



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

APRIL 28, 2026, 5:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

1.A. Agenda Review

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

5.A. April 14, 2026, Planning Commission Meeting Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

7.A. PUBLIC HEARING / ACTION ITEM — An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.10.030 Definitions and 17.25.040 Residential Development Standards.

BACKGROUND: *(Presented by Long Range Planner, Elizabeth Fewkes)* A proposal to add a definition for “Wildland Urban Interface (WUI) Boundary Lot” and amend the Residential Development Standards table to establish rear setback requirements for parcels adjacent to the WUI boundary as recommended by fire officials.

7.B. PUBLIC HEARING / ACTION ITEM — An Ordinance of Eagle Mountain City, Utah Amending the Eagle Mountain Municipal Code 16.15 Concept Plans.

BACKGROUND: *(Presented by Community Development Director, Brandon Larsen)* An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 16.15 Concept Plans.

7.C. PRELIMINARY PLAT - Spring Run Plaza

BACKGROUND: *(Presented by Planner, Steven Lehmitz)* The Eagle Mountain Planning Commission will conduct a public hearing for the proposed Spring Run Plaza Preliminary Plat, located at the northeast corner of Cory B. Wride Memorial Highway and Spring Run Parkway (Parcel No. 58:033:0628). The first phase of the development will create six lots for commercial development.

7.D. PUBLIC HEARING / ACTION ITEM — An Ordinance of Eagle Mountain City, Utah,

Approving the Spring Run Plaza Master Development Agreement.

BACKGROUND: *(Presented by City Attorney, Marcus Draper)* The City has negotiated a Master Development Agreement with Spring Run Parkway Partners II, LP and RCA65, LLC regarding a commercial development located on Spring Run Parkway across the street from Walmart. The Master Development Agreement implements the Master Development Plan approved on December 2, 2025. The property is being developed in accordance with the Commercial Community Zone. The Agreement provides for some exceptions to the zoning requirements and governs infrastructure improvements that are necessary to support the development.

8. **DISCUSSION ITEMS**
9. **AGENDA REVIEW**
10. **NEXT SCHEDULED MEETING**
11. **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.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
APRIL 28, 2026**

| | |
|-----------------------|-----------------|
| TITLE: | N/A |
| ITEM TYPE: | Discussion Item |
| FISCAL IMPACT: | |
| APPLICANT: | N/A |

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

PUBLIC HEARING

No

PREPARED BY

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
APRIL 28, 2026**

| | |
|-----------------------|-----------------------------------------------------|
| TITLE: | April 14, 2026, Planning Commission Meeting Minutes |
| ITEM TYPE: | Minutes |
| FISCAL IMPACT: | N/A |
| APPLICANT: | N/A |

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

PUBLIC HEARING

No

PREPARED BY

Megan Green, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 04.14.2026 PC Minutes Draft



EAGLE MOUNTAIN PLANNING COMMISSION

MEETING MINUTES

April 14, 2026 5:30 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Rod Hess, Jason Allen, Brent Strong, Bryan Free, Mandy Lane, and Alternate Commissioner Chad DeCoursey.

ELECTED OFFICIALS PRESENT: Mayor, Jared Gray, and Councilmember, Melissa Clark.

CITY STAFF PRESENT: Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; David Stroud, Senior Planner; Steven Lehmitz, Planner; and Megan Green, Planning Secretary.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

Planning Commission Work Session was cancelled.

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

1. Commissioner Hess called the policy session to order at 6:33 p.m.
2. Pledge of Allegiance

Commissioner Hess led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

None.

4. Approval of Meeting Minutes

5.A.

MOTION: *Commissioner Free moved to approve the minutes of March 24, 2026, Planning Commission meeting with the correction of Commissioner Hess leading the Pledge of Allegiance. Commissioner Lane seconded the motion.*

| | |
|----------------|------------------------|
| Jason Allen | Yes |
| Bryan Free | Yes |
| Rod Hess | Yes |
| Brent Strong | Yes |
| Mandy Lane | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a unanimous vote.

5. Status Report

Community Development Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting on April 7, 2026.

6. Action and Advisory Items

6.A. PRELIMINARY PLAT - Spring Run Plaza

Presentation Summary: Staff recommended that the Planning Commission table the application until their April 28, 2026, meeting when it can be discussed in coordination with the project's Development Agreement. The Applicants for the Spring Run Plaza are proposing a Preliminary Plat for a 27.35-acre parcel located on the northeast corner of Spring Run Parkway and Cory B. Wride Memorial Highway. The first phase of the project (8.15 acres) would be subdivided into six lots. The current proposal would leave lots 7 and 8 undeveloped with the understanding that when they are ready for development, the master development documents would be amended.

MOTION: *Commissioner Strong moved to table Item 6.A., Preliminary Plat-Spring Run Plaza, until the next Planning Commission meeting on April 28, 2026. Commissioner Allen seconded the motion.*

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|----------------|------------------------|
| Jason Allen | Yes |
| Bryan Free | Yes |
| Rod Hess | Yes |
| Brent Strong | Yes |
| Mandy Lance | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a unanimous vote.

6.B. Brandon Park Rezone

Presentation summary: Staff recommended that the Planning Commission forward a positive recommendation respecting the proposed Zoning Map and Future Land Use Map amendments to the City Council. Since the Eagle Mountain City Zoning Map was adopted, some properties have been listed with historic zoning designations. The Eagle Mountain City Council has asked that these properties be assigned updated zoning that coincides with current zoning designations. They also want to make sure the zoning fits with the City's Future Land Use Map, updating that map if needed.

Discussion summary:

- Planner Steven Lehmitz explained the history and rationale behind the rezone, including the current zoning and proposed changes.
- The Commissioners discussed the implications of the rezone on property taxes and zoning rights.
- Steven Lehmitz and Marcus Draper clarified that the rezone should not affect property taxes or zoning rights.
- Commissioner Hess and other Commissioners discussed the unique zoning practices in the City and the rationale behind them.
- The Commissioners vote unanimously to recommend a positive recommendation to the city council for the ordinance amendment.

Commissioner Hess opened the public hearing at 6:45 p.m.

Email from Adam Alberico was read for the record. Erik Van Oranan and Todd Crowther made public comments.

Commissioner Hess closed the public hearing at 6:50 p.m.

MOTION: *Commissioner Hess moved to recommend approval to the City Council of Item 6.B., Brandon Park Rezone. Commissioner Lane seconded the motion.*

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| Jason Allen | Yes |
| Bryan Free | Yes |

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|----------------|------------------------|
| Rod Hess | Yes |
| Brent Strong | Yes |
| Mandy Lance | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a unanimous vote.

6.C. EMMC 17.72 Drive-through and structured parking text Code Amendment

Presentation Summary Points: Staff recommended that the Planning Commission recommend approval of the text amendment regarding drive-through and structured parking standards. In October 2025, the City Council approved a substantial text amendment to the design standards regarding commercial and multifamily development. One of the changes proposed by the consultant was to prohibit drive-through lanes from being located between a building and a public right-of-way. Drive-throughs were shown to be possible to the side or rear of a building and not between the building and right-of-way.

Discussion summary points:

- Commissioner Hess suggested strongly recommending that no drive-through businesses are permitted in the commercial neighborhood zone.
- The Commissioners debated the balance between business flexibility and City planning goals, ultimately recommending clearer language to discourage drive-throughs adjacent to public streets.
- The strategy aims to balance traffic flow and maintain a small-town feel while accommodating business needs.
- Commissioner Strong agreed, emphasizing the need for strategic planning to avoid overcrowding.

Commissioner Hess opened the public hearing at 7:39 p.m. As there were no comments, he closed the hearing at 7:40 p.m.

MOTION: *Commissioner Allen moved to recommend approval to the City Council of Item 6.C., EMMC 17.72, Drive-through and structured parking text Code Amendment as presented. Commissioner Strong seconded the motion.*

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|----------------|------------------------|
| Jason Allen | Yes |
| Bryan Free | Yes |
| Rod Hess | No |
| Brent Strong | Yes |
| Mandy Lance | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a 4-1 vote.

Item 6.D. was considered and voted upon before Item 6.C.

6.D. EMMC 17.55 and 17.60 Landscape and buffering text Code Amendment

Presentation Summary Points: Staff recommended the Planning Commission forward a positive recommendation to the City Council. A complaint from a resident regarding vehicle lights caused Staff to review the code and propose changes to the landscape standards. The current code requires a landscape buffer at least 3.5 feet high to block headlights. However, EMMC only requires shrubs to be 1-gallon at planting, which is an immature plant that will likely take a few years to reach maturity and then successfully screen headlights. The proposed change requires plants that are used as a screen to be evergreen, 3-gallon in size, and the minimum height at planting to provide the minimum screen wall from the start. Shrubs that will not be used as a headlight screen may continue to be 1-gallon at planting.

Discussion summary points:

- Planner David Stroud explained the issues with current landscape screening requirements and the proposed changes to ensure immediate screening of headlights.
- Commissioner Hess suggested revising the language to require a minimum three-foot-tall, continuous vegetative barrier to screen headlights.
- The Commissioners discussed the importance of evergreen plants and the need for clear, enforceable language in the ordinance.

Commissioner Hess opened the public hearing at 7:23 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Hess moved to recommend approval to the City Council of Item 6.D., EMMC 17.55 and 17.60, Landscape and buffering text Code Amendment, with the language under 17. 60.110C be revised or amended as such:*

Provide perennial and evergreen plant material, including trees, shrubs, ornamental grasses or perennials, in a configuration at the time of planting that will provide a minimum 3.5-foot tall, continuous vegetative barrier to screen headlights.

Commissioner Allen seconded the motion.

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|----------------|------------------------|
| Jason Allen | Yes |
| Bryan Free | Yes |
| Rod Hess | Yes |
| Brent Strong | Yes |
| Mandy Lance | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a unanimous vote.

6.E. Flagship Master Development Agreement

Presentation Summary Points: The City is proposing to enter into a Development Agreement with BCP Development LLC dba Flagship Homes regarding a portion of the Harmony development. Eagle Mountain Municipal Code requires builders to install privacy fencing along the rear lot lines of homes abutting arterial and collector roads prior to the construction of any homes along those roads. The City would allow Flagship to bond for the fencing and begin construction of the fence within nine (9) months of the effective date of the agreement.

Applicant's statements summary: Cameron Spencer with Flagship Homes explained the reason why the fencing needs to go in after the road is complete.

Discussion summary points:

- City Attorney Marcus Draper explained the Development Agreement with Flagship Homes, allowing them to bond for fencing installation at a later date.
- Commissioner Strong and Marcus Draper discussed the bonding process and the developer's dispute over fencing type.
- Brandon Larsen and other Commissioners agree that delaying the fencing installation is beneficial.

Commissioner Hess opened the public hearing at 8:03 p.m. As there were no comments, he closed the hearing at 8:05 p.m.

MOTION: *Commissioner Strong moved to recommend approval to the City Council of Item 6.E., Flagship Development Agreement. Commissioner Lane seconded the motion.*

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| Jason Allen | Yes |
|-------------|-----|

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|-----------------------|-------------------------------|
| Bryan Free | Yes |
| Rod Hess | Yes |
| Brent Strong | Yes |
| Mandy Lance | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a unanimous vote.

7. Discussion

- The Commissioners discussed the Planning Commission work session along with different ideas for topics of discussion and trainings during those sessions.
- Commissioner Strong suggested early review of future zoning and road maps to inform commissioners better. Commissioner Strong also emphasized the importance of early information to make informed decisions.
- Jason Allen mentioned an upcoming economic development event and the need to notify the City if more than three commissioners plan to attend.

8. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for April 28, 2026.

9. Adjournment

MOTION: ***Commissioner Allen moved to adjourn the meeting at 8:13 p.m. Commissioner Stornig seconded the motion.***

| | |
|-----------------------|-------------------------------|
| Jason Allen | Yes |
| Bryan Free | Yes |
| Rod Hess | Yes |
| Brent Strong | Yes |
| Mandy Lane | Yes |
| Chad DeCoursey | Not Voting - Alternate |

The motion passed with a unanimous vote.

The meeting was adjourned at 8:13 p.m.

Approved by the Planning Commission on

Brandon Larsen
Community Development Director



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
APRIL 28, 2026**

| | |
|-----------------------|-----------------------------------------|
| TITLE: | Wildlife Urban Interface Code Amendment |
| ITEM TYPE: | Development Code Amendment |
| FISCAL IMPACT: | N/A |
| APPLICANT: | City-initiated |

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

PUBLIC HEARING

Yes

PREPARED BY

Elizabeth Fewkes, Planner

PRESENTED BY

Elizabeth Fewkes

RECOMMENDATION:

Staff supports approval of the item as recommended by fire officials.

BACKGROUND:

During discussions with representatives from the Unified Fire Authority (UFA) and the Utah Division of Forestry, Fire, and State Lands (FFSL) regarding recent legislative updates to Wildland Urban Interface (WUI) requirements and mapping, Staff explored opportunities for the City to enhance fire safety standards. Fire officials recommended establishing a minimum 30-foot rear setback for properties abutting the WUI boundary. This amendment adds language to Eagle Mountain Municipal Code Chapter 17.10.030 Definitions and incorporates WUI setback standards into the 17.25.040 Residential Development Standards table to implement that recommendation.

ITEMS FOR CONSIDERATION:

The redline and clean versions of the amendment also incorporate previously approved but not yet codified provisions related to buildable footprint requirements and animal structure setbacks. These provisions are included as footnotes 10 and 11 to the EMMC 17.25.040 Residential Development Standards table to ensure consistency between adopted policy and municipal code.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 17.10.030 & 17.25.040 WUI Setbacks - Redlines
2. 17.10.030 & 17.25.040 WUI Setbacks - Clean
3. WUI Setback Standards Presentation

17.10.030 Definitions.

“Abandonment” means to cease or discontinue a use or activity for one year without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

“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.

“Accessory structure or building” means a subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.

“Accessory use” means a use that (1) is clearly incidental to and customarily found in connection with a principal or main use; (2) is subordinate to and serves a principal or main use; (3) is subordinate in extent, area, or purpose to the principal or main use; (4) is located on the same lot as the principal or main use; and (5) contributes to the comfort, convenience, or necessity of occupants, business, or industry of the principal or main use. Home businesses shall be considered an accessory use. Accessory uses may occur within a principal structure and shall not necessarily take place in an accessory structure.

“Active recreation areas” means areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (e.g., sports fields and play areas).

“Adjacent” or “adjoining” includes all lots or parcels that directly border the lot or parcel on which a development is proposed, and all lots or parcels separated from that lot or parcel by only a public or private easement or right-of-way, including streets and irrigation canals.

“Affected entity” means a county, municipality, independent special district under Title [17A](#), Chapter [2](#), Utah Code Annotated 1953, Independent Special Districts; local districts under Title [17B](#), Chapter [2](#), Utah Code Annotated 1953, Local Districts; school districts, interlocal cooperation entities established under Title [11](#), Chapter [13](#), Utah Code Annotated 1953, Interlocal Cooperation Act; specified public utilities, or the Utah Department of Transportation if: (1) the entity’s services or facilities are likely to require expansion or significant modification because of an intended use of land; (2) the entity has filed with the municipality a copy of the entity’s general or long-range plan; or (3) the entity’s boundaries or facilities are within one mile of land which is the subject of a general plan amendment or land use ordinance change.

“Agricultural use” means the use of a tract of land for growing crops in the open, dairying, pasturage, horticulture, floriculture, general farming uses and necessary accessory uses, including the structures necessary for carrying out farming and ranching operations and the residence of the person who owns or operates the farm, and the family thereof; provided, however, such agricultural use shall not include: the raising or keeping of fur-bearing animals, or the operation of commercial stockyards, or feed yards, slaughterhouses, rendering facilities, or concentrated animal production operations such as hog or poultry farms.

“Alley(way)” means a publicly dedicated and platted public thoroughfare not classified as a street, typically used to provide access to the rear or side yards of a property. The allowed or required dimension(s) for an alley is provided in this code.

“Alluvial fan” means an outward spreading, gently sloping mass of alluvium deposited by a stream, especially in an arid or semiarid region where a stream issues from a narrow canyon onto a plain or valley floor. Viewed from above it has the shape of an open fan, the apex being at the canyon mouth.

“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; these uses shall comply with Chapter [6.05](#) EMMC.

“Appeal authority” means a person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or variance.

“Application” means an application required by this title or EMMC Title [16](#).

“Art gallery” means an establishment engaged in the sale, loan or display of paintings, sculpture or other works of art. This term does not include libraries or museums.

“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” 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.

“Auditorium” means a multi-purpose assembly facility that is designed to accommodate conventions, live performances, trade shows, sports events and other similar public events.

“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” 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.

“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” means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include nonserviceable or junk vehicles or equipment.

“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” 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” 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.

“Berm” means a wall or landscaped bank of raised earth or stone that creates a ridge or embankment.

“Block” means the distance along any given road frontage between two intersections with three or more connecting links.

“Buildable land” means any land suitable for development or construction of any building or structure, and all other land not classified as unbuildable land. For the purposes of calculating improved open space acreage requirements, buildable land shall include all land incorporated within the boundaries of any lot.

“Buildable lot area” means that portion of a building lot not included within any required yard setbacks, public utility easement, or open space within which a building may be located.

“Building” means any structure used or intended for supporting or sheltering of any use or occupancy.

“Building envelope” means the buildable lot area for primary structures and detached accessory dwelling units.

“Building official, city” means the employee, contractor, individual or firm responsible for all building construction plan reviews, inspection of all building construction, enforcement of the city’s adopted building codes and policies and any other responsibilities required by the city relating to the construction of buildings.

“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.

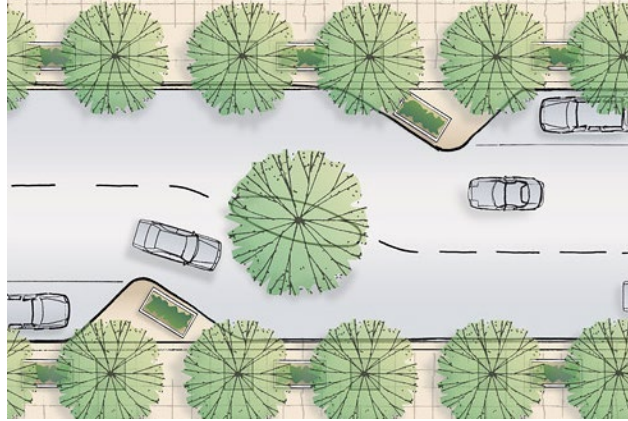
“Caretaker dwelling” shall mean an accessory use where a caretaker is permitted to reside on site at the place of business for which they are charged to look after. The caretaker dwelling shall include cooking, sleeping, and sanitation facilities.

Certificate of Occupancy. A certificate of occupancy is issued upon the completion of a building and any accompanying improvements required by the city and its ordinances.

“Character” means the aggregate of all features and traits that form the individual nature of a person or thing.

“Check cashing and deferred deposit lender” means an organization involved in the providing of loans or consideration to customers in exchange for personal property, such as property titles or personal checks. Such services shall include check cashing businesses licensed and/or defined by the state pursuant to the Check Cashing Registration Act, car title loan businesses, deferred deposit loan businesses, and businesses of a similar nature offering such services as a primary function. The term “financial service” shall not include fully automated standalone services, such as automated teller machines, nor those used and defined herein as “bank.”

“Chicane” means a series of narrowings or curb extensions that alternate from one side of a street to the other forming S-shaped curves.



“Church” means a place of worship, synagogue, temple, mosque or other place of religious worship, including any accessory use or structure used for religious observances.

“City” means Eagle Mountain City, Utah.

“City council” means Eagle Mountain’s elected and governing body.

“Clear vision triangle” means a clear line of sight provided at intersections by delineating triangular areas adjacent to all intersections, within which no parking, building, structure, berm, or landscaping over three feet in height above the street shall be permitted. Single-trunk trees may be planted within such areas, but only where the tree will be pruned to eliminate all branches and foliage below eight feet. Driveways are prohibited within the clear vision triangle of local streets unless there is no other feasible placement of a driveway on a lot. Clear vision triangles may not be required if an approved chain link or other non-sight-obscuring fence is used. See Chapter [17.60](#) EMMC for more information.

“Cluster home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. A cluster homes development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as patio homes.

“Commercial riding arena” means commercial roping or other equestrian events and riding arenas (unlighted), as well as commercial roping and riding arenas and other equestrian events (lighted) which may or may not be totally enclosed within a structure.

“Communication facilities and towers” means a freestanding facility, building, pole, tower, or structure used to provide only wireless telecommunications services and which consists of, without limitation, antennas, equipment and storage and other accessory structure used to provide wireless telecommunication services.

“Community recreation center” means a place, structure, area or other facility used to provide social and recreational programs generally open to the public and designed to accommodate and serve some segment of the community.

“Compatible” or “compatibility” means consistent with, harmonious with, similar and complementary to the use and/or function of natural systems and/or existing land uses in an area.

“Concept plan” means a pre-application opportunity for the city manager and the planning commission to be made aware of an impending development proposal and for the developer to be made aware of possible issues and questions, as well as the applicable requirements of this title. Concept plans are not approved or denied, but are intended to only identify and raise relevant issues related to the proposed development.

Conditional Use. A conditional use allows certain structures in zones which may be acceptable under special conditions and in specific locations within the zoning district. Conditional uses require a special permit that is approved subject to the use meeting standards contained in this title.

“Conditional use permit” means a permit granted by the city that allows a use identified as requiring conditional use approval in the zoning district regulations or elsewhere in this title.

“Condominium” means a single unit in a multi-unit project or structure which is separately owned, which may be combined with an undivided interest in common areas and facilities of the property, and subject to the Utah Condominium Ownership Act.

“Conference center” means a facility designed for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including temporary outdoor displays, and food and beverage preparation and service for on-premises consumption.

“Connectivity index” means a ratio of roadway links and nodes that serve as a metric for measuring the level of connectivity.

“Conservation easement” means an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.

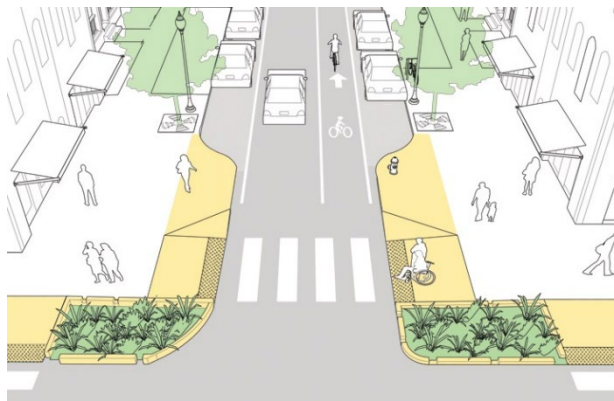
“Constrained land” means all land with a slope greater than 25 percent or encumbered by floodplains.

“Construction office trailer” means a mobile home, travel trailer, truck trailer, or other temporary structure used as an office in conjunction with a construction project.

“Corner lot” means any lot that is bordered by more than one street where such streets are not parallel.

“Culinary water authority” means the person, department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

“Curb extension” means a traffic calming measure, primarily used to extend a sidewalk, reducing the crossing distance for pedestrians.



“Day care center, adult” means a nonmedical 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” 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.

“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” 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.

“Degree of nonconformity” means the measured extent to which an existing use or building fails to comply with a requirement of this title. For example, the degree of nonconformity of a parking lot that has four spaces, but serves a commercial use requiring nine, is five parking spaces. No change in the nonconforming use that would reduce the number of parking spaces could be permitted, because that would increase the degree of nonconformity.

“Density” means the gross number of dwelling units per acre. Gross acreage includes the entire development (roads, neighborhood parks and squares, neighborhood commercial centers, etc.). “Density” is not synonymous with “lot size.”

“Development” means any activity or construction, excluding normal agricultural activities, that changes the basic character or use of the land, including the division of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any regulated mining, excavation, landfill, or substantial land disturbance; and any use or extension of the use of land. The following operations or uses shall not be taken to be development for the purposes of this title:

1. Work by a highway or road agency for the maintenance of a road, if the work is carried out on land within the boundaries of the right-of-way;
2. Utility installations;
3. Landscaping for residential uses; and
4. Work involving the maintenance of existing landscaped areas and existing rights-of-way such as setbacks and other planted areas.

“Development agreement” means a form of contract between city and developer that establishes in detail the specific improvements required for some development approvals and which may contain other requirements on which the approval is conditioned. They may also vest certain additional rights with the developer or the city.

“Development density area acreage” means the total (gross) acreage of the development density area and approved project improvements.

“Drive-through service” means a feature or characteristic of a use involving sales or products or provision of services to occupants in vehicles, including drive-in or drive-up windows, that allows customers to transact business or receive services or goods while remaining in their motor vehicles.

“Drought-resistant grasses” means grasses that, once established, will require limited or no regular irrigation for adequate appearance, growth, and disease resistance.

“Earth products extraction” means the extraction and removal of sand, gravel, topsoil, and other earth products from underground mines or open pits. 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 stockpiles, waste dumps, buildings, facilities and storage yards used in and relating to the extraction and removal of earth products.

“Easement” means a nonpossessory property interest that provides a right to enter, use, or enjoy real property owned by or in the possession of another and imposes on the owner or possessor a duty not to interfere with the entry, use, or enjoyment permitted by the instrument creating the easement or, in the case of an easement not established by express grant or reservation, the entry, use, or enjoyment authorized by law.

“Electronics repair shop” means a use engaged in repair of household electronic items and appliances.

“Engineer, city” means the employee, contractor, individual or firm responsible for all municipal engineering activities including, but not limited to, design of public infrastructure, construction inspection of public infrastructure, long-range capital infrastructure planning, design and construction review services and any other responsibilities required by the city.

“Equestrian center” means (1) an establishment engaged in the boarding, feeding, or general care of horses or other large animals for personal or commercial purposes, and (2) includes uses such as agriculturally oriented gatherings, assemblies and shows, and the sale of feed, tack and other agricultural products.

“Equine assisted therapy center” means an outpatient facility that offers therapeutic equestrian riding, equine-assisted services, and equine-facilitated therapeutic services, and may offer licensed clinical therapy services.

Existing. The term “existing” is used to indicate a parcel of land, use, or building that was in existence on the effective date of the ordinance codified in this title.

“Family” is defined as follows:

1. One or more persons related by blood, marriage, adoption or legal guardianship, including foster children, living together as a single housekeeping unit in a dwelling unit; or
2. A group of not more than four persons not related by blood, marriage, adoption, or legal guardianship living together as a single housekeeping unit in a dwelling unit; or
3. Two unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.

The term “family” shall not be construed to mean a club, group home, lodge, fraternity/sorority house or shelter.

“Fence” means a type of upright linear structure that serves as a barrier and/or boundary and is customarily used to mark a property boundary and/or to control access to/from a property, serve as a sight or protective screen or as a decorative element. Fences are made of varying materials and in varying styles. Common subtypes (with sample pictorial representations) include as follows:

“Board” means a fence that is mainly or wholly comprised of vertically arranged boards (often cedar wood) abutted together in a row.



“Board-on-board” (aka “shadowbox”) means a fence with alternating vertical boards over horizontal structures that give the fence a finished look on both sides.



“Chain-link” or “cyclone” means any fence that is constructed out of some type of woven wire fence, typically with a minimum gauge ranging from nine to 11.



“Chained fencing” means lengths of chain (usually heavy gauge) suspended between support poles/bollard or columns.



“Decorative” means any fence not specifically established to curtail access through or past the same. Decorative fences shall not include any form of chain link material.



“Gabion basket” means a wire mesh wrapped column of rock, usually river rock or similar materials to form an effectual basket.



“Lattice” means an open framework made of strips of wood or similar material overlapped or overlaid in a regular crisscross or decorative pattern.



“Non-site-obscuring” means a fence (e.g., picket, chain-link, solid fence with partial wire or lattice composition) that allows some view through the same.



“Ornamental” means wrought iron, tubular aluminum, or other decorative metal fence.



“Picket” means a fence with in-line boards with gaps between the same. Typically, the gaps are the same width as the boards and the boards are usually arranged vertically.



“Privacy screen, residential” means a type of fence or curtain wall placed on a property (typically along a patio, deck, courtyard, or swimming pool) not as a fence but rather a barrier to facilitate enhanced privacy or view screening on a property. Screens in this title are treated as a form of accessory structure instead of a fence, and are subject to accessory structure code standards.



“Site-obscuring” means a fence (e.g., board or vinyl) or wall that by its construct inhibits viewing through or past the same.

“Split-rail” means a fence typically featuring two or three cross-members between posts or supports.



“Vinyl” means a fence that is mainly or wholly comprised (typically) of vertically arranged vinyl panels abutted together in a row.



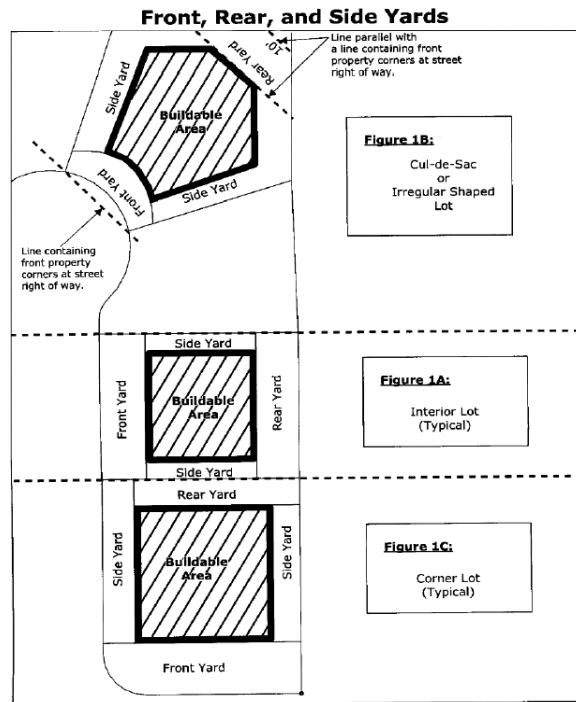
“Wire fencing” (aside from chain-link) means a fence comprised of strands of wire laced in varying ways. Such definition includes the following subtypes: barbed, chicken, hog, welded, hardware cloth, poultry netting, garden fence mesh or similar. Wire fencing may also include types of electric fencing. When a type of wire fencing is noted in this code, it shall refer to the common type available for sale commercially.



“Final plat” means a drawing recordable under the provisions of the Utah Code.

“Floor area ratio” means the total floor area of a building, including all floors, divided by the total lot size.

“Front yard” means any property extending across the full width of a lot from the front line of the lot to the nearest wall of the main building situated on the lot including but not limited to landscaping and driveway(s).



“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.

“Garden court” means a detached housing development consisting of a courtyard or park surrounded on two or three sides by homes. These homes are generally facing/fronting the courtyard, are located on small lots or areas of common open space, and are accessed from a residential alley behind the homes.

“General plan” means the comprehensive, long-range strategic future development plan for the city, which includes elements such as future land uses, transportation, housing, parks and open space.

“Group home” means a residential facility established as a single housekeeping unit and shared by no more than eight unrelated persons, exclusive of staff, who require assistance and supervision. A group home is licensed by the state of Utah and provides counseling, therapy and specialized treatment through this temporary living arrangement, along with habilitation or rehabilitation services for physically or mentally disabled persons. See Chapter [17.75](#) EMMC for regulations concerning group homes.

“Hardscape” means durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.

“Home business” means a nonresidential or business activity conducted in a dwelling or a building accessory to a dwelling. Home businesses, by definition, comply with the detailed performance standards of the city’s land development code.

“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.

“Impact” means the direct or indirect effect or consequence resulting from a development upon land, the environment, the community or any part or segment thereof. The term shall include, but not be limited to, physical, environmental, economic, visual, or auditory effects.

“Improved open space” means park area that is improved as part of a residential development. Improved open space may include, but need not be limited to, lawns, landscape areas, paved trails, active recreation areas, children’s playgrounds, swimming pools, ball fields, multi-purpose courts, tennis courts, and other approved park improvements. The design and included elements in required improved open space are approved at the discretion of the planning commission and city council in accordance with Chapter [16.35](#) EMMC.

“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.

“Interior lot” means any lot that is bordered by only one street.

“Kitchen” means any room and/or other place used, or intended or designed to be used, for cooking or the preparation of food that is at a minimum comprised of a set of fixed cooking facilities other than hot plates or other portable cooking units; includes kitchenettes. Second kitchens in a single-family dwelling are only allowed with a recorded deed restriction, or an approved accessory dwelling unit permit. Outdoor cooking facilities shall be excluded from second kitchen restrictions.

Land Use Application. See “Application.”

“Land use authority” means a person, board, commission, agency, or other body designated by the city council to act upon an application or land use application.

“Land use ordinance” means a planning, zoning, development, or subdivision ordinance of Eagle Mountain City, but not including the general plan.

“Landscaping” means the improvement of a lot, parcel or tract of land with rock material, grass, ground cover, shrubs and/or trees. Landscaping may include pedestrian walks, flower beds, ornamental objects such as fountains, statuary and other similar natural or artificial objects designed and arranged to produce an aesthetically pleasing effect.

“Lawn” means ground that is covered with grass or turf that is regularly mowed.

“Lot” means a parcel of land legally approved by the city for building purposes.

“Lot coverage” means the ratio of the portion of the lot covered by buildings, including accessory buildings, sidewalks, driveways, and other impervious surfaces, to the total lot area.

“Lot frontage” means that portion of a property abutting a public or private street or the fact that having such abutment exists.

“Lot line adjustment” means the adjustment of a property lot line that meets the requirements of this title for the adjustment of lot lines.

“Lot of record” means a lot designated on a subdivision plat duly recorded in the county recorder’s office or other official record pursuant to statute. Sometimes, however, the county may refer to a metes and bounds parcel as a lot of record.

“Lot split” means the division of a single lot or parcel of land from an existing lot of record as of the date of the incorporation of Eagle Mountain City for immediate or future offer, sale, lease, or development that is not exempted by the city’s land development code and where both parcels will have access to a public street.

“Main entrance” means the entranceway of a residence or other building closest to the public street or sidewalk or one which would be reasonably perceived to be the entrance to the structure.

“Major development” means any proposed development process that requires a public hearing and review by the planning commission and city council; these processes generally include, but are not limited to, master development plans, rezoning of property, preliminary and final subdivision plats, site plans, conditional uses, and plat amendments.

“Manufactured home or dwelling” means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act ([4](#) U.S.C. Section [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” 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” 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.

“Master development plan” means a plan that indicates, among other things, density ceilings, how property will be developed, phasing, utility service, financial feasibility, vehicular and pedestrian circulation, open space, parks and recreation, trails and all other requirements of master development plans found in the city’s land development code.

“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.

“Meeting center” refers to the definition of “conference center.”

“Minor development” means any proposed development process that may be reviewed and approved by the planning director upon compliance with the provisions of this title and EMMC Title [16](#). A minor development may also be an element of a major development application for which the planning commission or city council has performed a previous review and delegated final approval to the planning director upon compliance with the conditions of approval.

“Mixed-use” means a land use accommodating two or more compatible land uses, typically residential and commercial uses.

Motel. See “Hotel.”

“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.

“Mulch” means any materials left loose and applied to soil such as rock, bark, compost, wood chips, or other materials.

“Multifamily dwelling” means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental. See also “Family.”

“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.

“Nonconforming lot” means a separate parcel of land that existed on the effective date of the ordinance codified in this title but is too small to serve as a site for building in compliance with the requirements of this title.

“Nonconforming structure” means a structure that: (1) legally existed before its current land use designation; and (2) because of one or more subsequent land use ordinance changes does not conform to setback, height, restrictions, or other regulations, excluding those regulations that govern the use of land.

“Nonconforming use” means a use of land that: (1) legally existed before its current land use designation; (2) has been maintained continuously since the time the land use ordinance regulation governing the land changed; and (3) because of one or more subsequent land use ordinance changes does not conform to the regulations that now govern the use of the land.

“Nuisance” refers to the definitions as established in Sections [76-10-801](#), [76-10-803](#), and [78B-6-1101](#), Utah State Code.

“Off-street parking” means parking provided on public or private property, excluding public rights-of-way.

“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.

“Open space” means an area which is completely free and unobstructed from any structure or parking areas. Landscaping, walkways, covered patio areas, light poles and other ornamental features shall not be considered as obstructions for the purposes of this definition.

“Outdoor sales and display” means a permanent outdoor area used for permanent display of merchandise or goods available for purchase from the business located within a permanent structure.

“Outdoor 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 outside the confines of a building.

“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” 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” is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.

“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 garage” means a communal parking structure used primarily for parking and storage of multiple motor vehicles that is either attached to, incorporated into, or detached from the primary structure. This definition does not apply to single-family residential garages.

“Patio home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. Patio homes may also be attached to one or more other patio homes, each with a small private patio or yard area. A patio home development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as cluster homes.

“Permitted use” means a use which is authorized by definition in the zone.

“Phasing plan” means a plan that identifies the order and timing of the construction or completion of a development, subdivision, master development plan, site plan or other project.

“Planning director” means the employee, contractor, individual or firm responsible for coordination of all municipal planning activities including, but not limited to, long-range land use planning, ordinance preparation, administration and enforcement of the land development code, land use interpretation, major development review, coordination with the city planning commission and any other responsibilities required by the city relating to planning and development.

“Plant and tree nursery” refers to the definition of “garden center.”

“Planting beds” are areas of landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.

“Plat amendment” means any change in the lot arrangement or routing of rights-of-way or easements within a recorded plat.

“Portable storage” means a container that is either rented or purchased that is specifically designed and manufactured for use as a temporary storage device, not exceeding eight feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes, or other similar containers that have been modified from a previous use.

“Preliminary plat” means a map indicating the proposed layout of a development and related information that is submitted for preliminary plat approval.

“Private and public schools” means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.

“Property” means an area of land defined by legal boundaries being any of the following:

1. A single, platted, lot of record.

2. A portion of a lot of record.
3. A combination of complete lots of record, or portions of lots of record considered as a group.
4. A parcel of land described by metes and bounds.
5. A portion of a parcel.
6. A combination of parcels or portions of parcels considered as a group.

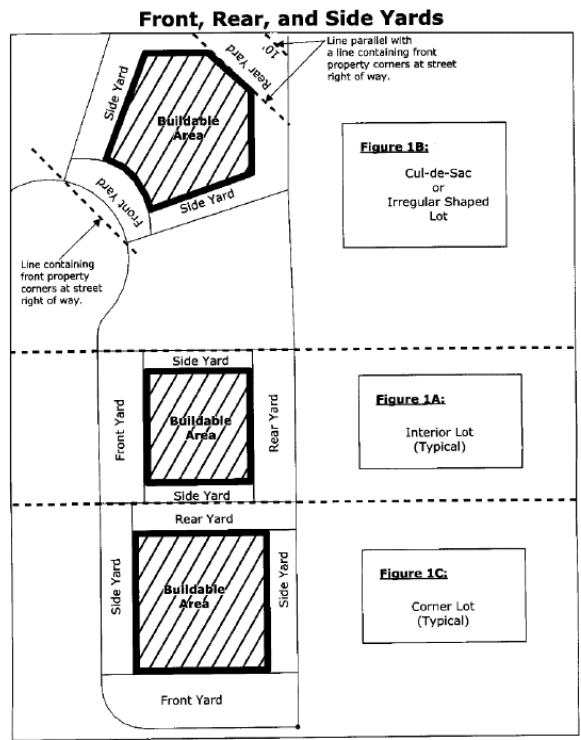
“Property width” means the measurement of a portion of a property along its frontage between its side property lines or a side property line and corner or street side line using a horizontal line.

“Public hearing” means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

“Public meeting” means a meeting that is required to be open to the public under Title 52, Chapter 4, Utah Code Annotated 1953, Open and Public Meetings.

“Public utility easement” means the same as that term as defined in Section 54-3-27, Utah Code Annotated 1953, as amended.

“Rear yard” means any property extending across the full width of a lot and is more or less opposite to the front lot line. The depth of the rear yard is the shortest distance from the rear line of the lot to the nearest wall of the main building situated on the lot.



“Reception center” means a facility which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations or gatherings. Such a use may or may not include on-site kitchen/catering facilities.

“Recreational water facility” means a permanent or temporary above-ground or in-ground swimming pool, hot tub, spa or other similar structure that is capable of holding water that is more than 24 inches deep.

“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.

“Residential, base density” means the residential zone category that consists of projects with gross densities less than or equal to 0.8 dwelling units per acre. All residential projects are allowed to develop at this density.

“Residential 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.

“Residential juvenile group home” means a 24-hour-per-day group living environment for adolescents under the age of 18, unrelated to an owner or operator, that helps individuals who have emotional, psychological, developmental, or behavioral dysfunctions or impairments to acquire and strengthen the social and behavioral skills necessary to live independently in the community.

“Residential rehabilitation and treatment facility” means a facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of adults or juveniles in order to provide rehabilitation, treatment, counseling, or educational services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse, or mental health.

“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.

“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” 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.

“Retaining wall(s)” means any of a type of structure emplaced to either hold back (i.e., retain) earth left exposed by the making of a cross cut across a sloped surface like a hill, or those designed to hold back artificially backfilled earth and create a “shelf-like” embankment feature.

“Sanitary sewer authority” means the person, department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer service or on-site wastewater systems.

“Service drive” means a nondedicated privately owned and maintained thoroughfare that functions like a driveway by providing an improved vehicular circulation path on a site as well as access to a parking area(s) and public rights-of-

way. The allowed or required dimension(s) for a service drive (one-way or two-way) shall be as per requirements in EMMC [17.55.120](#).

“Setback” means the minimum required distance between the property line and the building, excluding porches, window wells, verandas, uncovered decks, and other similar structures. Currently recorded or approved subdivisions at the time of enactment of the ordinance codified in this title by the city council shall continue to be subject to side setback requirements of the development code of Eagle Mountain City adopted on September 28, 1999.

1. For interior lots:

a. Front. The front setback is the distance, at the nearest point, from the street right-of-way to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

b. Rear. The rear setback is the distance, at the nearest point, from the alley right-of-way or the property line that is parallel, or more or less parallel, to the street, to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

c. Side. The side setback is the distance, at the nearest point, from a property line that is perpendicular, or more or less perpendicular, to the street, to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

2. For corner lots:

a. Front. The front setback is the distance, at the nearest point, from the street right-of-way on which the principal building has its address to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

b. Rear. The rear setback is the distance, at the nearest point, from the property line opposite the street on which the principal building has its address to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

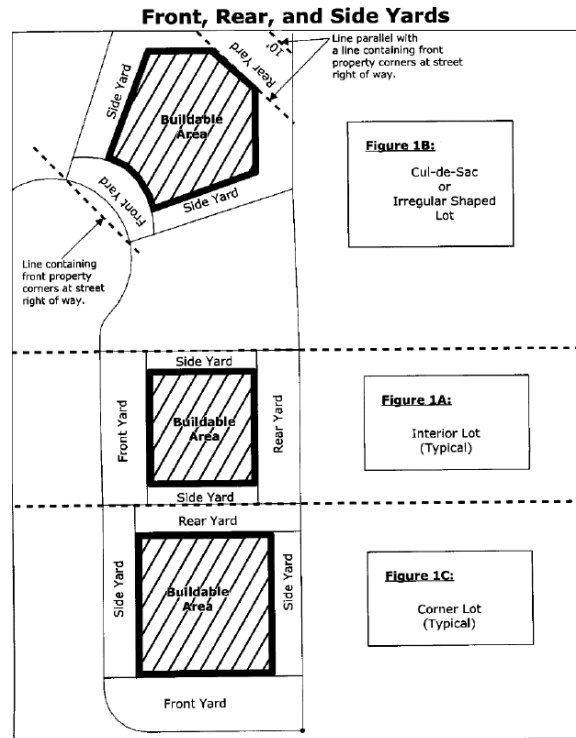
c. Side. The side setback is the distance, at the nearest point, from a property line that is perpendicular, or more or less perpendicular, to the street on which the building has its address, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

“Sexually oriented business” refers to the definition as provided in Chapter [5.20](#) EMMC.

“Shipping container” refers to the definition of “portable storage.”

“Shopping center” means a concentration of related commercial establishments with one or more major anchor tenants, shared parking, and unified architectural and site design. A shopping center normally has single or coordinated ownerships/operations/management control and may include separate stand-alone sites as well as architecturally connected units.

“Side yard” means any property between a building and the adjacent side lot line, encompassing any area not considered to be front or rear yard. On corner lots, the side yard adjacent to a street shall extend from the back line of the front yard 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 “Front yard.”



“Sign” means any object or structure used to identify, advertise, or in any way attract or direct attention to any use, building, person, or product by any means, including, but not limited to, the use of lettering, words, pictures, and other graphic depictions or symbols.

“Single-family detached dwelling” means any detached single-family residence that averages 20 or more feet in width as measured across the front of the foundation, is attached to a permanent foundation, is permanently connected to the municipal utilities (where available), and is clearly designed, with one front door entrance, for occupancy by one family related by blood or marriage. This specifically includes manufactured homes that meet the foregoing definition and comply with the National Manufactured Home Construction and Safety Standards Act ([40 U.S.C. Section 1504](#)) and the International Building Code or the International Residential Code. Manufactured homes that do not comply with the standards set forth above, such as recreational vehicles and travel trailers, are multifamily dwellings. See also “Family.”

“Site plan review” means an approval process for commercial, industrial, institutional and multifamily dwelling development plans, proposed on property that has been previously zoned for that purpose. Locations of improvements, buildings, parking areas, landscaping, access points, open space, trails, signage, lighting or other site considerations and requirements are part of a site plan review process.

Slope. Slope shall be determined before any site clearing, excavation, or grading, and expressed as a percentage (rise/run x 100). Measurement shall be made perpendicular to the contours of the land, between natural (changes in slope as landforms change) or manmade (road cuts and similar breakpoints) breakpoints.

“Special district” means an entity established under the authority of Title [17A](#), Utah Code Annotated 1953, Special District, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or unit of the state.

“Stables” means a building in which horses are sheltered, which may be accessory to a residence or other use or a freestanding principal use.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the next floor above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above.

“Subdivision” means any land that is divided, re-subdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms and conditions for the purposes of sale or development. The following are not considered subdivisions where no new streets or public infrastructure is created or is required to be created: (1) divisions of land for agricultural purposes where the resulting parcels are in excess of 160 acres in size; (2) divisions of property by testamentary provisions; (3) divisions of property by court order; (4) consolidation of existing properties by deed or other recorded instrument; (5) a legally approved lot split as defined in this title.

“Subdivision sales office” means a temporary or permanent structure used in a temporary fashion for the sales activity of properties within an under-construction or recently completed subdivision.

“Temporary use” means a land use that is less than 30 days in duration and is most commonly related to specific events such as Pony Express Days, festivals, special sales or other activities.

“Theater, concert hall” means a building used principally to present live performances of plays, operas, concerts and the like to the public.

“Theater, movie” means a building used principally to present showings of cinematic films to the public.

“Tiny home on wheels” means a detached self-contained unit which shall include permanent provisions for living, sleeping, eating, cooking and sanitation. A tiny home on wheels must have at least 140 square feet of first floor interior living space.

“Tobacco specialty business” means a retail establishment that derives 35 percent or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code Section [76-10-101.3](#), as may be amended from time to time, and in which the sale of other products is merely incidental.

“Total landscaped area” is the improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures.

“Towing yard” means an establishment engaged in the temporary storage of vehicles that have been towed, carried, hauled or otherwise moved from public or private property for impoundment in a public or private impound yard. This use includes vehicle transport companies engaged in similar activities. This use does not include vehicle rental or sales of new or used vehicles or parts (except for necessary sales of unclaimed impounded vehicles), vehicle repair, automobile wrecking yard, junk or salvage yard, or a freight terminal.

“Unbuildable land” means land with slopes in excess of 25 percent, land restricted by power lines, utility corridors, canyons and washes, streams, alluvial discharge areas, storm drain retention/detention areas, floodplains and floodways, geologically sensitive areas that require special engineering considerations for safe habitation, and wetlands. For the purpose of determining what land may qualify as improved open space only, unbuildable land is any land with slopes in excess of 15 percent.

“Uplighting” means where a landscape feature, sign, building, or architectural feature is illuminated by a luminary that is directed upward at an angle of more than 50 degrees.

“Use” means the activities occurring on a lot or parcel for which land or a building is arranged, designed or intended, for which land or a building is or may be occupied, including all accessory uses.

“Utilities” includes culinary water lines and systems, pressure and gravity irrigation lines and/or ditches, sanitary sewer lines, storm drain lines, subdrains, electric power, natural gas facilities, cable television, telephone transmission lines, data transmission lines, underground conduits and junction boxes.

Variance. Variances provide relief for landowners who, because of some unique physical characteristic of their property, would have no beneficial use of that property if the provisions of this title are strictly enforced. A variance is a deviation from the basic land use requirements that apply to the property and its structures.

“Vehicle storage” refers to the definition of “towing yard.”

“Warehouse” means a structure, or part thereof, or area used primarily for the storage of goods, inventory and merchandise.

“Wet bar” means a bar or serving counter, as in a recreation room, equipped with running water and sink.

“WUI Boundary Lot” means a lot identified as being within the Wildland Urban Interface (WUI) high risk on the City’s adopted WUI Map that directly abuts land designated as being undeveloped wildland, open space, or other areas identified by the City as having elevated wildfire risk.

[Ord. [O-32-2025](#) § 2 (Exh. A); Ord. [O-03-2025](#) § 2 (Exh. A); Ord. [O-57-2024](#) § 2 (Exh. A); Ord. [O-53-2024](#) § 2 (Exh. A); Ord. [O-41-2024](#) § 2 (Exh. A); Ord. [O-27-2024](#) § 1 (Exh. A); Ord. [O-15-2024](#) § 2 (Exh. A); Ord. [O-10-2024](#) § 2 (Exh. A); Ord. [O-52-2023](#) § 2 (Exh. A); Ord. [O-46-2023](#) § 2 (Exh. A); Ord. [O-35-2023](#) § 2 (Exh. A); Ord. [O-04-2022](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-36-2020](#) § 2 (Exh. A); Ord. [O-27-2020](#) § 2 (Exh. A); Ord. [O-09-2019](#) § 2 (Exh. A); Ord. [O-02-2019](#) § 2 (Exh. A); Ord. [O-21-2018](#) § 2 (Exh. A); Ord. [O-21-2017](#) § 2 (Exh. A); Ord. [O-17-2017](#) § 2 (Exh. A); Ord. [O-02-2017](#) § 2 (Exh. A); Ord. [O-25-2016](#) § 2 (Exh. A); Ord. [O-16-2016](#) § 2 (Exh. A);

Ord. [O-05-2016](#) § 2 (Exh. A); Ord. [O-02-2016](#) § 2 (Exh. A); Ord. [O-06-2015](#) § 2 (Exh. A); Ord. [O-04-2015](#) § 2 (Exh. A); Ord. [O-08-2012](#) § 3 (Exh. A); Ord. [O-05-2011](#) § 2 (Exh. A); Ord. [O-12-2009](#) § 2 (Exh. A); Ord. [O-10-2007](#) § 2 (Exh. A § 2.3); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 2.3)].

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 |
|------------------------------------------------------------------------------------|-----------------------------|---------------------------|-----------------------|-------------------------|-------------------------|----------------------------|-------------------------|---------------------|----------------------------|------------------------------------------------|------------------------------------------------|
| | RA1 | RA2 | RD1 | RD2 | FR | R1 | R2 | R3 | RC | MF1 | MF2 |
| Type of Housing | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached (small lot) | MF 2-6 units/building | MF ≤ 12 units/building |
| Maximum Gross Density | | | | | | | | | | 10 units/acre | 20 units/acre |
| Minimum Residential Lot Sizes | 5+ acres (217,800 sq ft) | 2.5 acres (108,900 sq ft) | 1 acre (43,560 sq ft) | 1/2 acre (21,780 sq ft) | 1/4 acre (10,890 sq ft) | 1/4 acre (10,890 sq ft) | 8,000 sq ft | 6,500 sq ft | 4,500 sq ft | | |
| Minimum Average Lot Sizes ⁷ | | | | 3/4 acre (32,670 sq ft) | 1/2 acre (21,780 sq ft) | 1/3 acre (14,520 sq ft) | 1/4 acre (10,890 sq ft) | 8,500 sq ft | 6,000 sq ft | | |
| Required Improved Open Space (in compliance with EMMC 16.3 5.105) | | | | 500 sq ft per lot | 750 sq ft per lot | 750 sq ft per lot | 900 sq ft per lot | 1,000 sq ft per lot | 1,000 sq ft per lot | 1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd | 1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd |
| Primary Structure Maximum Height ¹ | 35' | 35' | 35' | 35' | 35' | 35' | 35' | 35' | 35' | 35' ⁸ | 35' ⁸ or 45' ⁹ |
| Accessory Structure Maximum Height ¹ | 35' | 35' | 35' | 25' | 20' | 20' | 20' | 20' | 20' | 20' | 20' |
| Ancillary Structure Maximum Height ⁶ | 10' above primary structure | | | | | | | | | | |

Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 | |
|------------------------------------------------------|--------------------|-------------|--------------------|-------------|----------------------|----------------------------|-----------|-----------|----------------------------|------------------------------------------------------|------------------------------------------------------|--|
| | RA1 | RA2 | RD1 | RD2 | FR | R1 | R2 | R3 | RC | MF1 | MF2 | |
| Minimum Lot Frontage ² | 150' | 150' | 125' | 100' | 90' | 85' | 80' | 62' | 58' | Townhouses ^{2b} Apartments ^{2c} | Townhouses ^{2b} Apartments ^{2c} | |
| Minimum Lot Frontage (cul-de-sac or circle) | 100' | 100' | 75' | 60' | 50' | 45' | 40' | 20' | 20' | Townhouses ^{2b} Apartments ^{2c} | Townhouses ^{2b} Apartments ^{2c} | |
| Minimum Dwelling Size (excluding garage) | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 800 sq ft | 800 sq ft | 800 sq ft | 650 sq ft | 650 sq ft | |
| Minimum Setbacks for Primary Structures ³ | | | | | | | | | | | | |
| Front | 35' | 35' | 30' | 25' | 25' | 25' | 25' | 15' | 15' | 15' | 15' | |
| Front Garage | 45' | 45' | 40' | 30' | 25' | 25' | 25' | 22' | 22' | 22' ⁵ | 22' ⁵ | |
| Rear | 35' | 35' | 35' | 35' | 35' | 25' | 20' | 20' | 20' | 30' between buildings | | |
| Rear (WUI boundary lots) ² | 35' | 35' | 35' | 35' | 35' | 30' | 30' | 30' | 30' | 30' | 30' | |
| Side | 20' | 20' | 15' | 10' | 10' | 10' | 8' | 8' | 8' | 15' between buildings | 20' between buildings | |
| Garage Side | 20' | 20' | 15' | 15' | 10' | 10' | 10' | 10' | 10' | 15' between buildings | 20' between buildings | |
| Street Side | 25' | 25' | 25' | 25' | 15' | 15' | 15' | 15' | 15' | 15' | 15' | |
| Maximum Footprint Coverage of Accessory | | | | | 10% | | | | | | | |

Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 |
|--------------------------------------------------------|------------------------------------------------------------------------------------------|-----|--------------------|-----|----------------------|----------------------------|----|----|----------------------------|-----|----------------------------|
| | Zone Designation | RA1 | RA2 | RD1 | | RD2 | FR | R1 | R2 | R3 | |
| Structure(s) ⁴ | | | | | | | | | | | |
| Minimum Setbacks for Accessory Structures ³ | | | | | | | | | | | |
| Front | Same as principal structure | | | | | | | | | | |
| Rear | 10' | 10' | 10' | 10' | 5' | 5' | 5' | 5' | 5' | 5' | 5' |
| Side | 10' | 10' | 10' | 10' | 5' | 5' | 5' | 5' | 5' | 5' | 5' |
| Street Side | Same as principal structure | | | | | | | | | | |
| Distance from a Residential Dwelling | Structures housing animals: 50' from neighboring residences; 6' for all other structures | | | | | 6' | 6' | 6' | 6' | 6' | 6' |
| Site Plan Approval Required (See Chapter 17.100 EMMC) | | | | | | | | | | Yes | Yes |

¹ Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC [17.25.030](#), the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

² Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

^{2b} Townhouse buildings in MF1 and MF2 zones shall completely front/abut on, and be accessed via, streets, not service drives.

^{2c} Lots with apartment buildings thereon in MF1 and MF2 zones shall front/abut streets, but may have their parking spaces/lots accessed either via service drives or streets.

³ Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot

configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC [17.25.060](#).

⁴ Maximum footprint coverage is the total coverage on the lot of all accessory structures.

⁵ Driveway length exceptions for multifamily developments may be requested and considered at the discretion of the approval authority with a preliminary plat or site plan.

⁶ Ancillary structures include chimneys, television antennas, or other structures that are generally located on the roof of a residential building.

⁷ For approval of a preliminary plat or amended preliminary plat, the minimum average lot size is calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each original final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation. Amended final plats shall comply with the average lot size requirements of this section. For amended final plats, the minimum average lot size is calculated using only the portion of the plat that the amendment changes.

⁸ Multifamily dwelling structures shall contain no more than three stories.

⁹ Multifamily dwelling structures with a minimum roof pitch of 5/12 or flat roofs with rooftop amenities may be constructed with three stories up to 45 feet high.

¹⁰ Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

¹¹ Structures housing animals may be closer to neighboring residences with an approved alternative animal management plan. Accessory structure minimum setbacks will still apply.

¹² Where strict application of this WUI Boundary Lot rear setback would render a lot impractical to develop due to lot size, configuration, or topographic constraints, the Planning Director or designee, in consultation with the Fire Code Official or designee, may approve a reduced setback where equivalent wildfire risk mitigation is achieved.

[Ord. [O-32-2025](#) § 2 (Exh. A); Ord. [O-08-2024](#) § 2 (Exh. A); Ord. [O-50-2023](#) § 2 (Exh. A); Ord. [O-22-2023](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-15-2021](#) § 2 (Exh. A); Ord. [O-24-2019](#) § 2 (Exh. A)].

17.10.030 Definitions.

“Abandonment” means to cease or discontinue a use or activity for one year without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

“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.

“Accessory structure or building” means a subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.

“Accessory use” means a use that (1) is clearly incidental to and customarily found in connection with a principal or main use; (2) is subordinate to and serves a principal or main use; (3) is subordinate in extent, area, or purpose to the principal or main use; (4) is located on the same lot as the principal or main use; and (5) contributes to the comfort, convenience, or necessity of occupants, business, or industry of the principal or main use. Home businesses shall be considered an accessory use. Accessory uses may occur within a principal structure and shall not necessarily take place in an accessory structure.

“Active recreation areas” means areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (e.g., sports fields and play areas).

“Adjacent” or “adjoining” includes all lots or parcels that directly border the lot or parcel on which a development is proposed, and all lots or parcels separated from that lot or parcel by only a public or private easement or right-of-way, including streets and irrigation canals.

“Affected entity” means a county, municipality, independent special district under Title [17A](#), Chapter [2](#), Utah Code Annotated 1953, Independent Special Districts; local districts under Title [17B](#), Chapter [2](#), Utah Code Annotated 1953, Local Districts; school districts, interlocal cooperation entities established under Title [11](#), Chapter [13](#), Utah Code Annotated 1953, Interlocal Cooperation Act; specified public utilities, or the Utah Department of Transportation if: (1) the entity’s services or facilities are likely to require expansion or significant modification because of an intended use of land; (2) the entity has filed with the municipality a copy of the entity’s general or long-range plan; or (3) the entity’s boundaries or facilities are within one mile of land which is the subject of a general plan amendment or land use ordinance change.

“Agricultural use” means the use of a tract of land for growing crops in the open, dairying, pasturage, horticulture, floriculture, general farming uses and necessary accessory uses, including the structures necessary for carrying out farming and ranching operations and the residence of the person who owns or operates the farm, and the family thereof; provided, however, such agricultural use shall not include: the raising or keeping of fur-bearing animals, or the operation of commercial stockyards, or feed yards, slaughterhouses, rendering facilities, or concentrated animal production operations such as hog or poultry farms.

“Alley(way)” means a publicly dedicated and platted public thoroughfare not classified as a street, typically used to provide access to the rear or side yards of a property. The allowed or required dimension(s) for an alley is provided in this code.

“Alluvial fan” means an outward spreading, gently sloping mass of alluvium deposited by a stream, especially in an arid or semiarid region where a stream issues from a narrow canyon onto a plain or valley floor. Viewed from above it has the shape of an open fan, the apex being at the canyon mouth.

“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; these uses shall comply with Chapter [6.05](#) EMMC.

“Appeal authority” means a person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or variance.

“Application” means an application required by this title or EMMC Title [16](#).

“Art gallery” means an establishment engaged in the sale, loan or display of paintings, sculpture or other works of art. This term does not include libraries or museums.

“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” 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.

“Auditorium” means a multi-purpose assembly facility that is designed to accommodate conventions, live performances, trade shows, sports events and other similar public events.

“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” 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.

“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” means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include nonserviceable or junk vehicles or equipment.

“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” 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” 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.

“Berm” means a wall or landscaped bank of raised earth or stone that creates a ridge or embankment.

“Block” means the distance along any given road frontage between two intersections with three or more connecting links.

“Buildable land” means any land suitable for development or construction of any building or structure, and all other land not classified as unbuildable land. For the purposes of calculating improved open space acreage requirements, buildable land shall include all land incorporated within the boundaries of any lot.

“Buildable lot area” means that portion of a building lot not included within any required yard setbacks, public utility easement, or open space within which a building may be located.

“Building” means any structure used or intended for supporting or sheltering of any use or occupancy.

“Building envelope” means the buildable lot area for primary structures and detached accessory dwelling units.

“Building official, city” means the employee, contractor, individual or firm responsible for all building construction plan reviews, inspection of all building construction, enforcement of the city’s adopted building codes and policies and any other responsibilities required by the city relating to the construction of buildings.

“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.

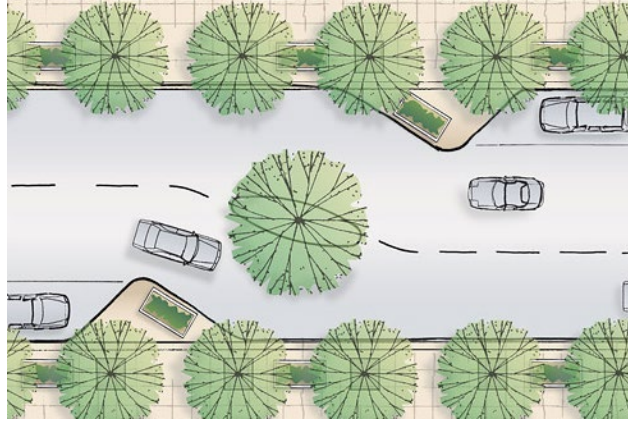
“Caretaker dwelling” shall mean an accessory use where a caretaker is permitted to reside on site at the place of business for which they are charged to look after. The caretaker dwelling shall include cooking, sleeping, and sanitation facilities.

Certificate of Occupancy. A certificate of occupancy is issued upon the completion of a building and any accompanying improvements required by the city and its ordinances.

“Character” means the aggregate of all features and traits that form the individual nature of a person or thing.

“Check cashing and deferred deposit lender” means an organization involved in the providing of loans or consideration to customers in exchange for personal property, such as property titles or personal checks. Such services shall include check cashing businesses licensed and/or defined by the state pursuant to the Check Cashing Registration Act, car title loan businesses, deferred deposit loan businesses, and businesses of a similar nature offering such services as a primary function. The term “financial service” shall not include fully automated standalone services, such as automated teller machines, nor those used and defined herein as “bank.”

“Chicane” means a series of narrowings or curb extensions that alternate from one side of a street to the other forming S-shaped curves.



“Church” means a place of worship, synagogue, temple, mosque or other place of religious worship, including any accessory use or structure used for religious observances.

“City” means Eagle Mountain City, Utah.

“City council” means Eagle Mountain’s elected and governing body.

“Clear vision triangle” means a clear line of sight provided at intersections by delineating triangular areas adjacent to all intersections, within which no parking, building, structure, berm, or landscaping over three feet in height above the street shall be permitted. Single-trunk trees may be planted within such areas, but only where the tree will be pruned to eliminate all branches and foliage below eight feet. Driveways are prohibited within the clear vision triangle of local streets unless there is no other feasible placement of a driveway on a lot. Clear vision triangles may not be required if an approved chain link or other non-sight-obscuring fence is used. See Chapter [17.60](#) EMMC for more information.

“Cluster home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. A cluster homes development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as patio homes.

“Commercial riding arena” means commercial roping or other equestrian events and riding arenas (unlighted), as well as commercial roping and riding arenas and other equestrian events (lighted) which may or may not be totally enclosed within a structure.

“Communication facilities and towers” means a freestanding facility, building, pole, tower, or structure used to provide only wireless telecommunications services and which consists of, without limitation, antennas, equipment and storage and other accessory structure used to provide wireless telecommunication services.

“Community recreation center” means a place, structure, area or other facility used to provide social and recreational programs generally open to the public and designed to accommodate and serve some segment of the community.

“Compatible” or “compatibility” means consistent with, harmonious with, similar and complementary to the use and/or function of natural systems and/or existing land uses in an area.

“Concept plan” means a pre-application opportunity for the city manager and the planning commission to be made aware of an impending development proposal and for the developer to be made aware of possible issues and questions, as well as the applicable requirements of this title. Concept plans are not approved or denied, but are intended to only identify and raise relevant issues related to the proposed development.

Conditional Use. A conditional use allows certain structures in zones which may be acceptable under special conditions and in specific locations within the zoning district. Conditional uses require a special permit that is approved subject to the use meeting standards contained in this title.

“Conditional use permit” means a permit granted by the city that allows a use identified as requiring conditional use approval in the zoning district regulations or elsewhere in this title.

“Condominium” means a single unit in a multi-unit project or structure which is separately owned, which may be combined with an undivided interest in common areas and facilities of the property, and subject to the Utah Condominium Ownership Act.

“Conference center” means a facility designed for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including temporary outdoor displays, and food and beverage preparation and service for on-premises consumption.

“Connectivity index” means a ratio of roadway links and nodes that serve as a metric for measuring the level of connectivity.

“Conservation easement” means an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.

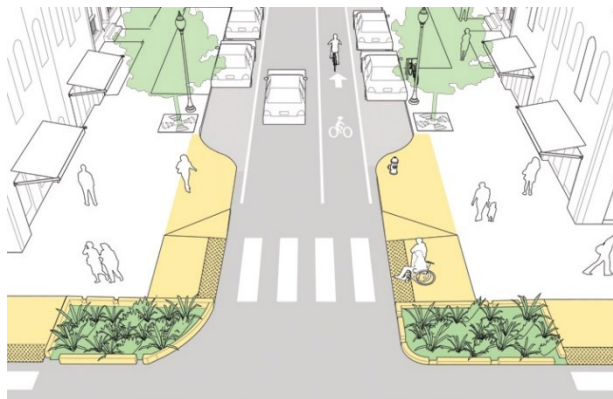
“Constrained land” means all land with a slope greater than 25 percent or encumbered by floodplains.

“Construction office trailer” means a mobile home, travel trailer, truck trailer, or other temporary structure used as an office in conjunction with a construction project.

“Corner lot” means any lot that is bordered by more than one street where such streets are not parallel.

“Culinary water authority” means the person, department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

“Curb extension” means a traffic calming measure, primarily used to extend a sidewalk, reducing the crossing distance for pedestrians.



“Day care center, adult” means a nonmedical 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” 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.

“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” 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.

“Degree of nonconformity” means the measured extent to which an existing use or building fails to comply with a requirement of this title. For example, the degree of nonconformity of a parking lot that has four spaces, but serves a commercial use requiring nine, is five parking spaces. No change in the nonconforming use that would reduce the number of parking spaces could be permitted, because that would increase the degree of nonconformity.

“Density” means the gross number of dwelling units per acre. Gross acreage includes the entire development (roads, neighborhood parks and squares, neighborhood commercial centers, etc.). “Density” is not synonymous with “lot size.”

“Development” means any activity or construction, excluding normal agricultural activities, that changes the basic character or use of the land, including the division of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any regulated mining, excavation, landfill, or substantial land disturbance; and any use or extension of the use of land. The following operations or uses shall not be taken to be development for the purposes of this title:

1. Work by a highway or road agency for the maintenance of a road, if the work is carried out on land within the boundaries of the right-of-way;
2. Utility installations;
3. Landscaping for residential uses; and
4. Work involving the maintenance of existing landscaped areas and existing rights-of-way such as setbacks and other planted areas.

“Development agreement” means a form of contract between city and developer that establishes in detail the specific improvements required for some development approvals and which may contain other requirements on which the approval is conditioned. They may also vest certain additional rights with the developer or the city.

“Development density area acreage” means the total (gross) acreage of the development density area and approved project improvements.

“Drive-through service” means a feature or characteristic of a use involving sales or products or provision of services to occupants in vehicles, including drive-in or drive-up windows, that allows customers to transact business or receive services or goods while remaining in their motor vehicles.

“Drought-resistant grasses” means grasses that, once established, will require limited or no regular irrigation for adequate appearance, growth, and disease resistance.

“Earth products extraction” means the extraction and removal of sand, gravel, topsoil, and other earth products from underground mines or open pits. 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 stockpiles, waste dumps, buildings, facilities and storage yards used in and relating to the extraction and removal of earth products.

“Easement” means a nonpossessory property interest that provides a right to enter, use, or enjoy real property owned by or in the possession of another and imposes on the owner or possessor a duty not to interfere with the entry, use, or enjoyment permitted by the instrument creating the easement or, in the case of an easement not established by express grant or reservation, the entry, use, or enjoyment authorized by law.

“Electronics repair shop” means a use engaged in repair of household electronic items and appliances.

“Engineer, city” means the employee, contractor, individual or firm responsible for all municipal engineering activities including, but not limited to, design of public infrastructure, construction inspection of public infrastructure, long-range capital infrastructure planning, design and construction review services and any other responsibilities required by the city.

“Equestrian center” means (1) an establishment engaged in the boarding, feeding, or general care of horses or other large animals for personal or commercial purposes, and (2) includes uses such as agriculturally oriented gatherings, assemblies and shows, and the sale of feed, tack and other agricultural products.

“Equine assisted therapy center” means an outpatient facility that offers therapeutic equestrian riding, equine-assisted services, and equine-facilitated therapeutic services, and may offer licensed clinical therapy services.

Existing. The term “existing” is used to indicate a parcel of land, use, or building that was in existence on the effective date of the ordinance codified in this title.

“Family” is defined as follows:

1. One or more persons related by blood, marriage, adoption or legal guardianship, including foster children, living together as a single housekeeping unit in a dwelling unit; or
2. A group of not more than four persons not related by blood, marriage, adoption, or legal guardianship living together as a single housekeeping unit in a dwelling unit; or
3. Two unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.

The term “family” shall not be construed to mean a club, group home, lodge, fraternity/sorority house or shelter.

“Fence” means a type of upright linear structure that serves as a barrier and/or boundary and is customarily used to mark a property boundary and/or to control access to/from a property, serve as a sight or protective screen or as a decorative element. Fences are made of varying materials and in varying styles. Common subtypes (with sample pictorial representations) include as follows:

“Board” means a fence that is mainly or wholly comprised of vertically arranged boards (often cedar wood) abutted together in a row.



“Board-on-board” (aka “shadowbox”) means a fence with alternating vertical boards over horizontal structures that give the fence a finished look on both sides.



“Chain-link” or “cyclone” means any fence that is constructed out of some type of woven wire fence, typically with a minimum gauge ranging from nine to 11.



“Chained fencing” means lengths of chain (usually heavy gauge) suspended between support poles/bollard or columns.



“Decorative” means any fence not specifically established to curtail access through or past the same. Decorative fences shall not include any form of chain link material.



“Gabion basket” means a wire mesh wrapped column of rock, usually river rock or similar materials to form an effectual basket.



“Lattice” means an open framework made of strips of wood or similar material overlapped or overlaid in a regular crisscross or decorative pattern.



“Non-site-obscuring” means a fence (e.g., picket, chain-link, solid fence with partial wire or lattice composition) that allows some view through the same.



“Ornamental” means wrought iron, tubular aluminum, or other decorative metal fence.



“Picket” means a fence with in-line boards with gaps between the same. Typically, the gaps are the same width as the boards and the boards are usually arranged vertically.



“Privacy screen, residential” means a type of fence or curtain wall placed on a property (typically along a patio, deck, courtyard, or swimming pool) not as a fence but rather a barrier to facilitate enhanced privacy or view screening on a property. Screens in this title are treated as a form of accessory structure instead of a fence, and are subject to accessory structure code standards.



“Site-obscuring” means a fence (e.g., board or vinyl) or wall that by its construct inhibits viewing through or past the same.

“Split-rail” means a fence typically featuring two or three cross-members between posts or supports.



“Vinyl” means a fence that is mainly or wholly comprised (typically) of vertically arranged vinyl panels abutted together in a row.



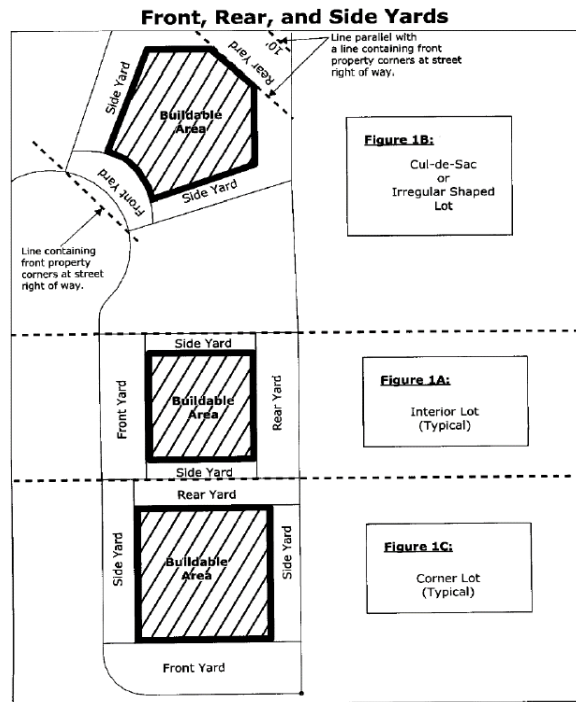
“Wire fencing” (aside from chain-link) means a fence comprised of strands of wire laced in varying ways. Such definition includes the following subtypes: barbed, chicken, hog, welded, hardware cloth, poultry netting, garden fence mesh or similar. Wire fencing may also include types of electric fencing. When a type of wire fencing is noted in this code, it shall refer to the common type available for sale commercially.



“Final plat” means a drawing recordable under the provisions of the Utah Code.

“Floor area ratio” means the total floor area of a building, including all floors, divided by the total lot size.

“Front yard” means any property extending across the full width of a lot from the front line of the lot to the nearest wall of the main building situated on the lot including but not limited to landscaping and driveway(s).



“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.

“Garden court” means a detached housing development consisting of a courtyard or park surrounded on two or three sides by homes. These homes are generally facing/fronting the courtyard, are located on small lots or areas of common open space, and are accessed from a residential alley behind the homes.

“General plan” means the comprehensive, long-range strategic future development plan for the city, which includes elements such as future land uses, transportation, housing, parks and open space.

“Group home” means a residential facility established as a single housekeeping unit and shared by no more than eight unrelated persons, exclusive of staff, who require assistance and supervision. A group home is licensed by the state of Utah and provides counseling, therapy and specialized treatment through this temporary living arrangement, along with habilitation or rehabilitation services for physically or mentally disabled persons. See Chapter [17.75](#) EMMC for regulations concerning group homes.

“Hardscape” means durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.

“Home business” means a nonresidential or business activity conducted in a dwelling or a building accessory to a dwelling. Home businesses, by definition, comply with the detailed performance standards of the city’s land development code.

“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.

“Impact” means the direct or indirect effect or consequence resulting from a development upon land, the environment, the community or any part or segment thereof. The term shall include, but not be limited to, physical, environmental, economic, visual, or auditory effects.

“Improved open space” means park area that is improved as part of a residential development. Improved open space may include, but need not be limited to, lawns, landscape areas, paved trails, active recreation areas, children’s playgrounds, swimming pools, ball fields, multi-purpose courts, tennis courts, and other approved park improvements. The design and included elements in required improved open space are approved at the discretion of the planning commission and city council in accordance with Chapter [16.35](#) EMMC.

“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.

“Interior lot” means any lot that is bordered by only one street.

“Kitchen” means any room and/or other place used, or intended or designed to be used, for cooking or the preparation of food that is at a minimum comprised of a set of fixed cooking facilities other than hot plates or other portable cooking units; includes kitchenettes. Second kitchens in a single-family dwelling are only allowed with a recorded deed restriction, or an approved accessory dwelling unit permit. Outdoor cooking facilities shall be excluded from second kitchen restrictions.

Land Use Application. See “Application.”

“Land use authority” means a person, board, commission, agency, or other body designated by the city council to act upon an application or land use application.

“Land use ordinance” means a planning, zoning, development, or subdivision ordinance of Eagle Mountain City, but not including the general plan.

“Landscaping” means the improvement of a lot, parcel or tract of land with rock material, grass, ground cover, shrubs and/or trees. Landscaping may include pedestrian walks, flower beds, ornamental objects such as fountains, statuary and other similar natural or artificial objects designed and arranged to produce an aesthetically pleasing effect.

“Lawn” means ground that is covered with grass or turf that is regularly mowed.

“Lot” means a parcel of land legally approved by the city for building purposes.

“Lot coverage” means the ratio of the portion of the lot covered by buildings, including accessory buildings, sidewalks, driveways, and other impervious surfaces, to the total lot area.

“Lot frontage” means that portion of a property abutting a public or private street or the fact that having such abutment exists.

“Lot line adjustment” means the adjustment of a property lot line that meets the requirements of this title for the adjustment of lot lines.

“Lot of record” means a lot designated on a subdivision plat duly recorded in the county recorder’s office or other official record pursuant to statute. Sometimes, however, the county may refer to a metes and bounds parcel as a lot of record.

“Lot split” means the division of a single lot or parcel of land from an existing lot of record as of the date of the incorporation of Eagle Mountain City for immediate or future offer, sale, lease, or development that is not exempted by the city’s land development code and where both parcels will have access to a public street.

“Main entrance” means the entranceway of a residence or other building closest to the public street or sidewalk or one which would be reasonably perceived to be the entrance to the structure.

“Major development” means any proposed development process that requires a public hearing and review by the planning commission and city council; these processes generally include, but are not limited to, master development plans, rezoning of property, preliminary and final subdivision plats, site plans, conditional uses, and plat amendments.

“Manufactured home or dwelling” means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act ([4 U.S.C. Section 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” 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” 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.

“Master development plan” means a plan that indicates, among other things, density ceilings, how property will be developed, phasing, utility service, financial feasibility, vehicular and pedestrian circulation, open space, parks and recreation, trails and all other requirements of master development plans found in the city’s land development code.

“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.

“Meeting center” refers to the definition of “conference center.”

“Minor development” means any proposed development process that may be reviewed and approved by the planning director upon compliance with the provisions of this title and EMMC Title [16](#). A minor development may also be an element of a major development application for which the planning commission or city council has performed a previous review and delegated final approval to the planning director upon compliance with the conditions of approval.

“Mixed-use” means a land use accommodating two or more compatible land uses, typically residential and commercial uses.

Motel. See “Hotel.”

“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.

“Mulch” means any materials left loose and applied to soil such as rock, bark, compost, wood chips, or other materials.

“Multifamily dwelling” means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental. See also “Family.”

“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.

“Nonconforming lot” means a separate parcel of land that existed on the effective date of the ordinance codified in this title but is too small to serve as a site for building in compliance with the requirements of this title.

“Nonconforming structure” means a structure that: (1) legally existed before its current land use designation; and (2) because of one or more subsequent land use ordinance changes does not conform to setback, height, restrictions, or other regulations, excluding those regulations that govern the use of land.

“Nonconforming use” means a use of land that: (1) legally existed before its current land use designation; (2) has been maintained continuously since the time the land use ordinance regulation governing the land changed; and (3) because of one or more subsequent land use ordinance changes does not conform to the regulations that now govern the use of the land.

“Nuisance” refers to the definitions as established in Sections [76-10-801](#), [76-10-803](#), and [78B-6-1101](#), Utah State Code.

“Off-street parking” means parking provided on public or private property, excluding public rights-of-way.

“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.

“Open space” means an area which is completely free and unobstructed from any structure or parking areas. Landscaping, walkways, covered patio areas, light poles and other ornamental features shall not be considered as obstructions for the purposes of this definition.

“Outdoor sales and display” means a permanent outdoor area used for permanent display of merchandise or goods available for purchase from the business located within a permanent structure.

“Outdoor 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 outside the confines of a building.

“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” 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” is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.

“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 garage” means a communal parking structure used primarily for parking and storage of multiple motor vehicles that is either attached to, incorporated into, or detached from the primary structure. This definition does not apply to single-family residential garages.

“Patio home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. Patio homes may also be attached to one or more other patio homes, each with a small private patio or yard area. A patio home development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as cluster homes.

“Permitted use” means a use which is authorized by definition in the zone.

“Phasing plan” means a plan that identifies the order and timing of the construction or completion of a development, subdivision, master development plan, site plan or other project.

“Planning director” means the employee, contractor, individual or firm responsible for coordination of all municipal planning activities including, but not limited to, long-range land use planning, ordinance preparation, administration and enforcement of the land development code, land use interpretation, major development review, coordination with the city planning commission and any other responsibilities required by the city relating to planning and development.

“Plant and tree nursery” refers to the definition of “garden center.”

“Planting beds” are areas of landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.

“Plat amendment” means any change in the lot arrangement or routing of rights-of-way or easements within a recorded plat.

“Portable storage” means a container that is either rented or purchased that is specifically designed and manufactured for use as a temporary storage device, not exceeding eight feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes, or other similar containers that have been modified from a previous use.

“Preliminary plat” means a map indicating the proposed layout of a development and related information that is submitted for preliminary plat approval.

“Private and public schools” means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.

“Property” means an area of land defined by legal boundaries being any of the following:

1. A single, platted, lot of record.

2. A portion of a lot of record.
3. A combination of complete lots of record, or portions of lots of record considered as a group.
4. A parcel of land described by metes and bounds.
5. A portion of a parcel.
6. A combination of parcels or portions of parcels considered as a group.

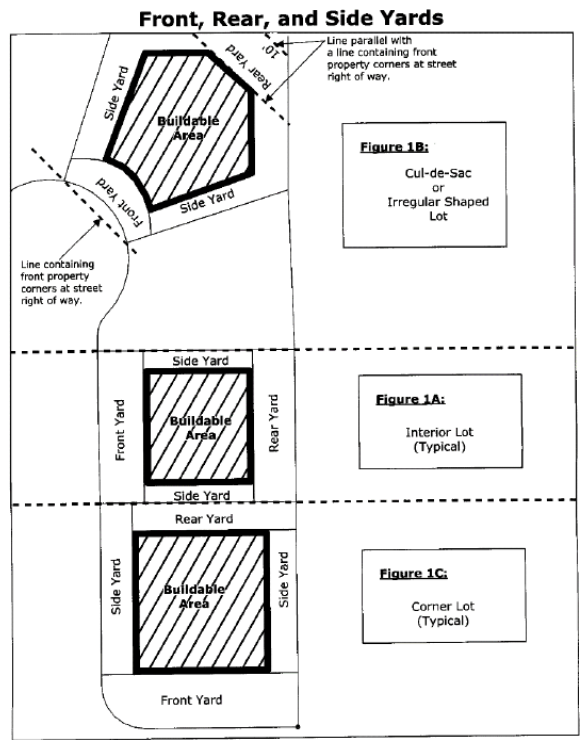
“Property width” means the measurement of a portion of a property along its frontage between its side property lines or a side property line and corner or street side line using a horizontal line.

“Public hearing” means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

“Public meeting” means a meeting that is required to be open to the public under Title 52, Chapter 4, Utah Code Annotated 1953, Open and Public Meetings.

“Public utility easement” means the same as that term as defined in Section 54-3-27, Utah Code Annotated 1953, as amended.

“Rear yard” means any property extending across the full width of a lot and is more or less opposite to the front lot line. The depth of the rear yard is the shortest distance from the rear line of the lot to the nearest wall of the main building situated on the lot.



“Reception center” means a facility which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations or gatherings. Such a use may or may not include on-site kitchen/catering facilities.

“Recreational water facility” means a permanent or temporary above-ground or in-ground swimming pool, hot tub, spa or other similar structure that is capable of holding water that is more than 24 inches deep.

“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.

“Residential, base density” means the residential zone category that consists of projects with gross densities less than or equal to 0.8 dwelling units per acre. All residential projects are allowed to develop at this density.

“Residential 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.

“Residential juvenile group home” means a 24-hour-per-day group living environment for adolescents under the age of 18, unrelated to an owner or operator, that helps individuals who have emotional, psychological, developmental, or behavioral dysfunctions or impairments to acquire and strengthen the social and behavioral skills necessary to live independently in the community.

“Residential rehabilitation and treatment facility” means a facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of adults or juveniles in order to provide rehabilitation, treatment, counseling, or educational services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse, or mental health.

“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.

“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” 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.

“Retaining wall(s)” means any of a type of structure emplaced to either hold back (i.e., retain) earth left exposed by the making of a cross cut across a sloped surface like a hill, or those designed to hold back artificially backfilled earth and create a “shelf-like” embankment feature.

“Sanitary sewer authority” means the person, department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer service or on-site wastewater systems.

“Service drive” means a nondedicated privately owned and maintained thoroughfare that functions like a driveway by providing an improved vehicular circulation path on a site as well as access to a parking area(s) and public rights-of-

way. The allowed or required dimension(s) for a service drive (one-way or two-way) shall be as per requirements in EMMC [17.55.120](#).

“Setback” means the minimum required distance between the property line and the building, excluding porches, window wells, verandas, uncovered decks, and other similar structures. Currently recorded or approved subdivisions at the time of enactment of the ordinance codified in this title by the city council shall continue to be subject to side setback requirements of the development code of Eagle Mountain City adopted on September 28, 1999.

1. For interior lots:

a. Front. The front setback is the distance, at the nearest point, from the street right-of-way to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

b. Rear. The rear setback is the distance, at the nearest point, from the alley right-of-way or the property line that is parallel, or more or less parallel, to the street, to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

c. Side. The side setback is the distance, at the nearest point, from a property line that is perpendicular, or more or less perpendicular, to the street, to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

2. For corner lots:

a. Front. The front setback is the distance, at the nearest point, from the street right-of-way on which the principal building has its address to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

b. Rear. The rear setback is the distance, at the nearest point, from the property line opposite the street on which the principal building has its address to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

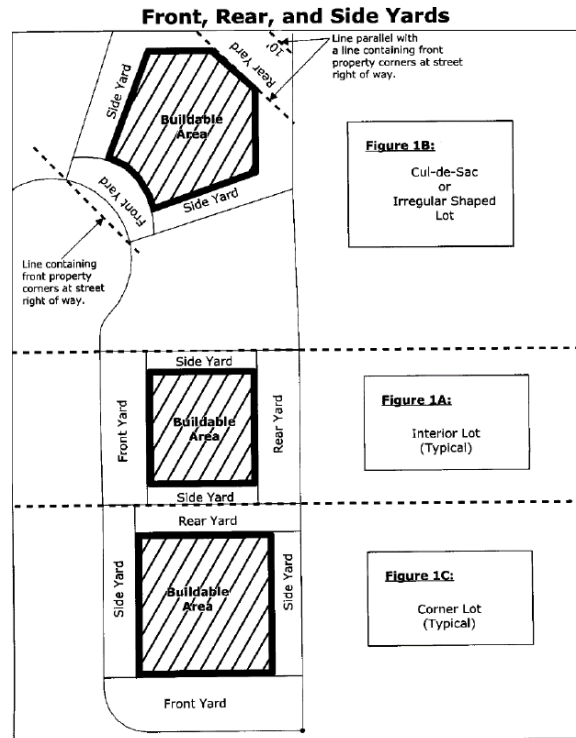
c. Side. The side setback is the distance, at the nearest point, from a property line that is perpendicular, or more or less perpendicular, to the street on which the building has its address, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

“Sexually oriented business” refers to the definition as provided in Chapter [5.20](#) EMMC.

“Shipping container” refers to the definition of “portable storage.”

“Shopping center” means a concentration of related commercial establishments with one or more major anchor tenants, shared parking, and unified architectural and site design. A shopping center normally has single or coordinated ownerships/operations/management control and may include separate stand-alone sites as well as architecturally connected units.

“Side yard” means any property between a building and the adjacent side lot line, encompassing any area not considered to be front or rear yard. On corner lots, the side yard adjacent to a street shall extend from the back line of the front yard 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 “Front yard.”



“Sign” means any object or structure used to identify, advertise, or in any way attract or direct attention to any use, building, person, or product by any means, including, but not limited to, the use of lettering, words, pictures, and other graphic depictions or symbols.

“Single-family detached dwelling” means any detached single-family residence that averages 20 or more feet in width as measured across the front of the foundation, is attached to a permanent foundation, is permanently connected to the municipal utilities (where available), and is clearly designed, with one front door entrance, for occupancy by one family related by blood or marriage. This specifically includes manufactured homes that meet the foregoing definition and comply with the National Manufactured Home Construction and Safety Standards Act ([40 U.S.C. Section 1504](#)) and the International Building Code or the International Residential Code. Manufactured homes that do not comply with the standards set forth above, such as recreational vehicles and travel trailers, are multifamily dwellings. See also “Family.”

“Site plan review” means an approval process for commercial, industrial, institutional and multifamily dwelling development plans, proposed on property that has been previously zoned for that purpose. Locations of improvements, buildings, parking areas, landscaping, access points, open space, trails, signage, lighting or other site considerations and requirements are part of a site plan review process.

Slope. Slope shall be determined before any site clearing, excavation, or grading, and expressed as a percentage (rise/run x 100). Measurement shall be made perpendicular to the contours of the land, between natural (changes in slope as landforms change) or manmade (road cuts and similar breakpoints) breakpoints.

“Special district” means an entity established under the authority of Title [17A](#), Utah Code Annotated 1953, Special District, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or unit of the state.

“Stables” means a building in which horses are sheltered, which may be accessory to a residence or other use or a freestanding principal use.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the next floor above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above.

“Subdivision” means any land that is divided, re-subdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms and conditions for the purposes of sale or development. The following are not considered subdivisions where no new streets or public infrastructure is created or is required to be created: (1) divisions of land for agricultural purposes where the resulting parcels are in excess of 160 acres in size; (2) divisions of property by testamentary provisions; (3) divisions of property by court order; (4) consolidation of existing properties by deed or other recorded instrument; (5) a legally approved lot split as defined in this title.

“Subdivision sales office” means a temporary or permanent structure used in a temporary fashion for the sales activity of properties within an under-construction or recently completed subdivision.

“Temporary use” means a land use that is less than 30 days in duration and is most commonly related to specific events such as Pony Express Days, festivals, special sales or other activities.

“Theater, concert hall” means a building used principally to present live performances of plays, operas, concerts and the like to the public.

“Theater, movie” means a building used principally to present showings of cinematic films to the public.

“Tiny home on wheels” means a detached self-contained unit which shall include permanent provisions for living, sleeping, eating, cooking and sanitation. A tiny home on wheels must have at least 140 square feet of first floor interior living space.

“Tobacco specialty business” means a retail establishment that derives 35 percent or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code Section [76-10-101.3](#), as may be amended from time to time, and in which the sale of other products is merely incidental.

“Total landscaped area” is the improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures.

“Towing yard” means an establishment engaged in the temporary storage of vehicles that have been towed, carried, hauled or otherwise moved from public or private property for impoundment in a public or private impound yard. This use includes vehicle transport companies engaged in similar activities. This use does not include vehicle rental or sales of new or used vehicles or parts (except for necessary sales of unclaimed impounded vehicles), vehicle repair, automobile wrecking yard, junk or salvage yard, or a freight terminal.

“Unbuildable land” means land with slopes in excess of 25 percent, land restricted by power lines, utility corridors, canyons and washes, streams, alluvial discharge areas, storm drain retention/detention areas, floodplains and floodways, geologically sensitive areas that require special engineering considerations for safe habitation, and wetlands. For the purpose of determining what land may qualify as improved open space only, unbuildable land is any land with slopes in excess of 15 percent.

“Uplighting” means where a landscape feature, sign, building, or architectural feature is illuminated by a luminary that is directed upward at an angle of more than 50 degrees.

“Use” means the activities occurring on a lot or parcel for which land or a building is arranged, designed or intended, for which land or a building is or may be occupied, including all accessory uses.

“Utilities” includes culinary water lines and systems, pressure and gravity irrigation lines and/or ditches, sanitary sewer lines, storm drain lines, subdrains, electric power, natural gas facilities, cable television, telephone transmission lines, data transmission lines, underground conduits and junction boxes.

Variance. Variances provide relief for landowners who, because of some unique physical characteristic of their property, would have no beneficial use of that property if the provisions of this title are strictly enforced. A variance is a deviation from the basic land use requirements that apply to the property and its structures.

“Vehicle storage” refers to the definition of “towing yard.”

“Warehouse” means a structure, or part thereof, or area used primarily for the storage of goods, inventory and merchandise.

“Wet bar” means a bar or serving counter, as in a recreation room, equipped with running water and sink.

“WUI Boundary Lot” means a lot identified as being within the Wildland Urban Interface (WUI) high risk on the City’s adopted WUI Map that directly abuts land designated as being undeveloped wildland, open space, or other areas identified by the City as having elevated wildfire risk.

[Ord. [O-32-2025](#) § 2 (Exh. A); Ord. [O-03-2025](#) § 2 (Exh. A); Ord. [O-57-2024](#) § 2 (Exh. A); Ord. [O-53-2024](#) § 2 (Exh. A); Ord. [O-41-2024](#) § 2 (Exh. A); Ord. [O-27-2024](#) § 1 (Exh. A); Ord. [O-15-2024](#) § 2 (Exh. A); Ord. [O-10-2024](#) § 2 (Exh. A); Ord. [O-52-2023](#) § 2 (Exh. A); Ord. [O-46-2023](#) § 2 (Exh. A); Ord. [O-35-2023](#) § 2 (Exh. A); Ord. [O-04-2022](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-36-2020](#) § 2 (Exh. A); Ord. [O-27-2020](#) § 2 (Exh. A); Ord. [O-09-2019](#) § 2 (Exh. A); Ord. [O-02-2019](#) § 2 (Exh. A); Ord. [O-21-2018](#) § 2 (Exh. A); Ord. [O-21-2017](#) § 2 (Exh. A); Ord. [O-17-2017](#) § 2 (Exh. A); Ord. [O-02-2017](#) § 2 (Exh. A); Ord. [O-25-2016](#) § 2 (Exh. A); Ord. [O-16-2016](#) § 2 (Exh. A);

Ord. [O-05-2016](#) § 2 (Exh. A); Ord. [O-02-2016](#) § 2 (Exh. A); Ord. [O-06-2015](#) § 2 (Exh. A); Ord. [O-04-2015](#) § 2 (Exh. A); Ord. [O-08-2012](#) § 3 (Exh. A); Ord. [O-05-2011](#) § 2 (Exh. A); Ord. [O-12-2009](#) § 2 (Exh. A); Ord. [O-10-2007](#) § 2 (Exh. A § 2.3); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 2.3)].

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 |
|------------------------------------------------------------------------------------|-----------------------------|---------------------------|-----------------------|-------------------------|-------------------------|----------------------------|-------------------------|---------------------|----------------------------|------------------------------------------------|------------------------------------------------|
| | RA1 | RA2 | RD1 | RD2 | FR | R1 | R2 | R3 | RC | MF1 | MF2 |
| Type of Housing | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached | SF detached (small lot) | MF 2-6 units/building | MF ≤ 12 units/building |
| Maximum Gross Density | | | | | | | | | | 10 units/acre | 20 units/acre |
| Minimum Residential Lot Sizes | 5+ acres (217,800 sq ft) | 2.5 acres (108,900 sq ft) | 1 acre (43,560 sq ft) | 1/2 acre (21,780 sq ft) | 1/4 acre (10,890 sq ft) | 1/4 acre (10,890 sq ft) | 8,000 sq ft | 6,500 sq ft | 4,500 sq ft | | |
| Minimum Average Lot Sizes ⁷ | | | | 3/4 acre (32,670 sq ft) | 1/2 acre (21,780 sq ft) | 1/3 acre (14,520 sq ft) | 1/4 acre (10,890 sq ft) | 8,500 sq ft | 6,000 sq ft | | |
| Required Improved Open Space (in compliance with EMMC 16.3 5.105) | | | | 500 sq ft per lot | 750 sq ft per lot | 750 sq ft per lot | 900 sq ft per lot | 1,000 sq ft per lot | 1,000 sq ft per lot | 1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd | 1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd |
| Primary Structure Maximum Height ¹ | 35' | 35' | 35' | 35' | 35' | 35' | 35' | 35' | 35' | 35' ⁸ | 35' ⁸ or 45' ⁹ |
| Accessory Structure Maximum Height ¹ | 35' | 35' | 35' | 25' | 20' | 20' | 20' | 20' | 20' | 20' | 20' |
| Ancillary Structure Maximum Height ⁶ | 10' above primary structure | | | | | | | | | | |

Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 | |
|------------------------------------------------------|--------------------|-------------|--------------------|-------------|----------------------|----------------------------|-----------|-----------|----------------------------|------------------------------------------------------|------------------------------------------------------|--|
| | RA1 | RA2 | RD1 | RD2 | FR | R1 | R2 | R3 | RC | MF1 | MF2 | |
| Minimum Lot Frontage ² | 150' | 150' | 125' | 100' | 90' | 85' | 80' | 62' | 58' | Townhouses ^{2b} Apartments ^{2c} | Townhouses ^{2b} Apartments ^{2c} | |
| Minimum Lot Frontage (cul-de-sac or circle) | 100' | 100' | 75' | 60' | 50' | 45' | 40' | 20' | 20' | Townhouses ^{2b} Apartments ^{2c} | Townhouses ^{2b} Apartments ^{2c} | |
| Minimum Dwelling Size (excluding garage) | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 1,000 sq ft | 800 sq ft | 800 sq ft | 800 sq ft | 650 sq ft | 650 sq ft | |
| Minimum Setbacks for Primary Structures ³ | | | | | | | | | | | | |
| Front | 35' | 35' | 30' | 25' | 25' | 25' | 25' | 15' | 15' | 15' | 15' | |
| Front Garage | 45' | 45' | 40' | 30' | 25' | 25' | 25' | 22' | 22' | 22' ⁵ | 22' ⁵ | |
| Rear | 35' | 35' | 35' | 35' | 35' | 25' | 20' | 20' | 20' | 30' between buildings | | |
| Rear (WUI boundary lots) ² | 35' | 35' | 35' | 35' | 35' | 30' | 30' | 30' | 30' | 30' | 30' | |
| Side | 20' | 20' | 15' | 10' | 10' | 10' | 8' | 8' | 8' | 15' between buildings | 20' between buildings | |
| Garage Side | 20' | 20' | 15' | 15' | 10' | 10' | 10' | 10' | 10' | 15' between buildings | 20' between buildings | |
| Street Side | 25' | 25' | 25' | 25' | 15' | 15' | 15' | 15' | 15' | 15' | 15' | |
| Maximum Footprint Coverage of Accessory | | | | | 10% | | | | | | | |

Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 | |
|--------------------------------------------------------|------------------------------------------------------------------------------------------|-----|--------------------|-----|----------------------|----------------------------|----|----|----------------------------|----|----------------------------|-----|
| | Zone Designation | RA1 | RA2 | RD1 | | RD2 | FR | R1 | R2 | R3 | | RC |
| Structure(s) ⁴ | | | | | | | | | | | | |
| Minimum Setbacks for Accessory Structures ³ | | | | | | | | | | | | |
| Front | Same as principal structure | | | | | | | | | | | |
| Rear | 10' | 10' | 10' | 10' | 5' | 5' | 5' | 5' | 5' | 5' | 5' | 5' |
| Side | 10' | 10' | 10' | 10' | 5' | 5' | 5' | 5' | 5' | 5' | 5' | 5' |
| Street Side | Same as principal structure | | | | | | | | | | | |
| Distance from a Residential Dwelling | Structures housing animals: 50' from neighboring residences; 6' for all other structures | | | | | 6' | 6' | 6' | 6' | 6' | 6' | 6' |
| Site Plan Approval Required (See Chapter 17.100 EMMC) | | | | | | | | | | | Yes | Yes |

¹ Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC [17.25.030](#), the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

² Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

^{2b} Townhouse buildings in MF1 and MF2 zones shall completely front/abut on, and be accessed via, streets, not service drives.

^{2c} Lots with apartment buildings thereon in MF1 and MF2 zones shall front/abut streets, but may have their parking spaces/lots accessed either via service drives or streets.

³ Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot

configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC [17.25.060](#).

⁴ Maximum footprint coverage is the total coverage on the lot of all accessory structures.

⁵ Driveway length exceptions for multifamily developments may be requested and considered at the discretion of the approval authority with a preliminary plat or site plan.

⁶ Ancillary structures include chimneys, television antennas, or other structures that are generally located on the roof of a residential building.

⁷ For approval of a preliminary plat or amended preliminary plat, the minimum average lot size is calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each original final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation. Amended final plats shall comply with the average lot size requirements of this section. For amended final plats, the minimum average lot size is calculated using only the portion of the plat that the amendment changes.

⁸ Multifamily dwelling structures shall contain no more than three stories.

⁹ Multifamily dwelling structures with a minimum roof pitch of 5/12 or flat roofs with rooftop amenities may be constructed with three stories up to 45 feet high.

¹⁰ Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

¹¹ Structures housing animals may be closer to neighboring residences with an approved alternative animal management plan. Accessory structure minimum setbacks will still apply.

¹² Where strict application of this WUI Boundary Lot rear setback would render a lot impractical to develop due to lot size, configuration, or topographic constraints, the Planning Director or designee, in consultation with the Fire Code Official or designee, may approve a reduced setback where equivalent wildfire risk mitigation is achieved.

[Ord. [O-32-2025](#) § 2 (Exh. A); Ord. [O-08-2024](#) § 2 (Exh. A); Ord. [O-50-2023](#) § 2 (Exh. A); Ord. [O-22-2023](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-15-2021](#) § 2 (Exh. A); Ord. [O-24-2019](#) § 2 (Exh. A)].

WUI Boundary Lot Setbacks

EMMC 17.10.030 & 17.25.040 Amendment



Background

Following coordination with UFA and FFSL on updated WUI requirements, staff identified an opportunity to improve fire safety conditions in the City. Fire officials recommended a 30-foot rear setback for properties adjacent to the WUI boundary, and this amendment incorporates that recommendation into the City's code through a new definition and updated development standards.



17.10.030 Definitions

“WUI Boundary Lot” means a lot identified as being within the Wildland Urban Interface (WUI) high risk on the City’s adopted WUI Map that directly abuts land designated as being undeveloped wildland, open space, or other areas identified by the City as having elevated wildfire risk.



17.25.040 Residential Development Standards

| General Plan Residential Category | Ag/Rural Density 1 | | Ag/Rural Density 2 | | Foothill Residential | Neighborhood Residential 1 | | | Neighborhood Residential 2 | | Neighborhood Residential 3 |
|----------------------------------------|--------------------|-----|--------------------|-----|----------------------|----------------------------|-----|-----|----------------------------|-----|----------------------------|
| Zone Designation | RA1 | RA2 | RD1 | RD2 | FR | R1 | R2 | R3 | RC | MF1 | MF2 |
| Rear (WUI boundary lots) ¹² | 35' | 35' | 35' | 35' | 35' | 30' | 30' | 30' | 30' | 30' | 30' |

¹² Where strict application of this WUI Boundary Lot rear setback would render a lot impractical to develop due to lot size, configuration, or topographic constraints, the Planning Director or designee, in consultation with the Fire Code Official or designee, may approve a reduced setback where equivalent wildfire risk mitigation is achieved.





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
APRIL 28, 2026**

| | |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TITLE: | PUBLIC HEARING / ACTION ITEM — An Ordinance of Eagle Mountain City, Utah Amending the Eagle Mountain Municipal Code 16.15 Concept Plans. Item to be TABLED |
| ITEM TYPE: | Development Code Amendment |
| FISCAL IMPACT: | N/A |
| APPLICANT: | City-initiated |

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

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

That the item be tabled.

BACKGROUND:

To be provided when item is re-reviewed.

ITEMS FOR CONSIDERATION:

The Planning Commission should consider the potential consequences associated with the proposed code changes if adopted. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
APRIL 28, 2026**

| | |
|-----------------------|---------------------------------------------------------|
| TITLE: | PRELIMINARY PLAT - Spring Run Plaza |
| ITEM TYPE: | Preliminary Plat |
| FISCAL IMPACT: | N/A |
| APPLICANT: | Steven Allred, Owner Jason Thompson, AWA Engineering |

| CURRENT GENERAL PLAN DESIGNATION & ZONE | ACREAGE |
|------------------------------------------------------------------------------|----------------|
| General Plan Designation: Community Commercial Zone: Commercial Community | 27.35 Acres |

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for the Spring Run Plaza Preliminary Plat with the following condition:

1. The Spring Run Plaza Master Development Agreement is approved and executed.

BACKGROUND:

The Applicants for the Spring Run Plaza are proposing a Preliminary Plat for a 27.35-acre parcel located on the northeast corner of Spring Run Parkway and Cory B. Wride Memorial Highway. The first phase of the project (8.15 acres) would be subdivided into six lots. The current proposal would leave lots 7 and 8 undeveloped with the understanding that when they are ready for development, the master development documents would be amended.

Road A will be classified as a minor arterial (122' right-of-way), though only a portion of it will be constructed with Phase 1. It is anticipated that Road A will be widened as needed, either due to further development of the property or the ability to create a connection elsewhere.

ITEMS FOR CONSIDERATION:

The Planning Commission shall take action on the proposed development application if the proposed development :

- Complies with all applicable development requirements and utility standards for the site;
 - Landscaping **(Yes)**
 - Access and circulation **(Yes)**
 - Right-of-way cross sections and dedications **(Yes)**

- Phasing **(Yes)**
- Traffic impact **(Yes)**
- Is in the public interest; **(Yes)**
- Is fully consistent with any applicable master development plan and development agreement previously approved by the city; and **(to be determined)**
- Is complete in all respects. **(Yes)**

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Preliminary Plat - Spring Run Plaza
2. UDVMA Letter of Determination - Spring Run Plaza
3. Presentation - Spring Run Plaza

Spring Run Plaza Subdivision

A part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah 2026

Owner / Developer

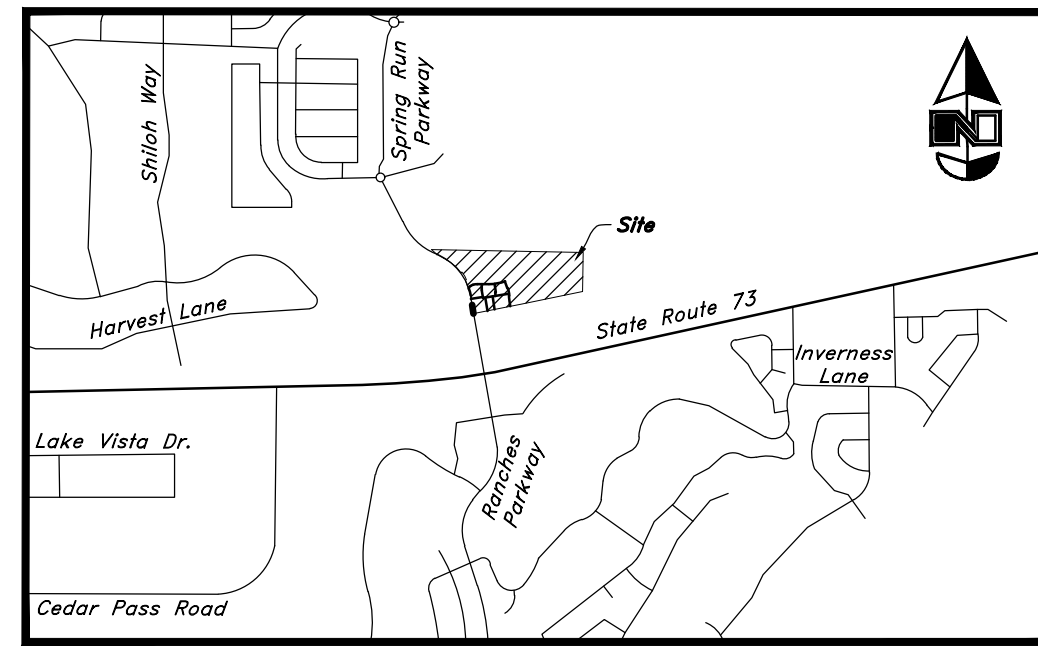
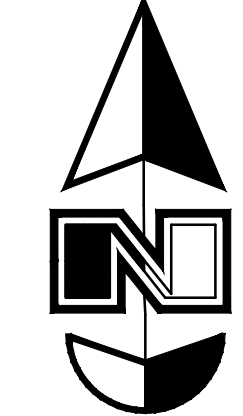
ACD
6400 S Fiddlers Green Circle,
Suite 182
Greenwood Village, CO
80111

Scale: 1" = 150'



Legend

- Property Line
- Easement Line
- Adjoiner Line
- Building Setback
- Section Line
- Center Line
- Section Corner
- Sheet reference point



Vicinity Map
Not to Scale

Narrative

This Subdivision Plat was requested by ACD to create 8 Lots in the Commercial Regional Zone.

This Plat retraces and honors multiple filed documents including: Spring Run Parkway, by that Dedication recorded July 20, 2015, as Entry No. 64938:2015, Map Filing No. 14685, Arm 159, of Official Records, Less and Excepting that property conveyed to Eagle Mountain City, in Quit Claim Deed recorded April 16, 2024, as Entry No. 24351:2024, properly conveyed in that Special Warranty Deed to Utah Department of Transportation, recorded October 9, 2015, as Entry No. 92628:2015, of Official Records, Spring Run Phase D Plat 4 Recorded February 3, 2022 as Entry No. 15699 of Official Records, and Warranty Deed recorded December 06, 2016 as Entry No. 122571 of Official Records.

Brass Cap Monuments were found at the Northwest Corner, the Southwest Corner and the East Quarter Corner of Section 17 and the fieldwork was collected on the NAD83 Utah Central Zone State Plane Datum, which verifies the official underlying UCS Dependent Resurvey Control data dated May 13, 2010. The underlying 2022 Callaway Survey calls from the West Quarter Corner of said Section 17, but the Monument was not in place and UCS published monument locations were honored to determine the correct position.

Spring Run Parkway was reconciled to the UCS Section Control utilizing the mile long Quarter Section bearing shown on the dedication plat to align the roadway to the UCS base and fits the local road improvements well.

The 2015 UDOT Highway Plans were honored for the Highway Right-of-way and control as it is already on the UCS basis.

Plat Calculations

| | |
|---------------------------|--------------|
| Total Acreage | 27.326 acres |
| Total Acreage in Lots | 24.220 acres |
| Total Acreage in ROW | 3.106 acres |
| Total Open Space | 0.000 acres |
| Total Improved Open Space | 0.000 acres |
| Average Lot Size | 3.026 acres |
| Largest Lot Size | 11.828 acres |
| Smallest Lot Size | 0.674 acre |
| Total Number of Lots | 8 |

Rocky Mountain Power

1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the Owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains Public Utility Easements and approximates the location of the Public Utility Easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not effect any right that Rocky Mountain Power has under:

- a. A recorded easement or Right-of-Way
- b. The law applicable to prescriptive rights
- c. Title 54, Chapter 8a, damage to underground utility facilities or
- d. Any other provision of law

Approved this _____ day of _____, 20____,
Rocky Mountain Power Company
By: _____
Title: _____

Enbridge Gas Utah

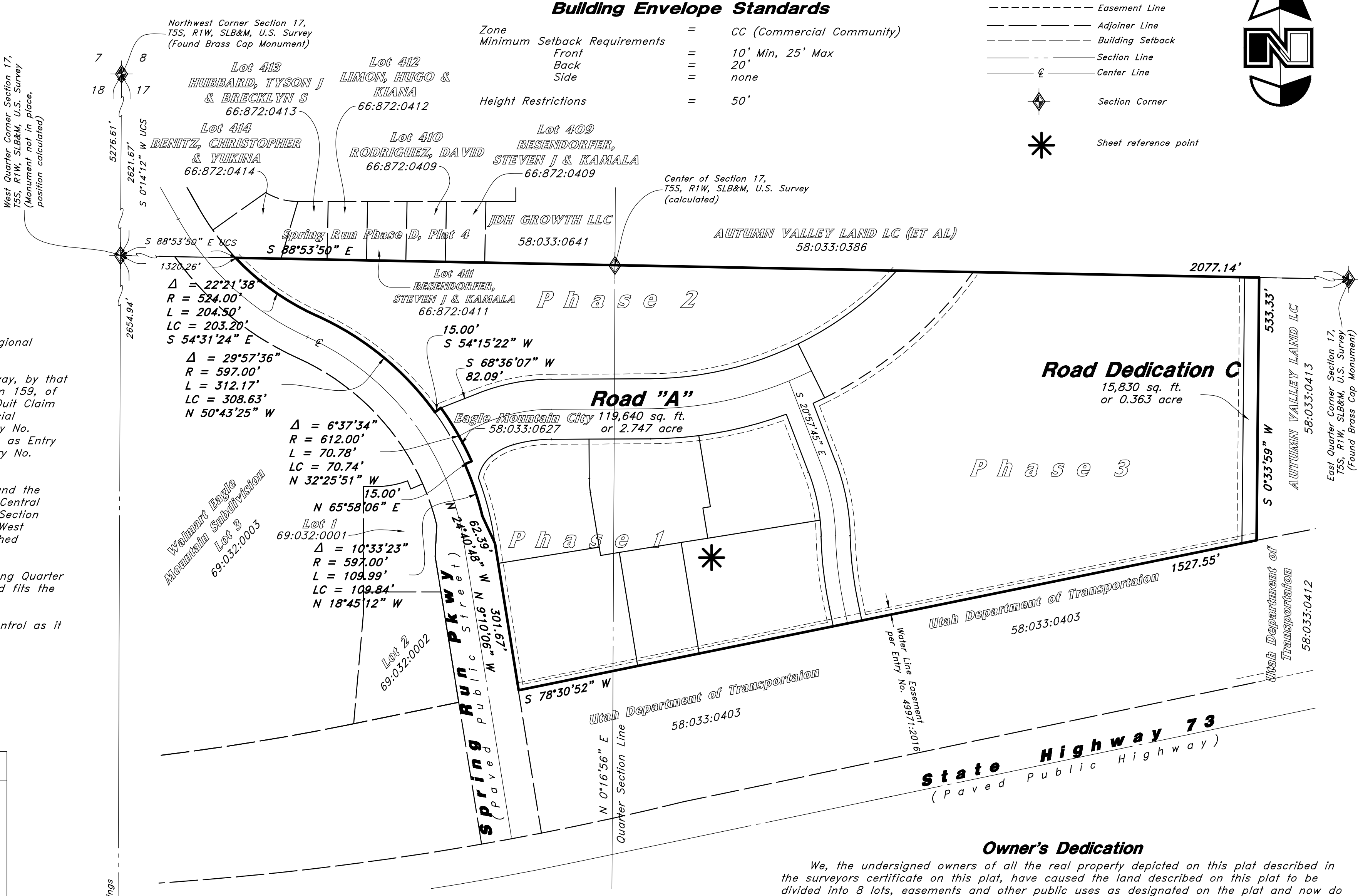
Questar Gas Company, dba Enbridge Gas Utah ("Enbridge"), approves this plat solely to approximate the location of Enbridge's right-of-way/easement(s) and existing underground facilities but does not warrant or verify their precise location. This approval does not (a) affect any right Enbridge has under 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: _____

Building Envelope Standards

- Zone = CC (Commercial Community)
- Minimum Setback Requirements = 10' Min, 25' Max
- Front = 20'
- Back = none
- Side = none
- Height Restrictions = 50'



Road Dedication C

15,830 sq. ft. or 0.363 acre

Owner's Dedication

We, the undersigned owners of all the real property depicted on this plat described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into 8 lots, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

In witness whereof we have hereunto set our hands this _____ day of _____, A.D. 20____.

RCA 65, LLC

by: _____
its: _____

Acknowledgment

State of _____ }
County of _____ } ss
On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that they are the _____ of RCA 65, LLC and that the foregoing instrument was duly authorized by the limited partnership at a lawful meeting or by authority of its bylaws and signed in behalf of said limited partnership.

Residing at: _____
Commission Expires: _____
Print Name _____ A Notary Public

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 _____ day of _____, 20____.

Approved by Mayor _____ Approved by City Attorney _____
Approved by City Engineer _____ Attest by City Recorder _____
(See Seal Below) (See Seal Below)

Comcast

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 _____

Direct Communications

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

Direct Communications _____ Date _____

Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Land Surveyor in the State of Utah and that I hold License No. 362256 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that by authority of the Owners I have completed Utah Record of Survey No. 26-009, being the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as Walmart Eagle Mountain Subdivision.

Record Descriptions

Beginning at a point which is South 88°53'50" East 1320.09 feet along the Mid-Section line from the West quarter corner of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 88°53'50" East 1362.63 feet along said Mid-Section line to the center of Section; thence South 88°53'50" East 1307.01 feet along said Mid-Section line; thence South 00°33'59" West 821.88 feet to the North right of way line of Highway 73; thence South 78°12'35" West 1184.28 feet along said North line; thence with a curve turning to the right with an arc length of 1516.13 feet, with a radius of 6191.82 feet, with a chord bearing of South 83°12'22" West, with a chord length of 1512.35 feet to the East boundary line of Meadow Ranch Subdivision, Plat 1; thence North 1293.95 feet along said East line to the point of beginning.

Less and Excepting Spring Run Parkway, by that Dedication recorded July 20, 2015, as Entry No. 64938:2015, Map Filing No. 14685, Arm 159, of Official Records.

Also less and excepting from above, all land lying West of said Spring Run Parkway. Also less and excepting that property conveyed in that Special Warranty Deed to Utah Department of Transportation, recorded October 9, 2015, as Entry No. 92628:2015, of Official Records, described as follows:

A parcel of land in fee for Corridor Preservation, known as UDOT Project S-0073(29)0, being part of entire tract of property, situate in the NE1/4 SW1/4 and NW1/4 SE1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the existing Northernly right of way line of SR-73 of UDOT Project S-0073(20)33 at the Southwest corner of said entire tract which point is 1320.00 feet South 88°53'47" East along the section line and 1295.08 feet South 0°36'41" West from the West quarter corner of said Section 17 (Note: said point is also the Southeast corner of Meadow Ranch Plat 1, recorded May 27, 1998, as Entry No. 52732 Map Filing No. 7551 in the office of the Utah County Recorder); and running thence North 0°36'41" East 238.76 feet (Dead-North), along the East boundary line of said Meadow Ranch Plat 1 to a point designated as Point "A" which point is 312.41 feet perpendicular distant Northernly from the control line of State Route 73 of said Project No. S-0073(20)33 at Engineer Station 113+17.37; thence North 88°54'12" East 131.10 feet; thence Easterly 28.40 feet along the arc of a 4800.00-foot radius tangent curve to the left (Note: Chord to said curve bears North 86°44'02" East for a distance of 28.40 feet) to a point designated as Point "B" which point is 318.83 feet radially distant Northernly from said control line at Engineer Station 114+78.95; thence continuing Easterly 66.00 feet along the arc of a 4800.00-foot radius tangent curve to the left (Note: Chord to said curve bears North 86°10'14" East for a distance of 66.00 feet) to a point designated as Point "C" which point is 321.52 feet radially distant Northernly from the said control line at Engineer Station 115+48.54; thence continuing Easterly 608.40 feet along the arc of a 4800.00-foot radius tangent curve to the left (Note: Chord to said curve bears North 82°08'44" East for a distance of 607.99 feet) to a point of tangency which is 353.58 feet radially distant Northernly from said control line at Engineer Station 121+91.49; thence North 78°30'52" East 216.69 feet to a point designated as Point "D" which point is 363.25 feet radially distant Northernly from said control line at Engineer Station 124+21.47; thence continuing North 78°30'52" East 160.00 feet to a point designated as Point "E" which point is 365.15 feet radially distant Northernly from said control line at Engineer Station 125+91.60; thence continuing North 78°30'52" East 628.84 feet to a point designated as Point "F" which point is 362.10 feet perpendicular distant Northernly from said control line at Engineer Station 132+21.48; thence continuing North 78°30'52" East 66.00 feet to a point designated as Point "G" which point is 361.77 feet perpendicular distant Northernly from said control line at Engineer Station 132+87.48; thence continuing North 78°30'52" East 781.01 feet to a point designated as Point "H" which point is 357.95 feet perpendicular distant Northernly from said control line at Engineer Station 140+68.48; thence continuing North 78°30'52" East 33.00 feet to the Easterly boundary line of said entire tract as determined by Boundary Line Agreement recorded 30 July, 2014 as Entry No. 52400:2014 in the office of the Utah County Recorder at a point which is 357.79 feet perpendicular distant Northernly from said control line at Engineer Station 141+01.48; thence South 0°33'59" West 287.48 feet along said Easterly boundary line to said northernly right of way line; thence along said Northernly right of way line the following three (3) courses and distances: (1) South 78°12'02" West 1476.65 feet; thence (2) Westerly 1085.62 feet along the arc of a 5654.70-foot radius tangent curve to the right (Note: Chord to said curve bears South 83°42'02" West for a distance of 1083.96 feet); thence (3) South 89°14'01" West 152.04 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Less and Excepting that property conveyed to Eagle Mountain City, in Quit Claim Deed recorded April 16, 2024, as Entry No. 24351:2024, described as follows:

The following property, being a part of the Southwest quarter of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah; Beginning at a point on the Northeastly line of Spring Run Parkway as it exists at a 47.00 foot half-width; located 3035.55 feet North 88°53'50" West along the Quarter Section Line; and 305.47 feet South 1°06'10" West from a Brass Cap Monument found marking the East Quarter Corner of said Section 17; and running thence North 54°15'22" East 15.00 feet along a radial line to a point on a curve; thence Southeasterly along the arc of a 612.00 foot radius curve to the right a distance of 125.10 feet (Center bears South 54°15'22" West, Central Angle equals 11°42'44" and Long Chord bears South 29°53'16" East 124.88 feet); thence South 65°58'06" West 15.00 feet along a radial line to a point on a curve on said Northeastly line of Spring Run Parkway; thence Northwestly along the arc of a 597.00 foot radius curve to the left a distance of 122.04 feet (Center bears South 65°58'06" West, Central Angle equals 11°42'44" and Long Chord bears North 29°53'16" West 121.82 feet) along said Northeastly line to the point of Beginning

Date: _____
Bruce D. Pimper
Utah PLS No. 362256

Spring Run Plaza Subdivision

A part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah

Sheet 1 of 3

SURVEYORS SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL CLERK-RECORDER SEAL

PRELIMINARY

ANNA
362256
BRUCE D. PIMPER
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Spring Run Plaza Subdivision

A part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah
2026

Legend

- Property Line
- Fence Line
- Adjoiner Line
- Section Line
- Center Line
- Section Corner
- Sheet reference point
- Contour

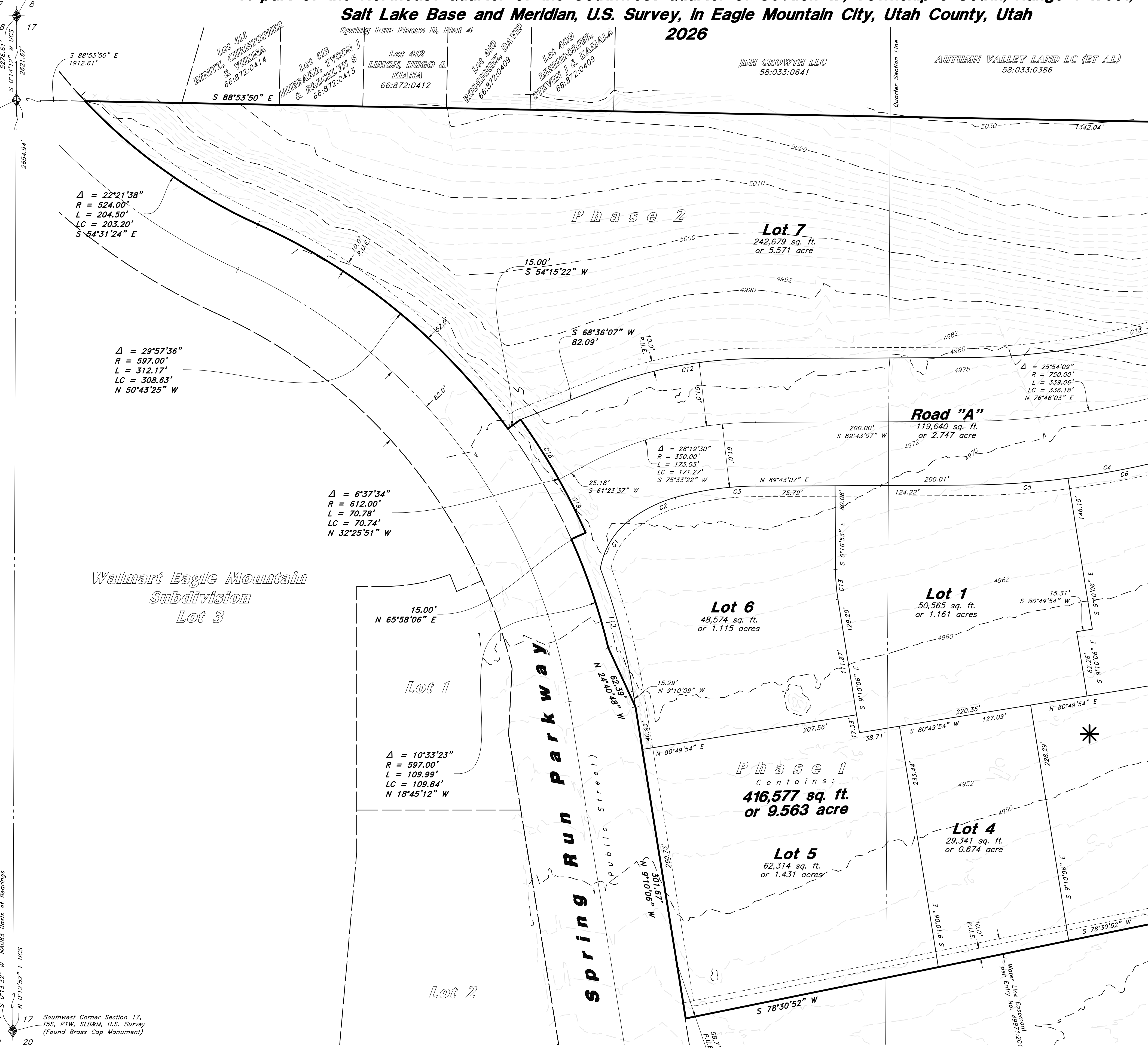
Scale: 1" = 50'

24-120 Plat

West Quarter Corner, Section 17, T5S, R1W, SLB&M, U.S. Survey (Found Brass Cap Monument) Calculated from UCS

Northwest Corner Section 17, T5S, R1W, SLB&M, U.S. Survey (Found Brass Cap Monument) Benchmark = 4950.571

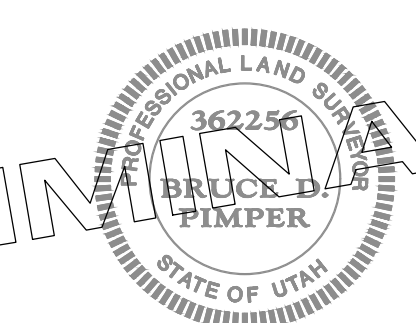
Southwest Corner Section 17, T5S, R1W, SLB&M, U.S. Survey (Found Brass Cap Monument)



Curve Table

| Curve | Delta | Radius | Length | Chord Data |
|-------|-----------|---------|---------|-----------------------|
| C1 | 42°45'17" | 73.27' | 54.68' | S 30°59'11" W 53.42' |
| C2 | 21°51'55" | 130.00' | 49.61' | S 63°17'47" W 49.31' |
| C3 | 15°29'18" | 289.00' | 78.12' | S 81°58'24" W 77.89' |
| C4 | 19°54'14" | 811.00' | 281.73' | N 79°46'00" E 280.32' |
| C5 | 6°58'59" | 811.00' | 98.84' | N 86°13'38" E 98.78' |
| C6 | 12°55'15" | 811.00' | 182.89' | N 76°16'31" E 182.50' |
| C7 | 14°46'34" | 389.00' | 100.32' | N 13°34'28" W 100.04' |
| C8 | 4°48'27" | 389.00' | 32.64' | N 3°46'58" W 32.63' |
| C9 | 19°35'00" | 389.00' | 132.96' | N 11°10'14" W 132.31' |
| C10 | 10°23'13" | 800.00' | 145.03' | S 6°34'21" E 144.83' |
| C11 | 11°23'40" | 612.00' | 121.71' | N 14°51'56" W 121.51' |
| C12 | 21°07'00" | 411.00' | 151.48' | S 79°09'37" W 150.62' |
| C13 | 25°54'09" | 689.00' | 311.48' | N 76°46'03" E 308.84' |
| C13 | 8°53'14" | 185.00' | 28.70' | S 4°43'29" E 28.67' |
| C14 | 1°49'41" | 811.00' | 25.88' | N 64°43'49" E 25.88' |
| C15 | 19°35'00" | 448.00' | 153.12' | N 11°10'14" W 152.38' |
| C16 | 10°23'13" | 741.00' | 134.33' | S 6°34'21" E 134.15' |
| C17 | 20°51'29" | 689.00' | 250.83' | N 53°23'14" E 249.44' |
| C18 | 6°37'34" | 612.00' | 70.78' | N 32°25'51" W 70.74' |
| C19 | 5°05'10" | 612.00' | 54.33' | N 26°54'29" W 54.31' |
| C20 | 22°05'40" | 750.00' | 289.22' | N 78°40'17" E 287.43' |
| C21 | 3°48'28" | 750.00' | 49.84' | N 65°43'13" E 49.84' |

PRELIMINARY



UTAH DEPARTMENT OF TRANSPORTATION
58:033:0403

Spring Run Plaza Subdivision

A part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah
2026

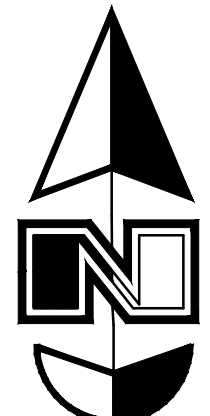
Legend

- Property Line
- - - Fence Line
- - - Adjoiner Line
- - - Section Line
- ⊕ Center Line
- - - Future Right-of-Way Line
- ◆ Section Corner
- * Sheet reference point
- ~ Contour

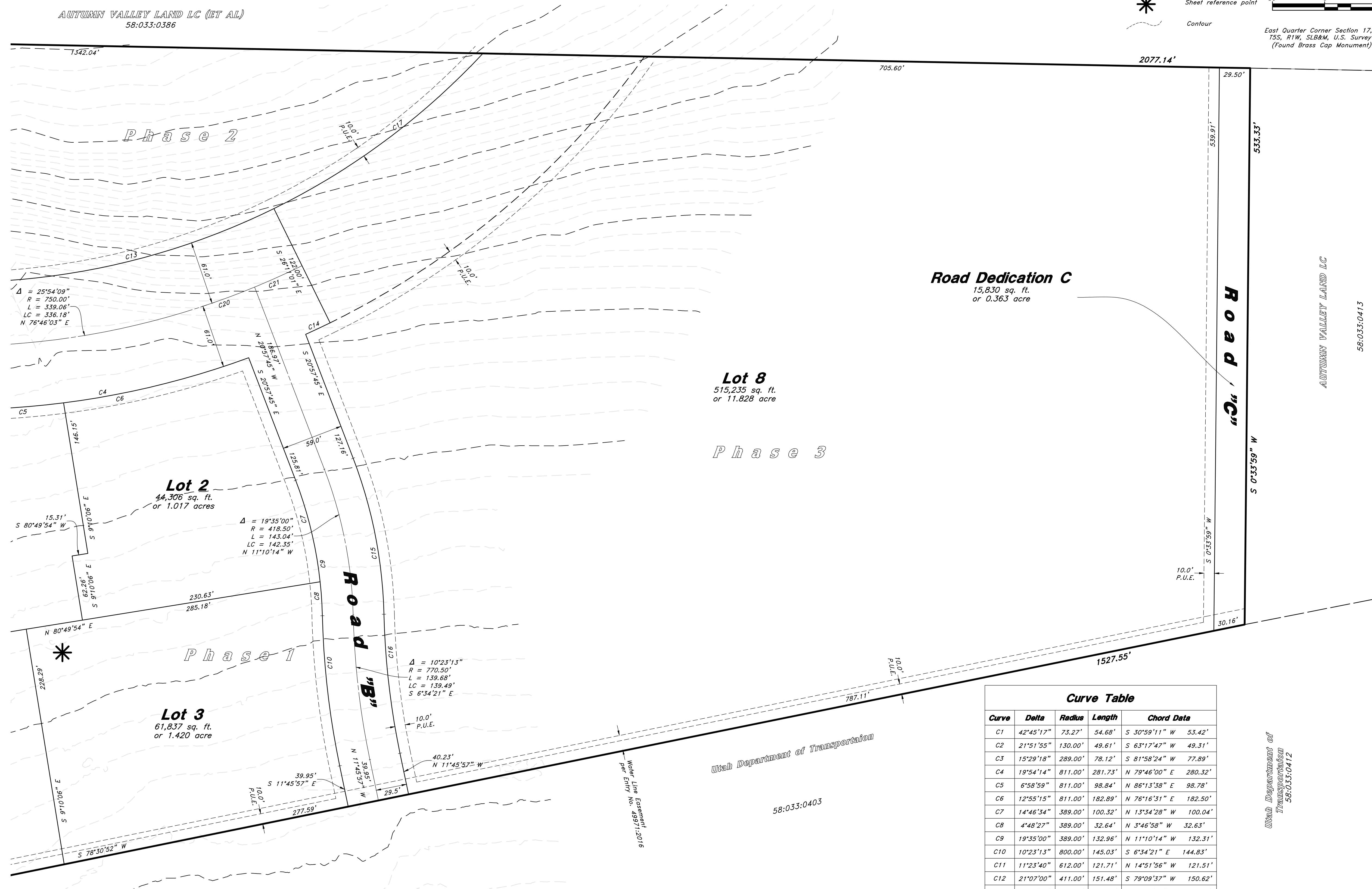
Scale: 1" = 50'



East Quarter Corner Section 17, T5S, R1W, SLB&M, U.S. Survey (Found Brass Cap Monument)



AUTUMN VALLEY LAND LC (ET AL)
58:033:0386



Road Dedication C
15,830 sq. ft.
or 0.363 acre

Lot 8
515,235 sq. ft.
or 11.828 acre

Lot 2
44,306 sq. ft.
or 1.017 acres

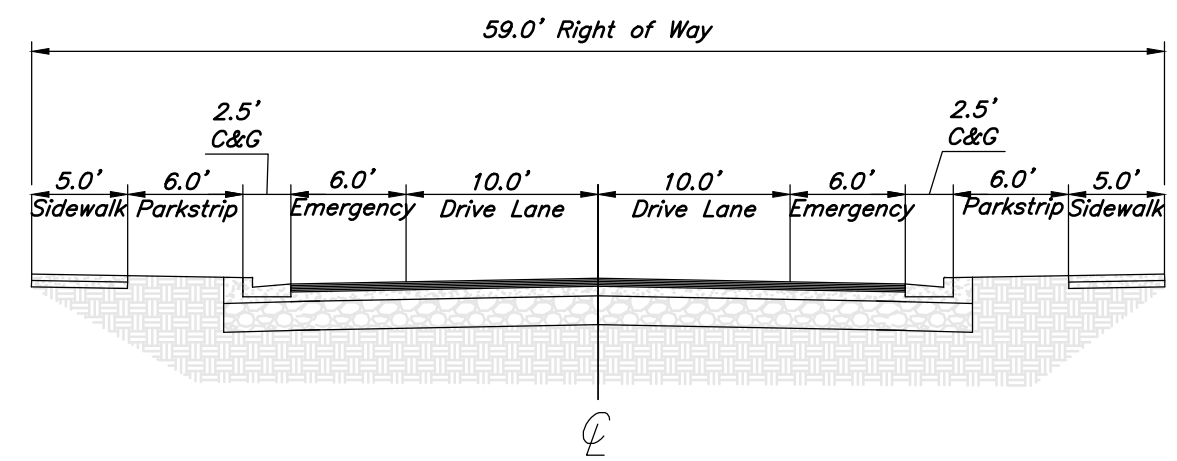
Lot 3
61,837 sq. ft.
or 1.420 acre

| Curve | Delta | Radius | Length | Chord Data |
|-------|-----------|---------|---------|-----------------------|
| C1 | 42°45'17" | 73.27' | 54.68' | S 30°59'11" W 53.42' |
| C2 | 21°51'55" | 130.00' | 49.61' | S 63°17'47" W 49.31' |
| C3 | 15°29'18" | 289.00' | 78.12' | S 81°58'24" W 77.89' |
| C4 | 19°54'14" | 811.00' | 281.73' | N 79°46'00" E 280.32' |
| C5 | 6°58'59" | 811.00' | 98.84' | N 86°13'38" E 98.78' |
| C6 | 12°55'15" | 811.00' | 182.89' | N 76°16'31" E 182.50' |
| C7 | 14°46'34" | 389.00' | 100.32' | N 13°34'28" W 100.04' |
| C8 | 4°48'27" | 389.00' | 32.64' | N 3°46'58" W 32.63' |
| C9 | 19°35'00" | 389.00' | 132.96' | N 11°10'14" W 132.31' |
| C10 | 10°23'13" | 800.00' | 145.03' | S 6°34'21" E 144.83' |
| C11 | 11°23'40" | 612.00' | 121.71' | N 14°51'56" W 121.51' |
| C12 | 21°07'00" | 411.00' | 151.48' | S 79°09'37" W 150.62' |
| C13 | 25°54'09" | 689.00' | 311.48' | N 76°46'03" E 308.84' |
| C13 | 8°53'14" | 185.00' | 28.70' | S 4°43'29" E 28.67' |
| C14 | 1°49'41" | 811.00' | 25.88' | N 64°43'49" E 25.88' |
| C15 | 19°35'00" | 448.00' | 153.12' | N 11°10'14" W 152.38' |
| C16 | 10°23'13" | 741.00' | 134.33' | S 6°34'21" E 134.15' |
| C17 | 20°51'29" | 689.00' | 250.83' | N 53°23'14" E 249.44' |
| C18 | 6°37'34" | 612.00' | 70.78' | N 32°25'51" W 70.74' |
| C19 | 5°05'10" | 612.00' | 54.33' | N 26°34'29" W 54.31' |
| C20 | 22°05'40" | 750.00' | 289.22' | N 78°40'17" E 287.43' |
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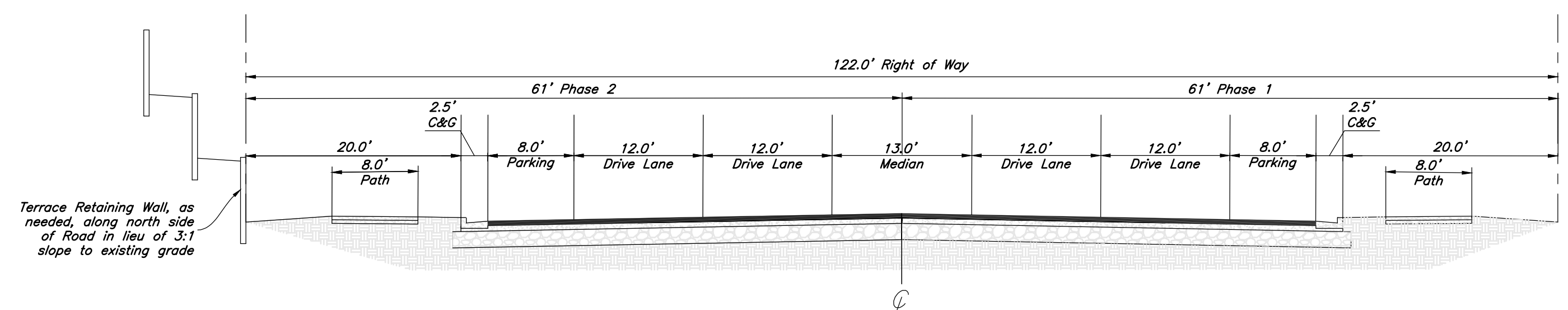
Utah Department of Transportation
58:033:0412



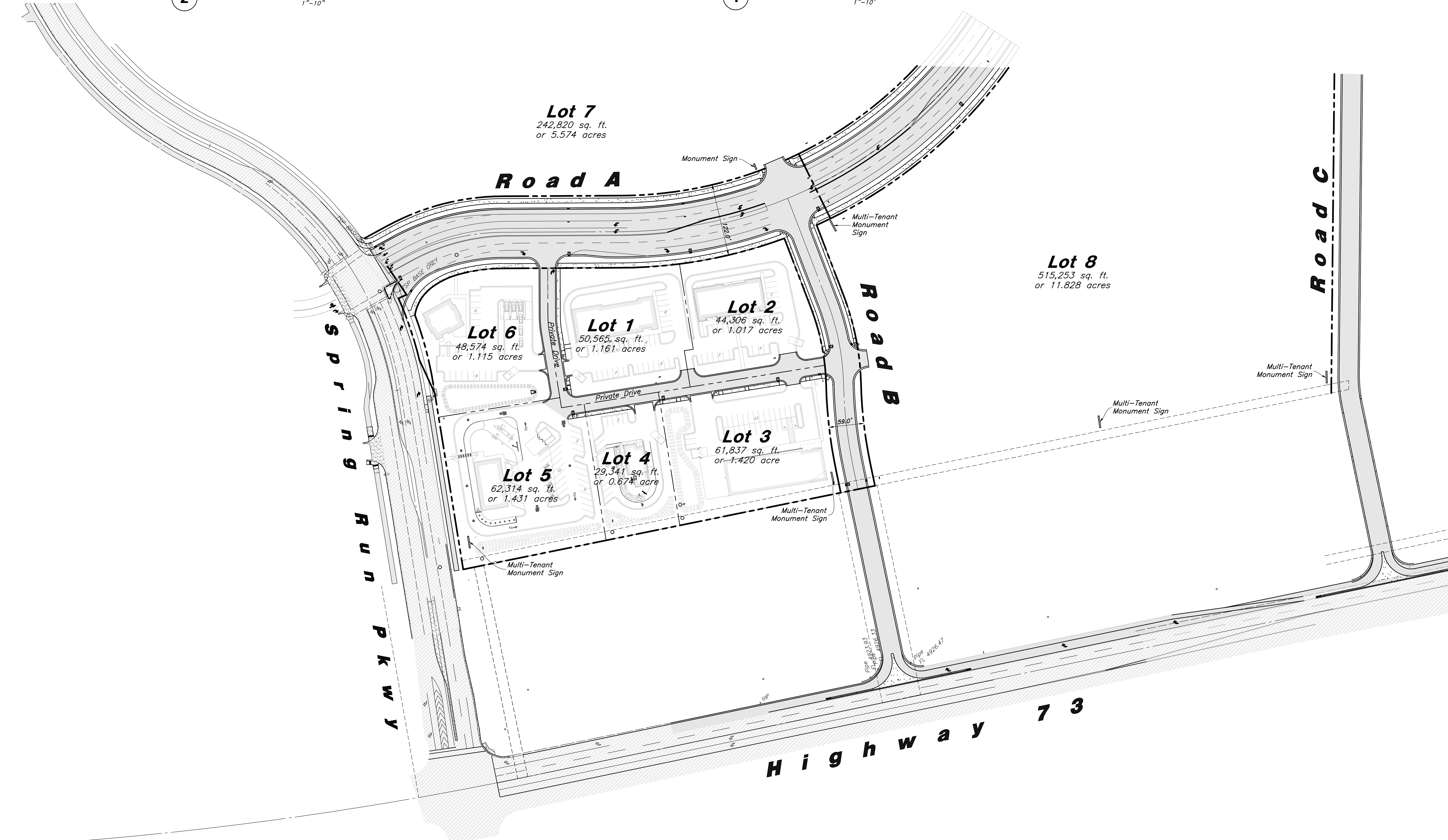
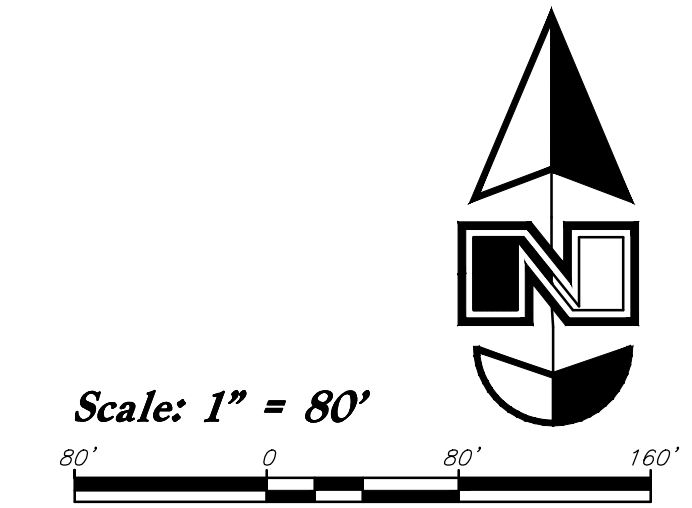
PRELIMINARY



2 Local 59' ROW
1"=10'



1 Minor Arterial - 122' ROW
1"=10'

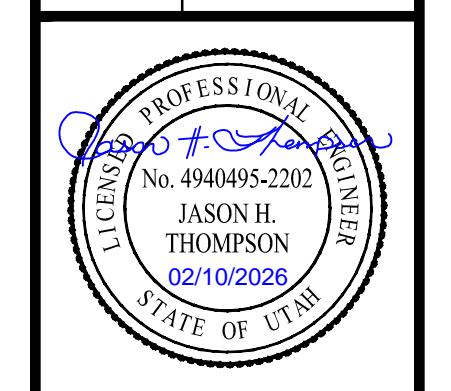


| REV | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |

Designed by: DG
 Drafted by: CC
 Client Name: ACD
 24-120 SP Prelim

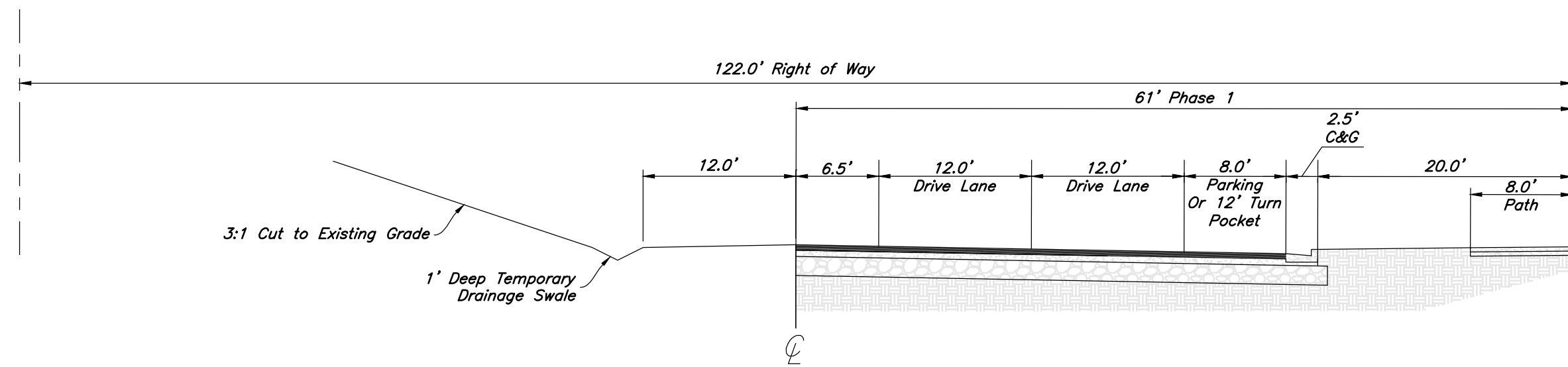


Overall Site Plan
Spring Run Plaza - Preliminary
 Highway 73 & Spring Run Parkway
 Eagle Mountain, Utah 84005

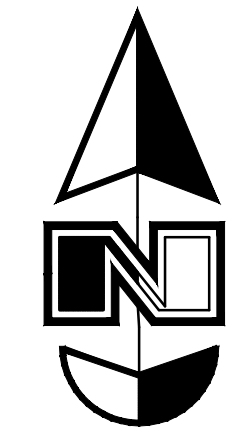


10 Feb, 2026

SHEET NO.
C1.0



1 Minor Arterial - 122' ROW
1"=10'



Scale: 1" = 40'
0 40' 80'

Site Construction Notes

- 1 Const. 30" City Std. Curb & Gutter
- 2 Const. 24" Curb and Gutter
- 3 Const. Asphalt Paving
- 4 Const. Concrete Sidewalk
- 5 Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
- 6 Const. 36" Waterway
- 7 Const. Directional Arrows per MUTCD
- 8 Const. Stop Sign per MUTCD R1-1
- 9 Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
- 10 Existing Traffic Signal
- 11 Conn. & Match Existing Improvements
- 12 Sawcut; Provide a smooth Clean Edge
- 13 Multi-Tenant Monument Sign
- 14 Existing Asphalt Trail
- 15 Const. Asphalt Trail

General Site Notes:

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Construction Survey Note:

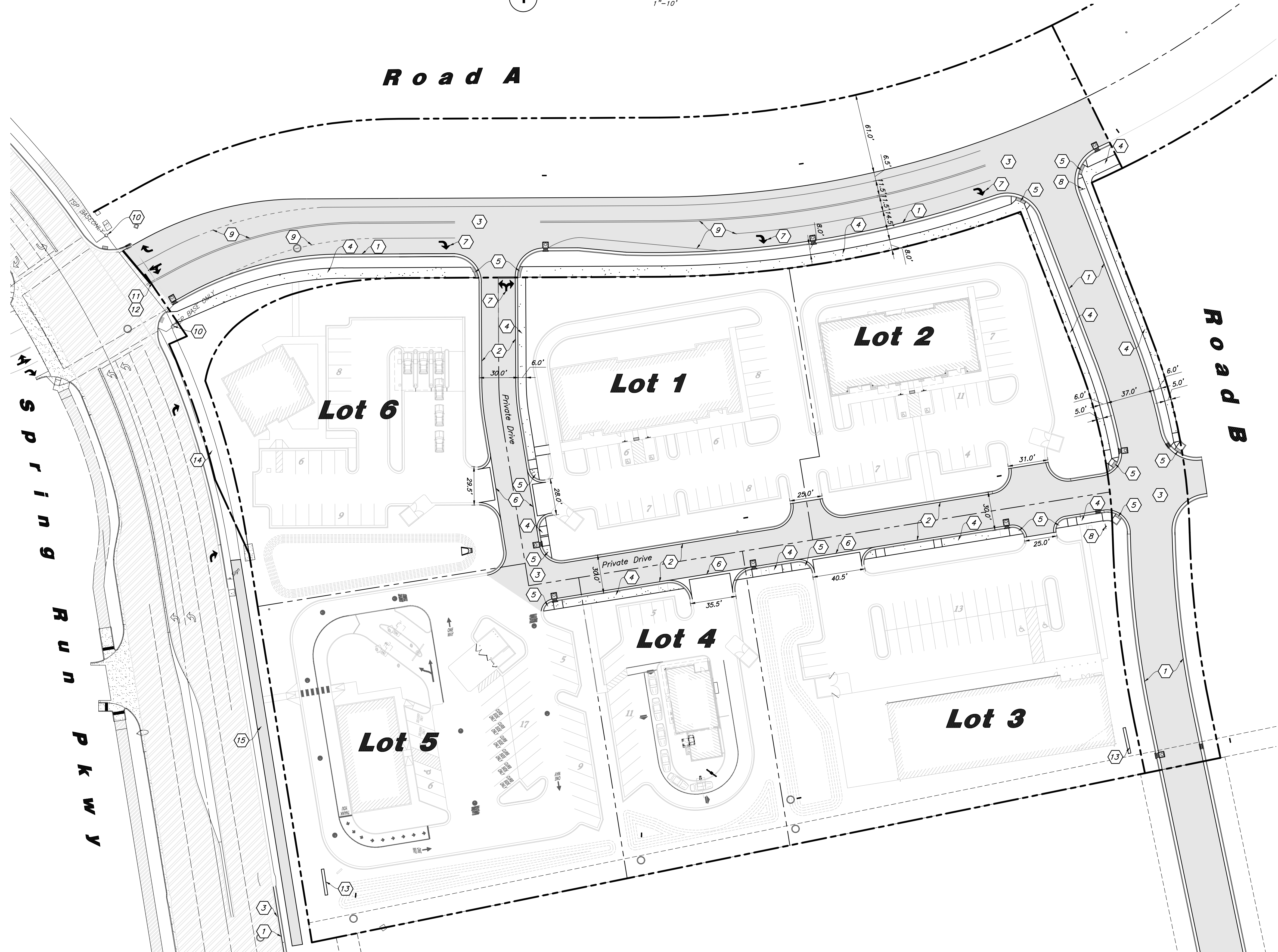
The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.



| REV | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

Designed by: DG
 Drafted by: CC
 Client Name: ACD
 24-120 SP Prelim



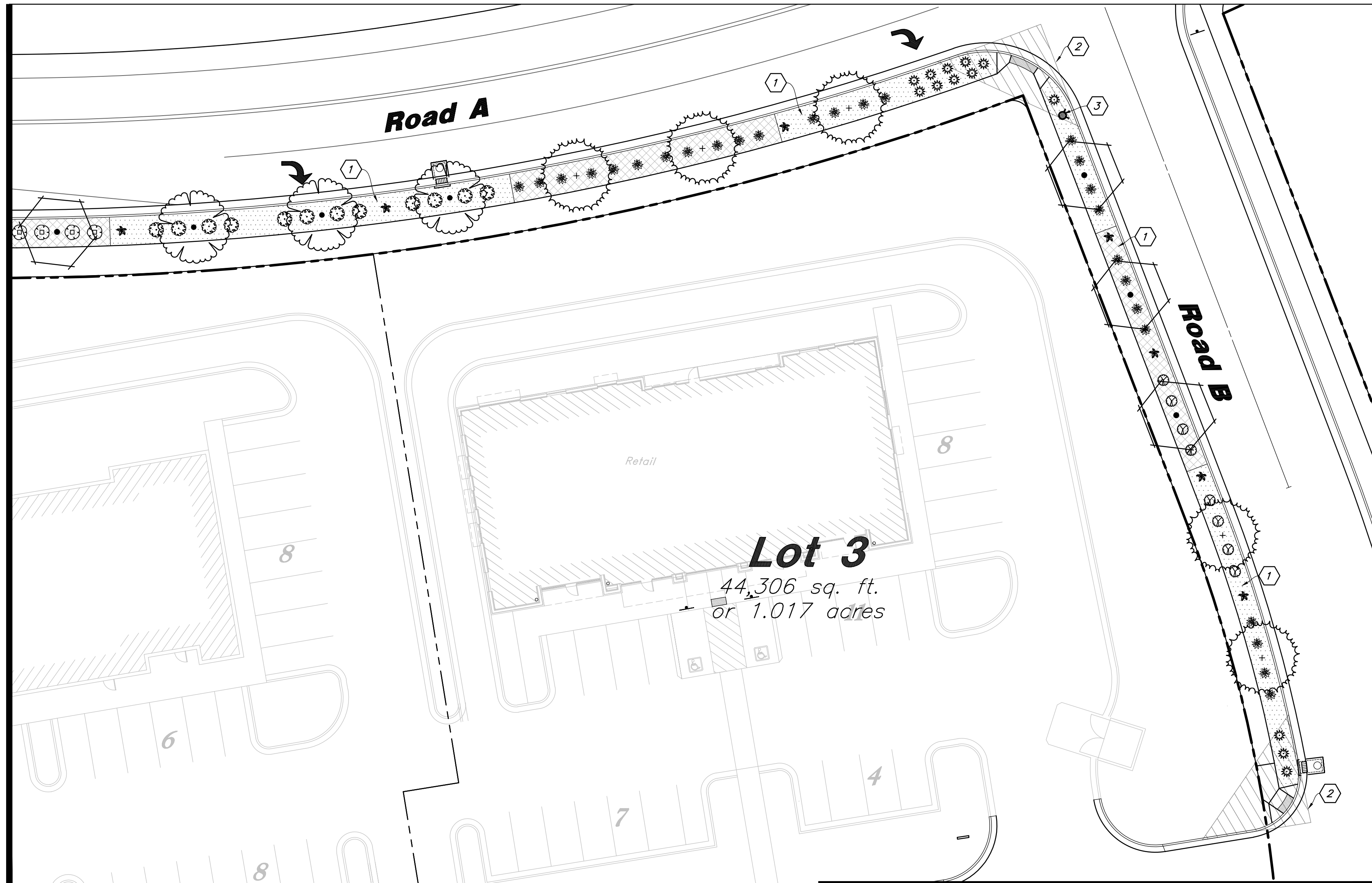
Site Plan - Phase 1
Spring Run Plaza - Preliminary
 Highway 73 & Spring Run Parkway
 Eagle Mountain, Utah 84005



10 Feb, 2026

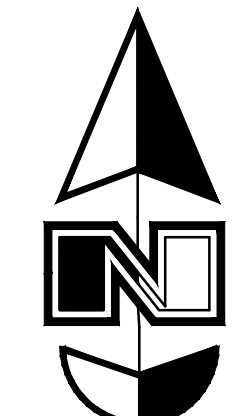
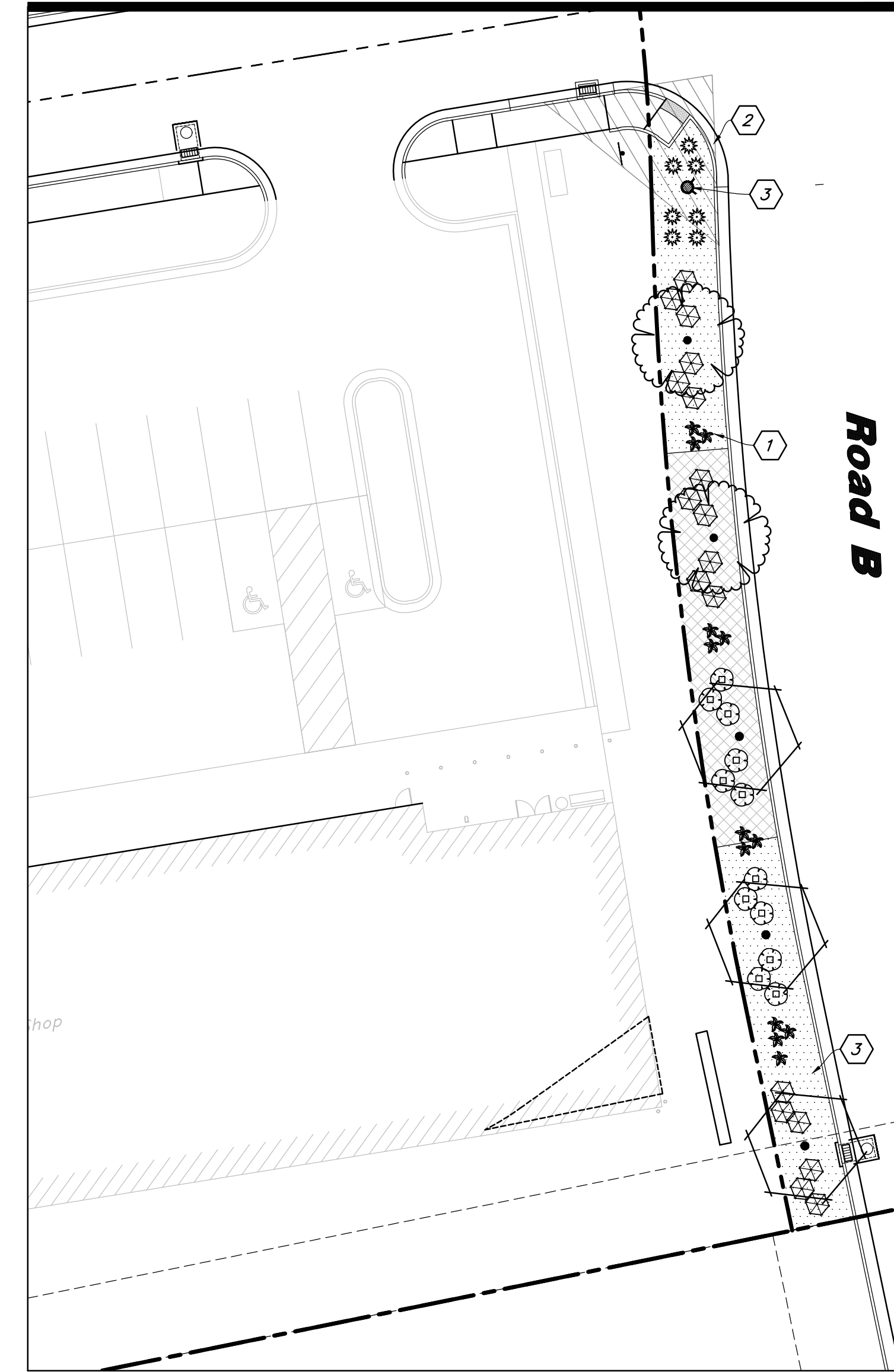
SHEET NO.
C1.1

Matchline B - See Sheet L11



Matchline C - See This Sheet

Matchline C - See This Sheet



Scale: 1" = 20'

Landscape Maintenance:

- The Commercial Property Management Company will install and maintain all Landscaping/Irrigation Adjacent to Spring Run Parkway, Road A & Road B.

- All Public Landscaping Shall be installed Prior to Plat Recordation or an Assurance Posted (State Law).
- A Surety Shall be Posted at Plat Recordation to Delay Landscape Installation. An Irrigation Plan Shall be Provided for Each Site Plan at Time of Review.

Landscape Notes:

- See Sheet L1.2 for General Landscape Notes and Details.
- All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. Point Source Drip Irrigation Shall be Used for Irrigation.
- Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
- Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide.
- See Landscape Notes for Details regarding Landscape Maintenance Period.
- Different Types of Stone Shall not be Separated by Edging but a Distinct Smooth Flowing Line.

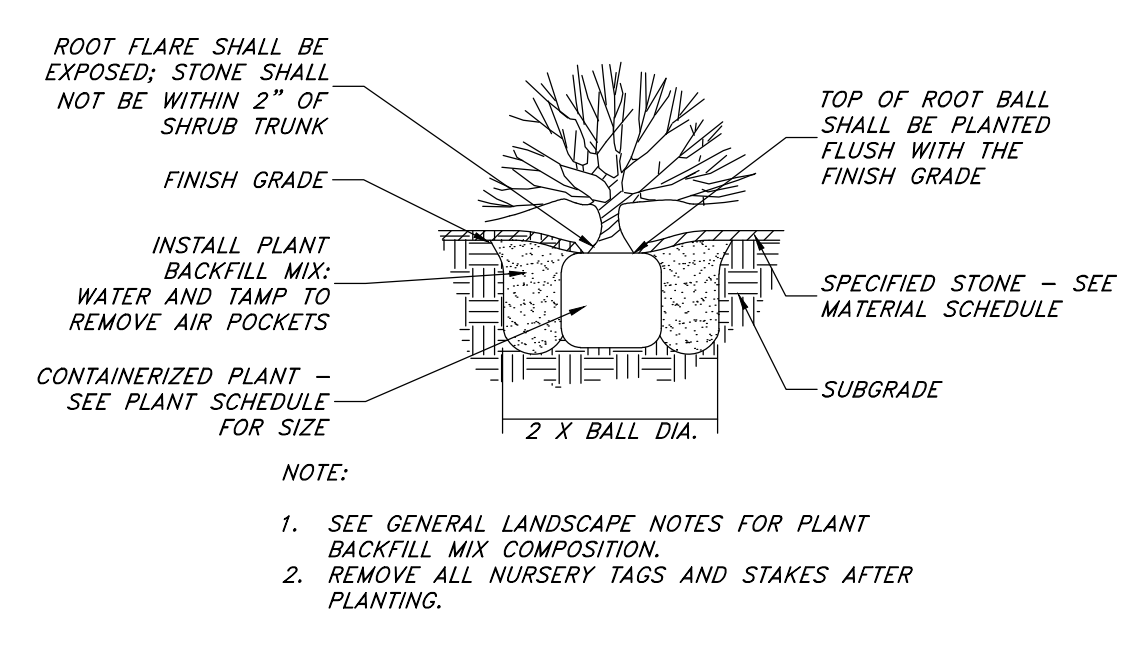
Landscape Keynotes

- Install Shrub Planter with Weed Barrier, Decorative Stone, and Plant Material; See Material Sch. for Stone Type
- Clear Vision Triangle - No Plant Material Over Three Feet in Height Above the Street Shall be Permitted; No Trees are Allowed Within the Clear Vision Triangle (30'x30')
- New Fire Hydrant - See Civil Utility Plan for More Detail

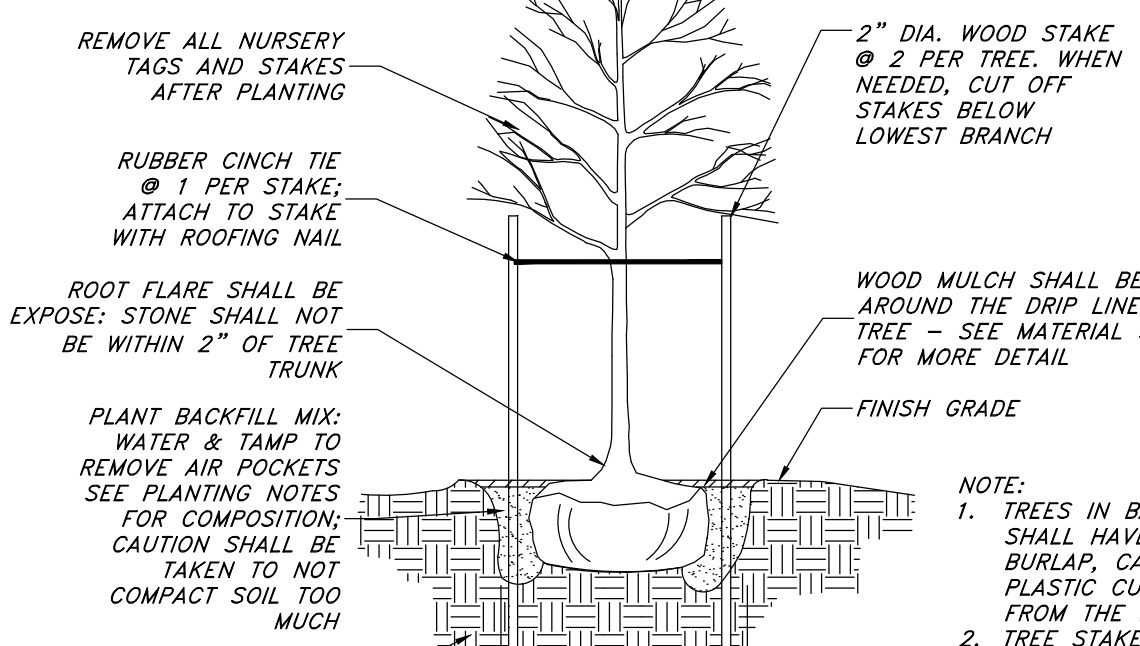
General Landscape Notes:

- Plant material quantities are provided for bidding purposes only. It is the contractor's responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
- Contractor shall call Blue Stake before excavation for plant material.
- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the landscape construction.
- The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personal injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.
- The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
- It is the contractor's responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
- The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants.

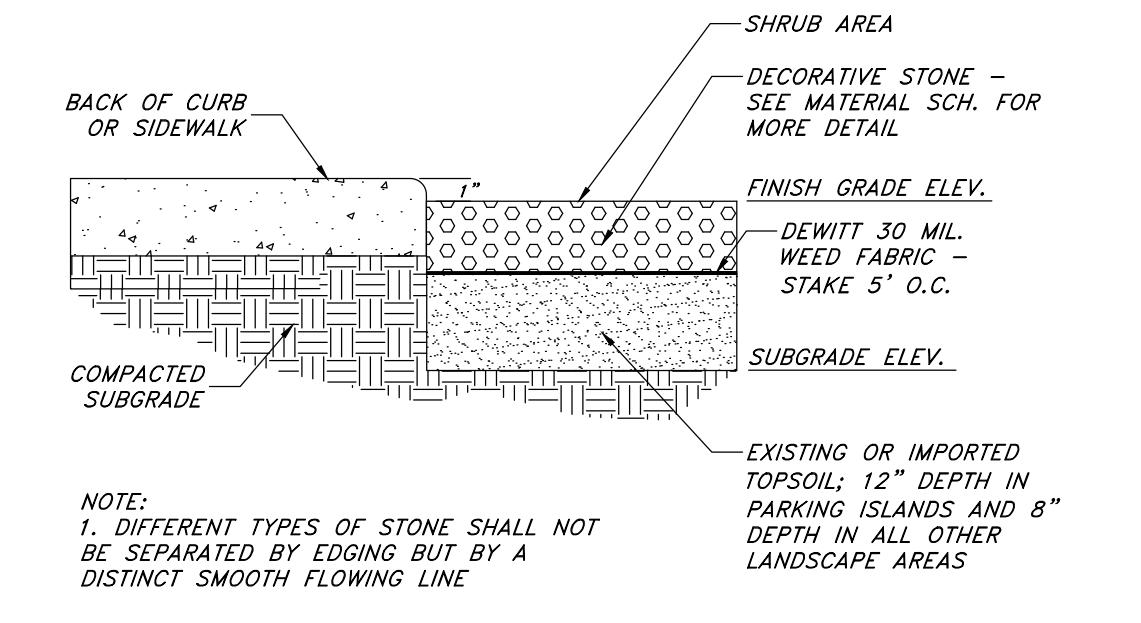
- The contractor shall install all landscape material per plan, notes and details.
- Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
- No grading or soil placement shall be undertaken when soils are wet or frozen.
- Existing and/or imported topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the existing/imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
- Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils. Remove all construction debris and foreign material.
- Provide an eight (8) inch depth of imported topsoil in all park strips.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from plant and tree pit and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
- All new plants shall be balled and burlapped or container grown, unless otherwise noted on plant schedule. Container grown trees shall have the container cut and removed. Trees in ball and burlap shall have the strings, burlap, cages, and plastic cut and removed from the root ball.
- Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt Pro's weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. Provide a tree ring of wood mulch around base of trees and extend to drip line. See material schedule for mulch details.
- All deciduous trees shall be double staked per tree staking details. Tree stakes shall be wood and ties shall be V.I.T. Cincha Ties #0132. It is the contractor's responsibility to remove tree staking after one year.
- Landscape installer shall repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period. Failures include, but are not limited to, the following: Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond installer's control. Warranty period shall be 12 months and begin at date of final project acceptance.



1 SHRUB PLANTING



2 DECIDUOUS TREE PLANTING



3 LANDSCAPE PREPARATION

Landscape ROW Plan - Phase I
 Spring Run Plaza - Phase 1
 Highway 73 & Spring Run Parkway
 Eagle Mountain, Utah 84005



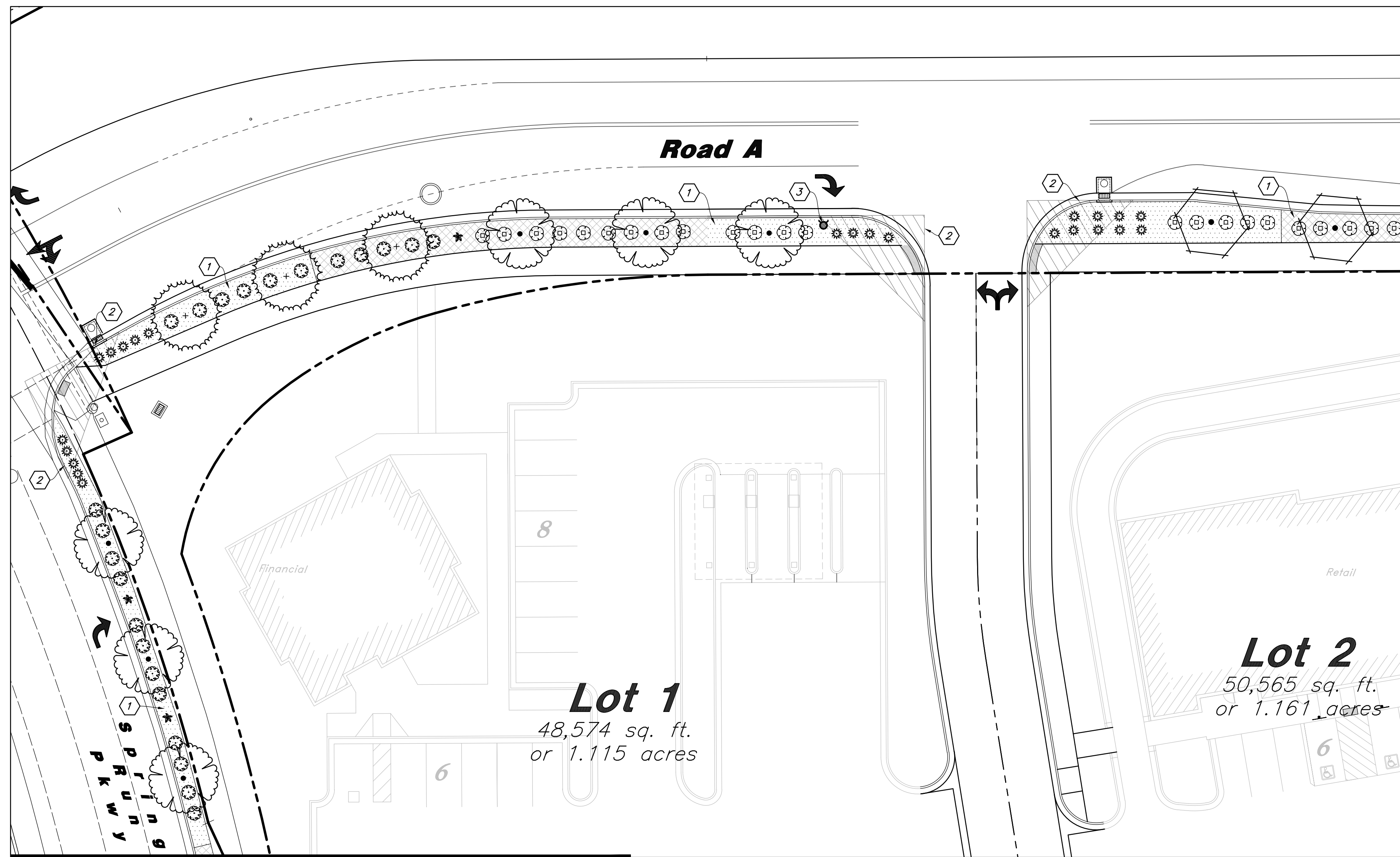
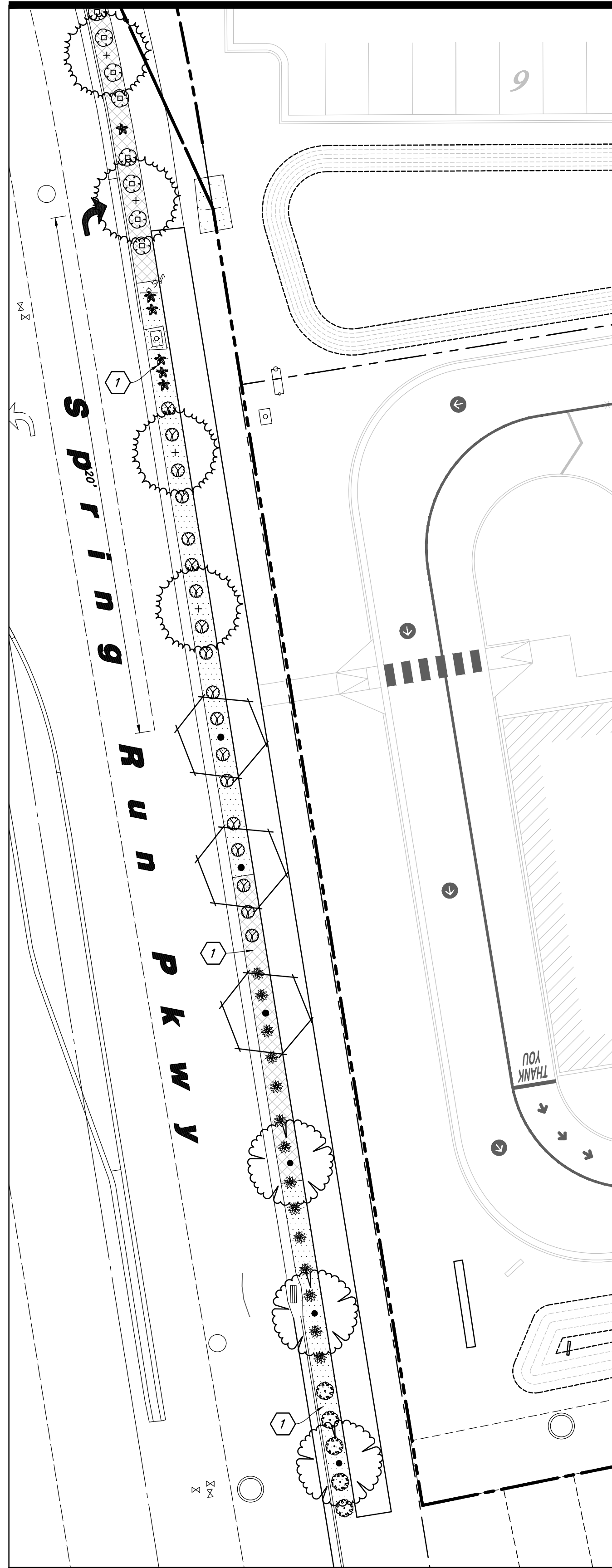
09 Feb, 2026

SHEET NO. L1.2

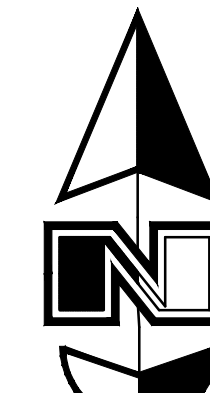


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Matchline A - See This Sheet



Matchline A - See This Sheet



Scale: 1" = 20'

Landscape Data
 Park Strip Landscape Area Provided = 10,502 s.f.
 Lawn Area = 0 s.f. (0%)
 Xeriscaping = 10,502 s.f. (100%)
 Spring Run Pkwy Frontage = 482 L.f.
 Spring Run Pkwy Trees Req. = 13 Trees (13 Provided) *
 Road A Frontage = 625 L.f.
 Road A Trees Req. = 20 Trees (20 Provided) **
 Road B Frontage = 392 L.f.
 Road B Trees Req. = 10 Trees (10 Provided) **
 50% of Landscape Area Shall be Live Vegetation
 Drought Tolerant Plant Material = 282/282 (100%) ***

* Small Class I Trees Selected From the Eagle Mtn. Street Tree Guide
 ** Small and Large Class Trees Selected From the Eagle Mtn. Street Tree Guide
 *** All Plant Material has been Selected From the West Jordan Valley Water Conservancy District Low and Very Low Water Usage Plant List.

Landscape Maintenance:
 1. The Commercial Property Management Company will install and maintain all Landscaping/Irrigation Adjacent to Spring Run Parkway, Road A & Road B.

1. All Public Landscaping Shall be Installed Prior to Plat Recordation or an Assurance Posted (State Law).
 2. A Surety Shall be Posted at Plat Recordation to Delay Landscape Installation. An Irrigation Plan Shall be Provided for Each Site Plan at Time of Review.

Landscape Notes:
 1. See Sheet L1.2 for General Landscape Notes and Details.
 2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. Point Source Drip Irrigation shall be Used for Irrigation.
 3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
 4. Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide.
 5. See Landscape Notes for Details regarding Landscape Maintenance Period.
 6. Different Types of Stone Shall not be Separated by Edging out a Distinct Smooth Flowing Line.

Landscape Keynotes
 1. Install Shrub Planter with Weed Barrier, Decorative Stone, and Plant Material; See Material Sch. for Stone Type
 2. Clear Vision Triangle - No Plant Material Over Three Feet in Height Above the Street Shall be Permitted; No Trees are Allowed Within the Clear Vision Triangle (30'x30')
 3. New Fire Hydrant - See Civil Utility Plan for More Detail

PLANT SCHEDULE

| SYMBOL | QTY | BOTANICAL / COMMON NAME | SIZE | MATURE SIZE | WATER REQUIREMENT |
|---------------------------|-----|-------------------------------------------------------------------|------------|-------------------|-------------------|
| TREES | | | | | |
| | 12 | Acer grandidentatum 'Schmidt' / Rocky Mountain Glow Maple | 2" Caliper | 25' (H) x 15' (W) | Low |
| | 12 | Koeleruteria paniculata / Golden Rain Tree | 2" Caliper | 30' (H) x 25' (W) | Low |
| | 14 | Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden | 2" Caliper | 35' (H) x 20' (W) | Low |
| SHRUBS | | | | | |
| | 40 | Caragana pygmaea / Pygmy Peashrub | 5 gal | 36" (H) x 36" (W) | Very Low |
| | 26 | Caryopteris x clandonensis 'CT-9-12' / Beyond Midnight Bluebeard | 5 gal | 36" (H) x 36" (W) | Low |
| | 18 | Chamaebatia millefolium / Fernbush | 5 gal | 30" (H) x 60" (W) | Very Low |
| GROUND COVER | | | | | |
| | 41 | Arctostaphylos x coloradensis 'Panchito' / Panchito Manzanita | 5 gal | 18" (H) x 48" (W) | Low |
| | 47 | Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper | 5 gal | 6" (H) x 24" (W) | Very Low |
| ORNAMENTAL GRASSES | | | | | |
| | 43 | Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama | 5 gal | 24" (H) x 24" (W) | Low |
| | 29 | Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass | 1 gal | 48" (H) x 24" (W) | Low |

All Plant Material Has Been Selected From the West Jordan Valley Water Conservancy District Low and Very Low Water Usage Plant List and the Eagle Mountain Recommended Plant List

MATERIAL SCHEDULE

- Decorative Stone #1 - Install a Four (4) inch depth over Dewitt Pro-5 Weed Barrier; Stone Shall be Used in all Specified Shrub Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be 1 1/2" Crushed, Tan Colored From Geneva Rock Point of the Mountain East Pit; (Stone Shall not Approximate the Color of Concrete - City Requirement); Provide Sample for Approval. Detail: 3/L1.2
- Decorative Stone #2 - Install over Dewitt Pro-5 Weed Barrier and Washed Prior to Installation; Remove all Soil From Around Plant Material; Stone Shall be Used in all Specified Shrub Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be Angular, 4" in Diameter, Dark Gray with Hints of Tan Colored From Staker-Parsons Eagle Mountain Pit; (Stone Shall not Approximate the Color of Concrete - City Requirement); Provide Sample for Approval. Detail: 3/L1.2
- Decorative Shredded Bark Mulch - Install a Tree Ring Around the Base of Trees in Park Strip and Extend to Tree Drip Line; Mulch Shall be Brown in Color, Decorative, and 1-1/2 Inch in Diameter From a Local Source; Install at a Four (4) Inch Depth; Provide a Define Straight Line Between Stone and Wood Mulch.

Landscape ROW Plan - Phase I
 Spring Run Plaza - Phase 1
 Highway 73 & Spring Run Parkway
 Eagle Mountain, Utah 84005



09 Feb, 2026

SHEET NO.
L1.1



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State of Utah

Department of Veterans & Military Affairs

20 April 2026

Spencer J. Cox
Governor

Deidre M. Henderson
Lieutenant Governor

Gary R. Harter
Executive Director

Cory Pearson
Deputy Director,
Veterans Affairs

Brian Garrett
Deputy Director,
Military Affairs

Jeff Hanson
Deputy Director,
Facilities

Steven Lehmitz
Planning and Zoning Department
Eagle Mountain, Utah
slehmitz@eaglemountain.gov

Dear Steven,

The Utah Department of Veterans and Military Affairs (UDVMA) received your request on 16 April 2026 for determination on a parcel within 5000 feet of Camp Williams to ensure the land use is compatible with military operations pursuant to Title 10-9a-5-537. The Spring Run Plaza Development (case #2602) has been evaluated by our Installation Resiliency Program Manager. Due to the parcel's proximity to Camp Williams, it is situated in an area where military training occurs on a daily basis within a mile to the north. Please ensure the developer is aware of these activities and complies with laws and ordinances applicable to ensure compatibility. With concurrence from Camp Williams, the Spring Run Plaza Development is consistent with the Compatible Use Plan. This proposed land use **is compatible** with the military mission of Camp Williams.

We appreciate the city of Eagle Mountain's compliance with the statute and continued support for our military. Please feel free to contact me at gharter@utah.gov or Tyler B. Smith, Installation Resiliency Program Manager at tbsmith1@utah.gov with any questions.

Respectfully,

Gary R. Harter
Executive Director
Utah Department of Veterans and Military Affairs

RE: Case #2602

Spring Run Plaza

Preliminary Plat





LEGEND



Residential Categories:

-  Foothill Residential
-  Agricultural/Rural Density One
-  Agricultural/Rural Density Two
-  Neighborhood Residential One
-  Neighborhood Residential Two
-  Neighborhood Residential Three

Mixed Use/Commercial Categories:


-  Community Commercial
-  Town Center Mixed Use
-  Regional Commercial
-  Employment Center/Campus
-  Business Park/Light Industry

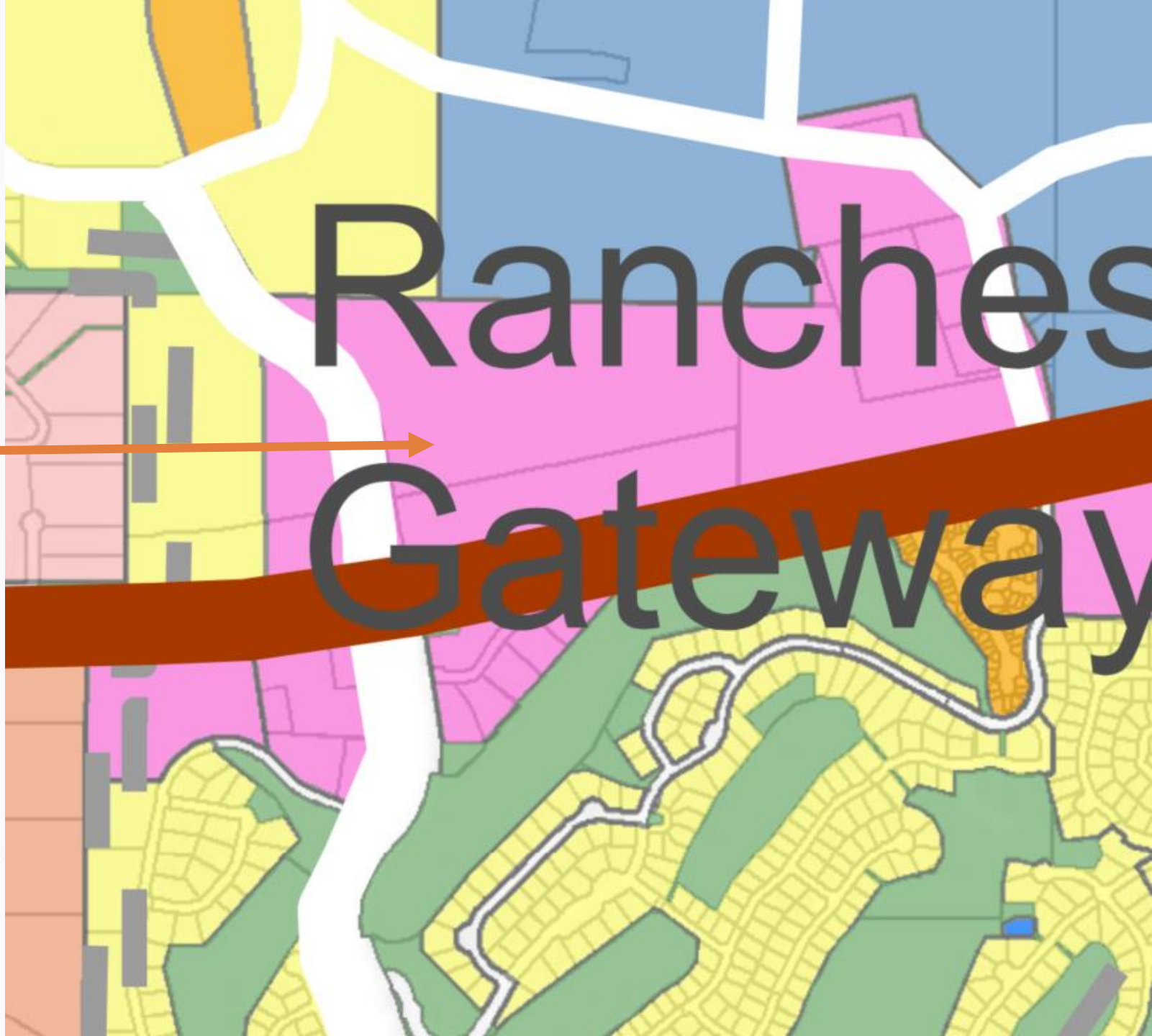
Public/Civic Categories:

-  Civic Uses/Schools
-  Parks and Open Space

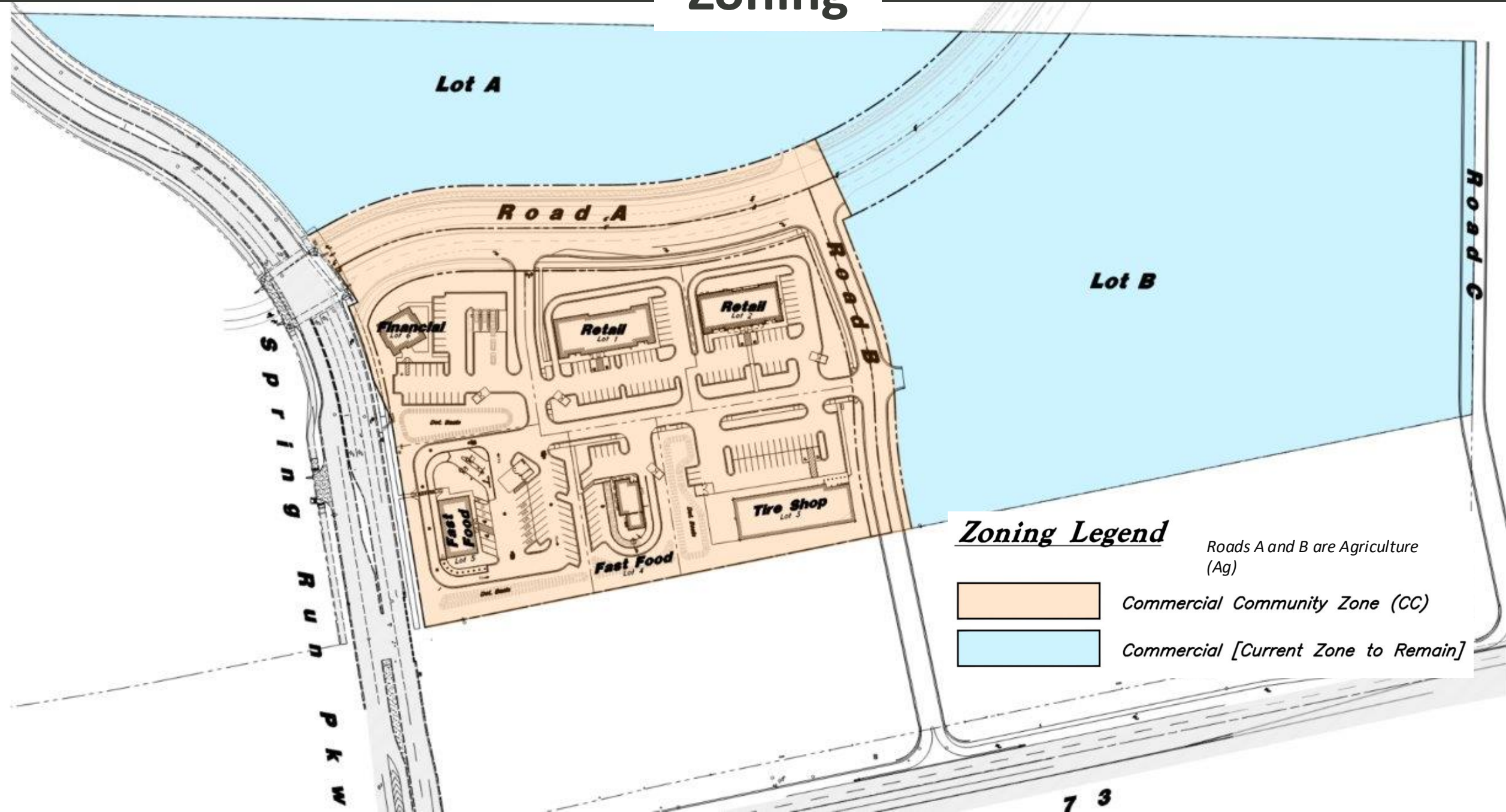
 NEIGHBORHOOD CHARACTER AREA

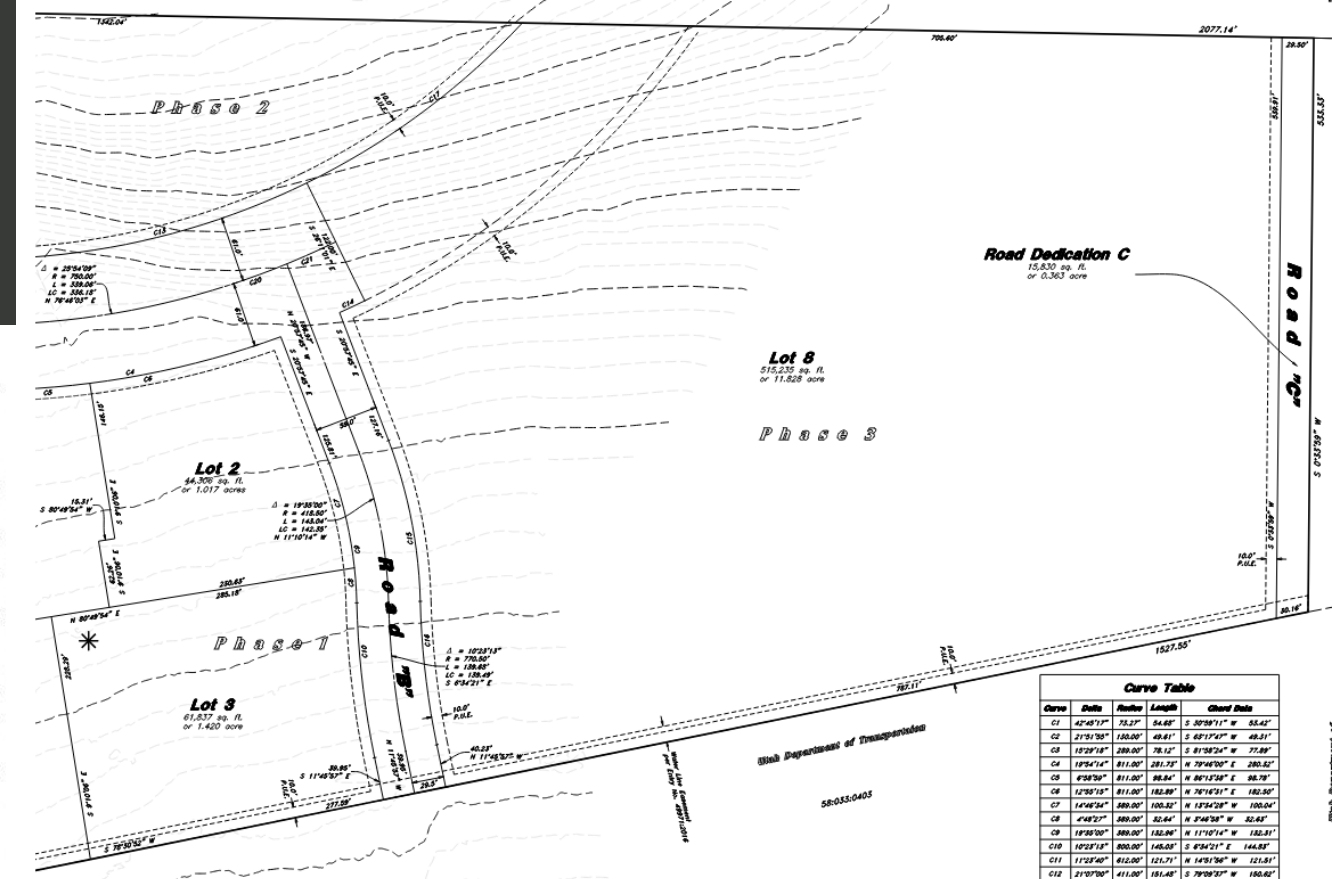
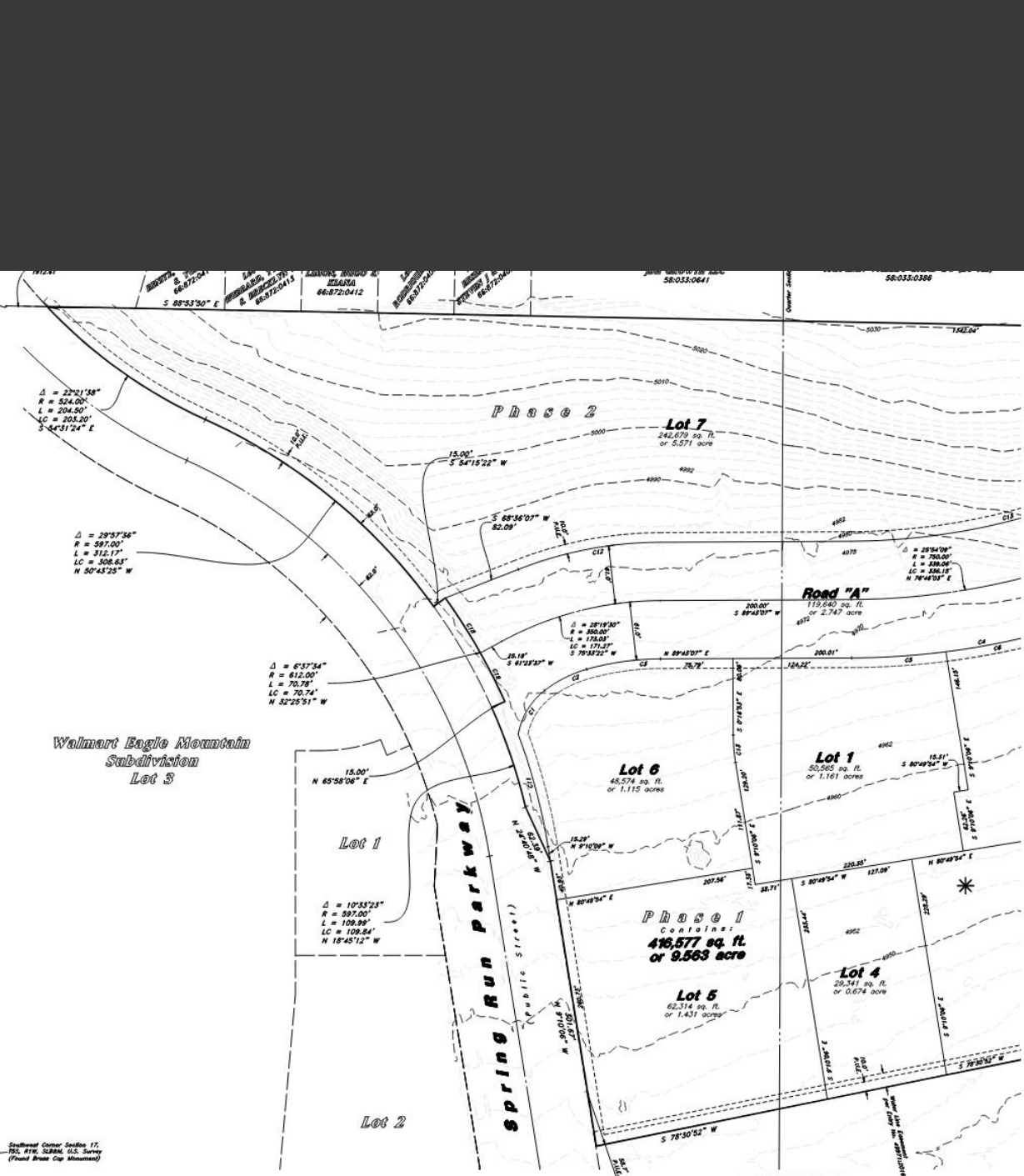
TRANSPORTATION

-  UDOT Highway/Freeway
-  City Road Network - Collector & up

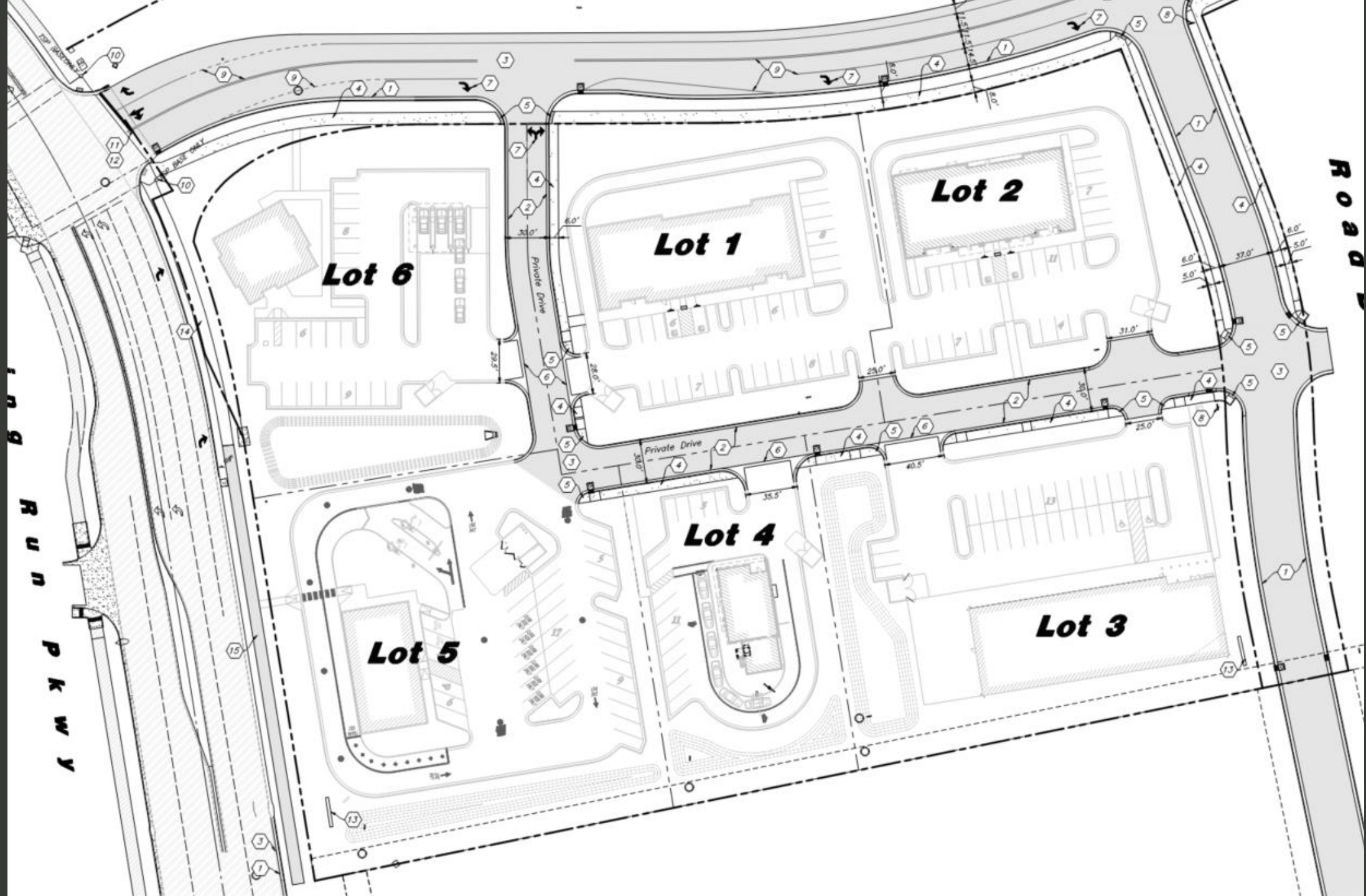


Zoning

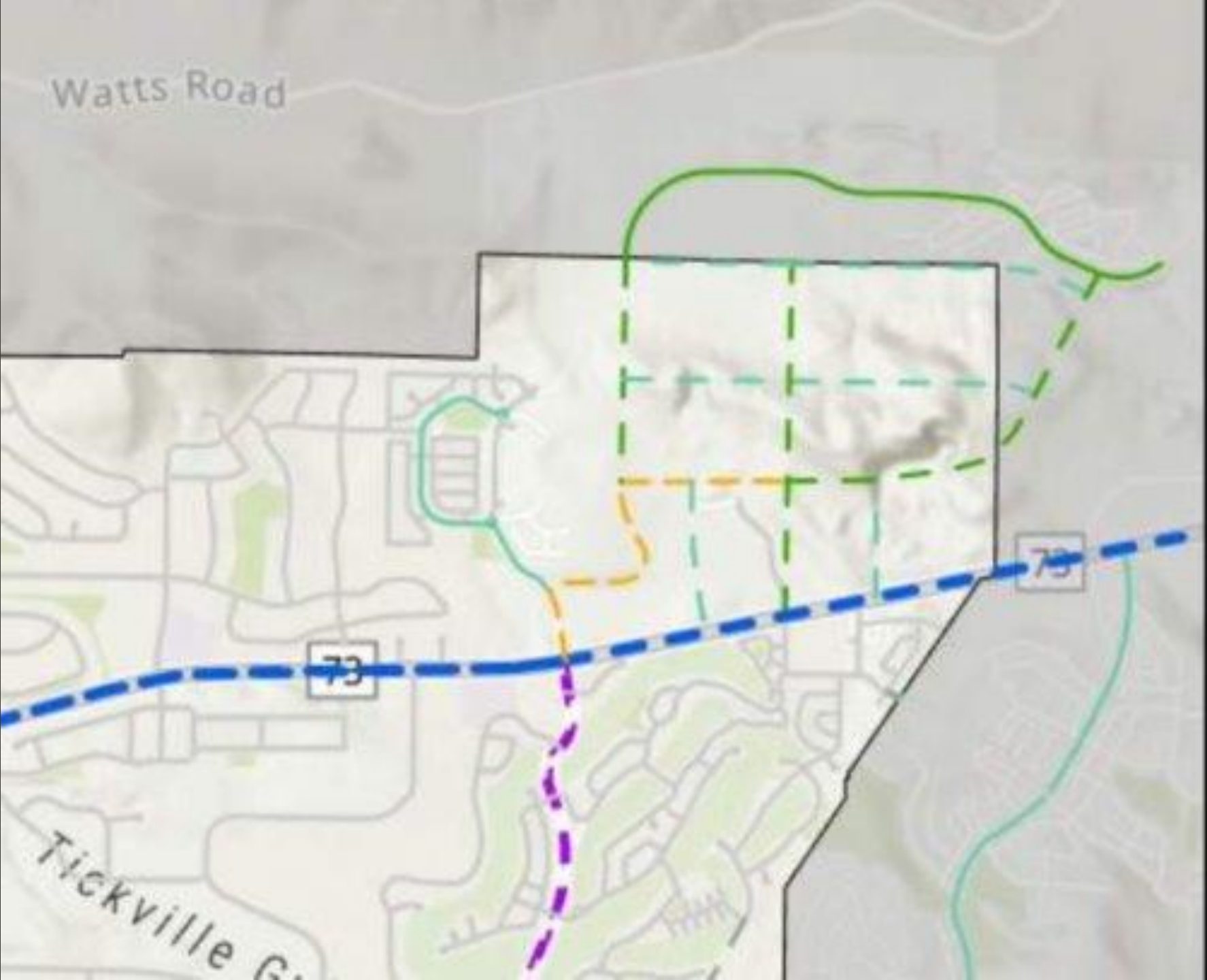




Southwest Corner, Section 17,
T8S, R19E, S8R4M, U.S. Survey
(Found Brass Cap Monument)



Transportation Master Plan







Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for the Spring Run Plaza Preliminary Plat with the following condition:

1. The Spring Run Plaza Master Development Agreement is approved and executed.





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
APRIL 28, 2026**

| | |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| TITLE: | PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Approving the Spring Run Plaza Master Development Agreement. |
| ITEM TYPE: | Master Development Agreement |
| FISCAL IMPACT: | N/A |
| APPLICANT: | Armstrong Commercial Development |

| CURRENT GENERAL PLAN DESIGNATION & ZONE | ACREAGE |
|----------------------------------------------------|----------------|
| Commercial Community | 7.49 |

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Approve MDA

BACKGROUND:

The City has negotiated a Master Development Agreement with Spring Run Parkway Partners II, LP and RCA65, LLC regarding a commercial development located on Spring Run Parkway across the street from Walmart. The Master Development Agreement implements the Master Development Plan approved on December 2, 2025. The property is being developed in accordance with the Commercial Community Zone. The Agreement provides for some exceptions to the zoning requirements and governs infrastructure improvements that are necessary to support the development.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Spring Run development agreement - Final

**MASTER DEVELOPMENT AGREEMENT
FOR
SPRING RUN PLAZA**

This *Master Development Agreement for Spring Run Plaza* (this “**Agreement**” or “**MDA**”) is entered into as of this _____ day of _____, 2026 (the “**Effective Date**”) between RCA65, LLC, a Utah limited liability company (“**RCA**”), and SPRING RUN PARKWAY PARTNERS II, LP, a Delaware limited partnership (“**Armstrong**”) (collectively “**Developers**” and individually “**Developer**”) and Eagle Mountain City, a Utah municipal corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. RCA owns or controls certain real property within the City’s boundaries that is legally described in Exhibit A (the “**Property**”).

B. Armstrong intends to develop the portion of the Property legally described in Exhibit B (the “**Vested Property**”) as Spring Run Plaza (the “**Project**”) in accordance with the master development plan (the “**Master Plan**”) attached hereto as Exhibit C. On December 2, 2025, the Eagle Mountain City Council (the “**Council**”) approved the rezone and Master Plan of the Vested Property pursuant to the Rezone and Master Development Plan Notice of Decision for Spring Run Plaza, which is attached hereto as Exhibit D.

C. RCA intends to develop the remainder of the Property beyond the Vested Property (the “**Adjacent Property**”) by seeking approvals in accordance with then-applicable City ordinances.

D. The Parties intend that certain uses, zoning designations, and densities vest in the Developers under the terms of this Agreement as more fully set forth below.

E. The Parties desire to enter into this Agreement to specify Developer’s rights and responsibilities with regard to development of the Property, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

F. The City has determined that construction of an expanded east-west minor arterial roadway through the Property (the “**East-West Roadway**”) is an important public improvement that will provide regional connectivity, including connection to Saratoga Springs, improve traffic circulation within the City, and support existing and future business and employment and revenue generating land uses within Eagle Mountain, and has requested that Developers accommodate right-of-way beyond what is needed to serve the Property.

G. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-20-101, *et seq.*, the Council, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City’s General Plan, and Eagle Mountain City.

H. In accordance with Utah Code Ann. § 10-20-508(2)(iii), this Agreement has been reviewed and adopted through the procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502, including a review and recommendation from the planning commission and a public hearing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developers hereby agree as follows:

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

- 1.1 **Adjacent Property** means the portion of the Property that is not Vested Property.
- 1.2 **Applicant** means a person or entity submitting a Development Application.
- 1.3 **Armstrong** means _____ and its successors and assigns.
- 1.4 **Armstrong System Reimbursement** means the System Reimbursement due to Armstrong.
- 1.5 **Buildout** means the completion of all of the development on the entire Project.
- 1.6 **Council** means the elected City Council of Eagle Mountain.
- 1.7 **Default** means a breach of this MDA as specified herein.
- 1.8 **Developer** means RCA or Armstrong, and **Developers** means, collectively, RCA and Armstrong. When this Agreement intends to refer to a specific Developer individually, it shall do so expressly, by reference to “RCA” or “Armstrong.”
- 1.9 **Development Application** means an application to Eagle Mountain for any other permit, certificate, or other authorization from Eagle Mountain required for development of the Project.
- 1.10 **Direct Payment** means a cash payment from the City to a Developer to fund all or a portion of the System Reimbursement.
- 1.11 **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.12 **Eagle Mountain’s Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.13 **Eagle Mountain’s Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the Effective Date.

- 1.14 **East-West Roadway** means the portion of a minor arterial road proposed by the City through the Property, intended to provide connectivity to Saratoga Springs and expected to be one hundred twenty-two feet (122') in width, as depicted on the Master Plan as "Road A." The East-West Roadway includes all required right-of-way, pavement, base, curb, gutter, sidewalk or trail (if applicable), park strip, street lighting, signage, storm drainage, and related utility relocations and restorations.
- 1.15 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2026), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.16 **Impact Fees Credits** means a credit against impact fees imposed in connection with development activity on the Property in an amount equal to the total Armstrong System Reimbursement.
- 1.17 **Master Plan** means the approved plan attached hereto as Exhibit C.
- 1.18 **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.19 **Mortgage** means any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security.
- 1.20 **Mortgagee** means any holder of a lender's beneficial or security interest under a Mortgage.
- 1.21 **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another Party.
- 1.22 **Party/Parties** means, in the singular, RCA, Armstrong, or Eagle Mountain; in the plural RCA, Armstrong, and Eagle Mountain.
- 1.23 **Project** means the Spring Run Plaza mixed use project to be constructed on the Vested Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.
- 1.24 **Property** means the approximately ___ acres of real property owned by RCA and more fully described in Exhibit A.
- 1.25 **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.
- 1.26 **RCA System Reimbursement** means the System Reimbursement due to RCA.
- 1.27 **Reimbursable Cost** means the actual cost of System Improvements. Except as otherwise specified herein, Reimbursable Costs are subject to the foregoing: (a) all

Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees, or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

- 1.28 **System Improvement Costs** means the cost of System Improvements, including the cost of “upsizing” Public Infrastructure beyond the size required for the Project. System Improvement Costs include (a) the value of the land for any incremental dedication, as of the date of the dedication; (b) incremental construction costs, including additional earthwork, fill, grading, retaining walls, road base, curb and gutter, pavement, or utility relocations, restorations, or upsizing; (c) incremental third-party engineer, design, and construction drawing costs, including additional design and study costs caused by the request for System Improvements; and (d) the lost value of the Property due to the System Improvement, including, without limitation, reduction in developable area and lost development potential.
- 1.29 **System Improvements** means improvements considered to be in the nature of “System Improvements” as defined in the Utah Impact Fees Act, Utah Code Ann. § 11-36a-101, et seq. (2026).
- 1.30 **System Reimbursement** means a reimbursement from the City to Developer for any and all System Improvement Costs.
- 1.31 **Vested Property** means the portion of the Property described in Exhibit B to which the Master Plan applies and for which the City is granting vested rights hereunder.

2. **ZONING.** As of the Effective Date, the Vested Property is zoned by the City as Commercial Community in accordance with the Master Plan.

3. **TERM OF AGREEMENT.** This MDA shall expire and terminate six (6) years from the Effective Date, unless extended in accordance with Section 16.10.100 of Eagle Mountain’s Vested Laws. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer for which the Developer has provided a bond or other form of completion assurance shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. **VESTED RIGHTS.**

4.1 **General Vesting.** The Parties intend that this MDA grants to Developers all rights to develop the Project in fulfillment of the Master Plan, this MDA, and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-20-902, which is incorporated into this Agreement. These vested rights are subject to the requirement that Developer proceed with reasonable diligence as contemplated in Utah Code Ann. § 10-20-902 (1)(f).

4.2 **Exceptions.** The vested rights set forth in Section 4.1, and restrictions on the applicability of Eagle Mountain's Future Laws to the Project, are subject to the following exceptions:

4.2.1 Master Developer Agreement. Eagle Mountain's Future Laws or other regulations to which a Developer or Applicant agrees in writing, provided that one Developer shall not be permitted to agree on behalf of another Developer and an assignee shall not be permitted to agree with respect to more property than such assignee owns;

4.2.2 State and Federal Compliance. Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

4.2.3 Codes. Any of Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, 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 on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

4.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons, and entities similarly situated;

4.2.5 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

4.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted and imposed by Eagle Mountain pursuant to Utah Code Ann. § 11-36a-101 *et seq*;

4.2.7 Compelling, Countervailing Interest. Laws, rules, or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-20-902 (1)(a)(ii)(A).

4.3 **Development Standards and Design Guidelines.** Developer shall have a vested right to develop in accordance with the Master Plan. To the extent that anything approved in the

Master Plan, is inconsistent with any requirements of Eagle Mountain’s Vested Laws or Eagle Mountain’s Future Laws, the Master Plan shall control and Developer shall not be required to comply with such requirement of Eagle Mountain’s Vested Laws or Eagle Mountain’s Future Laws. Specifically, the following exemptions from Eagle Mountain’s Vested Laws shall be allowed, subject to City Council approval through the site plan approval process:

- a. Drive-throughs are allowed between the building and the public right-of-way with corresponding design elements to improve the attractiveness of the drive-through.
- b. No escape lane is required for drive-throughs where it is impractical due to spacing or other limitations.
- c. Parking is allowed between the building and the street where it is impractical to locate it elsewhere.
- d. No more than ten feet of landscape buffering is required in any location.
- e. The minimum front and rear setback may be as low as ten feet, with no maximum.
- f. Retaining walls taller than six feet do not need to be tiered so long as the walls are designed and engineered to provide for structural integrity and geotechnical stability.

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain’s Vested Laws, Eagle Mountain’s Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 Phasing and Area Development.

5.2.1 Developer shall develop the Project in accordance with the Master Plan attached hereto as Exhibit C. Unless otherwise shown on the Master Plan, the project’s road and infrastructure construction, including the collector roads along the exterior of the project, shall correspond with adjoining development.

5.2.2 The City acknowledges that RCA intends to develop the Adjacent Property. RCA shall comply with all requirements of Eagle Mountain’s Future Laws in developing the Adjacent Property except as explicitly set forth herein.

5.2.3 The City acknowledges Applicants may submit multiple Development Applications from time to time to develop and/or construct portions of the Project and Adjacent Property in phases. The Parties acknowledge that the most efficient and economic development of the Property depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each phase shall establish that the needs of future phases for infrastructure are properly accounted for. Except as explicitly set forth herein, the development of the Property in phases shall be in the sole discretion of the Developers.

5.3 **Standard for Approval.** All subdivision plats and site plans must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.4 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

5.5 **Changes to Project.** Developer may request approval of material modifications to subdivision plats from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) changes the location of public roads.

5.6 **Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 **System Improvements.**

6.1.1 The Parties acknowledge and agree that certain elements of the Public Infrastructure to be completed in accordance with this Agreement and the Project represent "oversizing" required by the City or otherwise constitute System Improvements. The City shall reimburse Developer for any and all System Improvement Costs (collectively, the "**System Reimbursement**"). The Parties shall enter into separate agreements (collectively, the "**Impact Fee Reimbursement Agreements**") to address the terms of the System Reimbursement, but the failure of the parties to come to agreement on the terms of the Reimbursement Agreements shall not relieve the City of the System Reimbursement obligation.

6.1.2 Armstrong System Reimbursement.

a. Notwithstanding the fact that the Parties shall enter into a separate agreement to address the System Reimbursement, they desire to set forth certain terms in this Agreement that shall be included in the Impact Fee Reimbursement Agreements. The Parties agree that Armstrong shall receive a credit against impact fees imposed in connection with development activity on the Property in an amount equal to the total Armstrong System Reimbursement (the "**Impact Fees Credits**"). Armstrong shall not be required to pay any storm water, wastewater, transportation, or water impact fees except to the extent that the amount of any such impact fee exceeds the amount of the Impact Fees Credits for such public facility type.. The Impact Fees Credits shall be usable by the Company and any permitted assignee based upon its dollar value.

b. Upon completion of the Public Infrastructure, Armstrong may, from time to time, transfer all or any portion of the Impact Fees Credits to RCA or to any affiliate of either Developer that owns real property within the municipal limits of the City. The City shall thereafter apply such assigned Impact Fees Credits to the impact fees imposed in connection with development activity on such real property for the benefit of such person or entity, in accordance with this Section 6.1.

6.1.3 Excess System Reimbursement. The Parties shall enter into one or more separate Impact Fee Reimbursement Agreements that shall govern the RCA System Reimbursement as well as any Armstrong System Reimbursement that exceeds the amount of impact fees owed for the Project. Such Impact Fee Reimbursement Agreements shall provide that any reimbursement paid from impact fee collections shall, with respect to transportation-related System Improvements, be paid from City-wide impact fee collections.

6.1.4 The City shall maintain an accurate and updated record of (i) the amount of the total Armstrong System Reimbursement and RCA System Reimbursement, (ii) the amount of the Impact Fees Credits, (iii) the amount of the Impact Fees Credits applied to impact fees imposed in connection with development activity on the Property or transferred pursuant to Section 6.1.3.b., (iv) the amount of any Impact Fees Credits tendered back to the City without application to development activity on the Property, and (v) the amount of the System Reimbursement paid to Armstrong and RCA (and the manner in which such System Reimbursement was paid), including any Impact Fees Credits and Direct Payments. When Developer incurs Reimbursable Costs for which Developer has been invoiced and which Developer has actually paid, Developer shall submit such invoices and any other supporting documentation to the City, and the City shall reconcile and adjust the System Reimbursement and Impact Fees Credits within thirty (30) days of receipt thereof.

6.2 **Roads.**

6.2.1 Internal Roads. Developer shall be required to construct all internal roads within the Project and shown on the Master Plan.

6.2.2 Collector Roads. Armstrong shall be responsible to dedicate and construct the road labeled as “Road B” on the Master Plan in connection with the development of the Project

6.2.3 East-West Roadway. The Parties acknowledge that the East-West Roadway is wider than is required to serve the Project. In connection with the development of the Project, RCA shall dedicate sufficient right of way for the full buildout of the East-West Roadway and shall receive a System Reimbursement for System Improvement Costs as set forth in a separate Impact Fee Reimbursement Agreement, including compensation for a diminution in value, as of the Effective Date, to portions of the Property and related improvements, if any. Developer shall improve fifty-nine feet (59’) of the road width to the Road A/B intersection but shall not be required to build more than such width or length unless the costs thereof are borne in advance by the City.

6.3 **Utilities.**

6.3.1 Water Rights. Developer agrees that prior to approval of a Final Plat for any parcel of property that is included in the Project, the owner of the subject parcel shall dedicate water rights to the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. If the City consents, Developer may reserve water from the City from its existing capacity to meet this requirement. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied.

6.4 **Easements.** Developer shall grant to the City, at no cost to the City except where such easements constitute System Improvements, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.5 **Agreement to Cooperate.** Developer and the City agree to cooperate in good faith with respect to continued planning of the Property and implementation of such plan(s) consistent with the public interest.

6.6 **Reimbursement for Uncontemplated Upsizing.** City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's current standards for the applicable type of road, such upsizing shall be considered a System Improvement and the costs related thereto shall be System Improvement Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Laws, the following development benchmarks shall occur: The first preliminary plat or site plan for the Project shall be submitted for approval within six (6) months from the Effective Date. The site work for the first Final Plat or site plan shall occur within two (2) years from the Effective Date, including required Public Infrastructure (including but not limited to curb, gutter, roads), provided that approval of the site plan or Final Plat has not been unreasonably delayed by the City.

8. **DEFAULT.**

8.1 **Notice.** If a Party fails to perform its respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Parties.

8.2 **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

8.2.3 **Cure.** If the non-defaulting Party chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the Parties shall engage a mediation or other dispute resolution process as agreed by the Parties in writing.

8.4 **Public Meeting.** Before any remedy in Section 10 may be imposed by Eagle Mountain, the Party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

8.5 **Default of Assignee.** A Default of any obligations expressly assumed by an

assignee shall not be deemed a Default by the assignor, nor shall a default by one Developer be deemed a default of the other Developer.

8.6 Attorneys' Fees. If action is brought by any Party against another Party relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 8.6 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

9. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy to enforce the rights granted in this Agreement and the City's obligations under this Agreement, including for breach of the implied covenant of good faith and fair dealing, shall be specific performance; provided that monies may be awarded for failure to pay any reimbursements due hereunder, including standard interest thereon, but not including any indirect, special, punitive, incidental, or consequential damages.

IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER OR ITS SUCCESSORS OR ASSIGNS, UNDER THE TERMS OF THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT. In the case of a Default by a Developer, Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property for the defaulting Developer, and only for the defaulting Developer, until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

11. ASSIGNABILITY. Developer may assign its rights and obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer may assign its rights and obligations hereunder, in whole or in part, to one or more of the following without the consent of Eagle Mountain, so long as Developer provides Notice to Eagle Mountain of the assignment: (a) a partial assignment to a subdeveloper who is to develop a portion of the Project or (b) an assignment to an affiliated entity, meaning an entity under common control with, controlled by, or controlling Developer.

11.1 Notice. Developer shall give Notice to Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain with all necessary contact information for the proposed assignee.

11.2 **Partial Assignment.** 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 MDA to which the assignee succeeds.

11.3 **Assignees Bound by MDA.** Developer's assignees shall be bound by the terms of this MDA.

11.4 **Mortgagees.** This MDA shall be superior and senior to any lien placed upon the Property, or any portions thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this MDA shall defeat, render invalid, diminish, or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this MDA shall be binding upon and effective against any person that acquires title to the Property, or any portions thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this MDA to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any Notice of Default given to a Developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Developer, as applicable, any Notice of Default or determination of noncompliance given to a Developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such Notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's Notice.

12. **RECORDING OF AGREEMENT.** The provisions of this Agreement shall constitute real covenants, contracts, and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. **SEVERABILITY.** Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. **TIME OF PERFORMANCE.** Time shall be of the essence with respect to the duties imposed on the Parties under this Agreement. Unless a time limit is specified for the performance of such duties, each Party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

15. **CONSTRUCTION OF AGREEMENT.** This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. **STATE AND FEDERAL LAW.** The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, 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, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. **NO WAIVER.** Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the Party intended to be benefited by the provisions being waived.

18. **ENTIRE AGREEMENT.** This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

19. **APPLICABLE LAW.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the Parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

20. **NOTICES.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the Parties as follows:

To Armstrong:

Josh Katzer
6400 S Fiddler's Green Circle
Suite 1820
Greenwood Village, CO 80111
jkatzer@acd-co.com

To RCA:

Steve Allred
lawofficesfa@gmail.com
215 S Orem Boulevard Orem, Utah 84058

To the City:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run

21. **INCORPORATION OF RECITALS AND EXHIBITS.** The recitals and exhibits to this Agreement are hereby incorporated into the Agreement.

22. **HOLD HARMLESS.** Developer shall hold City and its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf, in connection with the Project, except where caused by the negligence or intentional misconduct of the City.

23. **RELATIONSHIP OF PARTIES.** This Agreement is not intended to create any partnership, joint venture, or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. **CERTIFICATE OF COMPLIANCE.** Upon fifteen (15) business days' prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

25. **TITLE AND AUTHORITY.** Developer expressly warrants and represents to City that it is a limited liability company in good standing. RCA represents and warrants that such company owns or controls all right, title and interest in and to the Property, that no portion of the Property, or any right, title or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual, and that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. **FURTHER ASSURANCES, DOCUMENTS, AND ACTS.** Each of the Parties 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.

27. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an

original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one instrument and execution.

28. FORCE MAJEURE. No Party shall be liable for, nor deemed to be in default for, any failure or delay in performing any obligation under this Agreement (other than the obligation to pay money when due) to the extent such failure or delay is caused by a Force Majeure Event, and all deadlines set forth hereunder shall be extended for the duration of a Force Majeure Event. A “Force Majeure Event” means an event or circumstance beyond the reasonable control of the affected party that by the exercise of commercially reasonable efforts could not have been avoided, prevented, or mitigated, including, without limitation, acts of God; extraordinary weather events; fire; flood; earthquake; explosion; epidemic or pandemic and related governmental orders; war, invasion, hostilities, terrorism, civil commotion, or sabotage; embargoes; strikes or other labor disturbances not limited to the affected party’s workforce; unanticipated shortages or inability to obtain necessary materials, equipment, utilities, or transportation due to causes beyond the affected party’s control; and changes in laws or governmental orders that directly delay performance.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

DATED this _____ day of _____, 2026.

[Signatures appear on subsequent pages]

RCA65, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of _____, a ____ limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this _____ day of _____, 2026.

SPRING RUN PARKWAY PARTNERS II, LP

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
)
)ss.
COUNTY OF _____)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of _____, a _____ limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

Exhibit List

- Exhibit A - Property Legal Description
- Exhibit B - Vested Property Legal Description
- Exhibit C - Master Plan
- Exhibit D - Notices of Decision
- Exhibit E - System Improvement Costs

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT B
VESTED PROPERTY LEGAL DESCRIPTION

EXHIBIT C
MASTER PLAN

EXHIBIT D
NOTICES OF DECISION

