection leak.

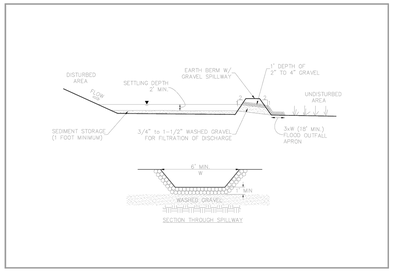
LIMITATIONS:

- No limitations.

MAINTENANCE:

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

BMP: Sediment Trap — ST — Construction



DESCRIPTION:

A sediment trap is a small excavated or bermed area where runoff from small drainage areas is detained and sediment can settle.

APPLICATION:

- Temporary control for runoff from disturbed areas of less than 3 acres.
- Temporary control for discharge from diversion dike, surface benching, or other temporary drainage measures.

INSTALLATION/APPLICATION CRITERIA:

- Design basin for site specific location.
- Excavate basin or construct compacted berm containment.
- Construct outfall spillway with apron.
- Provide downstream silt fence if necessary.

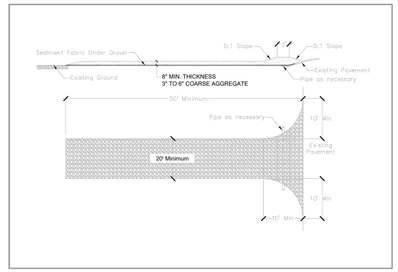
LIMITATIONS:

- Should be sized based on anticipated runoff, sediment loading and drainage area size.
- May require silt fence at outlet for entrapment of very fine silts and clays.

MAINTENANCE:

- Inspect after each rainfall event and at a minimum of monthly.
- Repair any damage to berm, spillway or sidewalls.
- Remove accumulated sediment as it reaches 2/3 height of available storage.
- Check outlet for sedimentation/erosion of downgradient area and remediate as necessary. Install silt fence if sedimentation apparent.

BMP: Stabilized Construction Entrance — SCE — Construction



DESCRIPTION:

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

APPLICATION:

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 and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months.
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 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.

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NPA 8 PHASE B - PLAT 4

EAGLE MOUNTAIN, UTAH

EROSION CONTROL DETAILS

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2021-0080
DRAWN BY: BJA/CAA
DESIGNED BY: BCT
SCALE: N/A
DATE: 03/04/2026

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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

03 FEB 2026

Per the approved Community Plan Page 4-11

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

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BUILDING RENDERING IS CONCEPTUAL. FINAL DESIGN MAY DIFFER SLIGHTLY. SEE D200 SERIES SHEETS FOR FINAL DESIGN FEATURES.

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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

4-PLEX-01 REAR LOAD
EXTERIOR VIEW

D101

03 FEB 2026

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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

5-PLEX-01 REAR LOAD
EXTERIOR VIEW

D102

03 FEB 2026



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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

6-PLEX-01 REAR LOAD
EXTERIOR VIEW

D103

03 FEB 2026



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	47%
FIBER CEMENT LAP SIDING	=	27%
WINDOWS AND DOORS	=	26%

FRONT ELEVATION SD — 1 / D201

3/16" = 1'-0"



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	83%
WINDOWS AND DOORS	=	04%

LEFT ELEVATION SD — 2 / D201

3/16" = 1'-0"

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES

REAR LOAD 4P-01

EAGLE MOUNTAIN,UTAH

REAR LOAD 4P-01
EXTERIOR ELEVATIONS

D201

03 FEB 2026



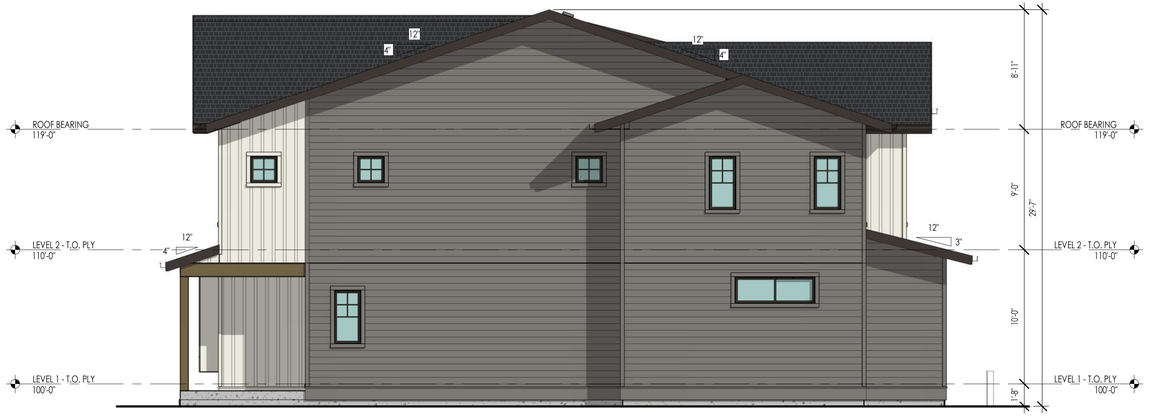
PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	19%
FIBER CEMENT LAP SIDING	=	35%
WINDOWS AND DOORS	=	46%

REAR ELEVATION SD

3/16" = 1'-0"

1 / D202



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	83%
WINDOWS AND DOORS	=	04%

RIGHT ELEVATION SD

3/16" = 1'-0"

2 / D202

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES

REAR LOAD 4P-01

EAGLE MOUNTAIN,UTAH

REAR LOAD 4P-01
EXTERIOR ELEVATIONS

D202

03 FEB 2026



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	49%
FIBER CEMENT LAP SIDING	=	25%
WINDOWS AND DOORS	=	26%

SD FRONT ELEVATION

3/16" = 1'-0"

1 / D203



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	82%
WINDOWS AND DOORS	=	05%

SD LEFT ELEVATION

3/16" = 1'-0"

2 / D203

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

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CANDLELIGHT HOMES REAR LOAD 5P-01

EAGLE MOUNTAIN,UTAH

REAR LOAD 5P-01
EXTERIOR ELEVATIONS

D203

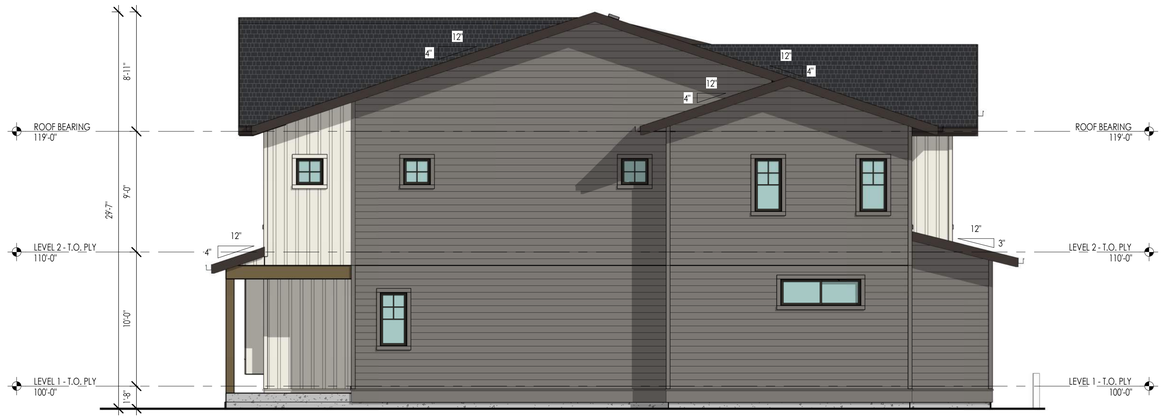
03 FEB 2026



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	18%
FIBER CEMENT LAP SIDING	=	35%
WINDOWS AND DOORS	=	47%

SD REAR ELEVATION — 3/16" = 1'-0" — 3 / D204



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	82%
WINDOWS AND DOORS	=	05%

SD RIGHT ELEVATION — 3/16" = 1'-0" — 1 / D204

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
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	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
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CANDLELIGHT HOMES REAR LOAD 5P-01

EAGLE MOUNTAIN,UTAH

REAR LOAD 5P-01
EXTERIOR ELEVATIONS

D204

03 FEB 2026

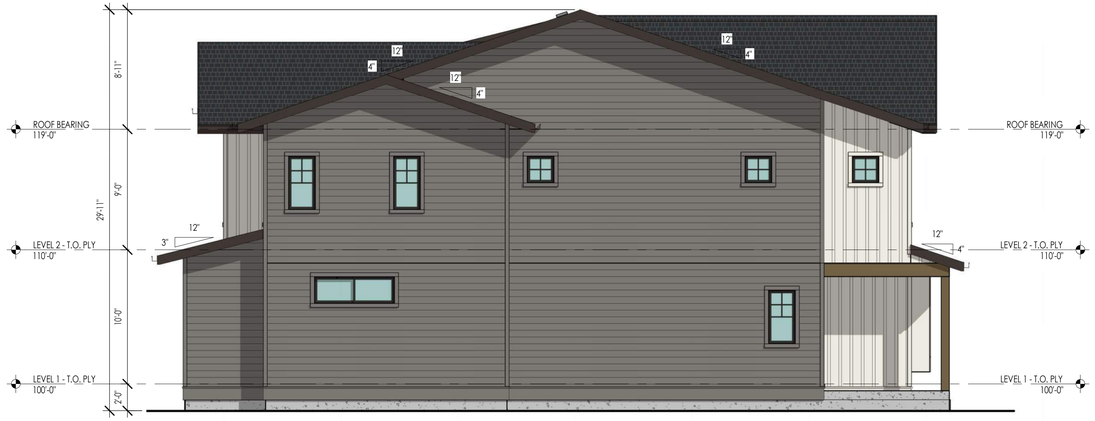


PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	49%
FIBER CEMENT LAP SIDING	=	25%
WINDOWS AND DOORS	=	26%

FRONT ELEVATION — 1 / D203

3/16" = 1'-0"



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	83%
WINDOWS AND DOORS	=	04%

LEFT ELEVATION — 2 / D203

3/16" = 1'-0"

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
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CANDLELIGHT HOMES REAR LOAD 6P-01

EAGLE MOUNTAIN,UTAH

REAR LOAD 6P-01
EXTERIOR ELEVATIONS

D205

03 FEB 2026



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	18%
FIBER CEMENT LAP SIDING	=	35%
WINDOWS AND DOORS	=	47%

REAR ELEVATION

3/16" = 1'-0"

1 D204



PERCENTAGES OF MATERIALS

FIBRE CEMENT BOARD AND BATT SIDING	=	13%
FIBER CEMENT LAP SIDING	=	83%
WINDOWS AND DOORS	=	04%

RIGHT ELEVATION

3/16" = 1'-0"

2 D204

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
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TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
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CANDLELIGHT HOMES REAR LOAD 6P-01

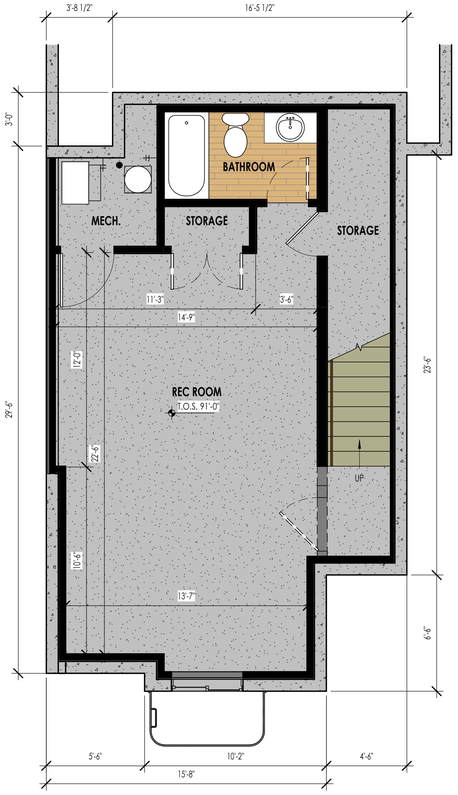
EAGLE MOUNTAIN,UTAH

REAR LOAD 6P-01
EXTERIOR ELEVATIONS

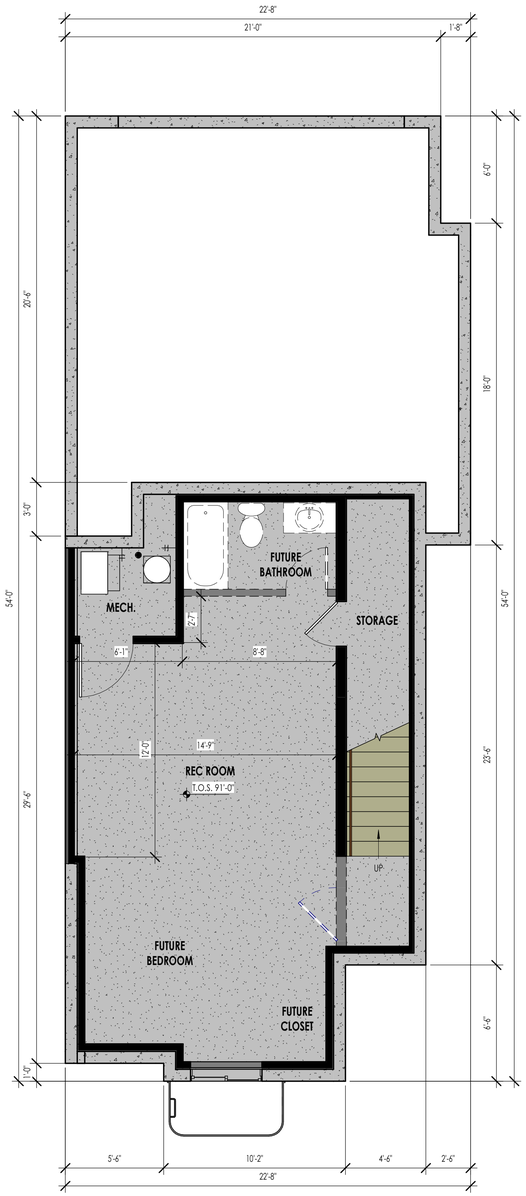
D206

03 FEB 2026

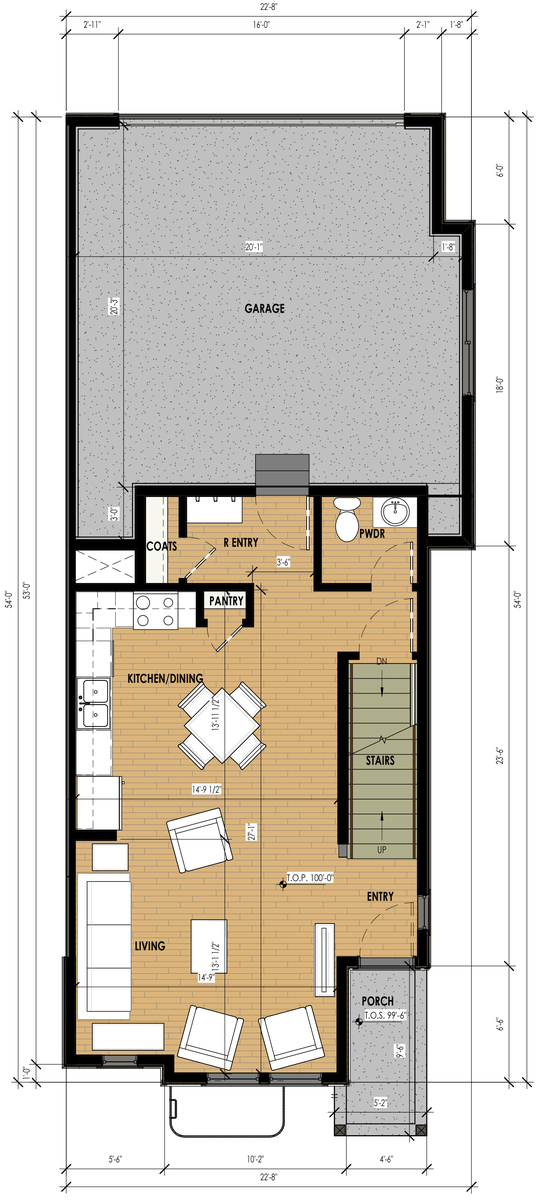
UNIT A1 - AREAS		
LEVEL	NAME	AREA
LEVEL-1	LEVEL 1	625 SF
LEVEL-2	LEVEL 2	994 SF
		1619 SF
LEVEL-0	LEVEL 0	563 SF
LEVEL-1	GARAGE	479 SF
		1042 SF
Grand total		2661 SF



LEVEL 0 - PRESENTATION Open Plan 1
1/4" = 1'-0" D401



LEVEL 0 - PRESENTATION 2
1/4" = 1'-0" D401



LEVEL 1 - PRESENTATION 3
1/4" = 1'-0" D401



LEVEL 2 - PRESENTATION 4
1/4" = 1'-0" D401

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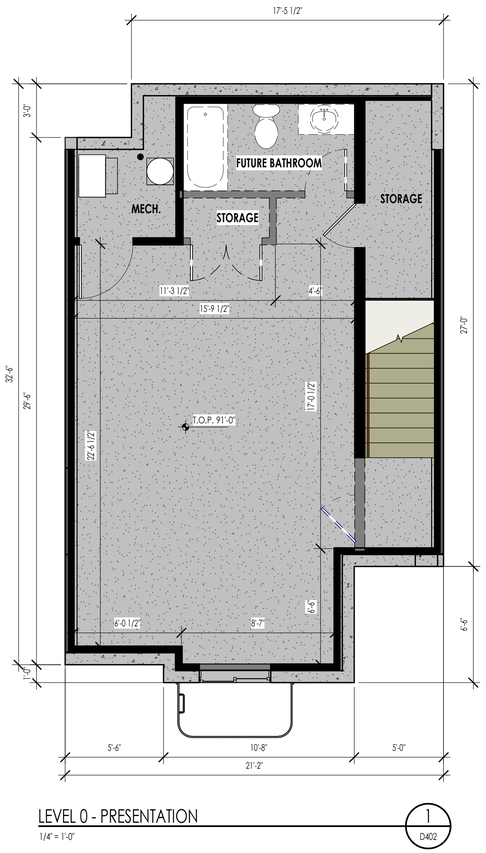
REAR LOAD - UNIT C1 CASCADE

UNIT A1 BSMT
MARKETING PLANS

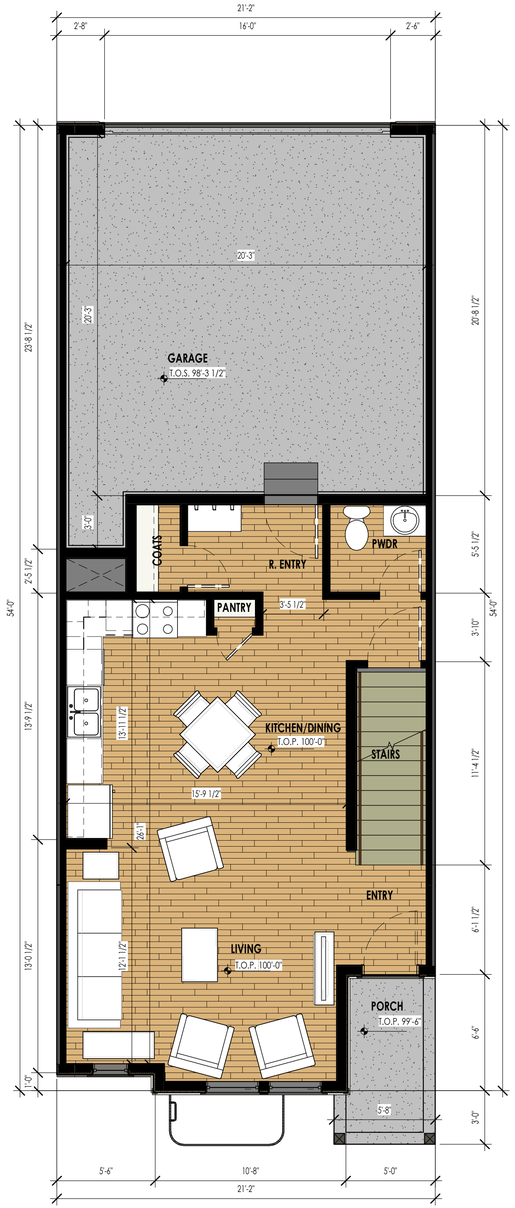
D401

03 FEB 2026

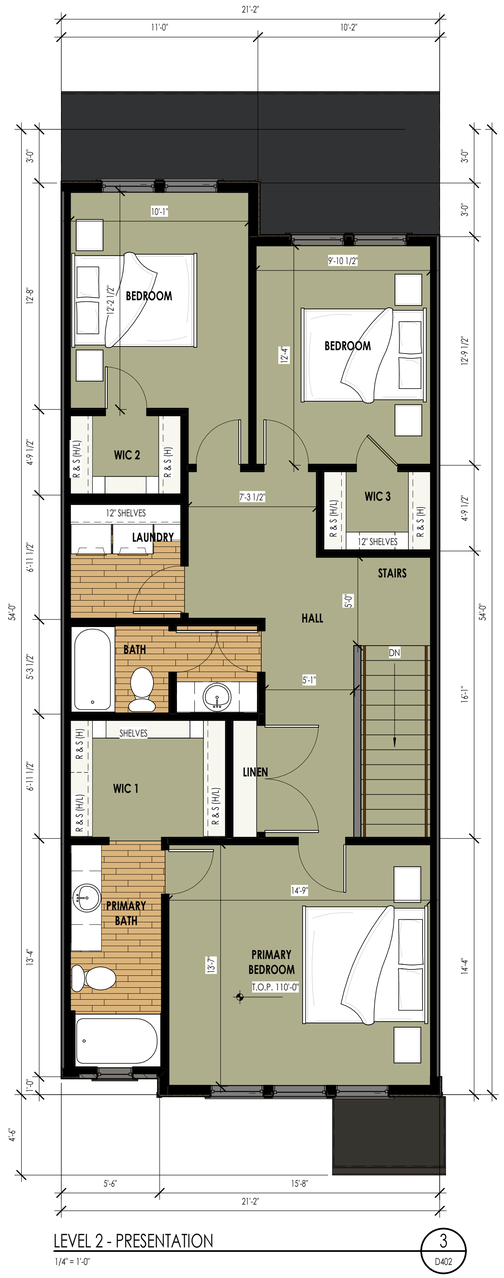
UNIT A2 - AREAS	
NAME	AREA
LEVEL 1	653 SF
LEVEL 2	996 SF
	1649 SF
LEVEL 0	620 SF
GARAGE	452 SF
	1071 SF
Grand total	2720 SF



LEVEL 0 - PRESENTATION
1/4" = 1'-0"
1 D402



LEVEL 1 - PRESENTATION
1/4" = 1'-0"
2 D402



LEVEL 2 - PRESENTATION
1/4" = 1'-0"
3 D402

NOTE: FOR OPEN PLAN BASEMENT OPTION SEE SHEET D401

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REAR LOAD - UNIT C2 COTTONWOOD

UNIT A2 BASEMENT
MARKETING PLANS

D402

03 FEB 2026



Front Door
Manufacturer:
TBD
Color:
SW 6006 Black Bean

Win, Dr & Band Trim
Manufacturer:
TBD
Color:
SW 7008 Alabaster



Timbers
Manufacturer:
TBD
Color:
SW 3533 Leeward



Siding - Color 1
Manufacturer:
TBD
Color:
SW 7008 Alabaster



Siding - Color 2
Manufacturer:
TBD
Color:
JH Aged Pewter



Board and Batt
Manufacturer:
TBD
Color:
SW 7008 Alabaster



Windows
Manufacturer:
Anderson
Color:
Dark Bronze



Garage Door
Manufacturer:
CHI
Color:
Bronze



Alum Fascia/Sofit
Manufacturer:
Mastic
Color:
Dark Bronze



Roofing
Manufacturer:
CertianTeed
Color:
Moire Black

COLOR SCHEME - TOWNHOMES

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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE B PLAT 4

EAGLE MOUNTAIN, UTAH

COLOR/MATERIAL BOARD

D501

03 FEB 2026

CONCEPTUAL PLANT PALETTE

ORNAMENTAL GRASSES


BLONDE AMBITION GRASS


COOL AS ICE BLUE FESCUE GRASS


ELIJAH BLUE FESCUE


HAMELN DWARF FOUNTAIN GRASS


LITTLE BUNNY DWARF FOUNTAIN GRASS


REGAL MIST MUHLY GRASS


INDIAN STEEL GRASS


KARL FORESTER


KARLEY ROSE FOUNTAIN GRASS

DECIDUOUS TREES


BUR OAK


COMMON HACKBERRY


FRONTIER ELM


GOLDEN RAIN TREE


GREENSPIRE LINDEN


LONDON PLANE TREE


NARROW LEAF COTTONWOOD


SKYLINE HONEYLOCUST

EVERGREEN TREES


ARIZONA CYPRESS


ARNOLD SENTINEL AUSTRIAN PINE


VANDERWOLF'S PYRAMID LIMBER PINE

SOD


IRRIGATED TURF

ORNAMENTAL TREES


SPRING SNOW CRABAPPLE


JAPANESE FLOWERING CHERRY


THORNLESS COCKSPUR HAWTHORN

PERCENTAGES

11% (.1 ACRES) IRRIGATED TURF
65% (.57 ACRES) DROUGHT TOLERANT PLANTING BEDS
16% (.14 ACRES) PERMEABLE PAVING
8% (.08 ACRES) ACTIVE RECREATION AREA

.89 ACRES CUMULATIVE LANDSCAPED AREAS



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

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

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FOR INTERNAL REVIEW:
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FIREFLY NPA 8 PLAT B4
PRELIMINARY LANDSCAPE PLANS
CITY OF EAGLE MOUNTAIN, UTAH

PROJECT NUMBER:
DATE: 03/09/2026
DESIGNED: GW/AP
DRAWN: EK/EL
CHECKED: WC
REVISIONS:
JOB DESCRIPTION: SCHEMATIC PLAN
SHEET TITLE: NPA 8 PLAT B4
SHEET NUMBER: L100



firefly

A DAI Community

COMMUNITY PLAN

June 30, 2023

FINAL

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST



COMMUNITY PLAN

firefly

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

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01 PROJECT INTRODUCTION

ABOUT FIREFLY

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

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

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

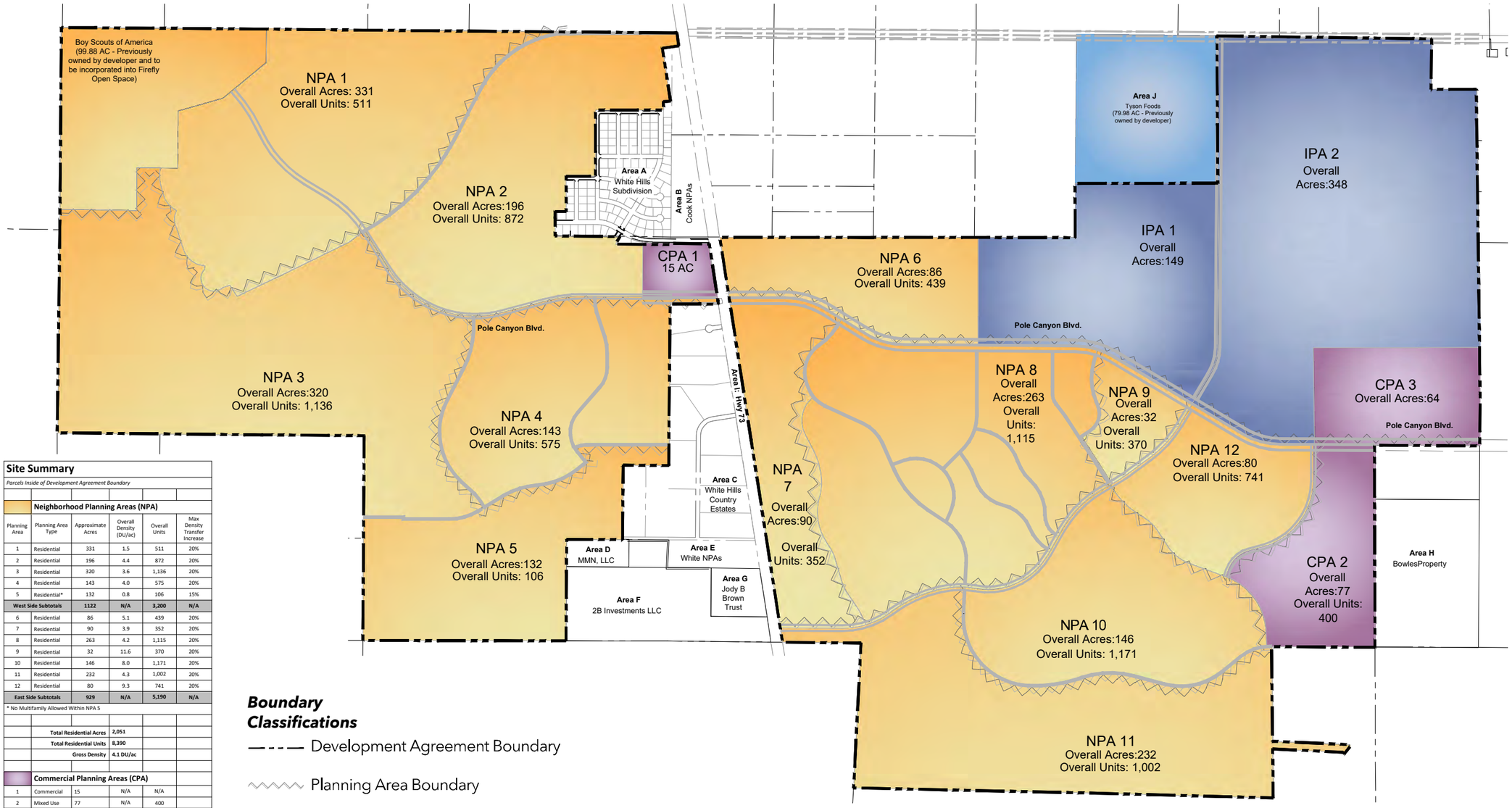
The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

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



LAND USE MASTER PLAN



Site Summary

Parcels Inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

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

* No Multifamily Allowed Within NPA 5

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

Commercial Planning Areas (CPA)

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

Industrial Planning Areas (IPA)

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

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

Boundary Classifications

— - - — Development Agreement Boundary

Planning Area Boundary

NOTE:

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

03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

INTRODUCTION

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

DETAILS

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

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

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

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



TYPES OF PTOS

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

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

PTOS STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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



PARKS AND AMENITY AREA PHASING DETAILS

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

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



OVERALL PTOS SPENDING SCHEDULE

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

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

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

PTOS TIMING

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

COMMUNITY IDENTIFIERS & MONUMENTATION



PUBLIC ART STRUCTURE

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

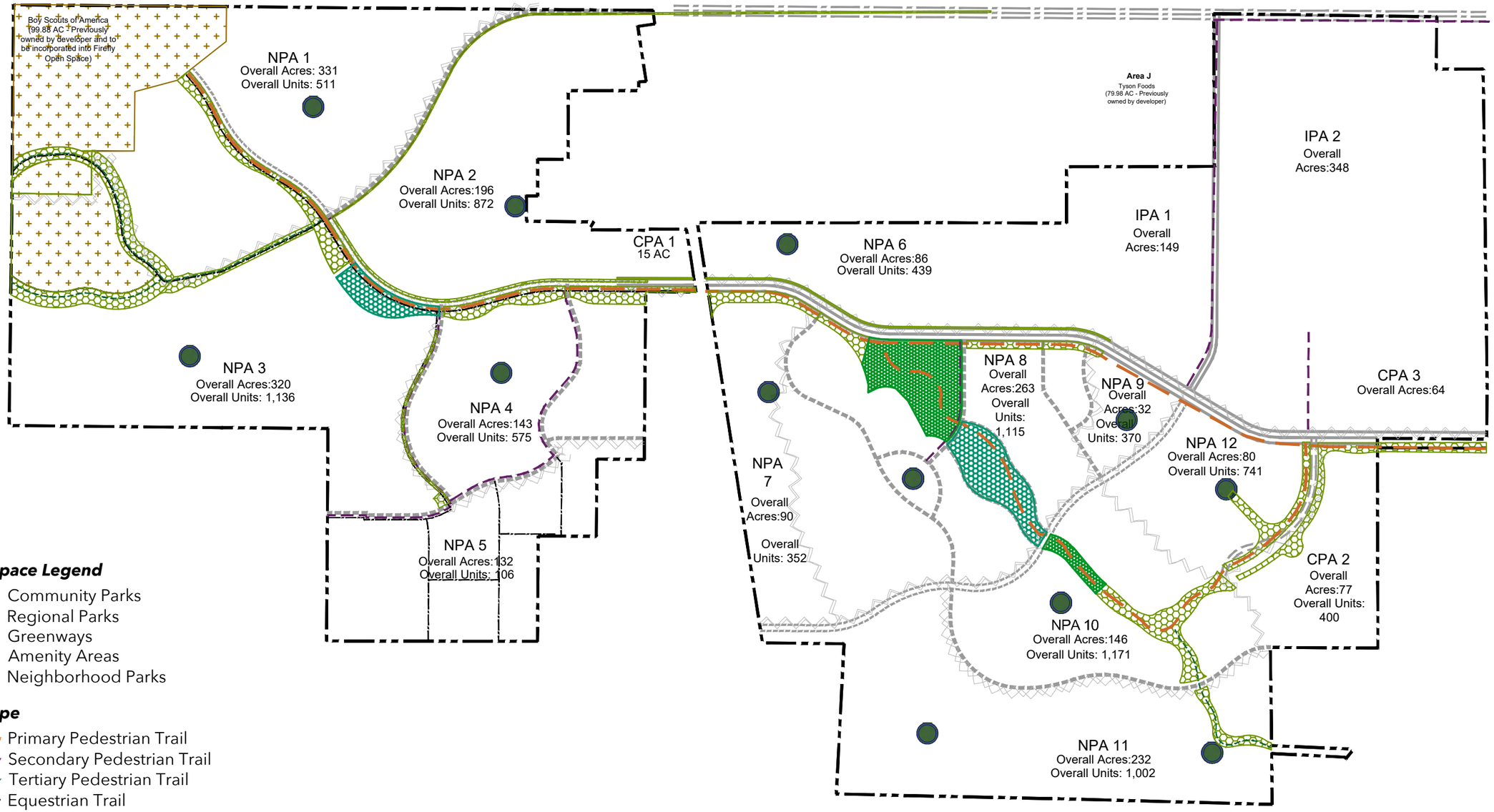
ENTRANCE GATEWAY

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



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

PARKS, TRAILS & OPEN SPACE EXHIBIT



Open Space Legend

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

Trail Type

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

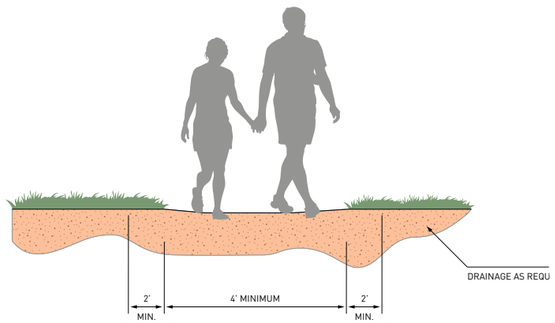
Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

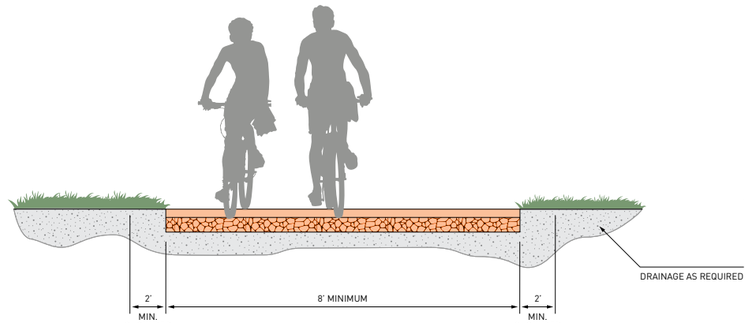
NOTES:

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

TYPICAL TRAIL SECTION EXHIBIT

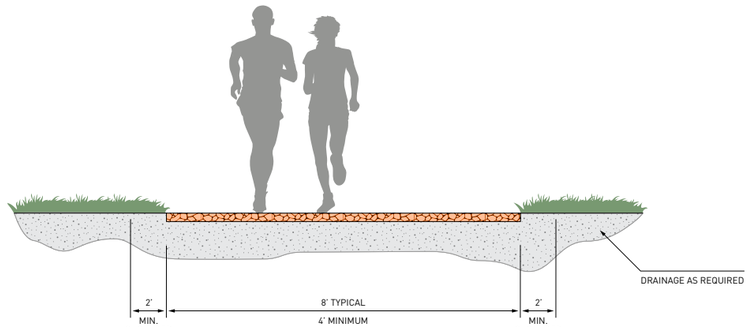


Dirt Trail



Asphalt Trail

3" Asphalt / 6" Base

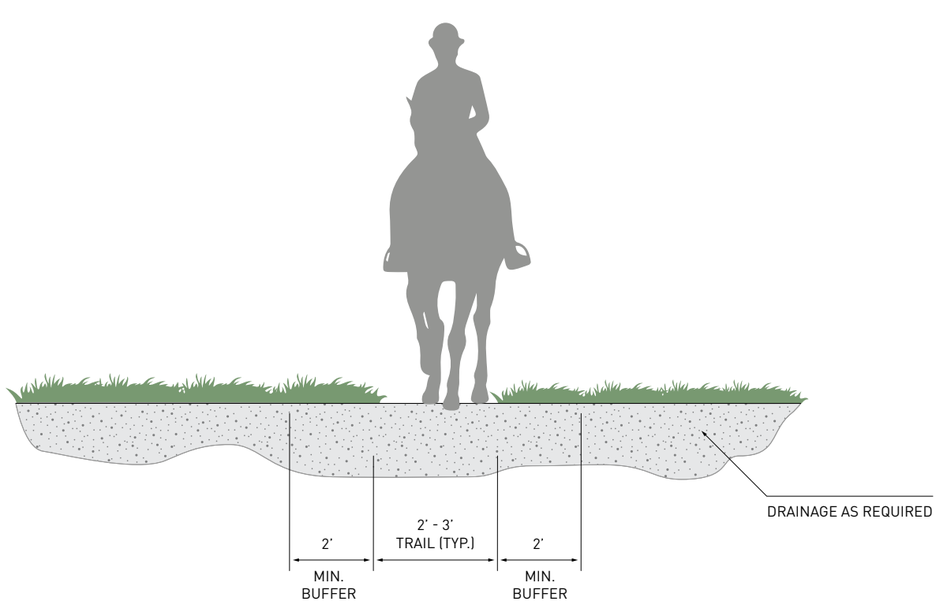


Unpaved Trail

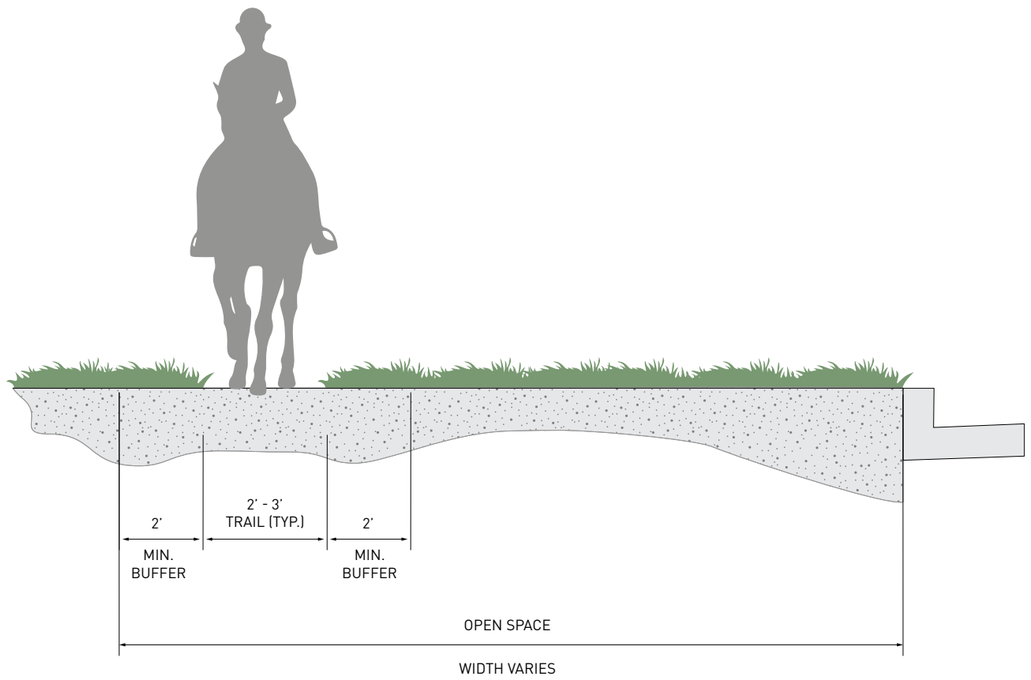
NOTE: Cross-sections of trails may be widened on any of the trail types.



EQUESTRIAN TRAIL SECTION EXHIBIT



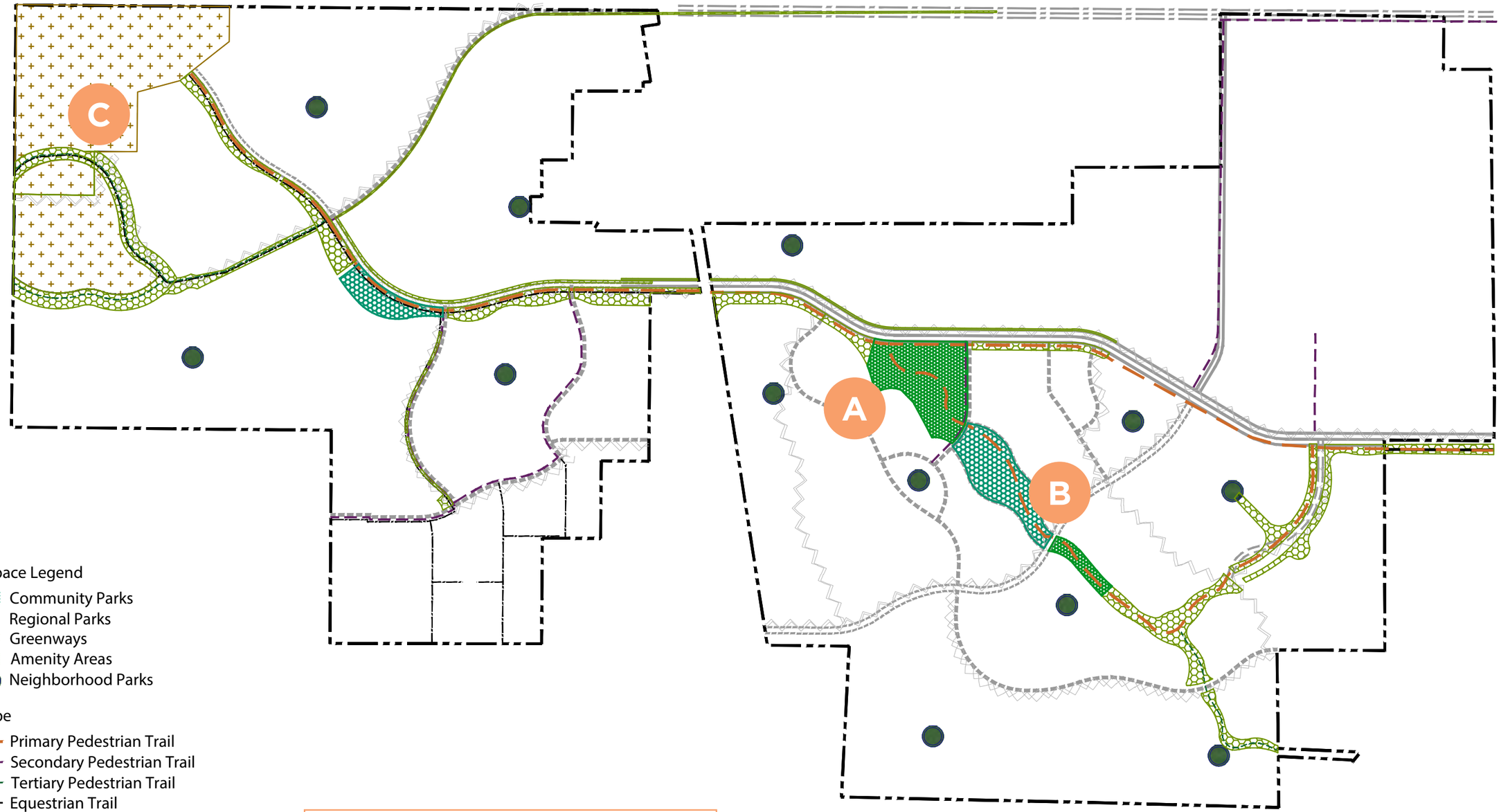
Off-Road Equestrian Trail



Roadway Equestrian Trail

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

PROPOSED PARKS A, B, AND C



Open Space Legend

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

Trail Type

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

Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

NOTE:

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

A—COMMUNITY PARK



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

NOTE:

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

A—COMMUNITY PARK EXAMPLES

















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

B—AMENITY AREA



11 INDOOR/OUTDOOR DESTINATION PLAYGROUND

12 UNDERPASS AMPHITHEATER

13 MAIN AMENITY BUILDING

14 SPLASH PAD

15 ENTRY PLAZA

16 BOULDER CLIMBING FEATURE

17 EVENT / SPORTS LAWN / U8 SOCCER

18 PARKING

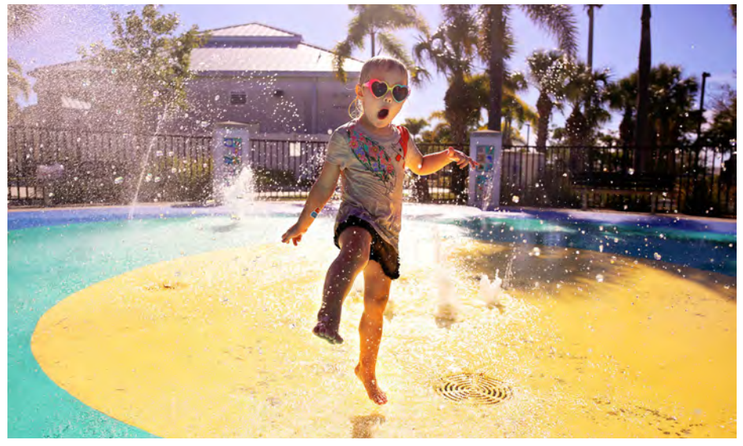
19 REGIONAL TRAIL

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

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

B—AMENITY AREA EXAMPLES



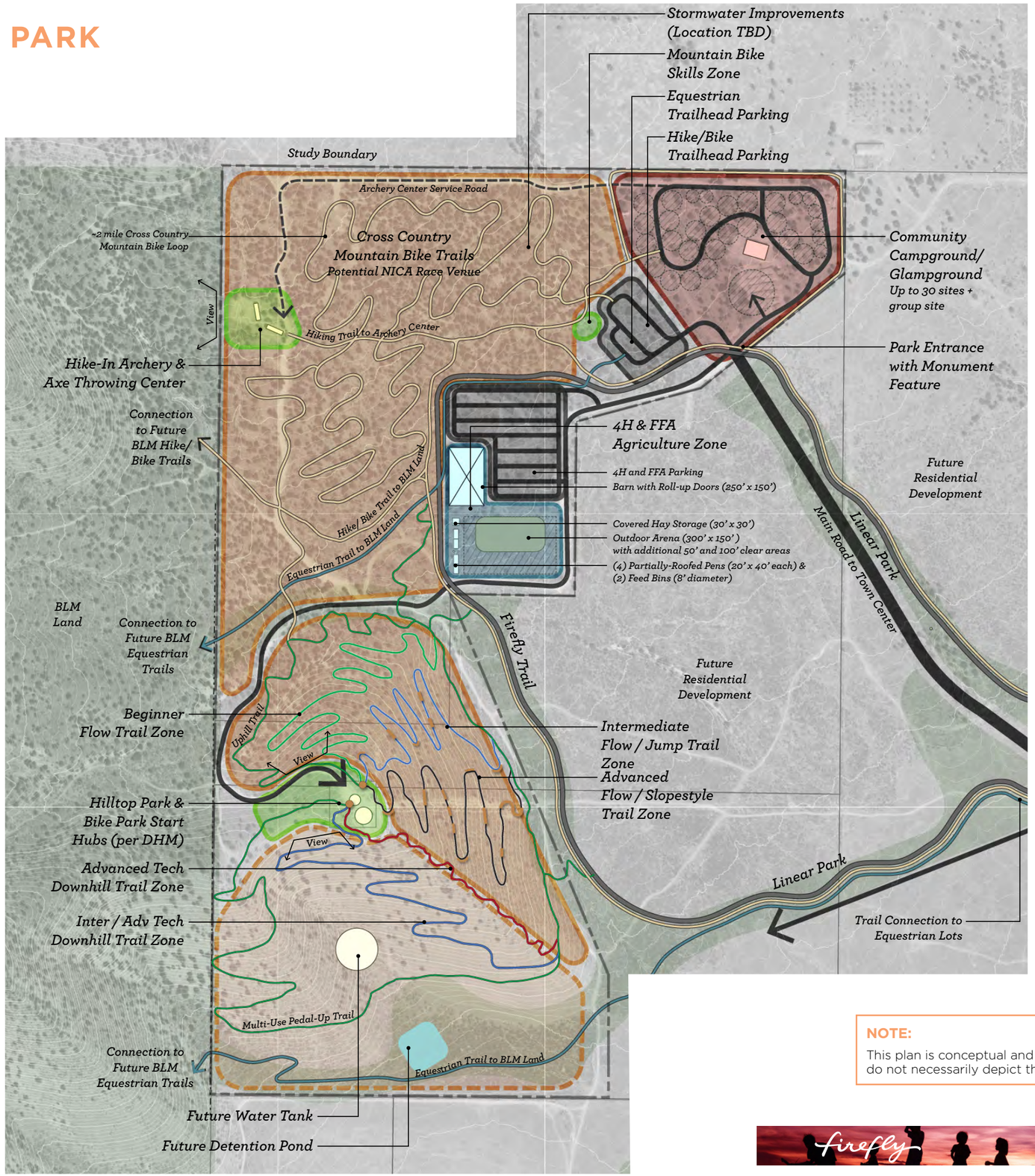






NOTE: These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

C—REGIONAL PARK



Legend

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

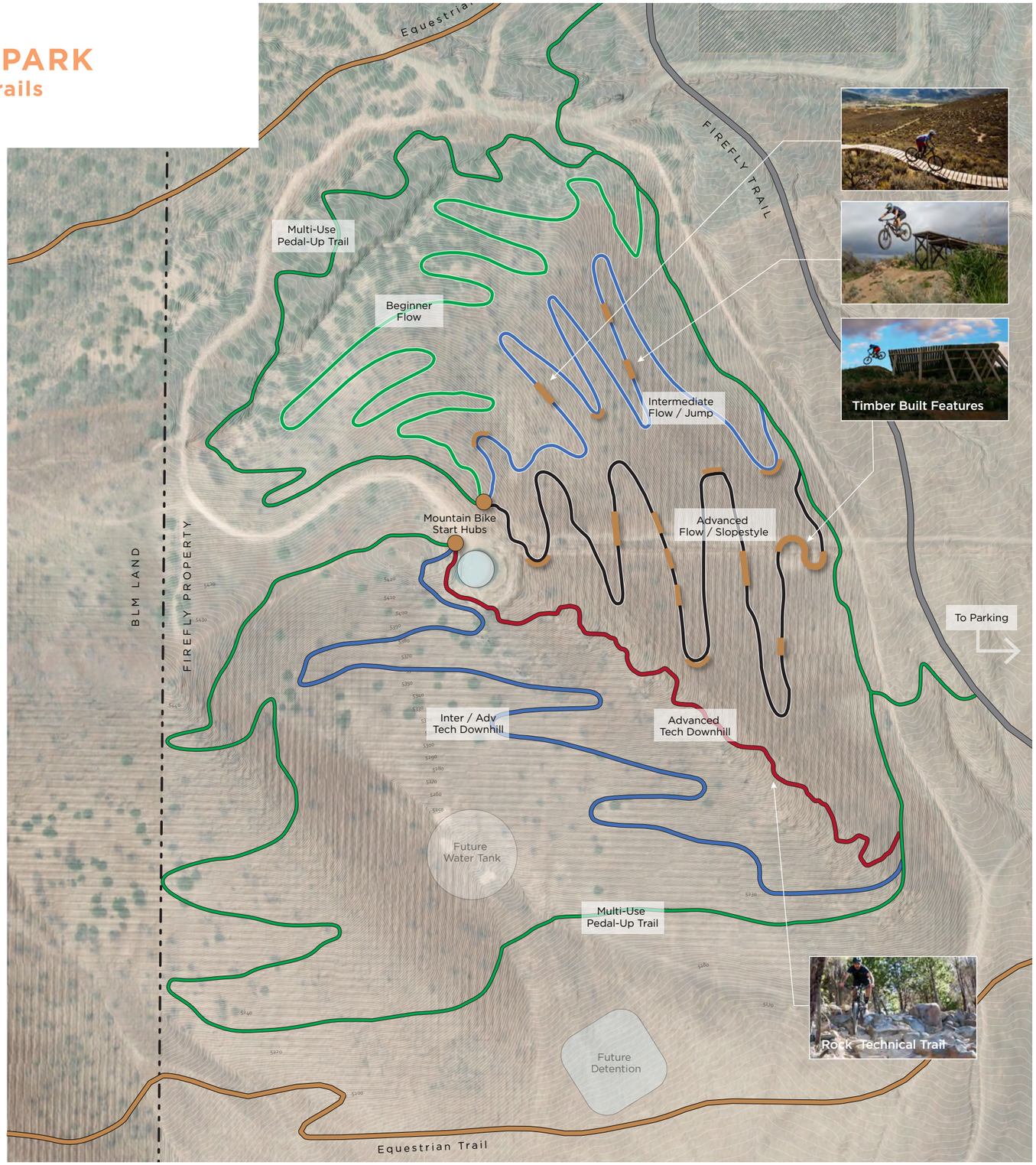
North

1" = 200'-0"

0 200 400 ft

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

C—REGIONAL PARK
Downhill Flow Trails



LEGEND

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

NOTE:

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

C—REGIONAL PARK EXAMPLES













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

ENTRANCE FEATURES / MONUMENT SIGNAGE

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

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

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

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



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

COMMUNITY WAYFINDING SIGNS

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

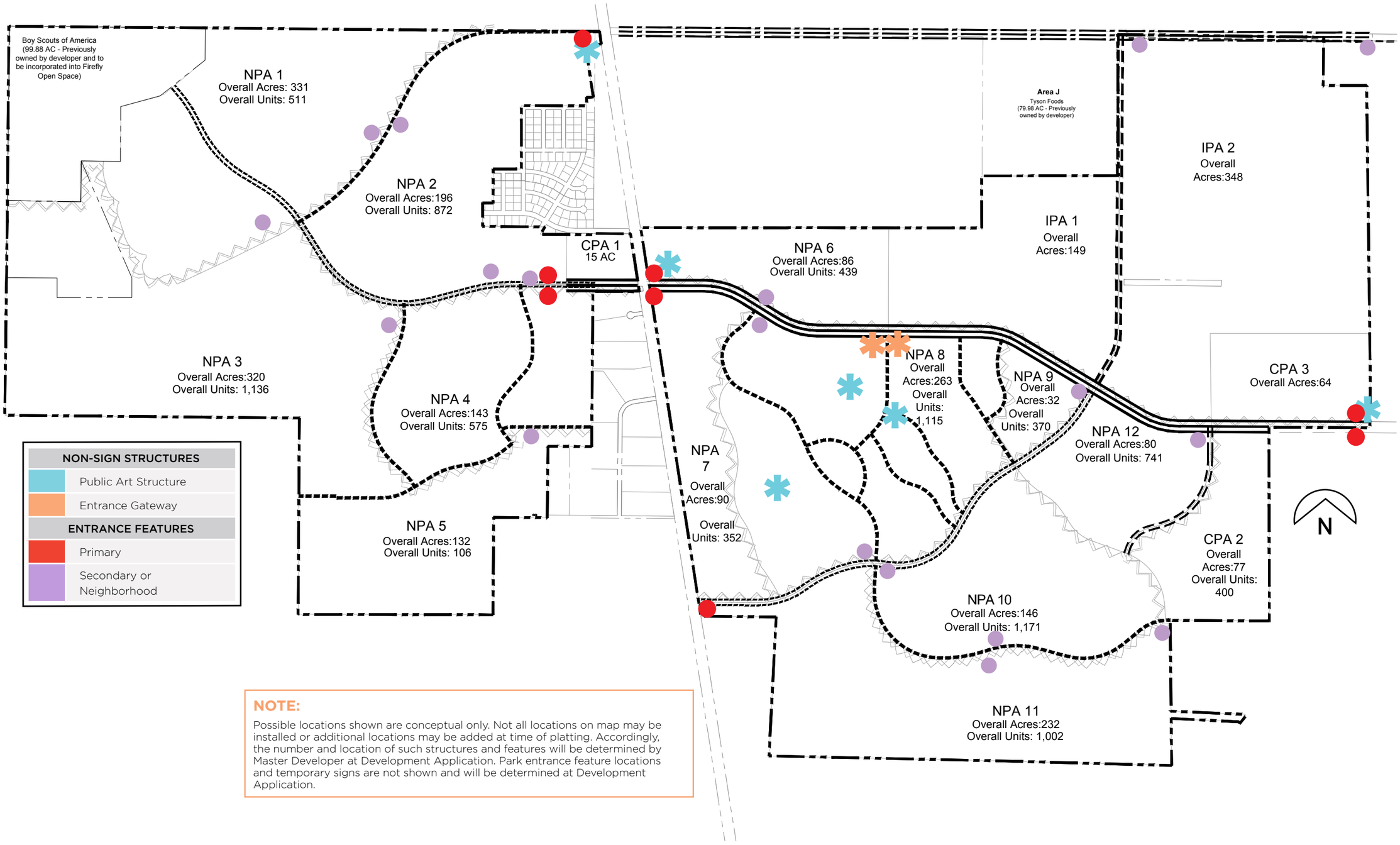


NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

TRAIL SIGNAGE

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

MONUMENTATION PLAN



NON-SIGN STRUCTURES
Public Art Structure
Entrance Gateway
ENTRANCE FEATURES
Primary
Secondary or Neighborhood

NOTE:

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

LANDSCAPING PHILOSOPHY

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

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

Streetscapes

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

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

General Street Tree Standards

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

LANDSCAPE WATER EFFICIENCY STANDARDS

Purpose

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

Applicability

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

Outdoor Landscaping Standards

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

Definitions

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

Landscaping Requirements

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

2. Nonfunctional turf to be used sparingly.

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

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

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

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

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

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

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

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

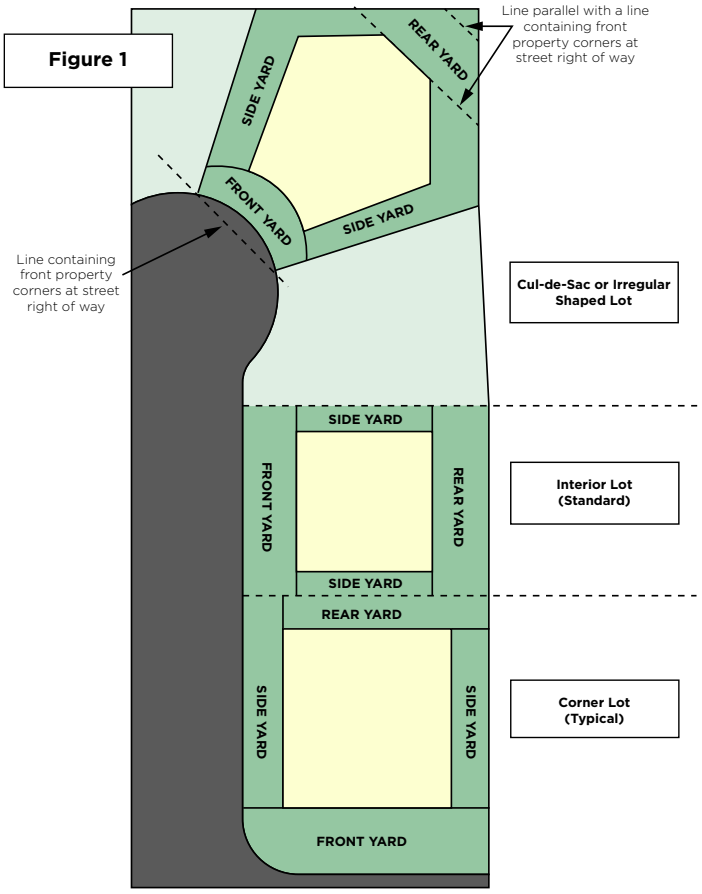
    c. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies. Park strips are excluded.

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

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



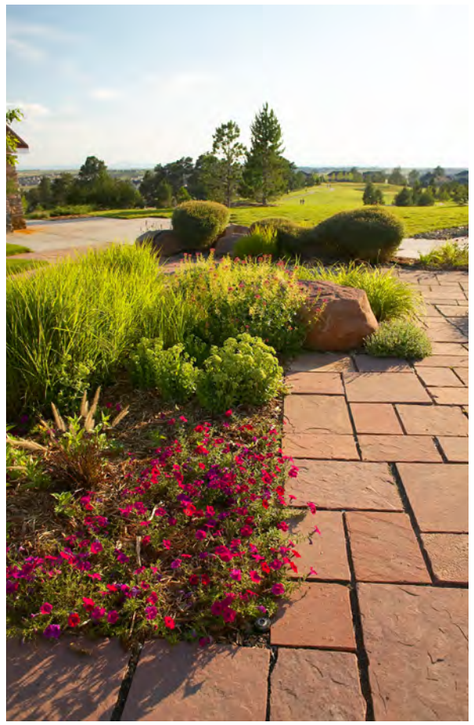
9. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law,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



EXAMPLES OF LANDSCAPING













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

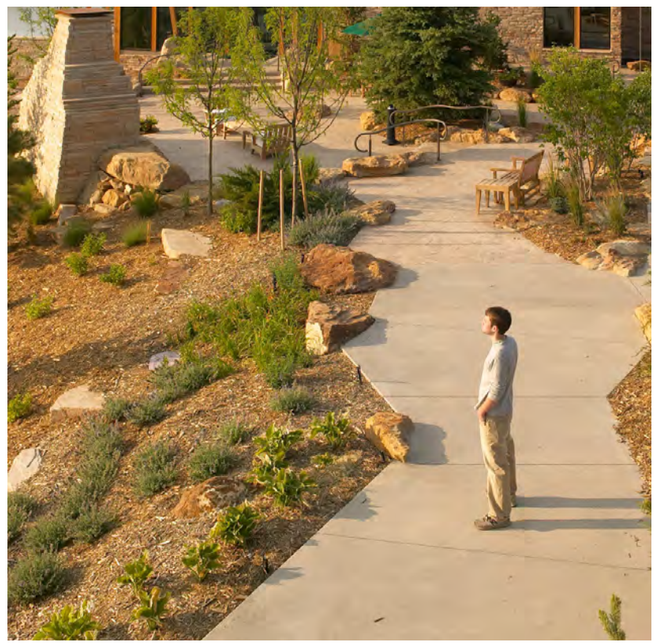
EXAMPLES OF COMMUNITY CONNECTIVITY















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EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



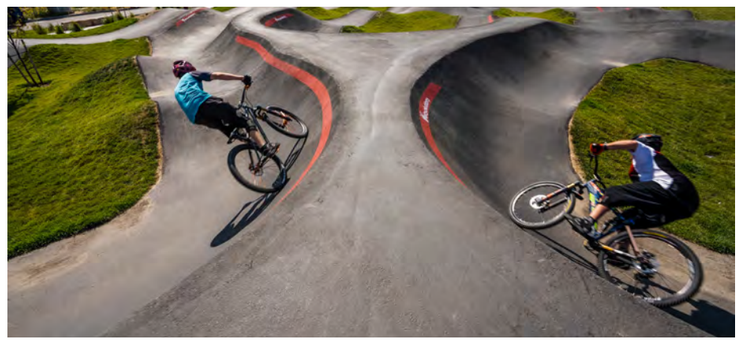
















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04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

Master Owners Association

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

Firefly ARC

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

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



SINGLE-FAMILY TYPES

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

SINGLE-FAMILY STANDARDS

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

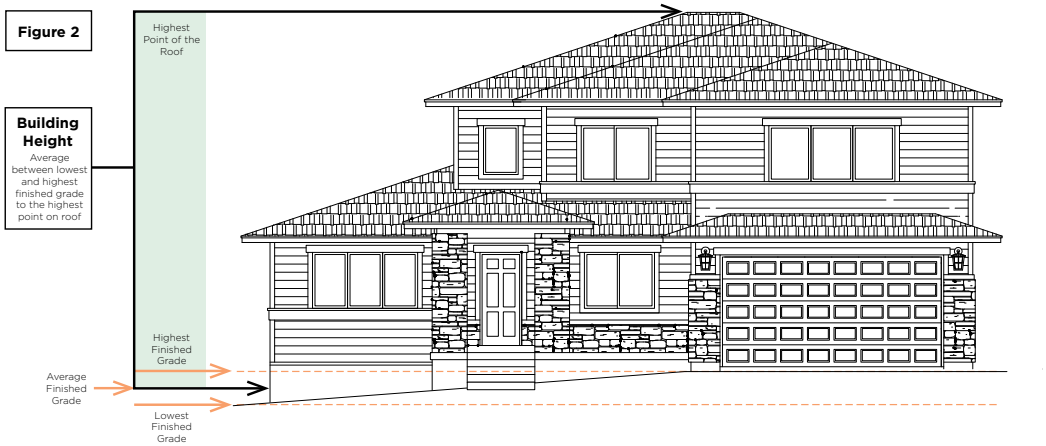
ACCESSORY BUILDINGS			
Type of Building	**Rear**	**Side**	**Maximum Building Height[2]**
Barns	5′	5′	35′
ADU[3]	5′	5′	35′

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

Reference Notes

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

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



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

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

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

SINGLE-FAMILY DEVELOPMENT STANDARDS

General Standards

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

Roof Pitch

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

Parking Standards

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

Fencing

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

Architectural Relief

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



EXAMPLES OF SINGLE-FAMILY HOME DESIGNS





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





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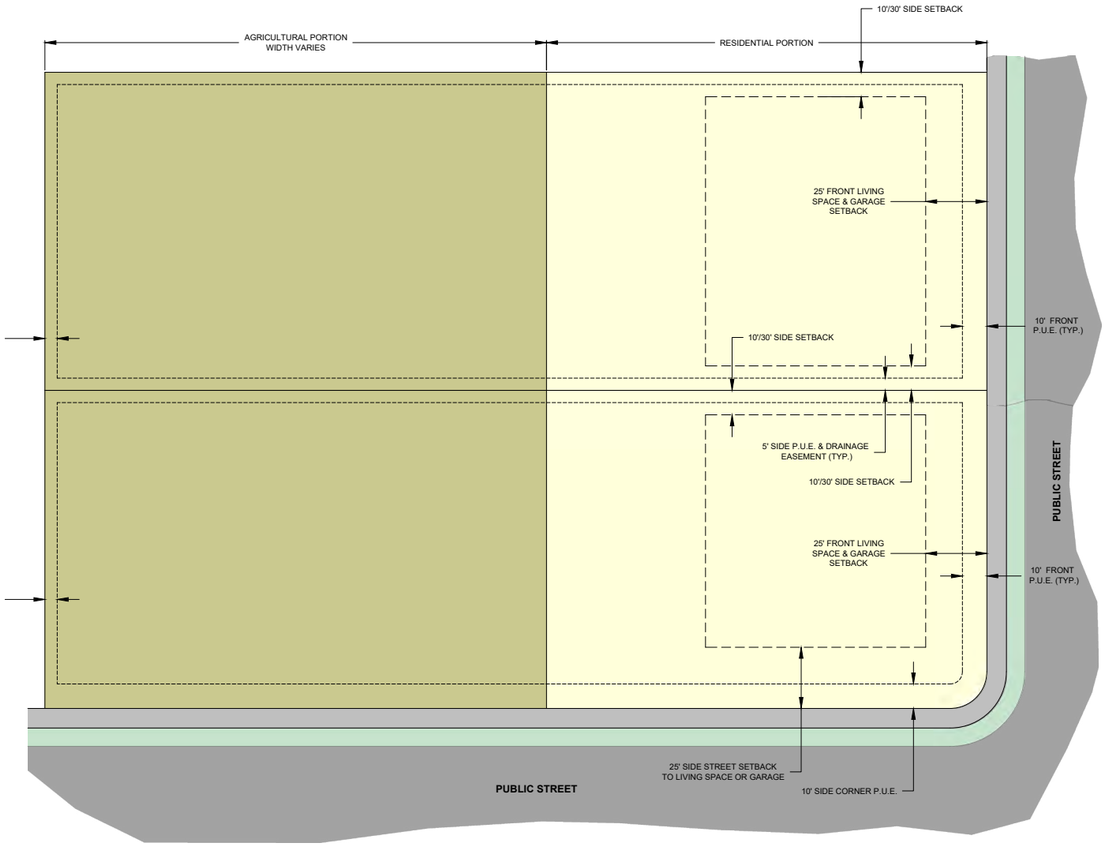




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SINGLE-FAMILY SETBACK EXHIBIT

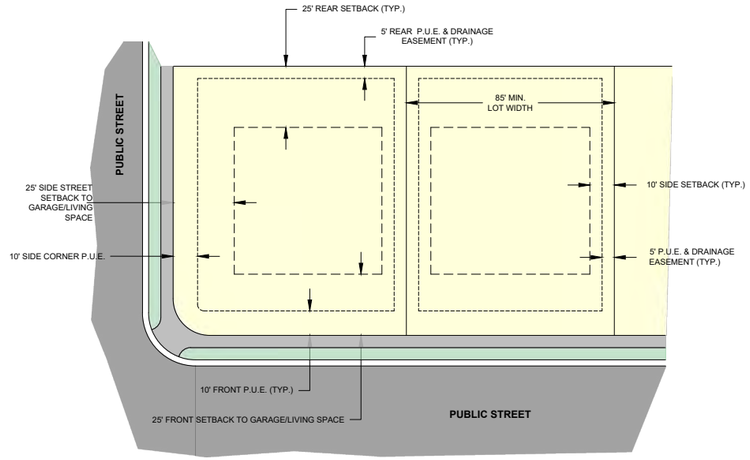
Agriculture Lot



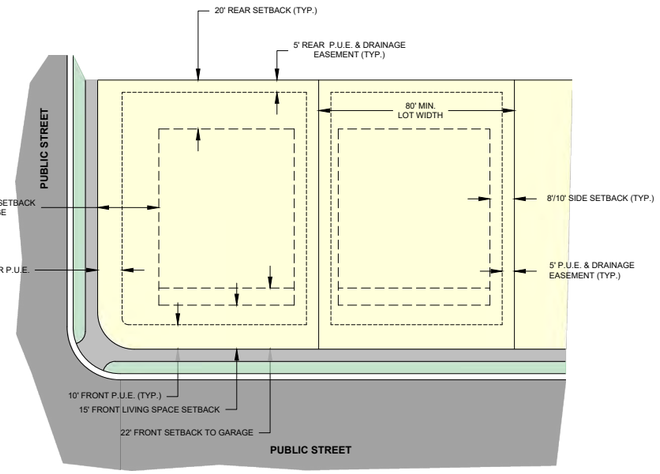
AGRICULTURAL LOT

NOTE:

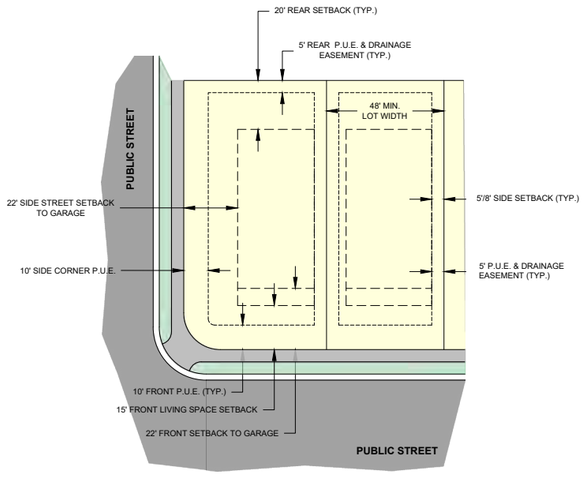
1. Structures or corrals housing animals: 50' from neighboring residences.
2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.



Standard "A" Lot



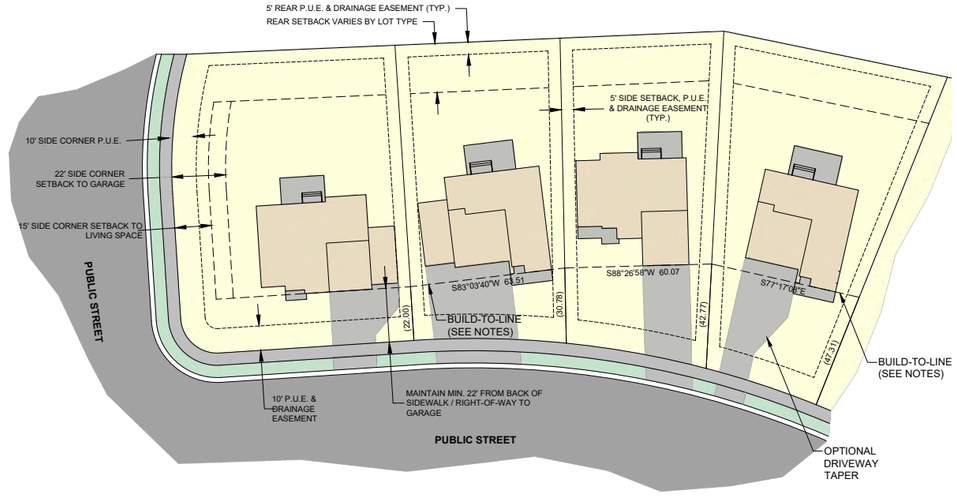
Standard "B" Lot



Standard "C" Lot

SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

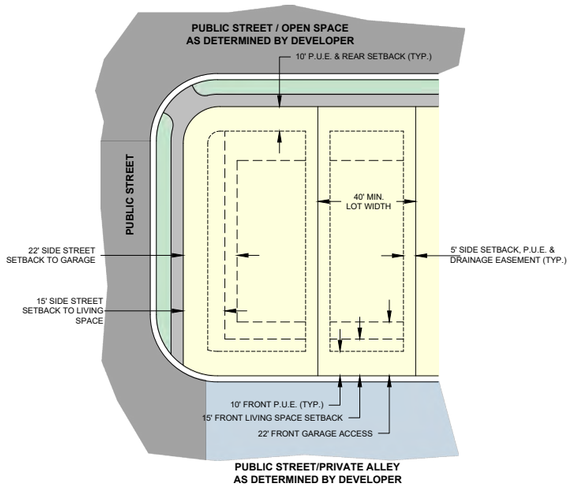
Curvilinear / Coving



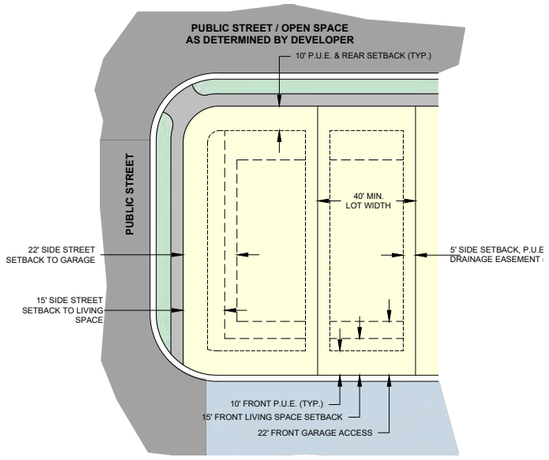
NOTE:

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

Cottage



Alley Load



MULTI-FAMILY TYPES

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

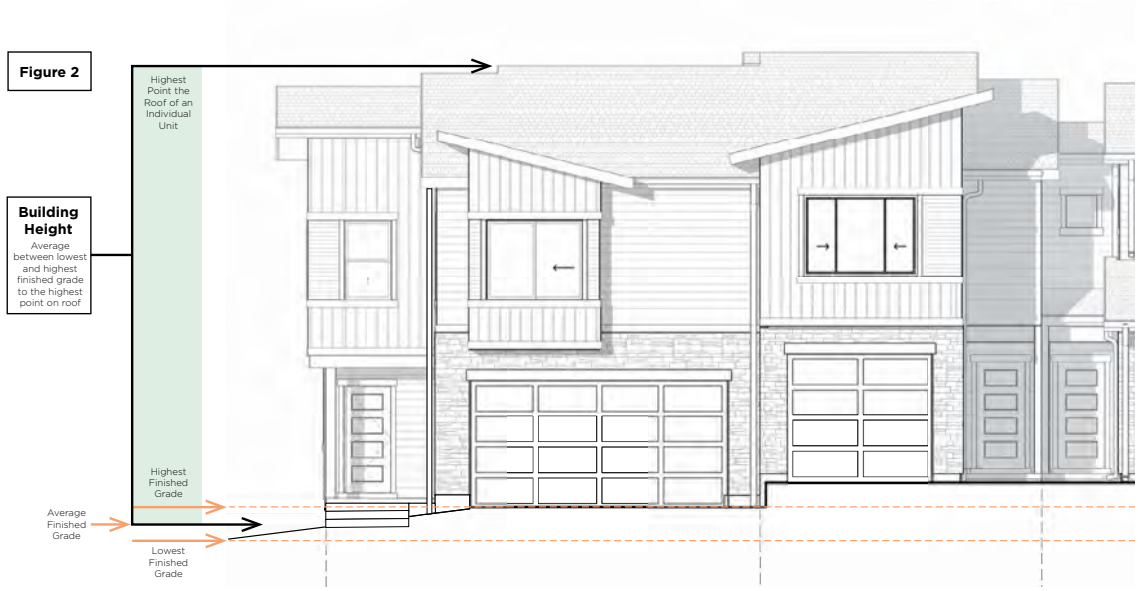
MULTI-FAMILY STANDARDS

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

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

Reference Note

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



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

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

TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

Roof Pitch

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

Minimum Lot Area

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

Parking Standards

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

Fencing

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

Exterior Materials

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

Roof Type

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

Architectural Relief

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

Building Size

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



PTOS

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

EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS





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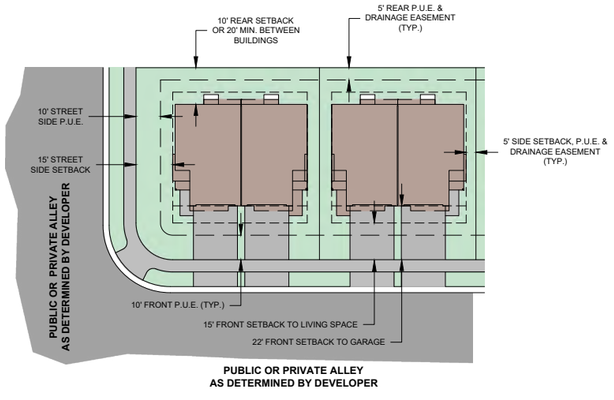




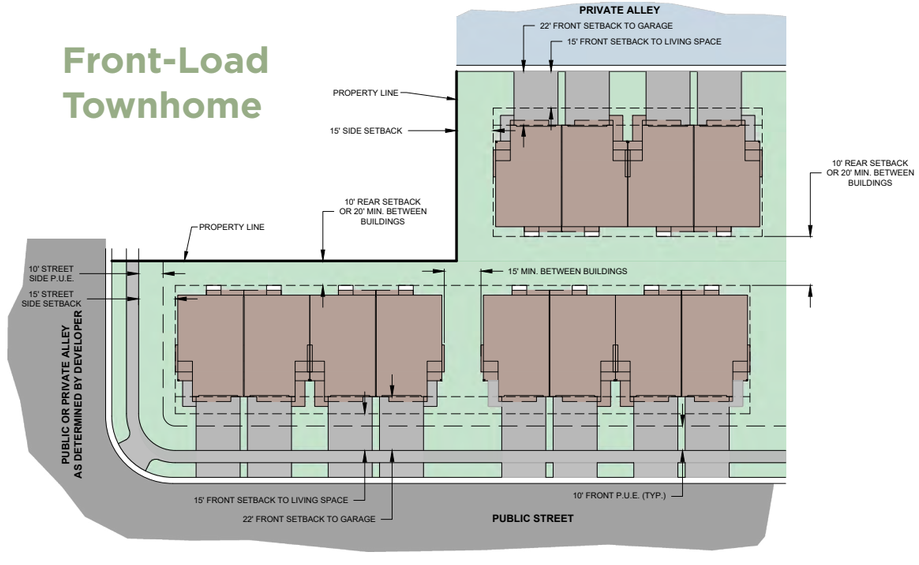
NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

TWIN HOME & TOWNHOME SETBACK EXHIBIT

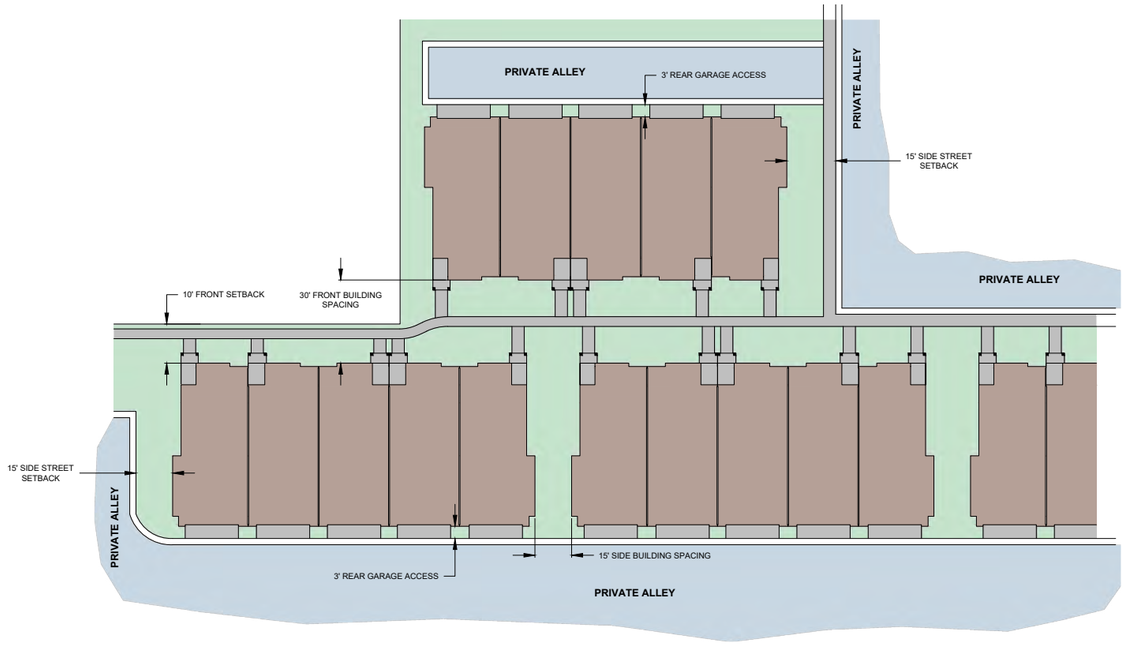
Twin Home

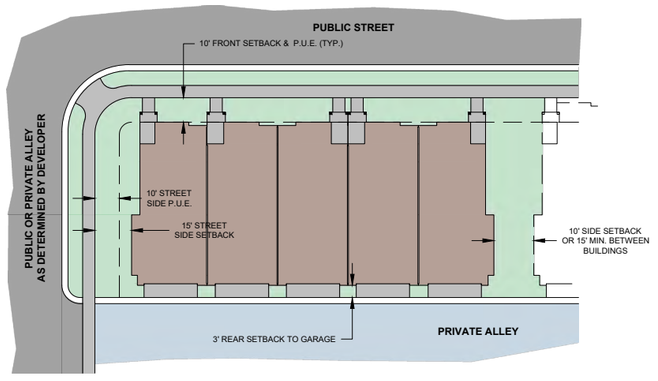


Front-Load Townhome



Rear-Load Townhome





APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

Roof Pitch

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

Minimum Lot Area

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

Parking Standards

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

Fencing

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

Exterior Materials

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

Roof Type

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

Architectural Relief

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

PTOS

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

Apartment Pool

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



EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS



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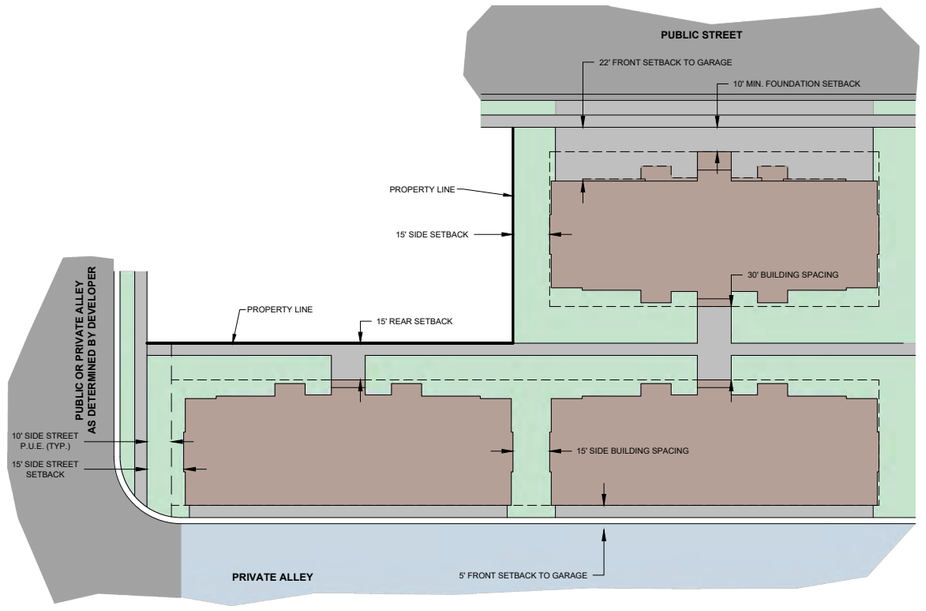




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APARTMENT & CONDOMINIUM SETBACK EXHIBIT

Apartment & Condominium Building



EXAMPLES OF RESIDENTIAL HOUSING















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EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

Typical Craftsman Design

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

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



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

Typical Farmhouse Design

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

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



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

Typical Scandinavian Design

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

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



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

Typical Prairie Design

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

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



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

Typical Utah Traditional Design

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

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



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

Typical Modern Design

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

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



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

SALES SIGNS

ON-PREMISE TEMPORARY COMMUNITY SIGNS

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

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

BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

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

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



05 COMMERCIAL DEVELOPMENT STANDARDS

COMMERCIAL STANDARDS

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

BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

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

Exceptions to City's Vested Laws

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

Lot Width: No minimum lot width.

COMMERCIAL WITHIN NPA AREAS

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



Exceptions to City's Vested Laws

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

Lot Width: No minimum lot width.

Building Height: Maximum height of 55 feet.

Building Size: No minimum or maximum requirement.

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

COMMERCIAL PLANNING AREAS (CPA)

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

Exceptions to City's Vested Laws

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

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

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

Building Size: No requirements.

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

EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS

















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

PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

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

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

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



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

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

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

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



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

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

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

CONTINUING USE RESTRICTION

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

COMMERCIAL/BUSINESS PARK SIGNS

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

MONUMENT SIGNS IN COMMERCIAL AREAS

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

PYLON & PEDESTAL SIGNS

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

WALL SIGNS

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

06 TRANSPORTATION

ROADWAY FACILITIES

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

The specific objectives of the document include:

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

Existing Transportation Corridors & Improvements

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

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

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

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



Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

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

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

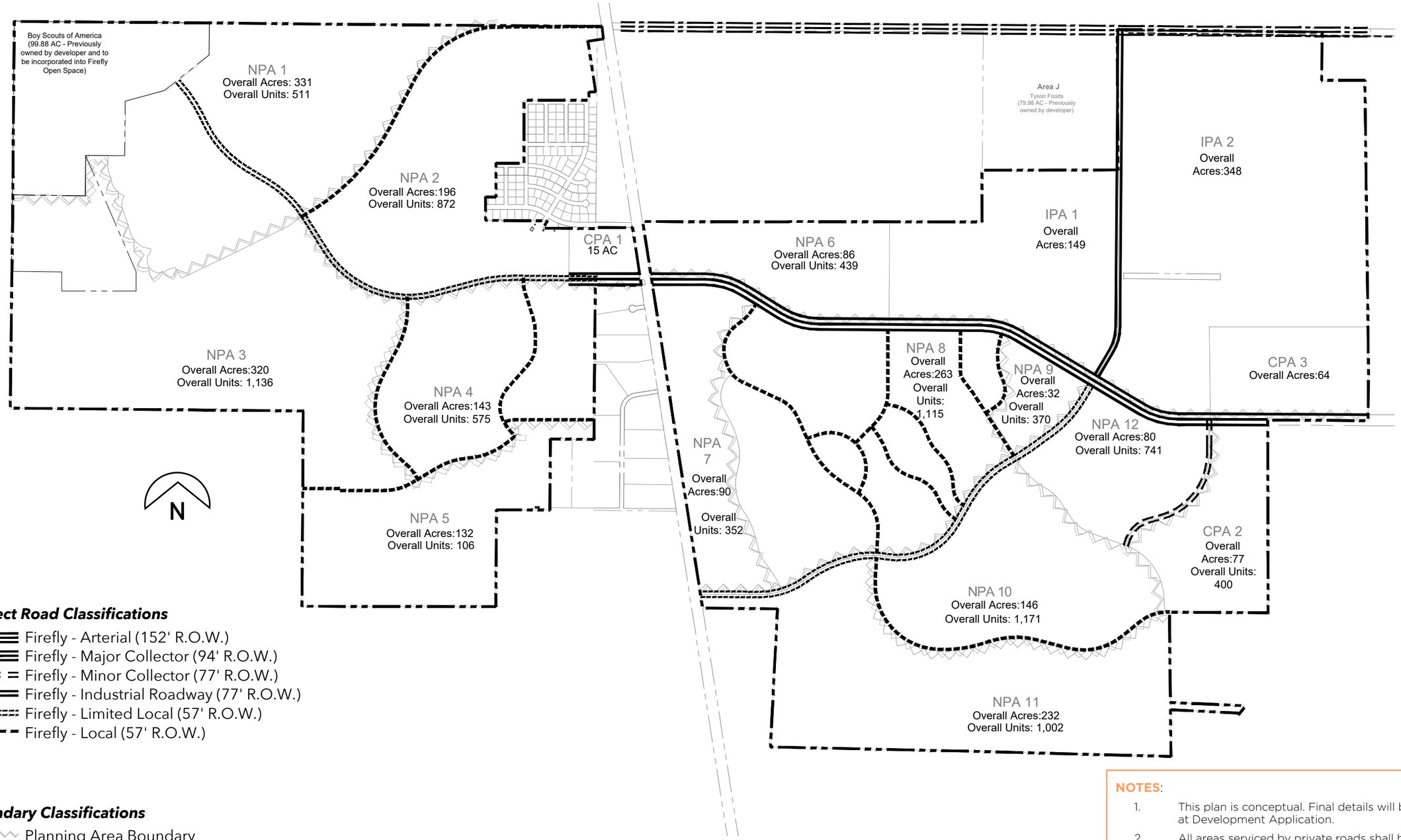
Future City Transportation Corridors

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

Industrial Zone Area Road Standards

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

ROADWAY EXHIBIT



Project Road Classifications

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

Boundary Classifications

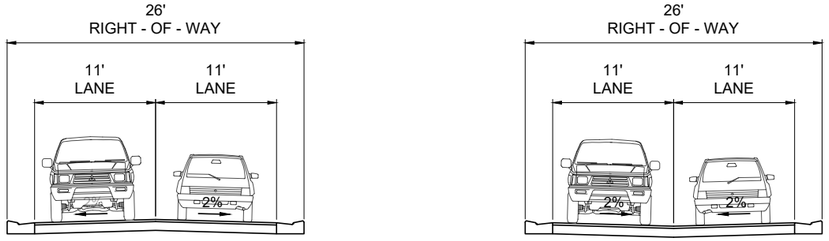
- Planning Area Boundary
- Property Boundary

NOTES:

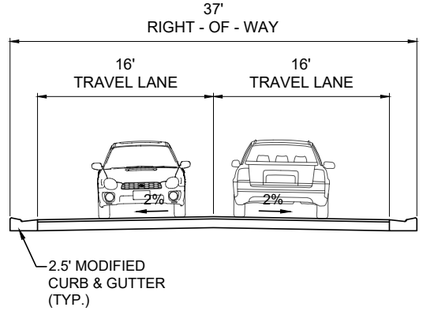
1. This plan is conceptual. Final details will be determined at Development Application.
2. All areas serviced by private roads shall have a separate pedestrian pathway plan included with the Development Application.
3. Neighborhood/district acreages are approximate.

STREET SECTIONS

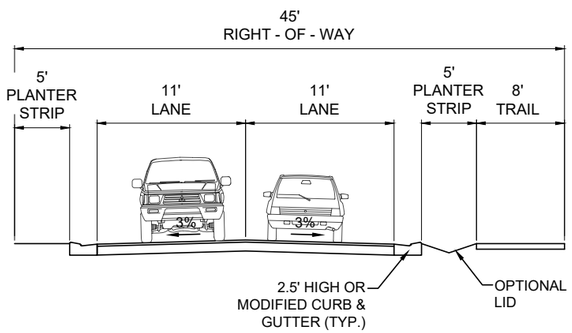
NOTE: Public/private determined by Master Developer.



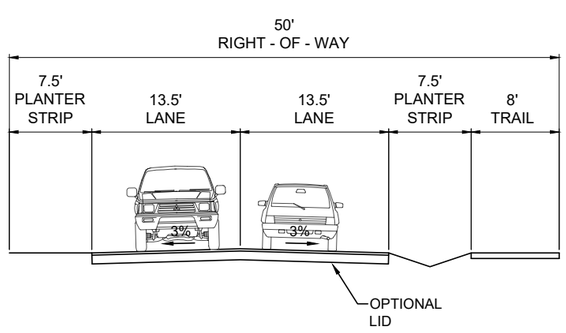
1 **26' PRIVATE ALLEY SECTIONS**



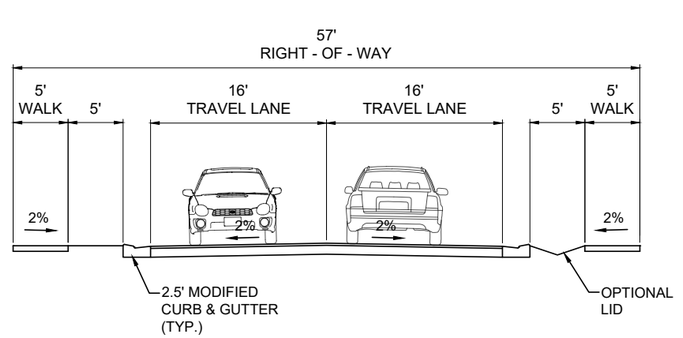
2 **37' SUB-LOCAL SECTION** (MULTI-FAMILY & LOCAL TO LOCAL CONNECTION)



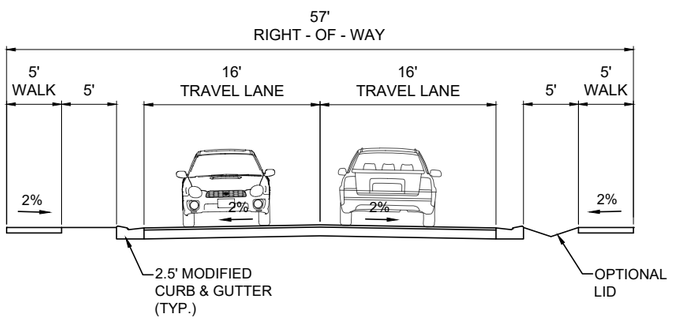
3 **45' RURAL SECTION (NPA-5)**



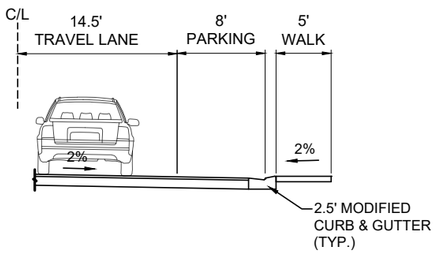
3A **50' RURAL SECTION (NPA-5)**



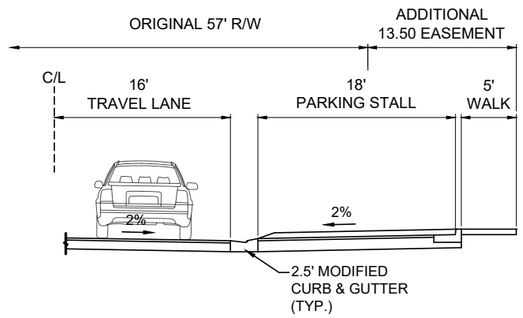
4 **57' LOCAL SECTION (FRONTAGES GREATER THAN 80')**



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



OPTIONAL PARALLEL PARKING
ONE SIDE ONLY



OPTIONAL PERPENDICULAR PARKING

LEI
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PLANNERS
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Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

POLE CANYON
EAGLE MOUNTAIN, UTAH

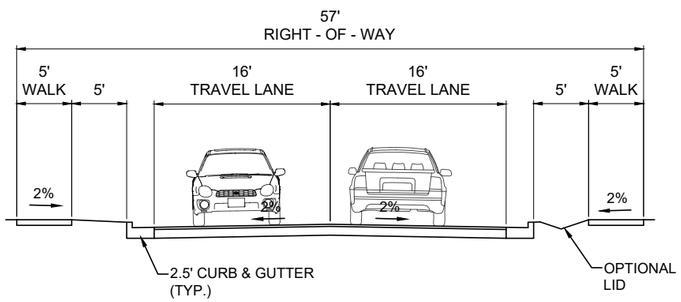
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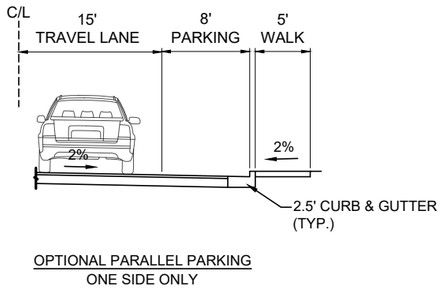
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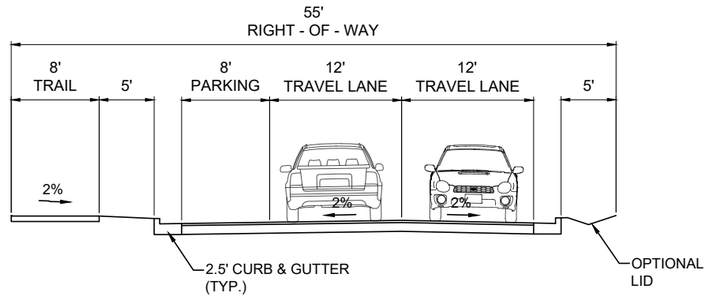
LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET 1

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NOTE: Public/private determined by Master Developer.

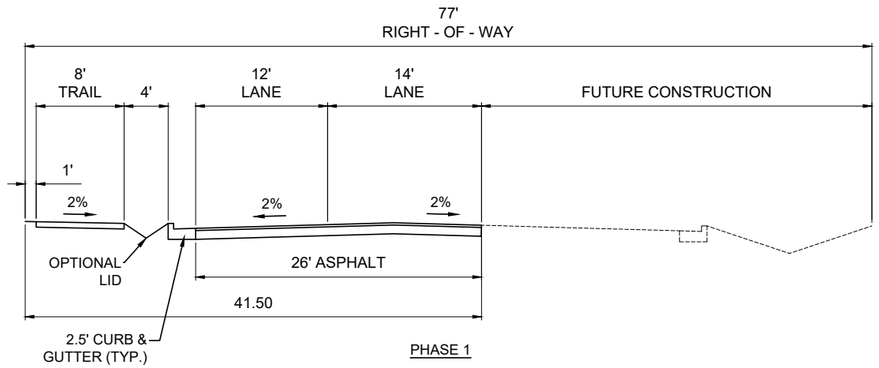




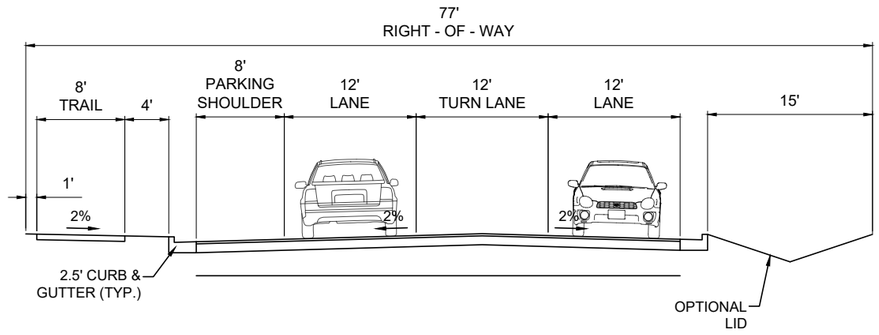


5 **57' LIMITED LOCAL SECTION**

6 **55' INDUSTRIAL SECTION**

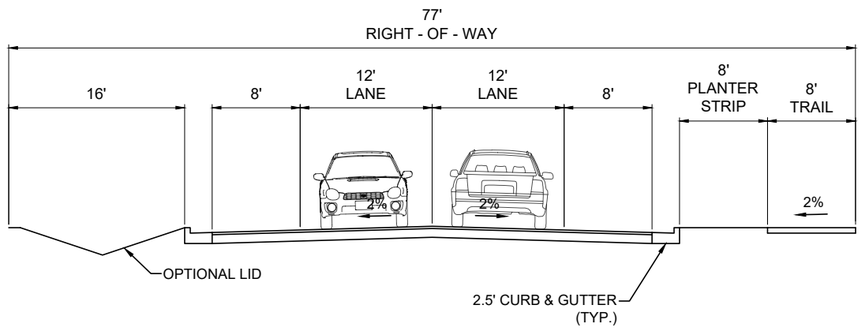


PHASE 1



FULL BUILD OUT

7 **77' INDUSTRIAL SECTIONS**



8 **77' MINOR COLLECTOR SECTION**

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SURVEYORS
PLANNERS
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Spanish Fork, UT 84660
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Fax: 801.798.9393
office@lei-eng.com
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POLE CANYON
EAGLE MOUNTAIN, UTAH

STREET SECTIONS

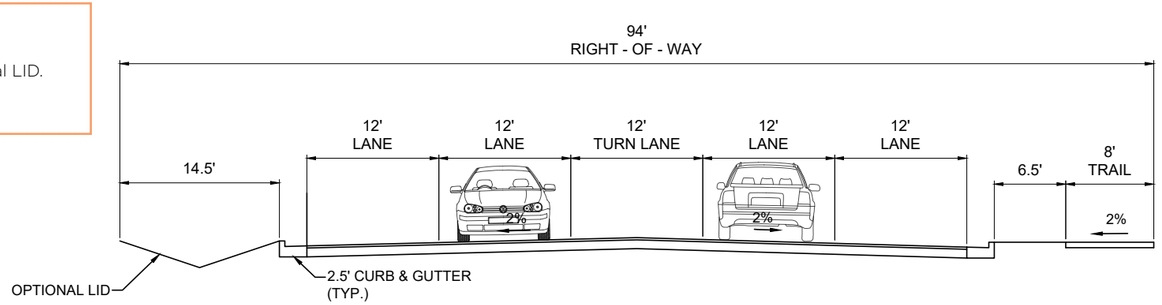
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DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 4/19/2023
SHEET: 2

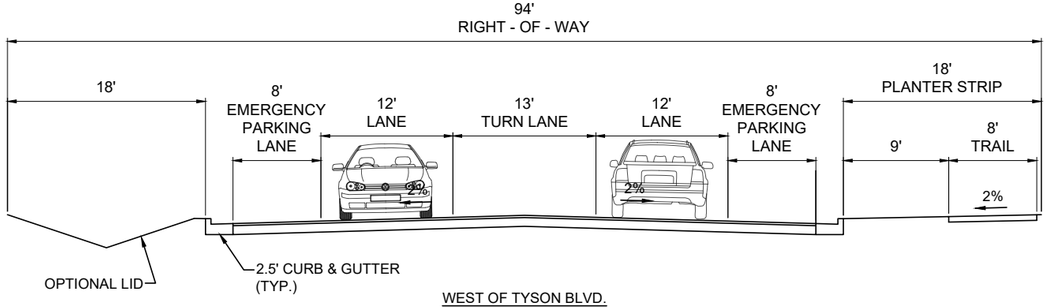
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NOTE:

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

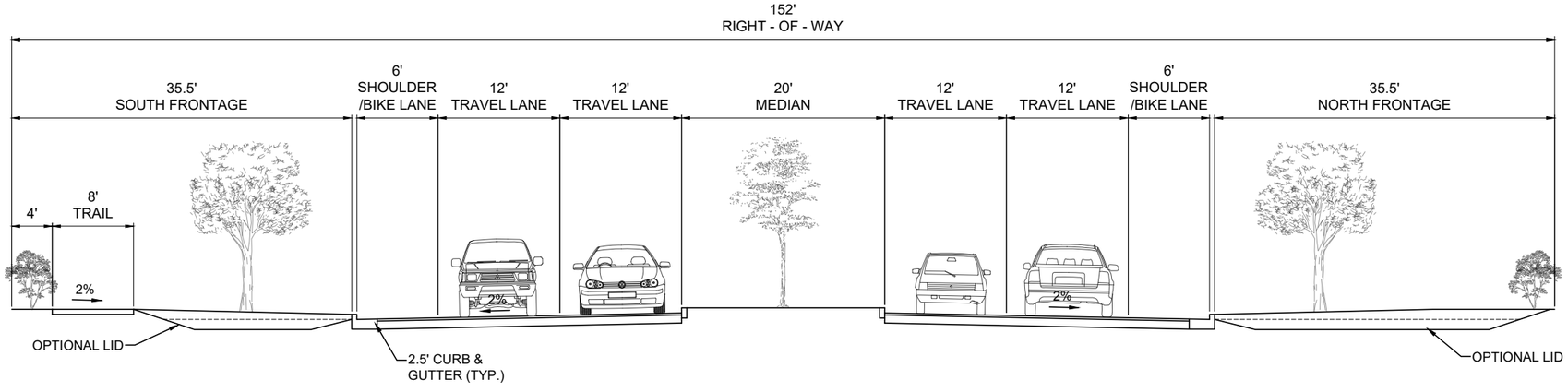


EAST OF TYSON BLVD.



WEST OF TYSON BLVD.

9 | 94' MAJOR COLLECTOR SECTIONS



10 | 152' ARTERIAL SECTION

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 25, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Extended Hours for Construction Operations for QTS - SLC1 as Allowed in Eagle Mountain Municipal Code Section 8.15.080(G).
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	QTS

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Business Park/Light Industry Zoning: Agriculture with the Regional Technology and Industry Overlay Zone	170.24

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Mickie Mills, Planner	Mickie Mills

RECOMMENDATION:
Staff recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, Authorizing Extended Hours for Construction Operations for QTS - SLC1 as Allowed in Eagle Mountain Municipal Code Section 8.15.080(G).

To mitigate potential impacts, staff recommends the following conditions for approval entered into the Resolution as Exhibit A:

Lighting Design and Selection
- Directional Lighting: Use fixtures that direct light downward and reduce skyward light spill. Shielded or full-cutoff fixtures will be used to minimize light pollution.
- LED Lighting: Opt for energy-efficient LED lights with adjustable intensity. LEDs allow better control of light output, reducing excess illumination.

Notification of Adjacent Residents
- Notification: Work with the City to ensure advance notice to adjacent residents about the type and duration of the work.

Regularly Scheduled Review
- Require the applicant to request an extension every 6 months to ensure impacts are being mitigated properly.

BACKGROUND:
QTS continues to work on their data center campus just west of the Meta data center campus. They are planning for a rapid pace of construction. 8.15.080(G) and 8.15.070 restrict when construction can take place as a means of limiting the amount of noise produced at sites primarily during the nighttime hours. The QTS campus is in a remote part of the city with the nearest homes being 4 homes in Fairfield that are approximately 0.7 miles from the center-point of the QTS property. QTS

anticipates noise levels would be typical for commercial/industrial construction.
Parcels requesting this change include 38:740:001, 38:740:002, 38:740:003, 38:740:004, 38:740:005, 38:740:006, 38:740:007, 38:740:008, and 38:740:009.

ITEMS FOR CONSIDERATION:
8.15.080(G) and 8.15.070 restrict when construction can take place as a means of limiting the amount of noise produced at sites primarily during the nighttime hours.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Exhibit A - Variance Mitigation Plan
3. Layton Construction Request
4. Map of Homes and Parcels Under Construction

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING EXTENDED HOURS FOR CONSTRUCTION OPERATIONS FOR QTS – SLC 1 AS ALLOWED IN EAGLE MOUNTAIN MUNICIPAL CODE SECTION 8.15.080(G)

PREAMBLE

WHEREAS, Eagle Mountain Municipal Code Section 8.15.080(G) states that the City Council may authorize extended hours for construction operations of procedures which, by their nature, require continuous operation, or modify or waive the hours of work for or on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants; and

WHEREAS, Layton Construction Company has requested the City Council authorize construction activities to occur twenty-four (24) hours per day, seven (7) days per week, in order to perform installations efficiently and safely while maintaining critical path milestones necessary for timely project delivery; and

WHEREAS, the City Council of Eagle Mountain City, Utah, has determined that authorizing extended construction hours for the QTS- SLC 1 project is in the public interest, subject to the conditions more specifically set forth in Exhibit A.

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

1. The extended hours for construction operations, as more specifically described in Exhibit A, are approved.

2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 25th 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 25th 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

Variance Mitigation Plan

Lighting Design and Selection

- Directional Lighting: Use fixtures that direct light downward and reduce skyward light spill. Shielded or full- cutoff fixtures will be used to minimize light pollution.
- LED Lighting: Opt for energy-efficient LED lights with adjustable intensity. LEDs allow better control of light output, reducing excess illumination.

Notification of Adjacent Residents

- Notification: Work with the City to ensure advance notice to adjacent residents about the type and duration of the work.

Regularly Scheduled Review

- Require the applicant to request an extension every 6 months to ensure impacts are being mitigated properly.

Mar 2 , 2026

Attention: Eagle Mountain City – Building Department
3726 E Campus Dr
Eagle Mountain, UT 84005

Reference: QTS SLC 1 Data Center
24 Hour Construction Variance

To Whom It May Concern,

Layton Construction Company respectfully requests that the Eagle Mountain City Council approve a variance to the requirements set forth in Municipal Code Section 8.15.080, modifying the current construction hour limitations of 7am to 9pm (9am to 9pm on weekends) to allow construction activities Monday through Sunday, 24 hours per day, within Eagle Mountain.

In order to maintain the project's overall schedule, we will need to increase night shift operations due to the volume and sequencing of work occurring within multiple areas of the buildings and across the project site. Allowing extended work hours will enable our teams to perform installations efficiently and safely while maintaining critical path milestones necessary for on-time project delivery.

To provide context for this request:

- Concrete pours for equipment pads must continue around the clock to meet fixed equipment delivery and installation dates.
- Ongoing underground wet and dry utility installations require continuous progress to avoid schedule compression later in the project.
- Earthwork operations may need to occur during evening hours due to the high volume of daytime deliveries and site logistics constraints.
- Interior scopes of work will, at certain phases, require continuous operations to maintain sequencing and turnover milestones.

This request is driven strictly by schedule demands and operational efficiency. Our team remains committed to maintaining site safety, managing noise responsibly, and minimizing impacts to the surrounding community while progressing the work.

This request is in reference to parcel numbers 38:740:001, 38:740:002, 38:740:003, 38:740:004, 38:740:005, 38:740:006, 38:740:007, 38:740:008, and 38:740:009.

We appreciate the City's consideration of this variance and are available to provide any additional documentation or attend a council meeting if further discussion is needed.

Respectfully,

Lynn Moss
Project Manager
Layton Construction
lmoss@laytonconstruction.com


59:054:0014
59:055:0017
59:054:0001
59:055:0004
59:056:0043
59:056:0037
59:054:0010
59:055:0010
59:059:0002
38:707:0010
59:059:0021
38:707:0009
38:707:0011
59:058:0004
59:059:0003
38:707:0008
66:657:0001
59:059:0009
59:059:0018
59:059:0019
59:059:0020
59:059:0006
38:707:0003
59:059:0014
59:059:0016
38:740:0010
38:740:0008
38:740:0009
Red: 24 Hour Construction
Green: Fairfield Homes
66:749:0002
71:049:0002
71:049:0001
59:067:0001
59:067:0014
59:067:0015
59:068:0004
59:067:0013
59:067:0003
59:067:0003
59:068:0002
66:815:0001
59:067:0012
59:067:0007
59:068:0003

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 25, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving Amendments to the Eagle Mountain Mortgage Assistance Program Policy.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	N/A

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Kiara Polee, Affordable Housing Coordinator	N/A

RECOMMENDATION:
Staff recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, Approving Amendments to the Eagle Mountain Mortgage Assistance Program Policy.

BACKGROUND:

Staff proposes administrative updates to the Mortgage Assistance Program (MAP) to improve alignment with City processes, reduce barriers for applicants, and ensure consistent program administration.

Proposed updates include:

- Transitioning MAP budgeting and annual review to a fiscal year basis to align with City and RDA financial processes
- Removing duplicative application requirements (home inspection, appraisal, preliminary title report, and flood hazard form) to streamline the process and reduce applicant costs
- Allowing DTI exceptions above 50% with AUS approval to reflect current lending standards
- Formalizing hardship and exception requests through a written submission and structured review process

ITEMS FOR CONSIDERATION:

- 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/Exception, committee implementation.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Redlines
3. Clean
4. Eligibility Review Request

RESOLUTION NO. R-____-2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AMENDMENTS TO THE EAGLE MOUNTAIN MORTGAGE ASSISTANCE PROGRAM POLICY

PREAMBLE

WHEREAS, Eagle Mountain City has previously adopted the Eagle Mountain Mortgage Assistance Program Policy (MAP Policy) to support housing opportunities within the City; and

WHEREAS, City staff has proposed administrative updates to the MAP Policy to improve alignment with City processes, reduce barriers for applicants, and ensure consistent program, administration; and

WHEREAS, the proposed amendments include updates to budgeting and review timelines, removal of duplicative application requirements, allowance for certain debt-to-income exceptions consistent with lending standards, and establishment of a formal hardship and exception review process; and

WHEREAS, the City Council finds that the proposed amendments are in the best interest of the public.

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

1. The amendment to The Eagle Mountain Mortgage Assistance Program Policy, 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 25th 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 25th 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

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

Mortgage Assistance Program Policy

Eagle Mountain City / Eagle Mountain Redevelopment Agency

PART I OVERVIEW

1.0 Introduction

This manual sets forth policies and procedures for the Eagle Mountain Mortgage Assistance Program, which is funded by affordable housing funds from the Eagle Mountain Redevelopment Agency and administered by Eagle Mountain City.

The goal of the mortgage assistance program is to expand home ownership opportunities for eligible households and to increase home ownership within the city. The program seeks to assist households who might otherwise not be able to become first-time homeowners.

This Manual shall be revised as new policies and procedures are established. Originally adopted on October 1, 2024, this policy was amended and adopted on March 18, 2025.

2.0 Purpose

Eagle Mountain City's General Plan includes a Moderate Income Housing Plan strategy to:

"Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."

The purpose of this Mortgage Assistance Program Policy (**Policy**) is to establish processes and guidelines for the awarding of Redevelopment Agency (**RDA**) Housing Funds in the form of Mortgage Assistance (**MAP**) loans to improve the quality of life for individuals, couples, families, and the community. These guidelines cover the following: income qualification, home-buyer eligibility criteria, first mortgage requirements, occupancy standards, and other relevant items.

While priority will be given to public sector employees, such as teachers,

firefighters, police, city employees, and others, the program is also available to other qualified first-time homebuyers to purchase a home in Eagle Mountain City.

3.0 General Program Information

The Mortgage Assistance Program offers a 0% deferred payment loan to eligible homebuyers. Tier 1 applicants may receive assistance in an amount equal to the lower of $25,000 or 7.5% of the actual purchase price of the home. Tier 2 and Tier 3 applicants may receive assistance in an amount equal to 3.5% of the actual purchase price of the home.~~for the lower of $25,000 or 7.5% of the actual purchase price of the home~~.
Prospective applicants with household incomes up to 120% of Area Median Income may qualify for a loan.
For FY 2024-25 the maximum household income[1] ranges from $91,600 for one person to $151,800 for households of six or more persons.

The zero percent (0%) deferred-payment loans are secured by a loan agreement, a promissory note, and a trust deed in second position to that of the primary lender's first mortgage, which must have a fixed rate and include the escrow for property taxes and homeowners' insurance.

As a condition of the loan, the property must remain the borrower's principal place of residence for the term of the MAP loan. Borrowers are required to repay loans in full if they vacate, sell, transfer, or assign any legal or equitable interest in the property at any time on or after the closing date of this mortgage product, which amount shall be immediately due and payable in accordance with the Mortgage Assistance Program (MAP) Policy.

Prospective homeowners may apply for mortgage assistance funds simultaneously to prequalify but must obtain prequalification before a conditional letter of approval can be issued regarding the MAP program. A homeowner may not apply for mortgage assistance funds after the first mortgage loan has been closed.

1

Mortgage assistance funds are not intended for refinancing an existing mortgage or land contract. Mortgage assistance funds are not intended for

[1] These figures are updated annually based on information provided by the US Department of Housing and Urban Development for the Provo-Orem UT MSA Area. See the Appendix for more information.

investors.

4.0 Definitions

As used in this manual and other materials and forms, the words listed below are defined as:

Active-Duty Military Personnel: shall mean individuals currently serving full time in the United States Armed Forces, including the Army, Navy, Air Force, Marine Corps, Space Force and Coast Guard. This definition includes members of the Active Guard and Reserve (AGR) serving under Title 10 or Title 32 orders.

Affordable: In reference to housing costs, this means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person/household, without endangering the financial stability of the person/household.

Agreement (or Loan Agreement): shall mean the written contract between the City and the successful Applicant stating the terms under which the mortgage assistance is awarded. If a Residence is to be jointly owned, all owners must enter into an agreement with the City.

Appeal: shall mean a written request by an Applicant to review, modify, or reverse any written determination or decision on an Application or a determination of default of the Agreement by the Applicant.

Applicant: shall mean the person, who is at least 18 years old, who applies for an Eagle Mountain Mortgage Assistance Loan. This term may be used interchangeably with "Homebuyer" and includes "Co-Applicant."

Application: shall mean the form provided by the City, completed by the Applicant, with all requested attached information.

Borrower: A successful Applicant who receives an MAP Loan.

Certification: A written statement of fact filed in connection with a MAP loan application administered by the City attesting that the information provided has been verified as true, correct, complete, and subject to penalties of perjury.

City: shall mean Eagle Mountain City.

Closing Date: The date when the Borrower(s) signs the MAP Loan Agreement and other required documents.

Co-Applicant: A person who joins the Applicant in applying for a MAP loan. Spouse/Partners must be included as Co-Applicants even if they do not appear on the loan.

Complete Application: The form provided by the City, completed by the Applicant, with all requested attached information.

Debt to Income (DTI): A measure (percentage) that compares a Borrowers' total debt payments (such as house payments, child support, alimony, student loans, credit cards, gas and store cards, and any other debt) to the monthly income they generate. This calculation gives the City an idea of how likely it is that the Borrower will repay the financing obtained to purchase their home. This term is also known as "back-end ratio."

Disabled: An individual, single, head of household, or spouse who has a disability as defined in Section 223 of the Social Security Act.

Displaced Homemaker: shall mean a divorced adult, who is at least 18 years old, who has not worked full time for a full year in the labor force for a number of years, but has during such years worked primarily without remuneration to care for the home and family; is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; or while married, owned a home with his/her spouse and in the divorce settlement the residence was awarded to the spouse or required to be sold.

Economic Hardship: includes drastic reduction or loss of income caused by the loss of employment, serious or chronic illness or health conditions, and/or similar, verifiable circumstances. Reduction of the value of the home and inability to sell will also be considered.

Eligible Homebuyer: shall mean an individual (and his or her spouse or partner) that meets applicable criteria specific to the MAP program funding.

Eligible Property: means real property located within the City, which also meets additional criteria related to the MAP program.

Family or Household: shall mean one or more people related by blood, marriage, adoption or approved foster care, and up to two (2) unrelated people.

First Mortgage: shall mean a mortgage or loan which is secured by a first lien position, taking priority over all other liens; and an extension of credit for which a Deed of Trust is recorded and the proceeds of which are used to finance the purchase of an eligible property which meets the requirements set forth in this policy.

Homebuyer(s): shall mean the successful Applicant(s) approved by the Staff under the provisions of this Policy who enters into an Agreement with the City and will purchase a Residence with Mortgage Assistance from the City.

Household Member: means all individuals who will live in the house purchased with Mortgage assistance. All individuals must be listed in the section "Household Composition" of the Completed Application.

Housing Expense Ratio (HER): is a measure (percentage) that compares the Borrower's gross monthly income to their housing expenses. The housing expense measure includes mortgage principal and interest payments, property taxes, hazard insurance, and mortgage insurance costs. This term is also known as the "front-end ratio."

Housing Funds: shall mean monies collected by the RDA, which must be used according to Utah Code §17C-1-411 and §17C-1-412, or successor provisions, which are allocated by the RDA Board to the Mortgage Assistance Program.

Income (household income, annual gross income): For this program it includes all sources of income as defined in UCA 17C-1-102 (6) which references the definition for income as defined in regulations for the US Department of Housing and Urban Development (HUD). Generally, it means the anticipated total annual income, before deductions, from all sources received by an individual or household (even if temporarily absent) and received by each additional member of the household, who is at least 18

years old, including all net income derived from assets for the 12-month period following the effective date of the initial determination of income.

Lender: shall mean an organization or entity which provides financing for the acquisition of eligible properties in accordance with the provisions of this Manual. A customary mortgage lender means a Bank, Credit Union, Savings and Loan, Mortgage Company, or other financial institution, which provides a loan for the purchase of the Residence, approved by Staff.

Liquid Assets: refers to funds that are in the form of cash or which can quickly be converted to cash. These include: (1) cash, (2) demand deposits, and (3) time and savings deposits.

Loan: means funds borrowed from any lender.

Loan to Value (LTV): is a risk assessment ratio calculated by comparing the lesser of the purchase price or the appraised value of the property to the total mortgage debt on the home (including the MAP).

Moderate-Income Household: Persons and families whose income does not exceed the qualifying limits as established by HUD and amended from time to time. Such limits are defined as 80% of the area median income as adjusted for household size and revised annually.

Mortgage Assistance (MAP) Loan (or MAP loan): refers to the Mortgage Assistance Program Loan provided by the City to a successful Applicant at closing in the form of down payment assistance and closing costs to aid in the purchase of a residence.

Ownership Interest: means any of the following interests in residential property including fee simple estate with the right of survivorship, joint tenancy, and tenancy in common. It does not include a remainder interest, a lease with or without an option to purchase, or any interest acquired in the execution of a purchase contract. Nor does it include a distributed ownership interest in a Timeshare property.

Owner-Occupied Residence: A dwelling intended and used for occupancy by one household which is the owner of the property. A home with a city-approved accessory dwelling unit (ADU), for which the ADU may be rented also qualifies.

Participating Entity: shall mean those property taxing agencies who participate in the RDA's project areas; namely Eagle Mountain City, Alpine School District[2], Utah County, Unified Fire Authority, and the Central Utah Water Conservancy District.

Principal (Primary) Place of Residence: means a home of any kind where you reside most (at least 51%) of the time. This is not the only test; other factors that will be relevant to the determination include, but are not limited to:

- The address on your valid driver's license;
- Your place of employment (city, state);
- Where your immediate family lives;
- The address you use to file your federal and state income tax return;
- Where you are registered to vote;
- The property where you claim your homeowner's property tax exemption;
- The mailing address you use for general mail, bills, cell phone statements, and other general bills (utility bills do not necessarily establish residency);
- Where you maintain your bank accounts, brokerage statements, and other banking or financial relationships, i.e., credit cards, etc.;
- Where you maintain social memberships, such as health and/or country clubs, religious affiliations, etc.

All facts and circumstances will be considered when making the determination.

Public Employee: shall mean a homebuyer who is an employee of a federal, state, or local governmental agency, institution, department, division, court, school district, or in military service. Also included are employees of organizations that are collaborations of various government entities (for example, Mountainland Association of Governments).[2]

Purchase Price: means the Amount for which the purchased home will be

[2] Effective July 1, 2027, a new (yet to be named) school district will assume responsibility for operating public schools in Eagle Mountain City. On or after that date, the new district name should be inserted to replace the current.

sold.

RDA: shall mean the Eagle Mountain Redevelopment Agency, a separate body corporate and politic which is a political subdivision of the state of Utah.

Residence: shall mean a single-family dwelling, townhome, or condominium, to be purchased by the Homebuyer, who will receive mortgage assistance under the provisions of this Policy.

Spouse/Partner: Includes two people who are legally married, or in a common law marriage, or reside together in a marriage or domestic partner type relationship.

Staff: shall mean the person(s) designated to administer the Mortgage Assistance Program. This person may be an employee of the RDA, Eagle Mountain City, or a contractor engaged by the City to assist with or administer the MAP.

Veteran: shall mean any individual who has served in the active military, naval, or air service of the United States and who was discharged or released under conditions other than dishonorable, as defined by 38 U.S.C. § 101(2).

Term: means the 15-year period of agreement between the homebuyer and the City.

5.0 Program Availability

5.1 This Mortgage Assistance Program is available only when approved allocations from RDA Housing Funds are available and appropriated by the City and may, at any time, be discontinued either temporarily or permanently, at the discretion of the City or RDA. Nothing in this Policy creates an entitlement to Mortgage Assistance to any Applicant until a successful Applicant enters into a written Agreement, Promissory Note, and Trust Deed at closing.

5.2 Applications will be received, considered, and may be approved during regularly scheduled and advertised application periods with priority given in the following order:

Tier 1 (first priority) Public Employees of a Participating Entity; Employees of Eagle Mountain City, Alpine School District, Utah County, Unified Fire Authority, and Central Utah Water Conservancy District.

Tier 2 (second priority) Public Employees of other public sector entities; Employees of other cities or government agencies, educators and school staff, law enforcement, fire service, medical professionals, veterans, and active-duty military personnel.

Tier 3 (third priority) General Applicants; All other qualified applicants who meet the program's income and eligibility requirements.

If needed, such as when the number of eligible applications received exceeds the amount of Mortgage Assistance Program funds allocated for a given period, applicants will be prioritized first according to the established Tier structure (Tier 1, Tier 2, Tier 3). Within each Tier, prioritization will then be based on the household's income relative to the Area Median Income (AMI); that is, as a percentage of AMI. Households with a lower percentage of AMI will receive higher priority over those with an AMI percentage closer to the program maximum, ensuring that limited funds are distributed equitably and consistent with the program's intent.

5.3 As an exception to the MAP's focus on first-time homebuyers and to encourage public employees of participating entities to move into the City, notwithstanding a present ownership interest, the City will allow a simultaneous closing. Applications under this section will be received and considered as described in Section 5.2 above.

6.0 Mortgage Assistance Program Terms and Conditions

6.1 The stated term of the MAP loan is 15 years.

6.2 The MAP loan will be secured by a lien in second or third position at 0% interest. Subject to Loan Forgiveness Eligibility (see Section 8.0 below), after 15 years, the lien may be removed completely from title and no repayment will be required.

6.3 The Loan Agreement, Promissory Note, and Trust Deed shall be recorded with the Utah County Recorder's Office, as a lien and covenant of restrictions enforceable by the City against the Homebuyer's Residence, until the terms of the Agreement are fulfilled.

6.4 The Homebuyer may not refinance the first mortgage without notice to and us subject to approval by the City. A cash out refinancing of the Residence by the Homebuyer during the Term of the Agreement shall require full repayment, less any loan forgiveness eligibility, to the City of the MAP loan. In addition, if a cash out refinancing occurs within the first two years of the Term, a penalty of up to $2,000 may be assessed.

7.0 **Mortgage Assistance Program Loan Amount and Payment**

The maximum amount of a MAP loan is~~:~~

- **Tier 1:** 7.5% of the actual purchase price of the Residence or $25,000, whichever is less.
- ~~purchase price of the Residence or $25,000.00, whichever is less;~~**Tier 2 & Tier 3:** 3.5% of the actual purchase price of the Residence.

7.1 Only one MAP Loan is allowed per Residence or Homebuyer during the term of the Agreement; and

7.2 Payment of the MAP Loan will be made directly to the title company managing the closing transaction of the Residence for the Applicant and lender.

8.0 **Loan Forgiveness Eligibility**

8.1 **Tier 1:** Homebuyers who are Public Employees of a Participating Entity shall be eligible for loan forgiveness on a prorated basis between three (3) and five (5)
full years of continuing public employment for a participating entity, and continuous occupancy of the residence.

8.2 **Tier 2:** Homebuyers who are Public Employees, other than those in Tier 1, shall be eligible for loan forgiveness on a prorated basis between five (5) and ten
(10) full years of continuing public employment, and continuous

occupancy of the residence.

8.3 **Tier 3:** All other homebuyers shall be eligible for loan forgiveness on a prorated basis between 10 and 15 years of continuous occupancy.

8.4 **Hardship:** A Homebuyer may also be eligible for loan forgiveness if, after the purchase of a home, the Homebuyer dies or is permanently and totally disabled[3]. Staff may review and consider other types of hardships.
A Homebuyer may also request consideration for loan forgiveness due to other extraordinary circumstances. All hardship requests must be submitted in writing and must include a description of the hardship and any supporting documentation necessary for review. Hardship requests will be reviewed through the City's Mortgage Assistance Program hardship review process, and determinations will be made based on the severity of the circumstance, program integrity, and consistency with the intent of the Mortgage Assistance Program.
Approval of hardship based loan forgiveness is at the discretion of the City and must comply with all applicable program requirements and funding restrictions.
For the purposes of this Policy, economic conditions or market fluctuations alone shall not constitute a hardship, or difficulty selling residence. Additionally, financial hardship resulting solely from voluntary employment changes, relocation decisions, or personal financial management shall not, by itself, qualify as a hardship under this policy.

8.5 Loan forgiveness will be awarded only once. Eligible homeowners seeking loan forgiveness should apply only when they have earned the maximum amount according to their circumstances: that is, upon completion of the full term for which forgiveness applies OR If they are selling, vacating, renting or other conversion, they may apply for prorated loan forgiveness. Homeowners accepting loan forgiveness shall immediately repay the MAP loan less any earned loan forgiveness. Proration will be calculated in full years, not in portions thereof.

8.6 To determine the amount of and obtain loan forgiveness, the Homeowner must submit a request in writing to the City for MAP

[3] As defined by federal law pertaining to disability (Section 223 of the Social Security Act).

Loan forgiveness, in whole or in part, at the time of sale, conversion, or eligibility for discharge of the MAP Loan. The Homeowner must provide proof of occupancy for the applicable term. Tier 1 and Tier 2 public employees seeking loan forgiveness must also provide proof of eligible employment for the applicable term. Only time employed at a public sector employer after the closing date of the MAP loan is counted.

8.7 Upon verification of eligible employment, a Homeowner who has submitted a request for loan forgiveness, may be given credit for full years of public employment under sections 8.1 and 8.2. A Homebuyer whose status as a public employee ended during the term of the loan or began after the loan term began may receive credit for their years of public employment when receiving loan forgiveness.

8.8 Switching employers within an employer tier does not change the time required for forgiveness.

8.9 Switching between employer tiers will be calculated to the benefit of the homeowner with respect to proration, with the remainder being allocated to the remaining period of the lesser priority tier and always in terms of full employment years within each tier. Time may be calculated in each employer tier to the benefit of the homeowner. However, minimum times for proration or maximum times for full forgiveness within a tier must be satisfied to count.

8.10 Either homeowner's eligible employment history counts but not simultaneously and only time employed after closing and in full years. Thus, a couple cannot shorten the time requirements based on both persons working in the same time period. In calculating loan forgiveness, staff should count the employment tier(s) most advantageous to the homebuyer but if employment within a single tier is not sufficient for full forgiveness, full forgiveness comes at the tier with the longer term. Time served in a preferred tier (i.e., 1 > 2 > 3) counts toward the less preferred tiers' time limits.

8.11 A note for employees of entities which may cease to exist or for which responsibility for providing services have been transferred to

or from the city or another entity[4]. Loan forgiveness eligibility will still apply to employees who originated their MAP loan while employed by a public entity providing services to the residents of the City. Homebuyers who close on a MAP loan on or after the date of transfer of such responsibilities will qualify under loan forgiveness provisions applicable to employees of the successor entity.

8.12 Below are some examples to illustrate loan forgiveness calculations:

- Frankie is a homeowner who works for Utah County (a tier 1 employer). After nearly three years she moves out of the City. Frankie does not earn loan forgiveness because the minimum proration amount for a tier 1 employee was not met. At closing Frankie will repay the City the full MAP loan. Had Frankie left in less than two full years, Frankie would have had to pay another $2,000.

- Morgan is a homeowner who works at Camp Williams (a tier ~~2~~ 1 employer). Morgan decides to rent out the home after occupying it for 7 years. Upon application for forgiveness, Morgan qualifies for 7/10 or $17,500 forgiveness of his $25,000 MAP loan. He must repay the city $7,500.

- Maria is a homeowner who works for the local school district (a tier 1 employer). After a while, she changes jobs to work in the local Sheriff's office. Maria is still working for a tier 1 employer. After five years, she will qualify for full loan forgiveness.

- Jamie and Leslie are homeowners who obtained a $25,000 MAP loan. Leslie worked four full years at a tier 1 employer before changing to a tier 2 employer. At the time of the change, they will be eligible for loan forgiveness of 4/5 (or $20,0000) of the $25,000 MAP loan, with the remaining 1/5 (or $5,000) being applied for the remaining 6 years of the second tier (maximum 10 years) time requirement. If Jamie and Leslie (while still

[4] For example, A new yet to be named school district will replace Alpine School District (ASD) in providing education services to Eagle Mountain residents beginning July 1, 2027. Homebuyers who closed on their MAP loan prior to the transfer of services (July 1, 2027) while employed the old school district will continue for the length of the loan to be eligible for the Tier 1 loan forgiveness provisions. Homebuyers employed by ASD who close a MAP loan on or after July 1, 2027, will be subject to the Tier 2 loan forgiveness provisions. Similarly, in the future it is possible that the police and/or fire services will be directly provided by the City rather than by a separate entity; or that a service provided by the city that could be outsourced.

employed by a tier 2 employer) then needed to sell the home two full years later, the loan forgiveness would be 4/5 (or $20,000) of the MAP loan amount plus 2/6 (or $1,666.67) of the remaining $5,000 for a total loan forgiveness of $21,666.67. They will need to repay only $3,333.33 to the City.

- Georgina and her husband George, who has been teaching at an elementary school in the city for 8 years, buy a home with help from the MAP loan. Two years later George retires. Georgina, who has been working for the water district (another tier 1 employer) intends to quit two full years after George. At that date, upon application for loan forgiveness, verification of homeowner occupancy and eligible employment, the City would count George's two full years and Georgina's two more years for a total of four or 4/5 forgiveness of the loan. If they were to sell then, they would owe only 1/5 of the original loan. If they waited, the remaining 1/5 would apply to the remaining 11 years of the 15 year term applicable to tier 3 homeowners. For full forgiveness they would need to wait until the full 15 years from the closing of their MAP loan.

9.0 Qualifications

9.1 The Applicant, along with all others over the age of eighteen who will reside in the residence shall have a combined family income, which qualifies the Applicant(s) for "income targeted housing" as defined in Utah Code § 17C-1- 102(32)(a) which is currently no more than 120% of the current median annual income for Utah County, as published from time to time by the US Department of Housing and Urban Development (HUD) for the size of Family at the time of Application;

The Residence, for which the Application is being made, must be within the corporate limits of Eagle Mountain City to be approved. Staff may reject an Application if the Residence violates Eagle Mountain City or Utah State codes or is unfit or unsound for occupancy;

9.2 The Applicant must pay a down payment towards the purchase of the Residence of at least $1,000;

9.3 The Applicant must qualify for and receive fixed-rate financing for the purchase of the Residence through a Customary Mortgage Lender; The first mortgage must be accompanied by the escrow for property taxes and homeowners' insurance.

9.4 The Applicant must submit a Completed Application and all requested financial, employment income, and income tax information, have an acceptable credit rating, and be otherwise approved by Staff.

10.0 Occupancy

10.1 The Residence shall become the permanent and primary Residence of the Homebuyer after closing, and Homebuyer shall continue to reside in the Residence throughout the Term of the Agreement;

10.2 The Residence shall not be conveyed, sold, leased, rented, sublet or the like during the Term of the Agreement; and

10.3 Conveyance or Sale of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the MAP Loan. Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the MAP Loan. In addition, if the sale or rental occurs within the first two years of the Term, a penalty of up to $2,000 may be assessed. For a residence that is occupied by the Homeowner throughout the Term of the Agreement there shall be no repayment of the loan upon resale or rental thereafter.

11.0 Discretionary Funding

Availability of the Mortgage Assistance Program is subject to annual appropriation of funds by the RDA and the City. Nothing in this Policy shall guarantee any present or future appropriations.

12.0 Singular and Plural

Wherever appropriate or required in the context of this Policy a singular term shall also refer to the plural form of the same term and vice versa.

13.0 Right to Appeal

Within 30 days of notification of a denial for a loan, an Applicant shall have the right to Appeal any written decision or determination by the City on an Application. The

The appeal process is outlined in Section 30 of Part III. An Appeal and obtaining a decision on appeal is mandatory before an Applicant may seek any other relief or remedy. Failure to Appeal within the Appeal Period shall preclude any other relief or remedy on the decision or action.

14.0 Statement of Nondiscrimination

It is the intent of this Policy to comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 – 3619), as amended, which prohibits discrimination against individuals because of race, color, religion, sex, familial status, national origin, or handicap status. Nothing in this Policy shall be construed to violate the Fair Housing Act.

15.0 Compliance with Utah Code, Title 17C

This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act" (Act). No Housing Funds may be used or expended in violation of the Act.

16.0 Notice and Contact Information

Communications pertaining to Applications, loan forgiveness, etc., may be addressed as follows:

By email:mortgageprogram@eaglemountain.gov

By mail: Mortgage Assistance Program
1650 E Stagecoach Run
Eagle Mountain, Utah
84005

Notice of Appeals may be sent as follows:

By email: recorder@eaglemountain.gov

By mail: City Recorder

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

1650 E Stagecoach Run
Eagle Mountain, Utah
84005

1650 E. STAGECOACH RUN
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PART II APPLICATION REQUIREMENTS

1.0 Applications must be submitted online using the application portal on the City's website.

2.0 Applicants may apply for mortgage assistance funds simultaneously to prequalify for a first mortgage. However, applicants must obtain prequalification before a conditional letter of approval can be issued for a MAP loan.

3.0 An eligibility review and loan qualification will be performed to ensure that the Applicant meets the requirements of the program. Prioritization will be made with Part I, Section 5.0 of this manual.

4.0 Applicants must complete their application for the MAP Loan and provide all the required documentation. The Complete Application package includes, but may not be limited to:

a. Completed and signed Application;
b. Copies of Federal Tax Returns for the immediately preceding two years;
c. Proof of income: Copies of paystubs for the immediately preceding three months for all working household members who are at least 18 years old; verification of employment; statements for all other types of income must also be submitted for the last two months, including but not limited to wages, commissions, tips, bonuses, interest, social security, self- employment income, pension/retirement, unemployment, workers compensation, child support/alimony, adoption credits, etc.
d. Copies of bank statements for the previous two months (all checking, savings, and investments must be included regardless of current balance);
e. Home Ownership Class certificate or receipt indicating course has begun;
f. Loan pre-approval letter from lender (dated within the last 30 days);
g. Documentation for all debts, showing outstanding amount and terms, including but not limited to credit card statements, loan balances, etc.;
h. Proof of identity: birth certificate, driver's license, US-issued passport, or permanent resident card for all household members plus Social Security Cards. Scanned copies are okay.

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5.0 Staff will make an eligibility determination that the Applicant meets the minimum qualifications for the program and will advise the Applicant and lender of their status no later than 15 business days after receiving the Complete Application. This eligibility determination includes verification of household income eligibility, including debt-to- income and housing-expensing ratios. The subject property must also be an eligible type and located within the City boundaries.

6.0 Once eligibility determination (i.e., preapproval) is verified and completed, Staff will contact the first mortgage lender and request the following documentation and any additional documentation as appropriate to determine qualification to receive the loan:

a. First Mortgage Application (HUD-1003 form);
b. Loan Estimate (LE);
c. Verification(s) of Employment (VOE);
d. Credit Reports. The middle or representative credit score must be 650 or higher, unless the Automated Underwriting System approves an applicant with a lower score;
e. If the home is under contract, the following must also be submitted:
    i. Real Estate Purchase Contract (REPC), including seller's disclosure form~~;~~
    ~~ii. Appraisal; and~~
    ~~iii. Preliminary Title Report or Commitment for Title Insurance (PR) for Mortgage Assistance;~~

7.0 When the eligibility determination and loan qualification is verified and completed, the loan will be submitted to the City Manager, or designee, for review and approval. Staff may send a letter of conditional approval to the Applicant, copying the first mortgage lender, even if the appraisal has not been received, or the Applicant does not yet have a home under contract.

8.0 The City will retain for two months following the close of an application period, those applications from Applicants who meet the qualifications for a loan but who, due to the prioritization criteria, did not receive a letter of conditional approval. This will allow the applicants up to three attempts.

9.0 The Homebuyer has 120 days from the date of conditional approval to have a contract signed for the purchase of a home. Once all required items are received, staff will notify the Homebuyer, copying the first mortgage lender, and the title company indicating the maximum loan amount for which the Homebuyer is qualified and the loan terms.

10.0 Upon notification, the first mortgage lender must inform staff which title company will be closing the loan. The City requires at least three business days' notice of closing. Staff will send an instruction letter informing the title company that the City will transfer the MAP Loan funding directly to them. If the title company is not a registered vendor with the city, the title company will need to register with the city and must allow an additional five days to get registered.

11.0 Careful coordination is necessary to ensure timing for funding of the MAP Loan. The letter will include the following instructions and a request for documents:

~~a. A Preliminary Title Report (PR) must be ordered for the loan in the amount of the MAP Loan.~~

~~b.~~a. The Homebuyer is required to invest a minimum of $1,000 in the purchase of the home before any MAP Loan proceeds can be used.

~~c.~~b. The Homebuyer should not receive any cash back from the purchase. (In rare cases, such as when the seller agrees to pay the homebuyer's closing costs and the lender provides 97% financing, Earnest Money Deposit (EMD) less the minimum $1,000 Homebuyer's down payment may be returned.)

~~d.~~c. A signed copy of the Closing Disclosure must be submitted to the City to verify that the MAP Loan funds, and the title policy charge have been correctly included. Submit wiring instructions to the City; payment is made only to the Title Company which holds the Loan in escrow until funding is finalized.

~~e.~~d. Staff will contact the title company to request recording information from the first mortgage which must be included in City's Notice of Lien.

~~f.~~e. After Staff has received the requested documentation from the title company, staff prepares Notice of Lien.

~~g.~~f. After execution of the final agreement, Staff requests City's Finance Department to wire funds to the title company that is closing the first mortgage.

~~h.~~g. Upon successful recordation of a Notice of Lien, Staff will send a copy of the recorded Lien and request the issuance of the title insurance policy to the Applicant.

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PART III ADMINISTRATIVE POLICIES

1.0 Reservation of Rights

Eagle Mountain City reserves the right to evaluate and underwrite Applicant eligibility based on the following criteria in a manner consistent with the intent and purpose of the Mortgage Assistance Program (MAP) and Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act." No Housing Funds may be used or expended in violation of the Act.

2.0 Applicant Eligibility and Responsibilities

2.1 Age Requirement: Applicant(s) must be at least 18 years old.

2.2 Eligible Homebuyer Certification

Except under an approved economic hardship and/or a displaced homemaker, present ownership interest shall disqualify an Applicant from eligibility. The following shall constitute a present ownership interest:

a. A fee simple interest;
b. A joint tenancy, tenancy in common, tenancy in the entirety, or community property interest;
c. The interest of a tenant-shareholder in a cooperative;
d. A life estate;
e. A land contract (i.e., a contract pursuant to which a possession and the benefits and burdens of ownership are transferred even though legal title is not transferred until a later time; and
f. An interest held in trust for the Applicant (whether created by the Applicant) that would constitute a present ownership interest if held directly by the Applicant.

2.3 Positive Identification and Citizenship Requirement

Proof of identity and U.S. citizenship must be shown to all household members who will reside on the property for which a MAP Loan is requested. Applicants must be U.S. citizens or lawful permanent residents of the United States to qualify for assistance.

Exception: Tier 1 Applicants – Participating Entity Employees (employees of Eagle Mountain City, Local School District, Utah County, Unified Fire Authority, and the Central Utah Water Conservancy District) may be considered for assistance if they hold another lawful employment-based visa or temporary resident status that permits legal work and residence within the United States. Eligibility for Tier 1 Applicants under this exception shall be subject to case-by-case review and verification by Staff. Supporting documentation must confirm lawful presence and employment authorization.

For security purposes, faxed or copied documents are not accepted unless approved by Staff. All original documents provided to the City will be returned to the Applicant. Any name variation from source documentation must be accompanied by legal authorizing documents identifying the updated information (marriage, divorce, or court order):

a. Identity and Legal/Lawful Status Verification (must provide one):
   i. Valid unexpired Utah Driver's License or other State issued ID
   ii. Valid unexpired U.S. passport or passport card;
   iii. Certified U.S. Birth Certificate (household members under the age of 18); or
   iv. Valid unexpired U.S. Permanent Resident card issued by U.S. Citizenship and Immigration Services

b. Social Security Verification (must provide one):
   i. Social Security card issued by the U.S. government that has been signed and has not been laminated; or
   ii. If the Social Security card is not available, the Applicant may present one of the following documents which contain the Applicant's name and SSN:
   iii. W-2 Form;
   iv. SSA-1099 Form;
   v. Non SSA-1099 Form;
   vi. Pay stub showing Applicant's name and SSN; or
   vii. Letter from the Social Security Administration indicating inability to obtain a Social Security Number because of their legal/lawful presence status.

2.4 Credit Scores, Reports, and Title Holders

To meet underwriting criteria, credit reports will be required and evaluated to determine credit worthiness for both Head of Household and Spouse/Partner. The determination is effective for the Mortgage

Assistance Program even if Spouse/Partner is not included in the first mortgage.

Frequently, lenders use a three repository merged credit report (TRMCR) to determine a mid-credit score. These reports include scoring information from three different agencies: TransUnion, Equifax, and Experian. The City will use the lowest mid-credit score of the applicant and co-applicant (if applicable) as it evaluates credit worthiness from Applicant(s). Scores of 649 and below will result in an automatic denial of the Applicant. The mid-credit score will also be used to determine if conditional exceptions to the debt ratio apply.

Credit reports will also be required from other household members, who are at least 18 years old, whose income is required to make the loan feasible and meet underwriting criteria and/or to qualify for the MAP Loan or any superior lien interest. Designated Head of Household and Spouse/Partner must be on title for the MAP Loan.

2.5 Credit and Ratios

The City will rely on AUS (automated underwriting system) to determine affordability, credit worthiness, etc., for a mortgage and then limit eligibility for the MAP to households at no more than 120% AMI.

Applicants should have a minimum FICO score of 650.

Monthly Housing Expense Ratio (HER), or front-end ratio: The mortgage payment, escrows for property taxes and homeowners' insurance, and any HOA fees, should not exceed 47% of Applicant's gross monthly income.

Applicant's total monthly fixed debt-to-income ratio (DTI) should not exceed 50% of Applicant's gross monthly income. An Applicant whose DTI exceeds the established limit should reduce their ratios before they will be eligible to receive the MAP Loan.

Any exceptions must be documented in writing by Staff and approved by the Mayor.

2.6 Guarantors

Applicants must meet credit and underwriting criteria established by the City and must be able to qualify for Mortgage Assistance on their own credit history. The Program does not allow for co-signers that will not be the owner- occupants of the house being purchased.

2.7 Applicant Contribution

Applicants(s) shall make a cash contribution toward the down payment and closing costs of at least $1,000. Down payment, closing costs subsidies available to Applicant(s) as gifts from relatives, seller-paid closing costs, employer assistance, other government subsidies, etc., are acceptable and allowed.

2.8 Homeowner Education

Prior to closing, Applicants will be required to participate in a homeowner's education class designed to assist new homeowners. The City will only accept certificates of completion from approved homeowner education course providers. (See Appendix for a list of approved homeowner education providers). Applicants who have begun but not yet finished the course may be conditionally approved but must submit a completion certificate before closing. The purposes of this requirement are:

a. To enable the Applicant to understand the responsibilities that accompany participation in the City's Mortgage Assistance Program;
b. To enable the Applicant to understand the home buying process;
c. To enable the Applicant to understand and prepare to assume homeownership responsibilities and tasks;
d. To develop an understanding of homeownership to promote self- respect, pride, and community responsibility.

2.9 Tax and Insurance Requirements

Applicant shall agree to have property taxes and homeowner's insurance escrowed as part of the first mortgage monthly payment. Insurance must be in an amount acceptable and comparable to the value of the home and covering all existing buildings and structures present on the property, as determined by the first mortgage lender. Eagle Mountain City shall be listed as a Lien Holder on all property damage policies with usual loss payable to Mortgagee.

2.10 Household Assets

There are no minimum nor maximum limitations to an Applicant's total household liquid assets after closing. Liquid assets include:

a. Savings accounts;
b. Checking accounts;
c. Stocks, bonds, savings certificates, money market funds and other investment accounts, not including retirement accounts;
d. Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims; and
e. Cash value of trusts available to household members.

2.11 Household Income

The RDA will use the annual income definition found in Part 1 of this policy, which leads to at 24 CFR Part 5 to determine program eligibility. The Part 5 definition of annual income is the gross amount of income of all household members over the age of 18 that are anticipated to be received during the coming 12-month period. This definition also states that the income of minors or live-in aides will not be included. See below:

a. Gross Amount. For those types of income counted, gross amounts (before any deductions have been taken) are used;
b. Income of all adult household members. The Part 5 definition of annual income contains "inclusions"—types of income to be counted—and "exclusions"—types of income that are not considered (for example earned income of minors);
c. Anticipation to be received. Part 5 annual income is used to

determine eligibility and use a household's expected ability to pay, rather than past earnings; and

d. Income Verification. All income must be fully documented and verified. Stated income is not allowed.

2.12 Income Limits[5]

The Mortgage Assistance Program is available on a one-time basis, to households and individuals whose gross income does not exceed 120% of the median income level adjusted for family size as determined by HUD for Utah City, UT HUD FMR Area and updated annually. The total household income of a Homebuyer must not exceed the income limits established by the City for this program.

2.13 Marital Status

Applicants may be single, divorced, or married. Applicants with a Spouse/Partner must co-apply for the MAP even if only one of them is obtaining the first mortgage. A credit check will be performed on all Applicants to determine qualification for a MAP Loan. The middle or representative credit score must be 650 or higher unless the Automated Underwriting System approves an applicant with a lower score.

2.14 Principal (Primary) Residence

The borrower(s) shall agree to occupy the property as their primary place of residence for as long as the MAP Loan Agreement is in place. The MAP Loan amount shall be immediately due and repayable in full at any time the Borrower(s) does not use the property as their Principal (Primary) Place of Residence.

Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require the repayment of the full amount of the Mortgage Assistance Loan to

[5] Normally, programs like this are intended for low- to moderate-income households with gross household incomes no higher than 80% of Area Median Income (AMI). Due to a shortage of affordable housing and in recognition that it is difficult to find affordable housing for sale, Utah (per UCA 17C-1-102(32)) allows up to 120% AMI for income targeted housing to be occupied by the owner.

Eagle Mountain City.

It is the Borrower's responsibility to inform the City if they lease, rent, sublet, vacate, sell, transfer, and/or assign any legal or equitable interest in the property. If Borrowers vacate the property prior to two years from closing date, they will incur a $2,000 penalty beyond the outstanding MAP loan repayment amount, which must be paid at the same time the loan is paid off. No exceptions will be made for partial time living in the property that is less than two years from the closing date.

A MAP Loan for a residence that is occupied by the Homeowner through the end of the Term of the Agreement (15 years) or after full loan forgiveness shall require no repayment of the loan upon resale or rental thereafter.

3.0 Eligible Property

3.1 Properties shall meet all applicable requirements of the MAP, including:

a. Inspections. A Certificate of Occupancy will be verified by Staff and a home inspection report performed by a professional home inspector shall be submitted by the Applicant before final approval of the MAP Loan. If substantial repairs are deemed necessary by Staff, the completion and cost shall be negotiated between buyer and seller. Repairs must be completed prior to closing and occupancy of any property subsidized with an MAP Loan. A MAP Loan may be denied if construction on the property has taken place for which no Certificate of Occupancy exists or if repairs cannot be made by the time of the closing and occupancy of the property.

b. Location. Properties must be located within Eagle Mountain City limits.

c. Unit Characteristics. Properties shall be situated on a permanent foundation with a permanent utility hook-up.

3.2 Eligible properties include:

a. Single-family detached property;
b. Single-family detached property with a City-approved legal accessory dwelling unit (if part of the unit is owner occupied); and
c. Single-family attached properties (i.e., one half of a twin home or a town home or condominium).

3.3 Ineligible properties:

a. Duplexes or larger multi-unit buildings under single ownership; and
b. Mobile homes

3.4 Occupancy Status (prior to purchase). Single-family units are eligible provided the property is vacant, occupied by the existing owner and/or occupied (rented) by the Applicant/Borrower.

4.0 Appraisals.

4.1 Utah State licensed appraisers must perform all appraisals, and all appraisals must be dated within six (6) months of closing date. The MAP Loan plus the first mortgage amount cannot exceed the lesser of the appraised value or purchase price. All appraisals used to determine Fair Market Value must meet the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA) definition of an appraisal (see 49 CFR 24.2(a)(3)) and the five following requirements (see 49 CFR 24.103(a)(2)):

a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least 5-year history of sales of the property.
b. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors, such as parties to the transaction, source and method of financing, and

verification by a party involved in the transaction.

d. A statement of value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damage and benefits, if any, to the remaining real property, where appropriate.

e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

4.2 Occupancy. After closing, the property must be the principal residence of all Applicants and household members which were included in the Complete Application.

4.3 Agreement Period. Housing purchased with an MAP Loan must remain the principal place of residence of the Borrower for the term of the MAP loan (15 years) or until the loan is repaid or forgiven.

4.4 Seller Responsibilities. Individuals selling a property in a transaction which is to assist with an MAP Loan shall agree to comply with all local requirements as applicable and corresponding to the funding source including:

i. Inspection/Repairs & Corrections. The seller must make any corrections needed for the property to obtain a Certificate of Occupancy for any construction on the property not covered by such. A MAP Loan should not be closed until Staff have reviewed and approved an inspection of the property performed by a professional home inspector.

4.5 Lender Responsibilities.

a. Scheduling the Closing Date. Lender must notify the City at least three (3) business days in advance of the closing date where the Loan Agreement, Promissory Note, and Trust Deed can be signed. Failure to notify the City could result in a delay in funding. The City shall make a single payment to the title company engaged in closing the First Mortgage to the property. If the requested loan amount is more than the actual amount needed at closing, the title company will be requested to return the difference to the City at closing. If it is determined by the City after closing that the Borrower has not contributed a

minimum of
$1,000 to the closing costs or down payment, the City will request the Borrower to return the Loan to the City an amount that would satisfy the $1,000 requirement.

b. Misrepresentation. If Lender becomes aware of misstatements, whether negligently or intentionally made, it shall be their responsibility to immediately notify the Staff. The City will take appropriate action which may include denial or cancellation of the MAP Loan.

4.6 RDA & City Responsibilities.

Compliance with Utah Code, Title 17C. This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act". No Housing Funds may be used or expended in violation of the Act.

a. Conflict of Interest. No person who exercises or has exercised any functions or responsibilities with respect to activities of the Mortgage Assistance Program or who are in a position to participate in a decision- making process of the program, may obtain a financial interest or benefit from an MAP assisted activity, or have an interest in any contract, subcontract or agreement with the City, or the proceeds from the program, either for themselves or an immediate family member (a spouse, parent, child), during their tenure or for one year thereafter. The conflict of interest provisions applies to any person or family member, defined above, who is an employee, agent, consultant, officer, elected official, appointed official or any person who exercises policy or decision-making responsibilities in the Mortgage Assistance Program on behalf of the RDA or City. Exceptions to this policy can be made only after local public disclosure and formal approval by the Mayor. Staff shall provide the Mayor with the following information:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

ii. The opinion of the City's attorney is that the interest for which the exception is sought would not violate the State or local law.

5.0 Non-Discrimination

Administration of the Mortgage Assistance Program shall be consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination based on religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, ancestry, or source of income.

6.0 Application Review

Staff shall review the Applicant's complete Application package to determine both Borrower and property eligibility as outlined in this policy manual. Staff may rely on the income and assets required by policy as calculated by a licensed loan officer (for preapproval purposes) and then confirmed by the mortgage underwriter (for final approval purposes).

7.0 Zoning Compliance Verification

A zoning compliance verification may be obtained for all properties by submitting a Zoning Verification Request Form from Eagle Mountain City.

8.0 Eligible Costs

Proceeds from the MAP Loan must be used for down payment and closing costs. The City reserves the right to determine the eligibility of all closing costs and to request lender documentation of normal and reasonable costs. The following is a list of items for which assistance can be provided if all MAP eligibility and qualification requirements are met:

a. Down Payment. Loans shall primarily be used to reduce the principal borrowed by the Homebuyer from Lender.

b. Eligible Closing Costs
   i. Title Company Settlement or Closing Fees;
   ii. Recording Fees;
   iii. Surveying Fees;

iv. Loan Origination Fees;
v. Credit Reports;
vi. Appraisal Fees;
vii. Property Inspections;
viii. Underwriting Fees;
ix. Document Preparation Fees;
x. Lender's Title Insurance;
xi. Daily Interest Charges;
xii. Aggregate Adjustment Amounts;
xiii. Mortgage Insurance Premiums;
xiv. Homeowner's Insurance Premiums and Fees;
xv. Property Taxes;
xvi. Interest (points) buy downs;
xvii. Prepaid items; and

c. Personal Property
MAP Loan proceeds cannot be used to finance the acquisition of furnishings, appliances, or other personal property.

d. Consumer Debt/Judgments
MAP Loan proceeds cannot be used to pay off any portion of a Borrower's consumer debt, liens, or judgments. Delinquent property taxes are also ineligible costs.

e. Corrections and Repairs
MAP Loan proceeds cannot be used to pay for any required corrections or repairs to the property.

9.0 Underwriting

The City reserves the right to evaluate an Applicant/Borrower(s) eligibility based on the criteria listed in this program policy manual in a manner consistent with the intent and purpose of the Mortgage Assistance Program.

The City may rely in part on the Automated Underwriting System (AUS) documentation (i.e., the underwriting approval letter) from the Lender to verify loan eligibility.

10.0 Conditional Approval of Mortgage Assistance Program Loan

Once all required documentation has been received from the applicant and

lender and staff has determined that the Applicant(s) meets all the requirements, the loan is submitted to the City Manager, or designee, for review and approval. If an exception to the above approval conditions needs to be made, the request must be submitted in writing and will be reviewed through the City's formal Mortgage Assistance Program exception review process. Exception requests must clearly describe the circumstances, the specific policy provision for which the exception is requested, and include any supporting documentation necessary for review.
Exception requests must be submitted as follows:

By email: mortgageprogram@eaglemountain.gov

By mail: Mortgage Assistance Program
1650 E Stagecoach Run
Eagle Mountain, Utah 84005

Exception requests will be reviewed by a designated committee established for administration of the Mortgage Assistance Program. The committee will evaluate requests based on the intent of the program, fairness to other applicants, and compliance with applicable program requirements.

Exceptions may not be granted in a manner that circumvents statutory requirements, income eligibility limits, or other fundamental program eligibility criteria established by this Policy or applicable law. ~~the matter will be referred to the Mayor in writing, showing all appropriate information and the exception being requested.~~

The City will issue a letter of conditional approval to the Applicant, copying the lender, stating conditional approval and the terms and conditions necessary to complete the loan.

11.0 Preapprovals

Applicants may obtain preapproval from a first mortgage lender of their choice, or they may seek preapproval simultaneously to an application for a MAP loan. The City's "preapproval" is subject to evaluation and qualification as outlined in this MAP loan policy and is indicated by the issuance of a letter of conditional approval.

12.0 Determining Whose Income to Count

The income of all family members over 18 who will occupy the home purchased must be included in the determination of "annual income." In practice, this means that Staff determining income must first determine the number of people comprising the family and then calculate the income of all people in the family, which persons are at least 18 years old. Earnings of more than $480 per month for each full-time student who is at least 18 years old (excluding the head of household and Spouse/Partner) are not included in the household's annual income.

13.0 Determining Household Size

Households may include persons who are not counted as family members for the purposes of the Program Income Limits and whose income, if any, is not considered when calculating Anticipated Gross Annual Income. Therefore, the following household members DO NOT COUNT when determining household size for the purpose of comparing "annual income" to Program Income Limits:

a. Foster Children;
b. Live-in Aides;
c. Children of Live-in Aides;
d. Unborn Children;
e. Children being pursued for legal custody or adoption who are not currently living with the household; or
f. A child who is subject to a shared-custody agreement in which the child resides with the household at least 51 percent of the time can be counted.

14.0 Loans

14.1 **CREDIT:** Credit score should be above 650 (using middle score) with no unsatisfied judgments; Applicants should have clean credit within the last 12 months including past due payments[6]; no bankruptcies or repossessions.

14.2 **CAPACITY:** Six months of employment. Same line of employment

[6] Late payments should certainly be considered for potential disqualification but should be overridden if the Automated Underwriting System overrides them in its review.

or related education if new job is less than six months. No probationary period.

a. **47%** or less of gross income is for monthly housing costs – Housing Expense Ratio (HER).
b. **50%** or less of gross income is for total monthly debt costs – Debt to Income Ratio (DTI). Exceptions to this threshold may be permitted when the Applicant receives an approval through the lender's Automated Underwriting System (AUD) demonstrating the loan is acceptable under secondary market underwriting standards.

14.3 **MAXIMUM LOAN:** ~~Up to $25,000 or 7.5% of purchase price, whichever is less.~~Tier 1 applicants may receive mortgage assistance in an amount equal to the lower of $25,000 or 7.5% of the purchase price of the residence. Tier 2 and Tier 3 applicants may receive mortgage assistance in an amount equal to 3.5% of the purchase price of the residence.

14.4 **LIEN POSITION:** A MAP Loan shall be recorded in second lien position, subordinate only to the primary mortgage. However, if the first mortgage is combined with a Utah Housing Corporation (UHC) loan, the MAP Loan shall be recorded in third lien position, subordinate to both the primary and UHC loans.

14.5 Housing monthly payments used to calculate the Housing Expense Ratio (HER)
include:

a. Principal and interest;
b. Escrow deposits for real estate taxes;
c. Hazard insurance;
d. Mortgage insurance premium;
e. Homeowner's association duties; and
f. Special assessments.

14.6 Expenditures used to calculate the Debt to Income Ratio (DTI) include:

a. All housing payments above;
b. Long-term installment debt (beyond 10 months remaining to be paid) including student loans, unless Applicant(s) can provide

documentation of at least one-year deferment;
c. Revolving accounts and lines of credit;
d. Alimony, child support or maintenance payments, as applicable;
e. Stock pledges, if applicable.

14.7 A loan may be automatically denied if any of the following conditions exist:

a. Mid credit score equal to or less than 649;
b. Unsatisfied local, state, or federal tax liens;
c. Bankruptcy or repossessions within the past year;
d. Clouded credit history over the past 12 to 24 months (i.e., unsatisfied judgments or collections, derogatory comments, or a history of past due payments);
e. Current employment history is less than six months;
f. Unsatisfactory response from employer concerning probability of job retention;
g. Probationary status of current employment.

14.8 All available resources of an Applicant must be disclosed (i.e., verification of deposit).

15.0 Outstanding Debt

All outstanding debt for Applicants must be counted toward the ratios unless there is less than 10 months left on the terms of the loan. Student loan payments do not count if the Applicant can provide proof that they are deferred for one year.

16.0 Self-Employed Income

Net Income from the operation of a business or profession is considered annual income. To determine this type of income, the previous two years of itemized expenditures must be provided as well as the current balance sheet and profit & loss statements. Self-employed income will only be accepted when it can be verified for at least one year prior to Application. To determine capability, if the Applicant has been in business for less than one year, employment history for the prior two years must be presented. The City may rely on the assistance of a licensed loan officer to determine self-employed income.

17.0 Permanently Absent Family Members

Documentation will be required to ensure that the family member is no longer residing at the household address. This documentation may consist of a legal separation agreement, prior year's tax return showing separate filing, or any other documentation which adequately verifies a separate residence for the absent family member.

18.0 Ineligibility

Applicants will be considered ineligible for one or more of the following:

a. Providing false or incomplete information or previously providing false information under oath;
b. Failing to complete the required forms or to supply requested information;
c. Having previously received Mortgage Assistance from the program, except in extreme cases where applicant is granted an exception by the City;
d. Unsatisfied judgements.

19.0 Application Period, Prioritization, and Use of Funds

Based on available funds, the City will allocate a certain number of loans per month or quarter. Any unspent, returned, or recovered funds may be made available in future application periods. The City will indicate on its website the number of loans available by period and the schedule for applications.

Applications will be received, considered, and approved during regularly scheduled and advertised application periods.

Prioritization will be as stated in Part 1, Section 5.2.

20.0 Reservation of Funds

A MAP Loan will be reserved for each Applicant when the loan application is complete. A Loan will be offered for 120 days and may be extended for 60 days with a total maximum of 180 days.

21.0 Projected Obligations

Debt payments such as a student loan or balloon note scheduled to begin or come due within 12 months of the mortgage loan closing must be included by the lender as anticipated monthly obligations during the underwriting analysis.

Debt payments do not have to be classified as projected obligations if the Borrower provides written evidence that the debt will be deferred to a period outside the 12-month period.

Obligations not considered debt, and therefore not subtracted from gross income, include:

a. Federal, state, and local taxes;
b. Federal Insurance Contributions Act (FICA) or other retirement contributions, such as 401(k) accounts (including repayment of debt secured by these funds);
c. Commuting costs;
d. Union dues;
e. Open accounts with zero balances;
f. Automatic deductions to savings accounts;
g. Childcare; and
h. Voluntary deductions.

22.0 Grounds for Denial of Financial Assistance

22.1 Rationale

A cornerstone of a healthy community is sustainable home ownership. The Mortgage Assistance Program exists to provide opportunities for home ownership and strengthen and maintain existing homeowners. Good relations and connections within neighborhoods are essential to building unity and encouraging homeowners to make the choice to invest their time, money, and energy into their neighborhood and community. Providing financial assistance to those required to register as sex offenders and/or those with serious and/or violent criminal records or drug-related criminal activity would undermine the City's goal of attracting new homeowners and encouraging existing homeowners to stay in their neighborhoods.

22.2 Denial

The City will deny mortgage assistance to Applicants who:

a. Do not meet the established eligibility/underwriting criteria; or
b. Have engaged in or threatened abusive or violent behavior towards, or have offered or inferred a bribe, gift, or benefit toward any staff, elected or appointed official, or agent of the City; or

23.0 Accessory Apartments

Housing stock with a City-approved accessory dwelling unit is an eligible type of housing allowed if the main residence remains owner occupied. Anticipated rent must be included in the calculation of projected income to determine income eligibility. The homeowner must not rent the main residence, whether the homeowner or someone else is occupying the accessory dwelling unit.

24.0 Employment History

All Applicants must have a minimum of six months' employment with their current employer and the employer must certify they are not in a probationary period. If any of the Applicants have less than six months' employment with current employer, they must verify employment in the same line of work (position, duties, and responsibilities) for at least six months prior. Education, technical or professional, may be considered when Applicants are employed for less than six months only if it relates to the current position. Staff may take economic hardships such as changes in marital status or similar situations into consideration if this requirement is not met.

An applicant who has changed jobs to advance within the same line of work, which maintains income continuity, and is successful in that work (i.e., is retained beyond a probationary period for that position), will also receive favorable consideration.

The Applicant's probability for continued employment should be evidenced in the file. In the case of negative comments received from the employer, Staff must perform a detailed investigation. A summary of their findings should be provided in the file, and the underwriting decision should be supported by comments in the file.

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25.0 Assessing Income Information

All facts underlying the income information collected shall be assessed using the following considerations:

Pay Periods. Determine the basis on which employees are paid:

a. Hourly, weekly, or monthly
b. With or without overtime
c. Bonus, shift differentials and other forms of payment

An employee who gets paid "twice a month" may be paid either twice a month (24 times a year) or every two weeks (26 times a year). The calculation will bear a significant difference. Be sure to get clarification!

An annual salary is counted as annual income regardless of the payment schedule. For example, if a teacher's annual salary is $30,000, this is the amount used to calculate annual (gross) income regardless of whether the teacher is paid over a 9 or 12-month period.

Variation in pay: For Applicants, whose jobs provide steady employment (e.g., 40 hours a week, 52 weeks a year), it can be assumed that there will only be slight variations in the amount of earnings reflected in monthly or bi-weekly pay stubs. In such cases, three consecutive months of income documentation is an appropriate amount upon which to base a projection of income over the following 12-month period.

For those whose annual employment is less stable or does not conform to a twelve- month schedule (e.g., seasonal laborers, construction workers, teachers), the City will examine income documentation that covers the entire previous twelve-month period. Such workers can experience substantial variations in earned income over the course of a year. As such, an examination of three months of income documentation may not provide an accurate basis upon which to project the Applicant's income for the following 12 months.

Sources of earned income: In addition to hourly earnings, Staff will account for all earned income. In addition to the base salary, this will include annual cost of living adjustments (COLAs), bonuses, shift differentials and overtime pay. In the case of

overtime, it is important to clarify whether overtime is sporadic or a predictable component of an employee's income. If it is determined that an Applicant has earned and will continue to earn overtime pay on a regular basis, the City will calculate the average amount of overtime pay earned by the Applicant over the pay period the City is using to calculate income eligibility (3 months or 12 months). This average amount is then to be added to the total amount of projected income earned over the following 12-month period.

26.0 Initial Certifications

Applicants' status as a moderate-income household must be certified at the time of Application. [Under State current law, the Mortgage Assistance Program will allow up to 120% AMI.]

A preliminary determination of eligibility is made to verify that the Applicant(s) meets the requirements of the Program, which meets the minimum requirements to qualify for a mortgage while being under the maximum household incomes by household size.

The City will not re-examine a household's income during the Application process, unless more than six months have elapsed since the household's income was certified by Staff.

27.0 Assets, Inclusions, and Exclusions

27.1 Determining Assets Income

The City counts the actual income generated by the asset, such as interest on a savings or checking account, for the purpose of determining "annual income." The income is counted even if the household elects not to receive it. For example, though an Applicant may elect to reinvest interest or dividends from an asset, the interest or dividends are still counted as income. In the same manner as with other forms of income, the income from assets that is included in determining "annual income" is the income that is anticipated to be received from the asset during the coming 12 months.

Checking and savings account balances are considered assets. This rule is not intended to count monthly income as an asset, but

rather, it recognizes that households sometimes keep assets in their checking accounts. To avoid counting monthly income as an asset, the City will use the average monthly balance over a three-month period as the cash value of the checking account.

When Assets Produce Little or No Income: An "imputed" income will be calculated on assets with little or no income based on the "Passbook Rate[7]" applied to the cash value of assets. This rule only applies if the total cash value of all assets is more than $5,000.

27.2 Computing the Value of Assets

Assets have both a market value and a cash value. Only the cash value (rather than the market value) of an item is counted as an asset. The market value of an asset is simply its dollar value on the open market.

27.3 Inclusions

a. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts the current balance will be used. For checking accounts, the average three-month balance will be used.
b. Cash value of revocable trusts available to the Applicant, or any adult household member.
c. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
d. Cash value of life insurance policies available to household members before death (e.g., surrender value of a whole life or universal insurance policy).
e. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
f. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
g. Income from retirement and pension payouts.

[7] The Passbook Rate is established by HUD and is updated annually. For 2025 the rate is 0.45%.

27.4 Exclusions

a. Necessary personal property, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
b. Interest in Indian trust lands.
c. Assets not effectively owned by the Applicant (or an adult household member). That is, when assets are held in an individual's name, but the assets or any income they generate is accrued to the benefit of someone else who is not a member of the household, and that other person is responsible for income taxes incurred on income generated by the asset.
d. Equity in cooperatives in which the family lives.
e. Assets which are not accessible and that provide no income for the Applicant.
f. Term life insurance policies (i.e., where there is no cash value).
g. Assets that are part of an active business.
h. Balances of retirement and pension funds.

28.0 **Subordination Requirements**

The outstanding MAP Loan will not be due upon prepayment or refinance of the first loan, provided that such refinancing of the property, the principal balance of the new first mortgage and the MAP Loan proceeds do not exceed the appraised value of the property, and the refinancing is not a cash out refinance.

Subordination of City's Mortgage Assistance Loan to a new first mortgage is allowed when the loan is a streamline loan with no cash out. The borrower's account must be current, which in the case of deferred loans means continuing to be owner occupants of the property for which the assistance was provided. The new loan must have a fixed rate and must have a 30-, 20- or 15- year term. The Homebuyer must continue occupying the property as their principal (primary) place of residence. A comparison of the old and new loans must be provided including loan amounts, interest rates, monthly payments, and terms for both loans. The interest rate and monthly payment must be lower than the previous loan. CD's and LE must also be provided for the proposed new loan. A copy of the pay-off from the mortgage to be paid must be included.

The City will subordinate for free, but no more than once in a three-year period. If additional subordinations are requested or required, a $250.00 fee must be paid. The City will provide Templates for the Subordination Agreement and Request for Notice.

29.0 Default

29.1 Conditions of Default

a. Transfer of title, sale, or lease of the property;
b. Ceasing to occupy the property as the principal place of residence, for any reason without authorization from the City;
c. Default on the payment of property taxes;
d. Failing to maintain current, valid, and sufficient homeowner's insurance against the property;
e. Failing to adhere to any other deed restrictions agreed upon by signing all the closing documents.

29.2 Determination of Default on an Agreement

MAP Loans are normally retired either by conversion to a grant when Borrower fully satisfies the terms of the Agreement or repaid in the normal course of business as the Borrowers contract to sell their property to a new owner. On occasion, borrowers will move out of the property for other reasons without remembering that vacating the property puts them in default and that it triggers immediate repayment of the MAP Loan received to acquire the property.

Once the City has learned of a default, staff will contact borrowers to verify that borrowers have indeed vacated the property and to ascertain facts as to the circumstance that caused them to move out.

29.3 Repayment of MAP Loan in Default

The Borrower agrees that any funds advanced as a MAP loan toward the purchase of the Borrower's residence, which is the Borrower's principal residence, shall be repaid to City upon the death of the Borrower, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Borrowers, then

the loan shall be repaid upon the death of the last surviving Borrower, or upon the divorce of the Borrowers, unless one of the Borrowers is entitled pursuant to a decree of divorce to continue residing in the subsidized unit, in which event, the sum shall be repaid upon the death of said Borrower, or on the rental, sale, transfer, or any other change of ownership, as follows:

a. The MAP loan shall be immediately repaid to City if at any time the housing unit is used other than as the Borrower's principal residence.
b. The MAP loan amount shall also become due and payable to City on the date the housing unit ceases to be the Borrower's principal residence, for any reason, but not limited to, the Borrower selling, renting, leasing, abandoning, donating or giving the housing unit to another, subject to the qualification upon repayment or recapture provided below.
c. The MAP loan amount shall also become due and payable to City on the date that a lienholder in lower position initiates proceedings to foreclose on the lien. Upon verification by City that the Borrower is in breach of the MAP loan agreement as indicated above, City shall notify the Borrower in writing of said breach and demand immediate repayment of the full amount of the loan. The Borrower shall then have a period of 10 days from the date the Notice of Breach is mailed to inform the City of how the loan will be repaid.
d. Any outstanding loan balance not paid when due shall bear interest thereafter at the rate of up to eight percent (8%) per annum until paid. In the event of foreclosure, the repayment amount will be based on the net proceeds available from the sale of the property.

29.4 Once it has been established that a MAP Loan is in default, the Borrower must commit to repaying the MAP Loan either in full or prorated, depending on the situation under the contract.

At the City's sole option and dependent on its assessment of the circumstances and the probability of repayment, the City may offer a payment plan to assist Borrowers in fulfilling their responsibility to repay the Loan. The terms for repayment established here are to cause the quickest repayment possible.

Lump sum payments are the ideal repayment method and will be

accepted without charging the default interest percentage if paid within 60 days or sooner. Options may be presented when beneficiaries find themselves in situations where full payment is not immediately possible:

a. 0% interest if repaid within 12 months or less
b. 2.0% interest if repaid in 13 to 24 months
c. 4.0% interest if repaid in 25 to 36 months
d. 6.0% interest if repaid in 37 to 48 months
e. 8.0% interest if repaid in 49 to 60 months

Options offered will vary depending on the outstanding loan amount.

a. For amounts of $5,000 or less only options a) through c) may be offered
b. For amounts between $5,000 and $25,000 only options a) through e) may be offered.

30.0 Repeat Applicant

Only in extreme cases: Applicants who have previously received assistance from the City's Mortgage Assistance Program may be eligible to receive further assistance.

Consideration will only be given to Applicants where the original established Agreement Period has expired for the property to which they received assistance. The history of their previous account with the City must be satisfactory; bankruptcy, foreclosure, short sale, and/or any other form of delinquency shall immediately disqualify Applicants from consideration to receive further assistance.

If Applicants are afforded consideration to a second opportunity, in addition to meeting eligibility requirements for the program to which they are applying, they must submit a letter to the City providing specific information as to why they are seeking additional assistance from the program and why they think another opportunity should be afforded to them. Documentation must be included verifying the reasons included in the letter.

31.0 Appeal Process

31.1 The City will notify in writing any Applicants who have applied a MAP Loan and who, for any reason, have been determined to be ineligible. The notification shall state the reason for ineligibility. All information relative to the rejection of the Application shall be documented and placed in the Applicant's file.

31.2 An Applicant who has been determined ineligible for Mortgage Assistance or disagrees with any written decision may request a review within thirty (30) days of the date on the written notification. The appeal must be in writing and received by the City on or before the expiration of the Appeal Period. If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before Applicant may seek any other relief or remedy. The Appeal shall state the basis for the Appeal and why the decision or action being appealed should be reversed or modified. The right to Appeal will be identified and described in all written decisions or actions of the City sent to the Applicant.

31.3 Notice of Right to Appeal. All written decisions or actions of the City shall contain a notice provision like the following:

As the Applicant for a Mortgage Assistance Loan, you have the right to Appeal any decision or action on your Application for a Mortgage Assistance Loan. You may Appeal the decision or action communicated herein to the Mayor by filing a written notice of Appeal and statement of the grounds for the Appeal with the Eagle Mountain City Recorder within thirty (30) days from the date of decision or action set forth above (Appeal Period). If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action communicated herein becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before seeking any other relief or remedy. Failure to Appeal within the thirty (30) day Appeal Period may preclude any other relief or remedy. To pursue your Appeal additional information regarding your Appeal may be required. For further information regarding your right to Appeal please contact the City or legal counsel of your choosing.

31.4 Appeal Process.

A designated Mortgage Assistance Program review committee shall conduct a hearing on the Appeal within thirty (30) days of receipt of the Notice of Appeal by the City Recorder. Committee members participating in the Appeal review shall not have participated in the original decision being appealed. ~~The Mayor, or designee (a designee other than a person who participates in the regular approval process), shall conduct a hearing on the Appeal within thirty (30) days of receipt of the Notice of Appeal by the City Recorder.~~

Written notice of the date, time and location of the hearing will be provided at least ten (10) days prior to the hearing. The committee~~Mayor, or designee~~, will hear all evidence regarding the Appeal presented by or on behalf of the Applicant, and presented by or on behalf of Staff, both oral or written provided at or prior to the hearing. The Applicant and the City may call witnesses. The committee~~Mayor, or designee~~, shall determine whether the decision or action being appealed was in error or if unusual circumstances existed that would justify approval of the Application.

A written decision on the Appeal and the reasons therefore shall be issued within fourteen (14) days from the date of the hearing on the Appeal. The written decision on the Appeal shall be mailed, emailed, or hand delivered to the Applicant.

31.5 Failure to Render Decision.

If a written decision by the committee~~Mayor, or designee~~, is not issued within thirty (30) days of the hearing the Appeal is deemed denied and the decision or action being Appeal is upheld.

32.0 **Other Requirements**

a. No co-signers who will not be owner-occupants are allowed.
b. Purchase price may not exceed appraisal valuation.
c. Self-employed Applicants must show one year of signed and dated individual tax returns, plus all applicable schedules and signed and dated copies of federal business income tax returns with all applicable schedules and a 12- month Profit & Loss

Statement.

33.0 Incomplete Applications

Failure to provide sufficient documentation, for any reason, needed by staff to determine eligibility and loan qualification will render an application incomplete. Applicants who cannot prequalify in time for the City to issue letters of conditional approval will be considered in the next application period and prioritized according to policy.

34.0 Non-Traditional Credit

Non-traditional credit will be reviewed if an Applicant does not have a credit score from any of the three bureaus. Lack of non-traditional credit will not be grounds for denial as no credit history is deemed better than a derogatory credit history.

35.0 Staffing and Administrative Matters

The Mortgage Assistance Program is funded by an appropriation from the RDA, which funding is attributable to Community Reinvestment Project Area funds intended to support affordable housing initiatives. The program is administered by the City.

As authorized by the City, a modest fee of no more than 10% of the amount loaned may be assessed to the Housing Funds to cover the costs for Staff to administer the Mortgage Assistance Program.

36.0 Annual Reporting

Staff shall provide, in writing, an annual report to the RDA Board, the Mayor and City Council, City Manager, and Planning Director, which report includes:

a. The number of people that received a benefit from the program;
b. The number of public employees, by agency, who participated in the program;
c. The total amounts expended, recovered, and outstanding by age; and
d. Such other information that provides an assessment of the reach and success of the program.

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APPENDIX

2025 HUD AREA MEDIAN INCOME CHART

HUD publishes income limits to determine eligibility for different HUD programs. The income limits are based on the median family income for an area. The City of Eagle Mountain is in the Provo-Orem UT MSA Area. The median income for the Utah County area, as published by HUD, for FY 2025 is $118,700. The table below shows the income limit categories based on the number of people in the family.

FY 2025 Income Limits Table (Provo-Orem UT MSA)

Household Size / Income (AMI)	1	2	3	4	5	6	7	8
Low (80%) Income ($)	65,000	76,000	85,000	94,950	102,550	110,150	117,750	125,350

(Source: https://www.huduser.gov/portal/datasets/il.html)

Effective July 1, 2025, through June 30, 2026:[8]

% of Area Median Income			
Household Size	80%	100%	120%
1	$66,500	$83,125	$99,750
2	$76,000	$95,000	$114,000
3	$85,500	$106,875	$128,250
4	$94,950	$118,688	$142,425
5	$102,550	$128,188	$153,825
6	$110,150	$137,688	$165,225
7	$117,750	$147,188	$176,625
8	$125,350	$156,688	$188,025

HOMEBUYER EDUCATION COURSES

Applicants can take any HUD-approved homebuyer education course or any of the following courses (a fee may apply):

https://www.fanniemae.com/education
https://creditsmart.freddiemac.com/#path-homebuyer-u

[8] These figures are updated annually based on information provided by the US Department of Housing and Urban Development for the Provo-Orem UT MSA Area. See the Appendix for more information.

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Mortgage Assistance Program Policy

Eagle Mountain City / Eagle Mountain Redevelopment Agency

PART I OVERVIEW

1.0 Introduction

This manual sets forth policies and procedures for the Eagle Mountain Mortgage Assistance Program, which is funded by affordable housing funds from the Eagle Mountain Redevelopment Agency and administered by Eagle Mountain City.

The goal of the mortgage assistance program is to expand home ownership opportunities for eligible households and to increase home ownership within the city. The program seeks to assist households who might otherwise not be able to become first-time homeowners.

This Manual shall be revised as new policies and procedures are established. Originally adopted on October 1, 2024, this policy was amended and adopted on March 18, 2025.

2.0 Purpose

Eagle Mountain City's General Plan includes a Moderate Income Housing Plan strategy to:

"Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."

The purpose of this Mortgage Assistance Program Policy (**Policy**) is to establish processes and guidelines for the awarding of Redevelopment Agency (**RDA**) Housing Funds in the form of Mortgage Assistance (**MAP**) loans to improve the quality of life for individuals, couples, families, and the community. These guidelines cover the following: income qualification, home-buyer eligibility criteria, first mortgage requirements, occupancy standards, and other relevant items.

While priority will be given to public sector employees, such as teachers,

firefighters, police, city employees, and others, the program is also available to other qualified first-time homebuyers to purchase a home in Eagle Mountain City.

3.0 General Program Information

The Mortgage Assistance Program offers a 0% deferred payment loan to eligible homebuyers. Tier 1 applicants may receive assistance in an amount equal to the lower of $25,000 or 7.5% of the actual purchase price of the home. Tier 2 and Tier 3 applicants may receive assistance in an amount equal to 3.5% of the actual purchase price of the home.. Prospective applicants with household incomes up to 120% of Area Median Income may qualify for a loan.
For FY 2024-25 the maximum household income[1] ranges from $91,600 for one person to $151,800 for households of six or more persons.

The zero percent (0%) deferred-payment loans are secured by a loan agreement, a promissory note, and a trust deed in second position to that of the primary lender's first mortgage, which must have a fixed rate and include the escrow for property taxes and homeowners' insurance.

As a condition of the loan, the property must remain the borrower's principal place of residence for the term of the MAP loan. Borrowers are required to repay loans in full if they vacate, sell, transfer, or assign any legal or equitable interest in the property at any time on or after the closing date of this mortgage product, which amount shall be immediately due and payable in accordance with the Mortgage Assistance Program (MAP) Policy.

Prospective homeowners may apply for mortgage assistance funds simultaneously to prequalify but must obtain prequalification before a conditional letter of approval can be issued regarding the MAP program. A homeowner may not apply for mortgage assistance funds after the first mortgage loan has been closed.

1

Mortgage assistance funds are not intended for refinancing an existing mortgage or land contract. Mortgage assistance funds are not intended for investors.

[1] These figures are updated annually based on information provided by the US Department of Housing and Urban Development for the Provo-Orem UT MSA Area. See the Appendix for more information.

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4.0 Definitions

As used in this manual and other materials and forms, the words listed below are defined as:

Active-Duty Military Personnel: shall mean individuals currently serving full time in the United States Armed Forces, including the Army, Navy, Air Force, Marine Corps, Space Force and Coast Guard. This definition includes members of the Active Guard and Reserve (AGR) serving under Title 10 or Title 32 orders.

Affordable: In reference to housing costs, this means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person/household, without endangering the financial stability of the person/household.

Agreement (or Loan Agreement): shall mean the written contract between the City and the successful Applicant stating the terms under which the mortgage assistance is awarded. If a Residence is to be jointly owned, all owners must enter into an agreement with the City.

Appeal: shall mean a written request by an Applicant to review, modify, or reverse any written determination or decision on an Application or a determination of default of the Agreement by the Applicant.

Applicant: shall mean the person, who is at least 18 years old, who applies for an Eagle Mountain Mortgage Assistance Loan. This term may be used interchangeably with "Homebuyer" and includes "Co-Applicant."

Application: shall mean the form provided by the City, completed by the Applicant, with all requested attached information.

Borrower: A successful Applicant who receives an MAP Loan.

Certification: A written statement of fact filed in connection with a MAP loan application administered by the City attesting that the information provided has been verified as true, correct, complete, and subject to penalties of perjury.

City: shall mean Eagle Mountain City.

Closing Date: The date when the Borrower(s) signs the MAP Loan Agreement and other required documents.

Co-Applicant: A person who joins the Applicant in applying for a MAP loan. Spouse/Partners must be included as Co-Applicants even if they do not appear on the loan.

Complete Application: The form provided by the City, completed by the Applicant, with all requested attached information.

Debt to Income (DTI): A measure (percentage) that compares a Borrowers' total debt payments (such as house payments, child support, alimony, student loans, credit cards, gas and store cards, and any other debt) to the monthly income they generate. This calculation gives the City an idea of how likely it is that the Borrower will repay the financing obtained to purchase their home. This term is also known as "back-end ratio."

Disabled: An individual, single, head of household, or spouse who has a disability as defined in Section 223 of the Social Security Act.

Displaced Homemaker: shall mean a divorced adult, who is at least 18 years old, who has not worked full time for a full year in the labor force for a number of years, but has during such years worked primarily without remuneration to care for the home and family; is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; or while married, owned a home with his/her spouse and in the divorce settlement the residence was awarded to the spouse or required to be sold.

Economic Hardship: includes drastic reduction or loss of income caused by the loss of employment, serious or chronic illness or health conditions, and/or similar, verifiable circumstances. Reduction of the value of the home and inability to sell will also be considered.

Eligible Homebuyer: shall mean an individual (and his or her spouse or partner) that meets applicable criteria specific to the MAP program funding.

Eligible Property: means real property located within the City, which also meets additional criteria related to the MAP program.

Family or Household: shall mean one or more people related by blood, marriage, adoption or approved foster care, and up to two (2) unrelated people.

First Mortgage: shall mean a mortgage or loan which is secured by a first lien position, taking priority over all other liens; and an extension of credit for which a Deed of Trust is recorded and the proceeds of which are used to finance the purchase of an eligible property which meets the requirements set forth in this policy.

Homebuyer(s): shall mean the successful Applicant(s) approved by the Staff under the provisions of this Policy who enters into an Agreement with the City and will purchase a Residence with Mortgage Assistance from the City.

Household Member: means all individuals who will live in the house purchased with Mortgage assistance. All individuals must be listed in the section "Household Composition" of the Completed Application.

Housing Expense Ratio (HER): is a measure (percentage) that compares the Borrower's gross monthly income to their housing expenses. The housing expense measure includes mortgage principal and interest payments, property taxes, hazard insurance, and mortgage insurance costs. This term is also known as the "front-end ratio."

Housing Funds: shall mean monies collected by the RDA, which must be used according to Utah Code §17C-1-411 and §17C-1-412, or successor provisions, which are allocated by the RDA Board to the Mortgage Assistance Program.

Income (household income, annual gross income): For this program it includes all sources of income as defined in UCA 17C-1-102 (6) which references the definition for income as defined in regulations for the US Department of Housing and Urban Development (HUD). Generally, it means the anticipated total annual income, before deductions, from all sources received by an individual or household (even if temporarily absent) and received by each additional member of the household, who is at least 18 years old, including all net income derived from assets for the 12-month

period following the effective date of the initial determination of income.

Lender: shall mean an organization or entity which provides financing for the acquisition of eligible properties in accordance with the provisions of this Manual. A customary mortgage lender means a Bank, Credit Union, Savings and Loan, Mortgage Company, or other financial institution, which provides a loan for the purchase of the Residence, approved by Staff.

Liquid Assets: refers to funds that are in the form of cash or which can quickly be converted to cash. These include: (1) cash, (2) demand deposits, and (3) time and savings deposits.

Loan: means funds borrowed from any lender.

Loan to Value (LTV): is a risk assessment ratio calculated by comparing the lesser of the purchase price or the appraised value of the property to the total mortgage debt on the home (including the MAP).

Moderate-Income Household: Persons and families whose income does not exceed the qualifying limits as established by HUD and amended from time to time. Such limits are defined as 80% of the area median income as adjusted for household size and revised annually.

Mortgage Assistance (MAP) Loan (or MAP loan): refers to the Mortgage Assistance Program Loan provided by the City to a successful Applicant at closing in the form of down payment assistance and closing costs to aid in the purchase of a residence.

Ownership Interest: means any of the following interests in residential property including fee simple estate with the right of survivorship, joint tenancy, and tenancy in common. It does not include a remainder interest, a lease with or without an option to purchase, or any interest acquired in the execution of a purchase contract. Nor does it include a distributed ownership interest in a Timeshare property.

Owner-Occupied Residence: A dwelling intended and used for occupancy by one household which is the owner of the property. A home with a city-approved accessory dwelling unit (ADU), for which the ADU may be rented also qualifies.

Participating Entity: shall mean those property taxing agencies who participate in the RDA's project areas; namely Eagle Mountain City, Alpine School District[2], Utah County, Unified Fire Authority, and the Central Utah Water Conservancy District.

Principal (Primary) Place of Residence: means a home of any kind where you reside most (at least 51%) of the time. This is not the only test; other factors that will be relevant to the determination include, but are not limited to:

- The address on your valid driver's license;
- Your place of employment (city, state);
- Where your immediate family lives;
- The address you use to file your federal and state income tax return;
- Where you are registered to vote;
- The property where you claim your homeowner's property tax exemption;
- The mailing address you use for general mail, bills, cell phone statements, and other general bills (utility bills do not necessarily establish residency);
- Where you maintain your bank accounts, brokerage statements, and other banking or financial relationships, i.e., credit cards, etc.;
- Where you maintain social memberships, such as health and/or country clubs, religious affiliations, etc.

All facts and circumstances will be considered when making the determination.

Public Employee: shall mean a homebuyer who is an employee of a federal, state, or local governmental agency, institution, department, division, court, school district, or in military service. Also included are employees of organizations that are collaborations of various government entities (for example, Mountainland Association of Governments).[2]

Purchase Price: means the Amount for which the purchased home will be sold.

[2] Effective July 1, 2027, a new (yet to be named) school district will assume responsibility for operating public schools in Eagle Mountain City. On or after that date, the new district name should be inserted to replace the current.

RDA: shall mean the Eagle Mountain Redevelopment Agency, a separate body corporate and politic which is a political subdivision of the state of Utah.

Residence: shall mean a single-family dwelling, townhome, or condominium, to be purchased by the Homebuyer, who will receive mortgage assistance under the provisions of this Policy.

Spouse/Partner: Includes two people who are legally married, or in a common law marriage, or reside together in a marriage or domestic partner type relationship.

Staff: shall mean the person(s) designated to administer the Mortgage Assistance Program. This person may be an employee of the RDA, Eagle Mountain City, or a contractor engaged by the City to assist with or administer the MAP.

Veteran: shall mean any individual who has served in the active military, naval, or air service of the United States and who was discharged or released under conditions other than dishonorable, as defined by 38 U.S.C. § 101(2).

Term: means the 15-year period of agreement between the homebuyer and the City.

5.0 Program Availability

5.1 This Mortgage Assistance Program is available only when approved allocations from RDA Housing Funds are available and appropriated by the City and may, at any time, be discontinued either temporarily or permanently, at the discretion of the City or RDA. Nothing in this Policy creates an entitlement to Mortgage Assistance to any Applicant until a successful Applicant enters into a written Agreement, Promissory Note, and Trust Deed at closing.

5.2 Applications will be received, considered, and may be approved during regularly scheduled and advertised application periods with priority given in the following order:

Tier 1 (first priority) Public Employees of a Participating Entity;

Employees of Eagle Mountain City, Alpine School District, Utah County, Unified Fire Authority, and Central Utah Water Conservancy District.

Tier 2 (second priority) Public Employees of other public sector entities; Employees of other cities or government agencies, educators and school staff, law enforcement, fire service, medical professionals, veterans, and active-duty military personnel.

Tier 3 (third priority) General Applicants; All other qualified applicants who meet the program's income and eligibility requirements.

If needed, such as when the number of eligible applications received exceeds the amount of Mortgage Assistance Program funds allocated for a given period, applicants will be prioritized first according to the established Tier structure (Tier 1, Tier 2, Tier 3). Within each Tier, prioritization will then be based on the household's income relative to the Area Median Income (AMI); that is, as a percentage of AMI. Households with a lower percentage of AMI will receive higher priority over those with an AMI percentage closer to the program maximum, ensuring that limited funds are distributed equitably and consistent with the program's intent.

5.3 As an exception to the MAP's focus on first-time homebuyers and to encourage public employees of participating entities to move into the City, notwithstanding a present ownership interest, the City will allow a simultaneous closing. Applications under this section will be received and considered as described in Section 5.2 above.

6.0 Mortgage Assistance Program Terms and Conditions

6.1 The stated term of the MAP loan is 15 years.

6.2 The MAP loan will be secured by a lien in second or third position at 0% interest. Subject to Loan Forgiveness Eligibility (see Section 8.0 below), after 15 years, the lien may be removed completely from title and no repayment will be required.

6.3 The Loan Agreement, Promissory Note, and Trust Deed shall be

recorded with the Utah County Recorder's Office, as a lien and covenant of restrictions enforceable by the City against the Homebuyer's Residence, until the terms of the Agreement are fulfilled.

6.4 The Homebuyer may not refinance the first mortgage without notice to and us subject to approval by the City. A cash out refinancing of the Residence by the Homebuyer during the Term of the Agreement shall require full repayment, less any loan forgiveness eligibility, to the City of the MAP loan. In addition, if a cash out refinancing occurs within the first two years of the Term, a penalty of up to $2,000 may be assessed.

7.0 Mortgage Assistance Program Loan Amount and Payment

The maximum amount of a MAP loan is;

- **Tier 1:** 7.5% of the actual purchase price of the Residence or $25,000, whichever is less.
- **Tier 2 & Tier 3:** 3.5% of the actual purchase price of the Residence.

7.1 Only one MAP Loan is allowed per Residence or Homebuyer during the term of the Agreement; and

7.2 Payment of the MAP Loan will be made directly to the title company managing the closing transaction of the Residence for the Applicant and lender.

8.0 Loan Forgiveness Eligibility

8.1 **Tier 1:** Homebuyers who are Public Employees of a Participating Entity shall be eligible for loan forgiveness on a prorated basis between three (3) and five (5)
full years of continuing public employment for a participating entity, and continuous occupancy of the residence.

8.2 **Tier 2:** Homebuyers who are Public Employees, other than those in Tier 1, shall be eligible for loan forgiveness on a prorated basis between five (5) and ten
(10) full years of continuing public employment, and continuous occupancy of the residence.

8.3 **Tier 3:** All other homebuyers shall be eligible for loan forgiveness on a prorated basis between 10 and 15 years of continuous occupancy.

8.4 **Hardship:** A Homebuyer may also be eligible for loan forgiveness if, after the purchase of a home, the Homebuyer dies or is permanently and totally disabled[3]. Staff may review and consider other types of hardships.

A Homebuyer may also request consideration for loan forgiveness due to other extraordinary circumstances. All hardship requests must be submitted in writing and must include a description of the hardship and any supporting documentation necessary for review. Hardship requests will be reviewed through the City's Mortgage Assistance Program hardship review process, and determinations will be made based on the severity of the circumstance, program integrity, and consistency with the intent of the Mortgage Assistance Program.

Approval of hardship based loan forgiveness is at the discretion of the City and must comply with all applicable program requirements and funding restrictions.

For the purposes of this Policy, economic conditions or market fluctuations alone shall not constitute a hardship, or difficulty selling residence. Additionally, financial hardship resulting solely from voluntary employment changes, relocation decisions, or personal financial management shall not, by itself, qualify as a hardship under this policy.

8.5 Loan forgiveness will be awarded only once. Eligible homeowners seeking loan forgiveness should apply only when they have earned the maximum amount according to their circumstances: that is, upon completion of the full term for which forgiveness applies OR If they are selling, vacating, renting or other conversion, they may apply for prorated loan forgiveness. Homeowners accepting loan forgiveness shall immediately repay the MAP loan less any earned loan forgiveness. Proration will be calculated in full years, not in portions thereof.

8.6 To determine the amount of and obtain loan forgiveness, the Homeowner must submit a request in writing to the City for MAP Loan forgiveness, in whole or in part, at the time of sale, conversion, or eligibility for discharge of the MAP Loan. The

[3] As defined by federal law pertaining to disability (Section 223 of the Social Security Act).

Homeowner must provide proof of occupancy for the applicable term. Tier 1 and Tier 2 public employees seeking loan forgiveness must also provide proof of eligible employment for the applicable term. Only time employed at a public sector employer after the closing date of the MAP loan is counted.

8.7 Upon verification of eligible employment, a Homeowner who has submitted a request for loan forgiveness, may be given credit for full years of public employment under sections 8.1 and 8.2. A Homebuyer whose status as a public employee ended during the term of the loan or began after the loan term began may receive credit for their years of public employment when receiving loan forgiveness.

8.8 Switching employers within an employer tier does not change the time required for forgiveness.

8.9 Switching between employer tiers will be calculated to the benefit of the homeowner with respect to proration, with the remainder being allocated to the remaining period of the lesser priority tier and always in terms of full employment years within each tier. Time may be calculated in each employer tier to the benefit of the homeowner. However, minimum times for proration or maximum times for full forgiveness within a tier must be satisfied to count.

8.10 Either homeowner's eligible employment history counts but not simultaneously and only time employed after closing and in full years. Thus, a couple cannot shorten the time requirements based on both persons working in the same time period. In calculating loan forgiveness, staff should count the employment tier(s) most advantageous to the homebuyer but if employment within a single tier is not sufficient for full forgiveness, full forgiveness comes at the tier with the longer term. Time served in a preferred tier (i.e., 1 > 2 > 3) counts toward the less preferred tiers' time limits.

8.11 A note for employees of entities which may cease to exist or for which responsibility for providing services have been transferred to or from the city or another entity[4]. Loan forgiveness eligibility will

[4] For example, A new yet to be named school district will replace Alpine School District (ASD) in providing education services to Eagle Mountain residents beginning July 1, 2027. Homebuyers who closed on their MAP loan prior to the transfer of

still apply to employees who originated their MAP loan while employed by a public entity providing services to the residents of the City. Homebuyers who close on a MAP loan on or after the date of transfer of such responsibilities will qualify under loan forgiveness provisions applicable to employees of the successor entity.

8.12 Below are some examples to illustrate loan forgiveness calculations:

- Frankie is a homeowner who works for Utah County (a tier 1 employer). After nearly three years she moves out of the City. Frankie does not earn loan forgiveness because the minimum proration amount for a tier 1 employee was not met. At closing Frankie will repay the City the full MAP loan. Had Frankie left in less than two full years, Frankie would have had to pay another $2,000.

- Morgan is a homeowner who works at Camp Williams (a tier 1 employer). Morgan decides to rent out the home after occupying it for 7 years. Upon application for forgiveness, Morgan qualifies for 7/10 or $17,500 forgiveness of his $25,000 MAP loan. He must repay the city $7,500.

- Maria is a homeowner who works for the local school district (a tier 1 employer). After a while, she changes jobs to work in the local Sheriff's office. Maria is still working for a tier 1 employer. After five years, she will qualify for full loan forgiveness.

- Jamie and Leslie are homeowners who obtained a $25,000 MAP loan. Leslie worked four full years at a tier 1 employer before changing to a tier 2 employer. At the time of the change, they will be eligible for loan forgiveness of 4/5 (or $20,0000) of the $25,000 MAP loan, with the remaining 1/5 (or $5,000) being applied for the remaining 6 years of the second tier (maximum 10 years) time requirement. If Jamie and Leslie (while still employed by a tier 2 employer) then needed to sell the home two full years later, the loan forgiveness would be 4/5 (or $20,000) of the MAP loan amount plus 2/6 (or $1,666.67) of the remaining $5,000 for a total loan forgiveness of $21,666.67. They will

services (July 1, 2027) while employed the old school district will continue for the length of the loan to be eligible for the Tier 1 loan forgiveness provisions. Homebuyers employed by ASD who close a MAP loan on or after July 1, 2027, will be subject to the Tier 2 loan forgiveness provisions. Similarly, in the future it is possible that the police and/or fire services will be directly provided by the City rather than by a separate entity; or that a service provided by the city that could be outsourced.

need to repay only $3,333.33 to the City.

- Georgina and her husband George, who has been teaching at an elementary school in the city for 8 years, buy a home with help from the MAP loan. Two years later George retires. Georgina, who has been working for the water district (another tier 1 employer) intends to quit two full years after George. At that date, upon application for loan forgiveness, verification of homeowner occupancy and eligible employment, the City would count George's two full years and Georgina's two more years for a total of four or 4/5 forgiveness of the loan. If they were to sell then, they would owe only 1/5 of the original loan. If they waited, the remaining 1/5 would apply to the remaining 11 years of the 15 year term applicable to tier 3 homeowners. For full forgiveness they would need to wait until the full 15 years from the closing of their MAP loan.

9.0 Qualifications

9.1 The Applicant, along with all others over the age of eighteen who will reside in the residence shall have a combined family income, which qualifies the Applicant(s) for "income targeted housing" as defined in Utah Code § 17C-1- 102(32)(a) which is currently no more than 120% of the current median annual income for Utah County, as published from time to time by the US Department of Housing and Urban Development (HUD) for the size of Family at the time of Application;

The Residence, for which the Application is being made, must be within the corporate limits of Eagle Mountain City to be approved. Staff may reject an Application if the Residence violates Eagle Mountain City or Utah State codes or is unfit or unsound for occupancy;

9.2 The Applicant must pay a down payment towards the purchase of the Residence of at least $1,000;

9.3 The Applicant must qualify for and receive fixed-rate financing for the purchase of the Residence through a Customary Mortgage Lender; The first mortgage must be accompanied by the escrow for property taxes and homeowners' insurance.

9.4 The Applicant must submit a Completed Application and all requested financial, employment income, and income tax information, have an

acceptable credit rating, and be otherwise approved by Staff.

10.0 Occupancy

10.1 The Residence shall become the permanent and primary Residence of the Homebuyer after closing, and Homebuyer shall continue to reside in the Residence throughout the Term of the Agreement;

10.2 The Residence shall not be conveyed, sold, leased, rented, sublet or the like during the Term of the Agreement; and

10.3 Conveyance or Sale of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the MAP Loan. Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the MAP Loan. In addition, if the sale or rental occurs within the first two years of the Term, a penalty of up to $2,000 may be assessed. For a residence that is occupied by the Homeowner throughout the Term of the Agreement there shall be no repayment of the loan upon resale or rental thereafter.

11.0 Discretionary Funding

Availability of the Mortgage Assistance Program is subject to annual appropriation of funds by the RDA and the City. Nothing in this Policy shall guarantee any present or future appropriations.

12.0 Singular and Plural

Wherever appropriate or required in the context of this Policy a singular term shall also refer to the plural form of the same term and vice versa.

13.0 Right to Appeal

Within 30 days of notification of a denial for a loan, an Applicant shall have the right to Appeal any written decision or determination by the City on an Application. The

The appeal process is outlined in Section 30 of Part III. An Appeal and obtaining a decision on appeal is mandatory before an Applicant may seek

any other relief or remedy. Failure to Appeal within the Appeal Period shall preclude any other relief or remedy on the decision or action.

14.0 Statement of Nondiscrimination

It is the intent of this Policy to comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 – 3619), as amended, which prohibits discrimination against individuals because of race, color, religion, sex, familial status, national origin, or handicap status. Nothing in this Policy shall be construed to violate the Fair Housing Act.

15.0 Compliance with Utah Code, Title 17C

This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act" (Act). No Housing Funds may be used or expended in violation of the Act.

16.0 Notice and Contact Information

Communications pertaining to Applications, loan forgiveness, etc., may be addressed as follows:

By email:mortgageprogram@eaglemountain.gov

By mail: Mortgage Assistance Program
1650 E Stagecoach Run
Eagle Mountain, Utah
84005

Notice of Appeals may be sent as follows:

By email: recorder@eaglemountain.gov

By mail: City Recorder
1650 E Stagecoach Run
Eagle Mountain, Utah
84005

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

PART II APPLICATION REQUIREMENTS

1.0 Applications must be submitted online using the application portal on the City's website.

2.0 Applicants may apply for mortgage assistance funds simultaneously to prequalify for a first mortgage. However, applicants must obtain prequalification before a conditional letter of approval can be issued for a MAP loan.

3.0 An eligibility review and loan qualification will be performed to ensure that the Applicant meets the requirements of the program. Prioritization will be made with Part I, Section 5.0 of this manual.

4.0 Applicants must complete their application for the MAP Loan and provide all the required documentation. The Complete Application package includes, but may not be limited to:

a. Completed and signed Application;
b. Copies of Federal Tax Returns for the immediately preceding two years;
c. Proof of income: Copies of paystubs for the immediately preceding three months for all working household members who are at least 18 years old; verification of employment; statements for all other types of income must also be submitted for the last two months, including but not limited to wages, commissions, tips, bonuses, interest, social security, self- employment income, pension/retirement, unemployment, workers compensation, child support/alimony, adoption credits, etc.
d. Copies of bank statements for the previous two months (all checking, savings, and investments must be included regardless of current balance);
e. Home Ownership Class certificate or receipt indicating course has begun;
f. Loan pre-approval letter from lender (dated within the last 30 days);
g. Documentation for all debts, showing outstanding amount and terms, including but not limited to credit card statements, loan balances, etc.;
h. Proof of identity: birth certificate, driver's license, US-issued passport, or permanent resident card for all household members plus Social Security Cards. Scanned copies are okay.

5.0 Staff will make an eligibility determination that the Applicant meets the minimum qualifications for the program and will advise the Applicant and lender of their status no later than 15 business days after receiving the Complete Application. This eligibility determination includes verification of household income eligibility, including debt-to- income and housing-expensing ratios. The subject property must also be an eligible type and located within the City boundaries.

6.0 Once eligibility determination (i.e., preapproval) is verified and completed, Staff will contact the first mortgage lender and request the following documentation and any additional documentation as appropriate to determine qualification to receive the loan:

a. First Mortgage Application (HUD-1003 form);
b. Loan Estimate (LE);
c. Verification(s) of Employment (VOE);
d. Credit Reports. The middle or representative credit score must be 650 or higher, unless the Automated Underwriting System approves an applicant with a lower score;
e. If the home is under contract, the following must also be submitted:
    i. Real Estate Purchase Contract (REPC), including seller's disclosure form

7.0 When the eligibility determination and loan qualification is verified and completed, the loan will be submitted to the City Manager, or designee, for review and approval. Staff may send a letter of conditional approval to the Applicant, copying the first mortgage lender, even if the appraisal has not been received, or the Applicant does not yet have a home under contract.

8.0 The City will retain for two months following the close of an application period, those applications from Applicants who meet the qualifications for a loan but who, due to the prioritization criteria, did not receive a letter of conditional approval. This will allow the applicants up to three attempts.

9.0 The Homebuyer has 120 days from the date of conditional approval to have a contract signed for the purchase of a home. Once all required items are received, staff will notify the Homebuyer, copying the first mortgage lender, and the title company indicating the maximum loan amount for which the Homebuyer is qualified and the loan terms.

10.0 Upon notification, the first mortgage lender must inform staff which title company will be closing the loan. The City requires at least three business

days' notice of closing. Staff will send an instruction letter informing the title company that the City will transfer the MAP Loan funding directly to them. If the title company is not a registered vendor with the city, the title company will need to register with the city and must allow an additional five days to get registered.

11.0 Careful coordination is necessary to ensure timing for funding of the MAP Loan. The letter will include the following instructions and a request for documents:

a. The Homebuyer is required to invest a minimum of $1,000 in the purchase of the home before any MAP Loan proceeds can be used.
b. The Homebuyer should not receive any cash back from the purchase. (In rare cases, such as when the seller agrees to pay the homebuyer's closing costs and the lender provides 97% financing, Earnest Money Deposit (EMD) less the minimum $1,000 Homebuyer's down payment may be returned.)
c. A signed copy of the Closing Disclosure must be submitted to the City to verify that the MAP Loan funds, and the title policy charge have been correctly included. Submit wiring instructions to the City; payment is made only to the Title Company which holds the Loan in escrow until funding is finalized.
d. Staff will contact the title company to request recording information from the first mortgage which must be included in City's Notice of Lien.
e. After Staff has received the requested documentation from the title company, staff prepares Notice of Lien.
f. After execution of the final agreement, Staff requests City's Finance Department to wire funds to the title company that is closing the first mortgage.
g. Upon successful recordation of a Notice of Lien, Staff will send a copy of the recorded Lien and request the issuance of the title insurance policy to the Applicant.

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

PART III ADMINISTRATIVE POLICIES

1.0 Reservation of Rights

Eagle Mountain City reserves the right to evaluate and underwrite Applicant eligibility based on the following criteria in a manner consistent with the intent and purpose of the Mortgage Assistance Program (MAP) and Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act." No Housing Funds may be used or expended in violation of the Act.

2.0 Applicant Eligibility and Responsibilities

2.1 Age Requirement: Applicant(s) must be at least 18 years old.

2.2 Eligible Homebuyer Certification

Except under an approved economic hardship and/or a displaced homemaker, present ownership interest shall disqualify an Applicant from eligibility. The following shall constitute a present ownership interest:

a. A fee simple interest;
b. A joint tenancy, tenancy in common, tenancy in the entirety, or community property interest;
c. The interest of a tenant-shareholder in a cooperative;
d. A life estate;
e. A land contract (i.e., a contract pursuant to which a possession and the benefits and burdens of ownership are transferred even though legal title is not transferred until a later time; and
f. An interest held in trust for the Applicant (whether created by the Applicant) that would constitute a present ownership interest if held directly by the Applicant.

2.3 Positive Identification and Citizenship Requirement

Proof of identity and U.S. citizenship must be shown to all household members who will reside on the property for which a MAP Loan is requested. Applicants must be U.S. citizens or lawful permanent residents of the United States to qualify for assistance.

Exception: Tier 1 Applicants – Participating Entity Employees (employees of Eagle Mountain City, Local School District, Utah County, Unified Fire Authority, and the Central Utah Water Conservancy District) may be considered for assistance if they hold another lawful employment-based visa or temporary resident status that permits legal work and residence within the United States. Eligibility for Tier 1 Applicants under this exception shall be subject to case-by-case review and verification by Staff. Supporting documentation must confirm lawful presence and employment authorization.

For security purposes, faxed or copied documents are not accepted unless approved by Staff. All original documents provided to the City will be returned to the Applicant. Any name variation from source documentation must be accompanied by legal authorizing documents identifying the updated information (marriage, divorce, or court order):

a. Identity and Legal/Lawful Status Verification (must provide one):
   i. Valid unexpired Utah Driver's License or other State issued ID
   ii. Valid unexpired U.S. passport or passport card;
   iii. Certified U.S. Birth Certificate (household members under the age of 18); or
   iv. Valid unexpired U.S. Permanent Resident card issued by U.S. Citizenship and Immigration Services

b. Social Security Verification (must provide one):
   i. Social Security card issued by the U.S. government that has been signed and has not been laminated; or
   ii. If the Social Security card is not available, the Applicant may present one of the following documents which contain the Applicant's name and SSN:
   iii. W-2 Form;
   iv. SSA-1099 Form;
   v. Non SSA-1099 Form;
   vi. Pay stub showing Applicant's name and SSN; or
   vii. Letter from the Social Security Administration indicating inability to obtain a Social Security Number because of their legal/lawful presence status.

2.4 Credit Scores, Reports, and Title Holders

To meet underwriting criteria, credit reports will be required and evaluated to determine credit worthiness for both Head of Household and Spouse/Partner. The determination is effective for the Mortgage

Assistance Program even if Spouse/Partner is not included in the first mortgage.

Frequently, lenders use a three repository merged credit report (TRMCR) to determine a mid-credit score. These reports include scoring information from three different agencies: TransUnion, Equifax, and Experian. The City will use the lowest mid-credit score of the applicant and co-applicant (if applicable) as it evaluates credit worthiness from Applicant(s). Scores of 649 and below will result in an automatic denial of the Applicant. The mid-credit score will also be used to determine if conditional exceptions to the debt ratio apply.

Credit reports will also be required from other household members, who are at least 18 years old, whose income is required to make the loan feasible and meet underwriting criteria and/or to qualify for the MAP Loan or any superior lien interest. Designated Head of Household and Spouse/Partner must be on title for the MAP Loan.

2.5 Credit and Ratios

The City will rely on AUS (automated underwriting system) to determine affordability, credit worthiness, etc., for a mortgage and then limit eligibility for the MAP to households at no more than 120% AMI.

Applicants should have a minimum FICO score of 650.

Monthly Housing Expense Ratio (HER), or front-end ratio: The mortgage payment, escrows for property taxes and homeowners' insurance, and any HOA fees, should not exceed 47% of Applicant's gross monthly income.

Applicant's total monthly fixed debt-to-income ratio (DTI) should not exceed 50% of Applicant's gross monthly income. An Applicant whose DTI exceeds the established limit should reduce their ratios before they will be eligible to receive the MAP Loan.

Any exceptions must be documented in writing by Staff and approved by the Mayor.

2.6 Guarantors

Applicants must meet credit and underwriting criteria established by the City and must be able to qualify for Mortgage Assistance on their own credit history. The Program does not allow for co-signers that will not be the owner- occupants of the house being purchased.

2.7 Applicant Contribution

Applicants(s) shall make a cash contribution toward the down payment and closing costs of at least $1,000. Down payment, closing costs subsidies available to Applicant(s) as gifts from relatives, seller-paid closing costs, employer assistance, other government subsidies, etc., are acceptable and allowed.

2.8 Homeowner Education

Prior to closing, Applicants will be required to participate in a homeowner's education class designed to assist new homeowners. The City will only accept certificates of completion from approved homeowner education course providers. (See Appendix for a list of approved homeowner education providers). Applicants who have begun but not yet finished the course may be conditionally approved but must submit a completion certificate before closing. The purposes of this requirement are:

a. To enable the Applicant to understand the responsibilities that accompany participation in the City's Mortgage Assistance Program;
b. To enable the Applicant to understand the home buying process;
c. To enable the Applicant to understand and prepare to assume homeownership responsibilities and tasks;
d. To develop an understanding of homeownership to promote self- respect, pride, and community responsibility.

2.9 Tax and Insurance Requirements

Applicant shall agree to have property taxes and homeowner's insurance escrowed as part of the first mortgage monthly payment. Insurance must be in an amount acceptable and comparable to the value of the home and covering all existing buildings and structures present on the property, as determined by the first mortgage lender. Eagle Mountain City shall be listed as a Lien Holder on all property damage policies with usual loss payable to Mortgagee.

2.10 Household Assets

There are no minimum nor maximum limitations to an Applicant's total household liquid assets after closing. Liquid assets include:

a. Savings accounts;
b. Checking accounts;
c. Stocks, bonds, savings certificates, money market funds and other investment accounts, not including retirement accounts;
d. Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims; and
e. Cash value of trusts available to household members.

2.11 Household Income

The RDA will use the annual income definition found in Part 1 of this policy, which leads to at 24 CFR Part 5 to determine program eligibility. The Part 5 definition of annual income is the gross amount of income of all household members over the age of 18 that are anticipated to be received during the coming 12-month period. This definition also states that the income of minors or live-in aides will not be included. See below:

a. Gross Amount. For those types of income counted, gross amounts (before any deductions have been taken) are used;
b. Income of all adult household members. The Part 5 definition of annual income contains "inclusions"—types of income to be counted—and "exclusions"—types of income that are not considered (for example earned income of minors);
c. Anticipation to be received. Part 5 annual income is used to

determine eligibility and use a household's expected ability to pay, rather than past earnings; and

d. Income Verification. All income must be fully documented and verified. Stated income is not allowed.

2.12 Income Limits[5]

The Mortgage Assistance Program is available on a one-time basis, to households and individuals whose gross income does not exceed 120% of the median income level adjusted for family size as determined by HUD for Utah City, UT HUD FMR Area and updated annually. The total household income of a Homebuyer must not exceed the income limits established by the City for this program.

2.13 Marital Status

Applicants may be single, divorced, or married. Applicants with a Spouse/Partner must co-apply for the MAP even if only one of them is obtaining the first mortgage. A credit check will be performed on all Applicants to determine qualification for a MAP Loan. The middle or representative credit score must be 650 or higher unless the Automated Underwriting System approves an applicant with a lower score.

2.14 Principal (Primary) Residence

The borrower(s) shall agree to occupy the property as their primary place of residence for as long as the MAP Loan Agreement is in place. The MAP Loan amount shall be immediately due and repayable in full at any time the Borrower(s) does not use the property as their Principal (Primary) Place of Residence.

Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require the repayment of the full amount of the Mortgage Assistance Loan to

[5] Normally, programs like this are intended for low- to moderate-income households with gross household incomes no higher than 80% of Area Median Income (AMI). Due to a shortage of affordable housing and in recognition that it is difficult to find affordable housing for sale, Utah (per UCA 17C-1-102(32)) allows up to 120% AMI for income targeted housing to be occupied by the owner.

Eagle Mountain City.

It is the Borrower's responsibility to inform the City if they lease, rent, sublet, vacate, sell, transfer, and/or assign any legal or equitable interest in the property. If Borrowers vacate the property prior to two years from closing date, they will incur a $2,000 penalty beyond the outstanding MAP loan repayment amount, which must be paid at the same time the loan is paid off. No exceptions will be made for partial time living in the property that is less than two years from the closing date.

A MAP Loan for a residence that is occupied by the Homeowner through the end of the Term of the Agreement (15 years) or after full loan forgiveness shall require no repayment of the loan upon resale or rental thereafter.

3.0 Eligible Property

3.1 Properties shall meet all applicable requirements of the MAP, including:

a. Inspections. A Certificate of Occupancy will be verified by Staff and a home inspection report performed by a professional home inspector shall be submitted by the Applicant before final approval of the MAP Loan. If substantial repairs are deemed necessary by Staff, the completion and cost shall be negotiated between buyer and seller. Repairs must be completed prior to closing and occupancy of any property subsidized with an MAP Loan. A MAP Loan may be denied if construction on the property has taken place for which no Certificate of Occupancy exists or if repairs cannot be made by the time of the closing and occupancy of the property.

b. Location. Properties must be located within Eagle Mountain City limits.

c. Unit Characteristics. Properties shall be situated on a permanent foundation with a permanent utility hook-up.

3.2 Eligible properties include:

a. Single-family detached property;
b. Single-family detached property with a City-approved legal accessory dwelling unit (if part of the unit is owner occupied); and
c. Single-family attached properties (i.e., one half of a twin home or a town home or condominium).

3.3 Ineligible properties:

a. Duplexes or larger multi-unit buildings under single ownership; and
b. Mobile homes

3.4 Occupancy Status (prior to purchase). Single-family units are eligible provided the property is vacant, occupied by the existing owner and/or occupied (rented) by the Applicant/Borrower.

4.0 Appraisals.

4.1 Utah State licensed appraisers must perform all appraisals, and all appraisals must be dated within six (6) months of closing date. The MAP Loan plus the first mortgage amount cannot exceed the lesser of the appraised value or purchase price. All appraisals used to determine Fair Market Value must meet the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA) definition of an appraisal (see 49 CFR 24.2(a)(3)) and the five following requirements (see 49 CFR 24.103(a)(2)):

a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least 5-year history of sales of the property.
b. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors, such as parties to the transaction, source and method of financing, and

verification by a party involved in the transaction.

d. A statement of value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damage and benefits, if any, to the remaining real property, where appropriate.

e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

4.2 Occupancy. After closing, the property must be the principal residence of all Applicants and household members which were included in the Complete Application.

4.3 Agreement Period. Housing purchased with an MAP Loan must remain the principal place of residence of the Borrower for the term of the MAP loan (15 years) or until the loan is repaid or forgiven.

4.4 Seller Responsibilities. Individuals selling a property in a transaction which is to assist with an MAP Loan shall agree to comply with all local requirements as applicable and corresponding to the funding source including:

i. Inspection/Repairs & Corrections. The seller must make any corrections needed for the property to obtain a Certificate of Occupancy for any construction on the property not covered by such. A MAP Loan should not be closed until Staff have reviewed and approved an inspection of the property performed by a professional home inspector.

4.5 Lender Responsibilities.

a. Scheduling the Closing Date. Lender must notify the City at least three (3) business days in advance of the closing date where the Loan Agreement, Promissory Note, and Trust Deed can be signed. Failure to notify the City could result in a delay in funding. The City shall make a single payment to the title company engaged in closing the First Mortgage to the property. If the requested loan amount is more than the actual amount needed at closing, the title company will be requested to return the difference to the City at closing. If it is determined by the City after closing that the Borrower has not contributed a

minimum of
$1,000 to the closing costs or down payment, the City will request the Borrower to return the Loan to the City an amount that would satisfy the $1,000 requirement.

b. Misrepresentation. If Lender becomes aware of misstatements, whether negligently or intentionally made, it shall be their responsibility to immediately notify the Staff. The City will take appropriate action which may include denial or cancellation of the MAP Loan.

4.6 RDA & City Responsibilities.

Compliance with Utah Code, Title 17C. This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act". No Housing Funds may be used or expended in violation of the Act.

a. Conflict of Interest. No person who exercises or has exercised any functions or responsibilities with respect to activities of the Mortgage Assistance Program or who are in a position to participate in a decision- making process of the program, may obtain a financial interest or benefit from an MAP assisted activity, or have an interest in any contract, subcontract or agreement with the City, or the proceeds from the program, either for themselves or an immediate family member (a spouse, parent, child), during their tenure or for one year thereafter. The conflict of interest provisions applies to any person or family member, defined above, who is an employee, agent, consultant, officer, elected official, appointed official or any person who exercises policy or decision-making responsibilities in the Mortgage Assistance Program on behalf of the RDA or City. Exceptions to this policy can be made only after local public disclosure and formal approval by the Mayor. Staff shall provide the Mayor with the following information:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

ii. The opinion of the City's attorney is that the interest for which the exception is sought would not violate the State or local law.

5.0 Non-Discrimination

Administration of the Mortgage Assistance Program shall be consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination based on religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, ancestry, or source of income.

6.0 Application Review

Staff shall review the Applicant's complete Application package to determine both Borrower and property eligibility as outlined in this policy manual. Staff may rely on the income and assets required by policy as calculated by a licensed loan officer (for preapproval purposes) and then confirmed by the mortgage underwriter (for final approval purposes).

7.0 Zoning Compliance Verification

A zoning compliance verification may be obtained for all properties by submitting a Zoning Verification Request Form from Eagle Mountain City.

8.0 Eligible Costs

Proceeds from the MAP Loan must be used for down payment and closing costs. The City reserves the right to determine the eligibility of all closing costs and to request lender documentation of normal and reasonable costs. The following is a list of items for which assistance can be provided if all MAP eligibility and qualification requirements are met:

a. Down Payment. Loans shall primarily be used to reduce the principal borrowed by the Homebuyer from Lender.

b. Eligible Closing Costs
   i. Title Company Settlement or Closing Fees;
   ii. Recording Fees;
   iii. Surveying Fees;

iv. Loan Origination Fees;
v. Credit Reports;
vi. Appraisal Fees;
vii. Property Inspections;
viii. Underwriting Fees;
ix. Document Preparation Fees;
x. Lender's Title Insurance;
xi. Daily Interest Charges;
xii. Aggregate Adjustment Amounts;
xiii. Mortgage Insurance Premiums;
xiv. Homeowner's Insurance Premiums and Fees;
xv. Property Taxes;
xvi. Interest (points) buy downs;
xvii. Prepaid items; and

c. Personal Property
MAP Loan proceeds cannot be used to finance the acquisition of furnishings, appliances, or other personal property.

d. Consumer Debt/Judgments
MAP Loan proceeds cannot be used to pay off any portion of a Borrower's consumer debt, liens, or judgments. Delinquent property taxes are also ineligible costs.

e. Corrections and Repairs
MAP Loan proceeds cannot be used to pay for any required corrections or repairs to the property.

9.0 Underwriting

The City reserves the right to evaluate an Applicant/Borrower(s) eligibility based on the criteria listed in this program policy manual in a manner consistent with the intent and purpose of the Mortgage Assistance Program.

The City may rely in part on the Automated Underwriting System (AUS) documentation (i.e., the underwriting approval letter) from the Lender to verify loan eligibility.

10.0 Conditional Approval of Mortgage Assistance Program Loan

Once all required documentation has been received from the applicant and

lender and staff has determined that the Applicant(s) meets all the requirements, the loan is submitted to the City Manager, or designee, for review and approval. If an exception to the above approval conditions needs to be made, the request must be submitted in writing and will be reviewed through the City's formal Mortgage Assistance Program exception review process. Exception requests must clearly describe the circumstances, the specific policy provision for which the exception is requested, and include any supporting documentation necessary for review.
Exception requests must be submitted as follows:

By email: mortgageprogram@eaglemountain.gov

By mail: Mortgage Assistance Program
1650 E Stagecoach Run
Eagle Mountain, Utah 84005

Exception requests will be reviewed by a designated committee established for administration of the Mortgage Assistance Program. The committee will evaluate requests based on the intent of the program, fairness to other applicants, and compliance with applicable program requirements.

Exceptions may not be granted in a manner that circumvents statutory requirements, income eligibility limits, or other fundamental program eligibility criteria established by this Policy or applicable law.

The City will issue a letter of conditional approval to the Applicant, copying the lender, stating conditional approval and the terms and conditions necessary to complete the loan.

11.0 Preapprovals

Applicants may obtain preapproval from a first mortgage lender of their choice, or they may seek preapproval simultaneously to an application for a MAP loan. The City's "preapproval" is subject to evaluation and qualification as outlined in this MAP loan policy and is indicated by the issuance of a letter of conditional approval.

12.0 Determining Whose Income to Count

The income of all family members over 18 who will occupy the home

purchased must be included in the determination of "annual income." In practice, this means that Staff determining income must first determine the number of people comprising the family and then calculate the income of all people in the family, which persons are at least 18 years old. Earnings of more than $480 per month for each full-time student who is at least 18 years old (excluding the head of household and Spouse/Partner) are not included in the household's annual income.

13.0 Determining Household Size

Households may include persons who are not counted as family members for the purposes of the Program Income Limits and whose income, if any, is not considered when calculating Anticipated Gross Annual Income. Therefore, the following household members DO NOT COUNT when determining household size for the purpose of comparing "annual income" to Program Income Limits:

a. Foster Children;
b. Live-in Aides;
c. Children of Live-in Aides;
d. Unborn Children;
e. Children being pursued for legal custody or adoption who are not currently living with the household; or
f. A child who is subject to a shared-custody agreement in which the child resides with the household at least 51 percent of the time can be counted.

14.0 Loans

14.1 **CREDIT:** Credit score should be above 650 (using middle score) with no unsatisfied judgments; Applicants should have clean credit within the last 12 months including past due payments[6]; no bankruptcies or repossessions.

14.2 **CAPACITY:** Six months of employment. Same line of employment or related education if new job is less than six months. No probationary period.

[6] Late payments should certainly be considered for potential disqualification but should be overridden if the Automated Underwriting System overrides them in its review.

a. **47%** or less of gross income is for monthly housing costs – Housing Expense Ratio (HER).
b. **50%** or less of gross income is for total monthly debt costs – Debt to Income Ratio (DTI). Exceptions to this threshold may be permitted when the Applicant receives an approval through the lender's Automated Underwriting System (AUD) demonstrating the loan is acceptable under secondary market underwriting standards.

14.3 **MAXIMUM LOAN:** Tier 1 applicants may receive mortgage assistance in an amount equal to the lower of $25,000 or 7.5% of the purchase price of the residence. Tier 2 and Tier 3 applicants may receive mortgage assistance in an amount equal to 3.5% of the purchase price of the residence.

14.4 **LIEN POSITION:** A MAP Loan shall be recorded in second lien position, subordinate only to the primary mortgage. However, if the first mortgage is combined with a Utah Housing Corporation (UHC) loan, the MAP Loan shall be recorded in third lien position, subordinate to both the primary and UHC loans.

14.5 Housing monthly payments used to calculate the Housing Expense Ratio (HER)
include:

a. Principal and interest;
b. Escrow deposits for real estate taxes;
c. Hazard insurance;
d. Mortgage insurance premium;
e. Homeowner's association duties; and
f. Special assessments.

14.6 Expenditures used to calculate the Debt to Income Ratio (DTI) include:

a. All housing payments above;
b. Long-term installment debt (beyond 10 months remaining to be paid) including student loans, unless Applicant(s) can provide documentation of at least one-year deferment;
c. Revolving accounts and lines of credit;
d. Alimony, child support or maintenance payments, as applicable;

e. Stock pledges, if applicable.

14.7 A loan may be automatically denied if any of the following conditions exist:

a. Mid credit score equal to or less than 649;
b. Unsatisfied local, state, or federal tax liens;
c. Bankruptcy or repossessions within the past year;
d. Clouded credit history over the past 12 to 24 months (i.e., unsatisfied judgments or collections, derogatory comments, or a history of past due payments);
e. Current employment history is less than six months;
f. Unsatisfactory response from employer concerning probability of job retention;
g. Probationary status of current employment.

14.8 All available resources of an Applicant must be disclosed (i.e., verification of deposit).

15.0 Outstanding Debt

All outstanding debt for Applicants must be counted toward the ratios unless there is less than 10 months left on the terms of the loan. Student loan payments do not count if the Applicant can provide proof that they are deferred for one year.

16.0 Self-Employed Income

Net Income from the operation of a business or profession is considered annual income. To determine this type of income, the previous two years of itemized expenditures must be provided as well as the current balance sheet and profit & loss statements. Self-employed income will only be accepted when it can be verified for at least one year prior to Application. To determine capability, if the Applicant has been in business for less than one year, employment history for the prior two years must be presented. The City may rely on the assistance of a licensed loan officer to determine self-employed income.

17.0 Permanently Absent Family Members

Documentation will be required to ensure that the family member is no longer residing at the household address. This documentation may consist of a legal separation agreement, prior year's tax return showing separate filing, or any other documentation which adequately verifies a separate residence for the absent family member.

18.0 Ineligibility

Applicants will be considered ineligible for one or more of the following:

a. Providing false or incomplete information or previously providing false information under oath;
b. Failing to complete the required forms or to supply requested information;
c. Having previously received Mortgage Assistance from the program, except in extreme cases where applicant is granted an exception by the City;
d. Unsatisfied judgements.

19.0 Application Period, Prioritization, and Use of Funds

Based on available funds, the City will allocate a certain number of loans per month or quarter. Any unspent, returned, or recovered funds may be made available in future application periods. The City will indicate on its website the number of loans available by period and the schedule for applications.

Applications will be received, considered, and approved during regularly scheduled and advertised application periods.

Prioritization will be as stated in Part 1, Section 5.2.

20.0 Reservation of Funds

A MAP Loan will be reserved for each Applicant when the loan application is complete. A Loan will be offered for 120 days and may be extended for 60 days with a total maximum of 180 days.

21.0 Projected Obligations

Debt payments such as a student loan or balloon note scheduled to begin or come due within 12 months of the mortgage loan closing must be

included by the lender as anticipated monthly obligations during the underwriting analysis.

Debt payments do not have to be classified as projected obligations if the Borrower provides written evidence that the debt will be deferred to a period outside the 12-month period.

Obligations not considered debt, and therefore not subtracted from gross income, include:

a. Federal, state, and local taxes;
b. Federal Insurance Contributions Act (FICA) or other retirement contributions, such as 401(k) accounts (including repayment of debt secured by these funds);
c. Commuting costs;
d. Union dues;
e. Open accounts with zero balances;
f. Automatic deductions to savings accounts;
g. Childcare; and
h. Voluntary deductions.

22.0 Grounds for Denial of Financial Assistance

22.1 Rationale

A cornerstone of a healthy community is sustainable home ownership. The Mortgage Assistance Program exists to provide opportunities for home ownership and strengthen and maintain existing homeowners. Good relations and connections within neighborhoods are essential to building unity and encouraging homeowners to make the choice to invest their time, money, and energy into their neighborhood and community. Providing financial assistance to those required to register as sex offenders and/or those with serious and/or violent criminal records or drug-related criminal activity would undermine the City's goal of attracting new homeowners and encouraging existing homeowners to stay in their neighborhoods.

22.2 Denial

The City will deny mortgage assistance to Applicants who:

a. Do not meet the established eligibility/underwriting criteria; or
b. Have engaged in or threatened abusive or violent behavior towards, or have offered or inferred a bribe, gift, or benefit toward any staff, elected or appointed official, or agent of the City; or

23.0 Accessory Apartments

Housing stock with a City-approved accessory dwelling unit is an eligible type of housing allowed if the main residence remains owner occupied. Anticipated rent must be included in the calculation of projected income to determine income eligibility. The homeowner must not rent the main residence, whether the homeowner or someone else is occupying the accessory dwelling unit.

24.0 Employment History

All Applicants must have a minimum of six months' employment with their current employer and the employer must certify they are not in a probationary period. If any of the Applicants have less than six months' employment with current employer, they must verify employment in the same line of work (position, duties, and responsibilities) for at least six months prior. Education, technical or professional, may be considered when Applicants are employed for less than six months only if it relates to the current position. Staff may take economic hardships such as changes in marital status or similar situations into consideration if this requirement is not met.

An applicant who has changed jobs to advance within the same line of work, which maintains income continuity, and is successful in that work (i.e., is retained beyond a probationary period for that position), will also receive favorable consideration.

The Applicant's probability for continued employment should be evidenced in the file. In the case of negative comments received from the employer, Staff must perform a detailed investigation. A summary of their findings should be provided in the file, and the underwriting decision should be supported by comments in the file.

25.0 Assessing Income Information

All facts underlying the income information collected shall be assessed using the following considerations:

Pay Periods. Determine the basis on which employees are paid:

a. Hourly, weekly, or monthly
b. With or without overtime
c. Bonus, shift differentials and other forms of payment

An employee who gets paid "twice a month" may be paid either twice a month (24 times a year) or every two weeks (26 times a year). The calculation will bear a significant difference. Be sure to get clarification!

An annual salary is counted as annual income regardless of the payment schedule. For example, if a teacher's annual salary is $30,000, this is the amount used to calculate annual (gross) income regardless of whether the teacher is paid over a 9 or 12-month period.

Variation in pay: For Applicants, whose jobs provide steady employment (e.g., 40 hours a week, 52 weeks a year), it can be assumed that there will only be slight variations in the amount of earnings reflected in monthly or bi-weekly pay stubs. In such cases, three consecutive months of income documentation is an appropriate amount upon which to base a projection of income over the following 12-month period.

For those whose annual employment is less stable or does not conform to a twelve- month schedule (e.g., seasonal laborers, construction workers, teachers), the City will examine income documentation that covers the entire previous twelve-month period. Such workers can experience substantial variations in earned income over the course of a year. As such, an examination of three months of income documentation may not provide an accurate basis upon which to project the Applicant's income for the following 12 months.

Sources of earned income: In addition to hourly earnings, Staff will account for all earned income. In addition to the base salary, this will include annual cost of living adjustments (COLAs), bonuses, shift differentials and overtime pay. In the case of

overtime, it is important to clarify whether overtime is sporadic or a predictable component of an employee's income. If it is determined that an

Applicant has earned and will continue to earn overtime pay on a regular basis, the City will calculate the average amount of overtime pay earned by the Applicant over the pay period the City is using to calculate income eligibility (3 months or 12 months). This average amount is then to be added to the total amount of projected income earned over the following 12-month period.

26.0 Initial Certifications

Applicants' status as a moderate-income household must be certified at the time of Application. [Under State current law, the Mortgage Assistance Program will allow up to 120% AMI.]

A preliminary determination of eligibility is made to verify that the Applicant(s) meets the requirements of the Program, which meets the minimum requirements to qualify for a mortgage while being under the maximum household incomes by household size.

The City will not re-examine a household's income during the Application process, unless more than six months have elapsed since the household's income was certified by Staff.

27.0 **Assets, Inclusions, and Exclusions**

27.1 Determining Assets Income

The City counts the actual income generated by the asset, such as interest on a savings or checking account, for the purpose of determining "annual income." The income is counted even if the household elects not to receive it. For example, though an Applicant may elect to reinvest interest or dividends from an asset, the interest or dividends are still counted as income. In the same manner as with other forms of income, the income from assets that is included in determining "annual income" is the income that is anticipated to be received from the asset during the coming 12 months.

Checking and savings account balances are considered assets. This rule is not intended to count monthly income as an asset, but rather, it recognizes that households sometimes keep assets in their checking accounts. To avoid counting monthly income as an asset, the City will use the average monthly balance over a three-

month period as the cash value of the checking account.

When Assets Produce Little or No Income: An "imputed" income will be calculated on assets with little or no income based on the "Passbook Rate[7]" applied to the cash value of assets. This rule only applies if the total cash value of all assets is more than $5,000.

27.2 Computing the Value of Assets

Assets have both a market value and a cash value. Only the cash value (rather than the market value) of an item is counted as an asset. The market value of an asset is simply its dollar value on the open market.

27.3 Inclusions

a. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts the current balance will be used. For checking accounts, the average three-month balance will be used.
b. Cash value of revocable trusts available to the Applicant, or any adult household member.
c. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
d. Cash value of life insurance policies available to household members before death (e.g., surrender value of a whole life or universal insurance policy).
e. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
f. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
g. Income from retirement and pension payouts.

27.4 Exclusions

[7] The Passbook Rate is established by HUD and is updated annually. For 2025 the rate is 0.45%.

a. Necessary personal property, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
b. Interest in Indian trust lands.
c. Assets not effectively owned by the Applicant (or an adult household member). That is, when assets are held in an individual's name, but the assets or any income they generate is accrued to the benefit of someone else who is not a member of the household, and that other person is responsible for income taxes incurred on income generated by the asset.
d. Equity in cooperatives in which the family lives.
e. Assets which are not accessible and that provide no income for the Applicant.
f. Term life insurance policies (i.e., where there is no cash value).
g. Assets that are part of an active business.
h. Balances of retirement and pension funds.

28.0 Subordination Requirements

The outstanding MAP Loan will not be due upon prepayment or refinance of the first loan, provided that such refinancing of the property, the principal balance of the new first mortgage and the MAP Loan proceeds do not exceed the appraised value of the property, and the refinancing is not a cash out refinance.

Subordination of City's Mortgage Assistance Loan to a new first mortgage is allowed when the loan is a streamline loan with no cash out. The borrower's account must be current, which in the case of deferred loans means continuing to be owner occupants of the property for which the assistance was provided. The new loan must have a fixed rate and must have a 30-, 20- or 15- year term. The Homebuyer must continue occupying the property as their principal (primary) place of residence. A comparison of the old and new loans must be provided including loan amounts, interest rates, monthly payments, and terms for both loans. The interest rate and monthly payment must be lower than the previous loan. CD's and LE must also be provided for the proposed new loan. A copy of the pay-off from the mortgage to be paid must be included.

The City will subordinate for free, but no more than once in a three-year period. If additional subordinations are requested or required, a $250.00

fee must be paid. The City will provide Templates for the Subordination Agreement and Request for Notice.

29.0 Default

29.1 Conditions of Default

a. Transfer of title, sale, or lease of the property;
b. Ceasing to occupy the property as the principal place of residence, for any reason without authorization from the City;
c. Default on the payment of property taxes;
d. Failing to maintain current, valid, and sufficient homeowner's insurance against the property;
e. Failing to adhere to any other deed restrictions agreed upon by signing all the closing documents.

29.2 Determination of Default on an Agreement

MAP Loans are normally retired either by conversion to a grant when Borrower fully satisfies the terms of the Agreement or repaid in the normal course of business as the Borrowers contract to sell their property to a new owner. On occasion, borrowers will move out of the property for other reasons without remembering that vacating the property puts them in default and that it triggers immediate repayment of the MAP Loan received to acquire the property.

Once the City has learned of a default, staff will contact borrowers to verify that borrowers have indeed vacated the property and to ascertain facts as to the circumstance that caused them to move out.

29.3 Repayment of MAP Loan in Default

The Borrower agrees that any funds advanced as a MAP loan toward the purchase of the Borrower's residence, which is the Borrower's principal residence, shall be repaid to City upon the death of the Borrower, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Borrowers, then the loan shall be repaid upon the death of the last surviving Borrower, or upon the divorce of the Borrowers, unless one of the Borrowers is entitled pursuant to a decree of divorce to continue

residing in the subsidized unit, in which event, the sum shall be repaid upon the death of said Borrower, or on the rental, sale, transfer, or any other change of ownership, as follows:

a. The MAP loan shall be immediately repaid to City if at any time the housing unit is used other than as the Borrower's principal residence.
b. The MAP loan amount shall also become due and payable to City on the date the housing unit ceases to be the Borrower's principal residence, for any reason, but not limited to, the Borrower selling, renting, leasing, abandoning, donating or giving the housing unit to another, subject to the qualification upon repayment or recapture provided below.
c. The MAP loan amount shall also become due and payable to City on the date that a lienholder in lower position initiates proceedings to foreclose on the lien. Upon verification by City that the Borrower is in breach of the MAP loan agreement as indicated above, City shall notify the Borrower in writing of said breach and demand immediate repayment of the full amount of the loan. The Borrower shall then have a period of 10 days from the date the Notice of Breach is mailed to inform the City of how the loan will be repaid.
d. Any outstanding loan balance not paid when due shall bear interest thereafter at the rate of up to eight percent (8%) per annum until paid. In the event of foreclosure, the repayment amount will be based on the net proceeds available from the sale of the property.

29.4 Once it has been established that a MAP Loan is in default, the Borrower must commit to repaying the MAP Loan either in full or prorated, depending on the situation under the contract.

At the City's sole option and dependent on its assessment of the circumstances and the probability of repayment, the City may offer a payment plan to assist Borrowers in fulfilling their responsibility to repay the Loan. The terms for repayment established here are to cause the quickest repayment possible.

Lump sum payments are the ideal repayment method and will be accepted without charging the default interest percentage if paid within 60 days or sooner. Options may be presented when beneficiaries find themselves in situations where full payment is not

immediately possible:

a. 0% interest if repaid within 12 months or less
b. 2.0% interest if repaid in 13 to 24 months
c. 4.0% interest if repaid in 25 to 36 months
d. 6.0% interest if repaid in 37 to 48 months
e. 8.0% interest if repaid in 49 to 60 months

Options offered will vary depending on the outstanding loan amount.

a. For amounts of $5,000 or less only options a) through c) may be offered
b. For amounts between $5,000 and $25,000 only options a) through e) may be offered.

30.0 Repeat Applicant

Only in extreme cases: Applicants who have previously received assistance from the City's Mortgage Assistance Program may be eligible to receive further assistance.

Consideration will only be given to Applicants where the original established Agreement Period has expired for the property to which they received assistance. The history of their previous account with the City must be satisfactory; bankruptcy, foreclosure, short sale, and/or any other form of delinquency shall immediately disqualify Applicants from consideration to receive further assistance.

If Applicants are afforded consideration to a second opportunity, in addition to meeting eligibility requirements for the program to which they are applying, they must submit a letter to the City providing specific information as to why they are seeking additional assistance from the program and why they think another opportunity should be afforded to them. Documentation must be included verifying the reasons included in the letter.

31.0 Appeal Process

31.1 The City will notify in writing any Applicants who have applied a MAP Loan and who, for any reason, have been determined to be ineligible. The notification shall state the reason for ineligibility. All

information relative to the rejection of the Application shall be documented and placed in the Applicant's file.

31.2 An Applicant who has been determined ineligible for Mortgage Assistance or disagrees with any written decision may request a review within thirty (30) days of the date on the written notification. The appeal must be in writing and received by the City on or before the expiration of the Appeal Period. If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before Applicant may seek any other relief or remedy. The Appeal shall state the basis for the Appeal and why the decision or action being appealed should be reversed or modified. The right to Appeal will be identified and described in all written decisions or actions of the City sent to the Applicant.

31.3 Notice of Right to Appeal. All written decisions or actions of the City shall contain a notice provision like the following:

As the Applicant for a Mortgage Assistance Loan, you have the right to Appeal any decision or action on your Application for a Mortgage Assistance Loan. You may Appeal the decision or action communicated herein to the Mayor by filing a written notice of Appeal and statement of the grounds for the Appeal with the Eagle Mountain City Recorder within thirty (30) days from the date of decision or action set forth above (Appeal Period). If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action communicated herein becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before seeking any other relief or remedy. Failure to Appeal within the thirty (30) day Appeal Period may preclude any other relief or remedy. To pursue your Appeal additional information regarding your Appeal may be required. For further information regarding your right to Appeal please contact the City or legal counsel of your choosing.

31.4 Appeal Process.

A designated Mortgage Assistance Program review committee shall conduct a hearing on the Appeal within thirty (30) days of receipt of the Notice of Appeal by the City Recorder. Committee members participating in the Appeal review shall not have participated in the original decision being appealed. Written notice of the date, time and location of the hearing will be provided at least ten (10) days prior to the hearing. Thecommittee, will hear all evidence regarding the Appeal presented by or on behalf of the Applicant, and presented by or on behalf of Staff, both oral or written provided at or prior to the hearing. The Applicant and the City may call witnesses. Thecommittee, shall determine whether the decision or action being appealed was in error or if unusual circumstances existed that would justify approval of the Application.
A written decision on the Appeal and the reasons therefore shall be issued within fourteen (14) days from the date of the hearing on the Appeal. The written decision on the Appeal shall be mailed, emailed, or hand delivered to the Applicant.

31.5 Failure to Render Decision.

If a written decision by thecommittee, is not issued within thirty (30) days of the hearing the Appeal is deemed denied and the decision or action being Appeal is upheld.

32.0 Other Requirements

a. No co-signers who will not be owner-occupants are allowed.
b. Purchase price may not exceed appraisal valuation.
c. Self-employed Applicants must show one year of signed and dated individual tax returns, plus all applicable schedules and signed and dated copies of federal business income tax returns with all applicable schedules and a 12- month Profit & Loss Statement.

33.0 Incomplete Applications

Failure to provide sufficient documentation, for any reason, needed by staff to determine eligibility and loan qualification will render an application incomplete. Applicants who cannot prequalify in time for the City to issue letters of conditional approval will be considered in the next application period and prioritized according to policy.

34.0 Non-Traditional Credit

Non-traditional credit will be reviewed if an Applicant does not have a credit score from any of the three bureaus. Lack of non-traditional credit will not be grounds for denial as no credit history is deemed better than a derogatory credit history.

35.0 Staffing and Administrative Matters

The Mortgage Assistance Program is funded by an appropriation from the RDA, which funding is attributable to Community Reinvestment Project Area funds intended to support affordable housing initiatives. The program is administered by the City.

As authorized by the City, a modest fee of no more than 10% of the amount loaned may be assessed to the Housing Funds to cover the costs for Staff to administer the Mortgage Assistance Program.

36.0 Annual Reporting

Staff shall provide, in writing, an annual report to the RDA Board, the Mayor and City Council, City Manager, and Planning Director, which report includes:

a. The number of people that received a benefit from the program;
b. The number of public employees, by agency, who participated in the program;
c. The total amounts expended, recovered, and outstanding by age; and
d. Such other information that provides an assessment of the reach and success of the program.

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APPENDIX

2025 HUD AREA MEDIAN INCOME CHART

HUD publishes income limits to determine eligibility for different HUD programs. The income limits are based on the median family income for an area. The City of Eagle Mountain is in the Provo-Orem UT MSA Area. The median income for the Utah County area, as published by HUD, for FY 2025 is $118,700. The table below shows the income limit categories based on the number of people in the family.

FY 2025 Income Limits Table (Provo-Orem UT MSA)

Household Size / Income (AMI)	1	2	3	4	5	6	7	8
Low (80%) Income ($)	65,000	76,000	85,000	94,950	102,550	110,150	117,750	125,350

(Source: https://www.huduser.gov/portal/datasets/il.html)

Effective July 1, 2025, through June 30, 2026:[8]

% of Area Median Income			
Household Size	80%	100%	120%
1	$66,500	$83,125	$99,750
2	$76,000	$95,000	$114,000
3	$85,500	$106,875	$128,250
4	$94,950	$118,688	$142,425
5	$102,550	$128,188	$153,825
6	$110,150	$137,688	$165,225
7	$117,750	$147,188	$176,625
8	$125,350	$156,688	$188,025

HOMEBUYER EDUCATION COURSES

Applicants can take any HUD-approved homebuyer education course or any of the following courses (a fee may apply):

https://www.fanniemae.com/education
https://creditsmart.freddiemac.com/#path-homebuyer-u

[8] These figures are updated annually based on information provided by the US Department of Housing and Urban Development for the Provo-Orem UT MSA Area. See the Appendix for more information.

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Mortgage Assistance Program (MAP)

Exception, Hardship, and Eligibility Review Request

Purpose

This form shall be used by any Applicant or Borrower requesting an exception, hardship determination, or eligibility review under the Eagle Mountain Mortgage Assistance Program (MAP).

The Mortgage Assistance Program is governed by adopted policies intended to ensure consistent, equitable, and legally compliant administration of public funds. Exceptions to program requirements are rare and discretionary and may only be granted when unusual or extraordinary circumstances exist and when doing so is consistent with the purpose of the program.

Submission of this request does not guarantee approval.

APPLICANT INFORMATION

Applicant Name: _____

Co-Applicant Name (if applicable): _____

Property Address (if applicable): _____

Phone Number: _____

Email Address: _____

MAP Loan Amount (if applicable): _____

MAP Closing Date (if applicable): _____

Application ID (if applicable): _____

TYPE OF REQUEST

Please select the type of request being submitted:

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☐ Economic Hardship Request
☐ Policy Exception Request
☐ Eligibility Determination Review
☐ Income Qualification Review
☐ Repayment Exception Request
☐ Other: _____

DESCRIPTION OF REQUEST

Please provide a complete description of the circumstances forming the basis for this request.

Include:

- A description of the hardship or issue
- When the circumstances occurred
- Why the situation was unexpected or outside the Applicant's control
- The specific program requirement for which an exception or review is requested

Description:

REQUIRED SUPPORTING DOCUMENTATION

Applicants must submit documentation verifying the circumstances described in this request.

Examples of acceptable documentation may include:

- Employer verification or termination notice

- Medical documentation
- Disability determination
- Divorce decree or legal separation documentation
- Death certificate
- Military relocation orders
- Financial records demonstrating loss of income
- Court orders requiring sale or relocation
- Other documentation relevant to the request

Failure to provide sufficient documentation may result in denial of the request.

ECONOMIC HARDSHIP CONSIDERATIONS

Economic hardship requests may be considered when circumstances beyond the Applicant's control materially affect their ability to comply with program requirements.

Examples of circumstances that may be considered include:

• Serious illness or chronic medical condition affecting the Applicant or an immediate household member
• Permanent disability of the Applicant or Borrower
• Involuntary loss of employment resulting in significant reduction in household income
• Death of a borrower or household member whose income was required for mortgage qualification
• Other comparable circumstances verified through documentation

All hardship requests will be evaluated on a case-by-case basis and must demonstrate that the circumstances were unexpected, unavoidable, and verifiable.

CIRCUMSTANCES THAT GENERALLY DO NOT QUALIFY FOR EXCEPTIONS

The following circumstances generally do not constitute sufficient grounds for an exception or hardship determination:

• Inability to sell the property due to changes in market conditions
• A decline in property value or perceived lack of equity
• A desire to relocate for personal preference or convenience
• Purchasing another residence and wishing to convert the MAP property to a rental or investment property
• Financial decisions unrelated to hardship, including voluntary employment changes

• Failure to plan for foreseeable financial obligations
• Requests intended to circumvent program eligibility requirements or program intent

IDENTITY AND ELIGIBILITY REQUIREMENTS

Applicants must comply with program verification requirements including proof of identity and legal presence documentation.

Examples of acceptable identification may include:

- Valid unexpired state-issued identification
- Valid U.S. passport or passport card
- U.S. Birth certificate
- Permanent Resident Card

Requests for exceptions to identity verification or documentation requirements cannot be approved, as these requirements are necessary to ensure compliance with program eligibility verification standards.

REQUEST FOR INCOME QUALIFICATION REVIEW

Applicants who believe their household income has been incorrectly calculated or interpreted may request a review of the income determination.

Upon written request, program staff will:

• Reevaluate the household income calculation
• Review documentation submitted by the Applicant
• Consider additional documentation clarifying income sources, exclusions, or calculation errors

Applicants requesting an income qualification review must provide supporting documentation demonstrating why the determination should be reconsidered.

This review process allows staff to verify that the Applicant's household income has been calculated accurately in accordance with program policy and applicable HUD income determination standards.

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CERTIFICATION

By signing below, the Applicant certifies that:

• The information provided in this request is true, complete, and accurate
• All documentation submitted is authentic and verifiable
• The Applicant understands that submitting false or misleading information may result in denial of assistance or repayment obligations

Applicant Signature: _____

Date: _____

Co-Applicant Signature: _____

Date: _____

Eagle Mountain City reserves the sole discretion to approve or deny any exception or hardship request based on the circumstances presented and the intent of the Mortgage Assistance Program. Nothing in this process shall be construed as creating an entitlement to assistance or a right to approval of an exception.

CITY REVIEW (FOR STAFF USE ONLY)

Date Received: _____

Reviewed By: _____

Staff Determination:

☐ Approved
☐ Approved with Conditions
☐ Denied

Comments:

_____
_____
_____
_____
_____
_____

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☐ Applicant Notified

Signature: _____

Date: _____

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 25, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Development Agreement with Cadence Homes, LLC for an Amenity Exchange for Hidden Hollow.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	None
APPLICANT:	Cadence Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Foothill Residential/Parks and Open Space	3.1

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, Approving a Development Agreement with Cadence Homes, LLC for an Amenity Exchange for Hidden Hollow.

BACKGROUND:
This matter came before the City Council on February 3, 2026 as a Site Plan Amendment. The applicant was seeking approval to substitute a fitness center and outdoor wellness area in lieu of the normally required swimming pool for his development. Eagle Mountain Municipal Code 17.25.050 (L) permits the City Council to approve substitute amenities upon a finding that the substitute amenities are comparable or equivalent in cost and in benefit to the residents. The City Council found that the applicant's proposal met that standard and approved the substitute amenities on the condition that the applicant enter into a development agreement memorializing the specifics of their proposal. The applicant has worked with City staff to submit this development agreement for the City Council's consideration.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Development Agreement with Exhibits

RESOLUTION NO. R-____-2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A DEVELOPMENT AGREEMENT WITH CADENCE HOMES, LLC FOR AN AMENITY EXCHANGE FOR HIDDEN HOLLOW

PREAMBLE

WHEREAS, The City Council of Eagle Mountain City, Utah, finds it to be in the public interest to approve a Development Agreement with Cadence Homes, LLC for an amenity exchange for Hidden Hollow, as set forth in Exhibit A; and

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

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

1. The Development Agreement with Cadence Homes, LLC for an amenity exchange for Hidden Hollow, 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 25th 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 25th 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

When recorded, return to:

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain, Utah 84005
Attention: Lacie Messerly

DEVELOPMENT AGREEMENT
(Hidden Hollow Amenity Exchange)

This Development Agreement (the "***Agreement***") is entered into the ____ day of _____, 2026 (the "***Effective Date***"), by and between Eagle Mountain City, a Utah municipal corporation (the "***City***"), and Cadence Homes, LLC, a Utah limited liability company ("***Cadence***"). Each of the City and Cadence are sometimes referred to in this Agreement as a "***Party***," or collectively as the "***Parties***."

RECITALS

A. Cadence is developing a subdivision within the municipal boundaries of the City known as Hidden Hollow; and,

B. For the benefit of the Hidden Hollow residents, Cadence desires to install a wellness center and outdoor gathering area in lieu of the swimming pool normally required by code; and,

C. Eagle Mountain Municipal Code 17.25.050 (L) expressly permits the City to allow for the substitution of alternative amenities in lieu of a swimming pool provided that the alternative amenities are considered comparable or equivalent in cost and in benefit to the benefitted residents; and,

D. The City is agreeable to allowing for the substitution of amenities provided that certain safeguards are in place to insure that the alternative amenities meet the standard required by the municipal code.

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 Cadence hereby agree as follows:

1. Recitals. The above-stated recitals are incorporated herein as part of this Agreement.

2. Cadence's Obligations. Cadence shall have the following obligations to the City:

(a) Cadence shall install the equipment denoted in/and the estimate from Dynamic Fitness Strength ("Exhibit 1") be provided in/for the wellness center as provided in the approved application documents from the February 03, 2026 Eagle Mountain City Council Meeting.

(b) The clubhouse contain the features/improvements/valuation as represented in the Hidden Hollow Wellness Center and Outdoor Gathering Area Consolidated Estimate ("Exhibit 2") provided to, and on file with the City

(c) The clubhouse contain at least one of the additional amenities identified in Eagle Mountain Municipal Code 17.25.050.L.1.a.

3. City's Obligations. Pursuant to Eagle Mountain Municipal Code Section 17.25.050 (L) the City approves the substitution of the amenities contemplated in Section 2 of this Agreement in lieu of a swimming pool.

4. Default. Neither Party shall be in default under this Agreement unless such Party fails to cure a breach under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, which notice shall set forth the details of such breach in reasonable detail. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

5. Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day; or (d) if by e-mail transmission, on the day of transmission so long as the sender receives no evidence reasonably indicating delivery was unsuccessful, to the addresses set forth on the signature pages, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

6. Governing Law; Attorneys' Fees. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

7. Time. Time is of the essence with respect to all time periods contained in this Agreement.

8. Interpretation; Incorporation. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

9. Further Assurances. Each Party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each Party hereto as allowed by law.

10. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner Cadence's right to substitute amenities as contemplated in this Agreement, unless the City finds on the record a compelling, countervailing public interest that would be jeopardized.

11. State and Federal Law – Invalidity. Both the City and Cadence mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the City and Cadence further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect.

12. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Cadence to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Cadence to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Cadence shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Cadence of any or all of its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

13. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Utah County Recorder against the Cadence Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Cadence Property, senior to any debt security instruments encumbering the Cadence Property. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Cadence Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 12 above.

14. Relationship of Parties; No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

15. Amendments; Waivers. This Agreement may be amended, waived or enforced only by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may be amended only in a writing signed by all of the Parties hereto.

16. Force Majeure. The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting construction that is caused by (a) fire, flood, war, earthquake or other acts of God, (b) strikes, acts of public enemy, riot or insurrection, (c) unanticipated environmental testing or remediation, (d) governmental regulation of the sale or transportation of materials, supplies or labor, (e) disruptions in the availability of labor or materials, (f) plague, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other governmental restrictions in response thereto, (g) unanticipated delays in obtaining Lender approvals due to characteristics of the Project, (h) changes in applicable building codes or interpretations thereof or (i) delays caused by the City in the reviewing and approving Developer's submittals in excess of the City's normal practices (each a "***Force Majeure***").

17. Cadence's Exclusive Remedy. Cadence's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL THE CITY BE LIABLE TO CADENCE, 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.

18. City's Remedies upon Default. City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Hidden Hollow subdivision in the case of a Default by Cadence until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Hidden Hollow subdivision and relating to remedying of the particular Default.

19. Hold Harmless. Cadence shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect

operations of Cadence or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the installation, maintenance, or use of the amenities being installed pursuant to this Agreement.

20. Entire Agreement; Counterparts. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

21. Term of Agreement. This Agreement shall be for a period of six (6) years following the date of recording of this Agreement.

22. Severability. If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

23. Approval of Agreement. The Parties hereby represent and warrant, as applicable, as follows: (a) Cadence certifies that the person executing this Agreement on behalf of Cadence is duly authorized and fully empowered to execute the same for and on behalf of Cadence; and (b) the City certifies that the execution and delivery hereof has been approved at a duly convened meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

[Signature pages follows]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their respective duly authorized representatives as of the Effective Date.

DEVELOPER:

CADENCE HOMES, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

Address: _____
_____
Attention: _____
Email: _____

With a copy to:

Bennett, Tueller, Johnson & Deere
Address: 3165 E. Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Attention: Paul M. Johnson
Email: pjohnson@btjd.com

STATE OF _____ }
}ss.
COUNTY OF _____ }

On the ___ day of _____ 2026, personally appeared before me _____, the signer of the above instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their respective duly authorized representatives as of the Effective Date.

CITY:

EAGLE MOUNTAIN CITY,
a Utah municipal corporation

By: _____
Name: Jared Gray
Title: Mayor

With a copy to:

Marcus Draper, City Attorney
Address: 1650 Stagecoach Run
Eagle Mountain, UT 84005
Email: mdraper@eaglemountain.gov

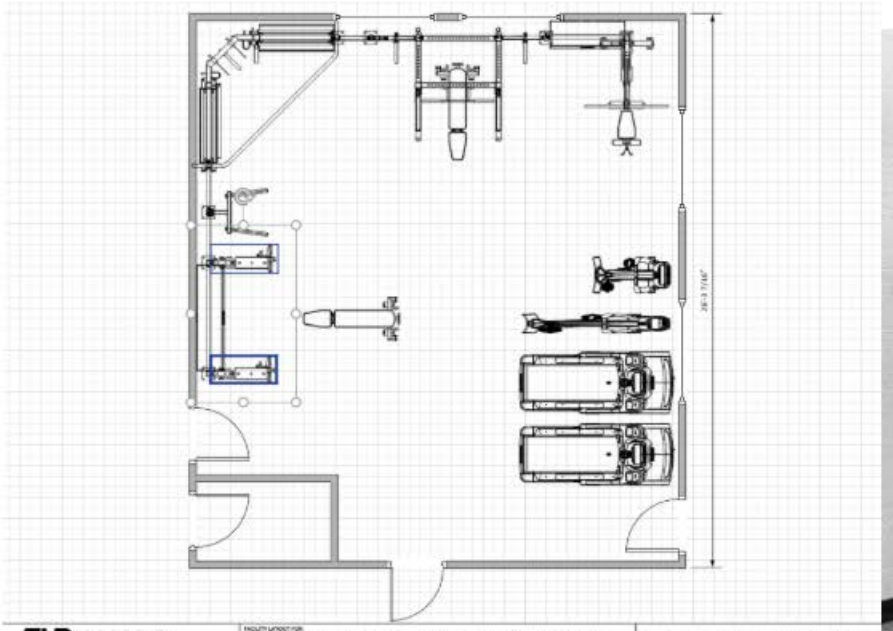
STATE OF _____ }
}ss.
COUNTY OF _____ }

On the ___ day of _____ 2026, personally appeared before me _____, the signer of the above instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

_____
Notary Public
My Commission Expires: _____

EXHIBIT 1

(DYNAMIC FITNESS STRENGTH BID)


DYNAMIC
Cadence Homes – Classic Multi Housing
DATE


STATE SUPPLY

Quote

2020 Prairie Lane, Eau Claire, WI 54703
www.mydynamicfitness.com

Quote QTE0035922
Date 1/13/2026
Contact
E-mail

Bill To: CADENCE HOMES
9912 N 4700 W
Cedar Hills UT 84063

Ship To: CADENCE HOMES
Hunter Smith 801-309-8454
9912 N 4700 W
Cedar Hills UT 84063

Purchase Order No.	Customer ID	Slsprsn ID	Reference	Shipping Method	Payment Terms	Req Ship Date	Install Date
	INSIDE SALES	491		FEDEX FREIGHT	Prepayment		

QTY	Item Number	Description / Color	UOM	Discount	Unit Price	Ext. Price
1	400512-99	Titan Pro - Half Rack 8.5'	EACH		$2,915.00	$2,915.00
10	409272-99	Titan Pro - 3X3 Rack Upright - 102"	EACH		$206.00	$2,060.00
3	400026-A06-99	CORNER ANGLED XMEMBER WLDMNT	EACH		$112.00	$336.00
2	400026-A04-99	RESISTANCE BAND ATTACHMENT WLDMNT	EACH		$233.00	$466.00
1	400026-A02-99	FRONT ANGLED XMEMBER WLDMNT	EACH		$328.00	$328.00
2	409118-99	Titan XMember XD Extender 10"	EACH		$91.00	$182.00
4	409019MB-99	TITAN SINGLE XD 4' (W/ MATING BOLTS)	EACH		$139.00	$556.00
1	409014MB-99	Titan Xmember - XD Single 6FT (w/ Mating Bolts)	EACH		$194.00	$194.00
14	409264MB-99	Titan - 30" XD Crossbar - 6" Flange - MATING BOLTS	EACH		$105.00	$1,470.00
6	ANX43DKB-99	Annex Dumbbell/Kettlebell Shelf 43"	EACH		$264.00	$1,584.00
2	ANX43BIN-99	ANNEX 43" STORAGE BIN	EACH		$248.00	$496.00
2	ANX43MB-99	Annex Medicine Ball Shelf 43"	EACH		$170.00	$340.00
5	ANX70DKB-99	RIGS ONLY - ANNEX 70" DUMBBELL/KETTLEBELL SHELF	EACH		$365.00	$1,825.00
1	409010-99	Titan Landmine Single Knuckle	EACH		$81.00	$81.00
2	409093-99	Titan D-Ring Rope Anchor	EACH		$80.00	$160.00
4	409012-01	Titan Plate Storage Peg - 12" Long	EACH		$24.00	$96.00
4	900155-01	10" ACCESSORY HOOK (3X3)	EACH			
1	409137-99	Titan Accessory Hook Crossbar 43"	EACH		$115.00	$115.00
6	409135-99	Titan Accessory Hook 6" (Use only with 409136 & 409137) (Sing	EACH		$16.00	$96.00
1	409130-99	Titan Quick-Change Dip Station (Works with Power Post)	EACH		$234.00	$234.00
1	409261-99	Titan - Split Squat Roller	EACH		$121.00	$121.00
3	409263-99	Titan - Band Peg/ ATA Holder (Pair)	EACH		$77.00	$231.00
1	411003-99	Titan - Rig Mounted Lat-Low Row - 300lb Weight Stack	EACH		$2,511.00	$2,511.00
2	411000-200A-99	Titan 200lb 2:1 Pulley Ratio Weight Stack (Requires Minimum 8	EACH		$1,797.00	$3,594.00
1	409241-99	ATA Req Custom 9' Upright / Rack	EACH		$1,339.00	$1,339.00
1	900741-99	43" REAR STORAGE XD	EACH		$184.00	$184.00
2	418060SU-99	Titan Stand Up Bench - Adjustable 0-85 Deg Incline Ladder 10"	EACH		$792.00	$1,584.00
2	BSC-418060-PLN-99	SLIPCOVER PLAIN FPAD-001	EACH		$27.00	$54.00
2	SPRT-900846	CT900 TREADMILL	EACH		$5,893.00	$11,786.00
1	INT-450UBI2S	INTENZA INTERACTIVE SERIES UPRIGHT BIKE	EACH		$2,600.00	$2,600.00
1	CPT2-ROWERG	ROWER - Concept2 Row Erg	EACH		$990.00	$990.00
3	PL-BP-45B-OS-LOGO	Bumper Plate - OS-BLK 17.7"-45LB W/LOGO (Rubber) (Economy) (B	PAIR		$228.00	$684.00
2	PL-BP-25B-OS-LOGO	Bumper Plate - OS-BLK 17.7"-25LB W/LOGO (Rubber) (Economy) (B	PAIR		$171.00	$342.00
3	PL-BP-10B-OS-LOGO	Bumper Plate - OS-BLK 17.7"-10LB W/LOGO (Rubber) (Economy) (B	PAIR		$118.00	$354.00
1	TARIFF-SURCHARGE	Tariff Surcharge	EACH		$42.00	$42.00
4	TAG-RBR-2.5	TAG 2.5LB Rubber Olympic Plate	EACH		$4.50	$18.00
4	TAG-RBR-5	TAG 5LB Rubber Olympic Plate	EACH		$9.00	$36.00
2	608004	Bar - Badger - 45LB - 1200LB 28.5MM Dia - Center Knurl	EACH		$272.00	$544.00
1	608001	Bar - Olympic 15KG - Black Zinc - 25MM Dia - 168K Min Tensil	EACH		$230.00	$230.00
2	612500	Resistance Band, XX-Light, Red 41" Long, 4.5mm Thick, 1/2" W	EACH		$11.00	$22.00
4	612502	Resistance Band, Light, Purple 41" Long, 4.5mm Thick, 1-1/8"	EACH		$20.00	$80.00
4	612503	Resistance Band, Medium, Gray 41" Long, 4.5mm Thick, 1-3/4"	EACH		$30.00	$120.00
1	DB-RF-SET-5-50-LOGO	Dumbbell Set - Rubber Flats - 5-50lb - Custom Logo	EACH		$1,480.00	$1,480.00

Quote

Quote QTE0035922
Date 1/13/2026
Contact
E-mail

2020 Prairie Lane, Eau Claire, WI 54703
www.mydynamicfitness.com

Purchase Order No.	Customer ID	Slsprsn ID	Reference	Shipping Method	Payment Terms	Req Ship Date	Install Date
	INSIDE SALES	491		FEDEX FREIGHT	Prepayment		

QTY	Item Number	Description / Color	UOM	Discount	Unit Price	Ext. Price
1	DB-RF-SET-55-75-LOGO	Dumbbell Set - Rubber Flat - 55-75lb - Custom Logo	EACH		$1,750.00	$1,750.00
1	DB-RF-SET-80-100-LOGO	Dumbbell Set - Rubber Flat - 80-100lb - Custom Logo	EACH		$2,425.00	$2,425.00
1	KB-9	Kettlebell 9LB/4KG	EACH		$22.00	$22.00
1	KB-13	Kettlebell 13LB/6KG	EACH		$28.00	$28.00
1	KB-18	Kettlebell 18LB/8KG	EACH		$37.00	$37.00
1	KB-26	Kettlebell 26LB/12KG	EACH		$52.00	$52.00
1	KB-35	Kettlebell 35LB/16KG	EACH		$68.00	$68.00
1	KB-44	Kettlebell 44LB/20KG	EACH		$84.00	$84.00
1	KB-53	Kettlebell 53LB/24KG	EACH		$98.00	$98.00
1	KB-62	Kettlebell 62LB/28KG	EACH		$111.00	$111.00
1	KB-70	Kettlebell 70LB/32KG	EACH		$128.00	$128.00
1	600001	Medicine Ball 8LB 230MM Diameter Black/Gray W/Black Logo	EACH		$44.00	$44.00
2	600003	Medicine Ball 12LB 286MM Diameter Black/Gray W/Black Logo	EACH		$54.00	$108.00
2	600004	Medicine Ball 14LB 286MM Diameter Black/Gray W/Black Logo	EACH		$64.00	$128.00
1	600007	Medicine Ball 20LB 286MM Diameter Black/Gray W/Black Logo	EACH		$90.00	$90.00
1	600800	Wall Ball 6LB 35CM Black/Gray w/Black Print	EACH		$59.00	$59.00
1	600802	Wall Ball 10LB 35CM Black/Gray w/Black Print	EACH		$62.00	$62.00
1	600804	Wall Ball 14LB 35CM Black/Gray w/Black Print	EACH		$64.00	$64.00
1	600807	Wall Ball 20LB 35CM Black/Gray w/Black Print	EACH		$68.00	$68.00
1	606006	Plyo 3 In 1 Soft 20" x 24" x 30"	EACH		$276.00	$276.00
1	600951	Physio (Anti-Burst) Ball 65CM - Black w/White Logo	EACH		$13.00	$13.00
1	600950	Physio (Anti-Burst) Ball 55CM - Black w/White Logo	EACH		$12.00	$12.00
1	609210	Battle Rope Sheathed 1.5" Diameter 30' Long	EACH		$48.00	$48.00
2	613500	Foam Roller - Extra Firm - 12" Length - Black	EACH		$20.00	$40.00
2	613600	Club Mats 72" X 24" X .625" Black	EACH		$33.00	$66.00
2	LJC-MAG-BLK	2IN/50mm Magnetic Locking Barbell Collar-Black (Pair)	EACH		$42.00	$84.00
1	ESTIMATED-INSTALL	Final Install Requied Before Placing PO	EACH			
1	ESTIMATED-FREIGHT	Final Freight Required Before Placing PO	EACH			

Subtotal	$48,445.00
Installation	$8,000.00
Tax	$0.00
Estimated Freight	$8,000.00
Trade Discount	$0.00
Total	$64,445.00

***Sales tax calculation is subject to change based off the jurisdiction where product actually ships.
***Custom orders cannot be canceled or returned.
***Submission of a PO means you accept our terms & Conditions.
***See our terms & conditions at https://www.mydynamicfitness.com/terms-conditions

DYNAMIC Fitness and Strength supplies additional materials with all projects to ensure a timely and quality installation. Customer will only be charged for product as quoted. Extra material consumed during installation will be excluded from Invoice. All installation remnants are the property of DYNAMIC Fitness & Strength and will be returned upon project completion.

RIGS MUST BE SECURELY FASTENED TO THE FLOOR!

Please be advised that pending tariff charges could apply to quoted equipment with foreign content. Costs are determined by the equipment composition of the tariffed components consistent with their geographic location. To ensure transparency, tariff costs will be listed as separate line items on quotes and invoices provided to the purchasing agency independent of the published pricing. Tarriff

2020 Prairie Lane, Eau Claire, WI 54703
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charges may change from the time of the quote to placement of order. DYNAMIC Fitness & Strength reserves the right to adjust the tariff charge line items to be consistent with global conditions. Prior to adding any tariff charges Dynamic will reach out to the purchasing entity and advise of the change in cost prior to processing.

Quote Expiration Date: 2/12/2026

2020 Prairie Lane, Eau Claire, WI 54703
www.mydynamicfitness.com

CUSTOMER TERMS AND CONDITIONS

Customization Upcharges	Customization charges may be applied to items including, but not limited to vectorized logos, upright lettering, cross members, connector/wrap logos, bumper plate designs (amount to be determined by color), upholstery colors, and ball target logos.
What Constitutes "Custom"	1) Any product or part that is any color other than Black Texture. 2) Any product or part that contains a printed/laser cut logo or lettering. 3) Any product or part that requires a dimensional change requested by the Customer.
Renders	**Renders are for design concept visualization only and do not fully represent the final product ordered.** The estimate and purchase order accurately list what will be received and detail product specifics such as color and equipment configuration. Dynamic Fitness & Strength renders are proprietary and are intended solely for the specified customer. Unauthorized sharing of any render is considered a breach of contract.
Product Quotes	**Quotes expire in 30 days.** Once a quote has expired, a new quote shall be issued before pricing can be honored.
Pricing	Prices are subject to change without notice. If there is a typo on pricing, we have the right to refuse order and shipment.
Flooring Charges	Any damage or additional charges incurred from the removal of existing floors and/or other flooring-related issues are the responsibility of the Customer.
Installation Charges	Dynamic will not be responsible for any installation charges that were not authorized by Dynamic or noted on the purchase order. Any additional charges will need to be approved by submitting an additional labor request form to your Territory Manager and Dynamic's V.P. of Sales.
PO Submission	Purchase orders will be accepted and processed once the following have been submitted: Custom colors and/or dimensional changes are specified and approved by the Customer, and Vector files have been received or created by Dynamic for any items containing a logo. Quoted lead times may be affected by incomplete submissions. By submitting a PO, you are agreeing to all Dynamic terms & conditions as specified in our Customer Terms & Conditions. Instructions provided extraneously by verbal or written communication are non-binding to Dynamic Fitness & Strength unless also included on signed and approved documentation.
Manufacturing	All manufactured Dynamic Fitness & Strength equipment is made to order from raw material. Any changes to the order after the signed PO is submitted may result in additional charges and could delay delivery and fulfillment of the order. Customer is obliged at all times to notify Dynamic Fitness & Strength immediately through proper documentation of any changes in specifications. All lead times are approximate and subject to change. Dynamic Fitness & Strength shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause beyond Dynamic Fitness & Strength's control.
Promotion	Dynamic Fitness & Strength reserves the right to photograph and/or capture video of all equipment it manufactures while it is in our facilities and after installation and use customer graphic identity for the expressed purpose of marketing and communications.
Freight Estimates	Because of the continual fluctuations in the transportation industry, Dynamic can only provide a freight estimate, not a quote. Approximately 10 business days prior to shipment of the order, any changes will be provided to the Customer which may include adjustments beyond Dynamic's control.
Cancelling an Order	Cancellations must be authorized by your Territory Manager. **A custom order cannot be cancelled once manufacturing has begun.**

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www.mydynamicfitness.com

Pickup Orders	Orders designated as pickup will be invoiced the day the Customer is notified the order is ready to be picked up. Pickup orders must be picked up by the Customer within 15 days of notification. A storage fee may apply at 5% of the total invoice per month if order is not picked up within the 15-day period.
Partial Shipments	If a partial shipment is requested, each partial shipment will be invoiced separately to the Customer. Invoices for partial orders will be paid according to the terms provided to the Customer.
Scheduled Ship Date	Once the PO has been processed, the ship/pickup date can no longer be changed unless authorized by Dynamic Fitness & Strength. For completed orders held longer than 15 days a 5% storage fee per month will apply. New freight quotes may be applied to any order with a rescheduled ship/pickup date.
Invoicing/Payment Terms	Invoices are generated **when the product is ready to ship** regardless of delayed ship dates. If credit is established, standard terms are Net 30 unless prior agreement has been made. For all other sales, a 50% down payment will be required before the order is processed and remaining 50% payment is due prior to shipment. A 3% processing fee will be applied to any credit card charges. Dynamic Fitness & Strength reserves the right to require full payment in advance if the financial condition of the Customer suggests such payment is prudent.
Shipping/Delivery	Dynamic shall use its best efforts in the ordinary course of business to ship deliveries to the Purchase Order's specifications. Dynamic will make every effort to notify the Customer of any potentially late shipment. Dynamic will not be liable for any costs that result from failure to meet a delivery date.
Damage During Delivery	Any **visible distress or damage incurred during delivery must be immediately documented** by photo and shared with the delivery driver and freight company upon receipt. This includes any visible distress on cartons, crates or shrink-wrapping. **Any hidden damage must be photographed and reported to Dynamic within 14 days.** Dynamic is not responsible for damage that occurs during delivery. Signing a delivery receipt verifies that the merchandise was received in good condition.
Warranty	Contact your Dynamic Fitness & Strength Territory Manager for any specifics regarding product warranties.
Color Variation	Dynamic Fitness & Strength will take every appropriate step to ensure as close a match to color in powder coat finish and upholstery as possible, but finished color may vary slightly to samples. Variation of shade or hue does not invalidate the sale, nor in any way cause for compensation adjustment to Dynamic Fitness & Strength.
Backorders	A Dynamic Representative will contact you with information about the backorder and to discuss available options. The backorder may result in a partial shipment on a separate invoice.
Returns	All return freight charges are the responsibility of the Customer. Customized logo product cannot be returned. Upon authorization only, standard Dynamic product may be returned with a 30% restocking fee. The Customer must contact the Territory Manager or Inside Sales Representative to discuss return options.

By submitting a PO, you are agreeing to all Dynamic Customer Terms & Conditions as specified in this document.

EXHIBIT 2

(HIDDEN HOLLOW WELLNESS CENTER AND OUTDOOR GATHERING AREA CONSOLIDATED ESTIMATE)

Hidden Hollow Wellness Center and Outdoor Gathering Area Consolidated Estimate

	Total	
Excavation	$1,500	
Conctet materials	$3,000	
Footings and foundation	$4,500	
Backfill	$2,200	
Concrete floors	$2,100	
Framing	$21,750	
Windows	$3,524	
Doors & Access System	$5,000	
Electrical	$4,295	
Roofing	$3,000	
HVAC	$2,500	
Plumbing	$3,000	
Insualton	$2,100	
Drywall	$5,170	
Mirrors	$3,000	
Finish Trim	$1,500	
Flooring	$8,950	
Paint	$2,000	
Audio System	$5,000	
Exterior Cladding	$10,294	
Exterior Concrete	$4,680	
Total	$99,063	
Cornhole x2	$6,000	
Grill	$5,000	
Outdoor Seating/tables	$5,000	
Gym Equipment	$64,445	see bid
Landscaping	$20,000	
TOTAL	**$199,508**	

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **MARCH 25, 2026**
TITLE:	ORDINANCE - 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:
Staff recommends the City Council adopt an Ordinance of Eagle Mountain, Utah Approving the 5th Amendment to the Amended and Restated Overland Master Development 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 with Exhibits

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 25th 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 25th 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 Mid Valley 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; and
3.2.3. 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 or outdoor sales and display area authorized herein shall be located, configured, and operated in substantial conformance with the **Outdoor Sales Display and Storage Plan attached hereto as Exhibit J (the "Outdoor Sales Display and Storage Plan")** and the applicable provisions of the Overland DA, as amended by this Agreement. City may enforce the Outdoor Sales Display and Storage Plan through administrative review and code enforcement, and any Material Change to the footprint of such outdoor storage or display areas shall constitute a Material Change. Outdoor sales and display of retail products customarily sold on-site, including without limitation palletized, shrink-wrapped, or otherwise packaged materials, equipment, and merchandise (e.g., landscaping materials, bulk goods, snow blowers, lawn mowers, and similar items), **shall be permitted within the designated outdoor display areas as shown on Exhibit J and may be visible from public rights-of-way**, and shall not be required to be screened or considered prohibited outdoor storage. For purposes of this Section, "**Semi-Trailer or Storage Unit**" shall mean any semi-trailer, truck trailer, cargo container, shipping container, portable storage container, or similar unit used for the storage or transport of goods, whether or not attached to a tractor or other vehicle. **Semi-Trailers or Storage Units shall not be parked, stored, or utilized within customer parking areas.** Semi-Trailers or Storage Units may be parked or placed **only at the rear of the principal building within the Anchor Area, in locations designated on Exhibit J**, and shall be arranged in substantial conformance with the Outdoor Sales Display and Storage Plan and the Overland DA, as amended.

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 and Eleven thousand (111,000) lumens per gross acre (One Hundred Thirty-Seven Thousand (137,000) lumens per net 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.

4.11. Public Infrastructure

4.11.1. Developer shall construct Old Airport Road from Pony Express Parkway running along the frontage of the project as a 5-lane roadway with curb and gutter on both sides, sidewalk on the project side only, and a 2' wide median from Pony Express Parkway back to the second access into the project. The road shall include a single left turn lane and a single right turn lane at Pony Express Parkway. The road shall also include the appropriate utilities such as water, sewer and storm drain per the City's Master Plans. The road shall include right turn deceleration lanes into each drive approach. The road improvements shall include modifying the traffic signal at Pony Express Parkway all as shown on Exhibit B.

4.11.2. Developer shall construct Mid Valley Road from Pony Express Parkway running along the frontage of the project as a 5-lane roadway with curb and gutter on both sides, sidewalk on the project side only, and a 2' wide concrete median from Pony Express Parkway back to the second access into the project. The road shall include a dual left turn lane and a single right turn lane at Pony Express Parkway. The road shall also include the appropriate utilities such as water, sewer and storm drain per the City's Master Plans. The road shall include right turn deceleration lanes into each drive approach. The road improvements shall include modifying the traffic signal at Pony Express Parkway all as shown on Exhibit B.

4.11.3. Developer shall construct a third northbound auxiliary lane on Pony Express Parkway along the project frontage to act as a deceleration and acceleration lane. Developer shall modify and/or remove the medians along Pony Express Parkway to add left turn lanes in the project accesses

as shown on Exhibit B. Developer shall construct a traffic signal at the middle access into the project. The center access will have dual left turn lanes exiting the project onto Pony Express Parkway.

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 '

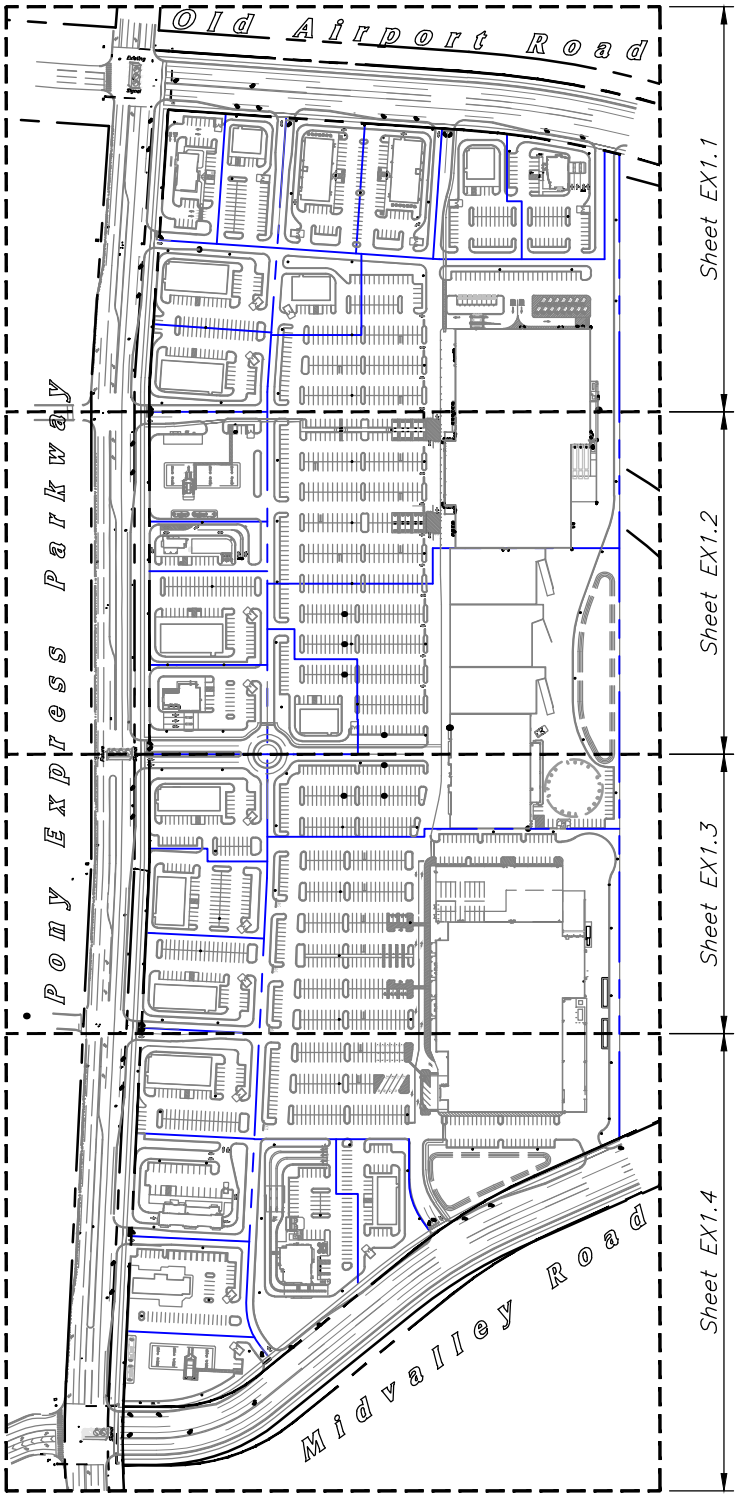
Smiths 208 Eagle Mountain **27 August 2025**
Overall Boundary

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 '

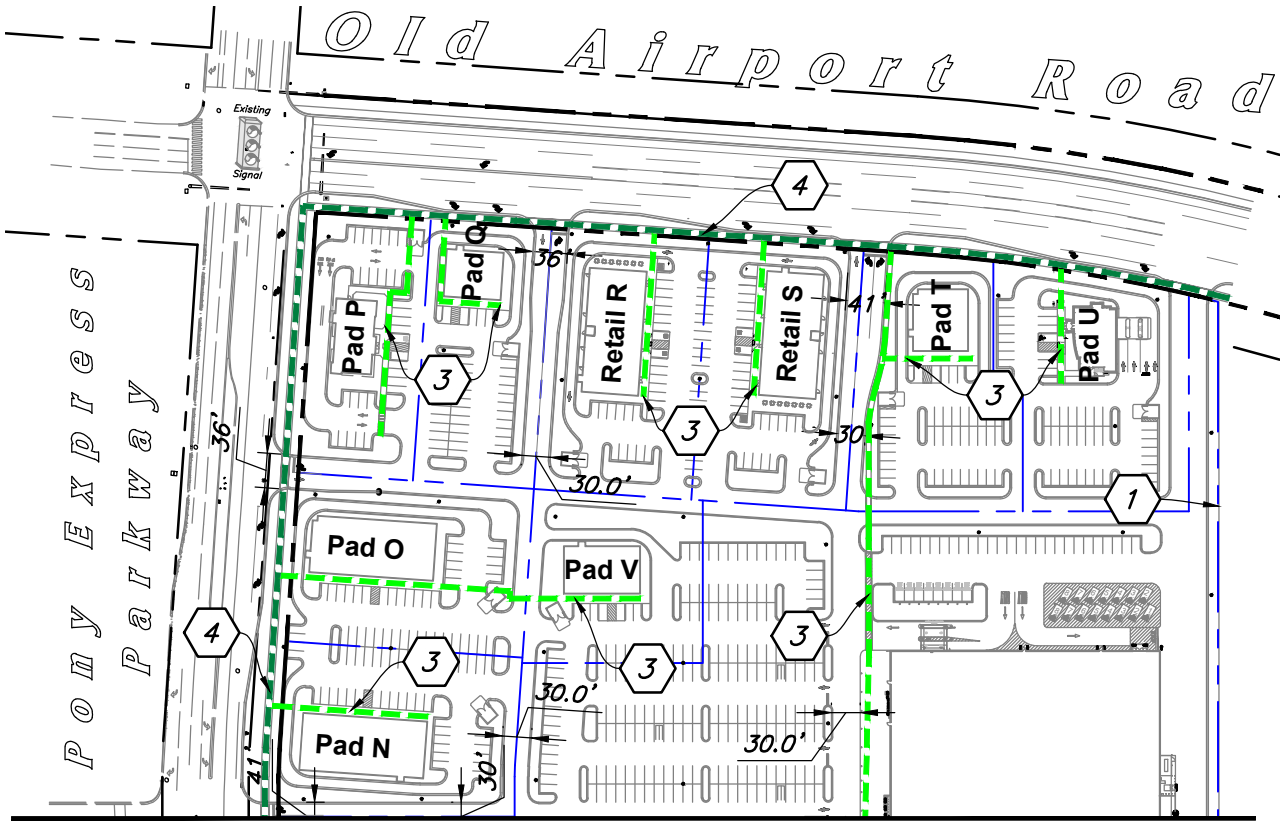


Scale: 1" = 400'

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

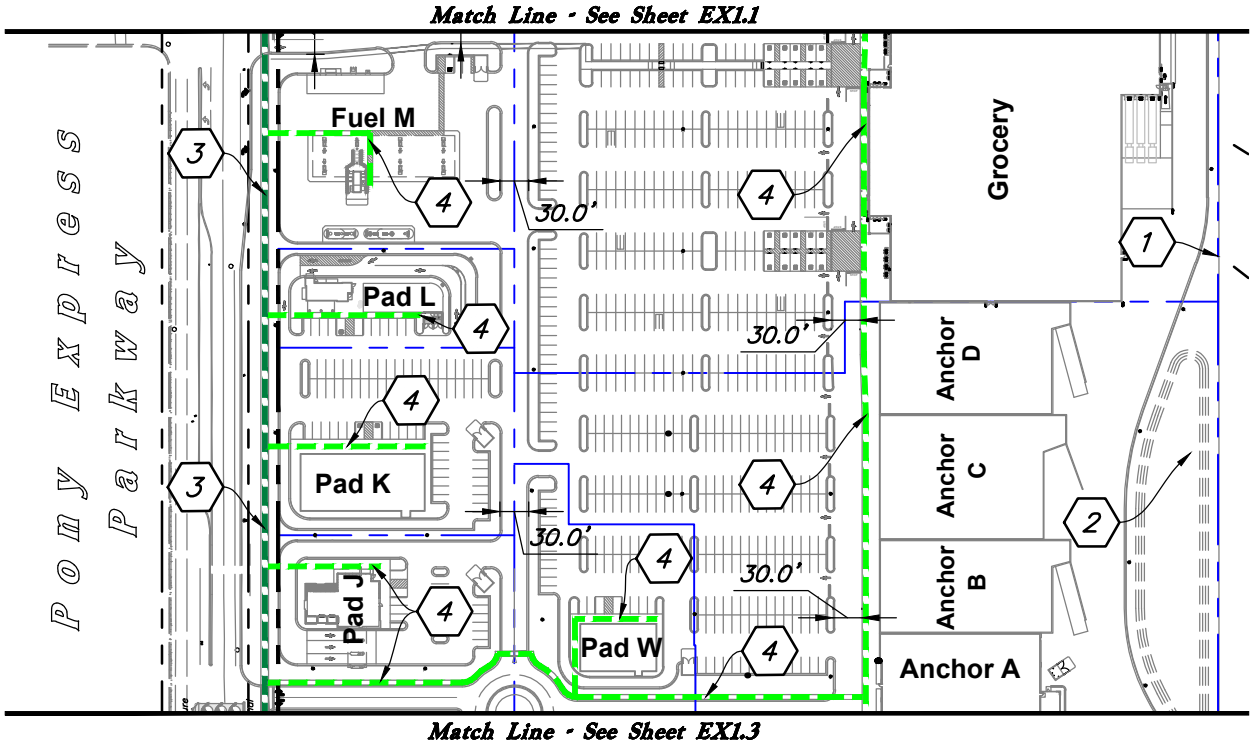
Eagles Landing

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

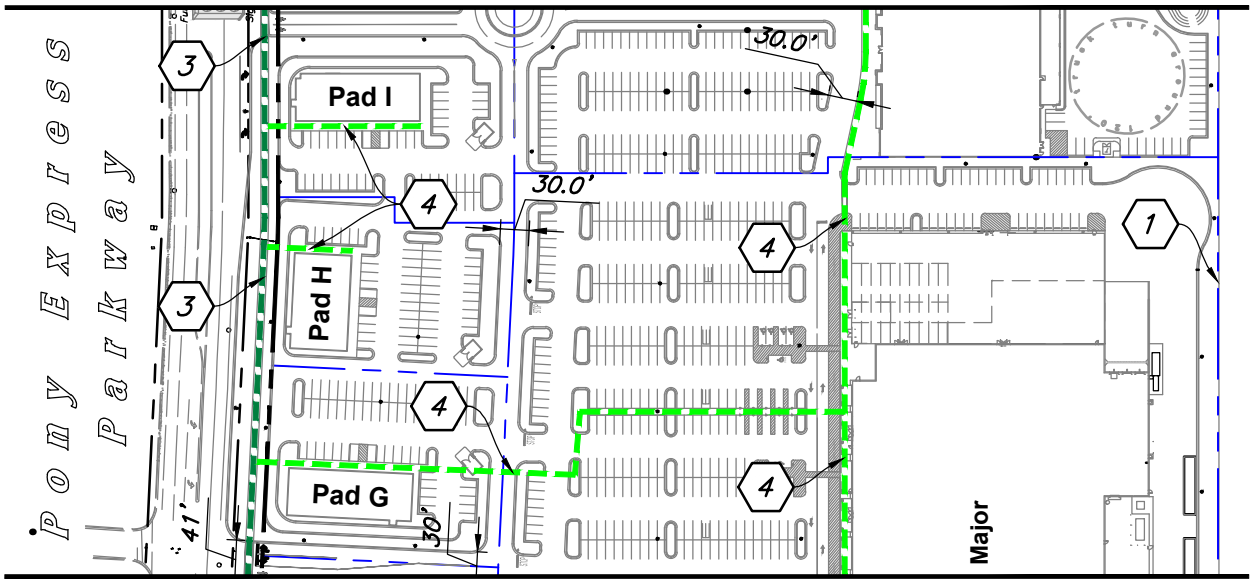
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

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

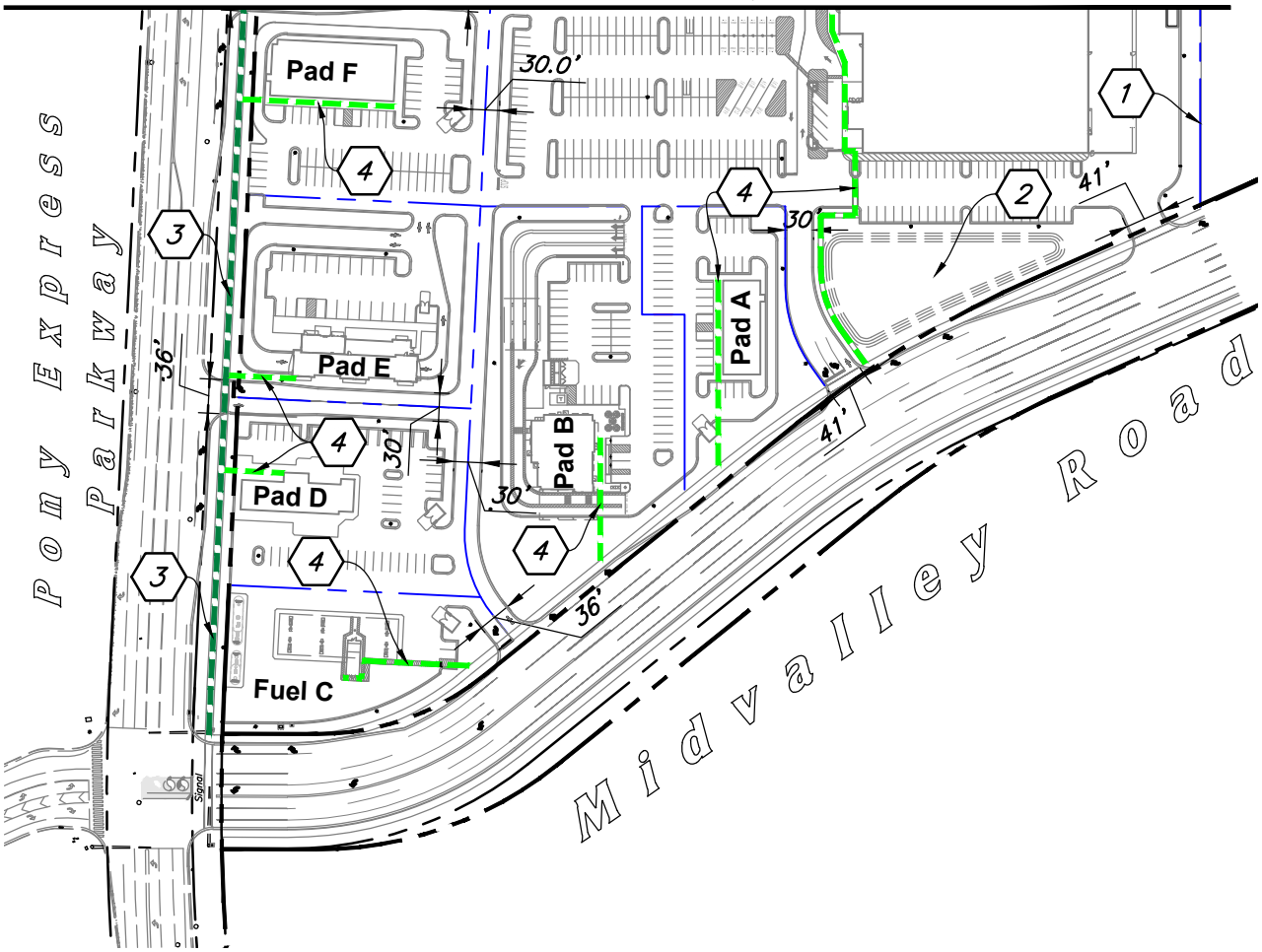
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

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

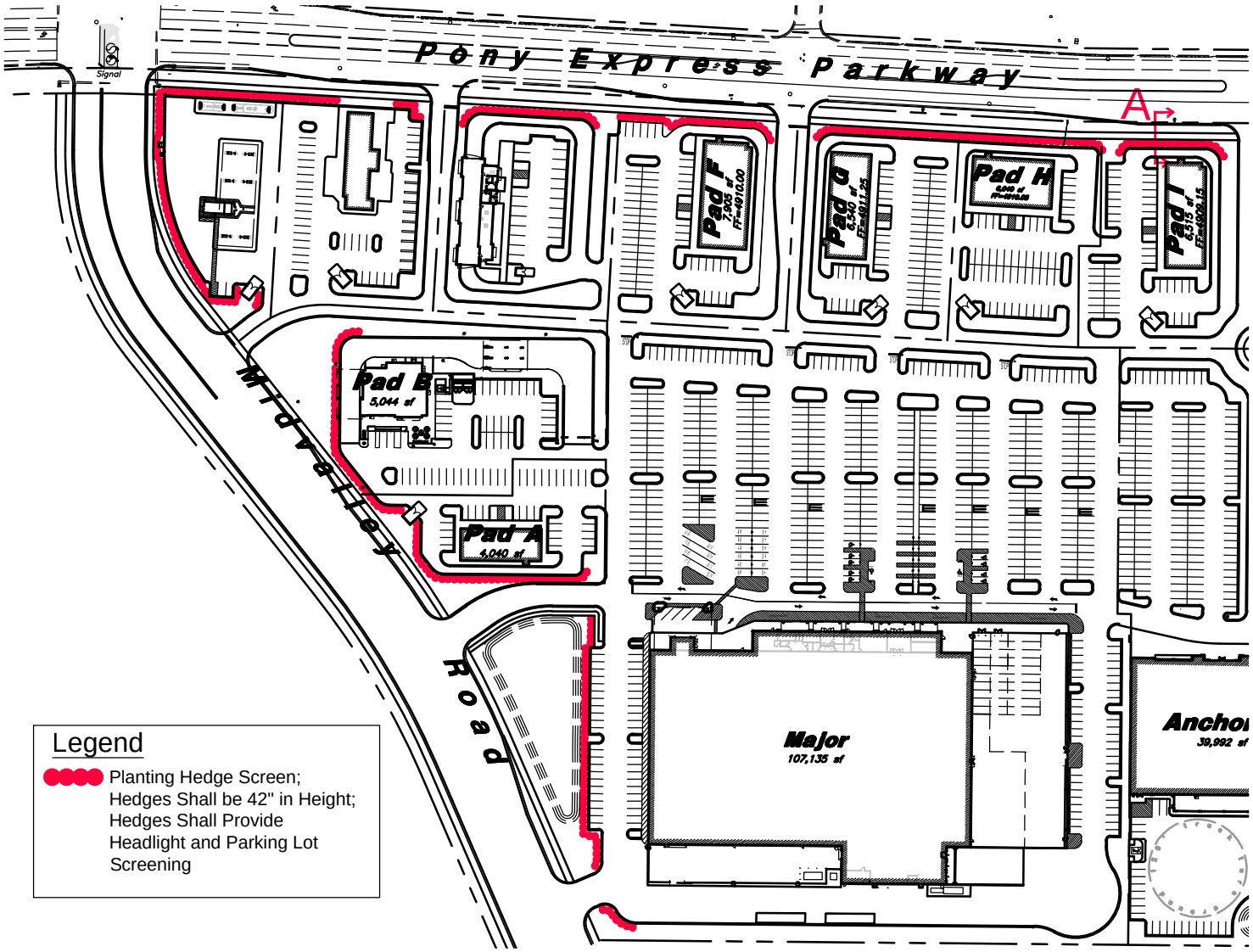
Eagles Landing

Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.4

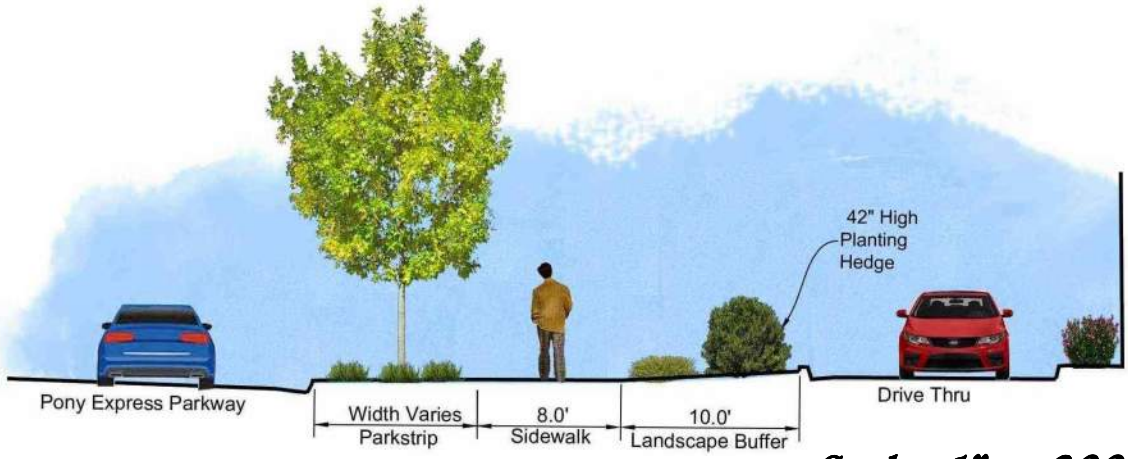
Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026

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

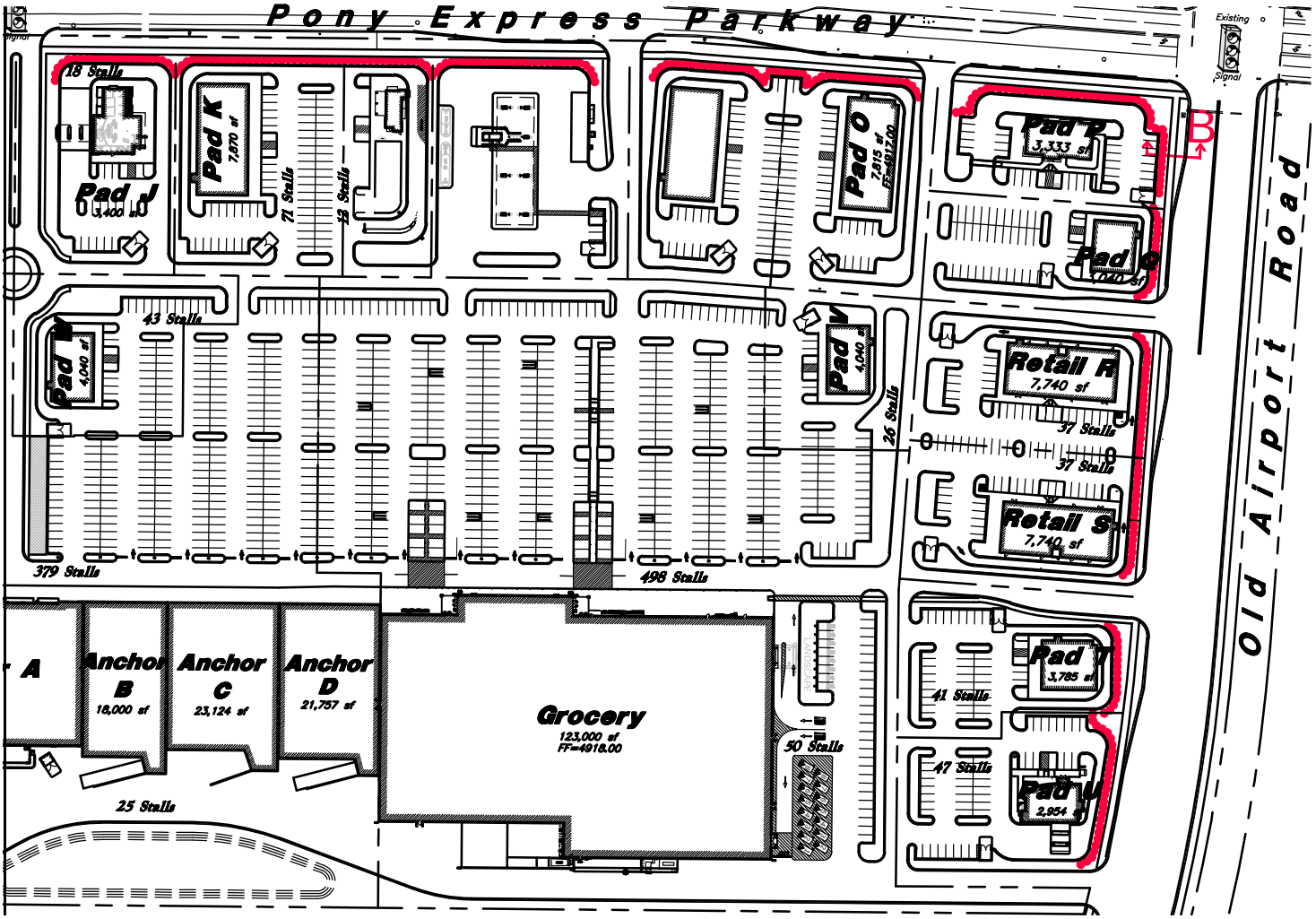
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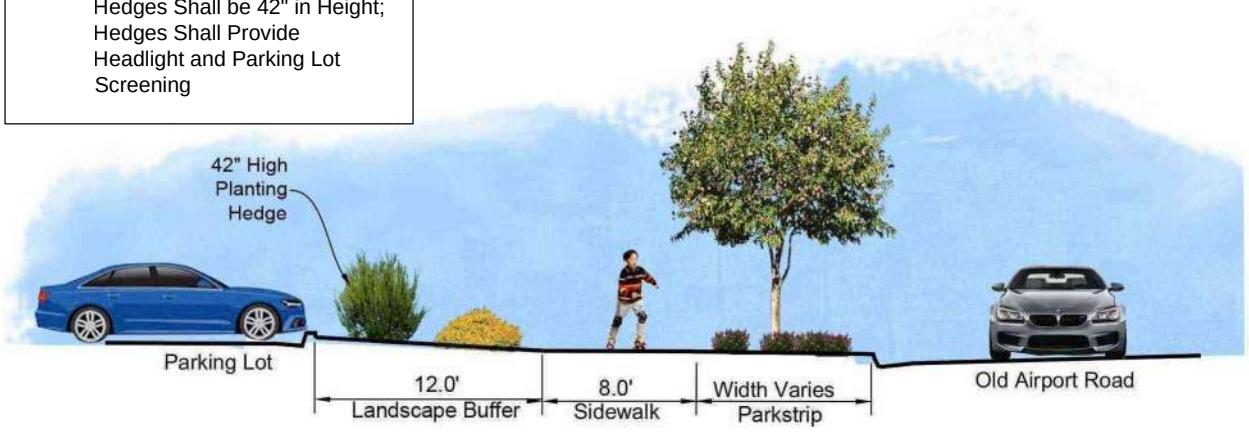
AWA	**Streetscape Landscaping and Style**	Sheet No.	Designed By: JM
			Drafted By: JM
	Eagles Landing	**EX1.0**	Client Name: Terra Smith's Eagle Mountain I, LLC
	Pony Express Parkway & Old Airport RD Eagle Mountain, Utah		**15 Jan, 2026**

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

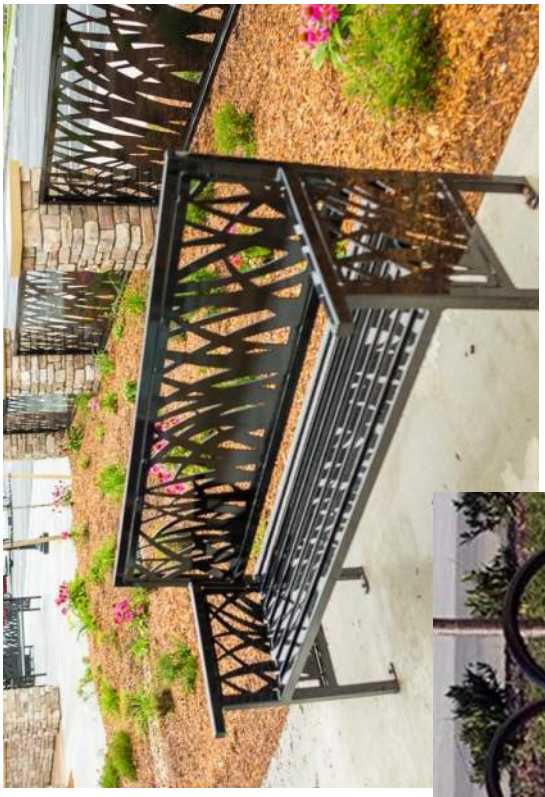
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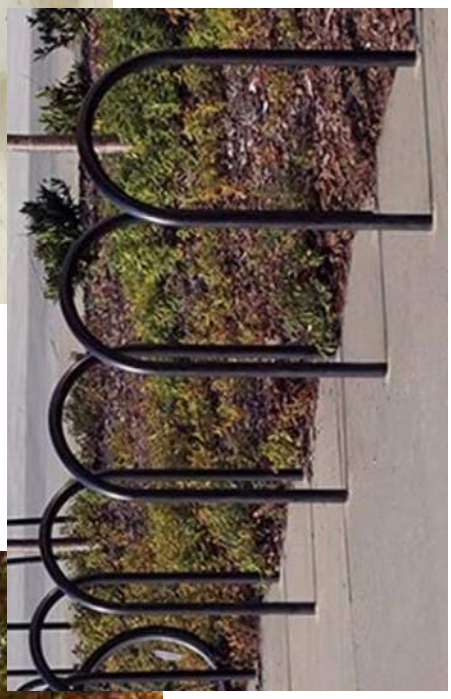
Scale: 1" = 200'

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

rdc. | 123K SF - #208 EAGLE MOUNTAIN, UT

OVERALL VIEW AND FRONT ELEVATION

SMITHS'S MARKETPLACE 2

Exhibit ' F '

AWA

Anchor Tenant 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

CORNER VIEW AT PHARMACY DRIVE-THRU
SMITH'S MARKETPLACE

Exhibit ' F '

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.

EX1.1

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

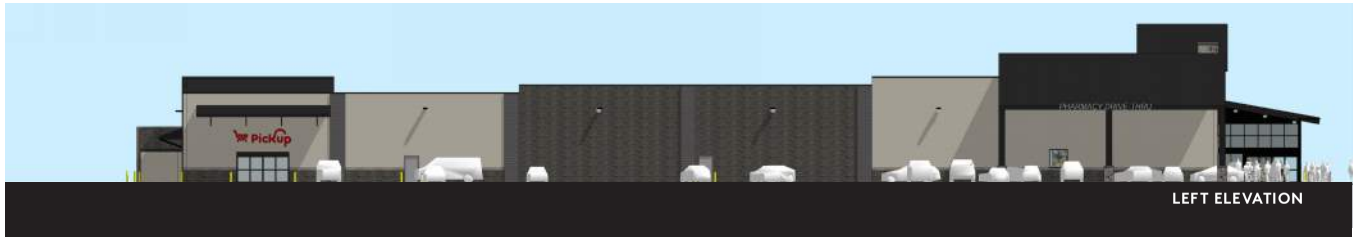
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.2

Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026



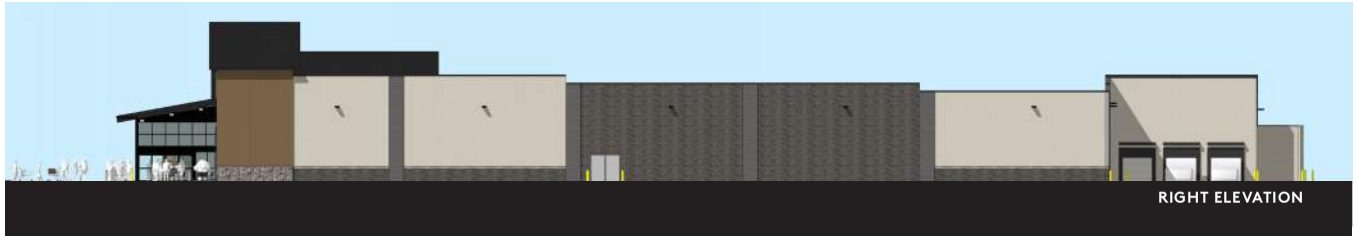
FRONT ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

Exhibit ' F '

Exhibit 'F'

LOADING DOCK + PICKUP
SMITHS'S MARKETPLACE

dc. | 123K SF - #208 EAGLE MOUNTAIN, UT

AWA

Anchor Tenant Architectural Elevations

Eagles Landing

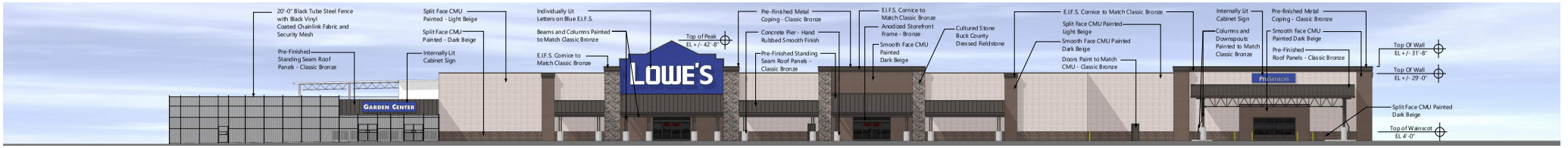
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.3

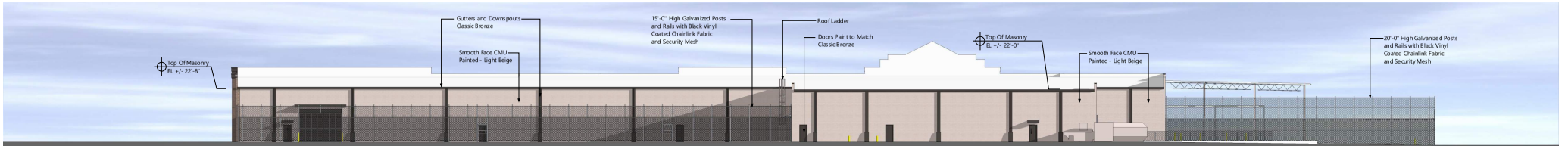
Design By: TW
Drafted By: GV
Client Name: Terra Smith's Eagle Mountain I, LLC
15 Jan, 2026



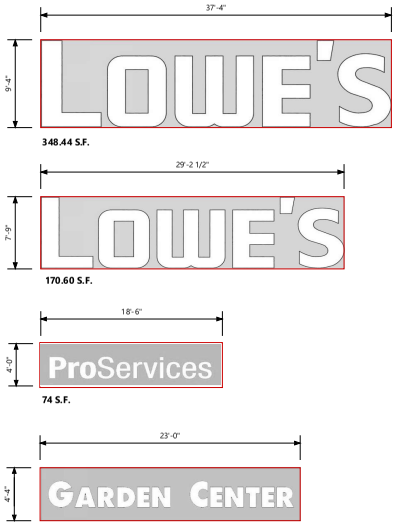
EAGLE MOUNTAIN, UT



FRONT ELEVATION



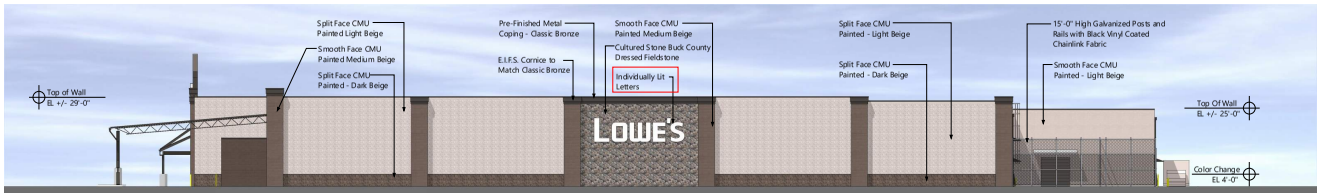
REAR ELEVATION



Note: Box Denote Sign Square Footage Boundaries



LEFT ELEVATON



RIGHT ELEVATON

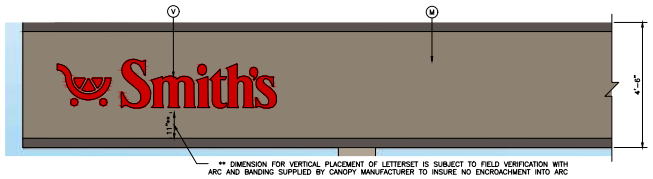
REPRESENTATION ONLY
NOT FOR CONSTRUCTION

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.

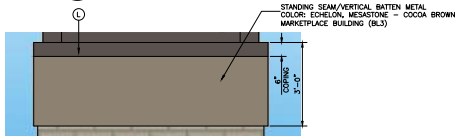
LOWE'S OF EAGLE MOUNTAIN, UT

LH 94 DEEP 03-2026

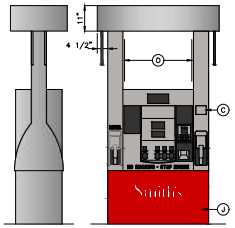
EXHIBIT 'F'



1 CANOPY GRAPHICS
SCALE: 1/2"=1'-0"



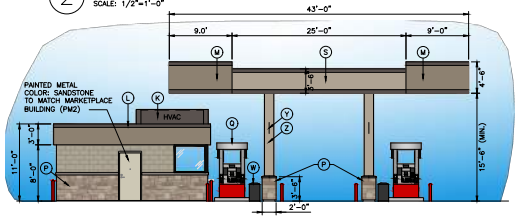
2 KIOSK GRAPHICS
SCALE: 1/2"=1'-0"



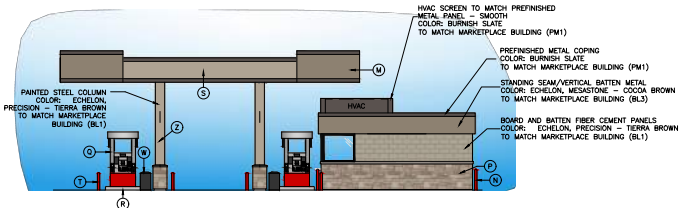
3 DISPENSER ELEVATION
SCALE: 1/2"=1'-0"

EQUIPMENT SCHEDULE

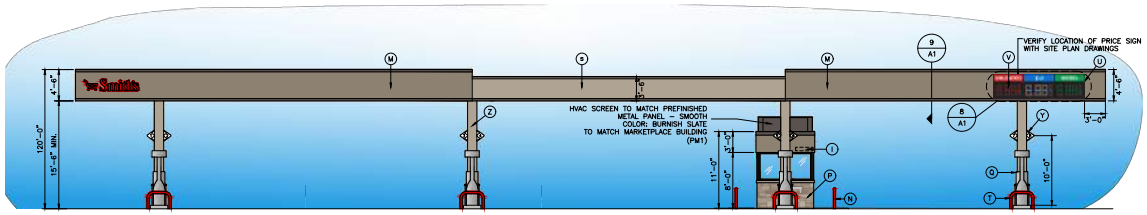
ITEM	DESCRIPTION	COLOR	MANUFACTURER	MODEL	FURNISHED BY	INSTALLED BY
A	NOT USED					
B	NOT USED					
C	STATIC WARNING DECAL		WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
D	NOT USED					
E	NOT USED					
F	NOT USED					
G	CANOPY FASCIA	BURNISH SLATE			CANOPY FABRICATOR	CANOPY FABRICATOR
H	NOT USED					
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



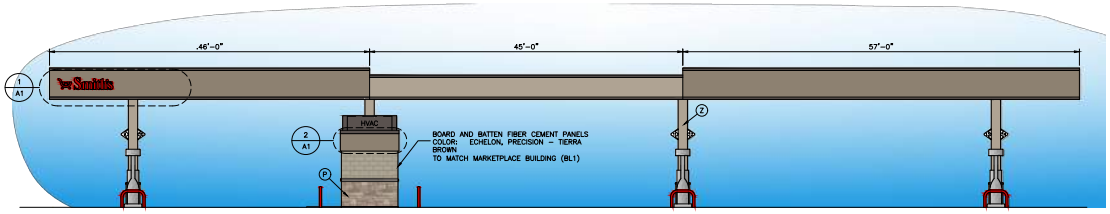
4 RIGHT (NORTHEAST) ELEVATION
SCALE: 1/8"=1'-0"



5 LEFT (SOUTHWEST) ELEVATION
SCALE: 1/8"=1'-0"



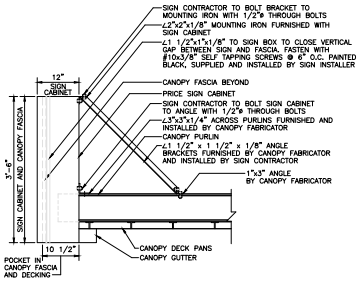
6 FRONT (NORTHWEST) ELEVATION
SCALE: 1/8"=1'-0"



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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NOTE TO CONTRACTOR:
THIS SET OF DRAWINGS AND DOCUMENTS IS INTENDED AS A SET OF GUIDELINES FOR THE PROJECT AND ARE INTENDED TO BE USED IN CONJUNCTION WITH A SET OF CONSTRUCTION SPECIFICATIONS TO BE SUPPLIED BY OWNER. THEY MUST BE READ TO INCORPORATE ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES INCLUDING FEDERAL A.D.A. REQUIREMENTS. THIS SET ASSUMES THAT THERE ARE NO UNUSUAL SOIL CONDITIONS OR WIND LOADS. THE FAILURE OF THIS CONDITION MAY REQUIRE SIGNIFICANT CHANGES TO THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFORM TO ALL APPLICABLE CODES AND TO INFORM THE OWNERS/ARCHITECTS OF ANY QUESTIONS OR CLARIFICATIONS WHICH ARE DESIRED. CONTRACTORS SHALL ALSO VISIT THE SITE BEFORE BIDDING. CONTRACTORS ARE REQUIRED TO KNOW ALL OBSERVABLE CONDITIONS AND APPLICABLE CODES.

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

Exhibit 'G'

AWA

Fuel Center Architectural Elevations

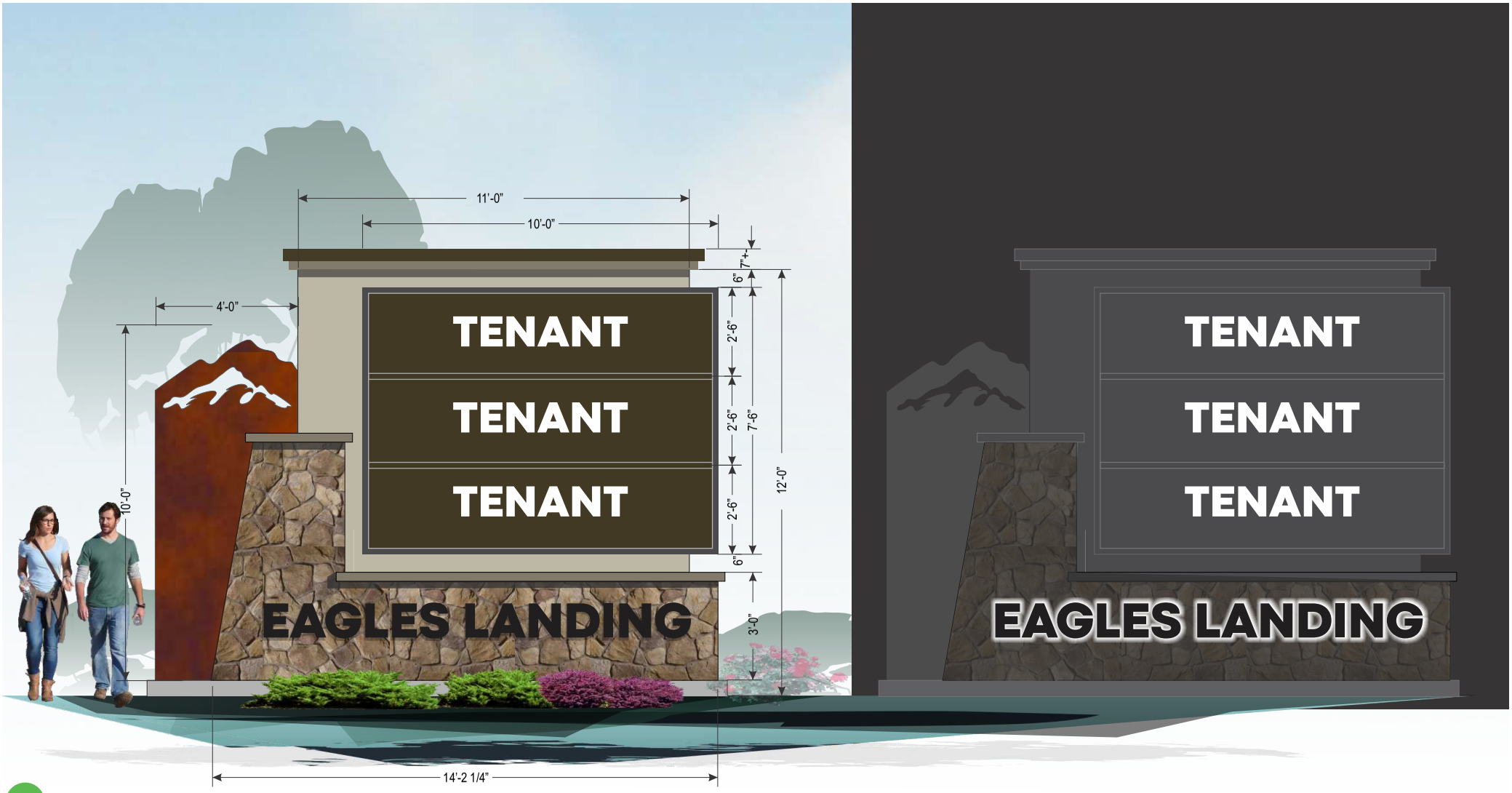
Eagles Landing
Pony Express Parkway & Old Airport RD
Eagle Mountain, Utah

Sheet No.
EX1.0

Design By: TW	
Drafted By: GV	
Client Name: Terra Smith's Eagle Mountain I, LLC	
15 Jan, 2026	


Legend
Pylon Sign A
Pylon Sign B
Pylon Sign C
Monument Sign (Fuel Center)
Monument Sign (Two Tenant)
Monument Sign (Three Tenant)
Scale: 1" = 100'
Pony Express Parkway
Midvalley Road
Old Airport Road
LOWE'S
Smith's MARKETPLACE
Anchor A
Anchor B
Anchor C
Anchor D
Phase I
Phase II
UFCU
Detention
H LOWE'S LETTERS (NORTH ELEV.)
I PROServices CABINET (NORTH ELEV.)
J GARDEN CENTER CABINET (NORTH ELEV.)
A LARGE SMITH'S MARKETPLACE
B PICK-UP LETTERS (NORTH ELEV.)
C PHARMACY DRIVE THRU (NORTH ELEV.)
GRAPHIC ARROW STENCIL / CONFIRM
D 5 FT. DIAM. STARBUCKS COFFEE (NORTH
ADDRESS / CONFIRM NUMBERS (NORTH
E PHARMACY DRIVE THRU (EAST ELEV.)
F PICK-UP LETTERS (EAST ELEV.)
G PICK-UP LETTERS (SOUTH ELEV.)

EXHIBIT 'H'



12 FT Monument Sign (3) Tenant
SCALE: 3/8"=1'-0"

EXHIBIT 'H'



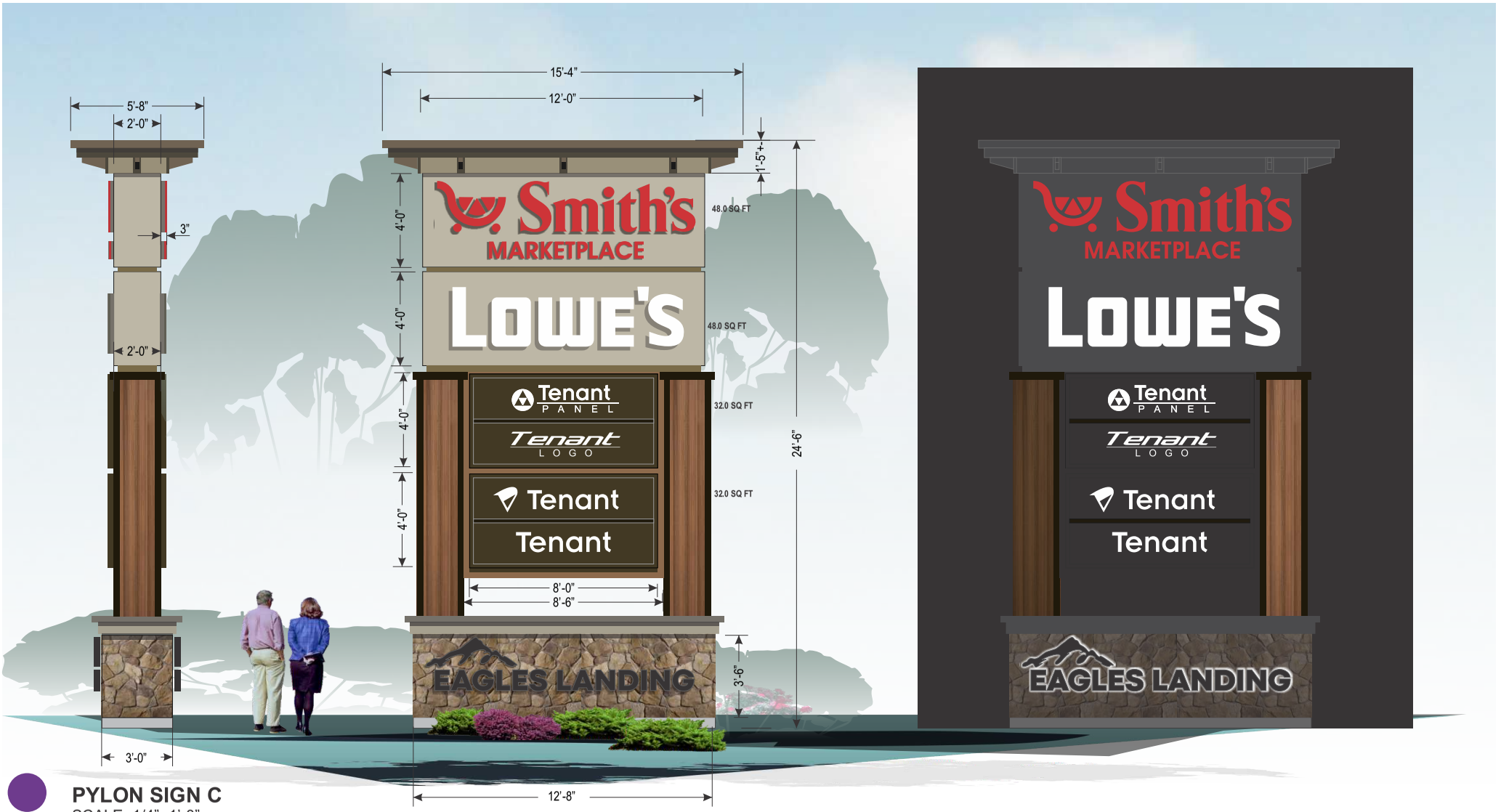
12 FT Monument Sign (3) Tenant
SCALE: 3/8"=1'-0"

EXHIBIT 'H'



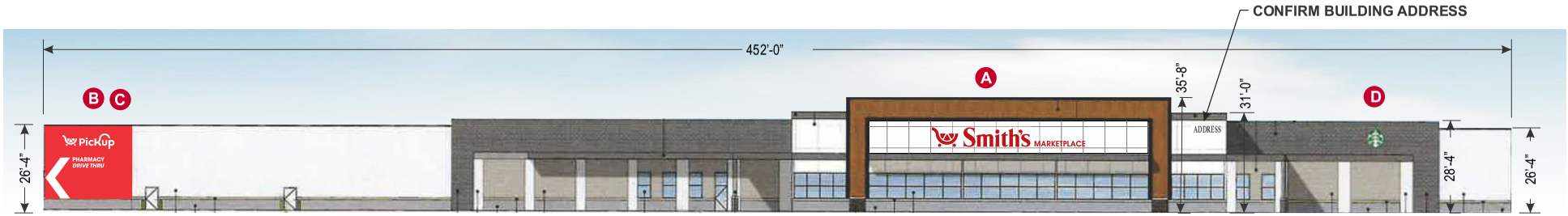
12 FT Monument Fuel Sign (3) Product
SCALE: 3/8"=1'-0"

EXHIBIT 'H'



PYLON SIGN C
SCALE: 1/4"=1'-0"

EXHIBIT 'H'



NORTH FRONT ELEVATION



SOUTH REAR ELEVATION



WEST RIGHT SIDE ELEVATION



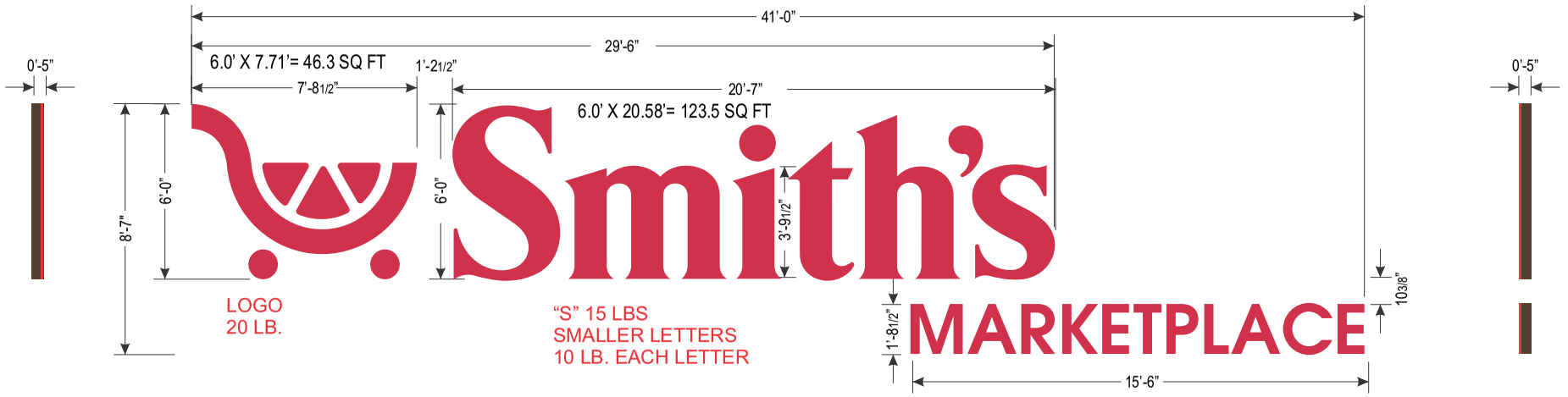
EAST LEFT SIDE ELEVATION

PHARMACY *DRIVE THRU*

BUILDING ELEVATIONS SCALE: 1/32"=1'-0"

Wall Signage Only

EXHIBIT 'H'



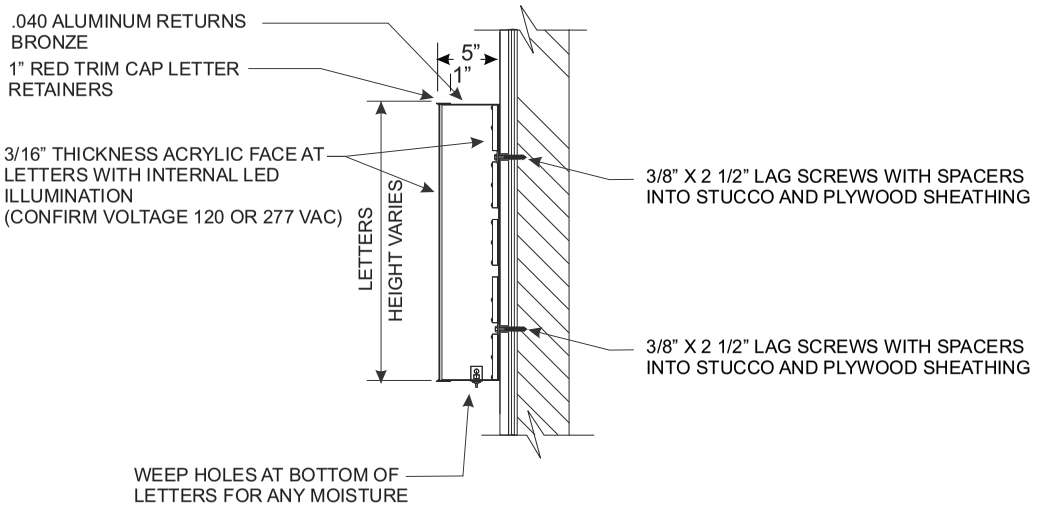
A BUIILDING FASCIA LETTERS & ICON

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

1.71' X 15.5'= 26.5 SQ FT

2 LB. EACH LETTER

INDIVIDUAL ALUMINUM PAN CHANEL LETTERS WITH 5" DEPTH BRONZE 313E RETURNS
278-0 RED ACRYLIC FACE WITH 1" RED TRIM CAP RETAINERS
INTERNAL RED LED ILLUMINATION (CONFIRM 120 VAC OR 277 VAC)
POWER SUPPLIES BEHIND WALL CONFIRM ACCESS



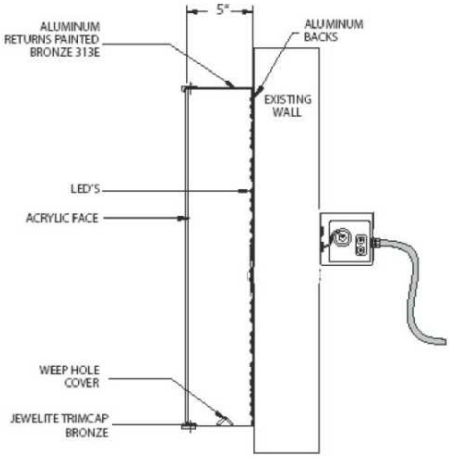
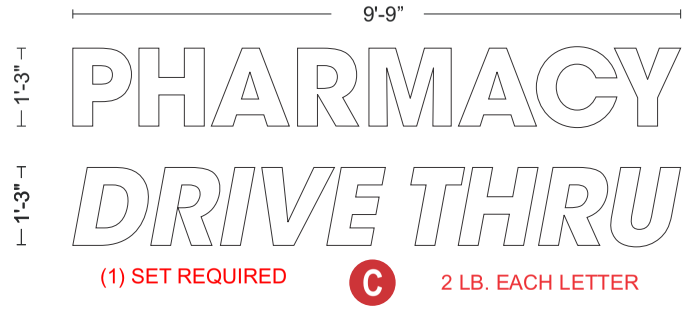


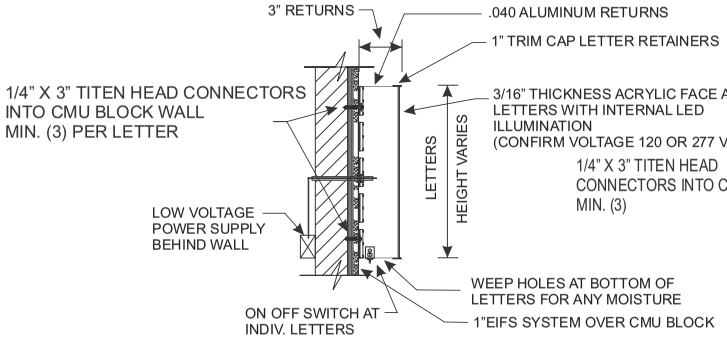
EXHIBIT 'H'



(1) SET REQUIRED

C 2 LB. EACH LETTER

"PHARMACY DRIVE THRU" LETTERS: INDIVIDUAL ALUMINUM PAN CHANEL LETTERS WITH 3" DEPTH RETURNS BRUSHED SILVER PRE-FINISHED ALUMINUM
WHITE ACRYLIC FACE WITH 1" WHITE TRIM CAP RETAINERS
INTERNAL WHITE LED ILLUMINATION 4.0 AMPS @ 120 VAC OR 277 VAC
CONFIRM POWER SUPPLIES BEHIND WALL OR IN EXPOSED METAL RACEWAY (CMU WALL)



SECTION DETAIL

2.0 AMPS @ 120 VAC OR 1.0 AMPS @ 277 VAC
40 LB. SIGN WEIGHT



D (1) REQUIRED
SCALE: 1/4"=1'-0"

A Single faced internally illuminated wall mount logo disk. Cabinet to be 3"(76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16"(5mm) Acrylite 015-2GP. 1"(25mm) black trimcap with square head screws retainer edging.

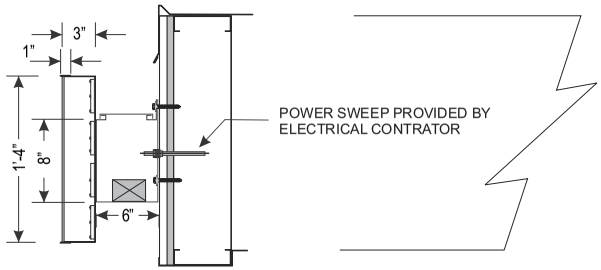
B Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.

C Internally illuminate logo disk with Lumificient™ white LED's installed to back of disk. Power with self-contained Lumificient™ power supply contained with an U.L. enclosure covered in white vinyl film. Fasten to wall with required fasteners.

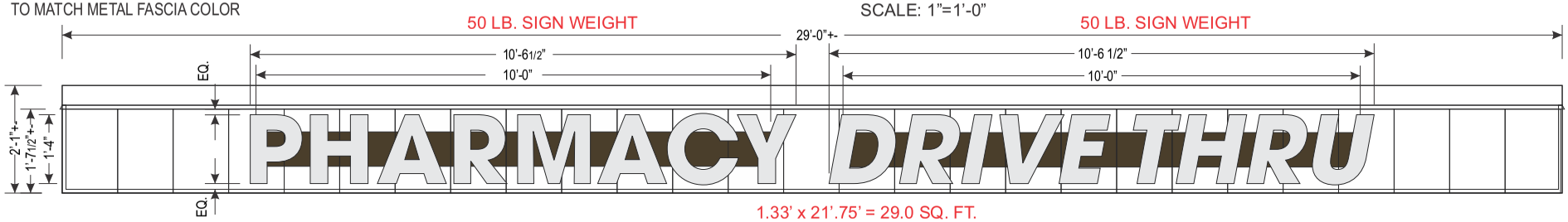
E

"PHARMACY DRIVE THRU" LETTERS: INDIVIDUAL ALUMINUM PAN CHANEL LETTERS WITH 3" DEPTH RETURNS BRUSHED SILVER PRE-FINISHED ALUMINUM
WHITE ACRYLIC FACE WITH 1" WHITE TRIM CAP RETAINERS
INTERNAL WHITE LED ILLUMINATION 4.0 AMPS
METAL RACEWAY PAINTED TO MATCH BENJAMIN MOORE BM#2133-10 ONYX SATIN FINISH TO MATCH METAL FASCIA COLOR

3/8" X 2" SCREWS THRU METAL OVER PLYWOOD AND METAL STUDS
MIN. (3) AT TOP OF RACEWAY
(3) AT TOP OF EACH AND (3) INSIDE AS SHOWN

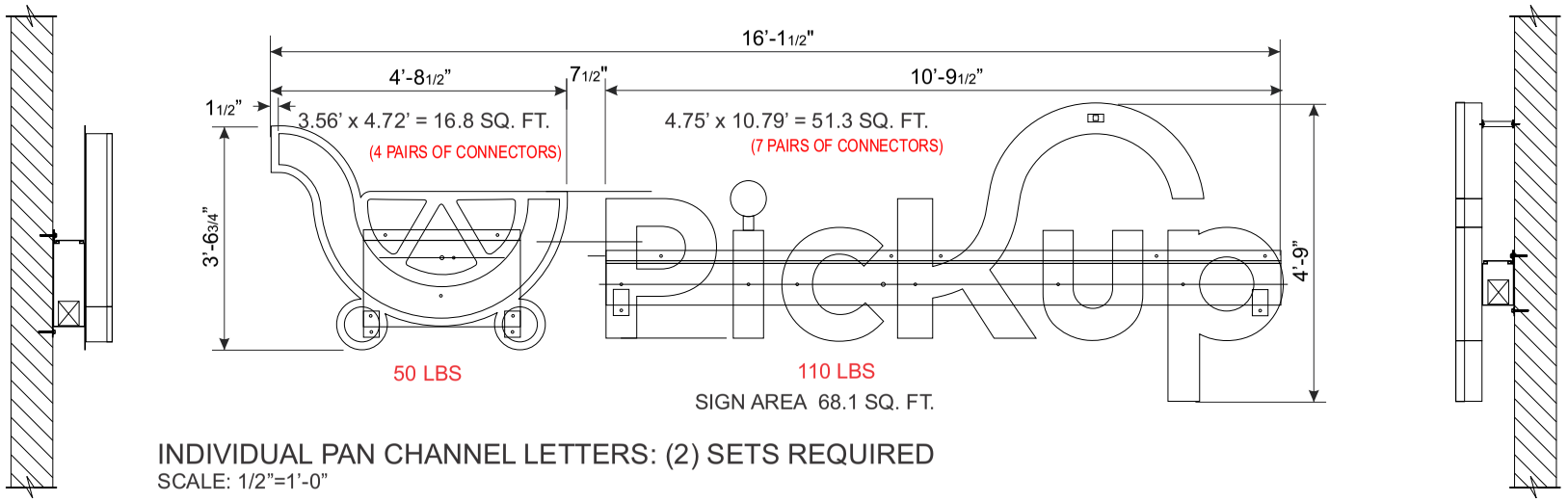


PARTIAL SECTION DETAIL DRIVE THRU PHARMACY LETTERS:
SCALE: 1"=1'-0"



1.33' x 21'.75' = 29.0 SQ. FT.

EXHIBIT 'H'

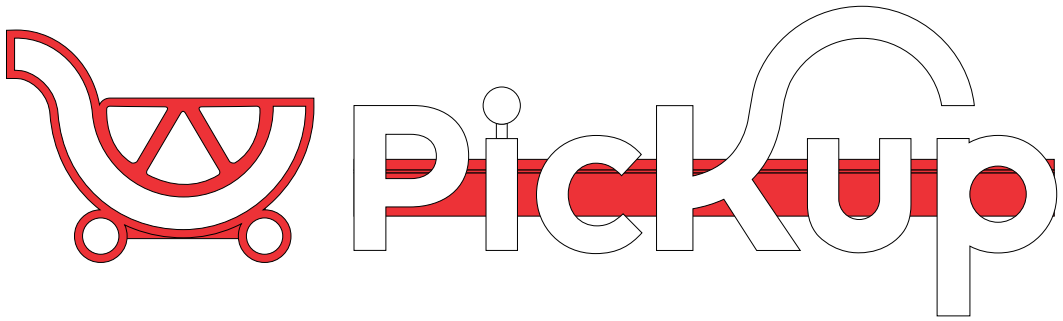


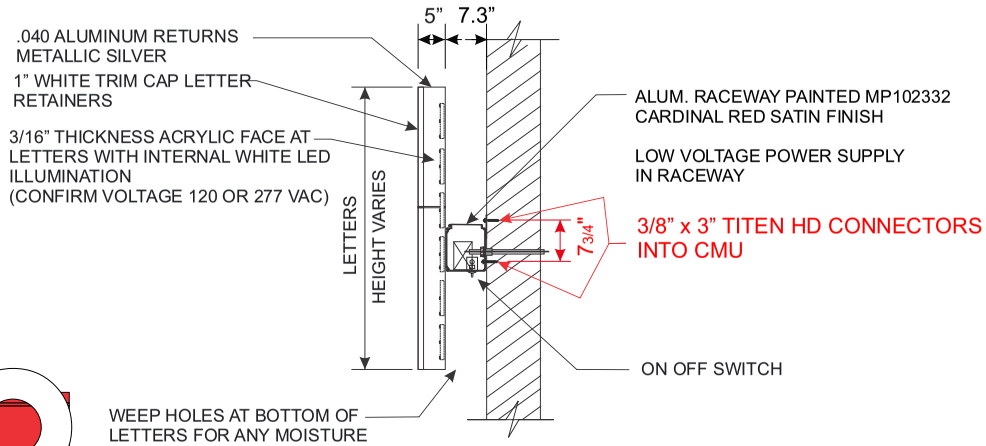
INDIVIDUAL PAN CHANNEL LETTERS: (2) SETS REQUIRED

SCALE: 1/2"=1'-0"

B F

INDIVIDUAL ALUMINUM PAN CHANEL LETTERS WITH 5" DEPTH RETURNS
BRUSHED SILVER PRE-FINISHED ALUMINUM
WHITE ACRYLIC FACE WITH 1" WHITE TRIM CAP RETAINERS
INTERNAL WHITE LED ILLUMINATION 5.0 AMPS @ 120 VAC OR 277 VAC
POWER SUPPLIES IN EXPOSED METAL RACEWAY PAINTED
CARDINAL RED Mp102332 SATIN SMOOTH FINISH





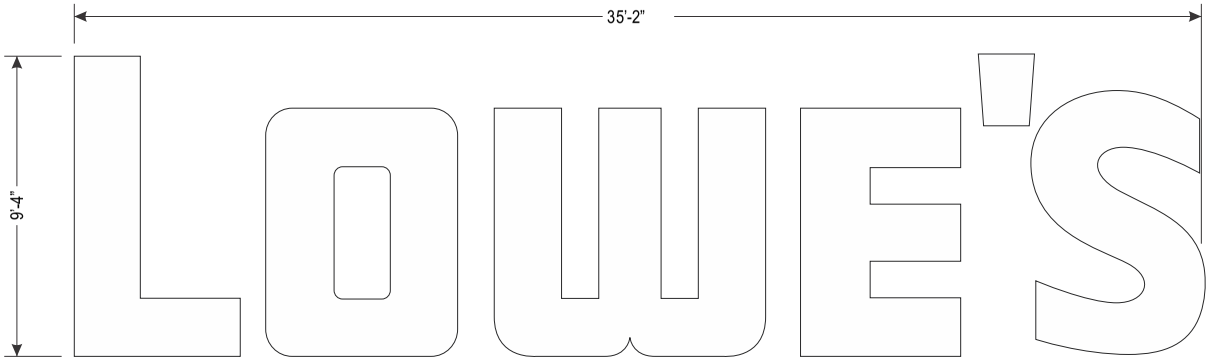
LETTERS MOUNTING DETAIL

EXHIBIT 'H'





NORTH FRONT ELEVATION



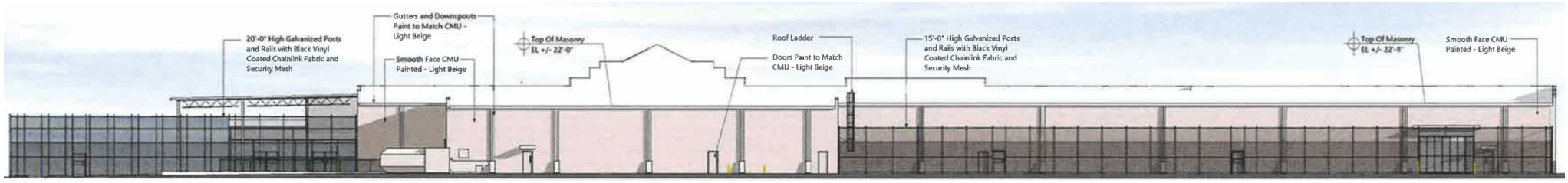
NORTH FRONT ELEVATION SCALE: 1/4"=1'-0"

NOTE: FABRICATION TO MATCH CORPORATE SPECIFICATIONS:
CONFIRM OPEN PAN CHANNEL LETTERS WITH 8"+- WHITE ALUMINUM RETURNS
CONFIRM FACE WHITE ACRYLIC OR POLYCARBONATE MOLDED FACES
RETAINER TYPE TO MATCH CORP.
INTERNAL WHITE LED ILLUMINATION
CONFIRM MOUNTING METHOD AS PER CORP. SPECS

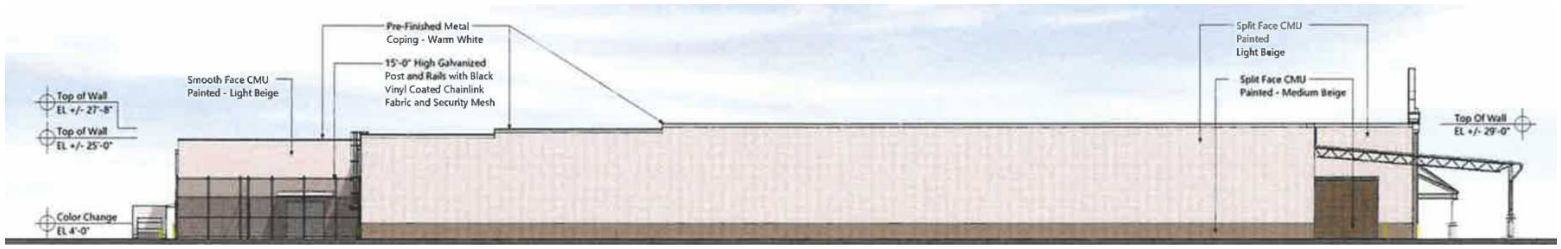
BUILDING ELEVATIONS SCALE: 1/32"=1'-0"

Wall Signage Only

EXHIBIT 'H'



SOUTH REAR ELEVATION



EAST LEFT SIDE ELEVATION



SINGLE FACE SIGN CABINETS TO MATCH CORPORATE SPECIFICATIONS
INTERNALLY ILLUMINATED WITH LED LIGHTING
CONFIRM VOLTAGE REQUIREMENTS AND MOUNTING TYPE TO WALL AS PER CORP. STANDARDS

Wall Signage Only

EXHIBIT 'H'

Exhibit ' I '



Keynotes

1. 30.0' Max Fixture Height Light Pole
2. 15.0' 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 = 110,407

≈ 111,000 Lumens per gross acre

Scale: 1" = 200'

200' 0 200' 400'

AWA

Site Lighting

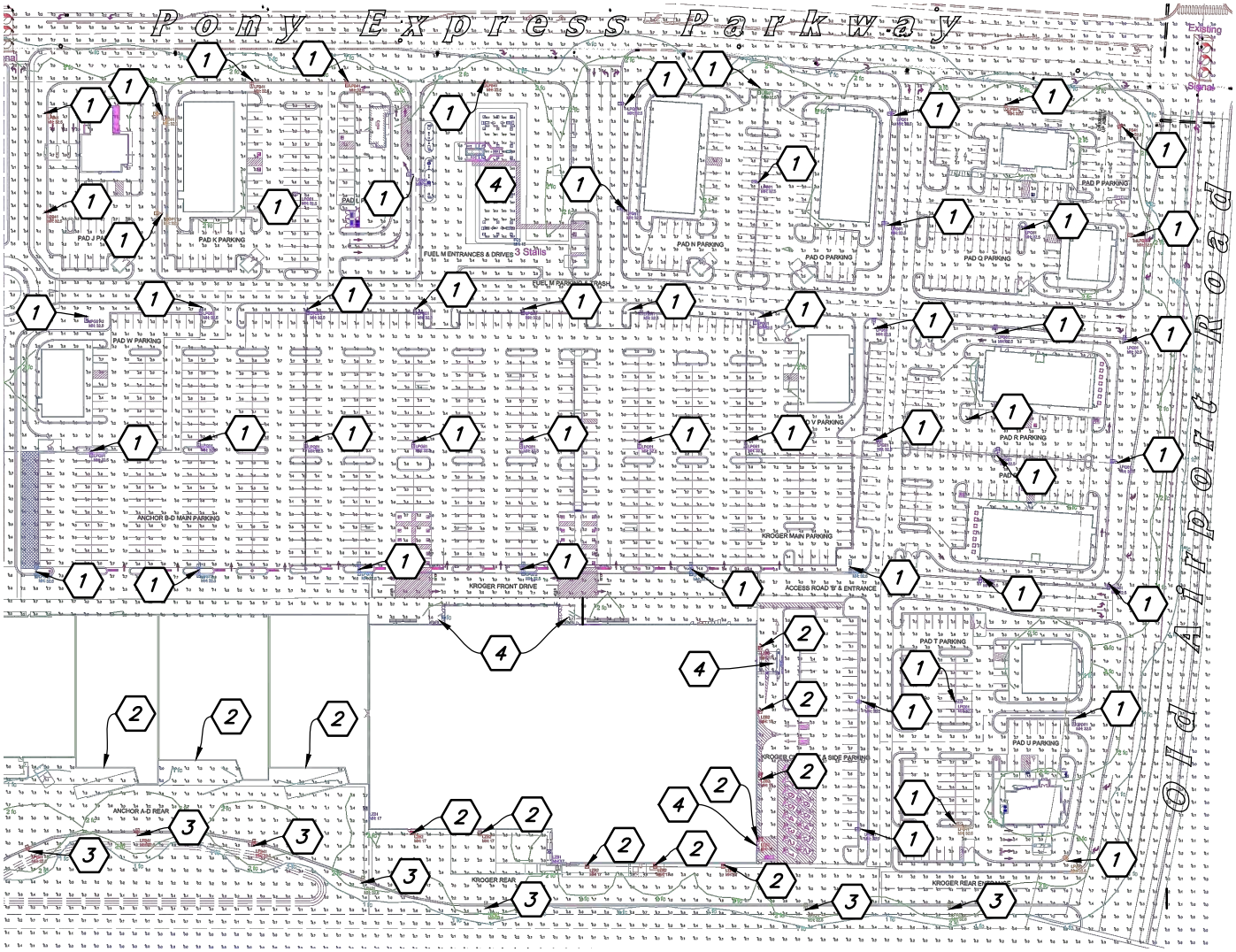
Eagles Landing

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 '



Keynotes

1. 30.0' Max Fixture Height Light Pole
2. 15.0' Wall Pack Light
3. 22.5' Fixture Height Light Poles
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AWA

Site Lighting

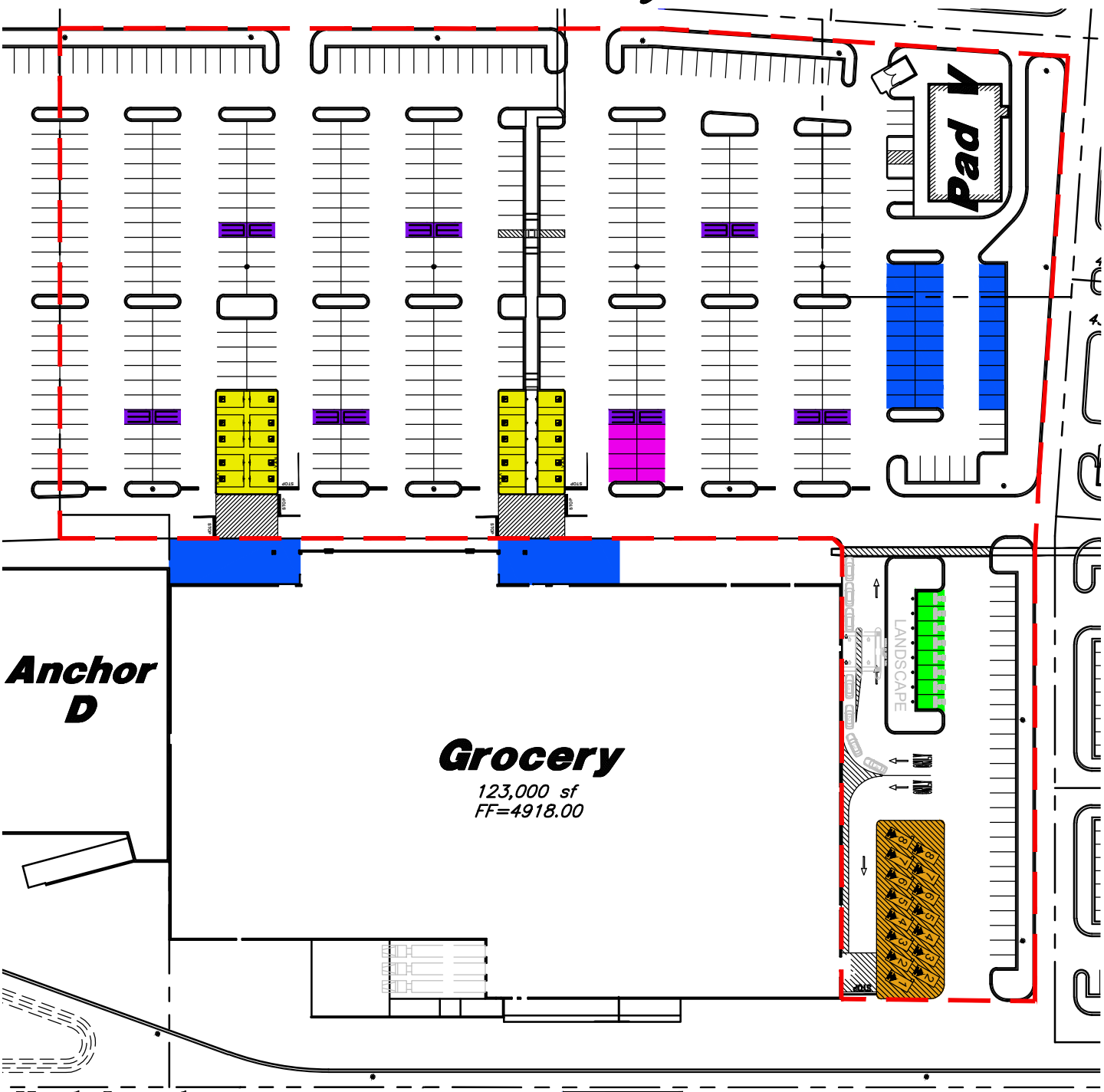
Eagles Landing

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

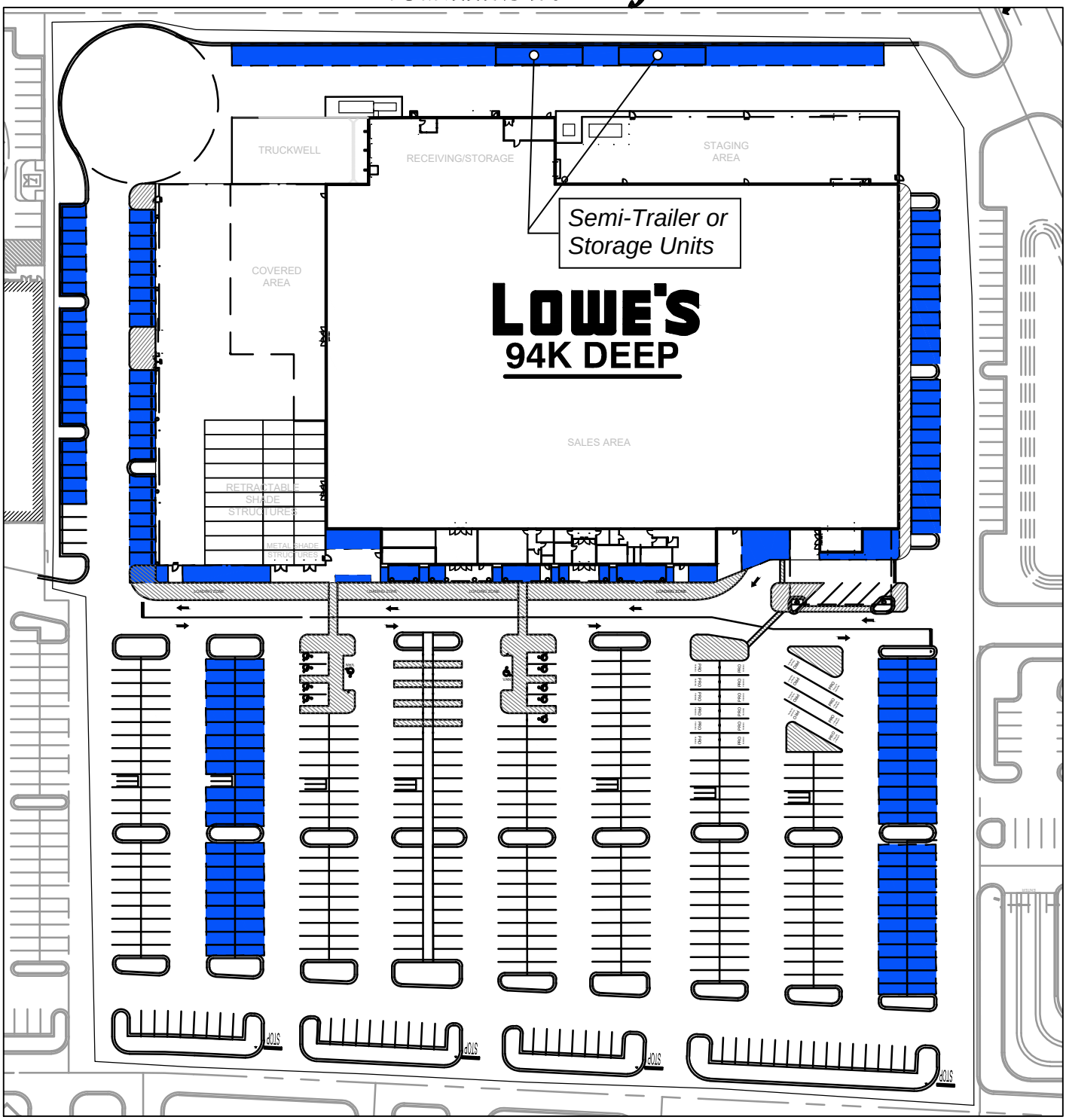
Eagles Landing

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

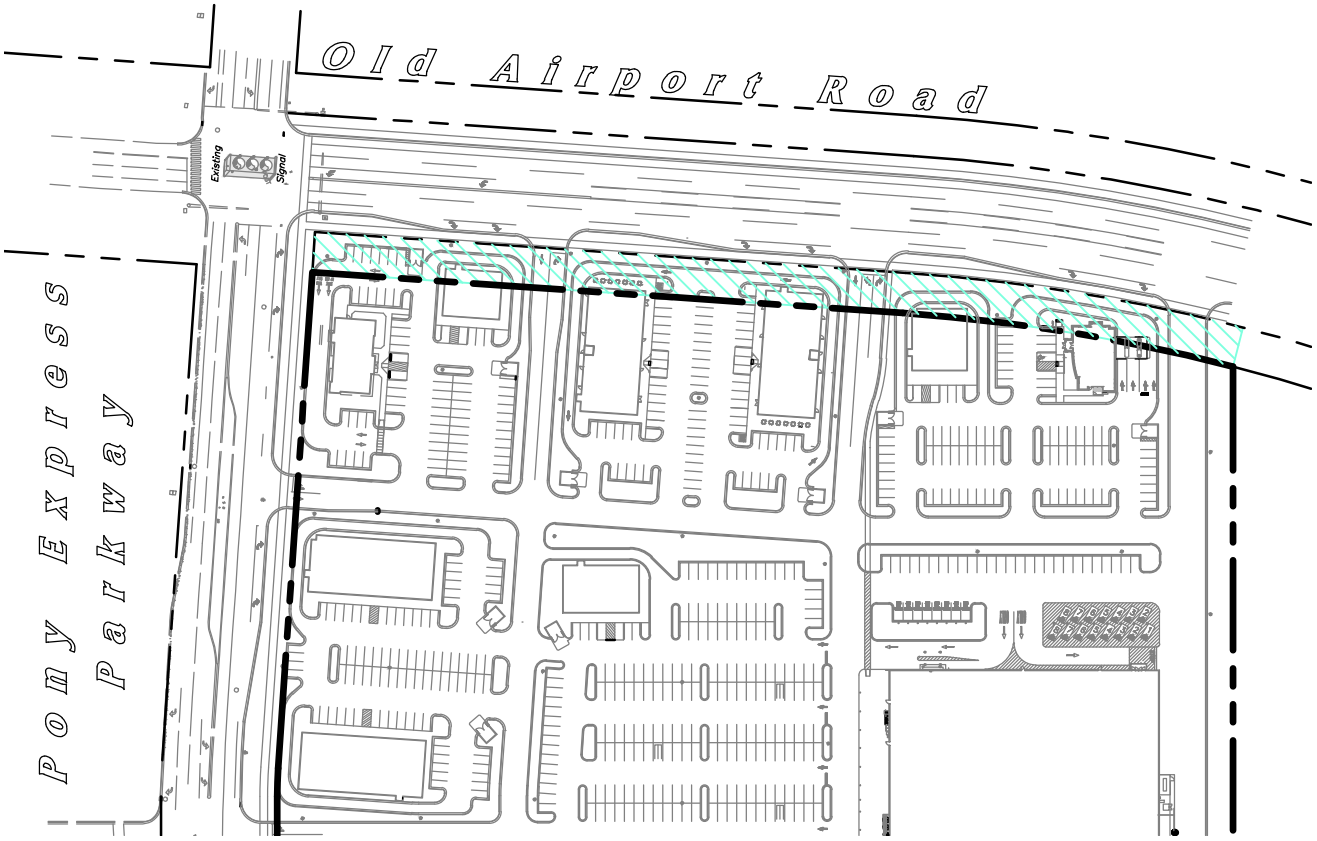
Outdoor Storage / Seasonal Sales

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'

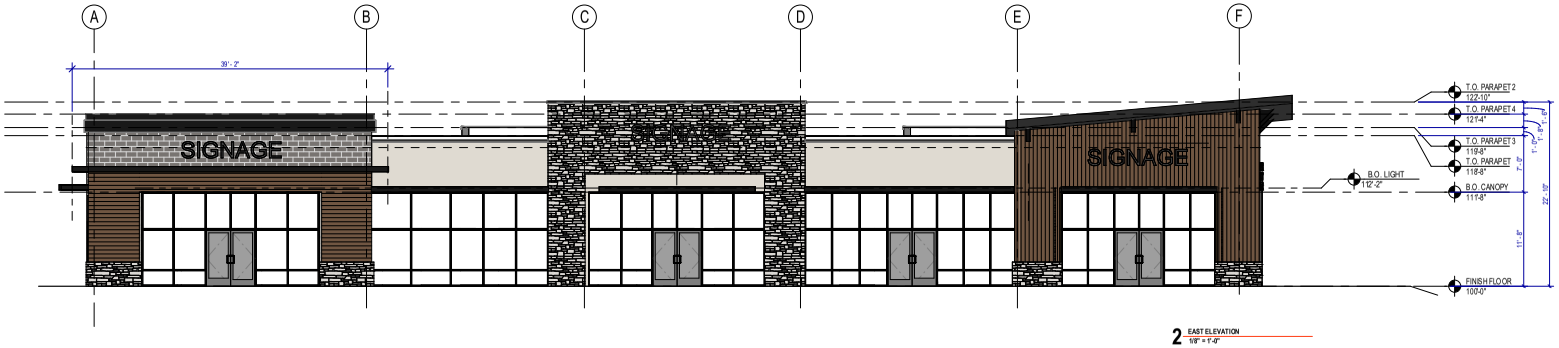
AWA	**ROW Purchase Option Exhibit** **Eagles Landing** Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	Sheet No. **EX1.0**	Design By: TW Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

MATERIAL LEGEND	
	HARDY BOARD - COLOR TO MATCH SMOOTH IVORY CMU
	NICHIHA CLADDING - VINTAGE WOOD CEDAR
	SUNCOR CMU - RUNNING BOND - SMOOTH - DEEP BROWN
	CULTURED STONE - BUCKS COUNTY - DRESSED FIELDSTONE
	METAL PANEL - RAL 9004

GENERAL NOTES - ELEVATIONS

A SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
B COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE. SEE SHEET A521
C SEE ROOF PLAN FOR ALL ROOF SLOPES.

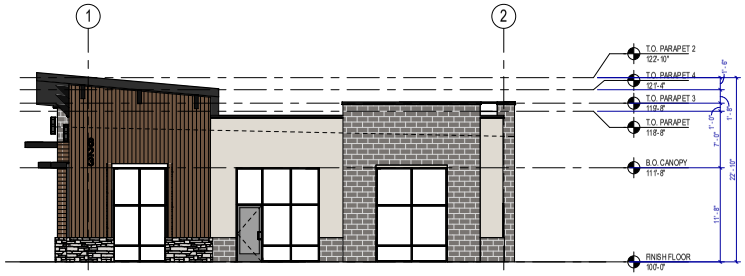
KEYED NOTES



2 EAST ELEVATION
1/8" = 1'-0"

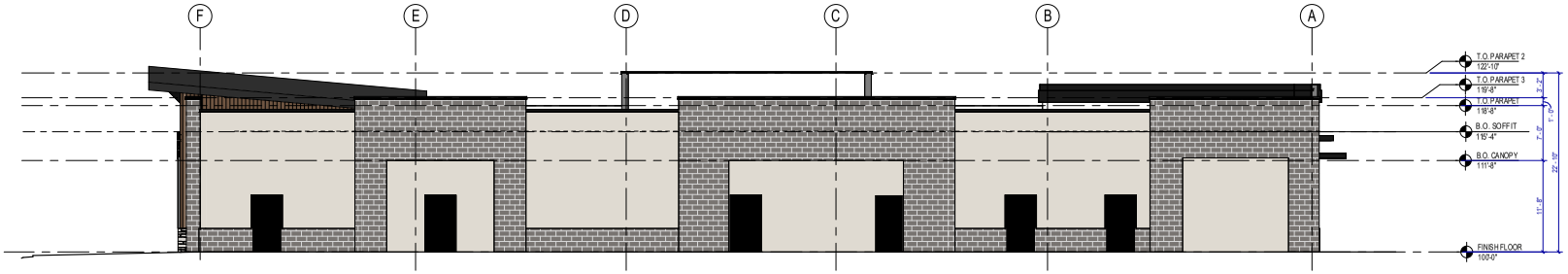


3 SOUTH ELEVATION
1/8" = 1'-0"



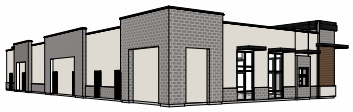
GLAZING CALCULATIONS: 128.39SF/310.39SF = .41
GLASS AREA PERCENTAGE: 41%

1 NORTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

Exhibit 'L'



1 NORTH WEST VIEW



2 NORTH EAST VIEW



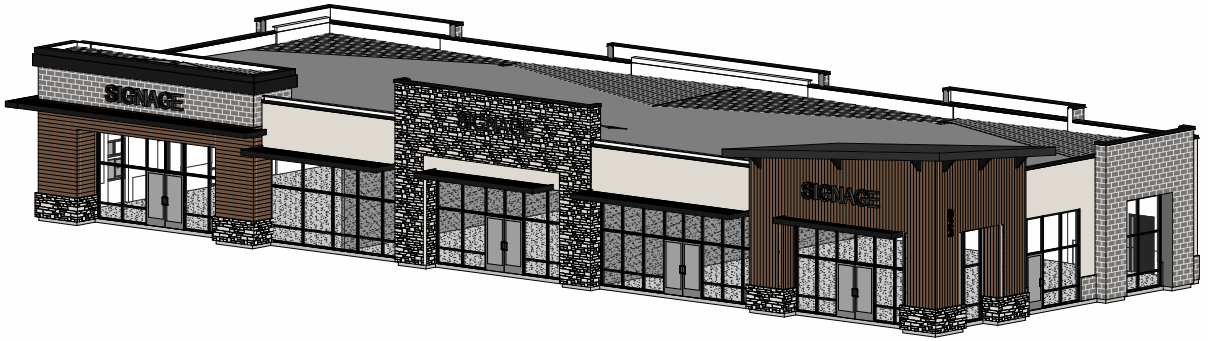
3 SOUTH WEST VIEW



4 SOUTH EAST VIEW



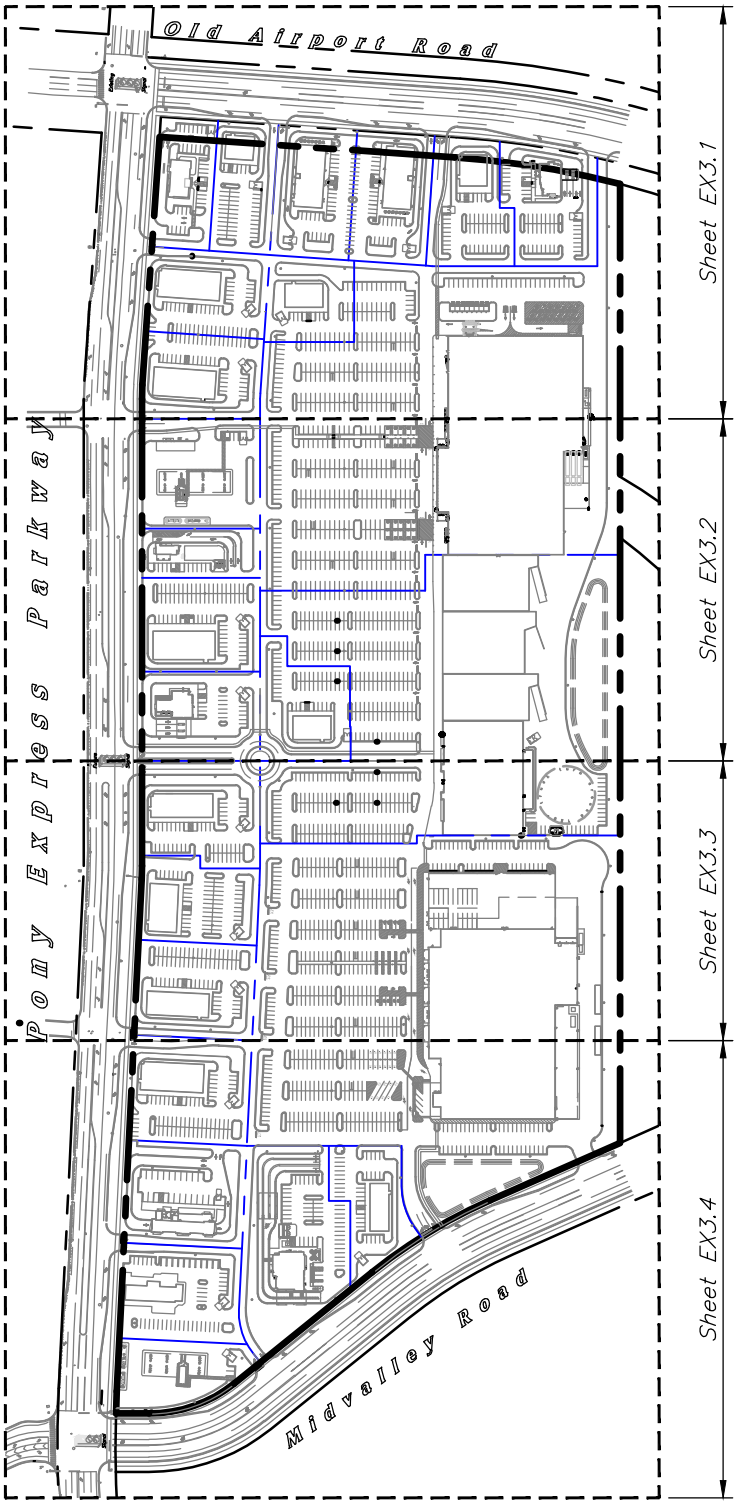
5 ORTHOGRAPHIC 1



6 ORTHOGRAPHIC 2

Exhibit 'L'

Exhibit ' M '

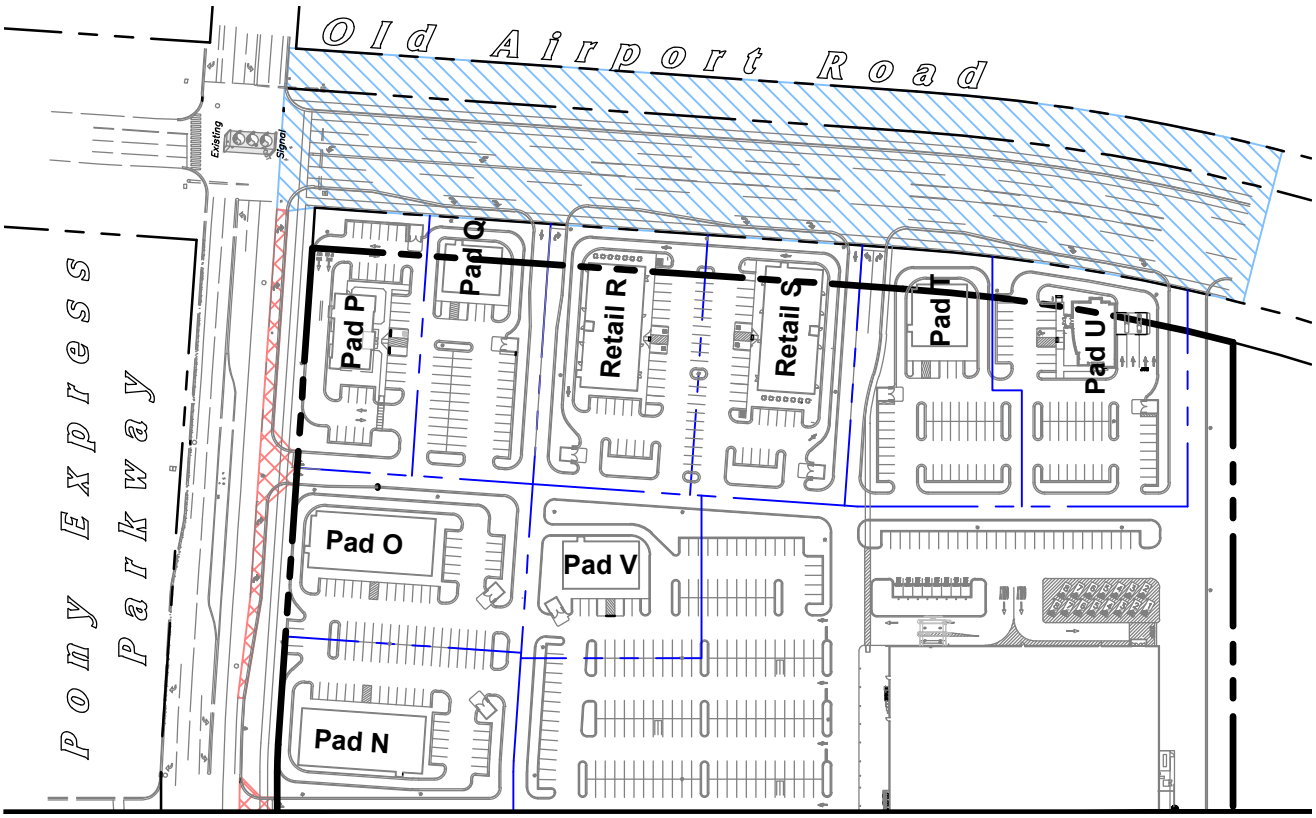


Scale: 1" = 400'

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

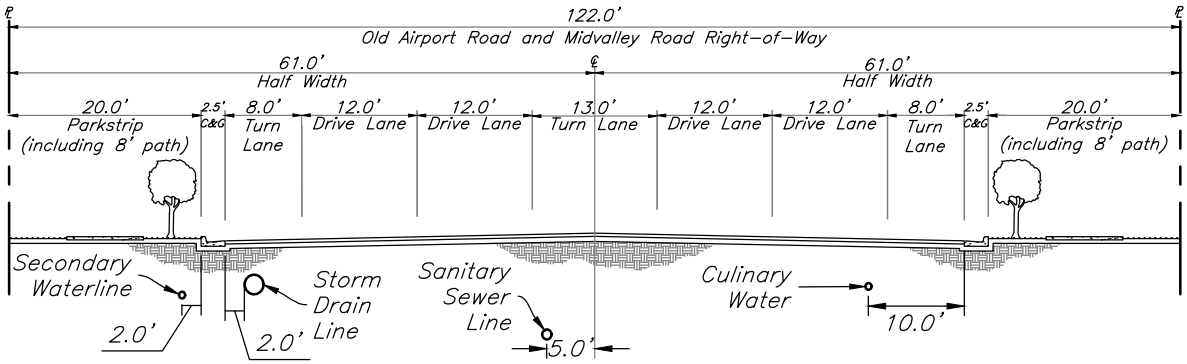
Denote Old Airport Road Roadway and Utility Improvements

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

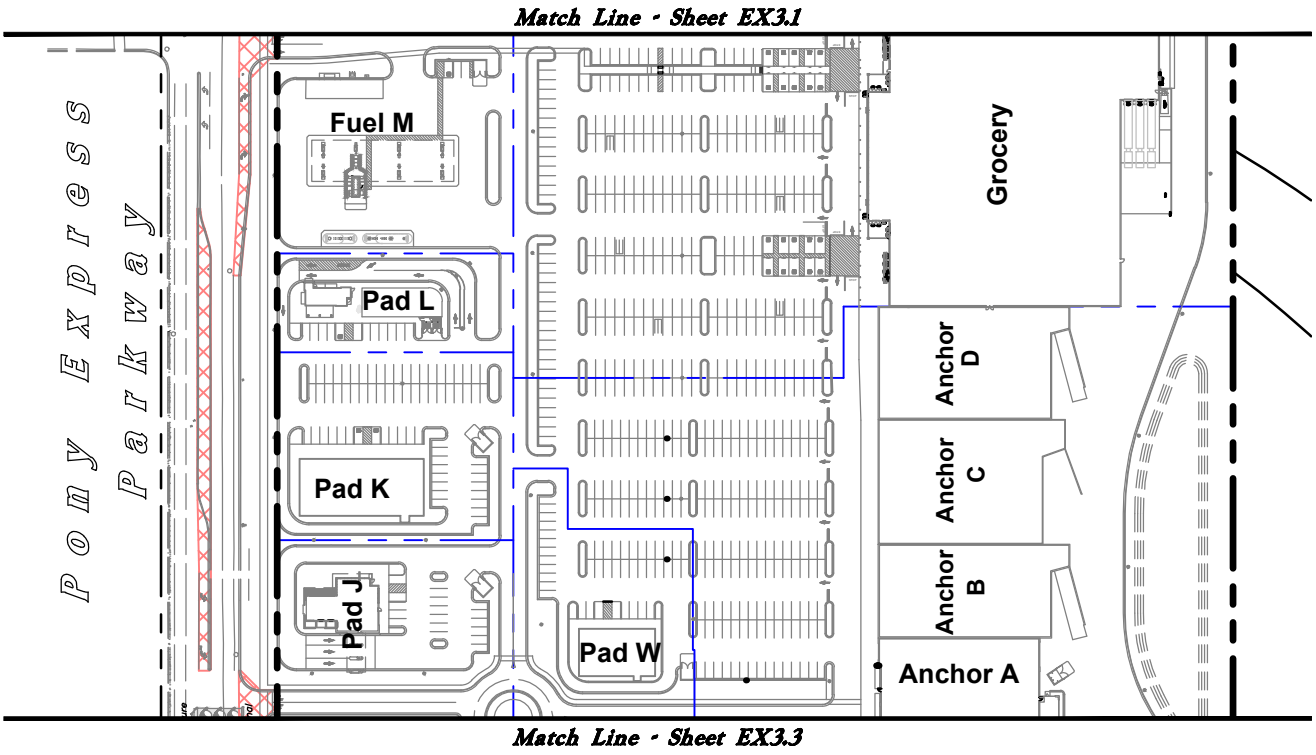
Eagles Landing

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

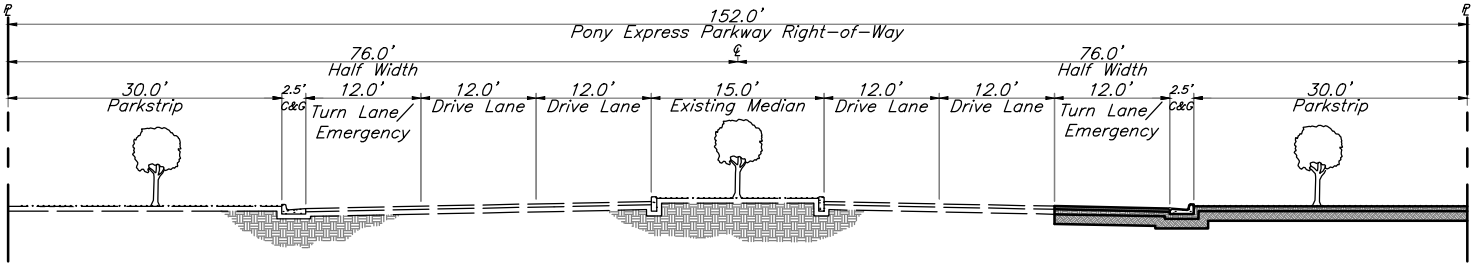
Denote Old Airport Road Roadway and Utility Improvements

Denote Midvalley Road Roadway and Utility Improvements.

Denote Pony Express Parkway Roadwayand Utility Improvements.

Scale: 1" = 200'

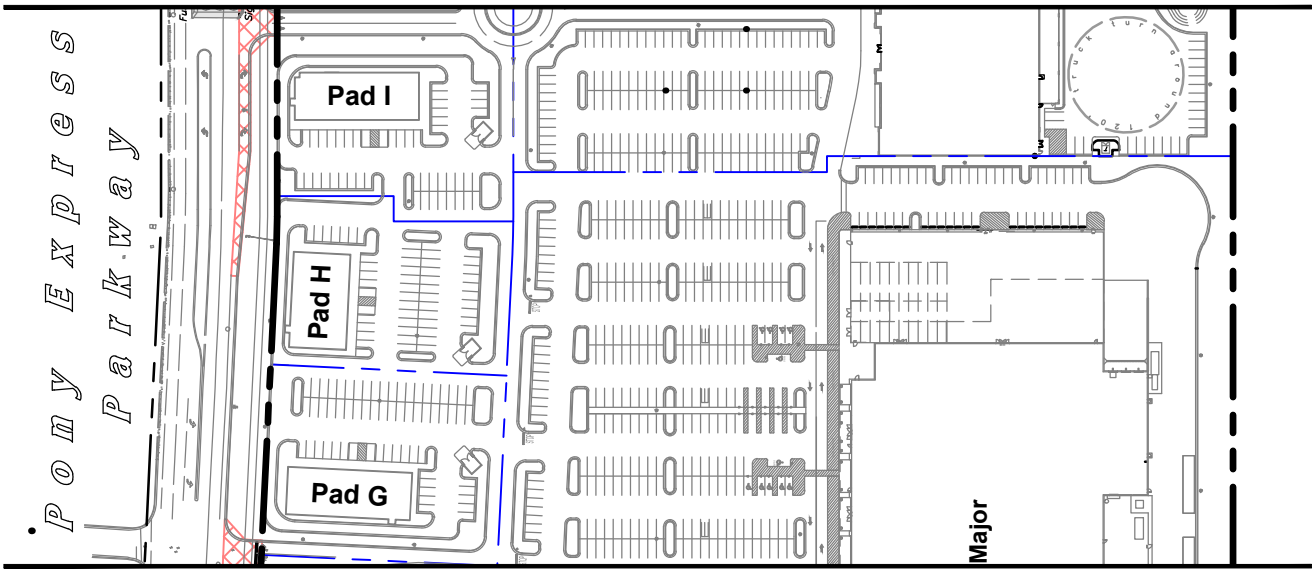
200' 0 200' 400'



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



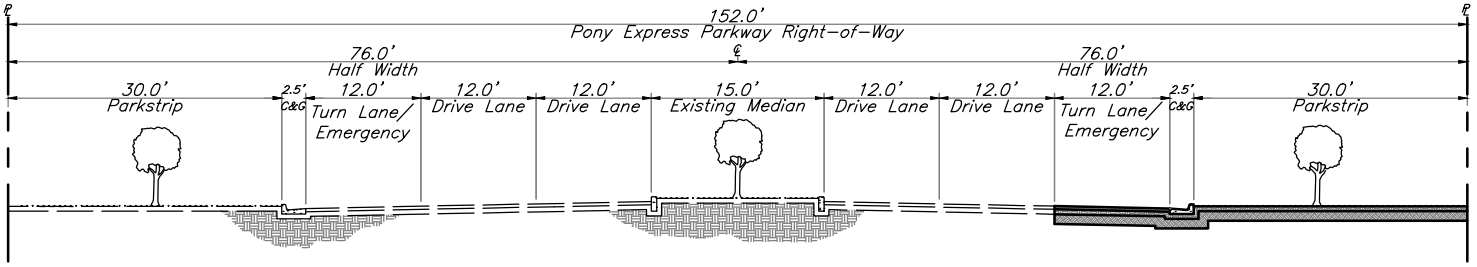
Match Line - Sheet EX3.4

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'

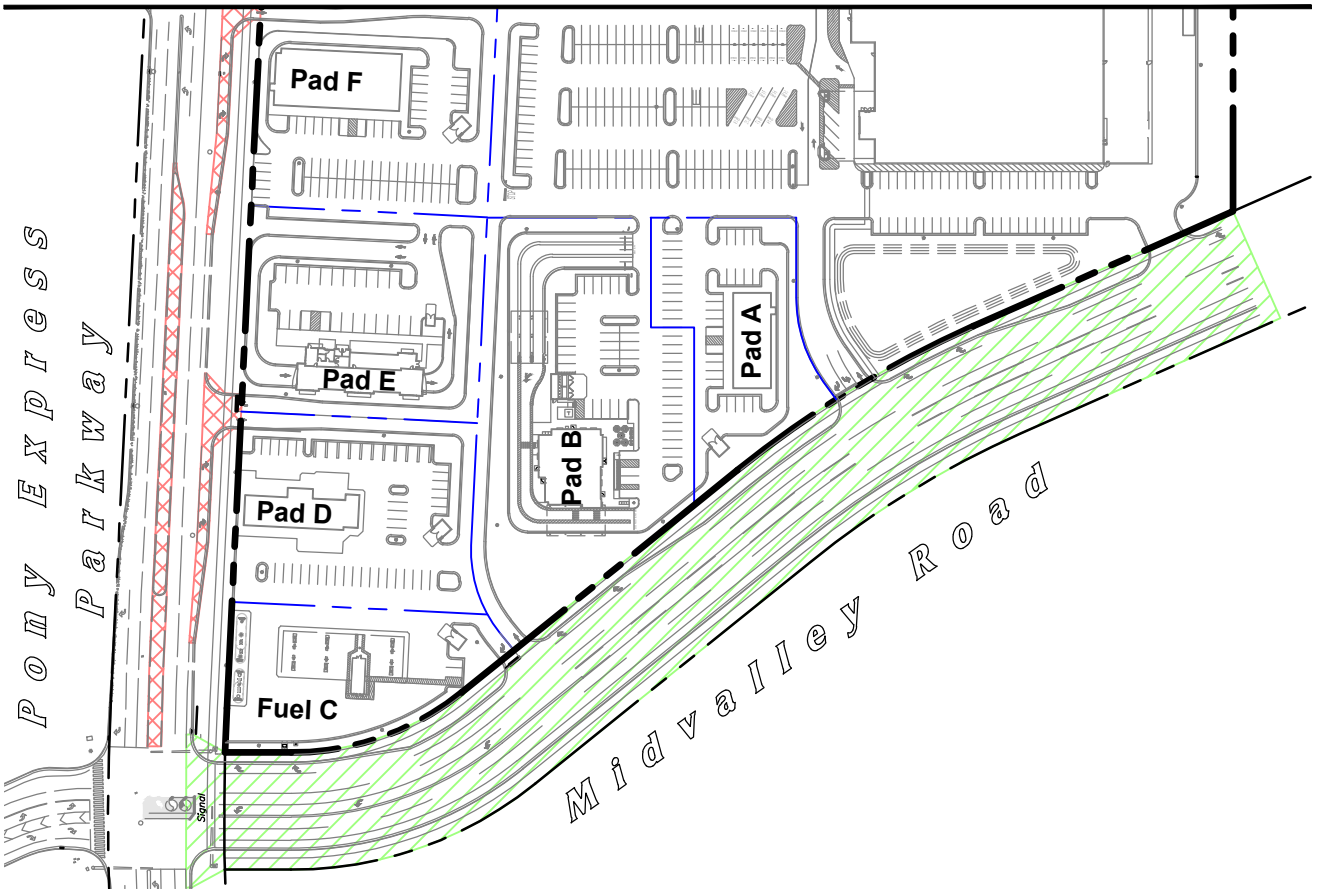
200' 0 200' 400'



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

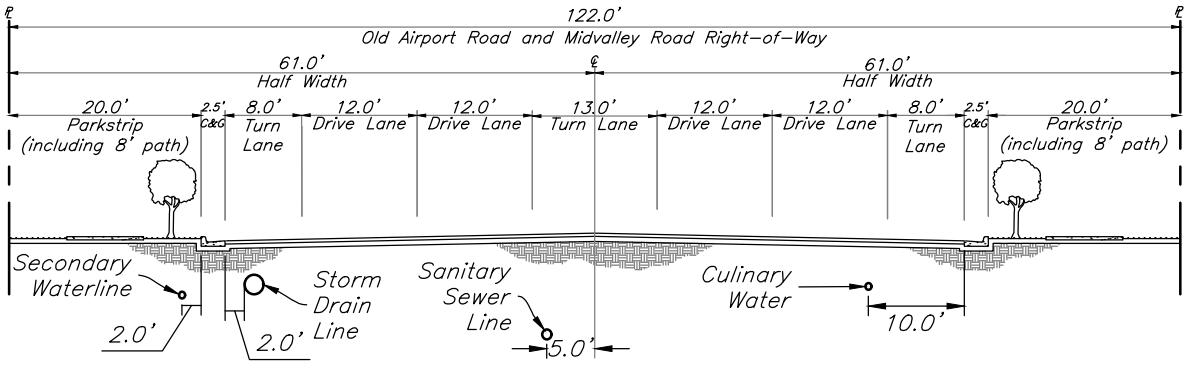
Denote Old Airport Road Roadway and Utility Improvements

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.	Design By: TW
	Eagles Landing Pony Express Parkway & Old Airport RD Eagle Mountain, Utah	**EX1.4**	Drafted By: GV Client Name: Terra Smith's Eagle Mountain I, LLC **15 Jan, 2026**

Exhibit ' M '

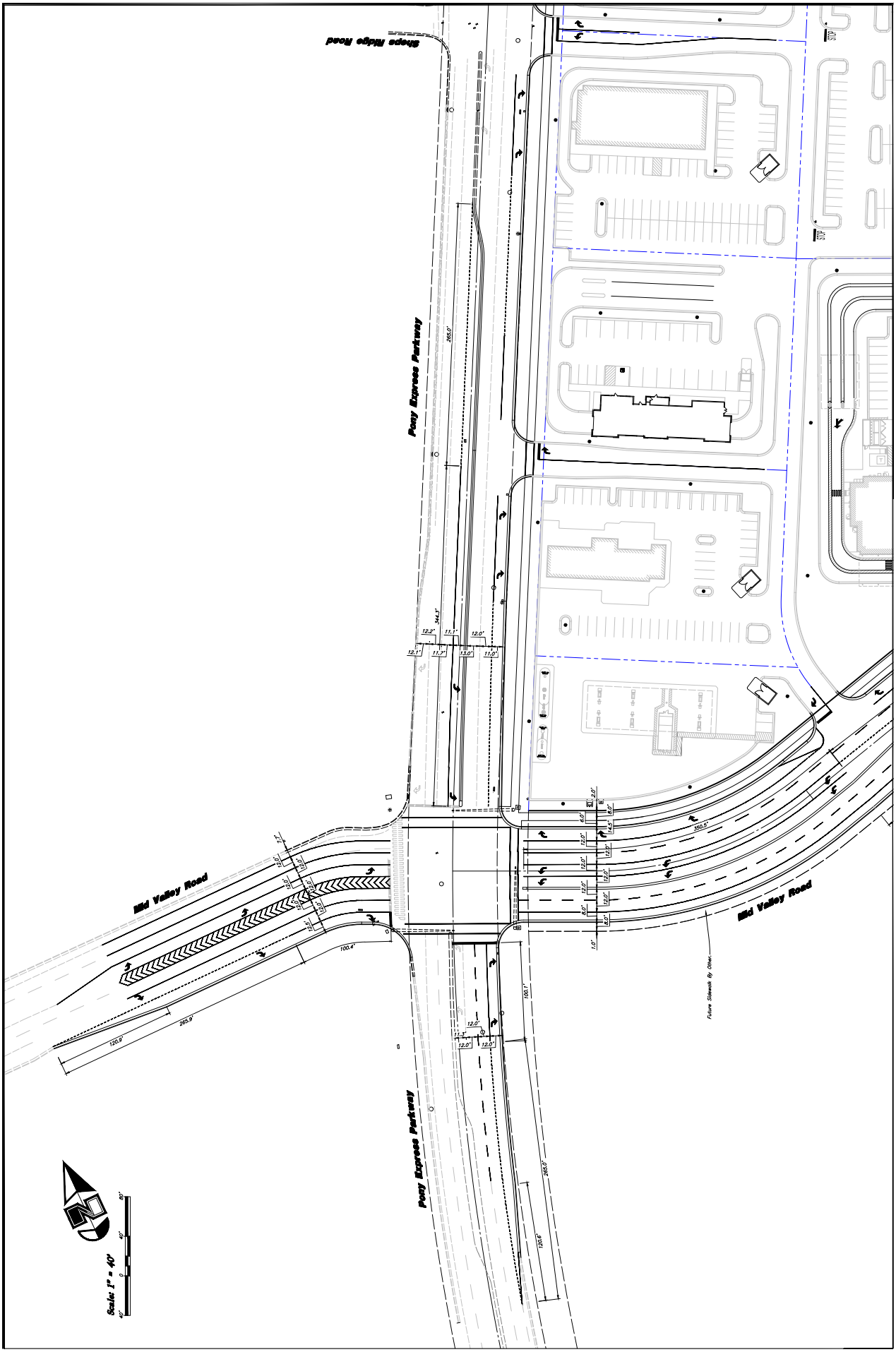
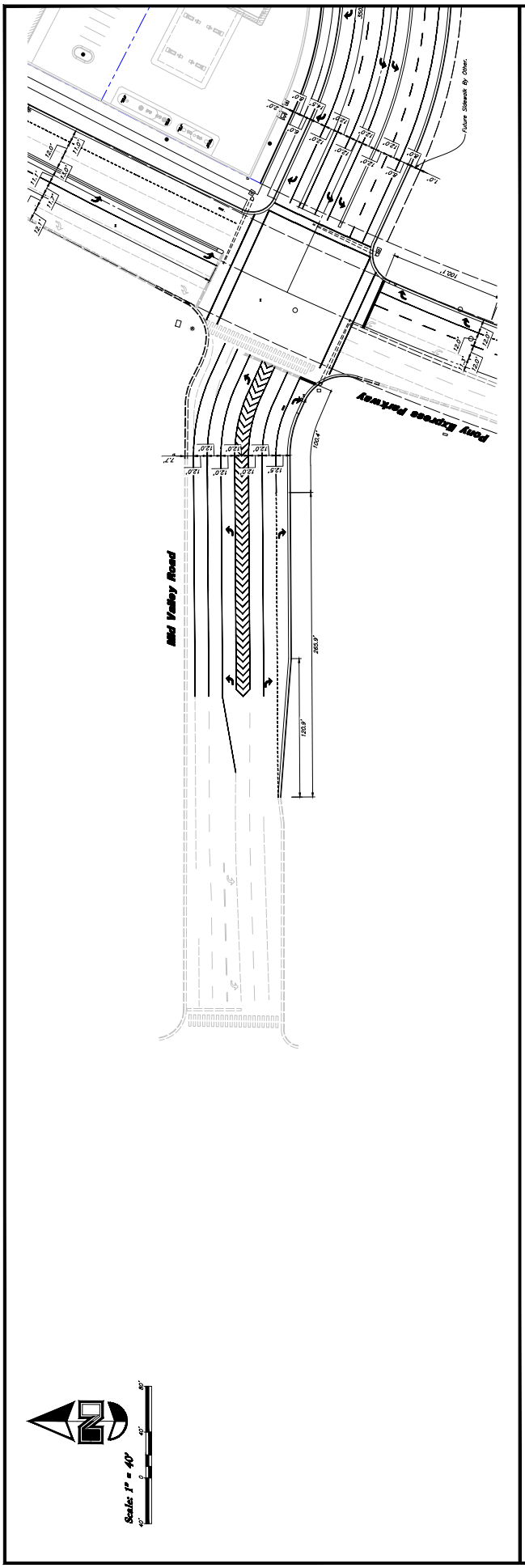

Shoppe Ridge Road
Pony Express Parkway
Mid Valley Road
Mid Valley Road
Pony Express Parkway
Future Sidewalk By Other
Scale: 1" = 40'

Exhibit ' M '


Future Sidewalk By Other.
Pony Express Parkway
Mid Valley Road
Scale: 1" = 40'

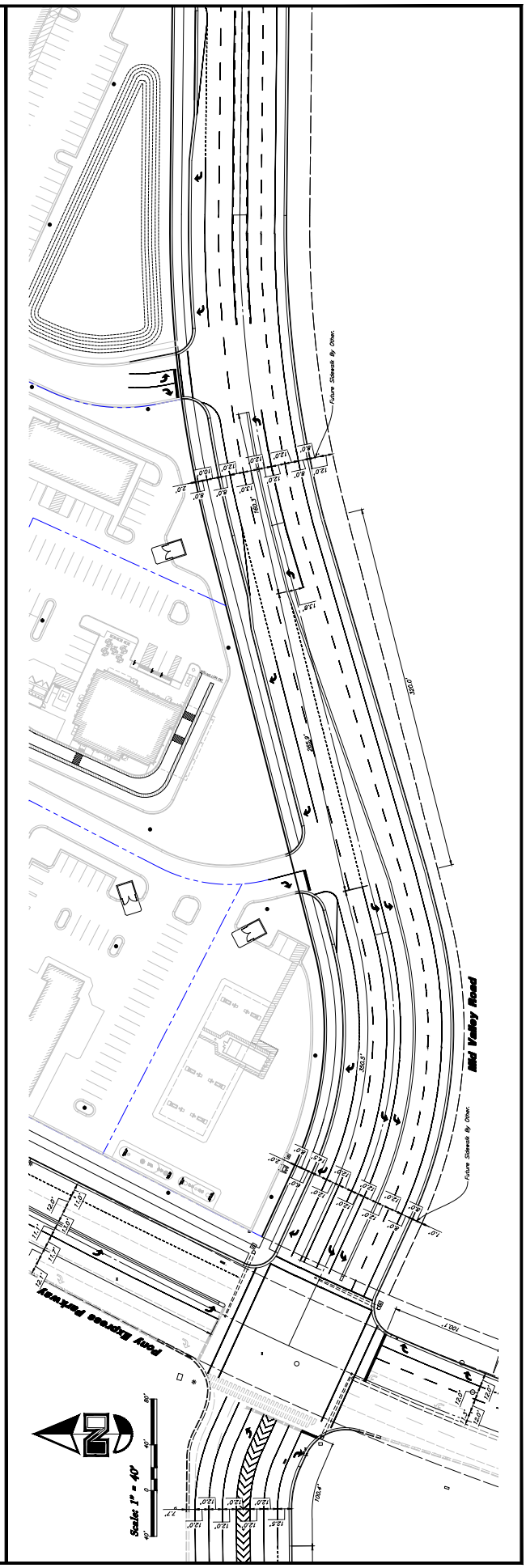

Future Sidewalk By Other.
Pony Express Parkway
Mid Valley Road
Scale: 1" = 40'

Exhibit ' M '

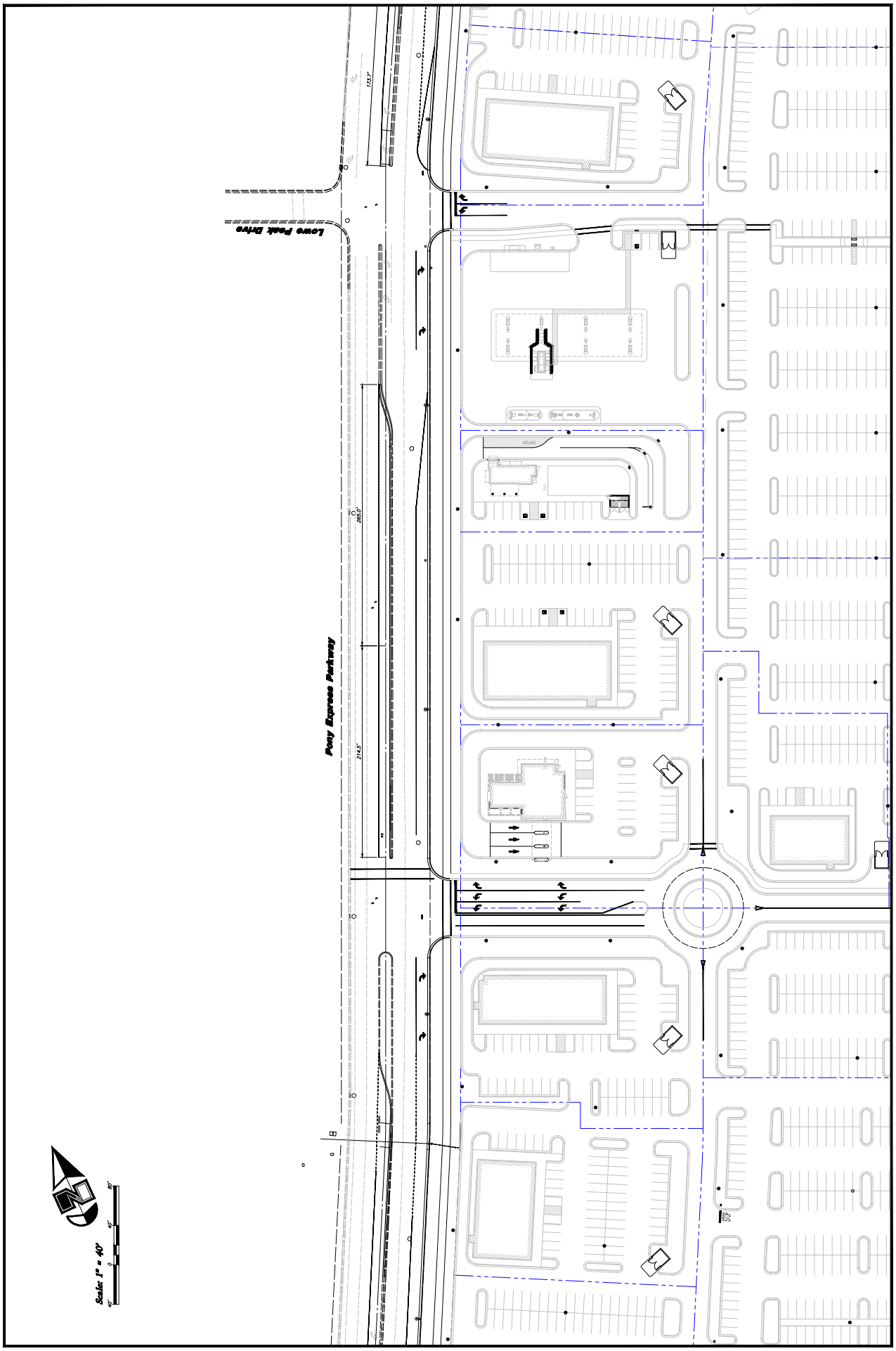


Exhibit ' M '

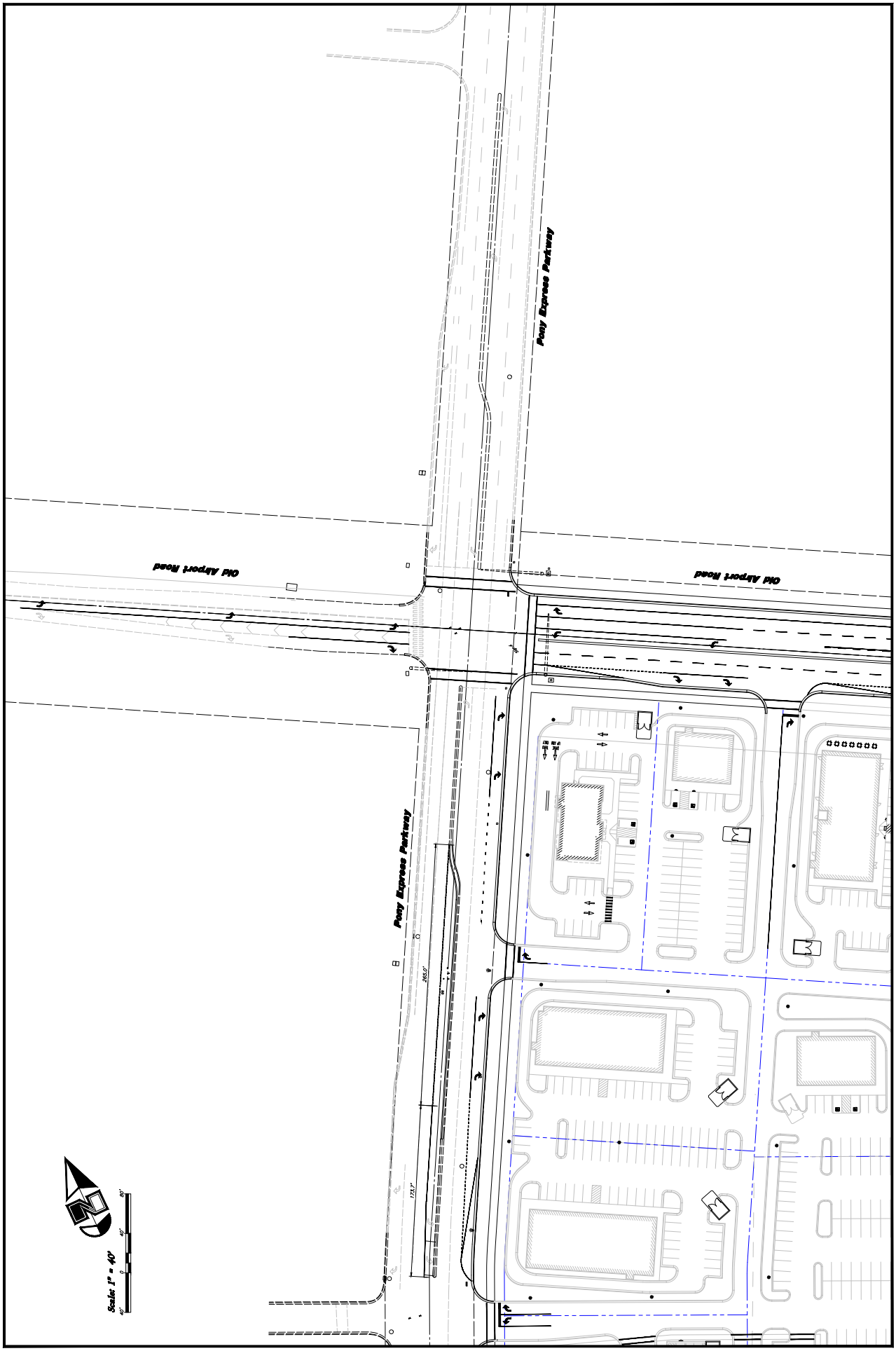
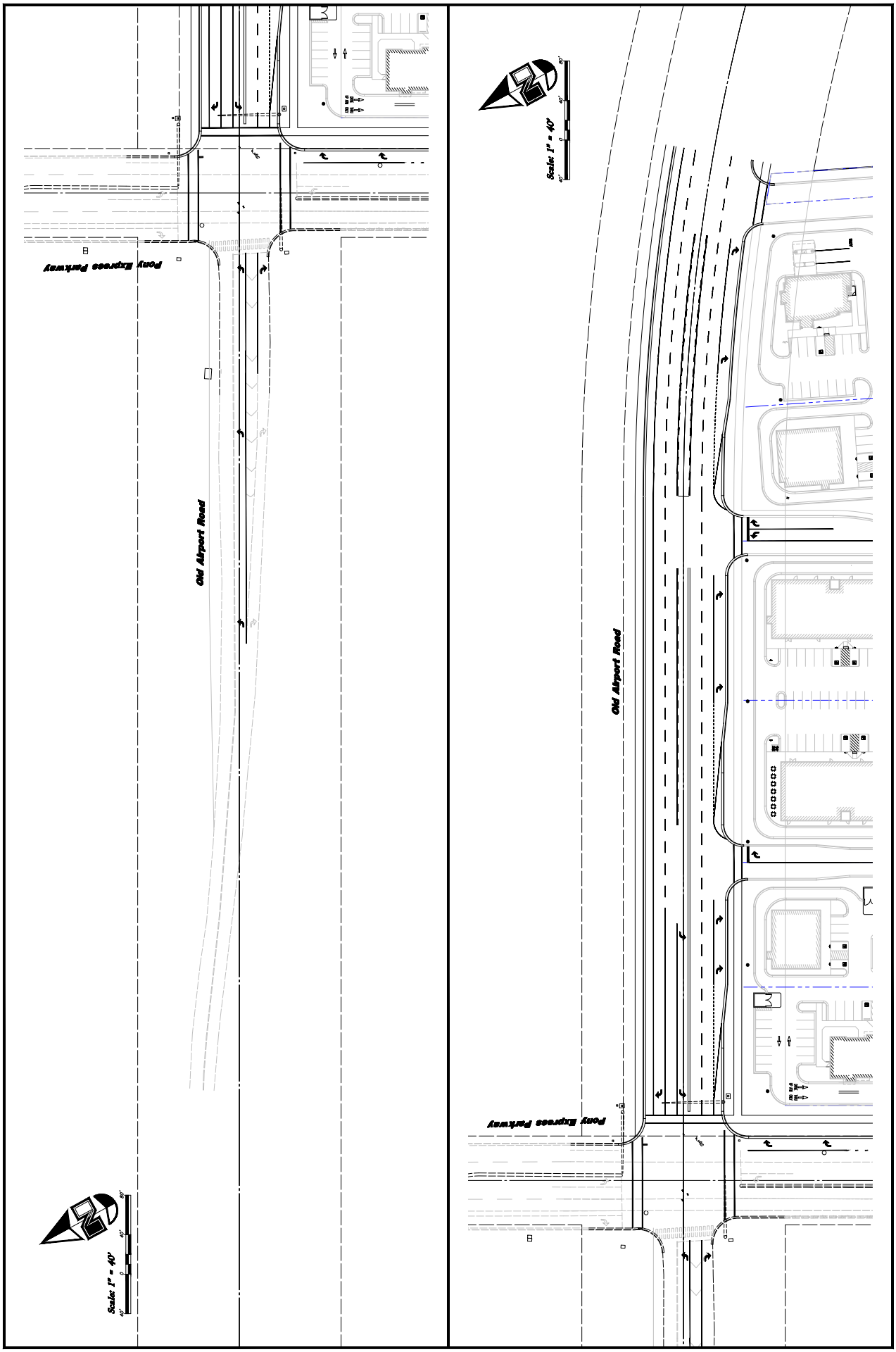

Old Airport Road
Pony Express Parkway
Old Airport Road
Pony Express Parkway
Scale: 1" = 40'
0
40'
80'

Exhibit ' M '


Pony Express Parkway
Old Airport Road
Scale: 1" = 40'
Pony Express Parkway
Old Airport Road
Scale: 1" = 40'