



EAGLE MOUNTAIN CITY COUNCIL MEETING

October 01, 2019, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. **CITY ADMINISTRATOR INFORMATION ITEMS**

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

2. **AGENDA REVIEW**

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

3. **ADJOURN TO A CLOSED EXECUTIVE SESSION**

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

4. **CALL TO ORDER**

5. **PLEDGE OF ALLEGIANCE**

6. **INFORMATION ITEMS/UPCOMING EVENTS**

7. **PUBLIC COMMENTS**

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

8. **CITY COUNCIL/MAYOR'S ITEMS**

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

9. **APPOINTMENTS**

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

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

9.A. Youth Council - 1-year terms

- 1) Ilse Jessup
- 2) Ela Rose
- 3) Tyler Seils
- 4) Salem Shimakonis
- 5) Sydney Williams
- 6) Brooke Bytheway (Mayor)
- Ela Rose
- Ilse Jessup
- Salem Shimakonis
- Sydney Williams
- Tyler Seils

CONSENT AGENDA

10. BID AWARDS

- 10.A. Rodeo Grounds Prefabricated Restrooms - CXT Concrete Buildings
Motion to approve.
CXT Concrete Building - Taos - Exterior
CXT Concrete Building - Taos - Floor Plan
- 10.B. Eagle Mountain Influent Pump Station Upgrade
Motion to approve.
Influent Pump Station Bid Tab
Influent Pump Station Bid Tab Summary

11. BOND RELEASES

- 11.A. Brandon Park Phase A Plat 2 Bond Release - Into Warranty
Motion to approve.
BR--Brandon Park A-2 Into Warranty
Brandon Park A-2 Recorded Plat Map
- 11.B. Overland Phase A Plat 1 Bond Release - Out of Warranty
Motion to approve.
BR-Overland A-1 Out of Warranty
Overland A-1 Recorded Plat Map
- 11.C. Spring Run Phase A Plat 2 Bond Release - Out of Warranty
Motion to approve.
BR-Spring Run A-2 Out of Warranty

[Spring Run A-2 Recorded Plat Map](#)

- 11.D. [Spring Run Phase B Plat 2 Bond Release - Out of Warranty](#)
Motion to approve.
[BR-Spring Run B-2 Out of Warranty](#)
[Spring Run B-2 Recorded Plat Map](#)

- 11.E. [Colonial Park Phase 3 - Out of Warranty](#)
Motion to approve
[BR--Colonial Park Phase 3 Out of Warranty](#)
[Colonial Park Phase 3 Recorded Plat](#)

12. MINUTES

- 12.A. [September 3, 2019 Regular City Council Meeting Minutes](#)
Motion to approve.
[09.03.2019 City Council Minutes - DRAFT](#)

13. PRELIMINARY PLATS & SITE PLANS

- 13.A. [Holiday Oil Tank Expansion - Site Plan](#)
The proposed site plan application is for the expansion and addition of more tanks to the existing Chevron station, located on the southeast corner of Eagle Mountain Boulevard and Pony Express Parkway.
[Demo Plan](#)
[Landscape](#)
- 13.B. [John Walden Clubhouse - Site Plan](#)
The proposed clubhouse is on 1.6 acres of land, located between Trailhead Road and Stagecoach Run, north of City Hall (59:044:0152).
[Walden Clubhouse - Site Plan Drawings](#)
[Walden Clubhouse - Colored Elevations](#)
- 13.C. [West Side Theatre Company - Temporary Site Plan](#)
This application is for a temporary site plan to erect a temporary structure at the Silverlake amphitheater and other necessary facilities for theater productions.
[Proposal for Allowance of a Temporary Space & Storage](#)
[Memorandum of Understanding 3495_001](#)
[NEW STRUCTURE OPTION for WEST SIDE THEATRE COMPANY \(1\).pdf](#)
- 13.D. [Strides Pediatric Therapy - Site Plan and Preliminary Plat](#)
The proposed site plan and preliminary plat is for an equine-assisted therapy center located on approximately 10 acres of land (Parcel 59:051:0019).
[Overall Site Plan](#)
[Site Plan](#)

Office Photographs
Office Elevations - Color
Office Elevations

- 13.E. [SilverLake South - Preliminary Plat](#)
A preliminary plat for all remaining units south of the Tickville Wash in SilverLake.
[SilverLake South Preliminary Plat](#)
[Silver Lake South Open Space Exhibits _9.5.2019](#)
[Silverlake Southeast Modification](#)
[SilverLake MDP 2013](#)
[SilverLake Parks Map 2013](#)
[Silverlake Amended MDA 2013](#)
[Silverlake South Preliminary Plat - UPDATED 09-26-19](#)

SCHEDULED ITEMS

14. AGREEMENTS

- 14.A. [AGREEMENT – Agreement between Eagle Mountain City, Utah and the Eagle Mountain Chamber of Commerce for the Management and Maintenance of the Ladder Signs.](#)

BACKGROUND: (Presented by Community Development Director Aaron Sanborn) The proposed agreement between Eagle Mountain City and the Eagle Mountain Chamber of Commerce is for the maintenance of the ladder signs that are located throughout the City.
[EM Ladder Signs Concessions Agreement Staff Report 2019.9.25](#)
[Ladder Signs Concession Agreement 2019.9.24](#)

15. CITY COUNCIL/MAYOR’S BUSINESS

This time is set aside for the City Council’s and Mayor’s comments on City business.

16. CITY COUNCIL BOARD LIAISON REPORTS

This time is set aside for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

17. COMMUNICATION ITEMS

- 17.A. [Upcoming Agenda Items](#)
This is not an action item.
[A.CI--Upcoming Agenda Items](#)

18. ADJOURNMENT

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this **26th day of September, 2019**, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	Youth Council - 1-year terms		
ITEM TYPE:	Appointment		
FISCAL IMPACT:	NA		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE NA	ACREAGE NA	COMMUNITY City Wide

PUBLIC HEARING:

No

REQUIRED FINDINGS:

All noticing requirements have been met.

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

NA

PREPARED BY:

Johna Rose, Recorder's
Office

RECOMMENDATION:

Staff recommends that the City Council consider the letters of interest for the Youth Council vacancies and appoint the youth applicants to fill the vacant positions.

BACKGROUND:

Brooke Bytheway ran unopposed in the 2019 Youth Council elections. Consequently, this left five vacancies on the Youth Council board. A meeting was held on September 18 and those in attendance were asked to submit letters of interest if they sought to fill the vacant positions. Five of the 10 attendees submitted letters indicating their interest to serve on the board.

Attachments:

Ela Rose
Ilse Jessup
Salem Shimakonis
Sydney Williams
Tyler Seils

Fionnuala Kofoed

From: Ela Rose <ellerross24@gmail.com>
Sent: Friday, September 20, 2019 6:27 PM
To: Fionnuala Kofoed
Subject: Why I want to serve on youth council.

Hello, this is Ela Rose, one of the kids who came and participated in the youth council meeting on Wednesday. I noted that you said that 9th graders and above may be elected for the 5 council members, but I also noted that you said some exceptions can be made. The reason I want to be one of those 5 is for my future. Right now in school I'm trying to get the best grades and participate in activities that may impact my future (such as student council, which I am currently on.) My hobbies include photography, playing the piano, playing the viola, and serving others. I participate in my church youth group every Tuesday and Sunday, and everything scholastic is important to me. I take pride in getting good grades and participating in school activities, such as student council (in which I am a representative on) and NJHS (National Juniors Honors Society, which is a group for kids who achieve highly in academics). I enjoy being in groups like these (Youth Council) and I enjoy participating in things I can serve on. Youth Council sounds like a great opportunity for me to show myself and spend myself in a good cause. It sound like a good opportunity to bond with the people of this city and feel like I'm making an impact in this city. I hope to achieve greatness in this city by helping to organize events and be a part in these events. I have a big interest in community service. I have served for my community many times before. For example, I have been on student council twice (once in 6th grade and now in 8th grade) and I was the student council president in 6th grade. I enjoyed/enjoy my positions in those activities. Also, like I have stated above, I am in NJHS. I also have done a lot of community service with my youth group, such as making bunkbeds and books for children. My family and I like to participate in service. For example, we have made scarves and blankets for the homeless people in Salt Lake City around Christmas. I feel the need to develop leadership skills. Although I already do have some leadership skills, I find them important in my everyday life at school and at home. I actually have been wanting to learn about the government for a long time because it sounds intriguing to me. Whenever I have researched about or learned about presidents or current events in school or at home, I have been absolutely interested. I think it sounds like a cool and helpful thing to learn about.

I feel that I should be chosen for one of the five kids because I know how to demonstrate leadership skills. I love to serve others. I am mature for my age and I find joy in learning about new things. I think it sounds like a great opportunity. It sounds very fun to get to know about the city and the government. I know how to lead a group well and I know how to get along with others. I love and face the challenges that come my way. Although I am only an 8th grader, you said you could make exceptions based on maturity level. I feel like I am the perfect fit for this kind of roll.

My future is very important to me, like I have said above. I'm already preparing for college and I feel like this is a great way to help me get into a college.

Again, my name is Ela Rose, I am an 8th grader and I turn 14 on Tuesday (the 24th). It sounds like an amazing opportunity to be a part of a group this great. Thank you for taking the time to read my letter and I hope you can take my application into thought.

Fionnuala Kofoed

From: Ilse Jessup <ilsejessup01@gmail.com>
Sent: Tuesday, September 24, 2019 3:24 PM
To: Fionnuala Kofoed
Subject: Youth Council

Dear Mrs. Kofoed,

I am confident that I have many attributes that would benefit the youth council. Namely my passion for serving others. Currently I am part of the National Honor Society as well as part of the Health Occupations Students of America. For NHS I am required to do at least 10 service hours for each term and I often exceed the required hours. I volunteer with first graders to assist them with their reading and math skills.

Another of my skills is how hardworking I am. I am a senior in high school and I attend night classes at MTECH. I am pursuing my medical assistant certification. I am also working full time at a retirement home. The value of hard work has been instilled in me from my parents. Both of whom had to work hard to succeed in life. Lastly I am Latina, as such I would bring a new perspective to the council. When there is a variety of opinions and views in council it functions better; it includes a bigger view of the population.

Thank you for your time and consideration.

Best regards,
Ilse Jessup

Fionnuala Kofoed

From: Jennifer Shimakonis <jlshimakonis@yahoo.com>
Sent: Saturday, September 21, 2019 2:47 PM
To: Fionnuala Kofoed
Subject: city youth council

Mrs. Kofoed -

I am Salem Shimakonis and I am interested on being on the city youth council.

I loved going to shop fest and helping Evan with removing the markers for the tents this Saturday. I'm looking forward to helping with more activities in the future, because I love serving in my community.

I am only in eighth grade but I would love to be on the city youth council. I feel that some of the things I have done that qualify me for this position are: doing neighborhood and school clean ups, helping to put in some of the landscaping at my school, doing clean ups around hidden hollow and helping improve some of the fences around the ranches. I have also helped my parents to run an Eagle Mountain Cub Scout den and I helped to run an activity for some special needs kids in our area. I enjoy serving individuals as well as doing service projects in the community.

Some of the events that I have attended in the city previously and would love to help out with are: the Christmas village, family fun nights, and the street fair. Some other events I attended are the rodeo and the opening of Cory b. Wride memorial park as well as a campaigning event for an Eagle Mountain candidate.

Finally, some other things that I feel qualify me are that I am a 4.0 student at my school Lakeview Academy as well as the fact that I am comfortable talking in front of people, because I have been apart of my school's theater program for the last several years.

I hope that I can make it onto the city youth council.

Sincerely-

Salem Shimakonis

Fionnuala Kofoed

From: Sydney Williams <littleartist868@gmail.com>
Sent: Wednesday, September 18, 2019 9:39 PM
To: Fionnuala Kofoed
Subject: Youth City Council Letter/Application for Sydney Williams

Dear City Council,

My name is Sydney Williams, I am sixteen and a junior at both Cedar Valley High and Westlake High Schools. I absolutely love people--one of the reasons I attend two high schools-- and opportunities to serve them. The chance to be in a leadership position where I can serve and show how much I care about my community is one of those opportunities I've been looking for. I also have many unique career choices that I would love to learn more about; politics being one of them. Having a mirror image experience of the City Council and learning how the government works would be a great opportunity to get hands on experience.

Besides politics and law, I also have a lot of interest in the medical department, and am planning on doing some shadowing of surgeries at hospitals and eye clinics. I especially have an interest in neuroscience and neurosurgery. I love making new friends, being social, reading and I adore being with animals; especially my dog.

I am confident I am a good candidate for Youth City Council because I am an enthusiastic participant, willing to interact with our community and find new ways to progress, learn, and serve those around me. I am fully invested, since politics is a career I find interesting and would consider pursuing, as well as the opportunity this presents to learn. I have great leadership skills and would love to refine them with other leaders--in the Youth City Council and City Council-- and it would be amazing to learn more about our Constitution and our government in general.

Thank you for your time and consideration. I look forward to hearing from you.
-Sydney Williams

Fionnuala Kofoed

From: Tyler <trsthunder03@gmail.com>
Sent: Monday, September 23, 2019 12:30 PM
To: Fionnuala Kofoed
Subject: City youth council position

City Council Members,

I feel like I would be a great addition to the city youth council because I can help devote time and effort to the council and activities. I can't wait to help out the community and the people in it. And I will definitely do that if I get this position on the city youth council.

I hope you consider me for city youth council.

Sincerely,
Tyler Seils



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	Rodeo Grounds Prefabricated Restrooms - CXT Concrete Buildings		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$145,578.00 GL Account 47-80-45100-7104		
APPLICANT:	Jeff Weber		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE NA	ACREAGE NA	COMMUNITY South Service Area

PUBLIC HEARING:

No

REQUIRED FINDINGS:

NA

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

NA

PREPARED BY:

Jeff Weber, Parks and
Recreation

RECOMMENDATION:

Staff recommends that the City Council approve the purchase of a CXT Pre-Fab concrete restroom for the rodeo grounds.

BACKGROUND:

The city budgeted \$149,000 for a restroom for the rodeo grounds. Staff recommends a CXT pre-fabricated concrete building for \$145,578.00 be purchased. CXT Concrete Buildings are on the Utah State Contract (Contract #PD2665). The remaining funds will be used for the purchase of the materials for the utilities for the building. The utilities will be installed by volunteers and City staff.

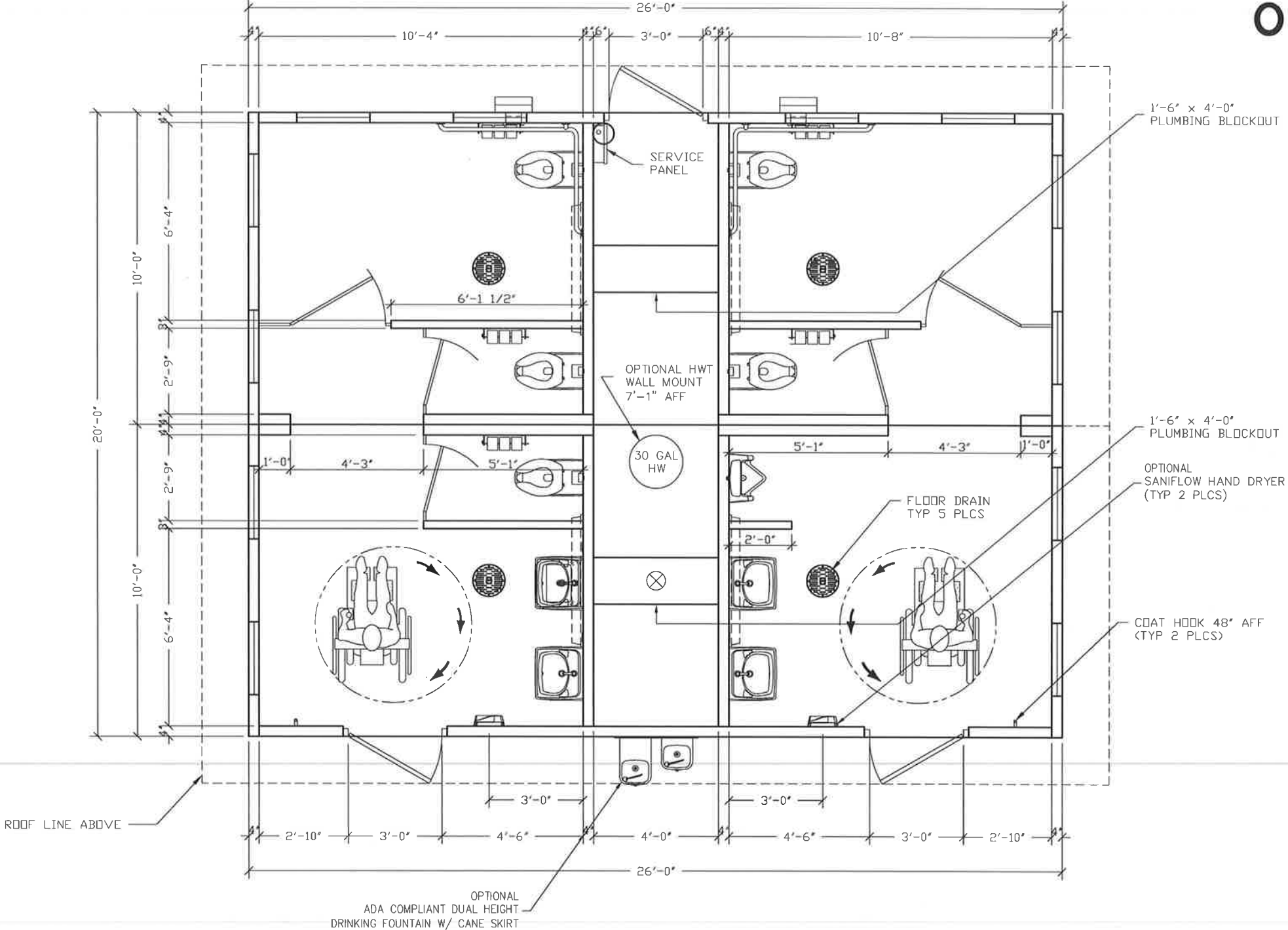
Attachments:

[CXT Concrete Building - Taos - Exterior](#)

[CXT Concrete Building - Taos - Floor Plan](#)



FOR
REFERENCE
ONLY



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

Project File
TAOS
CXT STANDARD BUILDING

NOTICE
The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated			
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	PD-TA03	
CHECKED	PLOT	48	

FLOOR PLAN

DWG NO. TA-03 SHEET REV.

NOTES: 1. SEE DRAWING TA-28 FOR SIZE AND LOCATION OF FLOOR BLOCKOUTS



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	Eagle Mountain Influent Pump Station Upgrade		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$49,428		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE City Wide	ACREAGE NA	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

NA

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

NA

PREPARED BY:

Mack Straw, Public
Works

RECOMMENDATION:

Staff recommends that the City Council award the Eagle Mountain WWTP Influent Pump Station Upgrade to the low bidder, Corrio Construction, in the amount of \$49,428 and authorize the Mayor to execute the contract.

BACKGROUND:

The wastewater influent station has been running on two separate pumps, a 10 HP and a 20 HP. The inefficiency and problems with the 20 HP pump are causing issues with the 10 HP pump and overall, a strain on the system. The proposed expansion and upgrade to the system will allow for the installation of a new 20 HP pump that was purchased earlier this year. Once the upgrade and installation have been completed, the 20 HP will be serviced and will act as a backup secondary system. \$60K was allocated in the 2020 fiscal year budget to fund this project. Funds will cover labor and materials.

Attachments:

[Influent Pump Station Bid Tab](#)

[Influent Pump Station Bid Tab Summary](#)

Eagle Mountain City

Influent Pump Station

Bid Opening Tabulation

8/20/2019

Item	Description	VANCON, INC	
1	Mobilization	\$	8,000.00
2	Pump Removal	\$	3,000.00
3	Pump Relocation	\$	30,000.00
4	Pump Installation	\$	44,000.00
5	Programming Controls	\$	11,900.00
6	All Other Work	\$	31,000.00

TOTAL		\$	127,900.00
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CORRIO CONSTRUCTION INC.	
\$	1,873.00
\$	3,370.00
\$	28,645.00
\$	5,243.00
\$	7,489.00
\$	2,808.00

\$ 49,428.00

Eagle Mountain City

Influent Pump Station

Bid Opening Tabulation
8/20/2019

Bidder	Bid Amount	Bid Bond	Addendums Acknowledged	Bidder Information
VanCon	\$ 127,900.00	Y	Y	Y
Corrio Construction	\$ 49,428.00	Y	Y	Y



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

Wednesday, September 04, 2019

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

SUBJECT: Brandon Park phase "A" plat 2 into warranty Bond Release

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
 Brandon Park ph "A" plat 2 Bond
 Reduced

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

2nd Bond Release	
Original Bond Amount:	\$ 778,933.95
Previous Release Amount:	\$ 629,198.03
Amount to Release this Period:	\$ 33,862.98
Amount Remaining in Bond :	\$ 115,872.94

Bond Releases Summary	
#1	\$ 629,198.03
#2	\$ 33,862.98
#3	\$ -
#4	\$ -
TOTAL	\$ 663,061.01

9/4/2019

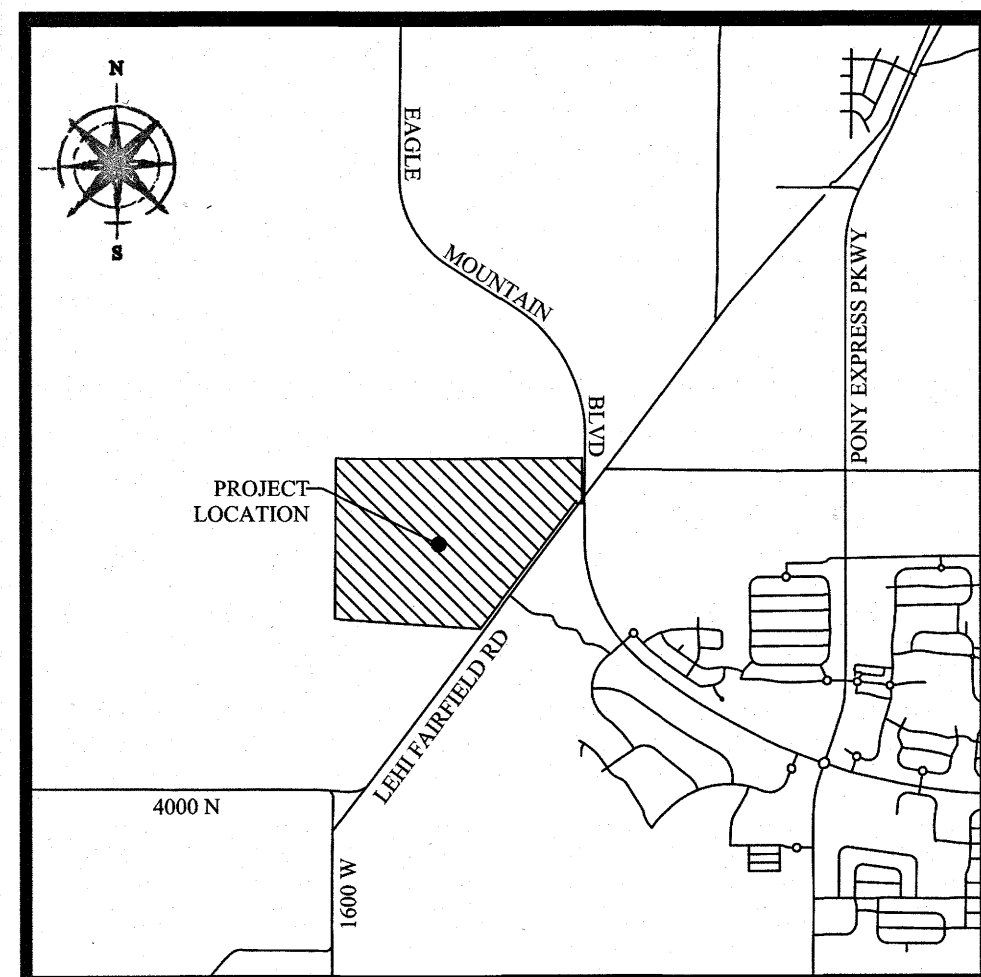
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0.5	LS	\$5,000.00	\$2,500.00	0	1	100%	\$2,500.00	\$2,500.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	94178	94178	SF	\$1.52	\$143,150.56	89,489	4708.9	100%	\$7,157.53	\$143,150.56
b	6 inch Road base(also behind curb)	118277	118277	SF	\$0.79	\$93,438.83	112,363	5913.85	100%	\$4,671.94	\$93,438.83
c	9 inch sub-base(e-fill)behind curb	118277	118277	SF	\$0.81	\$95,804.37	112,363	5913.85	100%	\$4,790.22	\$95,804.37
d	30" curb & gutter	6191	6191	LF	\$17.00	\$105,247.00	5,881	309.55	100%	\$5,262.35	\$105,247.00
e	Sidewalk	18637	18637	SF	\$4.95	\$92,253.15	17,705	931.85	100%	\$4,612.66	\$92,253.15
f	Street/stop signs	8	8	EA	\$350.00	\$2,800.00	8	0.4	100%	\$140.00	\$2,800.00
g	ADA access ramps for trail	15	15	EA	\$305.00	\$4,575.00	14	0.75	100%	\$228.75	\$4,575.00
3	CULINARY WATER										
a	8" culinary water c-900	3563	712.6	LF	\$20.00	\$14,252.00	3,563	0	100%	\$0.00	\$14,252.00
b	Fire Hydrant	5	1	EA	\$6,257.00	\$6,257.00	5	0	100%	\$0.00	\$6,257.00
c	3/4" water service	49	9.8	EA	\$1,098.00	\$10,760.40	49	0	100%	\$0.00	\$10,760.40
d	2" blow off	5	1	EA	\$2,032.00	\$2,032.00	5	0	100%	\$0.00	\$2,032.00
4	STORM DRAIN										
a	15" RCP	1343	268.6	LF	\$33.80	\$9,078.68	1,276	67.15	100%	\$453.93	\$9,078.68
b	24" RCP	569	113.8	LF	\$50.00	\$5,690.00	541	28.45	100%	\$284.50	\$5,690.00
c	30" RCP	427	85.4	LF	\$54.00	\$4,611.60	406	21.35	100%	\$230.58	\$4,611.60
d	36" RCP	629	125.8	LF	\$85.40	\$10,743.32	598	31.45	100%	\$537.17	\$10,743.32
e	Combo box	13	2.6	EA	\$5,541.00	\$14,406.60	12	0.65	100%	\$720.33	\$14,406.60
f	Catch basin 2x3	12	2.4	EA	\$1,775.00	\$4,260.00	11	0.6	100%	\$213.00	\$4,260.00
g	60" manhole	6	1.2	EA	\$2,938.00	\$3,525.60	6	0.3	100%	\$176.28	\$3,525.60
5	SEWER										
b	10" Sewer pipe	3395	679	LF	\$30.10	\$20,437.90	3,225	169.75	100%	\$1,021.90	\$20,437.90
c	4" sewer laterals	49	9.8	EA	\$900.00	\$8,820.00	47	2.45	100%	\$441.00	\$8,820.00
d	60" sewer manhole	7	1.4	EA	\$4,552.00	\$6,372.80	7	0.35	100%	\$318.64	\$6,372.80
e	48" sewer manholes	3	0.6	EA	\$3,407.00	\$2,044.20	3	0.15	100%	\$102.21	\$2,044.20
TOTAL CONSTRUCTION COST						\$663,061.01					
Original 10% Bond Coverage						\$115,872.94					
TOTAL BOND AMOUNT:						\$778,933.95	Released this Period			\$33,862.98	

Christopher T. Trusty P.E.
 Engineering Director

9/4/19
 Date

Marty Bahr
 Eagle Mountain City Inspector

9/4/19
 Date



VICINITY MAP
N.T.S.

LEGEND	
	BOUNDARY
	SECTION LINE
	EASEMENT
	RIGHT-OF-WAY LINE
	BUILDING SETBACK
	EXISTING PROPERTY LINE
	SECTION MONUMENT (FOUND)

NOTES

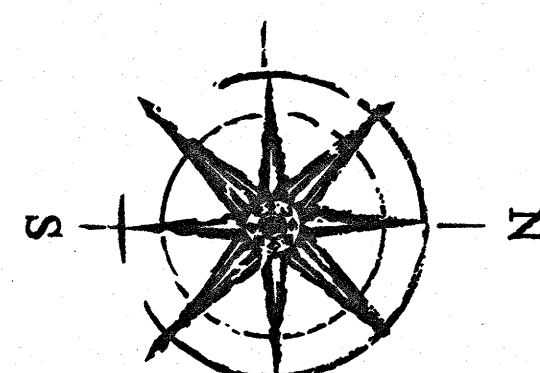
1. PARCEL A, B & C ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
2. #5 REBAR AND CAP SET AT ALL REAR LOT CORNERS. NAIL OR PLUG SET IN CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF SETTING THE FRONT LOT CORNER.

SITE TABULATIONS

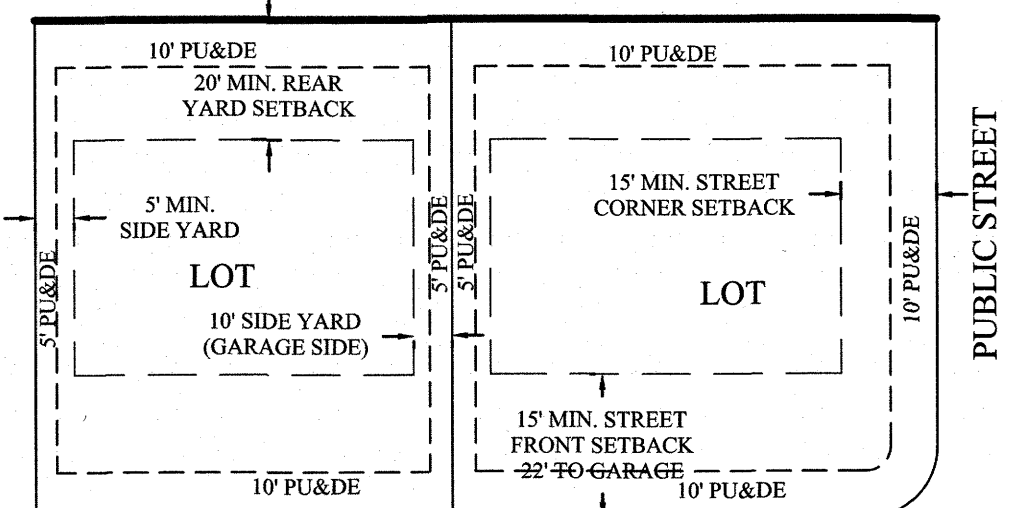
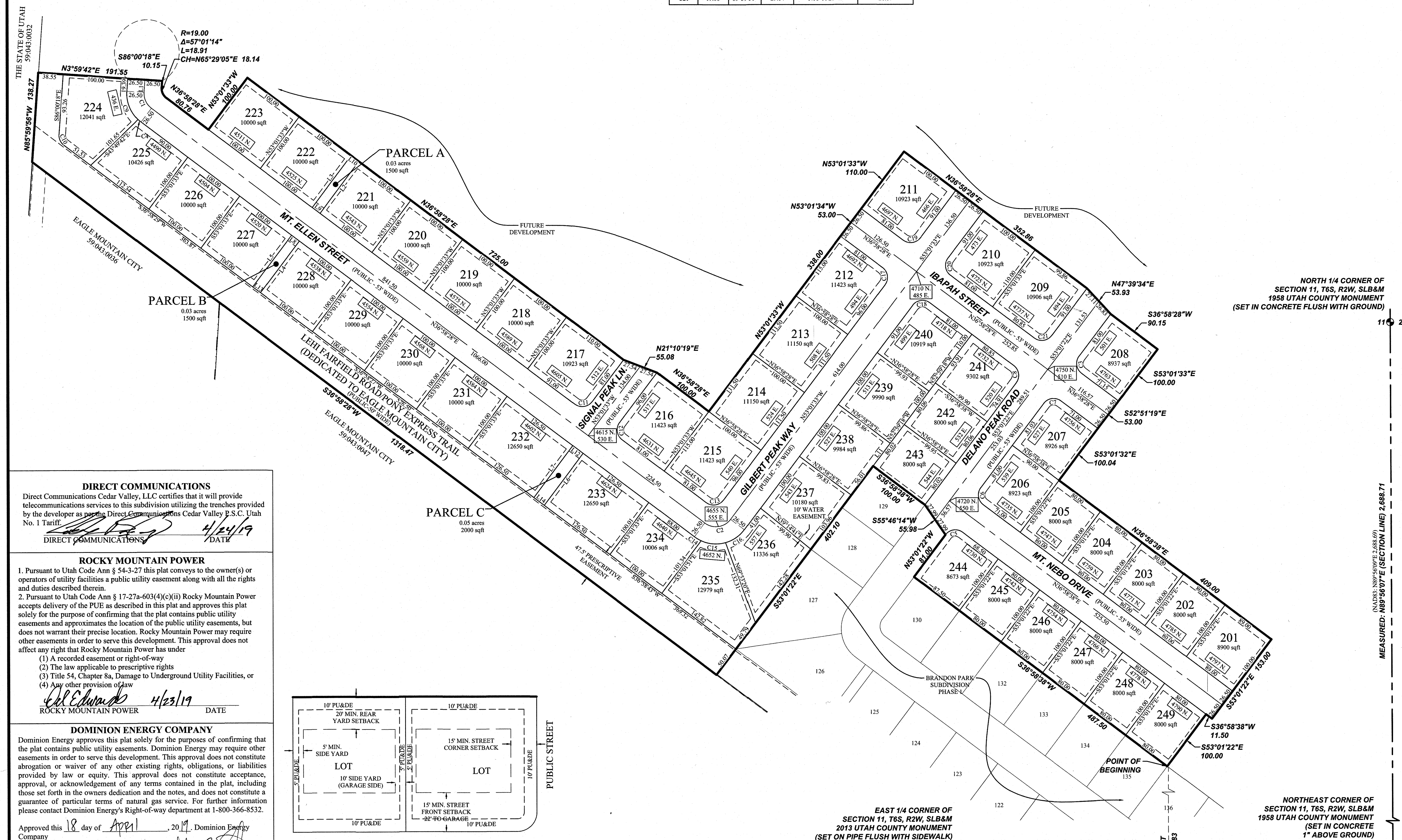
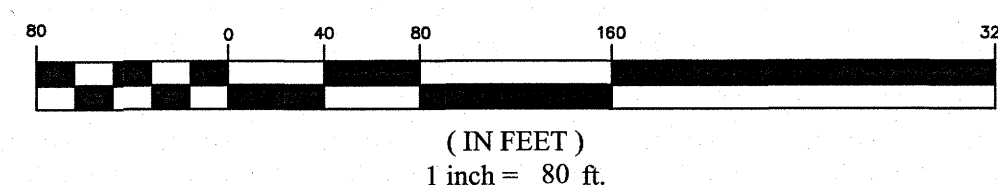
• TOTAL # OF LOTS:	49 LOTS
• TOTAL ACRES:	16.77 ACRES
• TOTAL ACRES IN LOTS:	11.14 ACRES
• TOTAL ROAD ACRES (ASPHALT):	2.16 ACRES
• TOTAL OPEN SPACE:	1.73 ACRES
• TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
• TOTAL ACRES IN ROW:	3.90 ACRES
• AVERAGE LOT SIZE:	0.23 ACRES OR 9,903 SQFT.
• LARGEST LOT SIZE:	0.30 ACRES OR 12,979 SQFT.
• SMALLEST LOT SIZE:	0.18 ACRES OR 8,000 SQFT.
• OVERALL DENSITY:	2.92 UNITS/ACRE

Line Table		
LINE	DIRECTION	LENGTH
L1	S86°00'18"E	19.39
L2	N53°01'33"W	100.00
L3	N53°01'33"W	100.00
L4	S53°01'33"E	100.00
L5	S53°01'33"E	100.00
L6	N53°01'33"W	100.00
L7	N53°01'33"W	100.00
L8	N36°58'28"E	15.00
L9	N36°58'28"E	15.00
L10	N36°58'28"E	15.00
L11	N52°59'18"W	43.99
L12	N36°58'28"E	20.00
L13	N36°58'27"E	15.00
L14	N36°58'27"E	20.00

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	28.50	57°01'14"	28.36	N65°29'05"E	27.21
C2	28.50	90°00'01"	44.77	N08°01'33"W	40.31
C3	19.00	90°00'10"	29.85	N81°58'33"E	26.87
C4	55.00	6°21'56"	6.11	S40°09'26"W	6.11
C5	19.00	90°00'01"	29.85	S08°01'22"E	26.87
C6	19.00	89°59'59"	29.85	N81°58'38"E	26.87
C7	19.00	89°59'50"	29.84	S08°01'27"E	26.87
C8	19.00	90°00'10"	29.85	S81°58'33"W	26.87
C9	55.00	50°39'18"	48.63	S68°40'03"W	47.06
C10	19.00	57°01'13"	18.91	N65°29'06"E	18.14
C11	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C12	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C13	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C14	55.00	12°35'33"	12.09	S30°40'40"W	12.06
C15	55.00	40°05'33"	38.49	S04°20'06"W	37.19
C16	55.00	37°18'52"	35.82	S34°22'07"E	35.19
C17	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C18	19.00	90°00'01"	29.85	S08°01'33"E	26.87
C19	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C20	19.00	89°59'59"	29.85	N81°58'27"W	26.87
C21	19.00	89°59'50"	29.84	N08°01'27"W	26.87



GRAPHIC SCALE



TYPICAL BUILDING SETBACKS
N.T.S.

EAST 1/4 CORNER OF
SECTION 11, T6S, R2W, SLB&M
2013 UTAH COUNTY MONUMENT
(SET ON PIPE FLUSH WITH SIDEWALK)

NORTHEAST CORNER OF
SECTION 11, T6S, R2W, SLB&M
1958 UTAH COUNTY MONUMENT
(SET IN CONCRETE
1" ABOVE GROUND)

BASE OF BEARING: S2°17'12"W (SECTION LINE) MEASURED: 3,012.93
(NAD83: S2°17'12"W 3,012.93)

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date

4/17/19

BOUNDARY DESCRIPTION

Located in the NW1/4 & NE1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah more particularly described as follows:
Beginning at a point located S02°17'12"W along the Section line 1,064.94 feet and West 1,960.83 feet from the Northeast Corner of Section 11, T6S, R2W, SLB&M; thence S36°58'38"W 487.50 feet; thence N53°01'22"W 81.00 feet; thence S55°46'14"W 55.98 feet; thence S36°58'38"W 100.00 feet; thence S53°01'22"E 402.10 feet to the Easterly line of that Real Property described in Deed Entry No. 4669:2002 of the Official Records of Utah County; thence S36°58'28"W along said deed 1,318.47 feet to the 1/4 Section line; thence N85°59'56"W along said 1/4 Section line 138.27 feet; thence N85°59'42"E 191.55 feet; thence S86°00'18"E 10.15 feet; thence along the arc of a curve to the left with a radius of 19.00 feet a distance of 18.91 feet through a central angle of 57°01'14" Chord: N65°29'05"E 18.14 feet; thence N36°58'28"E 80.76 feet; thence N53°01'33"W 100.00 feet; thence N36°58'28"E 725.00 feet; thence N21°01'19"E 55.08 feet; thence N36°58'28"E 100.00 feet; thence N53°01'33"W 338.00 feet; thence N53°01'34"W 53.00 feet; thence N53°01'33"W 110.00 feet; thence N36°58'28"E 352.86 feet; thence N47°39'34"E 53.93 feet; thence N36°58'28"E 90.15 feet; thence S53°01'33"E 100.00 feet; thence S52°51'19"E 53.00 feet; thence S53°01'32"E 100.04 feet; thence N36°58'38"E 409.00 feet; thence S53°01'22"E 153.00 feet; thence S36°58'38"W 11.50 feet; thence S53°01'22"E 100.00 feet to the point of beginning.
Contains: 16.77 acres +/-

ENT. 42789:2019 Map # 16556
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 May 14 4:42 PM FEE 134.00 BY NA
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER

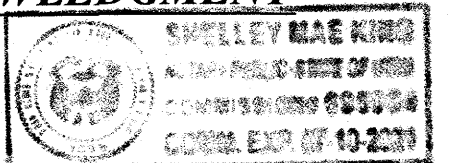
AUTHORIZED SIGNATURE(S)

Steve Maddox
Edge Homes Utah, LLC

Steve Maddox

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah



ON THE 18 DAY OF April A.D. 2019, I, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Steve Maddox, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah, L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 7/10/2021

Shelley King
A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 1959124

Shelley Mae King
PRINTED FULL NAME OF NOTARY

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 14 DAY OF May 2019.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

Christopher J. Tuckey
APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

Attest by City Recorder
(SEE SEAL BELOW)

BRANDON PARK
PHASE A, PLAT 2

SUBDIVISION
LOCATED IN THE NW1/4 & NE1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

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



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

Wednesday, September 04, 2019

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

SUBJECT: Overland phase "A" plat 1 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



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

Wednesday, August 28, 2019

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

SUBJECT: Spring Run phase "A" plat 2 out of warranty Bond Release

City Recorder:

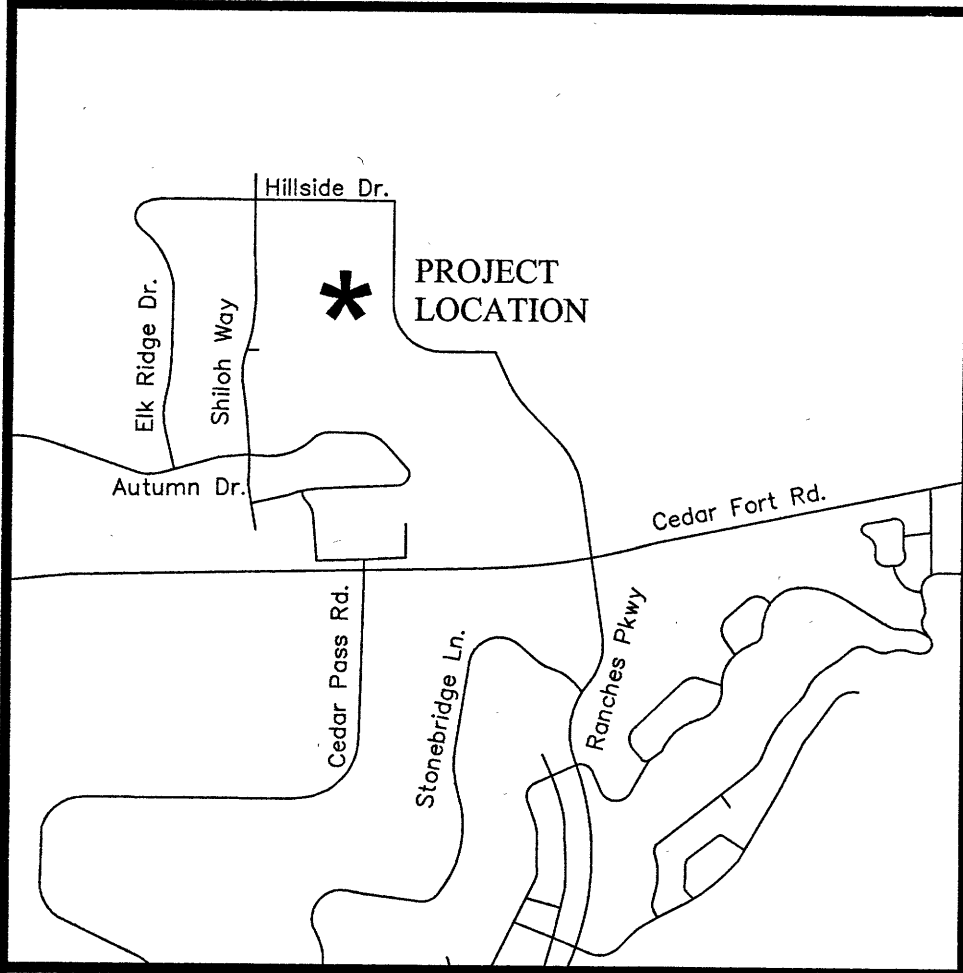
The above referenced subdivision has completed the required one year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds still held by the developer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

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

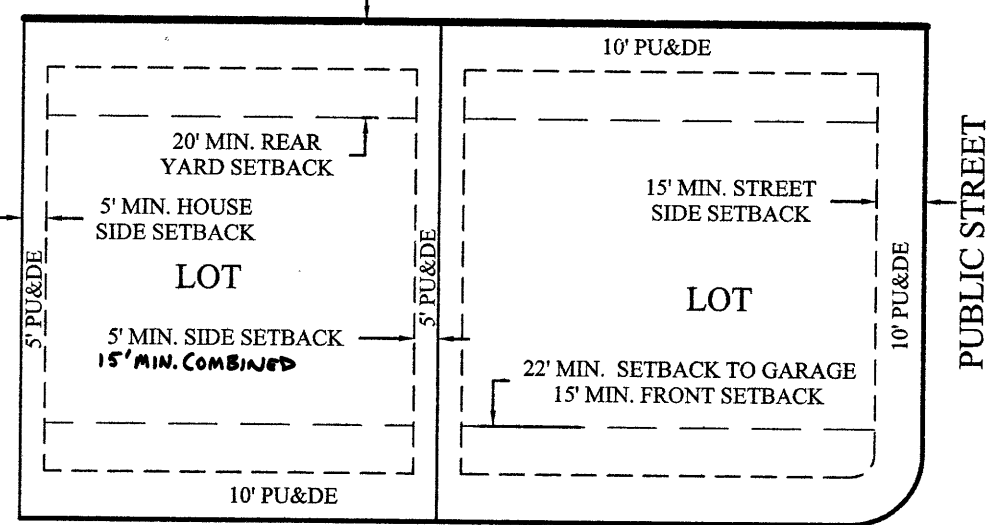
Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S.



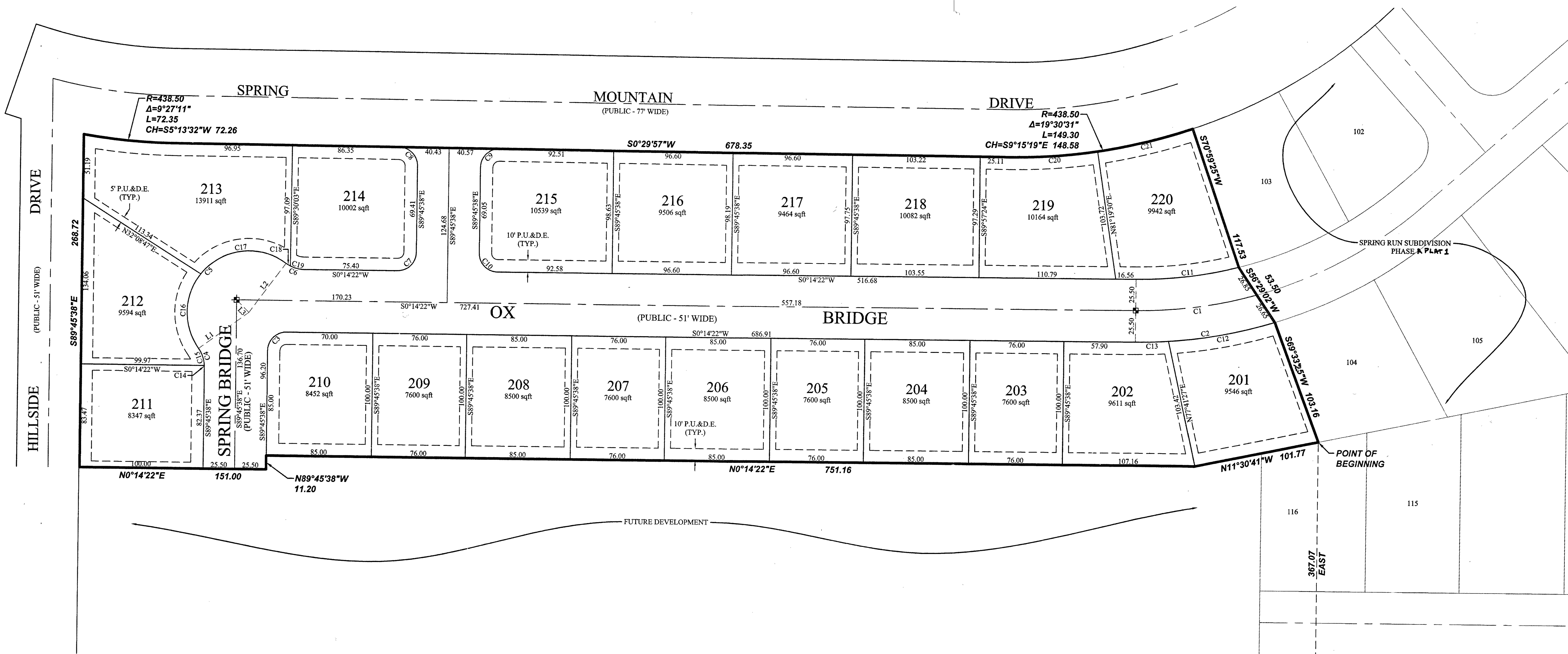
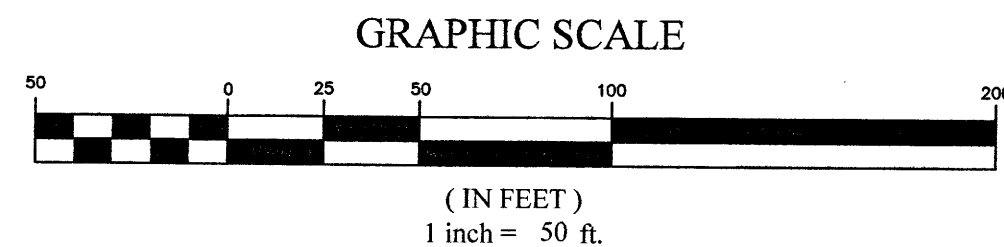
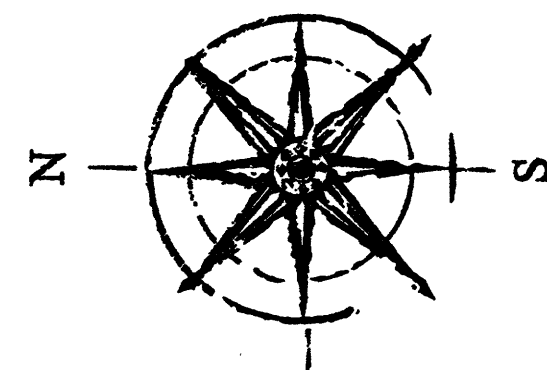
TYPICAL BUILDING SETBACKS
N.T.S.

NOTES:

- STREET MONUMENT TO BE SET
- #5 REBAR AND CAP (FOCUS END) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
- P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

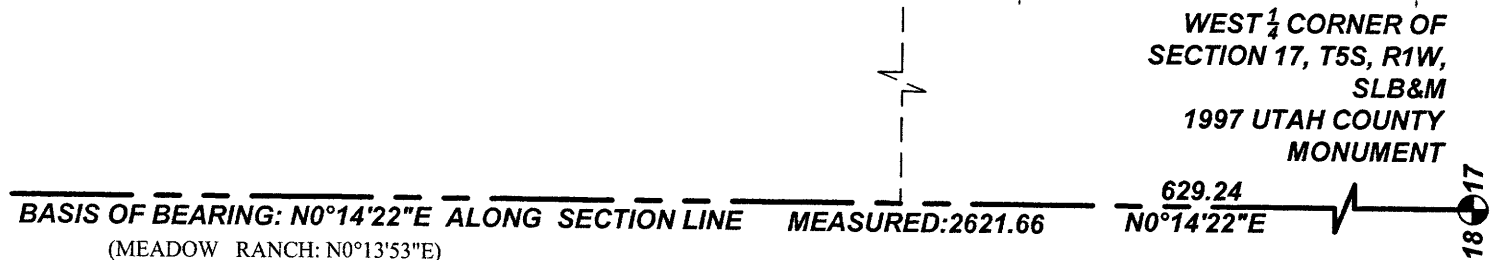
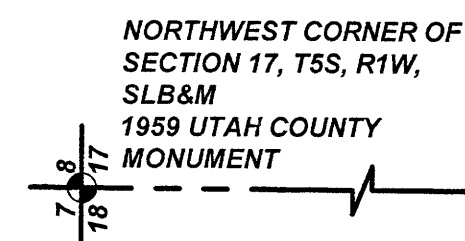
SITE TABULATIONS

TOTAL # OF LOTS:	20 LOTS
TOTAL ACREAGE:	5.53 ACRES
TOTAL ACREAGE IN LOTS:	4.25 ACRES
TOTAL OPEN SPACE:	0.00 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
AVERAGE LOT SIZE:	0.21 ACRES OR 9,260 SQFT.
LARGEST LOT SIZE:	0.32 ACRES
SMALLEST LOT SIZE:	0.17 ACRES
OVERALL DENSITY:	3.77 UNITS/ACRE



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	350.00	16°12'05"	98.97	S07°51'41"E	98.64
C2	375.50	17°25'40"	114.22	S08°28'28"E	113.78
C3	15.00	90°00'00"	23.56	N44°45'38"W	21.21
C4	25.00	36°13'31"	15.81	N72°07'37"E	15.54
C5	50.00	162°27'14"	141.77	N44°45'32"W	98.83
C6	25.00	36°13'43"	15.81	S18°21'13"W	15.55
C7	15.00	90°00'00"	23.56	S44°45'38"E	21.21
C8	15.00	89°44'43"	23.50	N45°22'00"E	21.17
C9	15.00	90°15'52"	23.63	N44°37'42"W	21.26
C10	15.00	90°00'00"	23.56	S45°14'22"W	21.21
C11	324.50	14°46'19"	83.66	S07°08'47"E	83.43
C12	375.50	13°20'15"	87.41	N10°31'10"W	87.21
C13	375.50	4°05'24"	26.81	N01°48'20"W	26.80
C14	25.00	2°31'17"	1.10	N88°58'44"E	1.10
C15	25.00	33°42'14"	14.71	N70°51'58"E	14.50
C16	50.00	74°26'26"	64.96	S88°45'55"E	60.49
C17	50.00	88°00'59"	76.81	S07°32'24"E	69.48
C18	25.00	9°16'40"	4.05	S31°49'45"W	4.04
C19	25.00	26°57'03"	11.76	S13°42'53"W	11.65
C20	438.50	9°10'28"	70.21	N04°05'27"W	70.14
C21	438.50	10°20'09"	79.10	N13°50'35"W	79.00

Line Table		
LINE	DIRECTION	LENGTH
L1	S35°59'09"E	50.00
L2	S53°31'55"E	50.00
L3	N45°15'13"E	14.14



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 § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under

- (1) A recorded easement or right-of-way
- (2) The law applicable to prescriptive rights
- (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
- (4) Any other provision of law

[Signature] 12/27/16
ROCKY MOUNTAIN POWER DATE

QUESTAR GAS COMPANY

Questar approves this plat solely for the purposes of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-way department at 1-800-366-8332.

Approved this 27 day of December, 2016, Questar Gas Company

By *[Signature]*
Title *Per-Construction*

DIRECT COMMUNICATIONS

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

[Signature] 12/27/16
DIRECT COMMUNICATIONS DATE

SURVEYOR'S CERTIFICATE

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND THE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

[Signature]
DENNIS P. CARLISLE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 172675

DATE
DECEMBER 22, 2016

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the northwest corner of Lot 104, Phase 1, SPRING RUN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder located N0°14'22"E along the Section line 629.24 feet and East 367.07 feet from the West 1/4 Corner of Section 17, TSS, RIW, S.L.B. & M.; thence N11°30'41"W 101.77 feet; thence N0°14'22"E 751.16 feet; thence N89°45'38"W 11.20 feet; thence N0°14'22"E 151.00 feet to the southerly line of Hillside Drive as described and dedicated as part of the HILLSIDE DRIVE, SPRING RUN PARKWAY, & SPRING MOUNTAIN DRIVE ROADWAY DEDICATION PLAT according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat the following (4) courses and distances: S89°45'38"E 268.72 feet; thence Southwesterly along the arc of a 438.50 foot radius non-tangent curve to the left (radius bears: S80°02'52"E) 72.35 feet through a central angle of 9°27'11" (chord: S5°13'32"W 72.26 feet); thence S0°29'57"W 678.35 feet; thence along the arc of a 438.50 foot radius curve to the left 149.30 feet through a central angle of 19°30'31" (chord: S9°15'19"E 148.58 feet) to the northeasterly corner of Lot 103 of said Phase 1, SPRING RUN Subdivision; thence along the northerly line of said Plat the following 3 (three) courses and distances: S70°59'25"W 117.53 feet; thence S56°29'02"W 53.50 feet; thence S69°33'25"W 103.16 feet to the point of beginning.

Contains: 5.53 +/- acres

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S): PRINTED NAME OF OWNER
Ralph B. Johnson
TWELE HORSE RANCH LLC BY JAMES F. ALRED
Two-A LLC BY JAMES F. ALRED
Manager

AUTHORIZED SIGNATURE(S)
Ralph B. Johnson
James F. Alred

ACKNOWLEDGMENT

ON THE 27th DAY OF December, 2016, PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES 06-05-2019

[Signature]
ANDREA NELSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 683134
COMMISSION EXPIRES 06-05-2019

COMMISSION NUMBER 683134
PRINTED FULL NAME OF NOTARY

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Salt Lake

ON THE 27th DAY OF December, 2016, I, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Salt Lake, IN SAID STATE OF UTAH, *James F. Alred*, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE *Manager* OF *Two-A LLC*, L.L.C., A UTAH L.L.C., AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 06-05-2019

[Signature]
ANDREA NELSON
NOTARY PUBLIC COMMISSIONED IN UTAH
RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 683134
PRINTED FULL NAME OF NOTARY

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 16 DAY OF February, 2017.

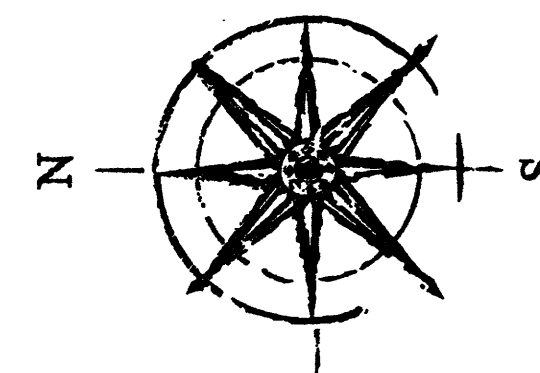
APPROVED BY MAYOR *[Signature]*
APPROVED BY CITY ATTORNEY *[Signature]*
APPROVED BY CITY ENGINEER *[Signature]*
(SEE SEAL BELOW)

ATTEST BY CITY RECORDER *[Signature]*
(SEE SEAL BELOW)

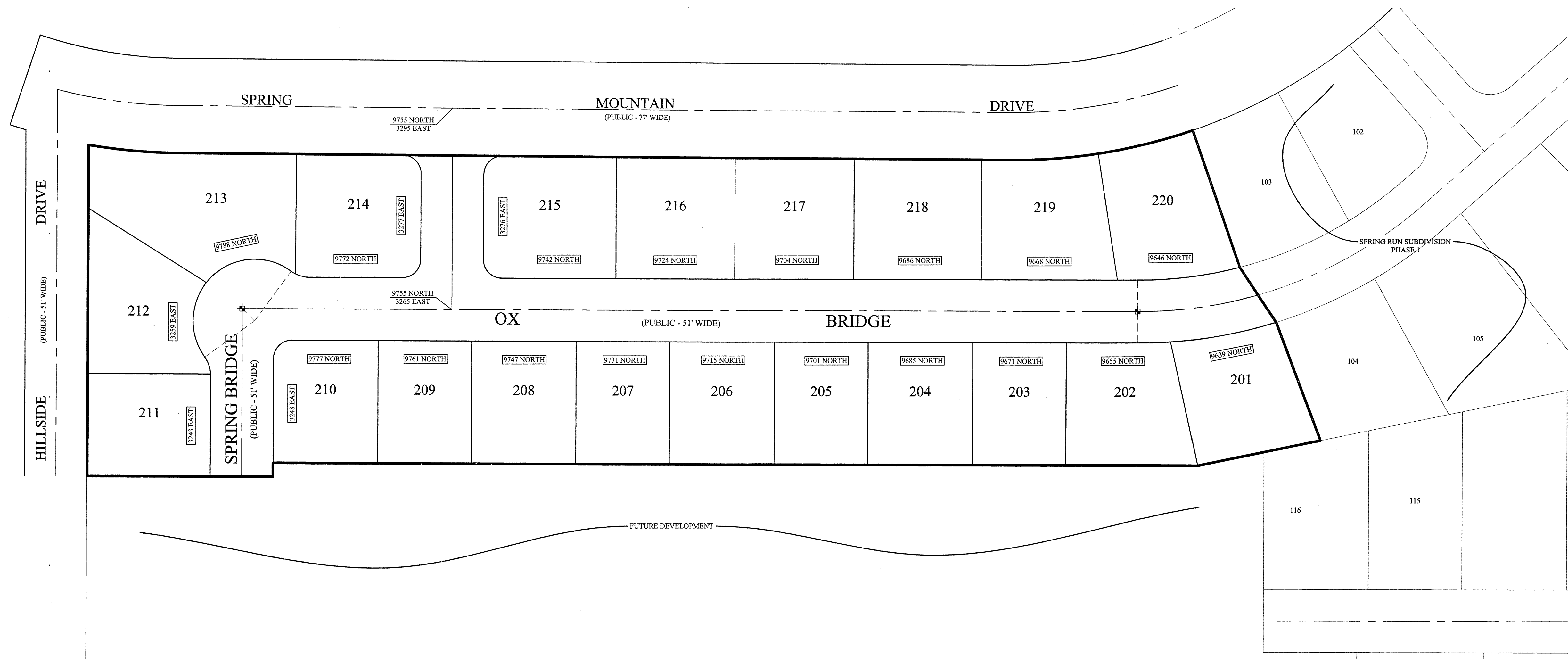
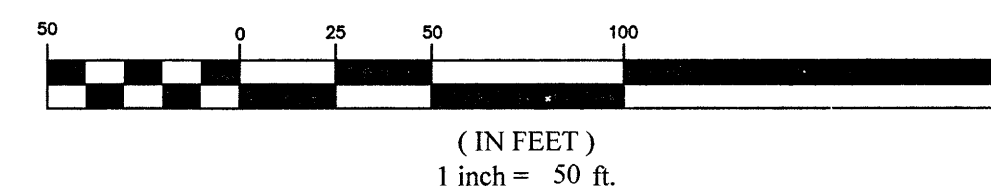
**PHASE A PLAT 2
SPRING RUN
SUBDIVISION**

EAGLE MOUNTAIN, UTAH COUNTY, UTAH
SCALE: 1"=50'

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



GRAPHIC SCALE



ENT 17371-2017 Map # 15420
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 FEB 21 11:05 AM TEE 20.00 BY HIG
RECORDED FOR EAGLE MOUNTAIN CITY

15420 SHEET 2 of 2

SHEET 2 OF 2

PHASE A PLAT 2
SPRING RUN
SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SCALE: 1"=50'

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



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

Monday, September 09, 2019

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

SUBJECT: Spring Run phase "B" plat 2 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

28



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

Tuesday, September 17, 2019

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

SUBJECT: Colonial Park phase 3 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

COLONIAL PARK PHASE III

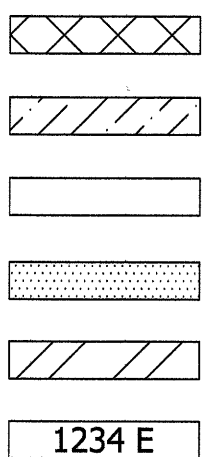
EAGLE MOUNTAIN, UT

SOUTHEAST QUARTER OF S12, T6S, R2W, SLB&M

Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	58.75 FT	3035.02 FT	1° 06' 33"	58.75 FT
C2	58.75 FT	3035.02 FT	1° 06' 33"	58.75 FT
C3	58.75 FT	3035.02 FT	1° 06' 33"	58.75 FT
C4	63.79 FT	3035.02 FT	1° 12' 15"	63.78 FT
C5	41.98 FT	489.00 FT	4° 55' 07"	41.96 FT
C6	39.14 FT	511.00 FT	4° 23' 20"	39.13 FT
C7	15.49 FT	10.00 FT	88° 45' 46"	13.99 FT
C8	47.19 FT	3165.02 FT	0° 51' 16"	47.19 FT
C9	61.27 FT	3165.02 FT	1° 06' 33"	61.27 FT
C10	61.27 FT	3165.02 FT	1° 06' 33"	61.27 FT
C11	61.27 FT	3165.02 FT	1° 06' 33"	61.27 FT
C12	16.64 FT	10.00 FT	95° 20' 27"	14.79 FT
C13	12.46 FT	3187.00 FT	0° 13' 26"	12.46 FT
C14	20.96 FT	3187.02 FT	0° 22' 36"	20.96 FT
C15	37.22 FT	3187.02 FT	0° 40' 09"	37.22 FT
C16	37.22 FT	3187.02 FT	0° 40' 09"	37.22 FT
C17	37.22 FT	3187.02 FT	0° 40' 09"	37.22 FT
C18	37.22 FT	3187.02 FT	0° 40' 09"	37.22 FT
C19	37.22 FT	3187.02 FT	0° 40' 09"	37.22 FT
C20	25.78 FT	3187.02 FT	0° 27' 49"	25.78 FT
C21	15.93 FT	10.01 FT	91° 12' 31"	14.30 FT
C22	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C23	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C24	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C25	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C26	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C27	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C28	38.04 FT	3257.02 FT	0° 40' 09"	38.04 FT
C29	16.37 FT	10.00 FT	93° 46' 22"	14.60 FT
C30	39.32 FT	1975.00 FT	1° 08' 26"	39.32 FT
C31	14.69 FT	10.00 FT	84° 10' 31"	13.41 FT
C32	16.72 FT	10.00 FT	95° 49' 29"	14.84 FT
C33	35.73 FT	2025.00 FT	1° 00' 40"	35.73 FT
C34	14.96 FT	10.00 FT	85° 43' 04"	13.60 FT
C35	15.02 FT	10.00 FT	86° 03' 54"	13.65 FT
C36	16.39 FT	10.00 FT	93° 55' 51"	14.62 FT
C37	14.66 FT	10.00 FT	84° 00' 38"	13.38 FT
C38	61.22 FT	975.00 FT	3° 35' 51"	61.21 FT
C39	59.17 FT	1025.00 FT	3° 18' 28"	59.17 FT
C40	16.68 FT	10.00 FT	95° 34' 59"	14.81 FT
C41	26.93 FT	489.00 FT	3° 09' 18"	26.92 FT
C42	32.91 FT	489.00 FT	3° 51' 20"	32.90 FT
C43	33.17 FT	511.00 FT	3° 43' 08"	33.16 FT
C44	35.12 FT	581.00 FT	3° 27' 48"	35.11 FT
C45	6.62 FT	581.00 FT	0° 39' 09"	6.62 FT
C46	24.34 FT	419.00 FT	3° 19' 40"	24.33 FT
C47	26.93 FT	419.00 FT	3° 40' 58"	26.93 FT

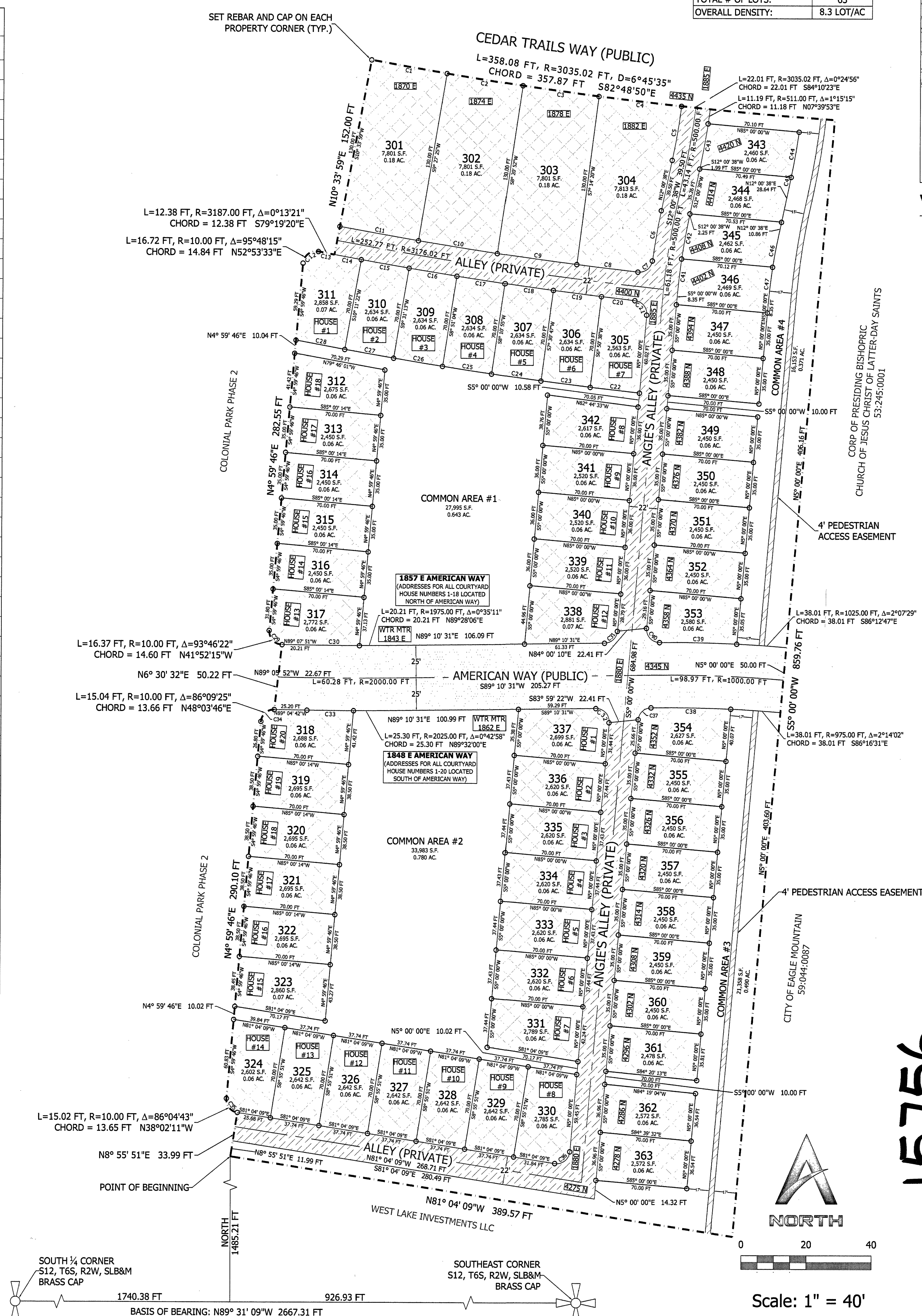
LEGEND

- PRIVATE AREA
- PRIVATE STREET / P.U.E. & EAGLE MOUNTAIN EASEMENT
- COMMON AREA
- ROADWAY DEDICATION TO EAGLE MOUNTAIN CITY (PUBLIC R.O.W.)
- PUBLIC / PEDESTRIAN ACCESS
- ADDRESSES

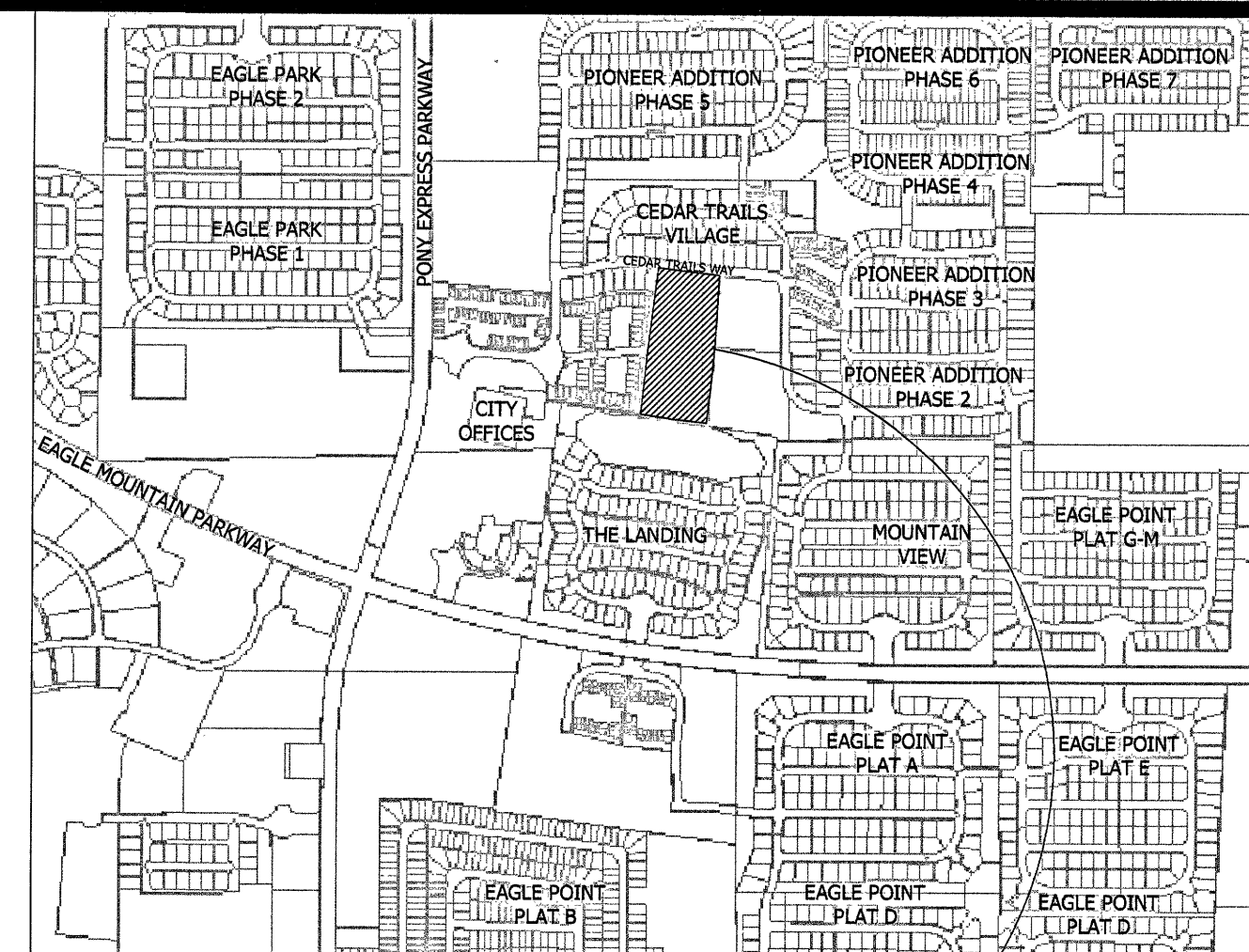


NOTES:

- ALLEYS AND COMMON AREAS ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- LOTS 301-304 WILL NOT BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



TABULATIONS	
TOTAL ACREAGE:	7.60 AC
TOTAL ACREAGE IN LOTS:	4.22 AC
TOTAL ROADWAYS:	1.10 AC
TOTAL OPEN SPACE:	2.28 AC
AVERAGE LOT SIZE:	0.067 AC
LARGEST LOT SIZE:	0.18 AC
SMALLEST LOT SIZE:	0.055 AC
TOTAL # OF LOTS:	63
OVERALL DENSITY:	8.3 LOT/AC

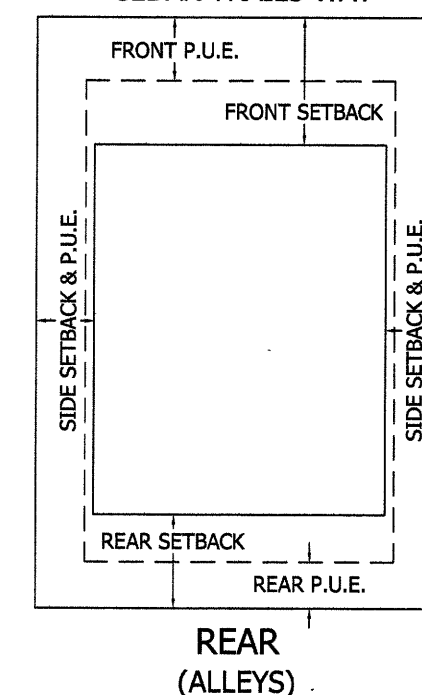


VICINITY MAP

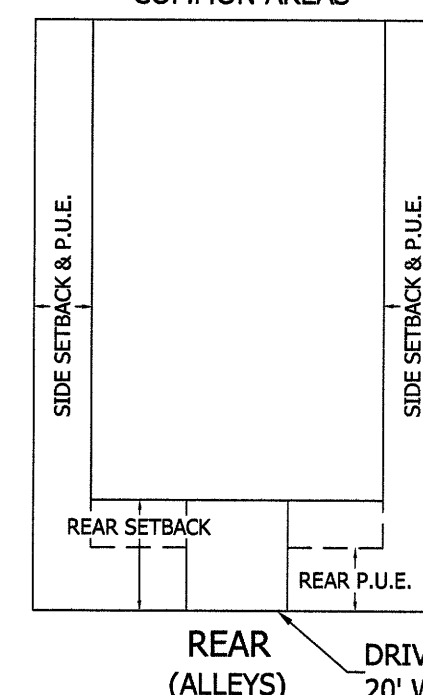
PROJECT LOCATION

	LOTS 301-304	LOTS 305-363
FRONT SETBACK	20'	0'
REAR SETBACK	15'	20'
SIDE SETBACK	6'	5'
FRONT P.U.E.	10'	0'
REAR P.U.E.	10'	10'
SIDE P.U.E.	5'	5'

LOTS 301-304 FRONT CEDAR TRAILS WAY



LOTS 305-363 FRONT COMMON AREAS



TYPICAL LOT SETBACKS

DIRECT COMMUNICATIONS COMPANY APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

ROCKY MOUNTAIN POWER COMPANY APPROVAL

- 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.
- PURSUANT TO UTAH CODE ANN § 17-27A-603(4)(C)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PLAT CONTAIN PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
 - (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - (3) TITLE 54, CHAPTER 6A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
 - (4) ANY OTHER PROVISION OF LAW

QUESTAR GAS COMPANY APPROVAL

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS 6 DAY OF October 2017. QUESTAR GAS COMPANY

BY: *[Signature]*
TITLE: *Pic-Const*



SURVEYOR'S CERTIFICATE

I, DAN E. KNOWLEDEN, JR., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 7173588. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS AS REPRESENTED ON THE PLAT, AND FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8A-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

[Signature]
SURVEYOR'S SIGNATURE

10-4-17
DATE

BOUNDARY DESCRIPTION

BEGINNING 926.93 FEET NORTH 89°31'09" WEST (ALONG THE SECTION LINE) AND 1485.21 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 08° 55' 51" EAST 33.89 FEET; THENCE ALONG A CURVE TO THE RIGHT 16.02 FEET HAVING A RADIUS OF 10.00 FEET (CHORD BEARING AND DISTANCE BEING NORTH 38° 02' 11" WEST 13.65 FEET); THENCE NORTH 04° 59' 46" EAST 290.10 FEET; THENCE ALONG A CURVE TO THE RIGHT 15.04 FEET HAVING A RADIUS OF 10.00 FEET (CHORD BEARING AND DISTANCE BEING NORTH 48° 03' 46" EAST 13.66 FEET); THENCE NORTH 06° 30' 32" EAST 50.22 FEET; THENCE ALONG A CURVE TO THE RIGHT 16.37 FEET HAVING A RADIUS OF 10.00 FEET (CHORD BEARING AND DISTANCE BEING NORTH 41° 52' 15" WEST 14.60 FEET); THENCE NORTH 41° 59' 46" EAST 882.55 FEET; THENCE ALONG A CURVE TO THE RIGHT 16.72 FEET HAVING A RADIUS OF 10.00 FEET (CHORD BEARING AND DISTANCE BEING NORTH 52° 53' 33" EAST 14.84 FEET); THENCE ALONG A CURVE TO THE RIGHT 12.38 FEET HAVING A RADIUS OF 3187.00 FEET (CHORD BEARING AND DISTANCE BEING SOUTH 79° 19' 20" EAST 12.38 FEET); THENCE NORTH 10° 33' 59" EAST 152.00 FEET; THENCE ALONG A CURVE TO THE LEFT 358.08 FEET HAVING A RADIUS OF 3035.02 FEET (CHORD BEARING AND DISTANCE BEING SOUTH 82° 48' 50" EAST 357.87 FEET); THENCE SOUTH 05° 00' 00" WEST 859.76 FEET; THENCE NORTH 81° 04' 09" WEST 389.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 331.013 SQUARE FEET OR 7.599 ACRES, MORE OR LESS.

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARK, OPEN SPACES, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

SIGN: *[Signature]* PRINT: *Tiffany Walden/Tiffany Tompkins, LLC*
SIGN: _____ PRINT: _____
SIGN: _____ PRINT: _____
SIGN: _____ PRINT: _____

ACKNOWLEDGMENT

STATE OF UTAH § S.S.
COUNTY OF UTAH § S.S.

ON THE 10 DAY OF October 2017, PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES: 9-24-2021
COMMISSION NUMBER: 697043
NOTARY PUBLIC SIGNATURE: *[Signature]*
PRINTED FULL NAME OF NOTARY: John R. Rose

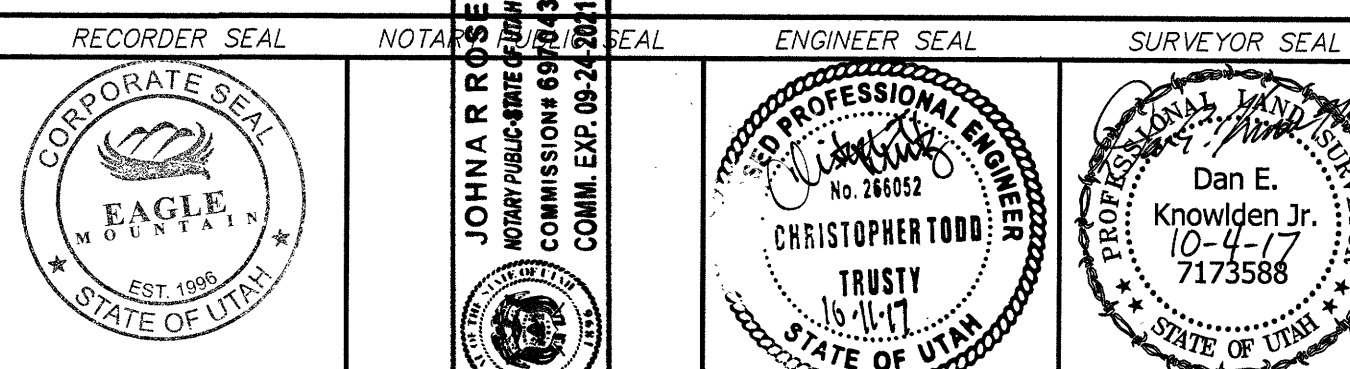
ACCEPTANCE BY LEGISLATIVE BODY

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 23 DAY OF October, A.D. 2017.

APPROVED: *[Signature]* DATE: 10/13/17
MAYOR'S SIGNATURE
[Signature] DATE: 10/11/17
CITY ATTORNEY'S SIGNATURE
[Signature] DATE: 10/11/17
CITY ENGINEER'S SIGNATURE (SEE SEAL BELOW)
ATTEST: *[Signature]* DATE: 10/13/17
CITY RECORDER'S SIGNATURE (SEE SEAL BELOW)

COLONIAL PARK PHASE III

(SE ¼ S12 T6S R2W SLB&M)





EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

September 3, 2019, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, and Melissa Clark. Councilmember Stephanie Gricius arrived at 4:30 p.m.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager; Brad Hickman, Parks and Recreation Director; Linda Peterson, Communications Director; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

Mayor Westmoreland called the meeting to order at 4:12 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

None.

2. AGENDA REVIEW

10. APPOINTMENTS

10.A. Military and Veterans Board

City Recorder Fionnuala Kofoed explained that Barry McLerran will not be able to serve on the board due to other obligations.

11. CHANGE ORDERS

11.A. 2018 Traffic Signal Project Change Order #2 – Hunt Electric

City Engineer Chris Trusty explained that while the contractor is working on the traffic signal at Pony Express Parkway and Red Hawk Ranch Road, they will also repair a damaged section of sidewalk and a cracked storm drain inlet.

12. PRELIMINARY PLAT & SITE PLAN

12.A. SilverLake Elementary School Site Plan

Councilmember Clark asked if staff has concerns regarding traffic and parking due to the school's layout. Mr. Trusty said staff recommended widening the road in front of the school, which the developer has committed to do. Staff would like to have additional parking, but this site plan is a better situation than is present at most other elementary schools in the City.

Councilmember Curtis asked if the developer is planning to building houses along Golden Eagle Road. Mr. Trusty said the homes will be south of Golden Eagle Road and will not have driveway access onto Golden Eagle Road.

Community Development Director Steve Mumford explained the developer is amending the SilverLake South preliminary plat to ensure the addition of an elementary school is accounted for. The updated plan is not complete, but the item will be on the next Planning Commission meeting agenda. This school has six access points, which are all one-way roads. Alpine School District has not designed the access points to align with the originally planned roads in SilverLake. Flagship Homes, the developer of SilverLake, is reacting to the school's plan, rather than the school district coordinating with Flagship Homes.

Councilmember Curtis expressed concerns regarding the roads in SilverLake that directly connect to this site plan. He stated the site plan should contain Golden Eagle Road and its final design. City Attorney Jeremy Cook said if the City believes the road design is causing safety issues, the Council can postpone approving the application.

Councilmember Clark said she would approve the item with the condition that Golden Eagle Road is widened. Mr. Mumford said Golden Eagle Road is not designated as a collector or arterial road, and nothing in the City's ordinances requires wider roads in front of schools; however, the developer has committed to widening the road to allow for a center turn lane.

Mr. Cook explained the Council may approve the item with a condition of approval that the developer signs an agreement to widen Golden Eagle Road.

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone.

Councilmember Burnham asked if the amendment can include a prohibition on malodorous operations. Mr. Cook said he agrees with Councilmember Burnham's request, but expressed concern regarding how malodorous operations can be determined before operations commence. He said the ordinance currently prohibits operations that cause any odor, which may be too restrictive, and it may be better to amend that section of the ordinance to better address the Council's concerns. He stated he will draft language and present the updated wording during the policy session.

14.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City General Plan Master Transportation Plan.

Mr. Mumford explained the proposed changes are mainly in the west and southwest portions of the City. In the west side of the City, near the Tyson Foods plant, the first change is to designate the east-west road as a major arterial to the highway, as it currently goes from a major arterial to a collector road. Another change is to realign the north-south collector road from 4000 North to Pole Canyon Boulevard; instead of curving to the west, the proposed design is to continue directly north-south. A collector road between the West End and South Town sections of the General Plan has been adjusted to the west to better align with approved roads in the Harmony and Brandon Park subdivisions.

The freeway location has been shifted to the west in the Tech Campus. Originally, this was placed to the east to accommodate future data center users. Staff has learned that data center users will not need freeway access that close. The change also allows for more usable land in the Tech Campus.

In the south end of the City, a minor arterial road has been changed to a collector road, and has been extended south to the City's border. This better aligns with the road that has been deeded to the City by Facebook. An east-west collector on the south side of the Facebook property runs through an existing Rocky Mountain Power substation, so it has been moved to the southern border of the City and has been changed to a major arterial. Another consideration for this adjustment is that Facebook has an option to purchase an additional 600 acres to the south of their current site. If Facebook exercises this option, the entire parcel will be developed and an east-west road would not be appropriate through the center of the development. The Fire Marshal has been working with Mortensen Construction and Facebook; Unified Fire Authority has not had concerns regarding connectivity.

Fire Chief Ross Fowlks explained they are working with Facebook and Mortensen Construction. All access points have been marked, and Unified Fire Authority has maps of the facility; they also work with the on-site security contractor to ensure emergency personnel are directed to the correct location, when needed.

The final change is on the east side of the City at Bobby Wren Boulevard and the future arterial road that has been called Airport Road. The road has been adjusted to the west of the lots in Sunset Flats to align with the approved plans in that subdivision.

15. CEDAR FARMS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah Rezoning Cedar Farms from Agriculture to the RA2 Residential Zone.

This item was discussed after item 16.A. during the agenda review.

Planning Manager Michael Hadley said the project is on 5.47 acres along Lake Mountain Road, and the request is to rezone from Agriculture to RA2 Residential and split the parcel into two lots. The proposed plan complies with the General Plan and is compatible with all surrounding land uses. It is not anticipated to burden City services or have a negative impact on property values. The Planning Commission requested the applicant provide an escrow for a future trail and development of Lake Mountain Road.

Councilmember Clark asked if this proposal would open the door for Sunset Flats to request more density, if this property could be rezoned into smaller lots, and asked if a trail will still exist in the power corridor.

Regarding the Planning Commission's concerns about Lake Mountain Road, Councilmember Curtis stated he would not designate Lake Mountain Road as a collector road. He also expressed concern that the City is not protecting a trail through the power corridor.

Mr. Hadley said the trail will follow along on the west side of the power corridor. Mr. Mumford explained the property's General Plan designation and said there is a major road planned for that area; a trail system will exist along that road, instead of the City purchasing land in the power corridor.

Mr. Hadley said the applicant is aware of the new zoning regulations and of the required building envelope. Mr. Mumford explained the applicant has not received an updated plan from the engineer to include the building envelope. A rough estimate found the buildable area to be 23,000 to 24,000 square feet; this buildable area is with setbacks that are larger than the City requires.

Councilmember Burnham said a trail does not currently exist on Lake Mountain Road and asked if it would make sense to require a trail only along these two lots.

Mr. Cook explained trails are for safety to avoid walking on the street, and the power corridor exists with potential safe access. A paved trail only along two lots would not make sense.

Discussion ensued regarding trails in rural areas of the City. The Council agreed that requiring a trail along the two lots would not be a logical decision.

16. MOTION

16.A. Gateway Phase 3 Blasting Permit

This item was discussed after item 14.B. during the agenda review.

Mr. Trusty explained the application is for blasting for a utility line in Gateway Park, Phase 3 on the north side of Wride Memorial Highway. The line will connect to an existing sewer line. The applicant, Rocking P Blasting, expects to have five blasts up to twenty-five to thirty feet deep. The nearest residences are south of Wride Memorial Highway. Staff's main concern is the impact blasting will have on the highway. The applicant does not believe the blasts will produce significant fly rock, but they would close Wride Memorial Highway for approximately five minutes for each blast. Any rock that did fall on the highway would be removed before the road is reopened. The City's Compliance Officer, Dwight Payne, will be on site during any blasting. The applicant would be responsible for any repairs needed if blasting causes damage to the City's sewer lines.

Councilmember Clark asked about blast timing. Mr. Trusty explained the applicant does not want to impact traffic, so all blasting would be timed in such a way to cause minimal impact.

Applicant Ben McGinnus with Rocking P Blasting explained they currently perform the blasting at the Hadco quarry. He stated they will mitigate traffic impact by working with the City and the Utah Department of Transportation (UDOT) to determine the best timing of the blasts. They currently perform blasting on I-80 and work with UDOT to close the road on Saturday mornings at 7:00 a.m. The proposed blasting complies with the City's blasting ordinance and the blasts are on a much smaller scale than those at the quarry. They will not use blast blankets as the specifications in place that protect existing utility lines also keep rock from flying.

17. AGREEMENTS

17.A. AGREEMENT – A CRA Participation Agreement between The Redevelopment Agency of Eagle Mountain City, Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County and Tyson Fresh Meats, Inc.

This item was discussed after item 15.A. during the agenda review.

Mr. Cook explained the participation agreement dictates how the tax increment is divided between participating entities. Different parties are entitled to portions of the increment, so it is slightly more complicated than previously approved agreements. The agreement states Utah County, the developer, and the City will equally share in the increment, but the agreement has not yet been approved by Utah County. The County Attorney has expressed that the County may want to be reimbursed first, so Mr. Cook requested the Council authorize staff to make minor adjustments to the agreement.

Utah County is providing \$1.3 million to develop 4000 North, and the City is providing up to 500 acre feet of water and is deferring the impact fees; these will be reimbursed through the tax increment. The developer is installing a significant amount of infrastructure, but is not being reimbursed for all of the improvements. After \$12.9

million has been reimbursed to those three entities, the remaining tax increment will go to Tyson Foods.

Councilmember Curtis asked why the City is paying the developer. City Administrator Ifo Pili said this agreement is to reimburse the developer for things that would normally be reimbursed with impact fees; this simply uses the tax increment instead. The improvements are not included in what they are currently obligated to provide, nor are they improvements that the developer has committed to provide to Tyson Foods. They will not be able to request impact fee reimbursement for these improvements. The alternative to this agreement would be that the City increases the capital facilities plan by \$4 million, and then reimburse the developer that \$4 million through collected impact fees.

Councilmember Clark asked Mr. Pili to explain impact fee reimbursements and tax increment financing during the policy session.

Councilmember Curtis expressed concern that the developer will receive funds from the tax increment, and then request impact fee reimbursements in Pole Canyon in the future. Mr. Cook said the agreement only applies to the 80 acres Tyson Foods is developing, not the whole Pole Canyon Master Development Plan area.

Mr. Pili said this agreement is beneficial to the City because the tax increment is being used to pay the impact fees; the impact fees are not being waived. If Tyson Foods and the developer do not build what has been committed to, there will be no impact to the City's systems; the agreement is performance-based.

Mayor Westmoreland explained the benefit to the City is that the infrastructure is being built and paid for with the tax incentive. Assistant City Administrator/Finance Director Paul Jerome explained that the property currently does not have value; once the development is complete, taxes will begin to flow to the City. A portion of those taxes will be used to reimburse the entities participating in the community redevelopment area agreement. Additionally, the total reimbursement has a cap on the amount, and reimbursements can only be given for twenty years. Mr. Pili stated that since Tyson Foods is the last to be reimbursed, the risk is largest for them.

Mr. Cook stated the developer has discussed amending the existing master development agreement, but staff informed the developer that the requests discussed would likely not be approved, and the timing of an amended master development agreement would not align with Tyson Foods' construction timing. The current item under discussion is not related to the developer's master development agreement. They plan to have a bond waiver agreement with the developer to define what is required for this project; this agreement will be circulated to the Council. Tyson Foods is withholding a portion of the land purchase until the required infrastructure is installed.

17.B. AGREEMENT – A Public Water Supply Agreement Between Eagle Mountain City, Utah and Tyson Fresh Meats, Inc.

Mr. Cook explained this agreement corresponds with the previous agreement. It includes the option for Tyson Foods to use the water on an adjacent 40-acre property, if the facility is expanded or another facility is constructed. Tyson Foods has to inform the City within seven years of the facility's final water use. If not all of the water is used, the water can be sold at the then-current price per acre feet.

4. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 5:53 p.m.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Donna Burnham, Benjamin Reaves, Melissa Clark, and Stephanie Gricius.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

5. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:06 p.m.

6. PLEDGE OF ALLEGIANCE

Councilmember Gricius led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

- Farmer's Market – The Eagle Mountain Farmers Market is held each Saturday from 9:00 a.m. to 1:00 p.m. at Wride Memorial Park through October. Information and vendor or entertainer applications are available at eaglemountainfarmersmarket.org.
- Broadway Meets Hollywood – Eagle Mountain Community Theater presents a musical revue – Broadway Meets Hollywood, September 12, 13, 14, and 16 at 7:00 p.m. at SilverLake Amphitheater, featuring favorite songs from the theater and movies. Admission is free.
- ShopFest Utah – The Eagle Mountain Street Fair has expanded and is now called ShopFest Utah. It will be held Saturday, September 21 at Wride Memorial Park from 7:00 a.m. to 10:00 p.m. featuring over 200 vendors, hot air balloons, food trucks, and live entertainment. It will be a fun-filled day in support of local businesses. Visit emcity.org/shopfest for schedule and details.

- Fall Cleanup Dumpsters – Eagle Mountain City will offer free dumpsters for residents' use for yard and general household waste from September 26-30. Dumpsters will be located west of Wride Memorial Park south of Mid Valley Road. Hours and details regarding what types of waste will be accepted will be available soon and will be distributed via City communication channels.
- City Notifications – We encourage residents to sign up for City notifications to be aware of public safety emergencies and stay informed about road construction projects, City news and events. Register at www.emcity.org/notifyme. Notifications can be received by email and/or text.

3. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:13 p.m. As there were no comments, he closed public comment.

8. CITY COUNCIL/MAYOR'S ITEMS

Mayor Westmoreland and the City Councilmembers welcomed those in attendance and thanked the residents for their participation in the public meeting.

9. PROCLAMATION

9.A. MOTION – A Proclamation Declaring September 2019 to be Family Meals Month.

Caryn Nielson of Communities that Care read the following proclamation:

Whereas, Family Meals Month is a national effort to encourage families to share more meals at home per week; and whereas, family meals are fun, affordable and healthier than other dining options; and whereas, conversations around dinner tables establish closer relationships and increase parental involvement; and whereas, regular family meals are linked to children earning higher grades in school, improving self-esteem and resisting negative peer pressure; and whereas, children who share meals with their family three or more times per week are significantly less likely to be overweight or have eating disorders, and more likely to eat healthy foods; and whereas, sharing family meals makes children less likely to suffer violence, depression and suicide, less likely to abuse drugs or alcohol or run away, and less likely to engage in other risky behaviors; and whereas, a majority of families in the United States want to have regular family meals, but only a small percentage do;

Now, therefore, Mayor Tom Westmoreland and the Eagle Mountain City Council proclaim the month of September, 2019 as Family Meals Month

in Eagle Mountain City and encourage residents to add at least one more family meal per week during this month and throughout the year.

Ms. Nielson explained Communities the Care is sponsoring a contest for a free family meal at Six Sisters Deli. To enter, residents can submit photographs of their family meal on Facebook and Instagram with the hashtags #EagleMountainFamilyMeals and #EagleMountainCity.

MOTION: *Councilmember Gricius moved to approve a proclamation declaring September 2019 to be Family Meals Month. Councilmember Clark seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

10. APPOINTMENTS

10.A. Military and Veterans Advisory Board

Ms. Kofoed explained that two board member appointments will expire at the end of 2020, and three board member appointments will expire at the end of 2022. The Council will determine which board member fills each appointment.

MOTION: *Councilmember Clark moved to appoint Dan Heuser to the Military and Veterans Advisory Board for a term expiring at the end of December 2020. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

MOTION: *Councilmember Clark moved to appoint John Love to the Military and Veterans Advisory Board for a term expiring at the end of December 2020. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

MOTION: *Councilmember Clark moved to appoint Corbett Douglas to the Military and Veterans Advisory Board for a term expiring at the end of December 2022. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

MOTION: *Councilmember Clark moved to appoint Jeff Ruth to the Military and Veterans Advisory Board for a term expiring at the end of December 2022. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

Ms. Kofoed administered the oath of office to the newly appointed board members present at the meeting.

CONSENT AGENDA

11. CHANGE ORDERS

11.A. 2018 Traffic Signal Project Change Order #2 – Hunt Electric

12. PRELIMINARY PLAT & SITE PLAN

12.A. SilverLake Elementary School Site Plan

13. MINUTES

13.A. August 20, 2019 Minutes – Regular Meeting

13.B. August 27, 2019 Minutes – Joint City Council Work Session

13.C. August 27, 2019 Minutes – Board of Canvassers

MOTION: *Councilmember Burnham moved to approve the consent agenda. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

During the motion, a brief discussion ensued. The Council's desire is that Alpine School District pay impact fees; Alpine School District will pay transportation impact fees, but not future facility impact fees. As the expansion of Golden Eagle Road is a system improvement, the cost of the upsize in width of the road is eligible for impact fee reimbursement.

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone.

Mr. Mumford said the proposed change adds an allowed use to clarify that food processing, packaging, and manufacturing is allowed; on-site killing, slaughtering, or harvesting of live animals is prohibited. He stated there was discussion during the work session regarding adding additional language to prohibit uses related to odor.

Mayor Westmoreland opened the public hearing at 7:47 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone with the following change:*

- 1. Chapter 17.48.050 will be changed to read: Any use that produces gas, smoke, odor, dust, vibration of earth, or soot that in the opinion of the City Council will negatively impact commercial or residential areas that are currently existing or that are proposed in the City's General Plan.*

Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.

14.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City General Plan Master Transportation Plan.

Mr. Mumford explained the proposed changes to the Transportation Master Development Plan mainly impact the west and southwest portions of the City. Some changes correct errors made during the development of the Transportation Master Development Plan last year; others are to improve economic development opportunities in the City.

One change improves north-south traffic in the Pole Canyon area. Another change shifts a collector road to the west to match up with approved plans in the Harmony and Brandon Park subdivisions. The freeway has been shifted to the southwest to open up larger parcels for data center development. A minor arterial road has been changed to a collector road in the southwestern area of the City to align with approved plans, and a collector road that can no longer be in its planned location due to an existing Rocky Mountain Power substation has been moved to the south and changed to a major arterial. A change in the southern area of the City is to move Pony Express Parkway to the east to better align with parcel lines. The final change is to move Lake Mountain Road to the west to align with existing approved plans.

Mayor Westmoreland opened the public hearing at 7:53 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain City General Plan Master Transportation Plan. Councilmember Reaves seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

15. CEDAR FARMS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah Rezoning Cedar Farms from Agriculture to the RA2 Residential Zone.

Mr. Hadley explained the proposed application rezones a 5.47-acre parcel along Lake Mountain Road from Agriculture to the RA2 Residential Zone. The proposed 2-lot subdivision complies with the General Plan and the requirements of the RA2 zone. The Planning Commission requested the applicant provide an escrow for future improvements to Lake Mountain Road and a future trail.

Councilmember Clark said the Council has discussed locating a trail along the power corridor. There are approximately twenty homes along this road, and there are no existing trails. She explained the Council discussed locating a trail along the west side of the property where pedestrian traffic currently exists.

Councilmember Clark stated it was important to clarify that the zoning ordinance requires a minimum building envelope and that this application will not affect the Sunset Flats subdivision.

Councilmember Curtis asked if the animal rights for this property will affect adjacent property owners. Mr. Hadley said there will be no effects, as animal rights are based on lot size.

Mayor Westmoreland opened the public hearing at 8:02 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Reaves moved to approve an ordinance of Eagle Mountain City, Utah, rezoning Cedar Farms from Agriculture to the RA2 Residential Zone. Councilmember Gricius seconded the motion.*

Councilmember Clark confirmed that the property will not be permitted to be rezoned to smaller lots in the future.

AMENDED MOTION: *Councilmember Reaves moved to approve an ordinance of Eagle Mountain City, Utah, rezoning Cedar Farms from Agriculture to the RA2 Residential Zone with the following conditions:*

- 1. Applicant shall provide a utility plan for review by the City Engineer; and*
- 2. The applicant shall update the plat to show the minimum requirement of 20,000 square feet of buildable area and RA2 setbacks.*

Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.

15.B. Cedar Farms Preliminary Plat

MOTION: *Councilmember Burnham moved to approve Cedar Farms preliminary plat. Councilmember Gricius seconded the motion.*

Councilmember Curtis asked if power corridors are considered unbuildable. Mr. Mumford said power corridors are designated unbuildable land. In The Ranches, developers have deeded land in power corridors to the City as open space. Councilmember Curtis stated this approval will not preserve the power corridor as public open space.

Mr. Cook explained the City would need to obtain voluntary participation for all of the property owners along the power corridor to preserve the corridor for future trail expansion. He said it would be best to include the trail along the future Airport Road.

Mr. Mumford explained the property is an existing 5-acre lot. The City cannot require the property owner to dedicate a trail or open space on their property; the City would need to purchase the land or offer something in exchange for preserving the open space.

Discussion ensued regarding open space in early subdivisions in City Center.

Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.

Councilmember Curtis was excused at 8:26 p.m.

16. MOTION

16.A. Gateway Phase 3 Blasting Permit

Councilmember Burnham explained the applicant is requesting to conduct blasting for utility lines at the Gateway Park project. They are requesting five blasts and will need to close Wride Memorial Highway for approximately five minutes for each blast. They will work with the City and the Utah Department of Transportation to coordinate the road closure.

MOTION: ***Councilmember Burnham moved to approve the Gateway Phase 3 blasting permit. Councilmember Reaves seconded the motion. Those voting aye: Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. Councilmember Colby Curtis was excused at this time. The motion passed with a unanimous vote.***

Councilmember Curtis was not present to vote on the blasting permit.

17. AGREEMENTS

17.A. AGREEMENT – A CRA Participation Agreement between the Eagle Mountain Redevelopment Agency, Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County and Tyson Fresh Meats, Inc.

Mr. Cook explained the City's Redevelopment Agency approved interlocal agreements with the City's CRA to provide tax increment for a new facility being constructed by Tyson Foods. This participation agreement details how the Redevelopment Agency will distribute the tax increment.

Councilmember Curtis returned at 8:33 p.m.

Mr. Pili said the participation agreement contains a cap up to a certain amount of distributed funds. All of the participating entities, such as Unified Fire Authority, Alpine School District, and Utah County, agreed to the tax increment. There was discussion during the work session regarding the funds used to pay the developer. The developer is not being incentivized with this agreement, and is required to install infrastructure for Tyson Foods. Any excess infrastructure installed is eligible for impact fee reimbursement. If Tyson Foods does not construct the facility, there is no impact to the City, so no impact fees are collected or reimbursed. Funds are only paid out when Tyson Foods meets performance benchmarks.

Mr. Cook explained that there may be future changes to the Utah County repayment structure timing, as the County has not approved the agreement yet. The County is incurring hard expenses to build the road, so they may request repayment earlier than currently identified in the agreement. He said the increment is 60% of the additional taxes received, and impact fees will be paid by the increment.

MOTION: *Councilmember Burnham moved to approve a CRA participation agreement between the Eagle Mountain Redevelopment Agency, Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County, and Tyson Fresh Meats, Inc., and allow City staff and the City Attorney to make small changes to the agreement that maintain the integrity of the document. Councilmember Clark seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

17.B. AGREEMENT – A Public Water Supply Agreement Between Eagle Mountain City, Utah and Tyson Fresh Meats, Inc.

Mr. Cook said this agreement corresponds with the CRA participation agreement. Tyson Foods is required to provide water for their project, and they have chosen to purchase Central Water Project (CWP) water. The agreement allows the City to provide up to 500 acre feet of CWP water at \$10,090 per acre foot. If Tyson Foods does not use the full 500 acre feet within seven years, the water reverts back to the City.

MOTION: *Councilmember Clark moved to approve a public water supply agreement between Eagle Mountain City, Utah, and Tyson Fresh Meats, Inc., and allow City staff and the City Attorney to make small changes to the agreement that maintain the integrity of the document. Councilmember Reaves seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

18. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Burnham

See Board Liaison Report.

Councilmember Reaves

None.

Councilmember Clark

See Board Liaison Report.

Councilmember Gricius

None.

Councilmember Curtis

None.

Mayor Westmoreland

Mayor Westmoreland said the City wants to make the volunteer boards task-oriented with set goals. For example, the Parks and Recreation Board can focus on grants for wildlife corridor preservation, artifact preservation, and the City's open space and trail system. He said it may be time to form an emergency preparedness board.

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Burnham

Councilmember Burnham said the Eagle Mountain City Chamber of Commerce and Planning Commissions are functioning well.

Councilmember Clark

Councilmember Clark expressed appreciation to the new Military and Veterans Advisory Board members. She said the Youth Council has its first meeting on September 18th in the City Council Chambers. A hands-on HAM class will be held this week for residents to see licensed operators use the radios. A HAM radio training will be held next month, as well.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Item

21. ADJOURNMENT

MOTION: *Councilmember Curtis moved to adjourn at 8:57 p.m. Councilmember Burnham seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

Approved by the City Council on September 17, 2019.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	Holiday Oil Tank Expansion - Site Plan		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:			
APPLICANT:	Scott Wagstaff Holiday Oil		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

17.100.060 Architectural requirements.

C. Building Lighting. Plans for exterior building lighting shall be approved as part of the site plan approval. Building lighting shall be fully shielded and directed downward so that the light source is not visible from beyond the property where the structure is located. Lighting shall be in conformance with Chapter 17.56 EMMC.

G. Parking Lot and Street Lighting. All parking lot light fixtures shall be installed to prevent light glare from adversely affecting adjacent properties. Pole-mounted fixtures are required in lots or along roads. Lighting of all pedestrian pathways is required. Lighting will be judged as to how adequately it provides for the health and safety of citizens. Design and location of standards and fixtures shall be specified on the site development drawings. Illumination shall be controlled so that glare or excessive direct light will not adversely affect neighboring areas. All streetlights and interior parking lot lights shall meet the city's adopted design standards for lighting.

RECOMMENDATION:

The following motions are provided for the benefit of the City Council. They may be read as the motions or referenced when making motions.

I move that the City Council approves the proposed Site Plan for the Holiday oil tank expansion with the following conditions:

1. A street light that complies with the dark sky ordinance is installed at the southwest corner of the property;
2. The sidewalk, curb, and gutter is completed along the west side of the property;
3. The sidewalk along Ira Hodges Scenic Parkway is either deeded to the City, or includes a pedestrian easement; and
4. Landscape plan and trees comply with the City's tree ordinance.

BACKGROUND:

This application is to add more tanks to the existing Holiday Oil site at the corner of Pony Express Pkwy and Eagle Mountain Blvd. The Holiday Oil convenience store was approved by the City Council on March 1, 2016. It is on a 2 ac site. The northwest corner of the property was left unimproved for future expansion or future development. The owners have decided to expand on the existing site. The applicant is going to complete the sidewalk and landscaping from Eagle Mountain Blvd along the west side of the site along Ira Hodges to the entrance to the current store. The asphalt trail along Eagle Mountain Blvd will be relocated as needed along the north side of the the site.

PLANNING COMMISSION ACTION / RECOMMENDATION
Planning recommend approval to the City Council of the Holiday Oil Tank Expansion site plan, with the following conditions: 1. A street light that complies with the dark sky ordinance is installed at the southwest corner of the property; 2. The sidewalk, curb, and gutter is completed along the west side of the property; 3. The sidewalk along Ira Hodges Scenic Parkway is either deeded to the City, or includes a pedestrian easement; and 4. Landscape plan and trees comply with the City's tree ordinance.

PREPARED BY:
Michael Hadley, Planning

Attachments:

- Demo Plan
- Landscape

811

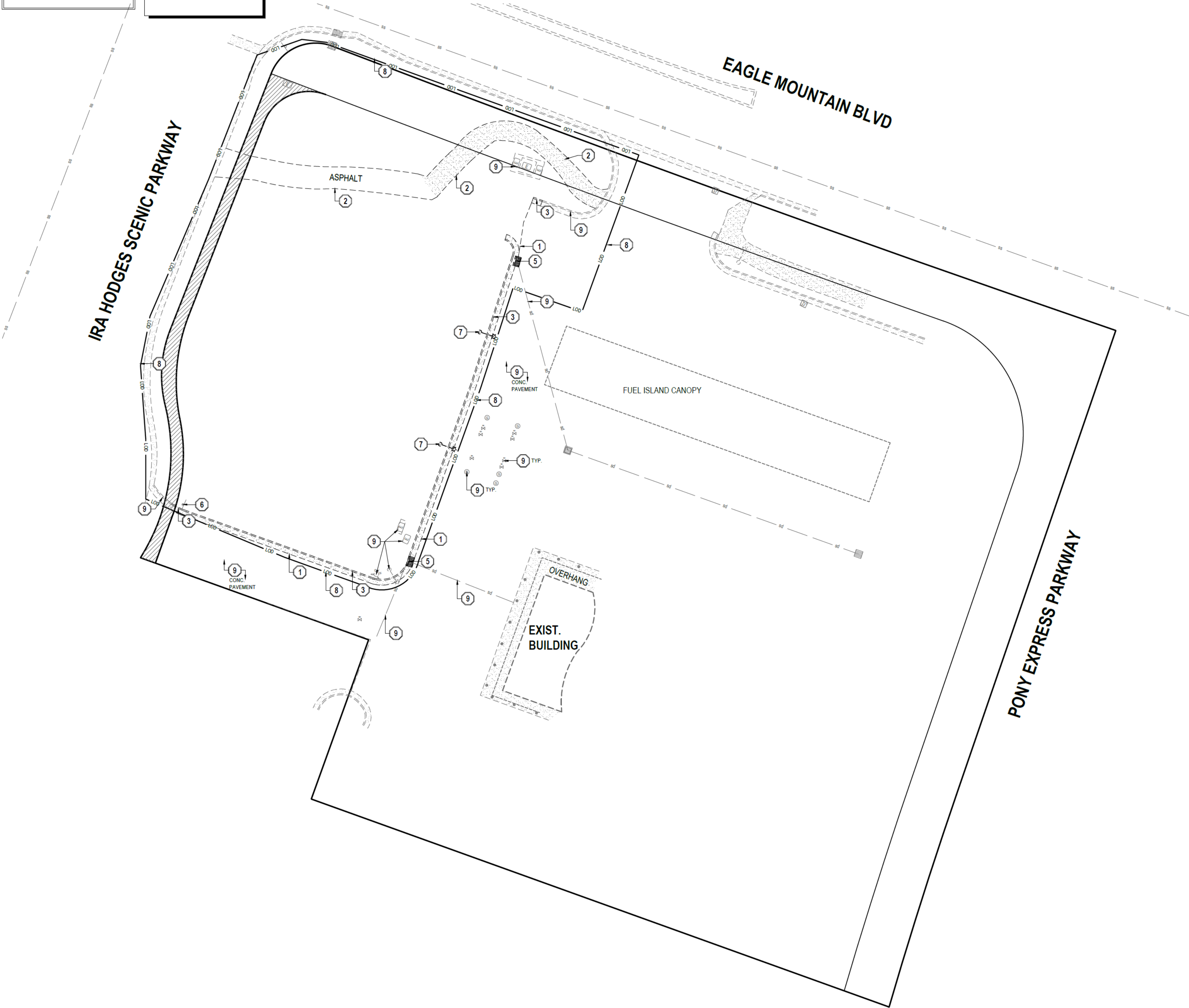
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTH QUARTER CORNER SECTION 12, T6S,
R2W SALT LAKE BASE & MERIDIAN

ELEV = 4864.80'



GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
- ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY

SCOPE OF WORK:

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

- SAWCUT EXISTING CONCRETE PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED CONCRETE PAVEMENT.
- REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT SIDEWALK.
- SAWCUT, REMOVE, AND PROPERLY DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
- SAWCUT, REMOVE, AND PROPERLY DISPOSE OF EXISTING CONCRETE SIDEWALK.
- PRESERVE AND PROTECT EXISTING CATCH BASIN. FRAME AND GRATE TO BE REPLACED. SEE SHEET C-300.
- REMOVE AND RELOCATE EXISTING SIGN.
- REMOVE AND PROPERLY DISPOSE OF EXISTING LIGHT POLE AND BASE. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- LIMIT OF DISTURBANCE.
- PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).



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FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH
CONTACT:
JERRY WAGSTAFF
PHONE: 801.000.0000

**EAGLE MOUNTAIN
HOLIDAY OIL**
1482 EAST EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN CITY, UTAH



DEMOLITION PLAN

PROJECT NUMBER: 8852
PRINT DATE: 8/29/19
DRAWN BY: E. MORA
CHECKED BY: B. PAGE
PROJECT MANAGER: C. DUNCAN

C-100

811

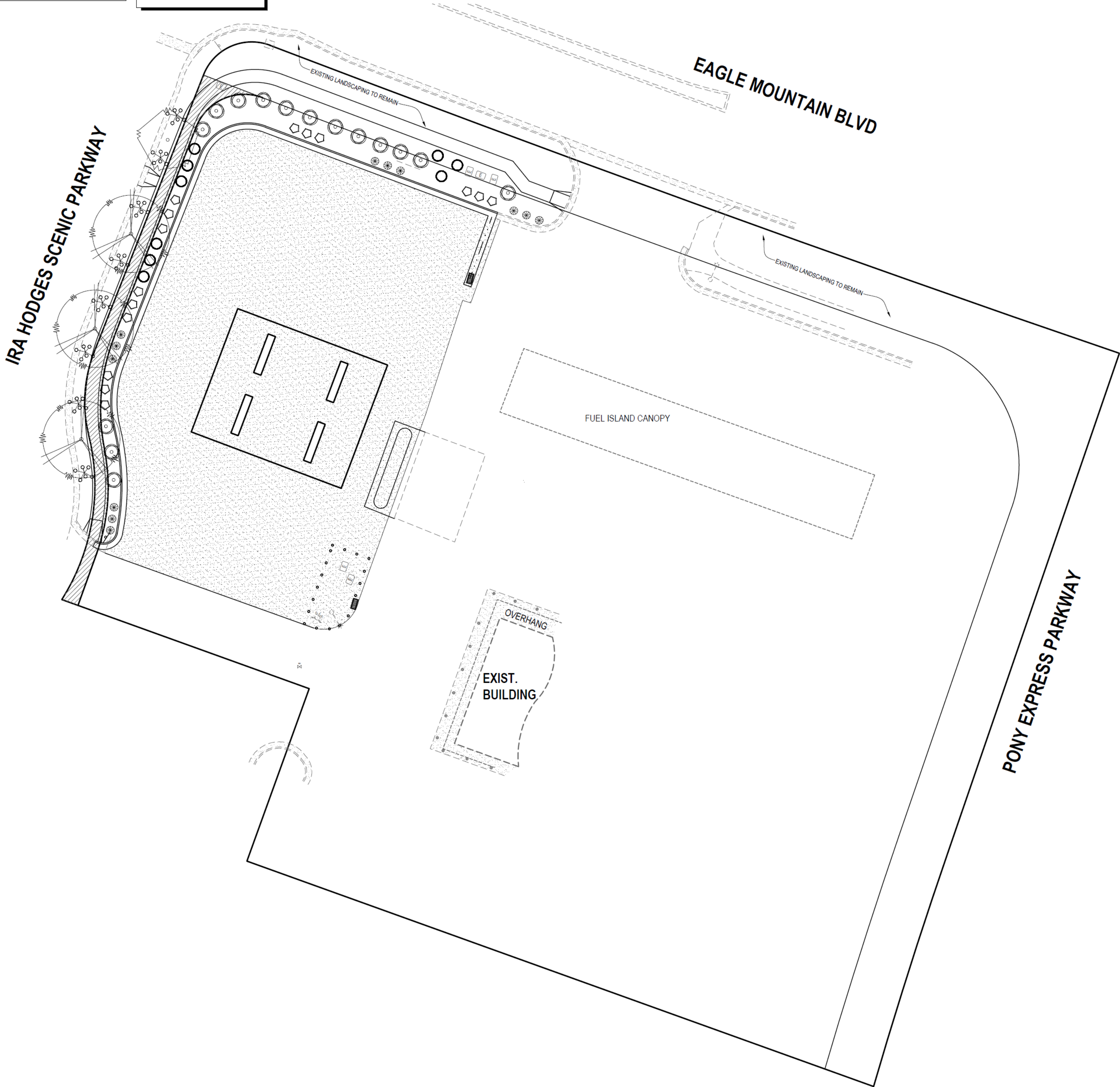
Know what's below.
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BENCHMARK

SOUTH QUARTER CORNER SECTION 12, T6S,
R2W SALT LAKE BASE & MERIDIAN

ELEV = 4864.60'



Landscape

Trees

Qty	Symbol	Common Name	Botanical Name	Plant Size
3		Common Hackberry	Celtis occidentalis	2" Cal.
1		Imperial Honeylocust	Gleditsia triacantho inermis 'Imperial'	2" Cal.

Shrubs

Qty	Symbol	Common Name	Botanical Name	Plant Size
15		Goldfinger Potentilla	Potentilla fruticosa 'Goldfinger'	5 Gallon
9		Longin Blue Russian Sage	Perovshia atriplicifolia 'Longin Blue'	1 Gallon
12		Feather Reed Grass 'Karl Foerster'	Calamagrostis acutiflora 'Karl Foerster'	1 Gallon
15		Lowfast Cotoneaster	Cotoneaster dammeri 'Lowfast'	1 Gallon
8		Blue Chip Juniper	Juniperus horizontalis 'Blue Chip'	2 Gallon

Landscape Notes: Install 4" metal edging between all planter bed and sod areas. In all planter bed areas, install 4" deep 2'-3" dia. Nephri Rock & Gravel color "Southtown" or equiv. decorative rock over weed barrier, typ.

HORIZONTAL GRAPHIC SCALE

20

0

10

20

40

(IN FEET)

HORZ. 1 inch = 20 ft.

ENSIGN

THE STANDARD IN ENGINEERING

SALT LAKE CITY

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LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

CEDAR CITY

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FOR:
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3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH
CONTACT:
JERRY WAGSTAFF
PHONE: 801-000-0000

EAGLE MOUNTAIN
HOLIDAY OIL
1482 EAST EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN CITY, UTAH

LANDSCAPE PLAN

PROJECT NUMBER
8852
PRINT DATE
8/29/19
DRAWN BY
E. MORA
CHECKED BY
B. PAGE
PROJECT MANAGER
C. DUNCAN

L-100



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	John Walden Clubhouse - Site Plan		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:			
APPLICANT:	Evans & Associates Architecture (Chad Spencer)		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial	ACREAGE 1.6 Acres	COMMUNITY South Town (City Center)

PUBLIC HEARING:

No

REQUIRED FINDINGS:

Site plans are administrative actions and require specific findings of facts. The City Council may approve, approve with conditions, or deny based upon findings of facts. The Council may also table applications if additional information is required in order to verify code compliance.

RECOMMENDATION:

See "Planning Commission Action/Recommendation" section of this report.

BACKGROUND:

This applicant-proposed clubhouse building is intended to serve the Eagle Mountain Communities Master Association (homeowners association for the neighborhoods built by John Walden or associated companies). It will include office use, health/fitness use, reception use, and a preschool. The office use, fitness use, and preschool are all permitted uses in the Commercial Zone, but the reception use requires a conditional use approval. The conditional use permit was approved by the Planning Commission on September 24th.

ITEMS FOR CONSIDERATION

Parking:

A breakdown of the required and provided parking is located on the site plan. The requirement for reception use, however, should be listed as 1 stall per 250 sq ft of gross floor area. The project requires 45 parking stalls (Preschool - 5; Office - 18; Health/Fitness - 7; Reception - 15) and is providing 45. The project includes a drive-thru access for garbage disposal and materials/kitchen deliveries on the northwest corner at the roundabout. The Planning Commission recommended that this access be removed and that the trash enclosure be moved to the southeast area of the site.

Stagecoach Run:

Although it has been used as a public road for many years, Stagecoach Run has never been dedicated/deeded to the City as a public right-of-way. We recommend that this be resolved along with this project. It can be easily be resolved with a road dedication plat.

Street Lights / Lighting:

The project will be required to install street lights along the public roads as

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

On September 24th the Planning Commission held a public hearing and ultimately approved the Conditional Use Permit and recommended approval of the Site Plan with the following conditions:

- 1) Applicant shall dedicate Stagecoach Run to the City by deed or road dedication plat prior to obtaining a building permit for this project.
- 2) The access to the trash receptacles and catering loading area shall be removed and the trash receptacles shall be moved to another location (southeast portion of the site is recommended).

PREPARED BY:
Steve Mumford, Planning

required in EMMC 15.10.390. Lighting specs and calculations shall be provided showing compliance with EMMC 17.56 Outdoor Lighting, including full cut-off fixtures and less than 100,000 lumens per acre.

Architecture:

EMMC 17.72.040(A) states that "Commercial buildings should be similar in style as significant adjacent buildings." This building was designed to be similar to City Hall. We recommend that the stucco color be adjusted to match the color of the stucco on the City Hall building.

EMMC 17.72.040(F)2 restricts stucco to not more than 50% of a building. This building has a mix of stucco and stone/rock, and the applicant has indicated that the stucco is less than 50%.

EMMC 17.72.040(G) states that "Buildings should not be restricted to using desert landscape colors, such as beige, tan, grays, browns, etc. A wide palette of colors is recommended... A building's color palette should be similar to that of significant neighboring structures." Although the code requires a similar color palette to City Hall (neighboring building), other colors may be introduced as well if they are not overpowering.

Attachments:

[Walden Clubhouse - Site Plan Drawings](#)

[Walden Clubhouse - Colored Elevations](#)

CODE INFORMATION		
2018 IBC / 2018 IFC / 2017 NEC / 2018 IPC / 2018 IMC / 2018 IECC / 2018 IFGC / ICC ANSI A117.1–2009		
<u>Code Item</u>	<u>IBC Reference Code Requirement</u>	<u>Actual Building Design</u>
Occupancy Classification	Chapter 3	Assembly Group A–3 Business Group B Educational Group E
Construction Type	602.5	Type V–B
Fire Sprinklers		Yes
Allowable Building Height	Table 504.3 Assembly Group A–3: 60 feet Business Group B: 60 feet Educational Group E: 60 feet	29’–9”
Allowable Stories Above Grade	Table 504.4 Assembly Group A–3: 2 Business Group B: 3 Educational Group E: 2	2
Allowable Area	Table 506.2 Assembly Group A–3: 18,000 sf Business Group B: 27,000 sf Educational Group E: 28,500 sf Storage Group S–2: 40,500 sf	9,164 sf
Total Occupant Load	Table 1004.1.2	See Egress Floor Plan
Common Path of Travel	Table 1006.2.1 Assembly Group A–3: 75 feet Business Group B: 100 feet Educational Group E: 75 feet	See Egress Floor Plan
Maximum Travel Distance	Table 1017.2 Assembly Group A–3: 250 feet Business Group B: 300 feet Educational Group E: 250 feet	See Egress Floor Plan
Egress Information	1005.3.1 Stairways: 0.3” per Occupant 1005.3.2 Others: 0.2” per Occupant	56” Stairways = 186 occupants (1) Lower Level Doors = 180 occupants (7) Main Level Doors = 1,120 occupants
36” door = 32” clear = 160 people at 0.20” per person Pair of 36” doors = 64” clear = 320 people at 0.20” per person		

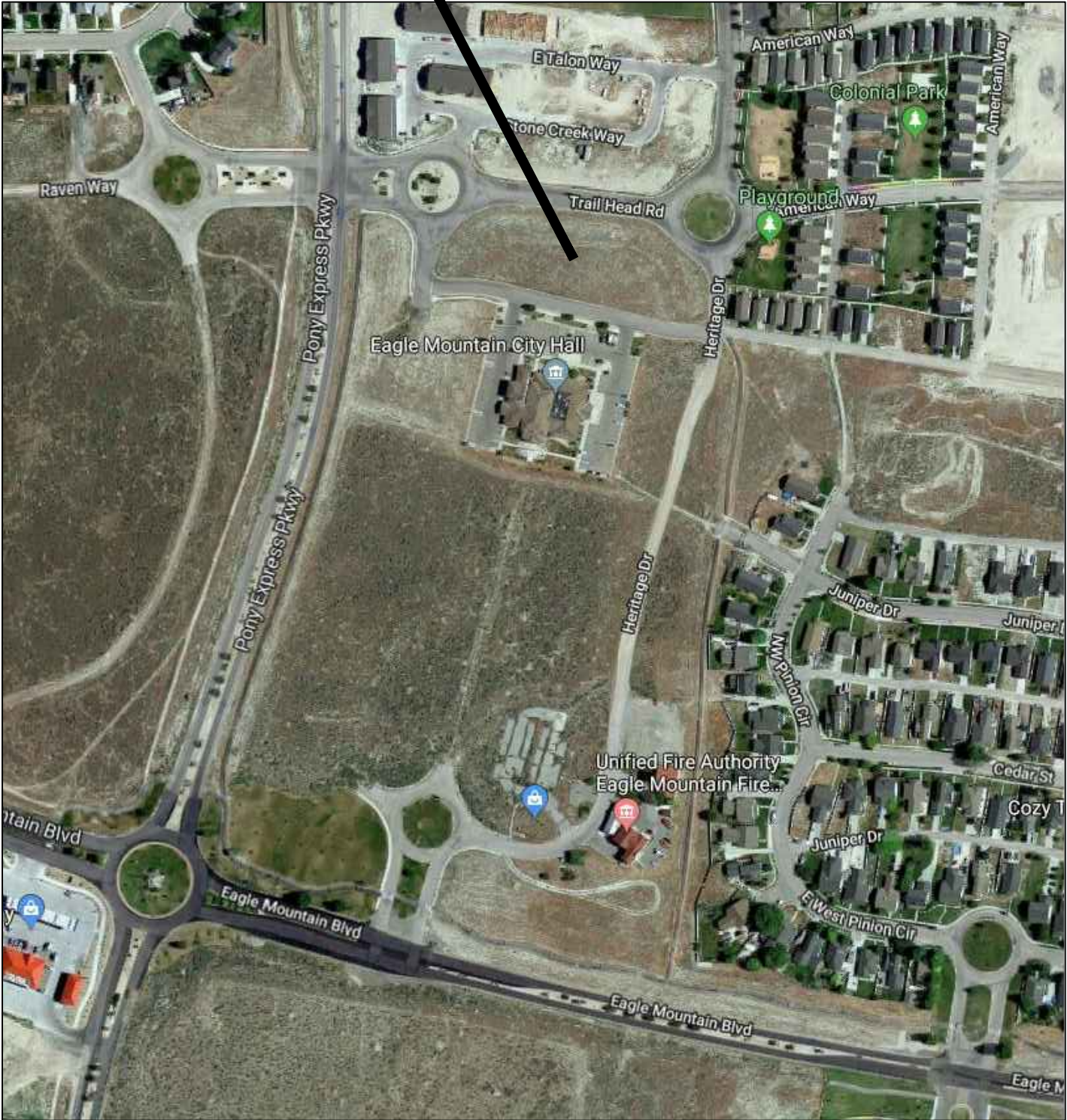
PLUMBING FIXTURE COUNT - TABLE 2902.1				
Total Occupants	Assembly Group A–3: 334 Business Group B: 39 Educational Group E: 34			
<u>Water Closets</u> Assembly Group A–3:	Male: 1 per 125 Female: 1 per 65	167/125 = 1.34 167/65 = 2.57		
Business Group B:	1 per 25 for the first 50	39/25 = 1.56		
Educational Group E:	1 per 50	34/50 = 0.68		
		Required: 6.15 Provided: 8		
<u>Lavatories</u> Assembly Group A–3:	1 per 200	334/200 = 1.67		
Business Group B:	1 per 40 for the first 80	39/40 = 0.98		
Educational Group E:	1 per 50	34/50 = 0.68		
		Total Required: 3.33 Total Provided: 6		
<u>Service Sink</u> Assembly Group A–3:	1	1		
Business Group B:	1	1		
Educational Group E:	1	1		
		Total Required: 1 Total Provided: 2		
<u>Drinking Fountains</u> Assembly Group A–3:	1 per 1000	334/1000 = 0.34		
Business Group B:	1 per 100	39/100 = 0.39		
Educational Group E:	1 per 100	34/100 = 0.34		
		Total Required: 1.07 Total Provided: 6		

ENERGY REQUIREMENTS	
Utah County:	Climate Zone 5B
Roof:	R–38 Batt Insulation
Floor:	R–30 Batt Insulation
Walls:	R–13 Batt Insulation + R3.8 Continuous Insulation
Foundation Walls:	R–10 Continuous Insulation

DRAWING INDEX			
	<u>GENERAL</u>		
G100	COVER AND CODE INFORMATION	S601	SCHEDULES
G110	EGRESS FLOOR PLAN – LOWER LEVEL	S602	SCHEDULES
G111	EGRESS FLOOR PLAN – MAIN LEVEL		
G112	EGRESS FLOOR PLAN – UPPER LEVEL	<u>PLUMBING</u>	
		P001	PLUMBING LEGEND AND GENERAL NOTES
		PL100	PLUMBING FLOOR PLAN – LOWER LEVEL
		PL101	PLUMBING FLOOR PLAN – MAIN LEVEL
		PL102	PLUMBING FLOOR PLAN – UPPER LEVEL
		PL103	PLUMBING FLOOR PLAN – ROOF LEVEL
		P401	PLUMBING LARGE SCALE FLOOR PLANS
		P501	PLUMBING DETAILS
		P601	PLUMBING SCHEDULES AND GAS SCHEMATICS
	<u>SITE DEVELOPMENT</u>		
1 OF 1	BOUNDARY AND TOPOGRAPHIC SURVEY	<u>MECHANICAL</u>	
C1	CIVIL SITE PLAN	M001	MECHANICAL LEGEND AND GENERAL NOTES
C2	GRADING AND DRAINAGE PLAN	MH100	MECHANICAL FLOOR PLAN – LOWER LEVEL
C3	UTILITY PLAN	MH101	MECHANICAL FLOOR PLAN – MAIN LEVEL
C4	EROSION CONTROL SITE PLAN	MH102	MECHANICAL FLOOR PLAN – UPPER LEVEL
C5	SITE DETAILS	MH103	MECHANICAL FLOOR PLAN – ROOF LEVEL
C6	SITE DETAILS	M301	MECHANICAL SECTIONS
C301	ELECTRICAL SITE PLAN	M401	MECHANICAL LARGE SCALE FLOOR PLANS
C302	ELECTRICAL SITE ILLUMINATION PLAN	M501	MECHANICAL DETAILS
C303	ELECTRICAL SITE PLAN DETAILS	M502	MECHANICAL DETAILS
C401	ARCHITECTURAL SITE PLAN	M503	REFRIGERANT DETAILS
C421	ENLARGED SITE PLAN	M601	MECHANICAL SCHEDULES
C422	ENLARGED SITE PLAN		
C501	ARCHITECTURAL SITE DETAILS	<u>ELECTRICAL</u>	
C601	DUMPSTER AND MECHANICAL ENCLOSURE DETAILS	E100	SYMBOLS AND NOTES
LS1.1	LANDSCAPE PLAN	E210	LOWER LEVEL – LIGHTING PLAN
		E211	MAIN LEVEL – LIGHTING PLAN
A101	<u>ARCHITECTURAL</u> FLOOR PLAN – LOWER LEVEL	E212	UPPER LEVEL – LIGHTING PLAN
A102	CEILING PLAN – LOWER LEVEL	E220	LIGHTING DETAILS AND CONTROLS
A111	FLOOR PLAN – MAIN LEVEL	E230	LIGHTING SCHEDULES
A112	CEILING PLAN – MAIN LEVEL	E310	LOWER LEVEL – POWER PLAN
A121	FLOOR PLAN – UPPER LEVEL	E311	MAIN LEVEL – POWER PLAN
A122	CEILING PLAN – UPPER LEVEL	E312	UPPER LEVEL – POWER PLAN
A131	ROOF PLAN	E320	POWER DETAILS
A211	EXTERIOR ELEVATIONS	E330	ONE–LINE DIAGRAM
A212	EXTERIOR ELEVATIONS	E340	PANEL SCHEDULES
A231	EIFS DETAILS	E341	PANEL SCHEDULES
A232	EIFS DETAILS	E410	LOWER LEVEL – SYSTEMS PLAN
A233	EIFS DETAILS	E411	MAIN LEVEL – SYSTEMS PLAN
A311	BUILDING SECTIONS	E412	UPPER LEVEL – SYSTEMS PLAN
A312	BUILDING SECTIONS	E420	SYSTEM DETAILS AND RISERS
A321	SECTIONS	E421	SYSTEM DETAILS AND RISERS
A322	SECTIONS		
A323	SECTIONS	<u>KITCHEN</u>	
A324	SECTIOS	K1–EL	KITCHEN EQUIPMENT LAYOUT
A331	WALL SECTIONS	K1–ER	KITCHEN ELECTRICAL ROUGH–INS
A341	DETAILS	K1–PR	KITCHEN PLUMBING ROUGH–INS
A401	ENLARGED FLOOR PLAN – MAIN LEVEL	K1–HD	KITCHEN HOOD DRAWING
A402	ENLARGED CEILING PLAN – MAIN LEVEL	K1–HFD	KITCHEN HOOD FAN DRAWINGS
A411	ENLARGED FLOOR PLAN – MAIN LEVEL	K1–HED	KITCHEN HOOD ELECTRICAL DRAWINGS
A412	ENLARGED CEILING PLAN – MAIN LEVEL	K1–HCD	KITCHEN HOOD CONTROL DRAWINGS
A421	ENLARGED FLOOR PLAN – UPPER LEVEL		
A431	INTERIOR ELEVATIONS		
A432	INTERIOR ELEVATIONS		
A511	WALL TYPES AND FLOOR PLAN DETAILS		
A521	CEILING DETAILS		
A541	ROOF DETAILS		
A611	DOOR AND WINDOW SCHEDULES		
A612	DOOR DETAILS		
	<u>STRUCTURAL</u>		
S001	GENERAL STRUCTURAL NOTES		
S002	SPECIAL INSPECTIONS		
S101	FOOTING AND FOUNDATION PLAN		
S111	FLOOR AND LOWER ROOF FRAMING PLAN		
S121	UPPER ROOF FRAMING PLAN		
S501	FOUNDATION DETAILS		
S502	FOUNDATION DETAILS		
S511	FLOOR FRAMING DETAILS		
S521	ROOF FRAMING DETAILS		
S522	ROOF FRAMING DETAILS		

John Walden Clubhouse

1645 East Stagecoach Run
Eagle Mountain, Utah

VICINITY MAP	
	
SITE INFORMATION	
Assessor Parcel Number	59:044:0152
Total Parcel Area	70,041 sf / 1.608 acres
Building Area	9,425 sf (13.45%)
Impervious Areas	37,372 (53.35%) - Concrete Walks / Pads 11,285 sf - Concrete Curb and Gutter 1,186 lf - Concrete Drive Approach 2 - Asphalt Paving 18,946 sf - Playground 3,598 sf
Landscaping Areas On-Site	23,244 sf (33.18%)
Landscaping Park Strip	5,658 sf
Parking Provided	- Regular 43 stalls - Van Accessible 2 stalls
Parking Required	- Child Preschool (4 stalls) 1 stall per staff plus 1 - Health/Fitness 2,110 sf (14 stalls) 1 stall per 150 sf - Meeting/Reception Rooms 5,389 sf (21 stalls) 1 stall per 250 sf - Office and Professional 1,226 sf (4 stalls) 1 stall per 300 sf

CONSULTANTS	
ARCHITECT	Evans & Associates Architecture 11576 South State Street #103B Draper, UT 84020 Phone: (801) 553–8272 Contact: Chad Spencer chad@studio–ea.com
CIVIL ENGINEER	Excel Engineering, Inc. 12 West 100 North #201 American Fork, UT 84003 Phone: (801) 756–4504 Contact: David Peterson david@excelcivil.com
LANDSCAPE ARCHITECT	In Site Design Group 17 North 470 Weest American Fork, UT 84003 Phone: (801) 756–5043 Contact: Darren Wilson darren@isdgllc.com
STRUCTURAL ENGINEER	BHB Consulting Engineers 2766 South Main Street Salt Lake City, UT 84115 Phone: (801) 355–5656 Contact: Chris Hofheins chris@bhbenigneers.com
MECHANICAL ENGINEER	David L Jensen & Associates 547 West 500 South, #140 Bountiful, UT 84010 Phone: (801) 294–9299 Contact: Rick Jensen rjensen@dljeng.com
ELECTRICAL ENGINEER	Envision Engineering 240 East Morris Avenue, #200 Salt Lake City, UT 84115 Phone: (801) 534–1130 Contact: Scott Kingery skingery@envisioneng.com
KITCHEN CONSULTANT	W.S. Reich & Associates 2846 South 450 West Bountiful, UT 84010 Phone: (801) 915–0404 Contact: Brian Boswell brian@wsreich.com
ELEVATOR CONSULTANT	Otis Elevator Company Phone: (801) 486–9295 ext. 13 Contact: Alan Sansom alan.sansom@otis.com

GENERAL NOTES

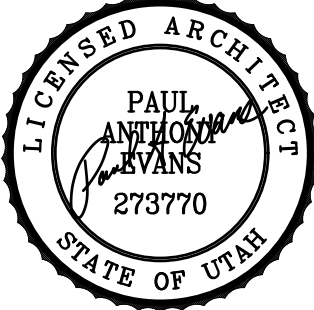
- THE CONTRACTOR IS TO ABIDE BY THE UTAH DIVISION OF AIR QUALITY REQUIREMENTS AND TO CONTACT THE UTAH DIVISION OF AIR QUALITY AT 801.536.4400.
- PROVIDE A MINIMUM 2A:10 BC RATED FIRE EXTINGUISHERS WITHIN 75–FOOT TRAVEL DISTANCE TO ALL SPACES IN THE STRUCTURE, IN THE FOLLOWING AREAS AS REQUIRED IN IFC CHAPTER 33:
 - AT EACH STAIRWAY ON ALL FLOOR LEVELS WHERE COMBUSTIBLE MATERIALS HAVE ACCUMULATED.
 - IN EVERY STORAGE AND CONSTRUCTION SHED.
 - ADDITIONAL PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED WHERE SPECIAL HAZARDS EXIST INCLUDING, BUT NOT LIMITED TO, THE STORAGE AND USE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.
- THERMAL AND SOUND INSULATION AND COVERING WHICH ARE INSTALLED IN CONCEALED AND EXPOSED SPACES AND AS COVERING OVER PIPE AND TUBING SHALL BE TESTED IN ACCORDANCE WITH ASTM E 84 AND HAVE A FLAME SPREAD OF 0–25 AND SMOKE INDEX OF 0–450.
- FLOOR CARPET WHEN INSTALLED SHALL BE TESTED IN ACCORDANCE TO NFPA STANDARD 253 AND BE A CLASS I (0.45 WATTS/CM2) IN CORRIDORS, EXIT ENCLOSURES, EXIT PASSAGEWAYS AND CLASS II (0.22 WATTS/CM2) IN ALL ROOMS AND AREAS.
- CEILING TILE SHALL BE LISTED AND TESTED ASTM E 84 AND HAVE A FLAME SPREAD OF 0–25 AND A SMOKE INDEX OF 0–50.

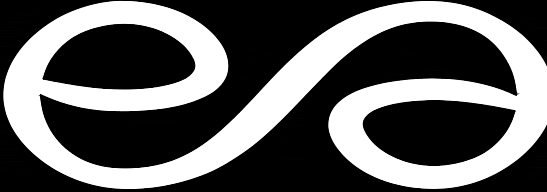
OWNER-FURNISHED ITEMS

- MATERIAL TESTING
- SPECIAL INSPECTIONS
- WASHER, DRYER, REFRIGERATOR
- CABINETS AND COUNTERTOPS
- PLAYGROUND PAVILIONS
- SITE FURNITURE INCLUDING BENCHES, PICNIC TABLES, GARBAGE CANS
- GAZEBO
- PLAYGROUND EQUIPMENT

DEFERRED ITEMS

- PREFABRICATED METAL PLATE WOOD TRUSSES
- FIRE ALARM
- FIRE SPRINKLERS





evans + associates architecture
11576 south state street, suite 103b, draper, utah 84020
phone 801-553-8272 fax 801-553-8273

John Walden Clubhouse

1645 East Stagecoach Run
Eagle Mountain, Utah

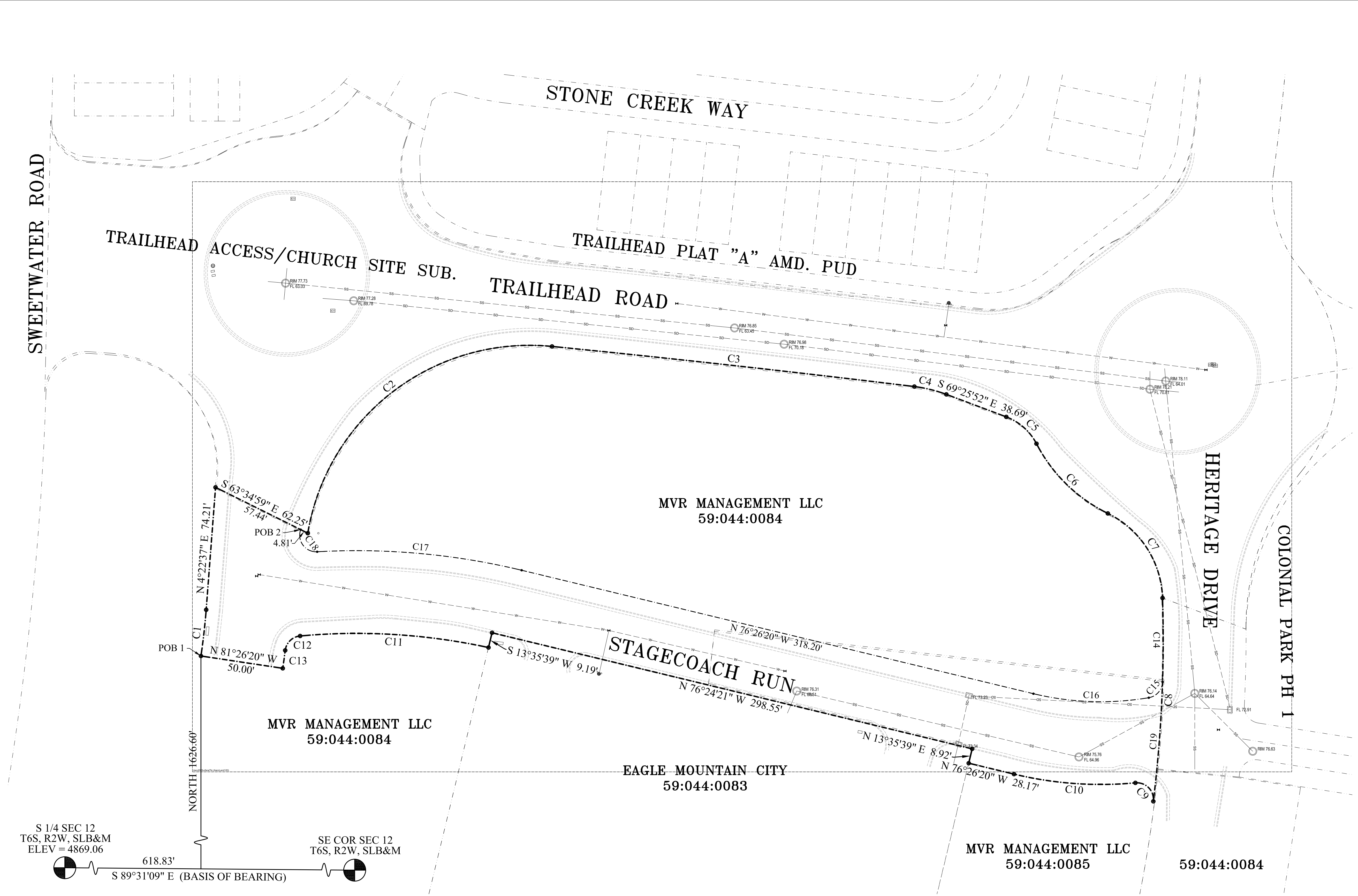
Project Number: 17-45

October 10, 2017 - Concept Plans

July 1, 2019 - Permit Set

COVER SHEET / CODE INFORMATION

G001



COMBINED DESCRIPTION

Beginning at a point located South 89°31'09" East along section line 618.83 feet and North 1626.60 feet from the South Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the arc of a 385.00 foot radius curve to the left 28.12 feet through a central angle of 4°11'04" (chord bears North 6°28'08" East 28.11 feet); thence North 4°22'37" East 74.21 feet; thence along the southerly boundary of Trailhead Access/Church Site Subdivision as recorded in the office of the Utah County Recorder the following eight courses and distances: 1) South 63°34'59" East 62.25 feet, 2) along the arc of a 136.00 foot radius curve to the right 53.98 feet through a central angle of 22°44'22" (chord bears North 20°52'29" East 53.62 feet, 3) along the arc of a 9970.00 foot radius curve to the right 220.34 feet through a central angle of 1°15'59" (chord bears South 83°40'45" East 220.34 feet), 4) along the arc of a 84.00 foot radius curve to the right 19.96 feet through a central angle of 13°36'54" (chord bears South 76°14'19" East 19.91 feet), 5) South 69°25'52" East 38.69 feet, 6) along the arc of a 34.00 foot radius curve to the right 24.96 feet through a central angle of 42°04'11" (chord bears South 48°23'47" East 24.41 feet, 7) along the arc of a 96.00 foot radius curve to the left 61.32 feet through a central angle of 36°35'59" (chord bears South 45°39'41" East 60.29 feet, and 8) along the arc of a 59.00 foot radius curve to the right 63.98 feet through a central angle of 62°07'44" (chord bears South 32°53'48" East 60.89 feet); thence along the westerly boundary of Colonial Park Phase 1 along the arc of a 797.19 foot radius curve to the right 123.16 feet through a central angle of 8°51'06" (chord bears South 2°35'37" West 123.04 feet); thence along the arc of a 10.00 foot radius curve to the left 17.86 feet through a central angle of 102°21'05" (chord bears North 44°09'26" West 15.58 feet); thence along the arc of a 224.00 foot radius curve to the right 73.87 feet through a central angle of 18°53'38" (chord bears North 85°53'09" West 73.53 feet); thence North 76°26'20" West 28.17 feet; thence North 13°35'39" East 8.92 feet; thence North 76°24'21" West 298.55 feet; thence South 13°35'39" West 9.19 feet; thence along the arc of a 375.00 foot radius curve to the left 114.51 feet through a central angle of 17°29'45" (chord bears North 86°29'23" West 114.07 feet); thence along the arc of a 10.00 foot radius curve to the left 13.55 feet through a central angle of 77°38'28" (chord bears South 45°56'31" West 12.54 feet); thence along the arc of a 435.00 foot radius curve to the right 10.93 feet through a central angle of 1°26'24" (chord bears South 7°50'29" West 10.93 feet); thence North 81°26'20" West 50.00 feet to the point of beginning.
Area = 98978 sq ft or 2.272 Acres

CLUBHOUSE PARCEL DESCRIPTION

Beginning at a point located South 89°31'09" East along section line 679.11 feet and North 1703.48 feet from the South Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 63°34'59" East 4.81 feet; thence along the southerly boundary of Trailhead Access/Church Site Subdivision as recorded in the office of the Utah County Recorder the following eight courses and distances: 1) South 63°34'59" East 62.25 feet, 2) along the arc of a 136.00 foot radius curve to the right 53.98 feet through a central angle of 22°44'22" (chord bears North 20°52'29" East 53.62 feet, 3) along the arc of a 9970.00 foot radius curve to the right 220.34 feet through a central angle of 1°15'59" (chord bears South 83°40'45" East 220.34 feet), 4) along the arc of a 84.00 foot radius curve to the right 19.96 feet through a central angle of 13°36'54" (chord bears South 76°14'19" East 19.91 feet), 5) South 69°25'52" East 38.69 feet, 6) along the arc of a 34.00 foot radius curve to the right 24.96 feet through a central angle of 42°04'11" (chord bears South 48°23'47" East 24.41 feet, 7) along the arc of a 96.00 foot radius curve to the left 61.32 feet through a central angle of 36°35'59" (chord bears South 45°39'41" East 60.29 feet, and 8) along the arc of a 59.00 foot radius curve to the right 63.98 feet through a central angle of 62°07'44" (chord bears South 32°53'48" East 60.89 feet); thence along the westerly boundary of Colonial Park Phase 1 along the arc of a 797.19 foot radius curve to the right 50.73 feet through a central angle of 3°38'46" (chord bears South 0°00'32" East 50.72 feet); thence along the arc of a 10.00 foot radius curve to the right 13.72 feet through a central angle of 78°37'13" (chord bears South 41°07'27" West 12.67 feet); thence along the arc of a 174.00 foot radius curve to the right 70.23 feet through a central angle of 23°07'36" (chord bears North 88°00'08" West 69.76 feet); thence North 76°26'20" West 318.20 feet; thence along the arc of a 425.00 foot radius curve to the left 124.53 feet through a central angle of 16°47'18" (chord bears North 84°49'59" West 124.09 feet); thence along the arc of a 10.00 foot radius curve to the right 19.73 feet through a central angle of 113°00'59" (chord bears North 36°43'09" West 16.68 feet) to the point of beginning.
Area = 70041 sq ft or 1.608 Acres

NARRATIVE

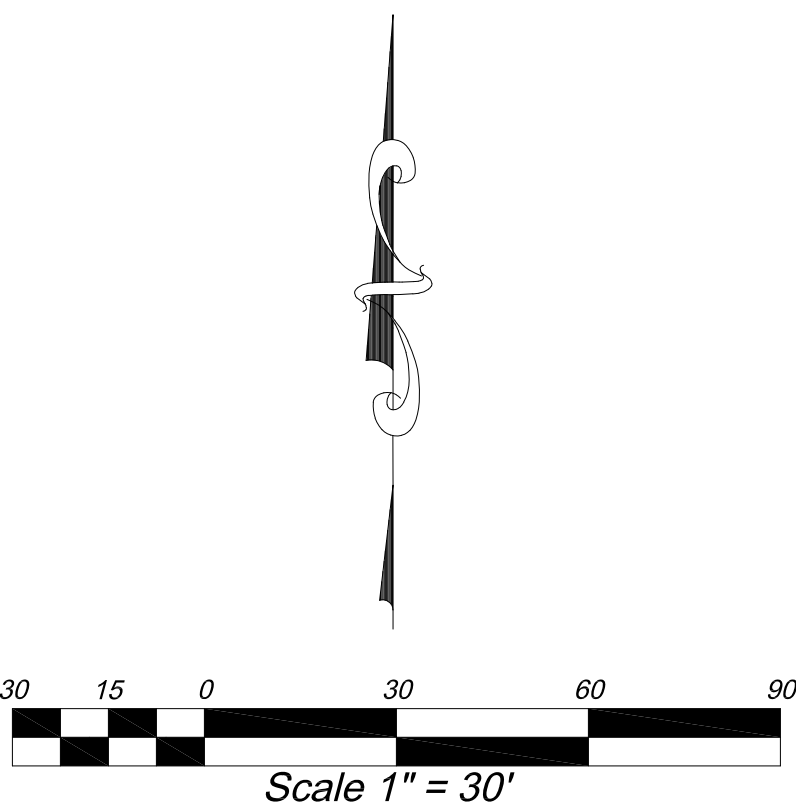
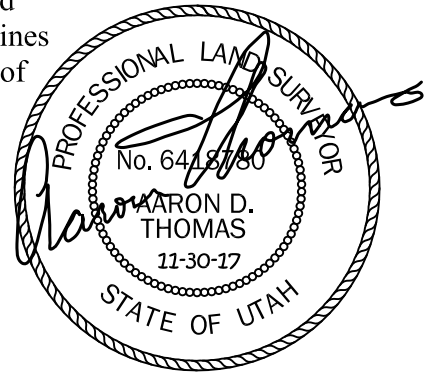
The Basis of Bearing for this survey is South 89°31'09" East along Section Line from the South Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian to the Southeast Corner of said Section 12. Both monuments were located as shown on county tie sheets. The purpose of this survey was to determine an overall boundary and locate existing improvements to facilitate the design of future improvements. A right-of-way has been identified for roadway dedication.

SURVEYOR'S CERTIFICATION

I Aaron D. Thomas, do hereby certify that I am a Registered Land Surveyor, licensed to practice in the State of Utah, holding license number 6418780, and that in November 2017, I made a survey of the property described on this plat.

This survey was made in conformity with generally accepted local surveying practices. It does not guarantee title to the lines set, nor purport to show all easements of record nor is it proof of ownership.

Aaron D. Thomas
AARON D. THOMAS - PLS NO. 6418780



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	385.00	28.12	4°11'14"	28.11	N 6°28'8" E
C2	136.00	53.98	22°44'22"	53.62	N 20°52'29" E
C3	9970.00	220.34	1°15'59"	220.34	S 63°40'45" E
C4	84.00	19.96	13°36'54"	19.91	S 76°14'19" E
C5	34.00	24.96	42°4'11"	24.41	S 48°23'47" E
C6	96.00	61.32	36°35'59"	60.29	S 45°39'41" E
C7	59.00	63.98	62°7'44"	60.89	S 32°53'48" E
C8	797.19	123.16	8°51'16"	123.04	S 2°35'37" W
C9	10.00	17.86	102°21'5"	15.58	N 44°9'26" W
C10	224.00	73.87	18°53'38"	73.53	N 85°53'9" W
C11	375.00	114.51	17°29'45"	114.07	N 86°29'23" W
C12	10.00	13.55	77°38'28"	12.54	S 45°56'31" W
C13	435.00	10.93	1°26'24"	10.93	S 7°50'29" W
C14	797.19	50.73	3°38'46"	50.72	S 0°0'32" E
C15	10.00	13.72	78°37'13"	12.67	S 41°7'27" W
C16	174.00	70.23	23°7'36"	69.76	N 88°0'8" W
C17	425.00	124.53	16°47'18"	124.09	N 84°49'59" W
C18	10.00	19.73	113°0'59"	16.68	N 36°43'9" W
C19	797.19	72.43	5°12'20"	72.40	S 4°25'1" W

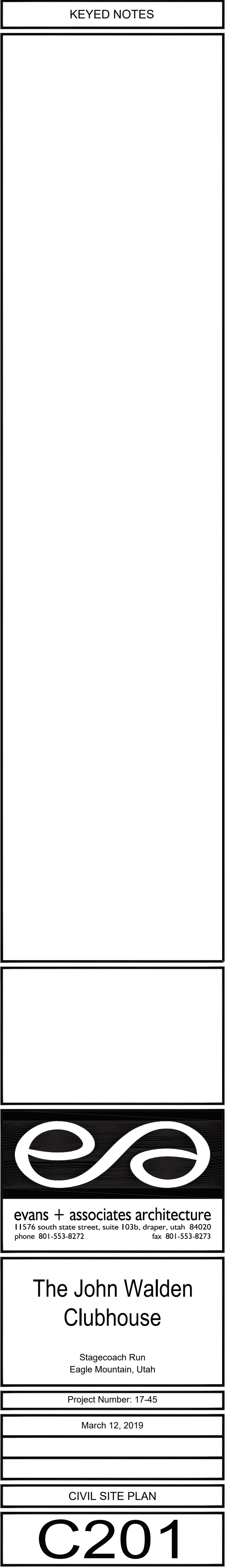
SURVEY TYPE:	BOUNDARY & TOPOGRAPHIC SURVEY			
	ADDRESS +/- 1655 EAST STAGECOACH RUN			
	CITY: EAGLE MOUNTAIN	COUNTY: UTAH	STATE: UTAH	

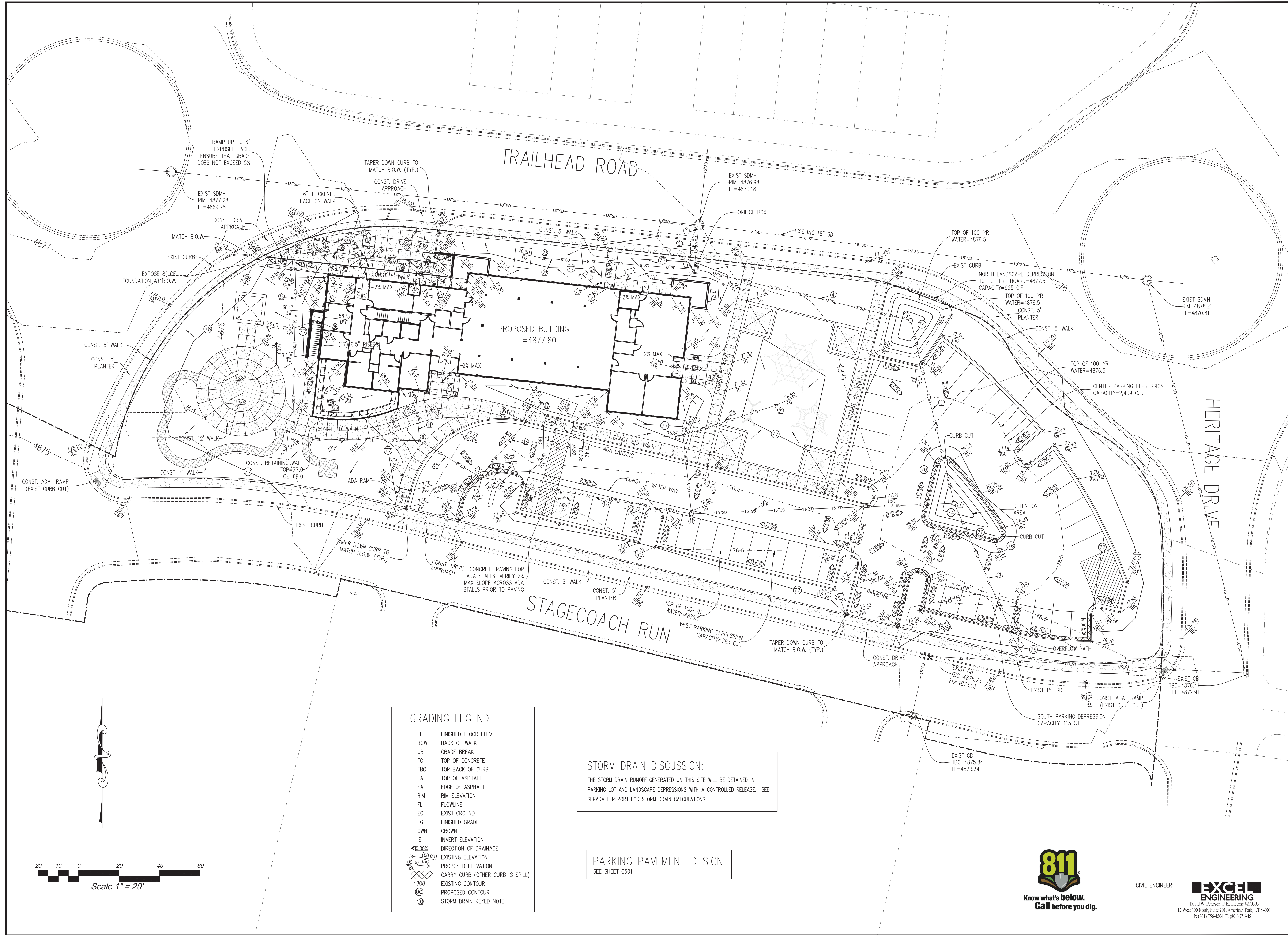
LAND SURVEYOR:
**AZTEC ENGINEERING INC.**
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308

CIVIL ENGINEER:
**EXCEL ENGINEERING**
David W. Petersen, P.E., License #270593
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

EAGLE MOUNTAIN CLUBHOUSE
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SLB&M

SHEET 1 OF 1
DATE: NOV. 30, 2017
SCALE: 1"=30'
DRAFTED BY: A.D.T.





STORM DRAIN KEYED NOTES

- CONNECT TO EXISTING SDMH, RIM=4876.98, EXIST 18" THRU=4870.18, PROPOSED 15" IE IN=4870.43
- CONST. 18.5 L.F. 15" ADS HP STORM PIPE @ S=1.5%
- CONST. 3'X3' BOX W/ 2.25" ORIFICE PLATE AND SNOT TYPE HP OVER OUTLET, GRATE=4876.75, 8" IE IN=4873.33, 15" IE THRU=4870.70, BOTTOM OF BOX=4867.70
- CONST. 108.2 L.F. 15" ADS HP STORM PIPE @ S=0.4%
- CONST. 18" NYLOPLAST DRAIN BASIN WITH STANDARD GRATE, GRATE=4874.00, 15" IE THRU=4871.13
- CONST. 92.7 L.F. 15" ADS HP STORM PIPE @ S=0.4%
- CONST. 24" NYLOPLAST DRAIN BASIN WITH STANDARD GRATE, GRATE=4874.00, 15" IE THRU=4871.50
- CONST. 68.0 L.F. 15" ADS HP STORM PIPE @ S=1.8%
- CONST. 24" NYLOPLAST DRAIN BASIN WITH 2'X3' ROAD AND HIGHWAY GRATE, TBC=4876.50, GRATE=4876.00, 15" IE OUT=4872.75
- CONST. 129.7 L.F. 15" ADS HP STORM PIPE @ S=0.5%
- CONST. 24" NYLOPLAST DRAIN BASIN WITH 2'X2' ROAD AND HIGHWAY GRATE, GRATE=4875.88, 8" IE IN=4872.71, 15" IE THRU=4872.13
- CONST. 105.7 L.F. 15" ADS HP STORM PIPE @ S=0.4%
- CONST. 24" NYLOPLAST DRAIN BASIN WITH 2'X3' ROAD AND HIGHWAY GRATE, TBC=4876.30, GRATE=4875.80, 8" IE OUT=4873.13, 15" IE OUT=4872.55
- CONST. 21.6 L.F. 6" ADS @ S=4.3%
- CONST. 10" NYLOPLAST DRAIN BASIN, TOP OF MULCH=4876.80, GRATE=4876.55, 8" IE OUT=4874.38
- CONST. 47.4 L.F. 8" ADS @ S=2.6%
- CONST. 10" NYLOPLAST DRAIN BASIN, TOP OF MULCH=4876.80, GRATE=4876.55, 8" IE OUT=4874.38
- CONST. 38.0 L.F. 8" ADS @ S=2.4%
- CONST. 10" NYLOPLAST DRAIN BASIN, TOP OF MULCH=4876.80, GRATE=4876.55, 8" IE THRU=4873.61
- CONST. 47.8 L.F. 8" ADS @ S=1.0%
- CONST. 10" NYLOPLAST DRAIN BASIN, TOP OF MULCH=4876.80, GRATE=4876.55, 8" IE OUT=4874.08
- CONST. 72.7 L.F. 8" ADS @ S=1.0%
- CONST. 10" NYLOPLAST DRAIN BASIN, TOP OF MULCH=4876.80, GRATE=4876.55, 8" IE THRU=4874.05
- CONST. 6" ADS @ S=1% MIN. CONNECT TO DRAIN BASIN OR INTO PIPE WITH INSERTA TEE OR WITH 8"X8" TEE (SEE PLAN VIEW)
- CONST. 2'X2' INLET BOX WITH STANDARD GRATE & NO BOTTOM TO THE BASIN, GRATE=4868.30, BOTTOM OF SIDES OF BASIN=4865.30, TOP OF GRAVEL=4862.30, INSTALL 8'X8'X4" DEEP GRAVEL AREA UNDER SUMP.
- CONST. 12" NYLOPLAST DRAIN BASIN WITH STANDARD GRATE & NO BOTTOM TO THE BASIN, GRATE=4868.30, BOTTOM OF SIDES OF BASIN=4865.30, TOP OF GRAVEL=4862.30, INSTALL 8'X8'X4" DEEP GRAVEL AREA UNDER SUMP.
- CONST. 10" NYLOPLAST DRAIN BASIN W/ STANDARD 12"X12" GRATE, AT BOTTOM OF RAIN CHAIN, GRATE=4877.30, 6" IE OUT=4875.30
- CONST. 10" NYLOPLAST DRAIN BASIN W/ STANDARD 12"X12" GRATE, GRATE=4877.75, IE OUT=4875.75
- CONST. 49.0 L.F. 8" ADS @ S=0.5%
- CONST. 10" NYLOPLAST DRAIN BASIN W/ SOLID GRATE, GRATE=4877.35, 6" IE IN=4873.47, 8" IE THRU=4873.30
- CONST. 62.5 L.F. 8" ADS @ S=0.5%
- CONST. 10" NYLOPLAST DRAIN BASIN W/ SOLID GRATE, GRATE=4876.50, 8" IE THRU=4873.61
- CONST. 92.0 L.F. 8" ADS @ S=0.5%
- CONST. 10" NYLOPLAST DRAIN BASIN W/ SOLID H2O GRATE, GRATE=4876.10, 6" IE IN=4874.24, 8" IE THRU=4874.07
- CONST. 53.7 L.F. 6" ADS @ S=1.6%
- CONST. 10" NYLOPLAST DRAIN BASIN W/ SOLID H2O GRATE, GRATE=4877.10, 6" IE THRU=4875.10

evans + associates architecture
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phone 801-553-8272 fax 801-553-8273

The John Walden Clubhouse

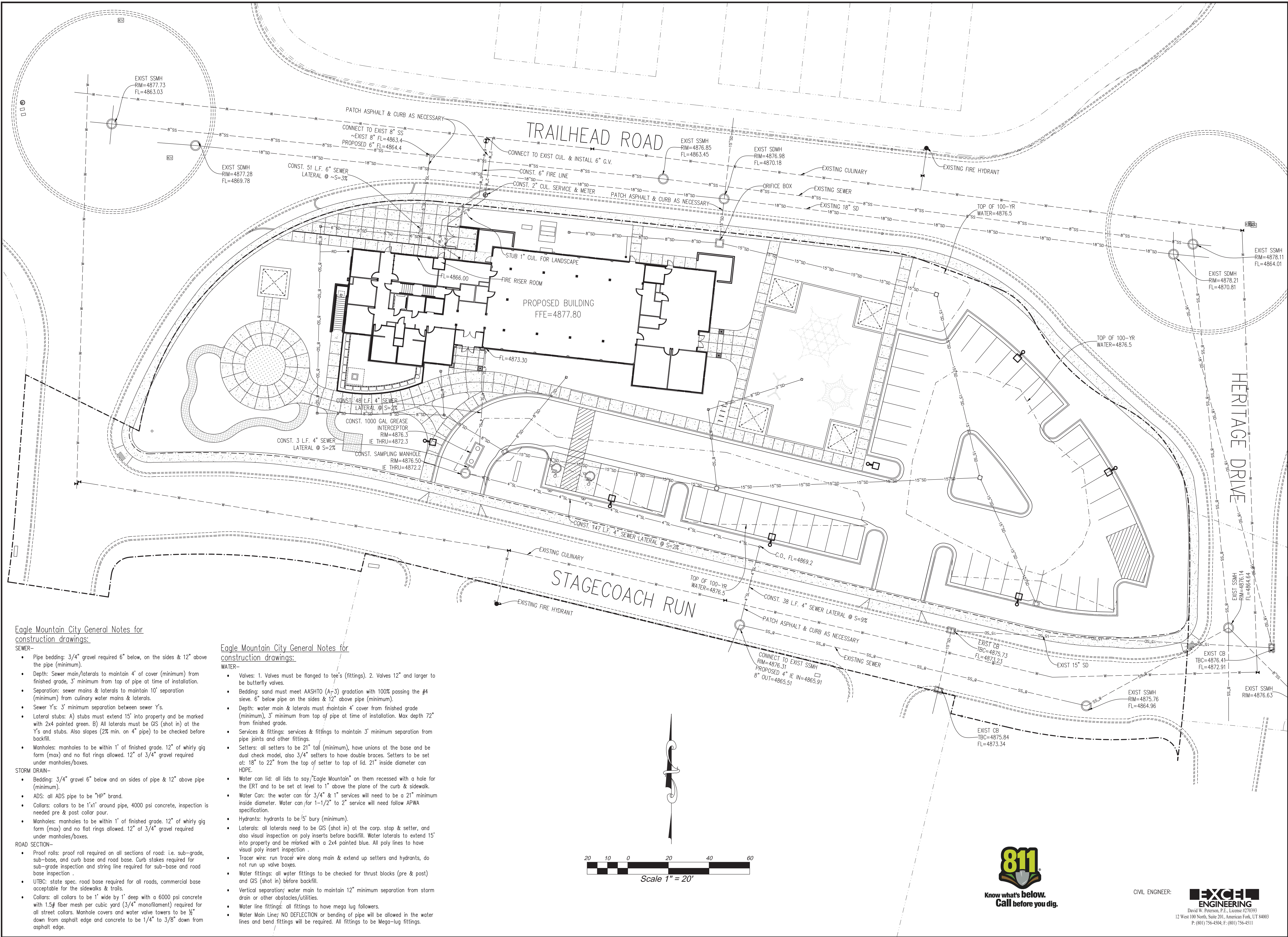
Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

March 12, 2019

GRADING & DRAINAGE PLAN

C202



Eagle Mountain City General Notes for construction drawings:

- SEWER-
- Pipe bedding: 3/4" gravel required 6" below, on the sides & 12" above the pipe (minimum).
 - Depth: Sewer main/laterals to maintain 4' of cover (minimum) from finished grade, 3' minimum from top of pipe at time of installation.
 - Separation: sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
 - Sewer Y's: 3' minimum separation between sewer Y's.
 - Lateral stubs: A) stubs must extend 15' into property and be marked with 2x4 painted green. B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
 - Manholes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of 3/4" gravel required under manholes/boxes.

- STORM DRAIN-
- Bedding: 3/4" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
 - ADS: all ADS pipe to be "HP" brand.
 - Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
 - Manholes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of 3/4" gravel required under manholes/boxes.

- ROAD SECTION-
- Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
 - UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
 - Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be 1/2" down from asphalt edge and concrete to be 1/4" to 3/8" down from asphalt edge.

Eagle Mountain City General Notes for construction drawings:

- WATER-
- Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
 - Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
 - Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
 - Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
 - Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also 3/4" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid. 21" inside diameter can HDPE.
 - Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
 - Water Can: the water can for 3/4" & 1" services will need to be a 21" minimum inside diameter. Water can for 1-1/2" to 2" service will need follow APWA specification.
 - Hydrants: hydrants to be 5' bury (minimum).
 - Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
 - Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
 - Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
 - Vertical separation/ water main to maintain 12" minimum separation from storm drain or other obstacles/utilities.
 - Water line fittings: all fittings to have mega lug followers.
 - Water Main Line/ NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

KEYED NOTES



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The John Walden Clubhouse

Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

March 12, 2019

UTILITY PLAN

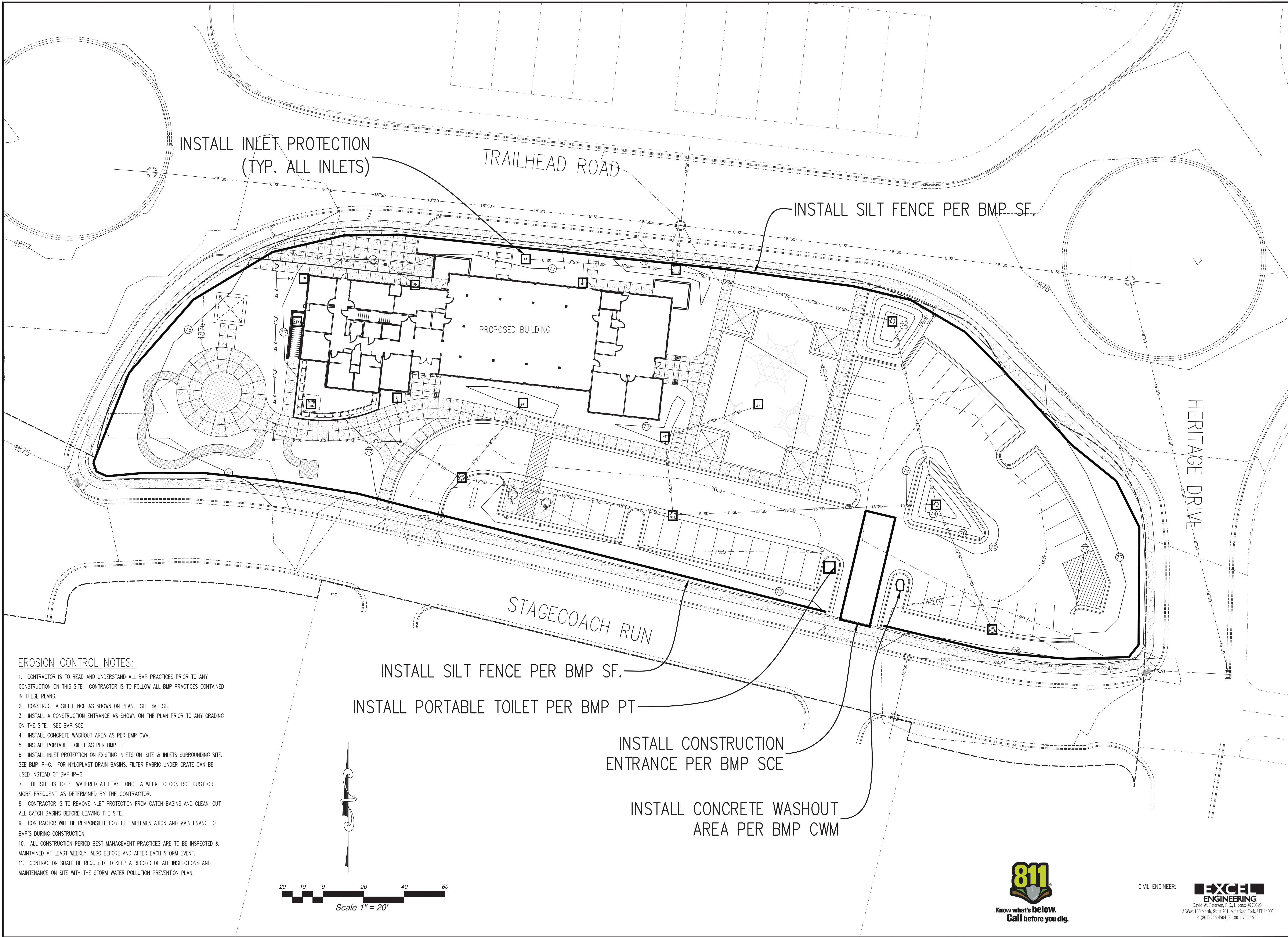
C203



CIVIL ENGINEER:

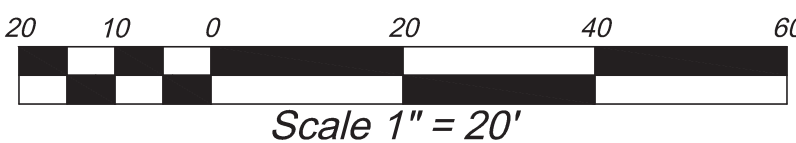


12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511



EROSION CONTROL NOTES:

1. CONTRACTOR IS TO READ AND UNDERSTAND ALL BMP PRACTICES PRIOR TO ANY CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO FOLLOW ALL BMP PRACTICES CONTAINED IN THESE PLANS.
2. CONSTRUCT A SILT FENCE AS SHOWN ON PLAN. SEE BMP SF.
3. INSTALL A CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN PRIOR TO ANY GRADING ON THE SITE. SEE BMP SCE
4. INSTALL CONCRETE WASHOUT AREA AS PER BMP CWM.
5. INSTALL PORTABLE TOILET AS PER BMP PT
6. INSTALL INLET PROTECTION ON EXISTING INLETS ON-SITE & INLETS SURROUNDING SITE. SEE BMP IP-G. FOR NYLOPLAST DRAIN BASINS, FILTER FABRIC UNDER GRATE CAN BE USED INSTEAD OF BMP IP-G
7. THE SITE IS TO BE WATERED AT LEAST ONCE A WEEK TO CONTROL DUST OR MORE FREQUENT AS DETERMINED BY THE CONTRACTOR.
8. CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.
9. CONTRACTOR WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF BMP'S DURING CONSTRUCTION.
10. ALL CONSTRUCTION PERIOD BEST MANAGEMENT PRACTICES ARE TO BE INSPECTED & MAINTAINED AT LEAST WEEKLY, ALSO BEFORE AND AFTER EACH STORM EVENT.
11. CONTRACTOR SHALL BE REQUIRED TO KEEP A RECORD OF ALL INSPECTIONS AND MAINTENANCE ON SITE WITH THE STORM WATER POLLUTION PREVENTION PLAN.



KEYED NOTES



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**The John Walden
Clubhouse**

Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

March 12, 2019

EROSION CONTROL PLAN

C204



Know what's below.
Call before you dig.

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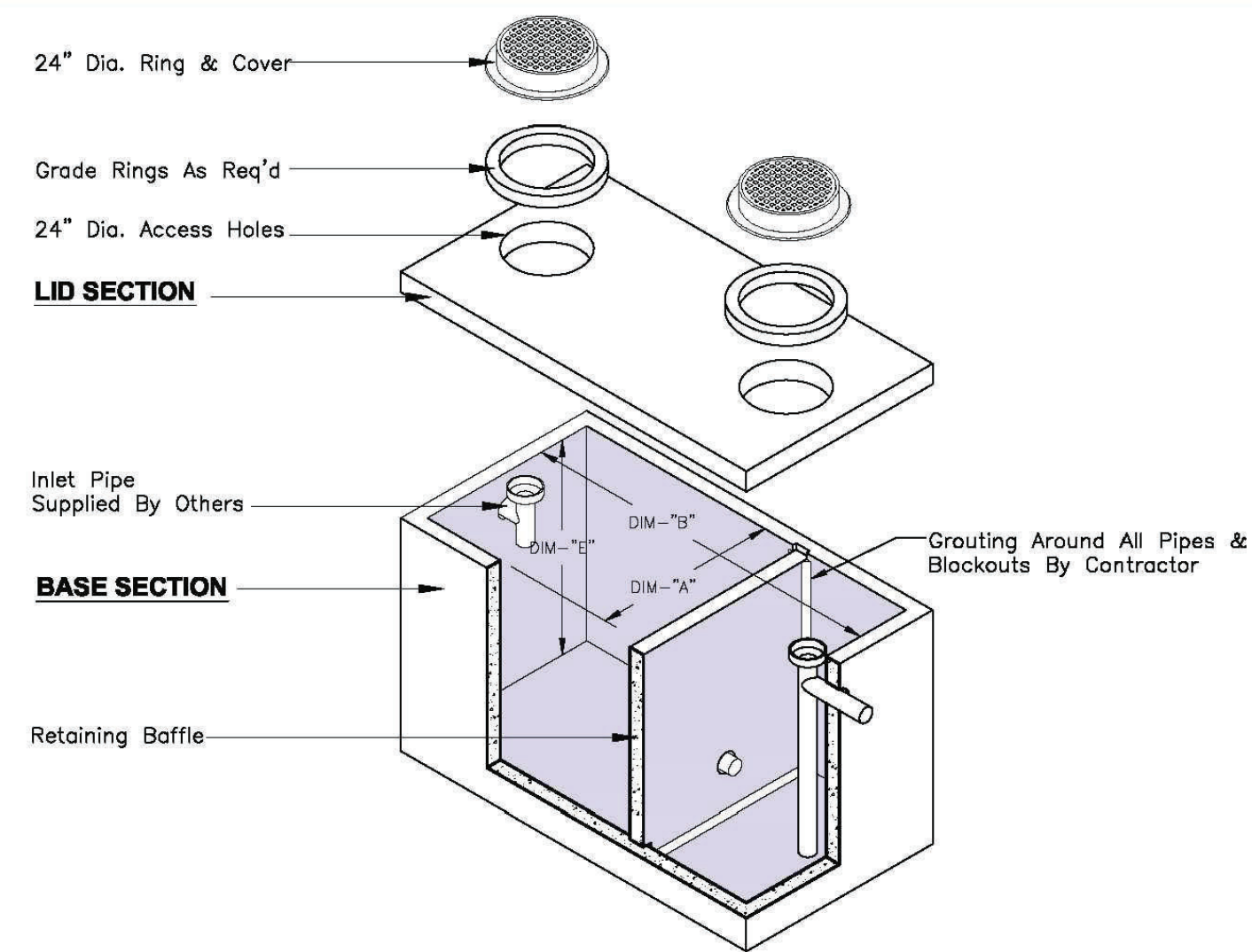
Water

Single Grease Interceptor
Model: SGI-Standard



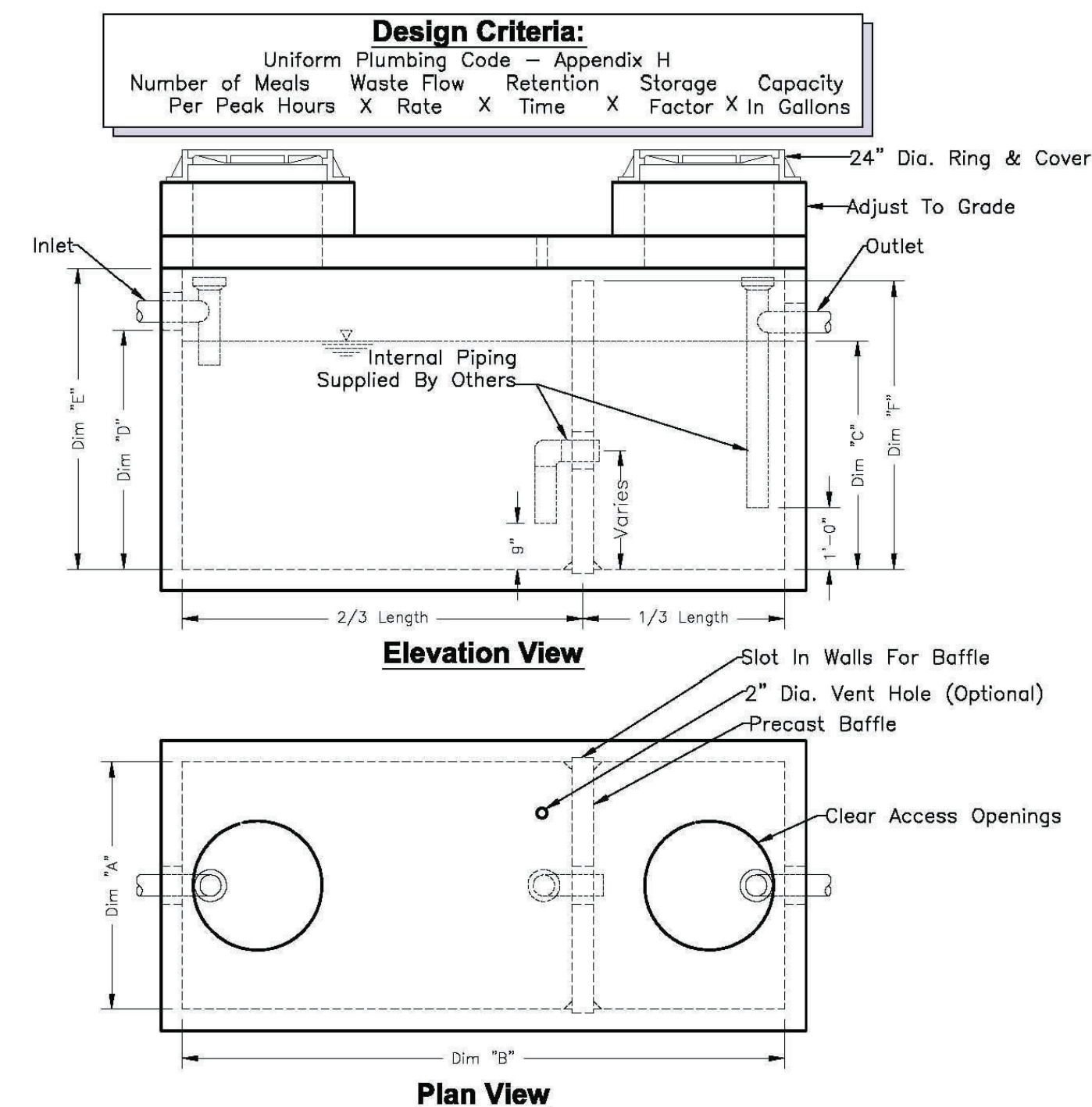
Water

Single Grease Interceptor
Model: SGI-Standard



GALLON CAPACITY	MODEL No.	DIM "A"	DIM "B"	WATER DEPTH DIM "C"	DIM "D"	DIM "E"	DIM "F"	WEIGHT
320	463-GI	4'-0"	6'-0"	2'-0"	2'-2"	3'-0"	2'-10"	7,535
500	4113-G	4'-0"	11'-0"	2'-0"	2'-2"	3'-0"	2'-10"	11,831
750	4114-G	4'-0"	11'-0"	2'-6"	2'-8"	4'-0"	3'-10"	14,031
1000	4116-GS	4'-0"	11'-0"	3'-0"	3'-2"	4'-0"	3'-10"	16,031
1250	4115-GS	4'-0"	11'-0"	4'-0"	4'-2"	5'-0"	4'-10"	16,431
1500	4116-G	4'-0"	11'-0"	5'-0"	5'-2"	6'-0"	5'-10"	18,831
1800	4118-GS	4'-0"	11'-0"	5'-6"	5'-8"	6'-6"	6'-10"	20,031
2000	4117-G	4'-0"	11'-0"	6'-0"	6'-2"	7'-0"	6'-10"	21,231
2500	8286-G	6'-0"	12'-0"	4'-6"	4'-8"	6'-0"	5'-10"	24,529
3000	8267-G	6'-0"	12'-6"	5'-6"	5'-8"	7'-0"	6'-10"	27,454
3500	11123-G	11'-0"	12'-0"	3'-8"	3'-10"	5'-0"	4'-10"	37,890
5000	11175-G	11'-0"	17'-0"	3'-8"	3'-10"	5'-0"	4'-10"	47,085
5500	11176-G	11'-0"	17'-0"	5'-1"	4'-2"	5'-8"	5'-7"	51,451
6000	11195-G	11'-0"	18'-0"	4'-0"	4'-2"	5'-8"	5'-7"	55,897
7000	12225-G	11'-0"	22'-0"	4'-0"	4'-2"	5'-0"	4'-10"	45,883
8000	12226-G	11'-0"	22'-0"	4'-8"	4'-8"	5'-8"	5'-7"	62,566
9000	12176-G	11'-0"	27'-0"	4'-0"	4'-2"	5'-8"	5'-7"	73,680
10000	12126-G	11'-0"	29'-0"	4'-8"	4'-8"	5'-8"	5'-7"	78,128
11000	13348-G	11'-0"	34'-0"	4'-0"	4'-2"	5'-8"	5'-7"	89,241

FOR THIS SITE—



- Notes:**
1. Concrete: 28 Day Compressive Strength $f'_c = 4500$ psi
 2. Rebar: ASTM A-615 Grade 60
 3. Mesh: ASTM A-185 Grade 65
 4. Design: ACI-318-02 Building Code
ASTM C-857 "Minimum Structural Design
Loading For Underground Precast Concrete
Utility Structures"
 5. Loads: H-20 Truck Wheel w/ 30% Impact Per AASHTO
 6. Fill w/ Clean Water Prior To Start-Up System
 7. Monitor for Leaks & Supply & Install All Piping & Sampling Tees
 8. Gray Water Only.

Great Plains West Region

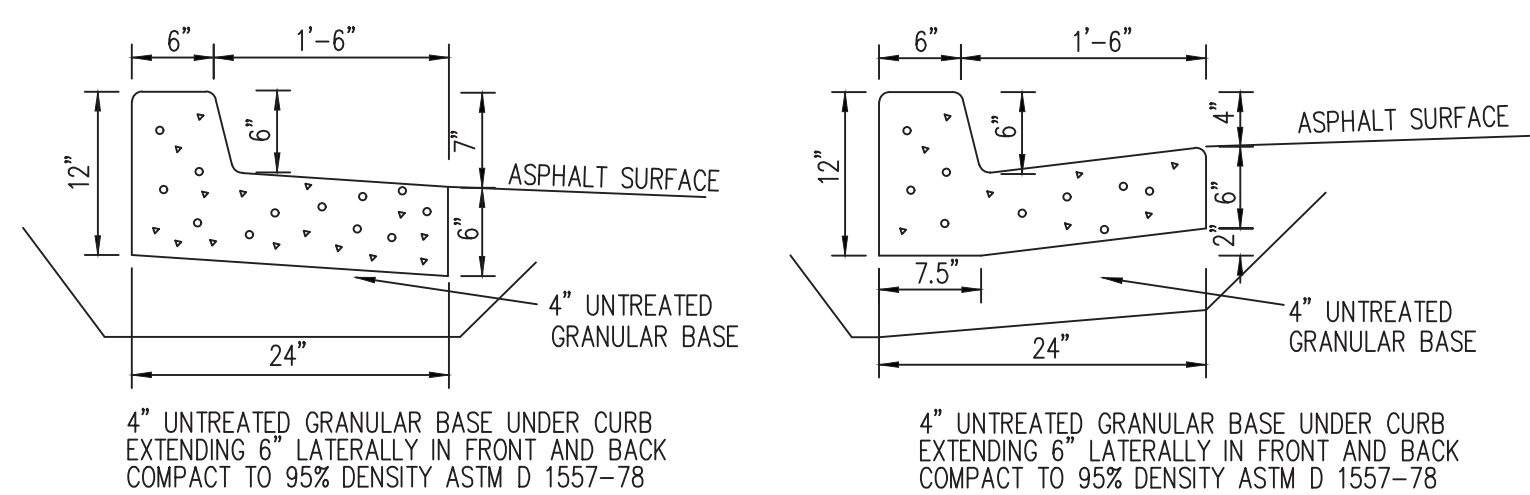
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Great Plains West Region

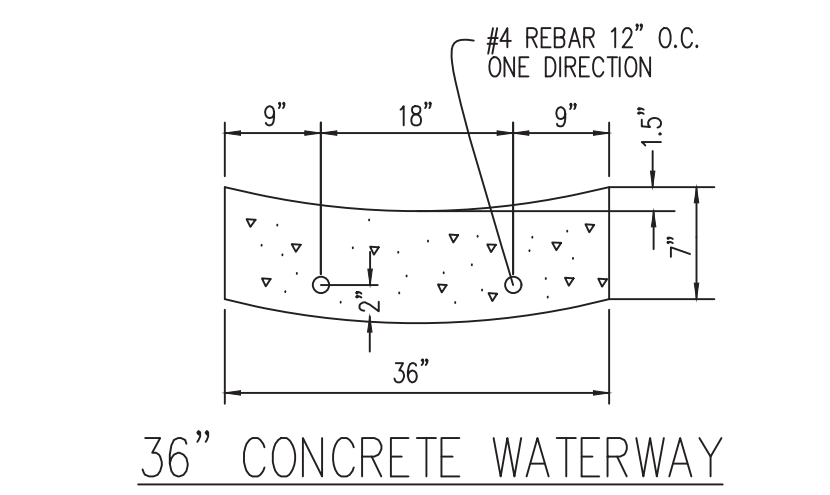
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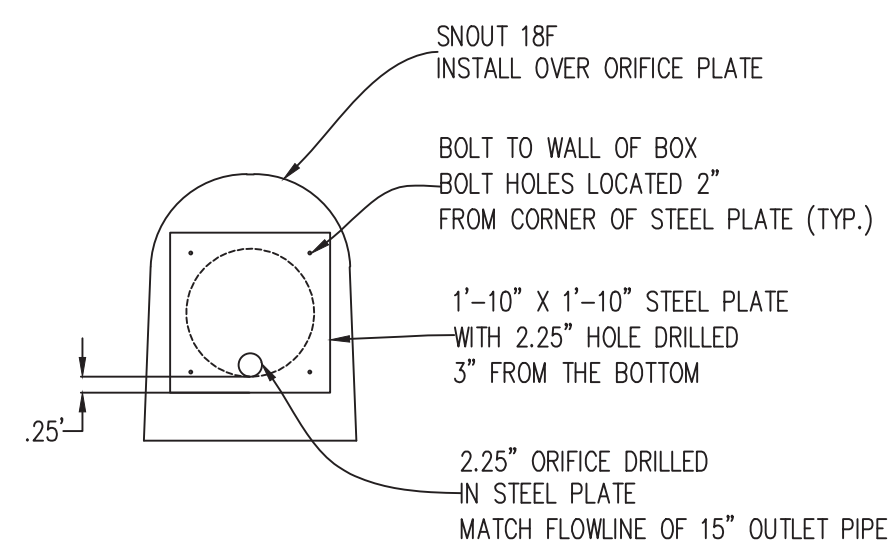
SPILL CURB
NOT TO SCALE

CARRY CURB
NOT TO SCALE

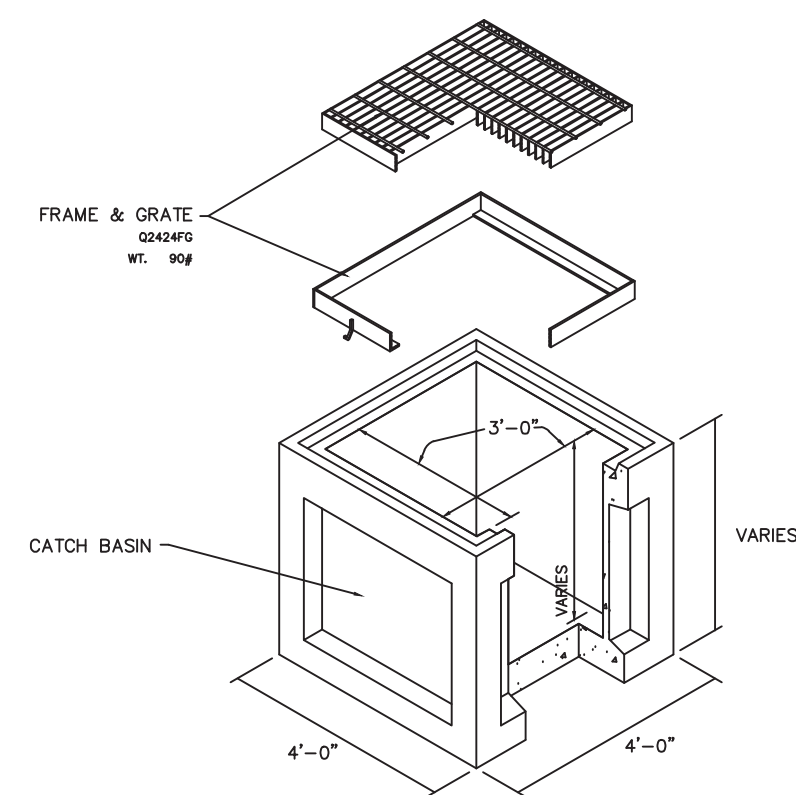


36" CONCRETE WATERWAY

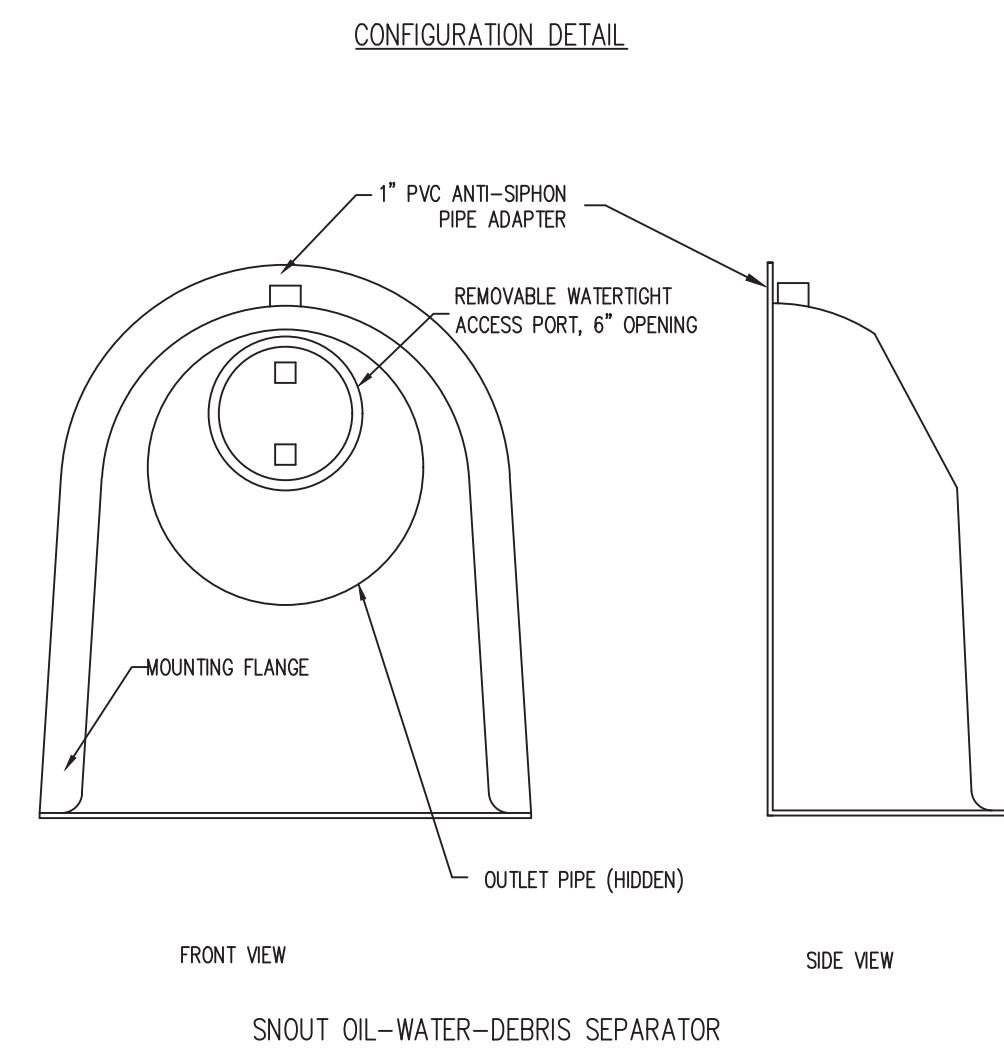
NOTE: USE 2" STEEL CHAIR SUPPORTS 18" O.C. FOR SPECIFIED REBAR.



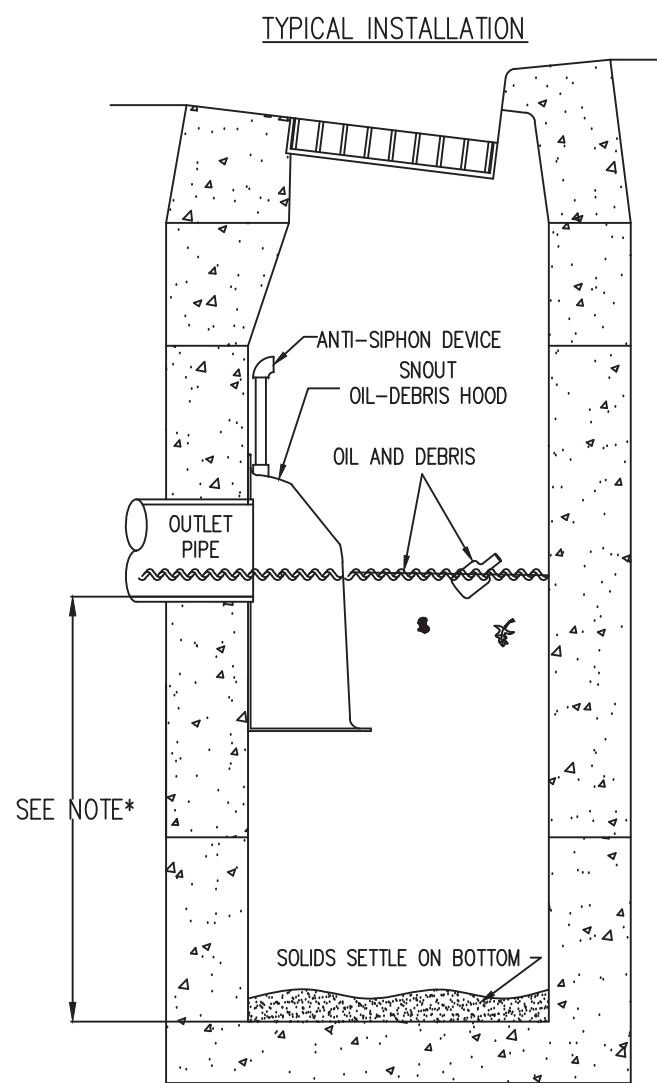
ORIFICE PLATE INSTALLATION DETAIL



3'X3' BOX DETAIL



SNOUT OIL-WATER-DEBRIS SEPARATOR

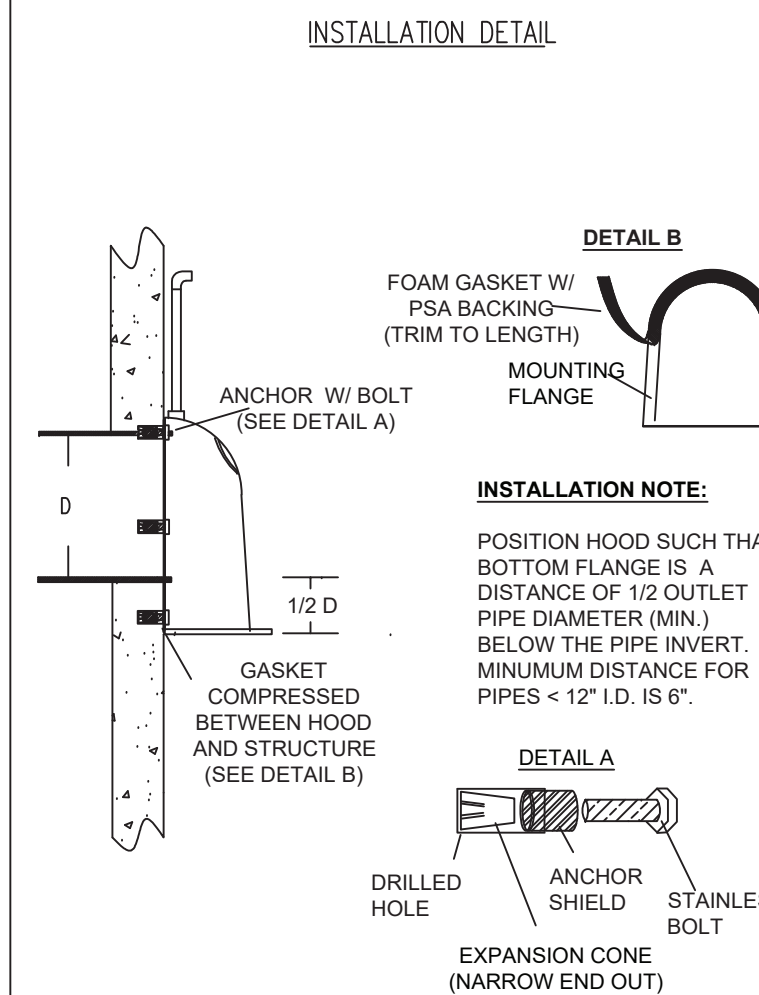


*NOTE- SUMP DEPTH OF 36" MIN. FOR $\leq 12"$ DIAM. OUTLET. FOR OUTLETS $\geq 15"$, DEPTH = 2.5-3X DIAM.

NOTES:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE AS MANUFACTURED BY:
BEST MANAGEMENT PRODUCTS, INC.
53 MT. ARCHER RD.
LYME, CT 06031
(860) 434-0277, (860) 434-3195 FAX
TOLL FREE: (800) 504-8008 OR (888) 354-7585
WEB SITE: www.bestmp.com
OR PRE-APPROVED EQUIP.
2. ALL HOODS SHOULD BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH 150 GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER'S RECOMMENDATION.
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <2" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 24" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEE INSTALLATION DETAIL)
9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT.
INSTALLATION KIT SHALL INCLUDE:
A. INSTALLATION INSTRUCTIONS
B. PVC ANTI-SIPHON VENT PIPE AND ADAPTER
C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
D. 3/8" STAINLESS STEEL BOLTS
E. ANCHOR SHIELDS

US Patent # 6126817



HOOD SPECIFICATION FOR
CATCH BASINS AND
WATER QUALITY STRUCTURES

DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD	09/08/00	NONE
SPECIFICATION AND INSTALLATION (TYPICAL)	DRAWING NUMBER SP-SN	

SNOUT DETAIL



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The John Walden Clubhouse

Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

March 12, 2019

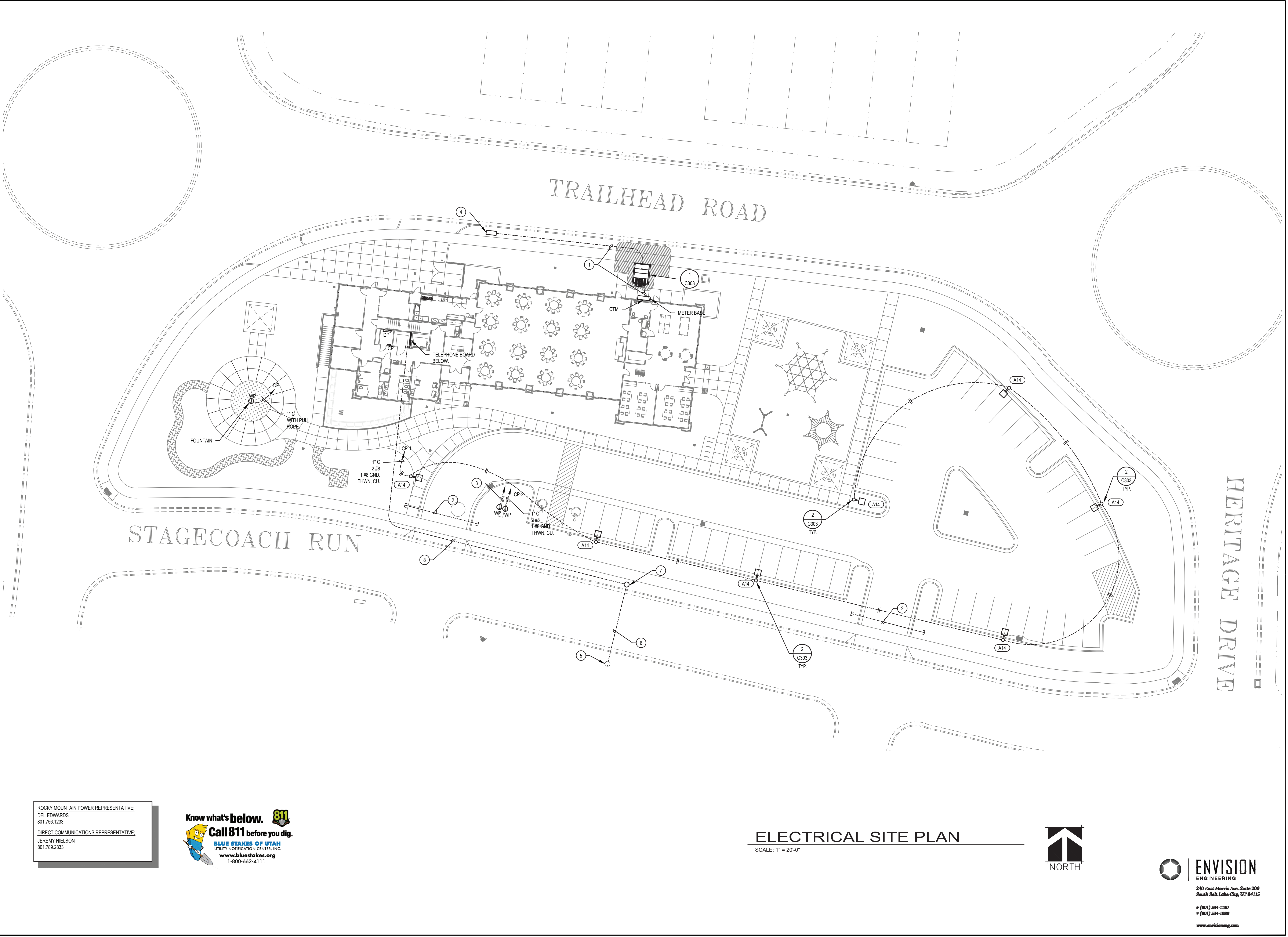
DETAIL SHEET

C206

CIVIL ENGINEER:



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KEYED NOTES #

1. SEE ONE-LINE DIAGRAM FOR CONDUIT AND CONDUCTOR REQUIREMENTS.
2. TWO (2) 4" CONDUIT SLEEVES.
3. EXTEND A 1" CONDUIT WITH PULL ROPE TO THE TELEPHONE BOARD FOR DATA TO MONUMENT SIGN. CONFIRM EXACT SIGN LOCATION WITH THE OWNER PRIOR TO ANY ROUGH-IN. TERMINATE CONDUIT AT THE TELEPHONE BOARD AND WITHIN THE SIGN WITH NYLON BUSHINGS.
4. NEW ROCKY MOUNTAIN POWER GROUND SLEEVE. CONFIRM EXACT LOCATION WITH ROCKY MOUNTAIN POWER PRIOR TO ANY WORK BEING DONE.
5. EXISTING DIRECT COMMUNICATIONS IN-GRADE JUNCTION BOX. CONTRACTOR TO FIELD VERIFY EXACT LOCATION WITH DIRECT COMMUNICATIONS.
6. EXTEND A 4" CONDUIT WITH PULL ROPE ACROSS ROAD TO NEW IN-GRADE JUNCTION BOX. BORE ACROSS ROAD TO NEW IN-GRADE JUNCTION BOX LOCATION. COORDINATE ALL UTILITIES IN ROAD PRIOR TO BORING. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO COST TO THE OWNER OR CITY.
7. DIRECT COMMUNICATIONS IN-GRADE JUNCTION BOX. JUNCTION BOX IS FURNISHED AND INSTALLED BY DIRECT COMMUNICATIONS. COORDINATE ALL WORK WITH DIRECT COMMUNICATIONS.
8. EXTEND A 2" CONDUIT WITH PULL ROPE FROM THE IN-GRADE JUNCTION BOX TO THE TELEPHONE BOARD IN THE BASEMENT. UTILIZE LONG SWEEP ELBOWS TO COMPLY WITH FIBER OPTIC CABLE BENDING RADIUS REQUIREMENTS.

UTILITY REQUIREMENTS

1. BURY CONDUITS PER UTILITY REQUIREMENTS. REFER TO SHEET C303 FOR TYPICAL TRENCHING REQUIREMENTS.
2. VERIFY AND COMPLY WITH ALL ROCKY MOUNTAIN POWER AND DIRECT COMM REQUIREMENTS.
3. INCLUDE IN BID ALL LINE EXTENSION FEES, UNDERGROUND FEES, AND ALL MISC. FEES CHARGED BY ROCKY MOUNTAIN POWER AND DIRECT COMM.

UTILITY COORDINATION

THE ELECTRICAL CONTRACTOR SHALL COORDINATE AND VERIFY ALL REQUIREMENTS AND LOCATIONS TO EXTEND CONDUITS FOR UTILITY USE WITHIN 2 WEEKS OF THE CONTRACT AWARD. THE CONTRACTOR SHALL NOT ROUGH-IN ANY CONDUITS UNTIL THE UTILITY COORDINATION IS COMPLETE AND ALL LOCATIONS ARE KNOWN. THE CONTRACTOR SHALL PROVIDE TO THE ARCHITECT AND ENGINEER A WRITTEN, SIGNED STATEMENT, INCLUDING A SKETCH OF LOCATIONS, FROM THE UTILITY COMPANY NOTIFYING THEM THAT THEY HAVE COORDINATED AND VERIFIED ALL REQUIREMENTS. IF THE CONTRACTOR DOES NOT COORDINATE AND VERIFY THE REQUIREMENTS WITH THE UTILITIES OR PROVIDE A WRITTEN STATEMENT FROM THE UTILITY COMPANY TO THE ARCHITECT AND ENGINEER ALL CHANGES DUE TO LACK OF COORDINATION WILL BE DONE AT NO ADDITIONAL EXPENSE TO THE OWNER.



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The John Walden Clubhouse

Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

February 4, 2019

ELECTRICAL SITE PLAN

C301

ROCKY MOUNTAIN POWER REPRESENTATIVE:
DEL EDWARDS
801.756.1233
DIRECT COMMUNICATIONS REPRESENTATIVE:
JEREMY NIELSON
801.789.2833



ELECTRICAL SITE PLAN

SCALE: 1" = 20'-0"

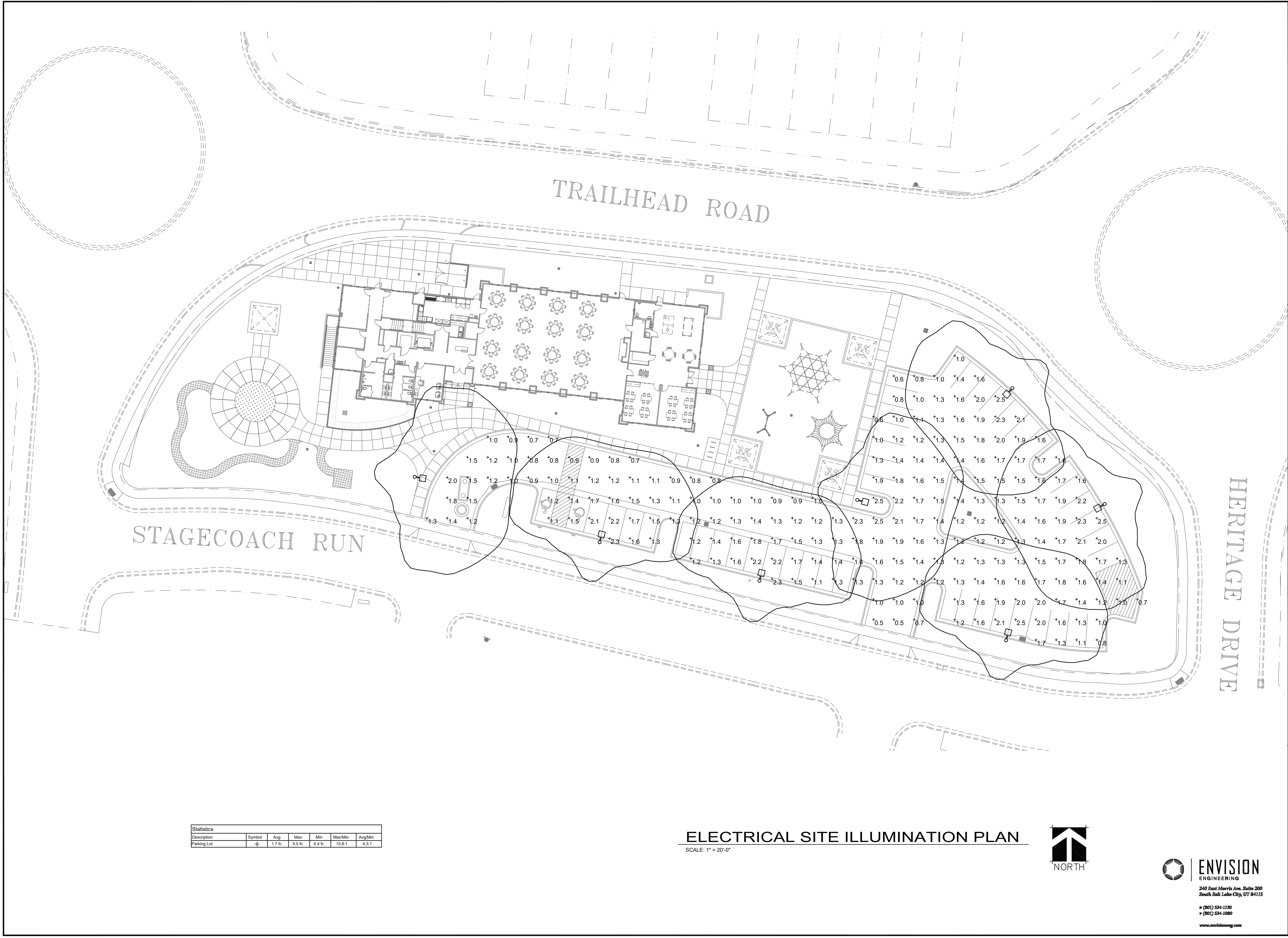


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ENGINEERING

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South Salt Lake City, UT 84115

P (801) 534-1130
F (801) 534-1080

www.envisioneng.com



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Lot	+	1.7 fc	5.5 fc	0.4 fc	13.8:1	4.3:1

ELECTRICAL SITE ILLUMINATION PLAN
SCALE: 1" = 20'-0"



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Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

February 4, 2019

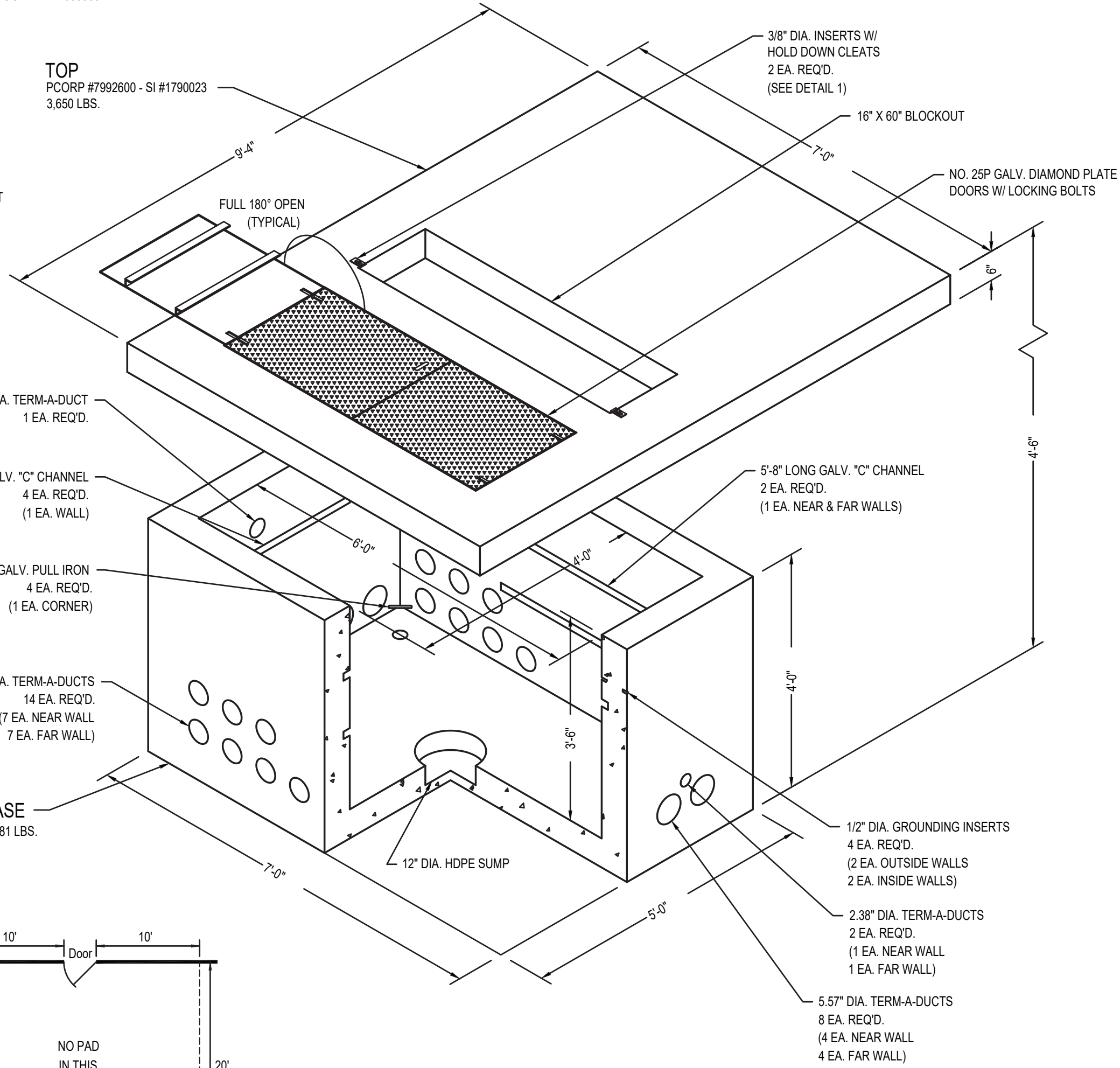
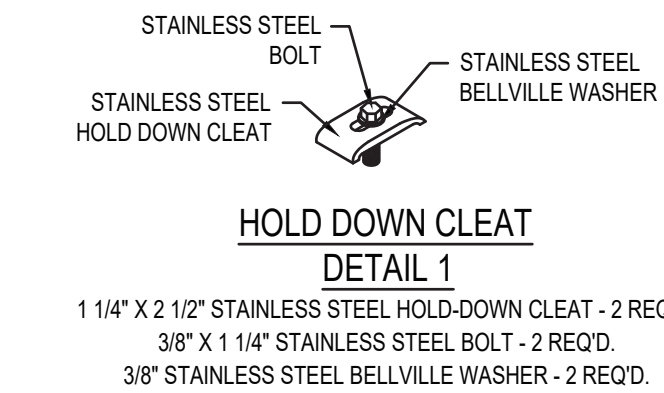
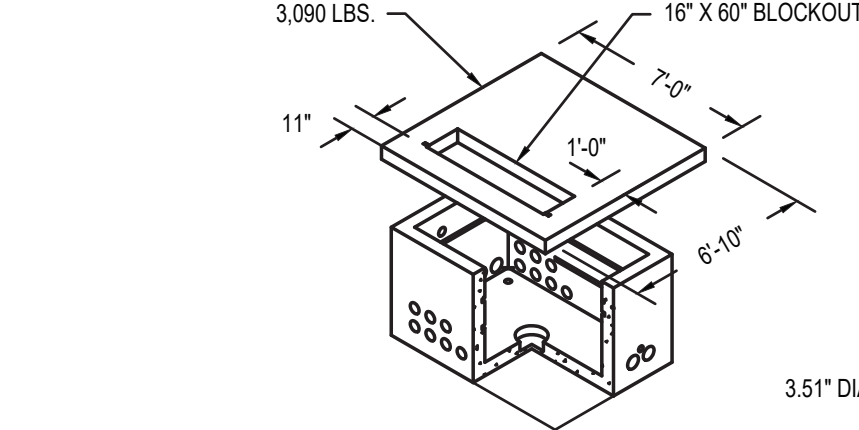
ELECTRICAL SITE ILLUMINATION PLAN

C302

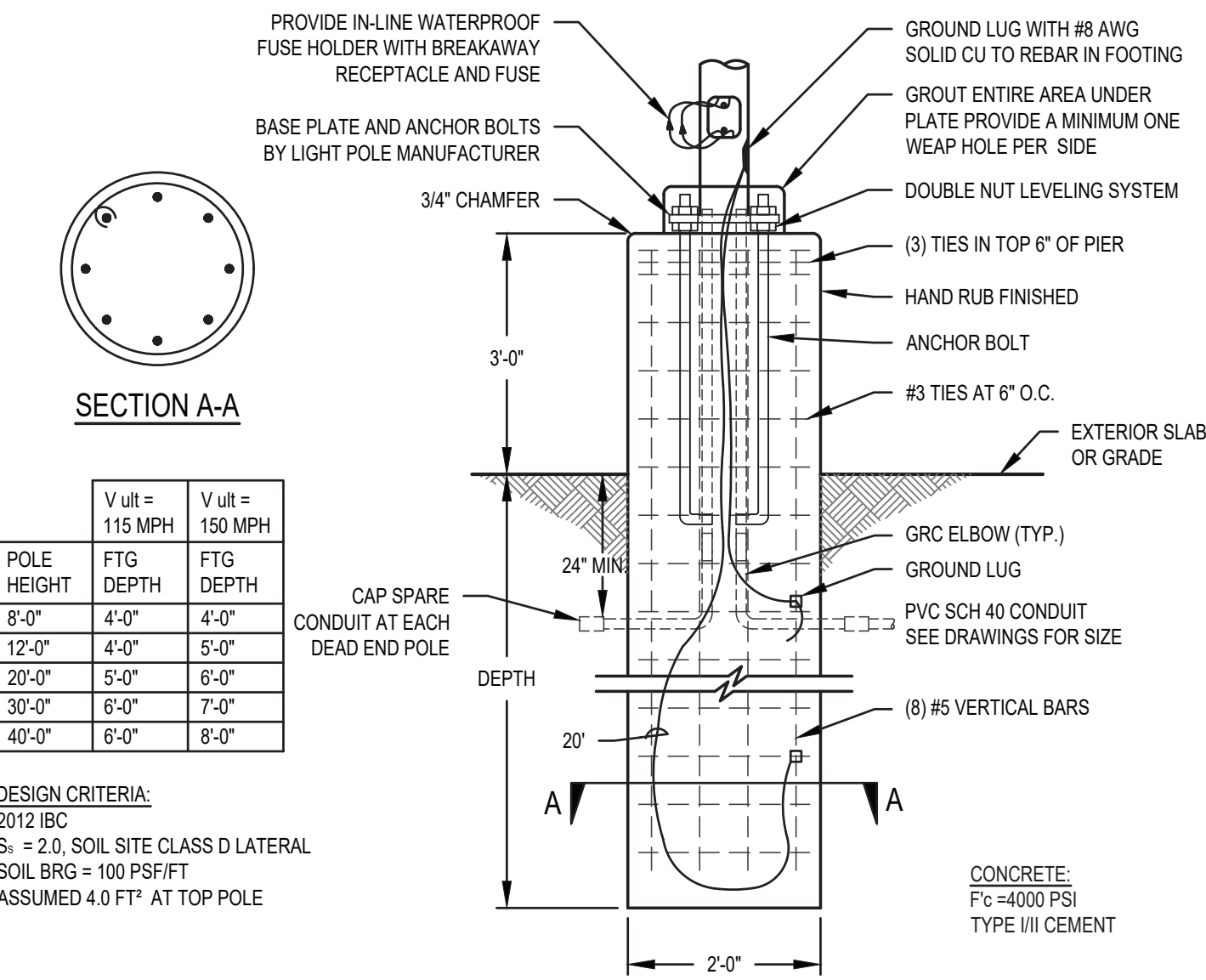
2.4 - 25KV, 3-PHASE TRANSFORMER PAD/VAULT WITH ACCESS, STOCK ITEM 7992600 - STOCK ITEM 1790023
2.4 - 25KV, 3-PHASE TRANSFORMER PAD/VAULT WITHOUT ACCESS, STOCK ITEM 7992601 - STOCK ITEM 1790024
2.4 - 25KV, 3-PHASE TRANSFORMER PAD, STOCK ITEM 1790021
35KV, 3-PHASE TRANSFORMER PAD/VAULT WITH ACCESS, STOCK ITEM 7992602 - STOCK ITEM 1008977
35KV, 3-PHASE TRANSFORMER PAD/VAULT WITHOUT ACCESS, STOCK ITEM 7992603 - STOCK ITEM 1008975
35KV, 3-PHASE TRANSFORMER PAD, STOCK ITEM 1008968

OPTIONAL TOPS

2.4 - 25KV, 3-PHASE TRANSFORMER PAD/VAULT WITHOUT ACCESS
PCORP #7992601 - SI #1790024
2.4 - 25KV, 3-PHASE TRANSFORMER PAD ONLY (NO BASE)
PCORP #1790021



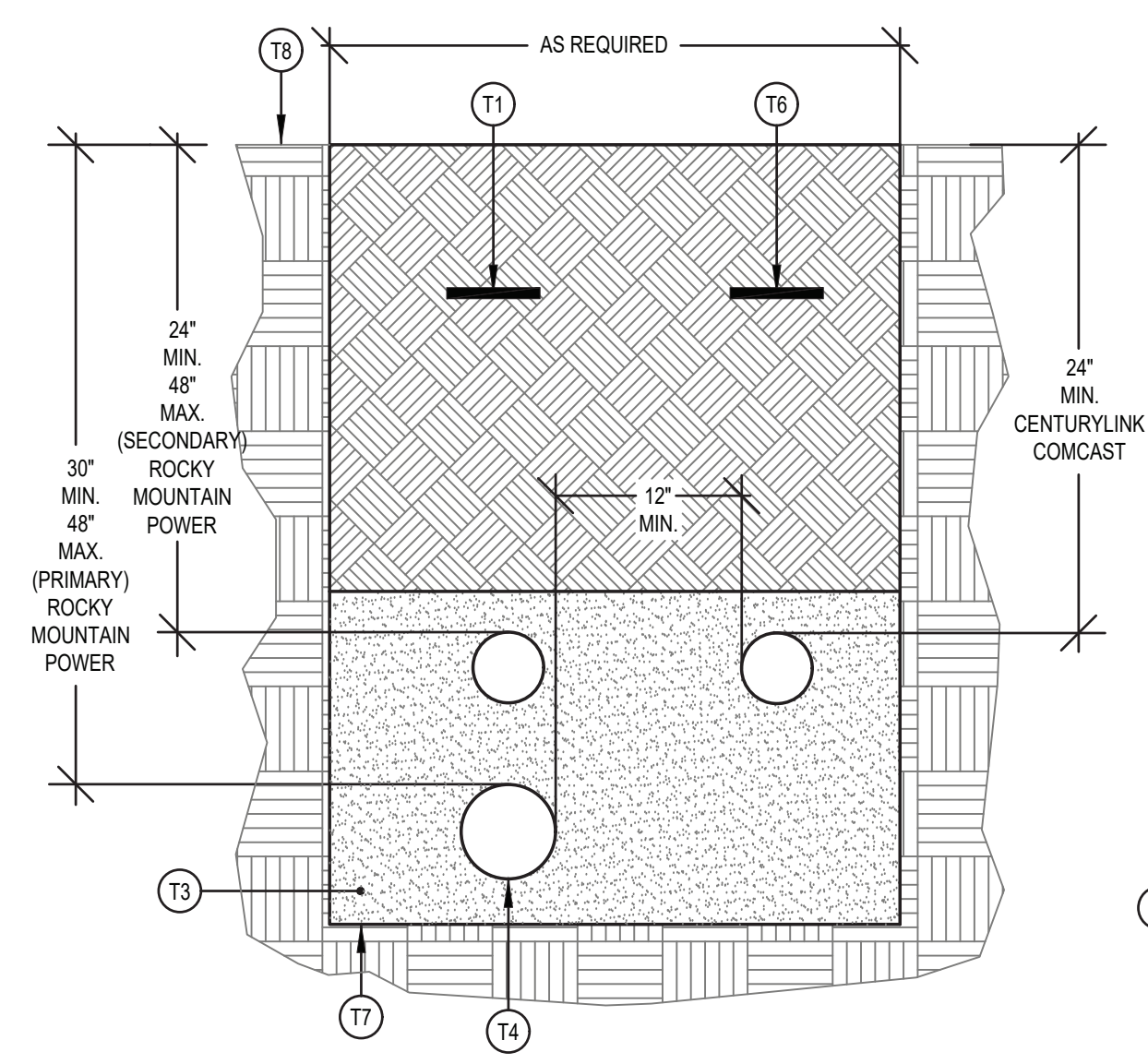
1 ROCKY MOUNTAIN POWER TRANSFORMER PAD VAULT DETAIL
SCALE: NONE



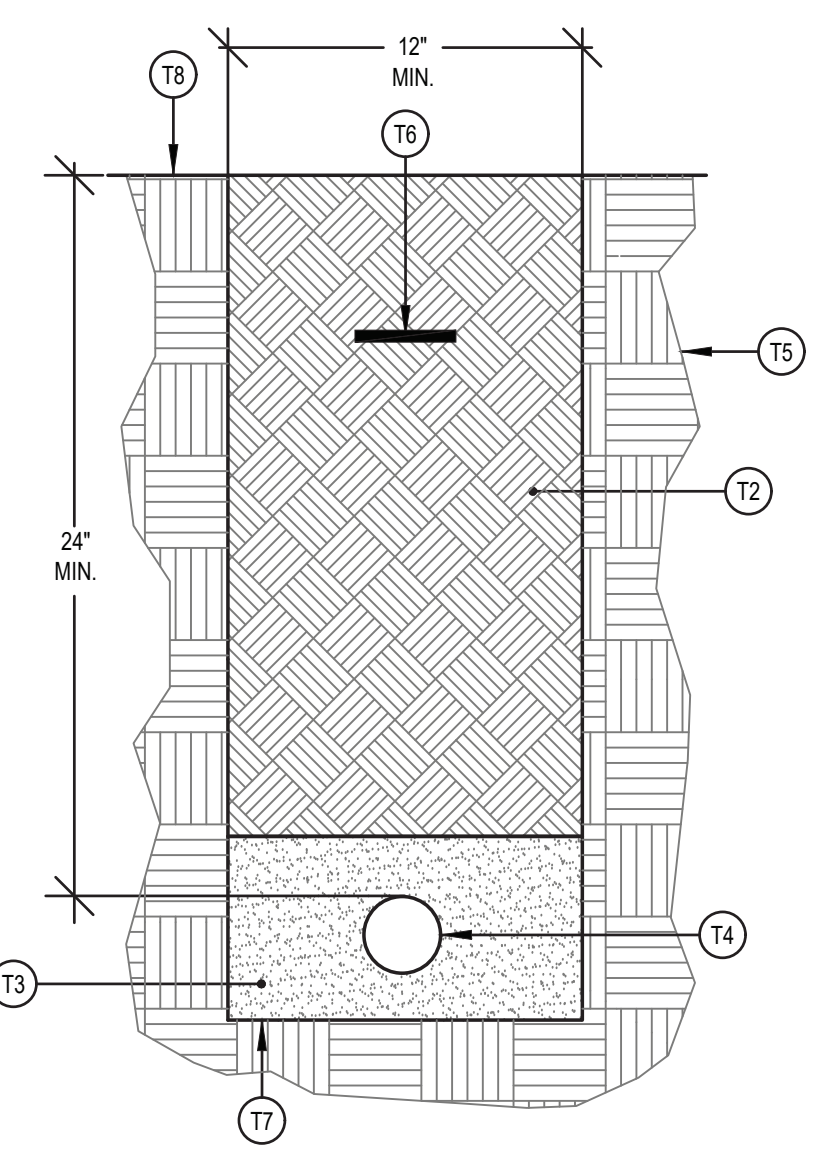
POLE HEIGHT	FTG DEPTH	FTG DEPTH
8'-0"	4'-0"	4'-0"
12'-0"	4'-0"	5'-0"
20'-0"	5'-0"	6'-0"
30'-0"	6'-0"	7'-0"
40'-0"	6'-0"	8'-0"

DESIGN CRITERIA:
2012 IBC
S_h = 2.0, SOIL SITE CLASS D LATERAL
SOIL BRG = 100 PSF/FT
ASSUMED 4.0 FT' AT TOP POLE

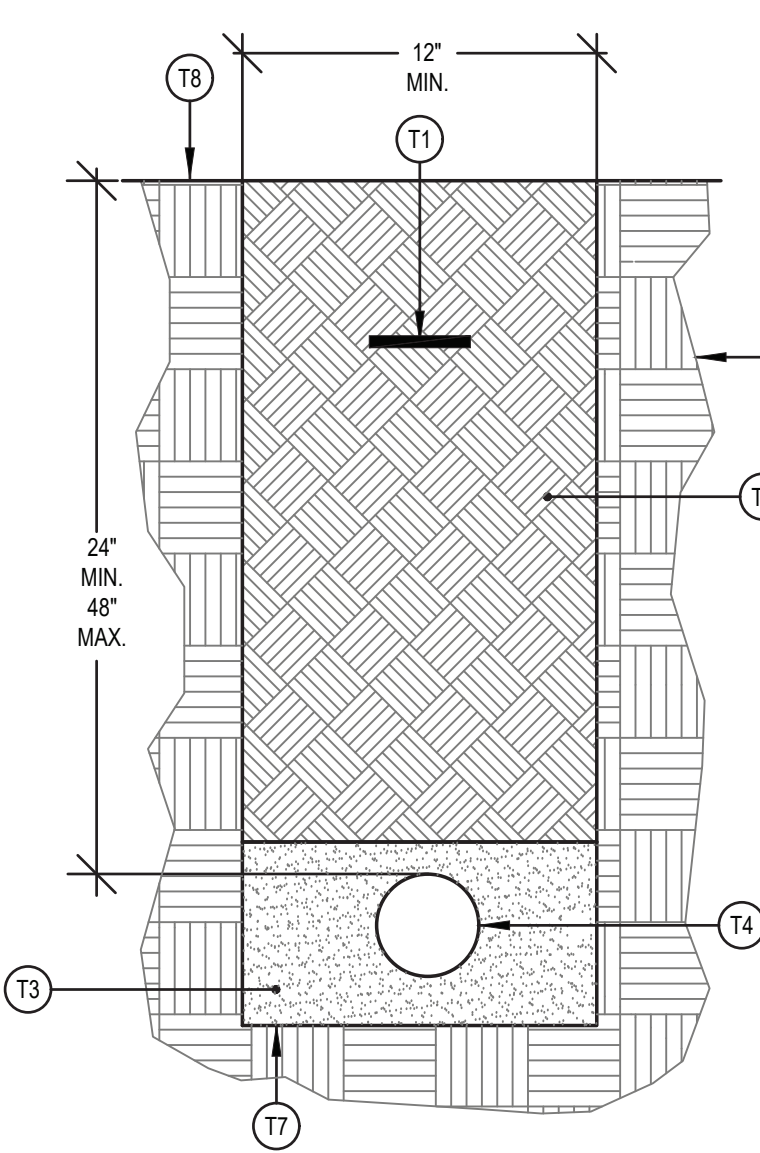
2 BOLTED LIGHT POLE BASE DETAIL - PARKING AREA
SCALE: NONE



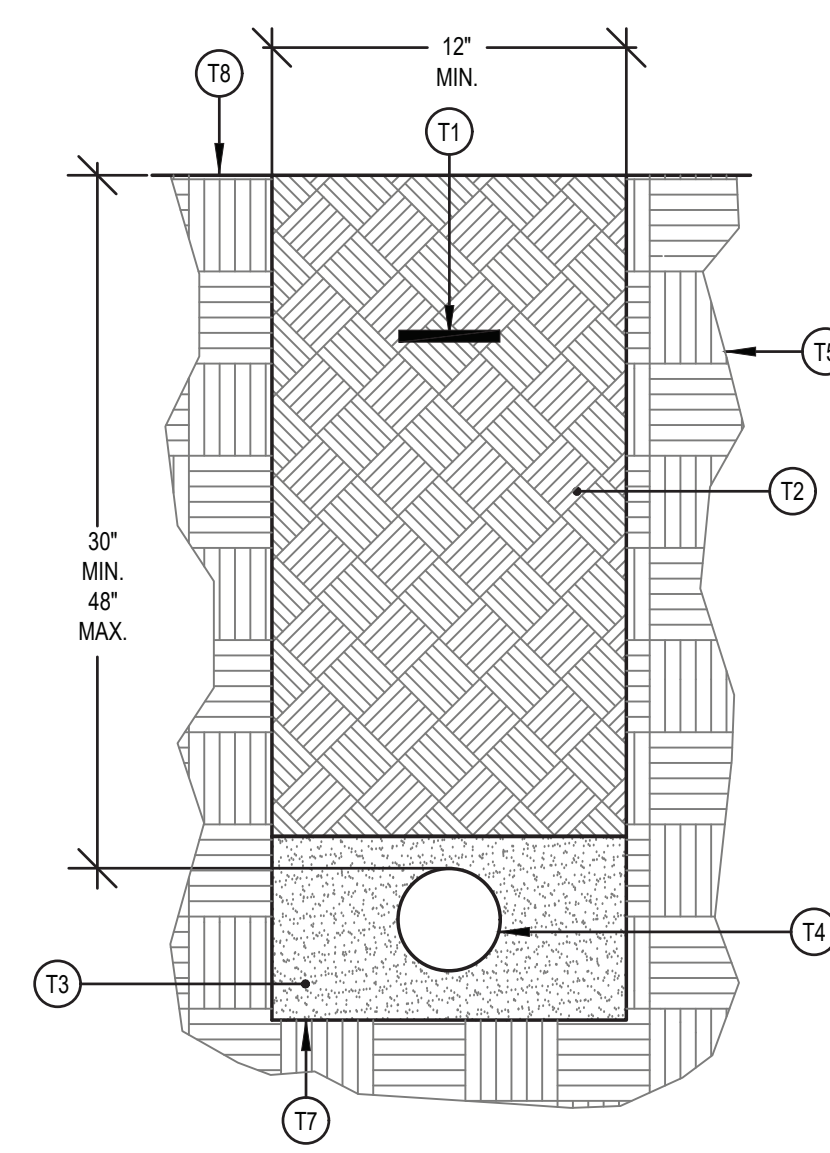
6 TRENCH DETAIL - JOINT USE
SCALE: NONE
ROCKY MOUNTAIN POWER / CENTURYLINK / COMCAST (JOINT USE)



5 TRENCH DETAIL
SCALE: NONE
CENTURYLINK / COMCAST



4 TRENCH DETAIL
SCALE: NONE
ROCKY MOUNTAIN POWER (SECONDARY POWER)



3 TRENCH DETAIL
SCALE: NONE
ROCKY MOUNTAIN POWER (PRIMARY POWER)

TRENCHING KEYED NOTES: 1F

1. MARKER TAPE WITH TRACER WIRE LABELED, "CAUTION BURIED ELECTRIC CONDUITS BELOW" DIRECTLY OVER POWER CONDUITS 6" MINIMUM BELOW GRADE.
2. CLEAN BACKFILL CONTAINING NO ROCKS LARGER THAN 4" DIA.
3. BACKFILL MATERIAL WITHIN 4" TO 6" OF CONDUIT SHALL PASS THROUGH A 3/4" SIEVE FRAME OR SAND WITHOUT ANY SHARP OR FOREIGN OBJECTS.
4. ALL CONDUITS SHOWN SHALL BE SCHEDULE 40 PVC.
5. UNDISTURBED EARTH.
6. MARKER TAPE WITH TRACER WIRE LABELED, "CAUTION BURIED DATA/COMMUNICATION CONDUIT BELOW" DIRECTLY OVER DATA/COMM CONDUITS.
7. TRENCHES SHALL BE A UNIFORM DEPTH FOR ENTIRE LENGTH OF TRENCH SO CONDUITS CAN SIT FLAT (HORIZONTAL) WITH THE GROUND.
8. FINISHED GRADE.

TRENCHING GENERAL NOTES:

1. PROVIDE PULL 1/4" NYLON ROPES IN ALL CONDUITS.
2. HORIZONTAL AND VERTICAL SEPARATION BETWEEN CONDUIT SHALL BE MAINTAINED BY INSTALLING HIGH IMPACT SPACERS WITH HORIZONTAL INTERVALS OF EIGHT FEET.
3. ALL MARKER TAPE SHALL CONTAIN #10 TRACER WIRE.
4. REFER TO THE ROCKY MOUNTAIN POWER SIX STATE ESR FOR ADDITIONAL INFORMATION.
5. VERIFY ALL REQUIREMENTS WITH CENTURYLINK AND COMCAST PRIOR TO TRENCHING.



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The John Walden Clubhouse

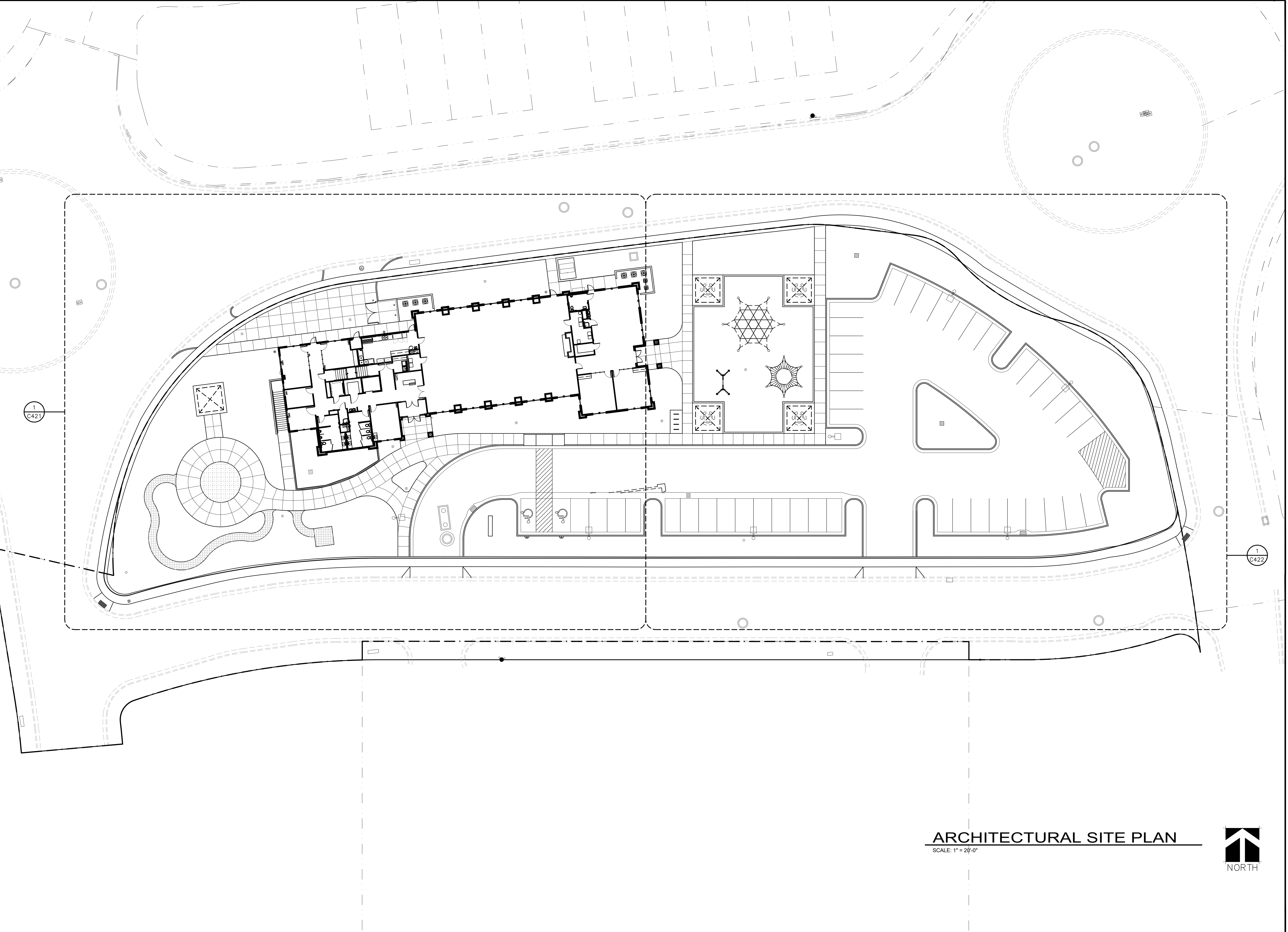
Stagecoach Run
Eagle Mountain, Utah

Project Number: 17-45

February 4, 2019

ELECTRICAL SITE PLAN DETAILS

C303

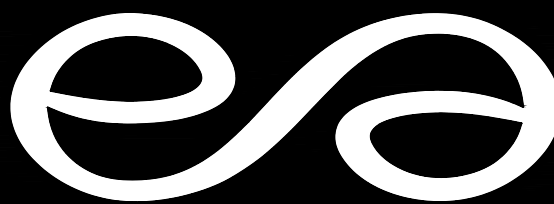
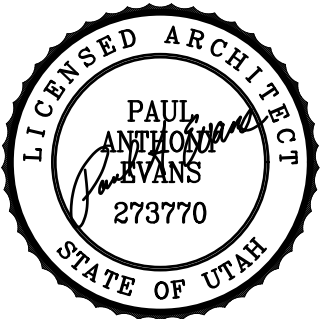


ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"



- GENERAL NOTES
1. CONCRETE RADII ARE 4'-0" UNLESS NOTED OTHERWISE
 2. COORDINATE ALL SITE WORK WITH ALL OTHER CONTRACT DOCUMENTS
 3. ALL APPLICABLE ELEMENTS OF THE AMERICAN'S WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO
 4. ALL NOTED ITEMS ARE NEW UNLESS NOTED OTHERWISE
 5. THE CONTRACTOR SHALL PROVIDE A 6 FOOT HIGH CHAINLINK TEMPORARY FENCE AROUND THE PERIMETER OF THE SITE FOR THE DURATION OF THE CONSTRUCTION
 6. EXPANSION JOINT MATERIAL SHALL BE RECESSED 1/4" WHERE SEALANT IS NOT APPLIED, AND 1/2" WHERE SEALANT IS APPLIED.
 7. EXTERIOR CONCRETE - USE 4,500 PSI. MINIMUM IF EXPOSED TO FREEZING AND/OR DE-ICERS, 4,000 PSI. MINIMUM OTHERWISE.
 8. CONTRACTOR TO INSTALL EXPANSION AND CONTRACTION JOINTS AS REQUIRED PER THE SPECIFICATIONS.
 9. ALL AGGREGATES SHALL SATISFY ASTM AND DEPARTMENT OF TRANSPORTATION STRENGTH AND DURABILITY REQUIREMENTS. GRANITE AGGREGATES ARE PREFERRED BUT HIGH QUALITY LIMESTONE AGGREGATES ARE ACCEPTABLE. SEE SPECIFICATION



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John Walden
Clubhouse

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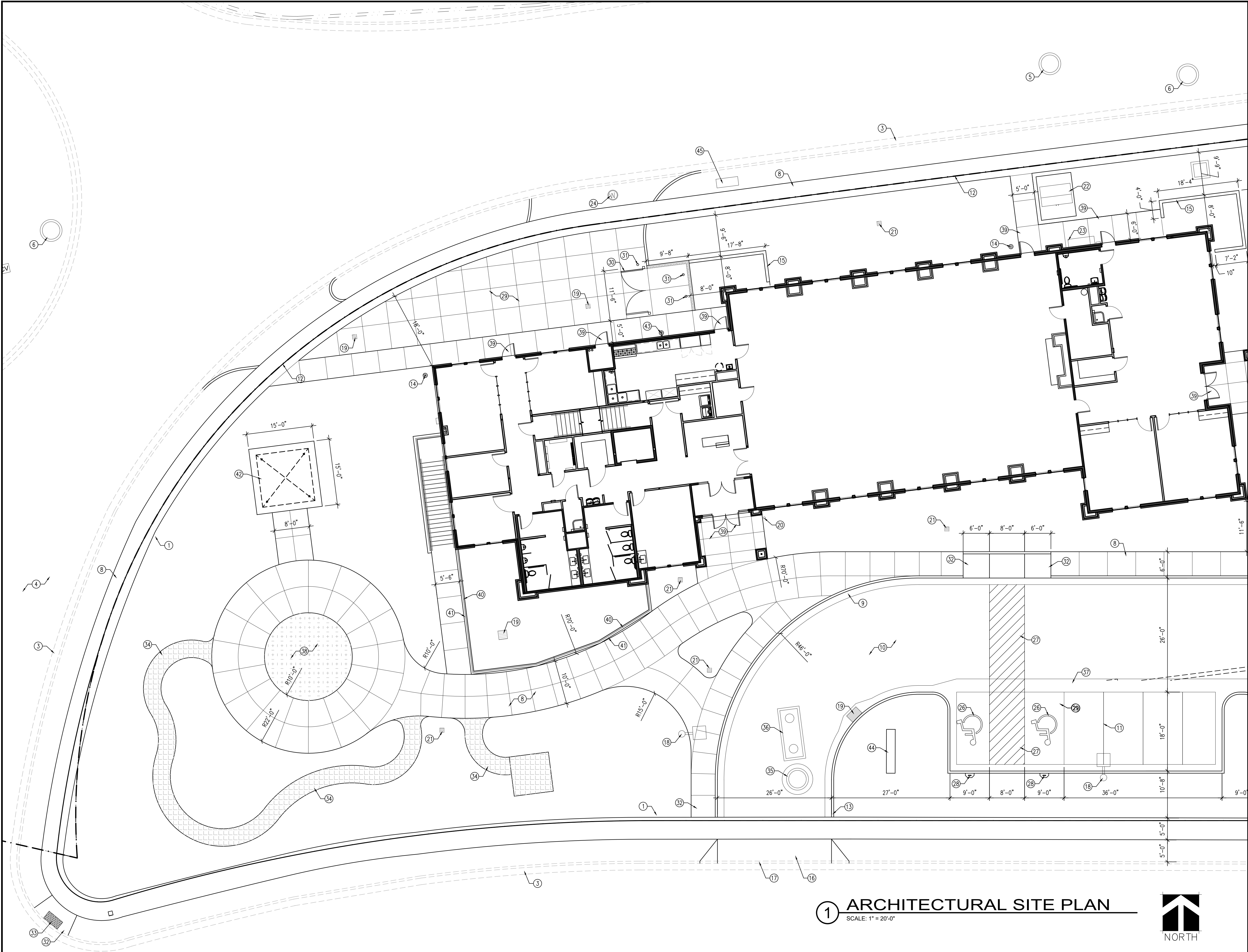
Project Number: 17-45

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July 1, 2019 - Permit Set

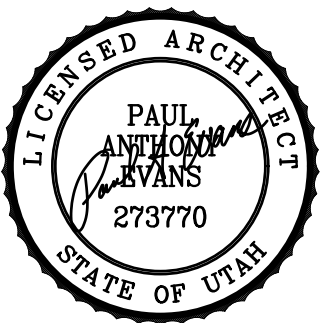
ARCHITECTURAL SITE PLAN

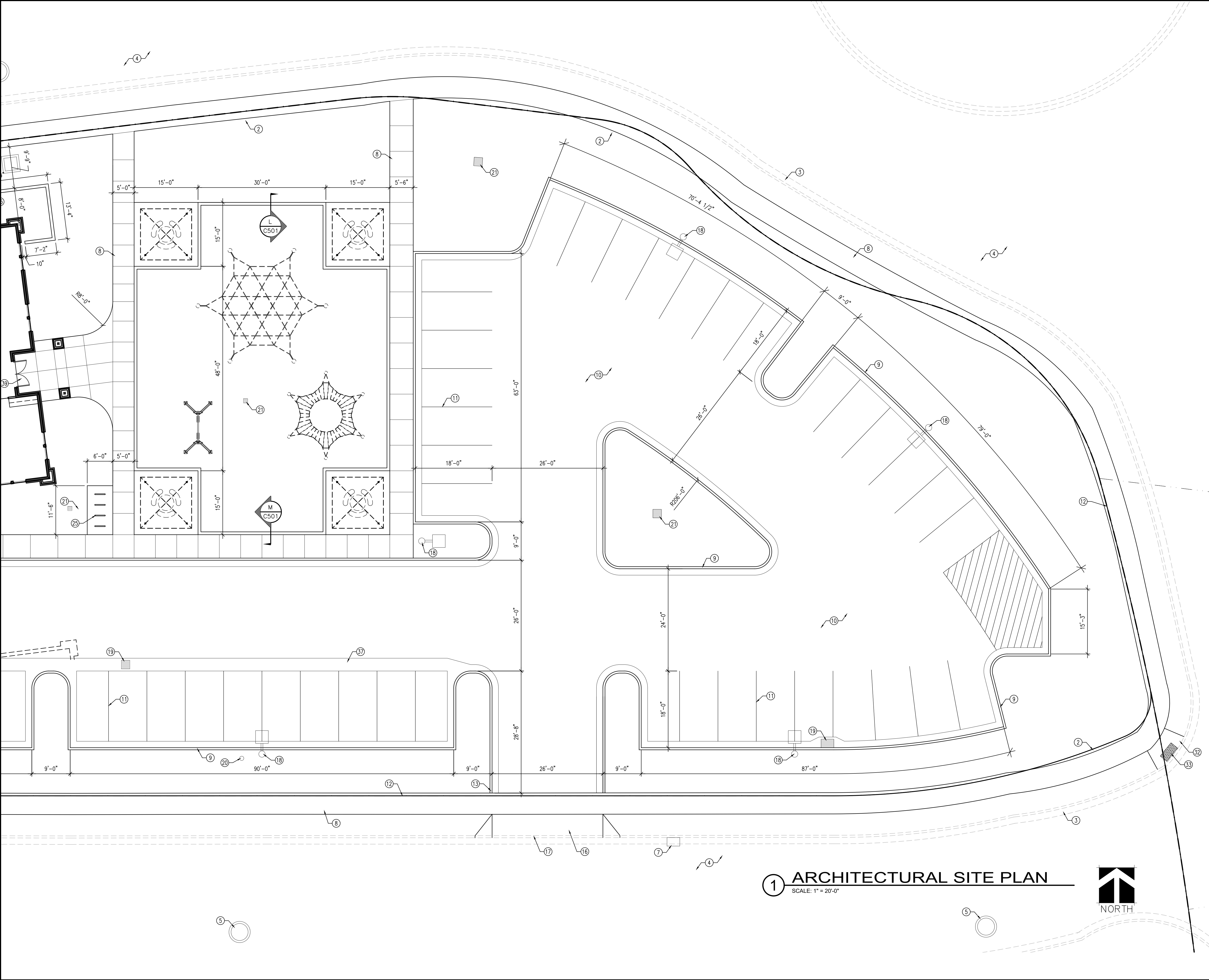
C401



1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"



KEYED NOTES	GENERAL NOTES
1. 6'-0" HIGH WROUGHT IRON FENCE 2. 6'-0" HIGH WROUGHT IRON FENCE WITH 12" WIDE CONCRETE MOW STRIP 3. EXISTING CONCRETE CURB AND GUTTER TO REMAIN, PROTECT DURING CONSTRUCTION 4. EXISTING ASPHALT PAVEMENT TO REMAIN, PROTECT DURING CONSTRUCTION 5. EXISTING SANITARY SEWER MANHOLE TO REMAIN, PROTECT DURING CONSTRUCTION 6. EXISTING STORM DRAIN MANHOLE TO REMAIN, PROTECT DURING CONSTRUCTION 7. EXISTING STORM DRAIN CATCH BASIN TO REMAIN, PROTECT DURING CONSTRUCTION 8. CONCRETE SIDEWALK, SEE H/C501 9. CONCRETE CURB AND GUTTER, SEE C6 10. ASPHALT PAVEMENT, SEE C/C501 11. 4" WIDE PAINTED PARKING STRIPS, TYPICAL 12. PROPERTY LINE 13. TAPER CONCRETE CURB TO ASPHALT LEVEL AT DRIVE ENTRANCES, SEE E/C501, TYPICAL 14. DOWNSPOUT CATCH BASIN AT THE BOTTOM OF RAIN CHAIN, SEE GRADING AND DRAINAGE PLAN 15. MECHANICAL ENCLOSURE 16. CONCRETE DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS 17. SAWCUT EXISTING CONCRETE CURB DOWN FOR NEW CONCRETE DRIVE APPROACH 18. LIGHT POLE, SEE ELECTRICAL 19. CATCH BASIN, SEE GRADING AND DRAINAGE PLAN 20. CLEAN OUT TO GRADE, SEE 3/P501 AND UTILITY PLAN 21. YARD DRAIN, SEE GRADING AND DRAINAGE PLAN 22. TRANSFORMER, SEE ELECTRICAL 23. MAIN DISTRIBUTION PANEL, SEE ELECTRICAL 24. WATER METER, SEE UTILITY PLAN 25. (4) BICYCLE RACKS WITH CONCRETE PAD, RACKS TO BE SET 2'-6" BETWEEN RACKS, SEE K/C501 26. PAINTED ACCESSIBLE PARKING SYMBOL 27. PAINTED ACCESSIBLE AISLE 28. VAN ACCESSIBLE ADA PARKING SIGNAGE WITH CONCRETE APRON, SEE A/C501 29. CONCRETE PAVEMENT, SEE D/C501 30. METAL DUMPSTER ENCLOSURE GATE, SEE A/C601 31. BOLLARD, SEE F/C501 32. ADA RAMP 33. DETECTABLE WARNING PANEL 34. STAMPED AND COLORED CONCRETE SIDEWALK 35. SANITARY SEWER SAMPLING MANHOLE WITH 12" CONCRETE COLLAR, SEE UTILITY PLAN 36. SANITARY SEWER GREASE INTERCEPTOR, SEE UTILITY PLAN 37. CONCRETE WATERWAY, SEE GRADING AND DRAINAGE PLAN AND C206 38. WATER FEATURE 39. CONCRETE ENTRY, SEE B/C501 40. CONCRETE RETAINING WALL, SEE STRUCTURAL 41. 3'-6" HIGH METAL GUARDRAIL 42. GAZEBO, OWNER PROVIDED AND INSTALLED 43. DOWNSPOUT CATCH BASIN AT THE BOTTOM OF METAL DOWNSPOUT, SEE GRADING AND DRAINAGE PLAN 44. MONUMENT SIGN 45. ROCKY MOUNTAIN GROUND SLEEVE, SEE ELECTRICAL	1. CONCRETE RADII ARE 4'-0" UNLESS NOTED OTHERWISE 2. COORDINATE ALL SITE WORK WITH ALL OTHER CONTRACT DOCUMENTS 3. ALL APPLICABLE ELEMENTS OF THE AMERICAN'S WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO 4. ALL NOTED ITEMS ARE NEW UNLESS NOTED OTHERWISE 5. THE CONTRACTOR SHALL PROVIDE A 6 FOOT HIGH CHAINLINK TEMPORARY FENCE AROUND THE PERIMETER OF THE SITE FOR THE DURATION OF THE CONSTRUCTION 6. EXPANSION JOINT MATERIAL SHALL BE RECESSED 1/4" WHERE SEALANT IS NOT APPLIED, AND 1/2" WHERE SEALANT IS APPLIED. 7. EXTERIOR CONCRETE - USE 4,500 PSI. MINIMUM IF EXPOSED TO FREEZING AND/OR DE-ICERS, 4,000 PSI. MINIMUM OTHERWISE. 8. CONTRACTOR TO INSTALL EXPANSION AND CONTRACTION JOINTS AS REQUIRED PER THE SPECIFICATIONS. 9. ALL AGGREGATES SHALL SATISFY ASTM AND DEPARTMENT OF TRANSPORTATION STRENGTH AND DURABILITY REQUIREMENTS. GRANITE AGGREGATES ARE PREFERRED BUT HIGH QUALITY LIMESTONE AGGREGATES ARE ACCEPTABLE. SEE SPECIFICATION
 evans + associates architecture 11576 south state street, suite 103b, draper, utah 84020 phone 801-553-8272 fax 801-553-8273	
John Walden Clubhouse 1645 East Stagecoach Run Eagle Mountain, Utah	
Project Number: 17-45	
October 10, 2017 - Concept Plans	
July 1, 2019 - Permit Set	
ENLARGED ARCHITECTURAL SITE PLAN	
C421	



KEYED NOTES
1. 6'-0" HIGH WROUGHT IRON FENCE
2. 6'-0" HIGH WROUGHT IRON FENCE WITH 12" WIDE CONCRETE MOW STRIP
3. EXISTING CONCRETE CURB AND GUTTER TO REMAIN, PROTECT DURING CONSTRUCTION
4. EXISTING ASPHALT PAVEMENT TO REMAIN, PROTECT DURING CONSTRUCTION
5. EXISTING SANITARY SEWER MANHOLE TO REMAIN, PROTECT DURING CONSTRUCTION
6. EXISTING STORM DRAIN MANHOLE TO REMAIN, PROTECT DURING CONSTRUCTION
7. EXISTING STORM DRAIN CATCH BASIN TO REMAIN, PROTECT DURING CONSTRUCTION
8. CONCRETE SIDEWALK, SEE H/C501
9. CONCRETE CURB AND GUTTER, SEE C6
10. ASPHALT PAVEMENT, SEE C/C501
11. 4" WIDE PAINTED PARKING STRIPS, TYPICAL
12. PROPERTY LINE
13. TAPER CONCRETE CURB TO ASPHALT LEVEL AT DRIVE ENTRANCES, SEE E/C501, TYPICAL
14. DOWNSPOUT CATCH BASIN AT THE BOTTOM OF RAIN CHAIN, SEE GRADING AND DRAINAGE PLAN
15. MECHANICAL ENCLOSURE
16. CONCRETE DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS
17. SAWCUT EXISTING CONCRETE CURB DOWN FOR NEW CONCRETE DRIVE APPROACH
18. LIGHT POLE, SEE ELECTRICAL
19. CATCH BASIN, SEE GRADING AND DRAINAGE PLAN
20. CLEAN OUT TO GRADE, SEE 3/P501 AND UTILITY PLAN
21. YARD DRAIN, SEE GRADING AND DRAINAGE PLAN
22. TRANSFORMER, SEE ELECTRICAL
23. MAIN DISTRIBUTION PANEL, SEE ELECTRICAL
24. WATER METER, SEE UTILITY PLAN
25. (4) BICYCLE RACKS WITH CONCRETE PAD, RACKS TO BE SET 2'-6" BETWEEN RACKS, SEE K/C501
26. PAINTED ACCESSIBLE PARKING SYMBOL
27. PAINTED ACCESSIBLE AISLE
28. VAN ACCESSIBLE ADA PARKING SIGNAGE WITH CONCRETE APRON, SEE A/C501
29. CONCRETE PAVEMENT, SEE D/C501
30. METAL DUMPSTER ENCLOSURE GATE, SEE A/C601
31. BOLLARD, SEE F/C501
32. ADA RAMP
33. DETECTABLE WARNING PANEL
34. STAMPED AND COLORED CONCRETE SIDEWALK
35. SANITARY SEWER SAMPLING MANHOLE WITH 12" CONCRETE COLLAR, SEE UTILITY PLAN
36. SANITARY SEWER GREASE INTERCEPTOR, SEE UTILITY PLAN
37. CONCRETE WATERWAY, SEE GRADING AND DRAINAGE PLAN AND C206
38. WATER FEATURE
39. CONCRETE ENTRY, SEE B/C501
40. CONCRETE RETAINING WALL, SEE STRUCTURAL
41. 3'-6" HIGH METAL GUARDRAIL
42. GAZEBO, OWNER PROVIDED AND INSTALLED
43. DOWNSPOUT CATCH BASIN AT THE BOTTOM OF METAL DOWNSPOUT, SEE GRADING AND DRAINAGE PLAN
44. MONUMENT SIGN
45. ROCKY MOUNTAIN GROUND SLEEVE, SEE ELECTRICAL

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Project Number: 17-45

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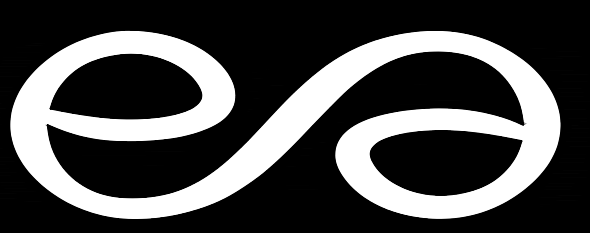
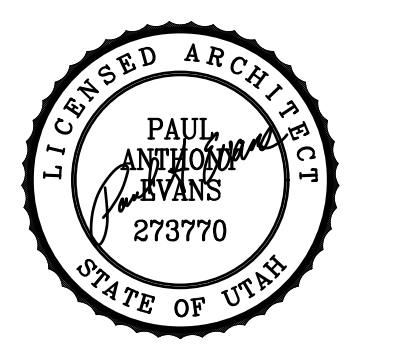
July 1, 2019 - Permit Set

ENLARGED ARCHITECTURAL SITE PLAN

C422



- ## GENERAL NOTES
1. SEE SITE PLAN FOR APRON, MOW STRIP AND SIDEWALK LOCATIONS AND WIDTHS.
 2. 2" PRIOR TO SOODING AND 4" IN PLANTING AREAS.
 3. EXPANSION JOINT MATERIAL SHALL BE RECESSE 1/4" WHERE SEALANT IS NOT APPLIED, AND 1/2" WHERE SEALANT IS APPLIED.
 4. EXTERIOR CONCRETE - USE 4,500 PSI. MINIMUM IF EXPOSED TO FREEZING AND/OR DE-ICERS, 4,000 PSI. MINIMUM OTHERWISE.
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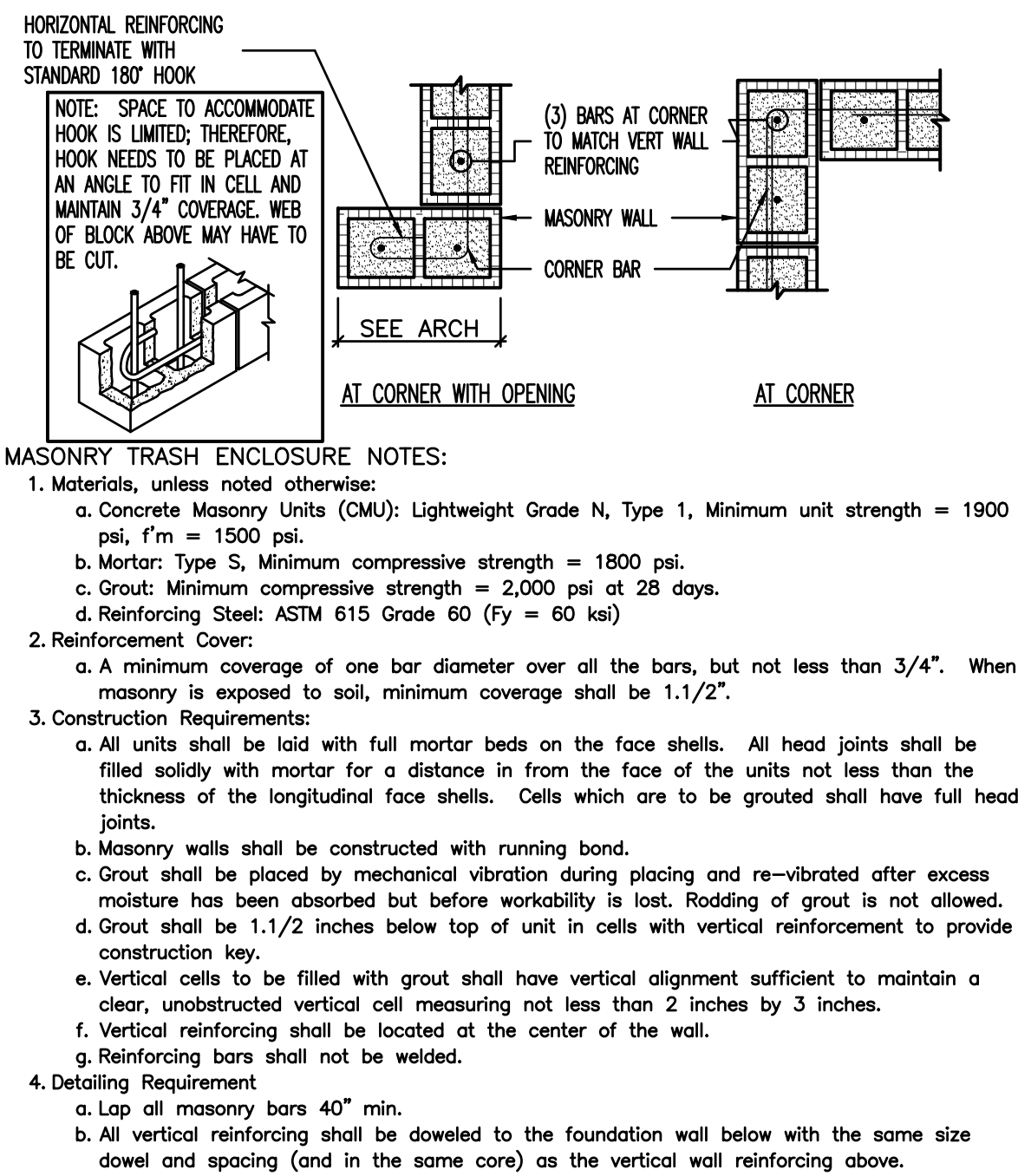
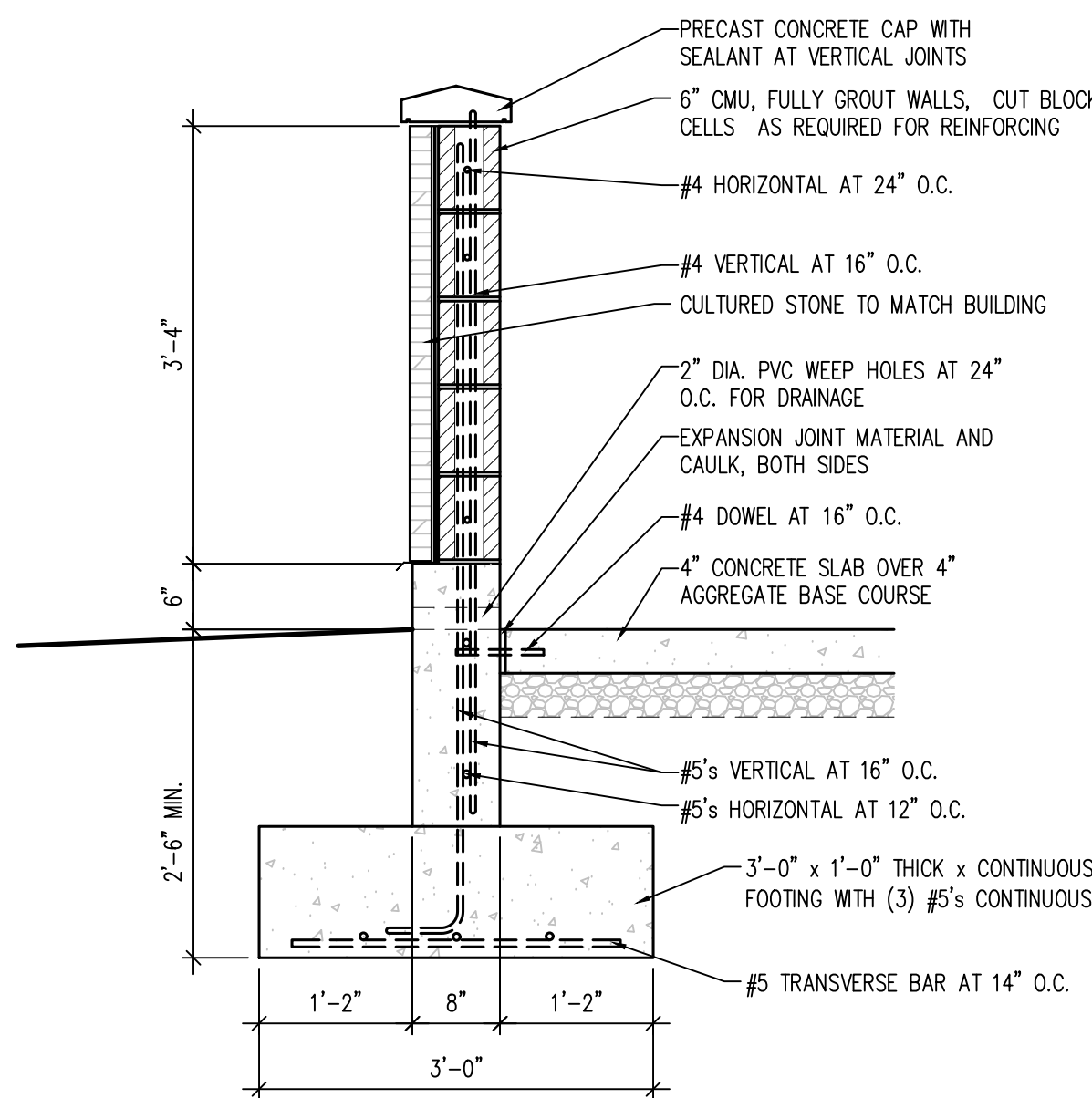
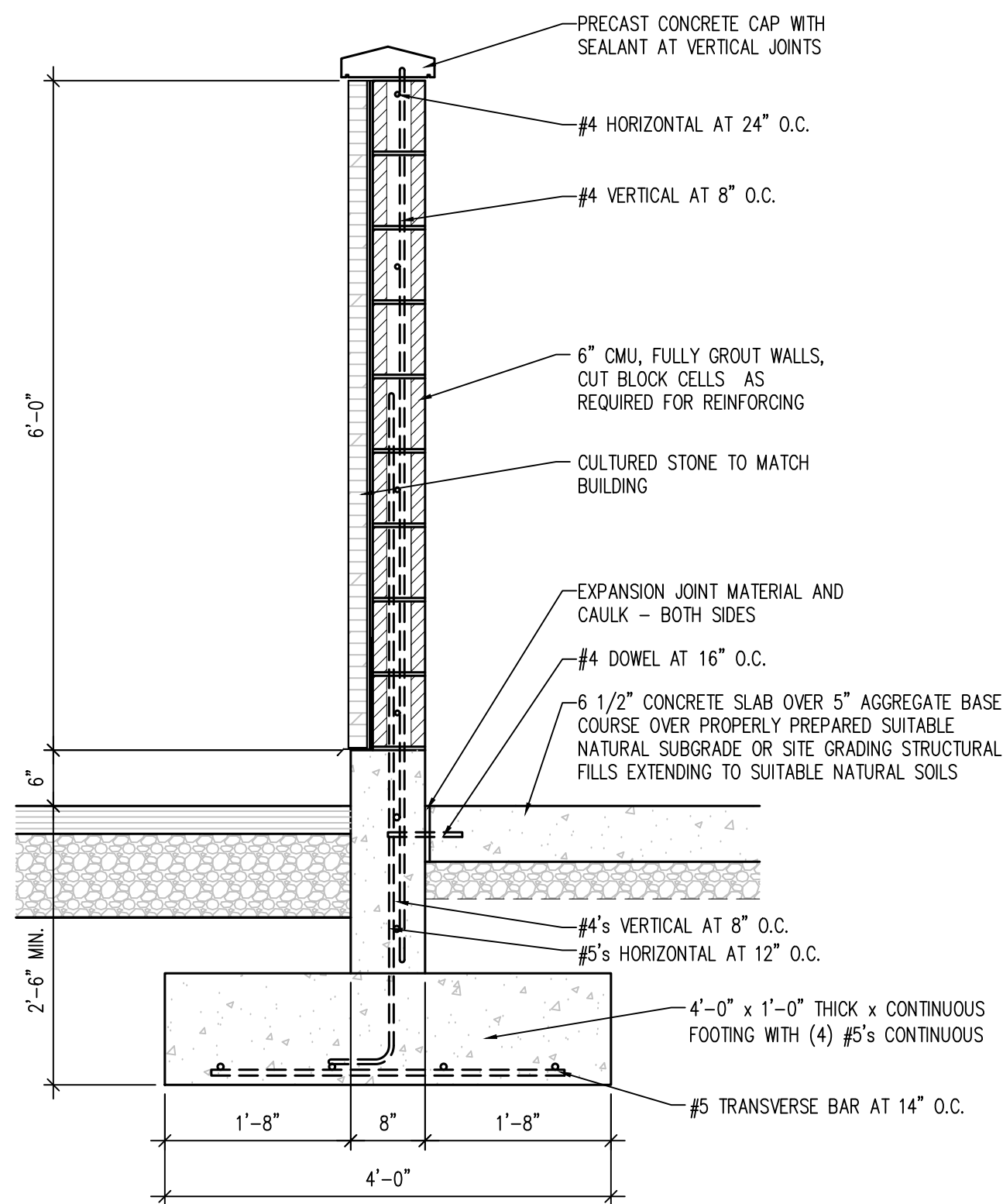
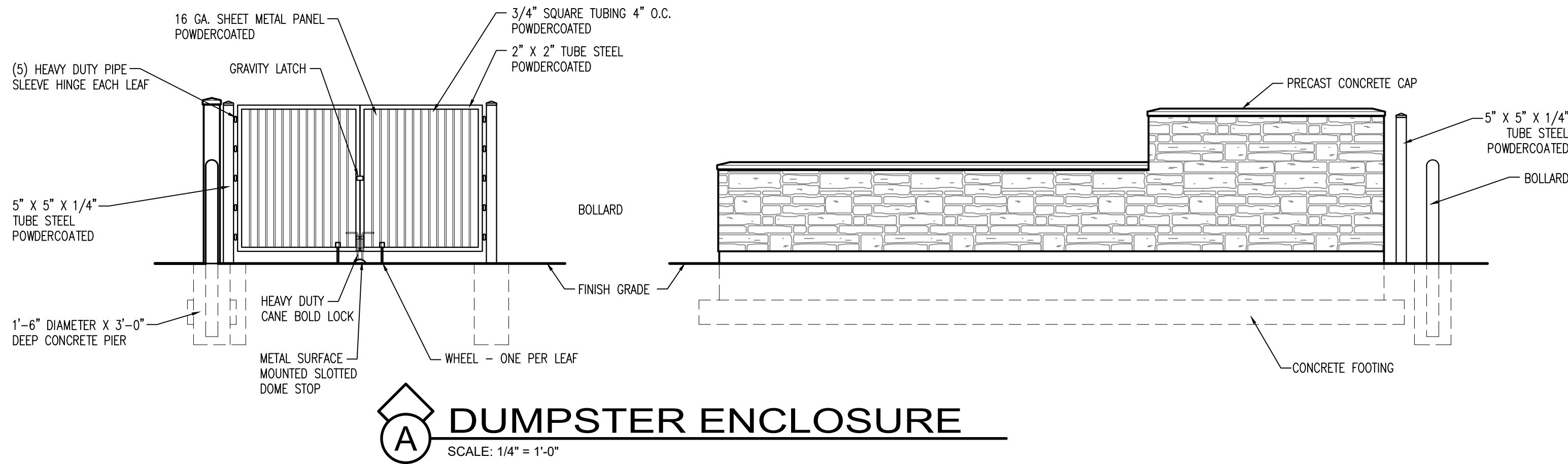
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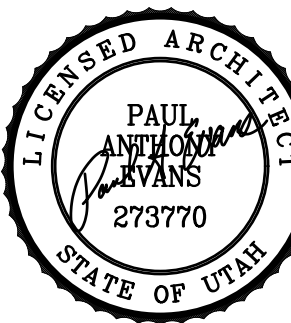
ARCHITECTURAL SITE DETAILS

C501



GENERAL NOTES

- EXPANSION JOINT MATERIAL SHALL BE RECESSED 1/4" WHERE SEALANT IS NOT APPLIED, AND 1/2" WHERE SEALANT IS APPLIED.
- EXTERIOR CONCRETE - USE 4,500 PSI MINIMUM IF EXPOSED TO FREEZING AND/OR DE-ICERS, 4,000 PSI MINIMUM OTHERWISE.
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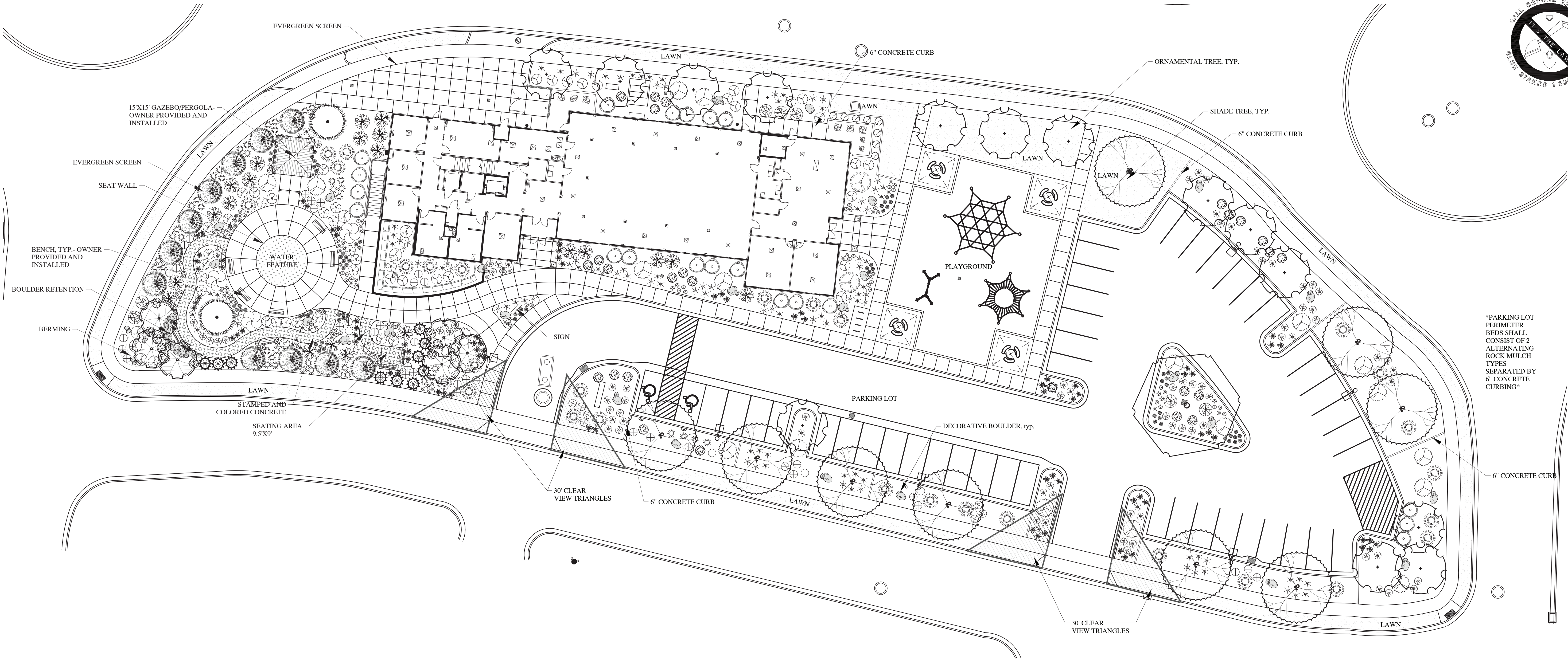
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DUMPSTER AND ENCLOSURE DETAILS

C601



EVERGREEN TREE LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	PICEA GLAUCA 'CONICA' CONICAL SPRUCE	10	6' HT.
	PICEA PUNGENS GLAUCA 'FAT ALBERT' FAT ALBERT COLORADO BLUE SPRUCE	11	6' HT.
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	2	6' HT.

DECIDUOUS TREE LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	ACER PLATANOIDES 'EMERALD QUEEN' EMERALD QUEEN MAPLE	1	2" CAL.
	GLEDITSIA TRICANTHOS INERMIS 'IMPERIAL' IMPERIAL HONEYLOCUST	9	2" CAL.
	MALUS X 'SNOWDRIFT' SNOWDRIFT CRAB APPLE	6	2" CAL.
	PYRUS CALLERYANA 'REDSPIRE' FLOWERING PEAR	14	2" CAL.

SHRUB LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	CORNUS ALBA 'BAILHALO' TM IVORY HALO DOGWOOD	19	5 GAL.
	CORNUS SERICEA 'KELSEY' KELSEY DOGWOOD	8	5 GAL.
	EUONYMUS FORTUNEI 'EMERALD GAIETY' EMERALD GAIETY EUONYMUS	7	5 GAL.
	HIBISCUS SYRIACUS 'APIHRODITE' APIHRODITE ROSE OF SHARON	3	5 GAL.
	PHYSOCARPUS OPULIFOLIUS 'SMNPOBLR' GINGER WINE NINEBARK	21	5 GAL.
	PRUNUS LAUROCERASUS 'OTTO LUYKEN' LUYKENS LAUREL	2	5 GAL.
	RHUS AROMATICA 'GRO-LOW' GRO-LOW GRAGRANT SUMAC	21	5 GAL.
	ROSA X 'ICECAP' SHRUB ROSE	13	5 GAL.
	SAMBUCUS RACEMOSA 'SMNSRD4' LEMONY LACE ELDERBERRY	14	5 GAL.
	SPIRAEA JAPONICA 'MAGIC CARPET' MAGIC CARPET SPIREA	48	5 GAL.

EVERGREEN SHRUB LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	ARCTOSTAPHYLOS UVA-URSI 'MASSACHUSETTS' KINKKINNICK	7	5 GAL.
	BUXUS X 'GREEN VELVET' BOXWOOD	20	5 GAL.
	PINUS MUGO 'MOP' MUGO PINE	35	5 GAL.
	TAXUS X MEDIA 'EVERLOW' YEW	29	5 GAL.

PERENNIAL/GRASS LEGEND

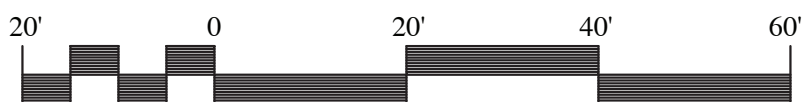
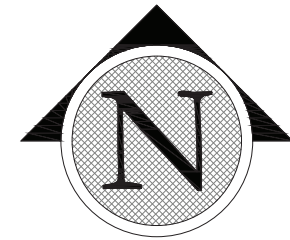
SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS	44	5 GAL.
	HEMEROCALLIS X 'COSMOPOLITAN' DAYLILY	83	5 GAL.
	HEMEROCALLIS X 'PANDORA'S BOX' DAYLILY	126	5 GAL.
	HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DAYLILY	84	5 GAL.
	PENNISETUM ALOPECUROIDES 'HAMELN' DWARF FOUNTAIN GRASS	105	5 GAL.
	PENNISETUM ORIENTALE 'KARLEY ROSE' KARLEY ROSE FOUNTAIN GRASS	86	5 GAL.

LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE.
- PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. ANY SUBSTITUTIONS TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
- NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED PRIOR TO LANDSCAPE INSTALLATION TO ENSURE PROPER WATERING OF ALL LANDSCAPE AREAS. REFER TO IRRIGATION PLANS FOR SPECIFICS.
- NEW LAWN AREAS TO BE SODDED WITH 100% KENTUCKY BLUEGRASS (MINIMUM OF 3 DIFFERENT VARIETIES). FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. SEE SOD LAYING NOTES FOR MORE INFORMATION.
- SANDY LOAM TOPSOIL TO BE INSTALLED AT THE FOLLOWING DEPTHS: 6-12" IMPORTED SANDY LOAM TOPSOIL (INCLUDING MIN. 15% HIGH GRADE DECOMPOSED ORGANIC MATERIAL MIXED INTO TOPSOIL. PRIOR TO SPREADING IN ALL NEW PLANTER AREAS. INSTALL 4" DEPTH OF SANDY LOAM TOPSOIL (INCLUDING MIN. 15% HIGH GRADE DECOMPOSED ORGANIC MATERIAL MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW LAWN AREAS.
- PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ALLOW FOR TOPSOIL, AMENDMENTS AND MULCH. THE FINISHED GRADE OF LAWN AREAS SHALL BE APPROX. 1" BELOW TOP OF LAWN EDGING. SIDEWALK OR OTHER PAVED AREAS. FINISHED GRADE OF PLANTER AREAS SHALL BE APPROX. 1" BELOW TOP OF CURB, SIDEWALK, OR OTHER PAVED AREA.
- DEWITT 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL ROCK MULCH AREAS. DO NOT INSTALL WEED BARRIER FABRIC UNDER PERENNIALS, ANNUALS, GROUNDCOVERS AND AREAS TO RECEIVE WOOD MULCH.
- INSTALL PRE-EMERGENT HERBICIDE TO THE TOP OF THE FABRIC AFTER INSTALLING PLANTS AND PRIOR TO INSTALLING MULCH. AFTER INSTALLATION OF THE MULCH THE CONTRACTOR SHALL EVENLY BROADCAST A SECOND APPLICATION OF SLOW-RELEASE PRE-EMERGENT HERBICIDE. APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURERS RECOMMENDATIONS.
- ROCK MULCH TO BE INSTALLED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE AND SHRUB PLANTER AREAS, 1" UNDER ALL PERENNIALS, GROUNDCOVERS AND ANNUALS. PULL MULCH MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
- TREES LOCATED IN LAWN AREAS SHALL HAVE A GRASS FREE TREE RING AROUND BASE OF TREE WITH 3" DEPTH OF WOOD MULCH. THE GRASS FREE RING FOR FLOWERING TREES SHALL BE 4' DIAMETER AND UP TO 6' DIAMETER FOR SHADE TREES WHERE APPROPRIATE.
- IF HIGH WINDS ARE FREQUENT ON SITE, ALL TREES TO BE STAKED AT TIME OF PLANTING. SEE DETAILS FOR SPECIFICS. REMOVE STAKING WITHIN FIRST YEAR OR WHEN TREE IS ESTABLISHED.

SOD LAYING NOTES

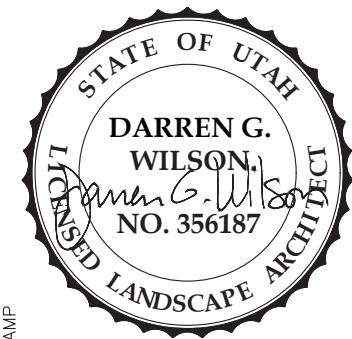
- LAY SOD WITHIN 24 HOURS OF BEING LIFTED.
- LAY SOD IN ROWS WITH JOINTS STAGGERED. BUTT SECTIONS CLOSELY WITHOUT OVERLAPPING OR LEAVING GAPS BETWEEN SECTIONS. CUT OUT IRREGULAR OR THIN SECTIONS WITH A SHARP KNIFE.
- LAY SOD FLUSH WITH ADJOINING EXISTING SODDED OR PAVED SURFACES.
- AFTER SODDING HAS BEEN COMPLETED, ROLL HORIZONTAL SURFACE AREAS IN TWO DIRECTIONS PERPENDICULAR TO EACH OTHER WITH A 150 POUND SOD ROLLER. REPAIR AND RE-ROLL AREAS WITH DEPRESSIONS, LUMPS OR OTHER IRREGULARITIES. HEAVY ROLLING TO CORRECT IRREGULARITIES IN GRADE IS NOT PERMITTED.
- WATER ALL SODDED AREAS IMMEDIATELY AFTER SOD LAYING TO OBTAIN MOISTURE PENETRATION THROUGH SOD INTO TOP 4" OF TOPSOIL.
- PROVIDE ADEQUATE PROTECTION OF SODDED AREAS AGAINST TRESPASSING, EROSION AND DAMAGE OF ANY KIND. REMOVE THIS PROTECTION AFTER SODDED AREAS HAVE BEEN ACCEPTED BY THE OWNER.
- REPLACE DAMAGED AREAS AT NO ADDITIONAL COST TO OWNER.



SCALE: 1"=20'-0" ON 24X36 SHEET



CONSULTANTS:



STAMP

JOHN WALDEN CLUBHOUSE
1645 EAST STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PRELIMINARY PLAN - NOT FOR CONSTRUCTION

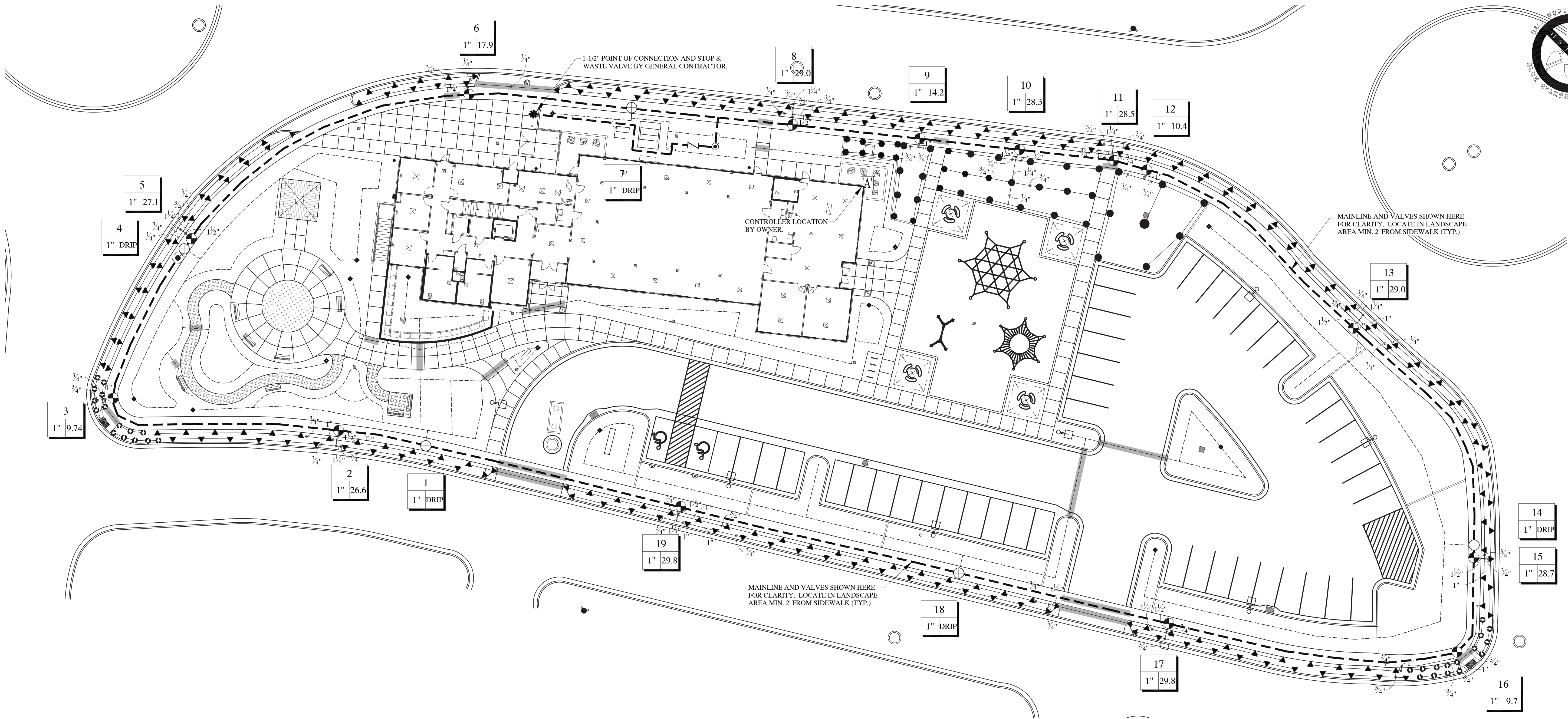
PROJECT:

PLANTING PLAN

SHEET TITLE:

DRAWN BY: **NHS**
CHECKED: **DW**
DATE: **10/10/2017**
REVISIONS: **07/01/2019 (Permit Set)**
JOB NO. **18-117**
SHEET:

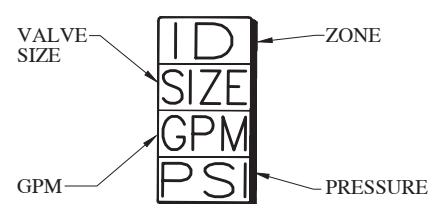
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IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER	PAT.	RD.	PSI	GPM							DRIP	DETAILS	REMARKS
NOT SHOWN	RAINBIRD XRD20-EMITTER WITH DIFFUSER CAP	F	--	30	--	--	--	--	--	--	--	2.0	11-14	SEE IRRIGATION DETAILS
NOT SHOWN	RAINBIRD PC-45 EMITTER WITH DIFFUSER CAP	F	--	30	--	--	--	--	--	--	--	5.0	11-14	SEE IRRIGATION DETAILS
NOT SHOWN	RAIN BIRD 1804-PRS POP-UP SPRAY 6 SERIES VAN	V	6'	30	--	37	--	60	--	--	--	--	--	SEE IRRIGATION DETAILS
NOT SHOWN	RAIN BIRD 1804-PRS POP-UP SPRAY 8 SERIES	LCS, RCS, SST	15'	30	--	61	--	121	--	--	--	6	6	ADJUST ARC AS NEEDED
NOT SHOWN	RAIN BIRD 1804-PRS POP-UP SPRAY 8 SERIES	Q.H.E. VAN	8'	30	--	26	--	52	--	--	--	6	6	ADJUST ARC AS NEEDED
NOT SHOWN	RAIN BIRD 1804-PRS POP-UP SPRAY 10 SERIES	Q.H.E. VAN	10'	30	--	39	--	79	--	--	--	6	6	ADJUST ARC AS NEEDED
NOT SHOWN	RAIN BIRD 1804-PRS POP-UP SPRAY 12 SERIES	H.F.	12'	30	--	130	--	260	--	--	--	6	6	ADJUST ARC AS NEEDED
NOT SHOWN	RAIN BIRD 1804-PRS POP-UP SPRAY 15 SERIES	H.F.	15'	30	--	185	--	370	--	--	--	6	6	ADJUST ARC AS NEEDED
NOT SHOWN	RAIN BIRD R-VAN18-360 SERIES 1804-SAM-P45	F	18'	30	--	--	--	185	--	--	--	6	6	ADJUST ARC AS NEEDED
NOT SHOWN	RAIN BIRD R-VAN24-ADJ SERIES 1804-SAM-P45	Q.T.H.	24'	45	84	1.16	1.68	--	--	--	--	7	7	ADJUST ARC AS NEEDED
[A]	RAINBIRD CONTROLLER, MODEL #ESPLX-BASIC. CONTRACTOR TO COORDINATE WITH TRADES TO RUN CONDUIT AND SLEEVING FOR WIRING TO VALVES. SIZE CONTROLLER AS NECESSARY. PLACE CONTROLLER IN WEATHER RESISTANT CABINET												1	COORDINATE EXACT LOCATION WITH OWNER
	1 1/2" IRRIGATION POINT OF CONNECTION AND STOP & WASTE													
	1 1/2" WILKINS 375-S-BOF RPZ BACKFLOW WITH STRONG BOX COVER												16	JUMBO VALVE BOX
	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-100-PRS COM												2.3 & 5	JUMBO VALVE BOX
	RAIN BIRD PER-PRS-D AUTOMATIC CONTROL VALVE (SIZE AS NOTED ON PLAN). INSTALL PRS-D OPTION PER IF REQUIRED.												8-10	SEE IRRIGATION DETAILS
	1-1/2" SCH. 40 MAINLINE (UPSIZE MAINLINE TO MATCH EXISTING MAINLINE SIZE IF EXISTING MAINLINE IS LARGER THAN 1-1/4")												8-10	SEE IRRIGATION DETAILS
	LATERAL LINE: PVC SCH. 40 (SIZE PER PLAN)												11-14	SEE IRRIGATION DETAILS
	DRIP LATERAL: PVC SCH. 40 OR BLACK STRIP TUBING BY RAINBIRD. CONTRACTOR SHALL SIZE PIPE PER DETAILS AND SPECS.												4	SEE IRRIGATION DETAILS
	1" RAINBIRD QUICK COUPLER VALVE, MODEL #44LNP, FOR IRRIGATION SYSTEM BLOWOUT. ALL GALVANIZED FITTINGS & PIPE.												8-10	COORDINATE WITH ALL TRADES
NOT SHOWN	14 GAUGE SINGLE STRAND SOLID COPPER CONTROL WIRE												8-10	COORDINATE WITH ALL TRADES
NOT SHOWN	SLEEVE: SIZE TO BE A MIN. OF TWICE THE DIAMETER OF THE MAIN LATERAL												8-10	COORDINATE WITH ALL TRADES
NOT SHOWN	WIRE CHASE: SIZE TO BE TWICE THE DIAMETER OF THE WIRE BUNDLE WITHIN, 1" DIA. WC IS THE MINIMUM SIZED ALLOWED.												15	REFERENCE DETAILS
	FLUSH VALVE: 1/2" PVC BALL VALVE. INSTALL AT END OF ALL DRIP LINES IN 16" ROUND VALVE BOX													
	ISOLATION VALVE													

VALVE ID TAG



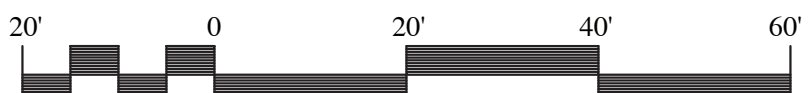
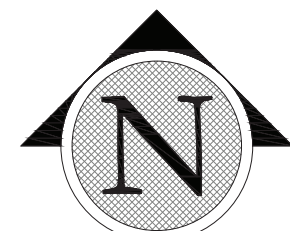
DRIP EMITTER LEGEND

PLANT TYPE	EMITTER QTY	EMITTER TYPE
PERENNIALS/GRASSES	1	XB20 (GPH)
ALL SHRUBS	2	XB20 (GPH)
TREES IN PLANTERS	4	PC-45 (GPH)

- NOTE:
1. EMITTERS LISTED ARE AVAILABLE FROM RAINBIRD.
 2. EMITTERS ARE NOT NECESSARY FOR TREES IN LAWN AREAS.
 3. INSTALL PC-DIFFUSER CAP ON ALL XR20 & PC-45 EMITTERS.

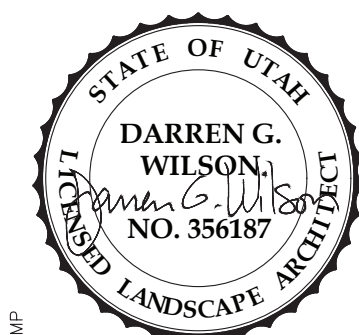
IRRIGATION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
2. CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED BEFORE DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF CONTRACTOR WITH NO EXTRA COST TO THE OWNER.
3. PROVIDE AN AS-BUILT, REPRODUCIBLE DRAWING TO OWNER SHOWING ALL DRAINS, HEADS, VALVES, AND PIPES. PROVIDE INSTRUCTIONS TO MAINTENANCE PERSONNEL FOR WINTERIZATION. SPRINKLER SYSTEM TO BE BLOWN OUT WITH AN AIR COMPRESSOR EACH FALL.
4. CONTRACTOR SHALL ONLY USE COMMERCIAL GRADE PRODUCTS AND IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION PURPOSES.
5. CONTRACTOR SHALL BUILD IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE FOR ALL LAWN AREAS. VAN AND/OR U-SERIES NOZZLES SHALL BE USED WHERE NECESSARY TO PROVIDED HEAD TO HEAD COVERAGE AND/OR TO MINIMIZE OVER SPRAY ONTO STREETS, SIDEWALKS AND/OR BUILDINGS.
6. LANDSCAPE CONTRACTOR (L.C.) SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES AS NECESSARY. ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
7. MAIN LINE SHALL BE 1 1/2" (UNLESS OTHERWISE DIRECTED). LATERAL LINES SHALL BE NO SMALLER THAN 3/4" UNLESS NOTED ON PLAN. PIPES SHALL CARRY NO MORE THAN THE FOLLOWING: 1/2" MAX. 4 GPM, 3/4" PIPE MAX. 8 GPM, 1" PIPE MAX. 15 GPM, 1-1/4" PIPE MAX. 25 GPM, 1-1/2" PIPE MAX. 32 GPM. ADJUST LOCATION OF MAINLINE AND LATERAL LINES AS NECESSARY IN ORDER TO AVOID PLACING BOULDERS, TREES AND SHRUBS DIRECTLY OVER MAINLINE AND LATERAL LINES.
8. MAIN LINES SHALL BE 18" DEEP MIN. AND LATERAL LINES 12" DEEP MIN. NO ROCK GREATER THAN 3/4" DIAMETER SHALL BE ALLOWED IN TRENCHES.
9. PLACE PIPES, VALVE BOXES AND ALL OTHER SPRINKLER CONSTRUCTION IN LANDSCAPE AREAS. ALL PIPES SHALL BE ON PROPERTY OF OWNER. MODIFY LOCATION OF VALVE BOXES AS NECESSARY IN ORDER TO AVOID TREES AND SHRUBS PER PLANTING PLAN. DO NOT LOCATE VALVE BOXES IN LAWN AREAS IF POSSIBLE.
10. AT OWNERS REQUEST AND FOR AN ADDITIONAL FEE, LANDSCAPE ARCHITECT SHALL VISUALLY INSPECT ALL TRENCHES PRIOR TO BACKFILLING. CONTRACTOR SHALL GIVE LANDSCAPE ARCHITECT MIN. 72 HR. NOTICE BEFORE INSPECTION IS TO BE MADE. CONTRACTOR SHALL PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING.
11. ALL SPRINKLERS SHALL BE ADJUSTED ON-SITE AS NECESSARY TO AVOID ANY WATER SPRAYING ONTO STREETS, SIDEWALKS AND/OR BUILDINGS.
12. ACTUAL INSTALLATION OF IRRIGATION SYSTEM MAY VARY SOMEWHAT FROM PLANS. CONTRACTOR IS RESPONSIBLE TO MAKE NECESSARY ADJUSTMENTS TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
13. LANDSCAPE CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS.
14. INSTALL ALL HEADS 2" AWAY FROM ALL WALKS AND WALLS. VALVE BOXES SHALL BE INSTALLED SQUARED TO AND 6" MIN. AWAY FROM WALKS AND WALLS.
15. DRIP LINES SHALL BE FLEXIBLE PVC TUBING BY RAINBIRD. FOR DRIP AREAS REQUIRING 0-4 GPM USE 1/2" TUBING. FOR DRIP AREAS REQUIRING 4-8 GPM USE 3/4" TUBING. AND FOR DRIP AREAS REQUIRING 8-15 GPM USE 1" TUBING. CONTRACTOR TO VERIFY PLANT QUANTITIES ON EACH DRIP LINE AND SIZE PIPE ACCORDINGLY.
16. POWER TO CONTROLLER TO BE PROVIDED BY ELECTRICAL CONTRACTOR. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. IF MOUNTED OUTSIDE, CONTROLLER TO BE MOUNTED IN WEATHERPROOF LOCKING WALL MOUNTED CABINET PER MANUFACTURERS INSTRUCTIONS. LANDSCAPE CONTRACTOR SHALL ENSURE THE CONTROLLER IS GROUNDED PER LOCAL CODE AND PER MANUFACTURER SPEC.
17. CONTROL WIRING TO BE 14 GAUGE SINGLE STRAND WIRE. USE RED FOR HOT WIRE, WHITE FOR COMMON WIRE AND BLUE FOR SPARE WIRE. ALL WIRES TO BE HOME RUN FROM VALVE TO CONTROLLER. INSTALL 1 SPARE WIRE FOR EVERY 5 VALVES.



SCALE: 1"=20'-0" ON 24X36 SHEET

CONSULTANTS:



STAMP

JOHN WALDEN CLUBHOUSE
1645 EAST STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PRELIMINARY PLAN - NOT FOR CONSTRUCTION

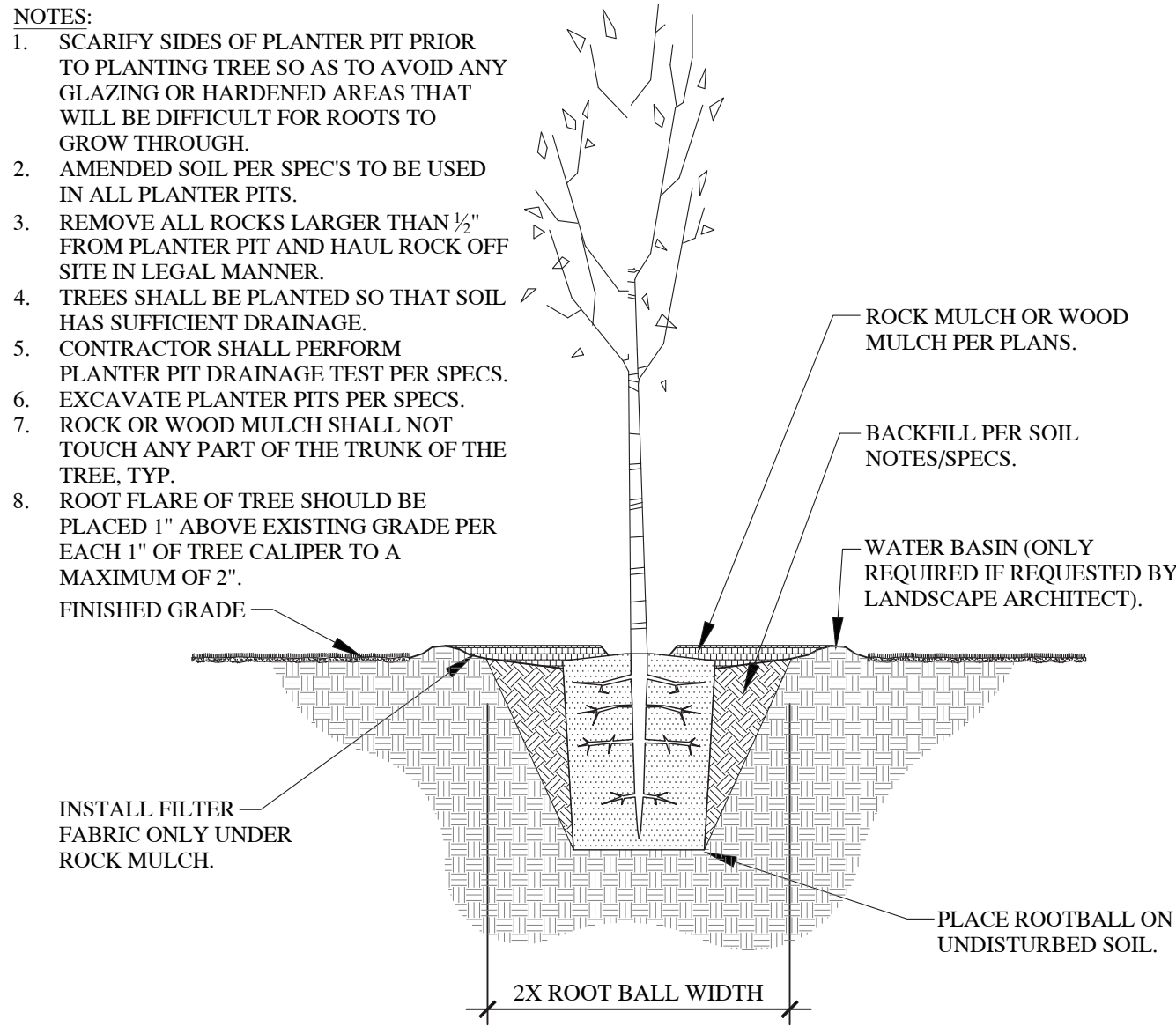
PROJECT:

IRRIGATION PLAN

SHEET TITLE:

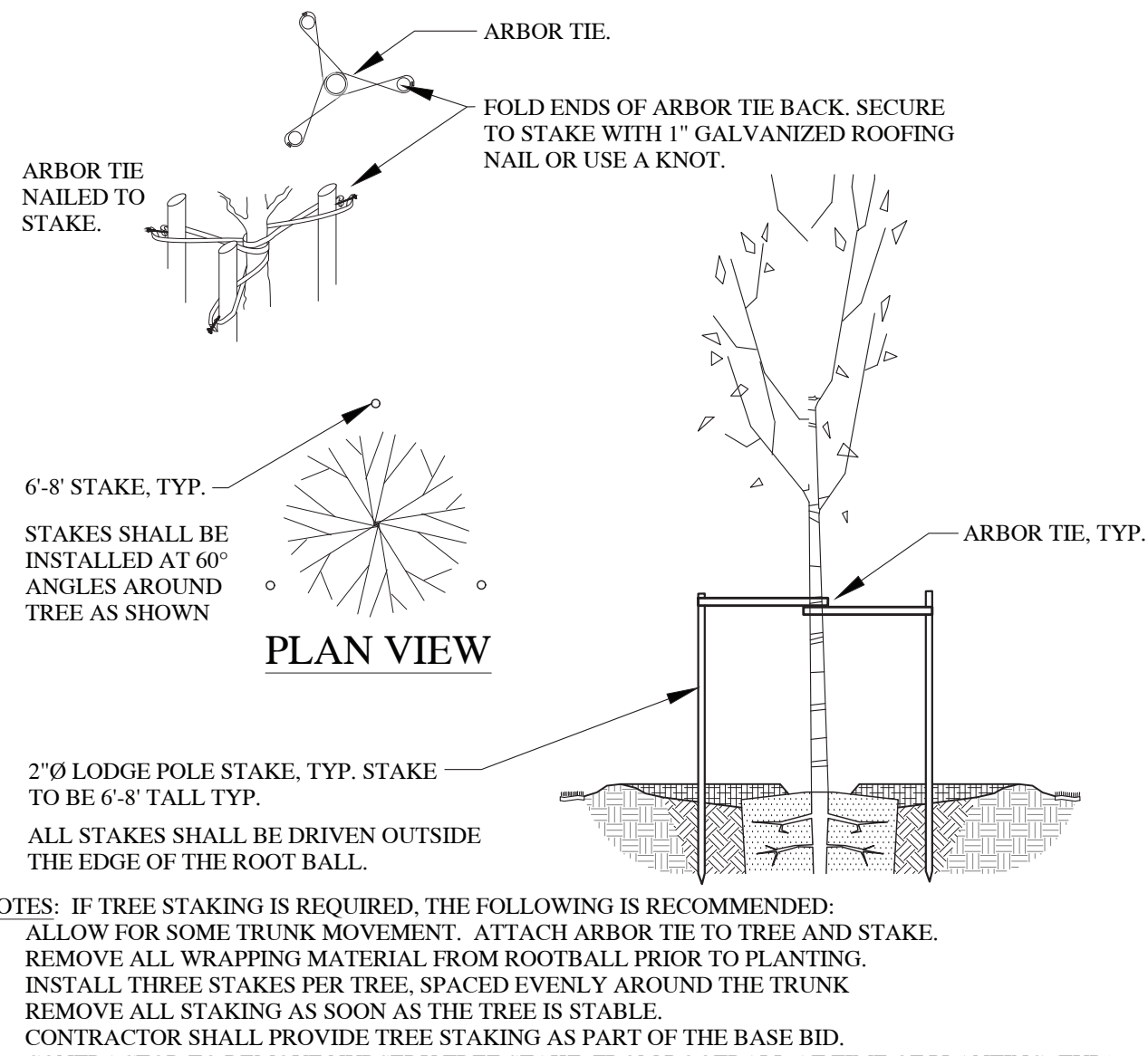
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DATE: **10/10/2017**
REVISIONS: **07/01/2019**
(Permit Set)
JOB NO. **18-117**

SHEET: **LS2.1**



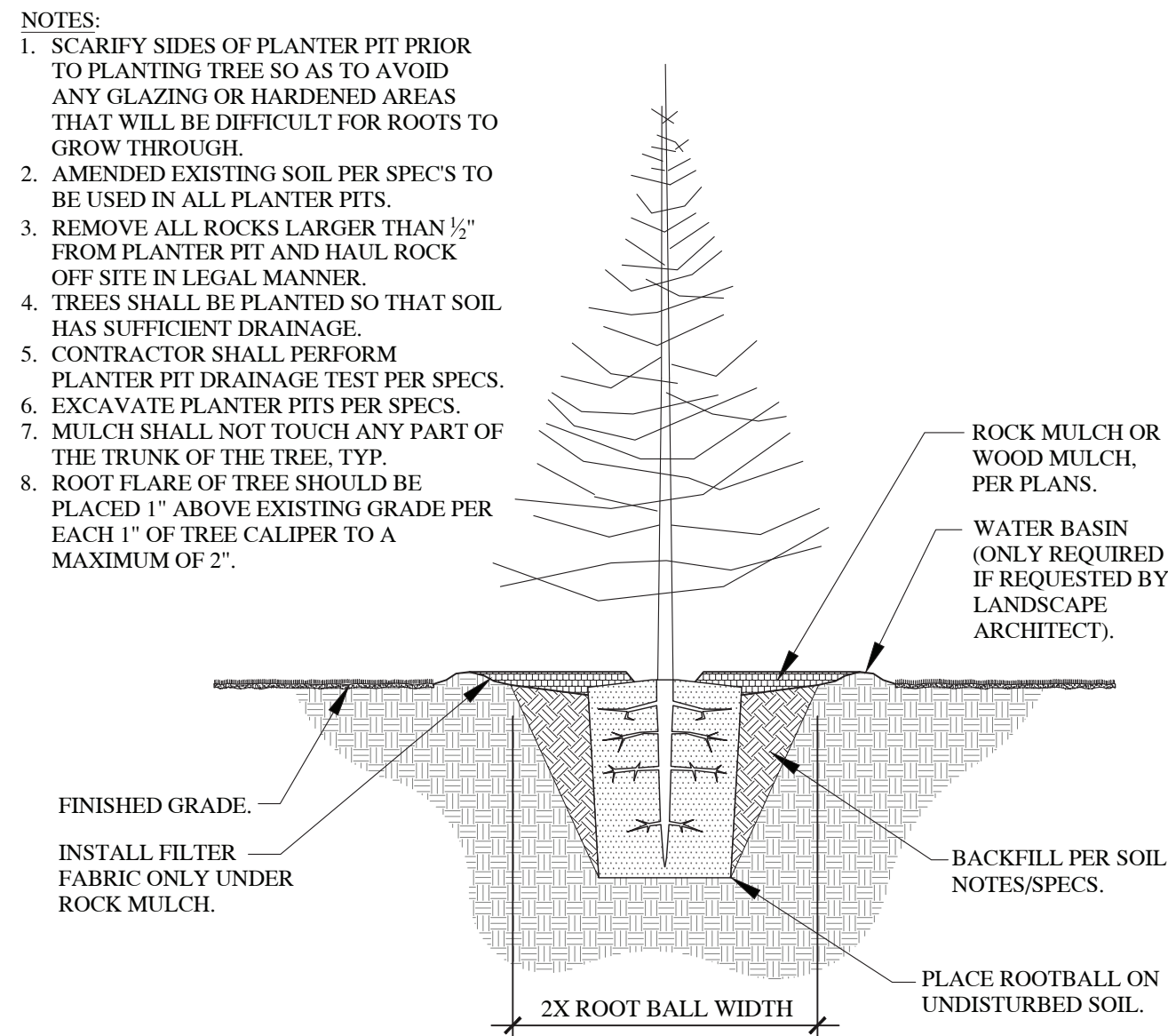
DECIDUOUS TREE PLANTING

SCALE: NTS



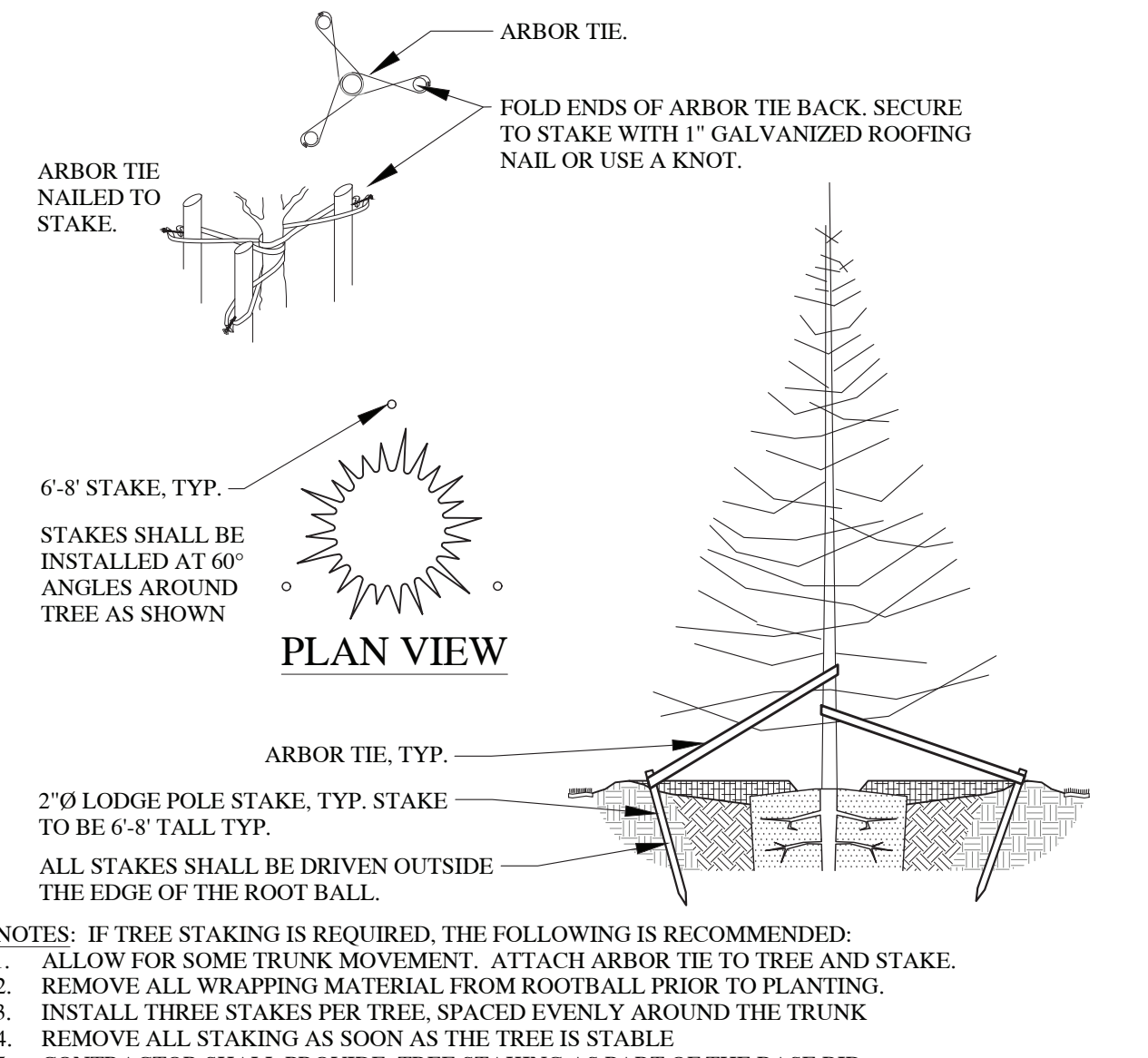
DECIDUOUS TREE STAKING

SCALE: NTS



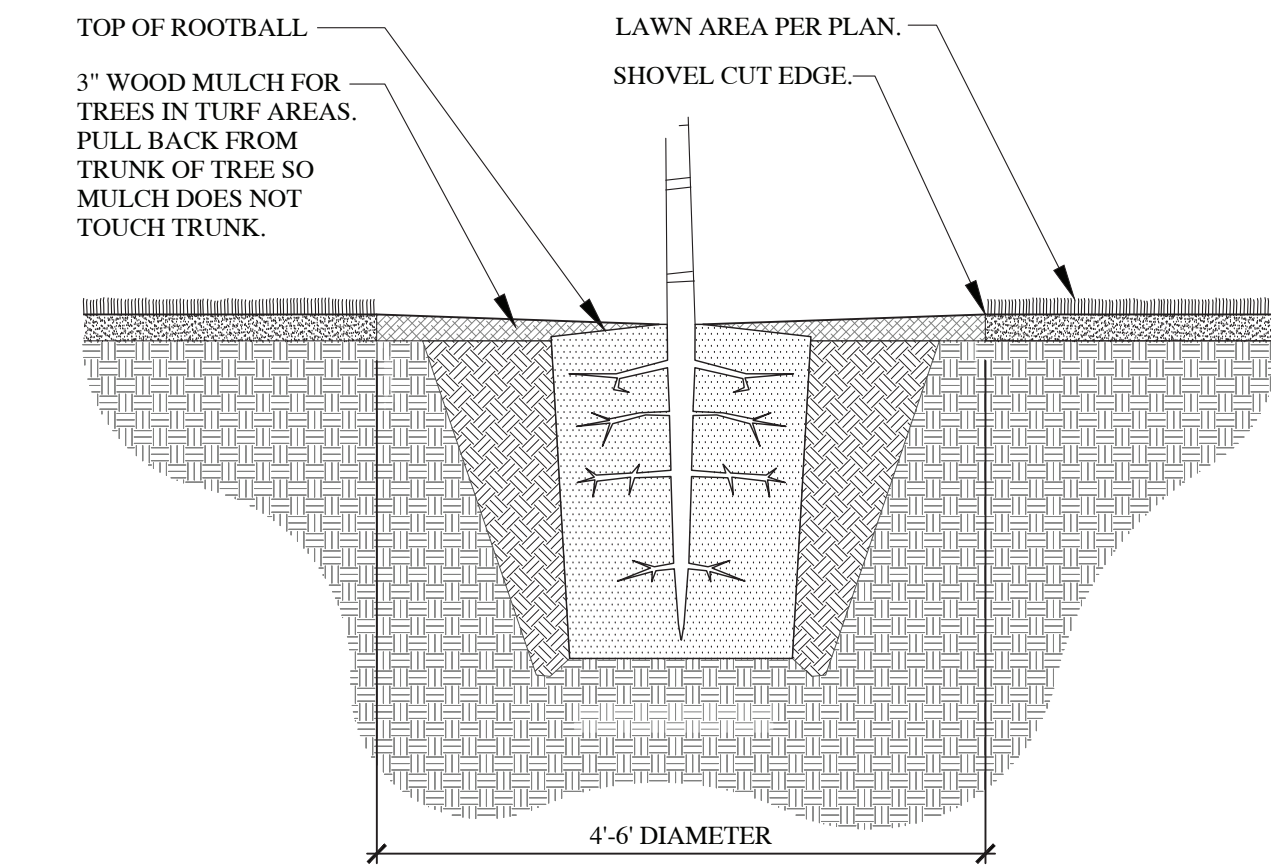
EVERGREEN PLANTING

SCALE: NTS



EVERGREEN TREE STAKING

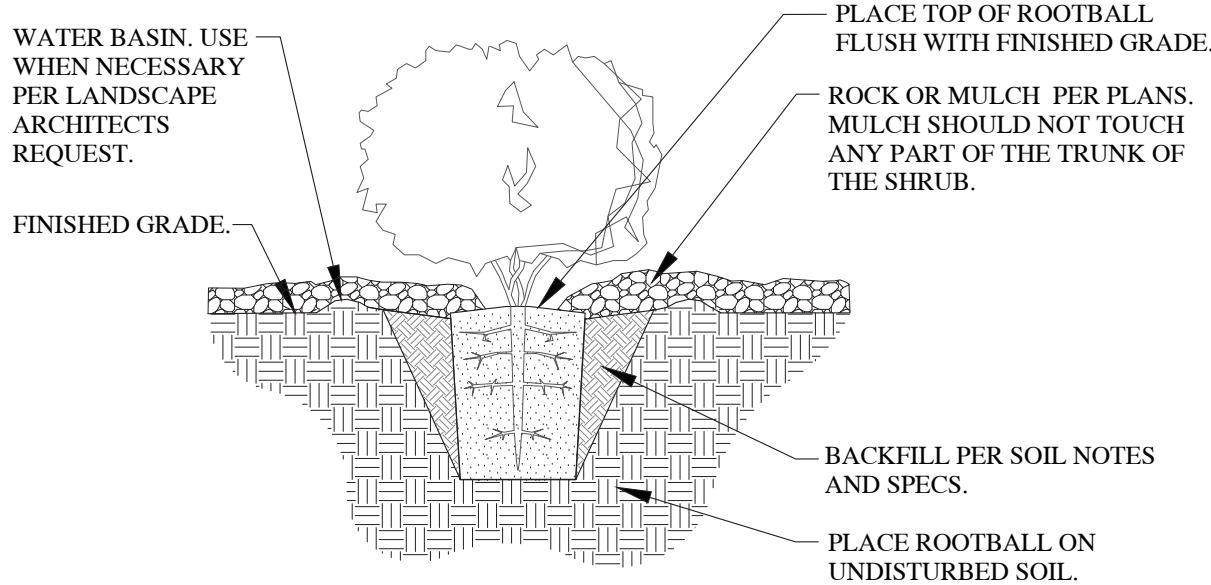
SCALE: NTS



- NOTES:
1. DO NOT INSTALL WEED FABRIC UNDER WOOD MULCH.
 2. TREE WELL FOR SMALL FLOWERING TREES SHALL BE 4'-0".
 3. TREE WELL FOR LARGE SHADE TREES OR EVERGREENS SHALL BE 6'-0" UNLESS OTHERWISE NOTED.
 4. AS TREES MATURE TREE WELL WILL NEED TO EXPAND.

TREE WELL IN TURF AREA

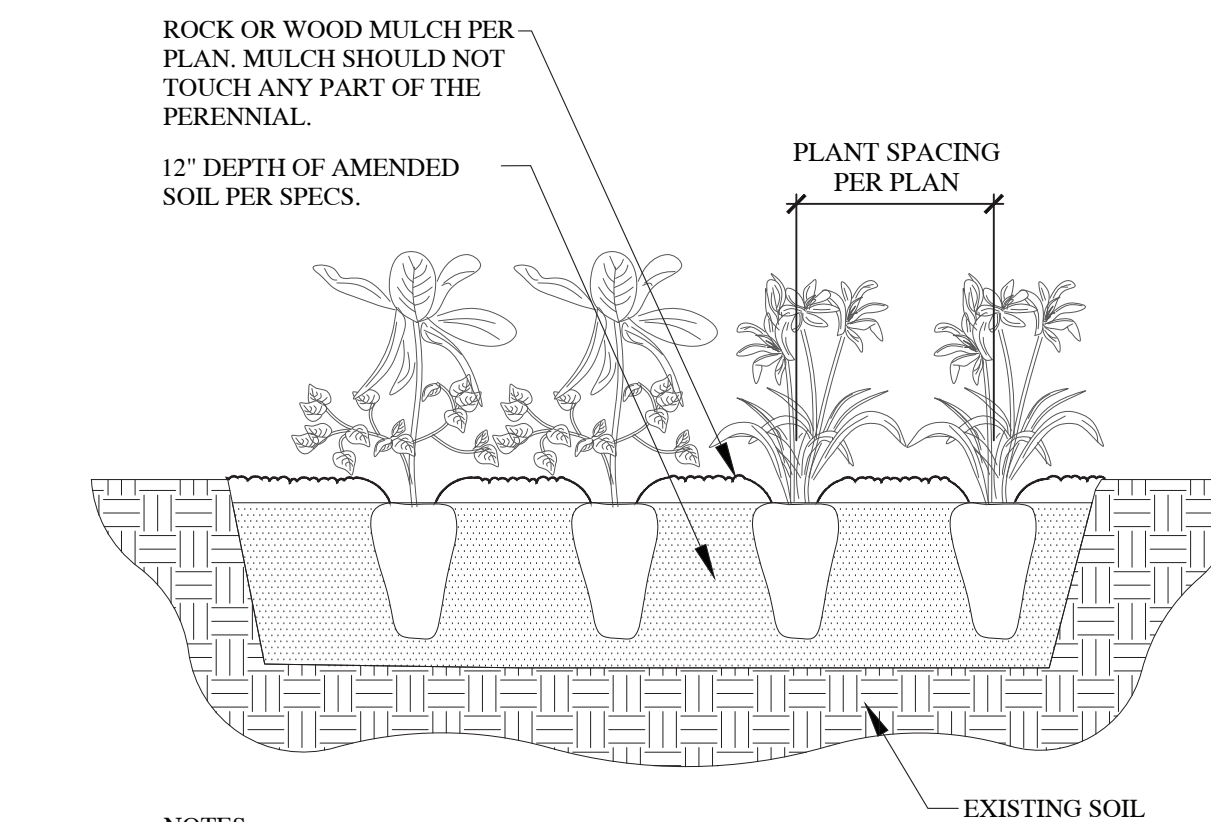
SCALE: NTS



- NOTES:
1. SCARIFY SIDES OF PLANTER PIT PRIOR TO PLANTING SHRUB/GRASS SO AS TO AVOID ANY GLAZING OR HARDENED AREAS THAT WILL BE DIFFICULT FOR ROOTS TO GROW THROUGH.
 2. IMPORTED & AMENDED TOPSOIL PER SPEC'S TO BE USED IN ALL PLANTER PITS.
 3. REMOVE ALL COMPACTED, CLAY OR ROCKY SOILS FROM PIT AND HAUL OFF SITE IN A LEGAL MANNER.
 4. CONTRACTOR SHALL PERFORM PLANTER PIT DRAINAGE TEST PER SPEC'S.
 5. EXCAVATE PLANTER PITS PER SPEC'S.

SHRUB & ORNAMENTAL GRASS PLANTING

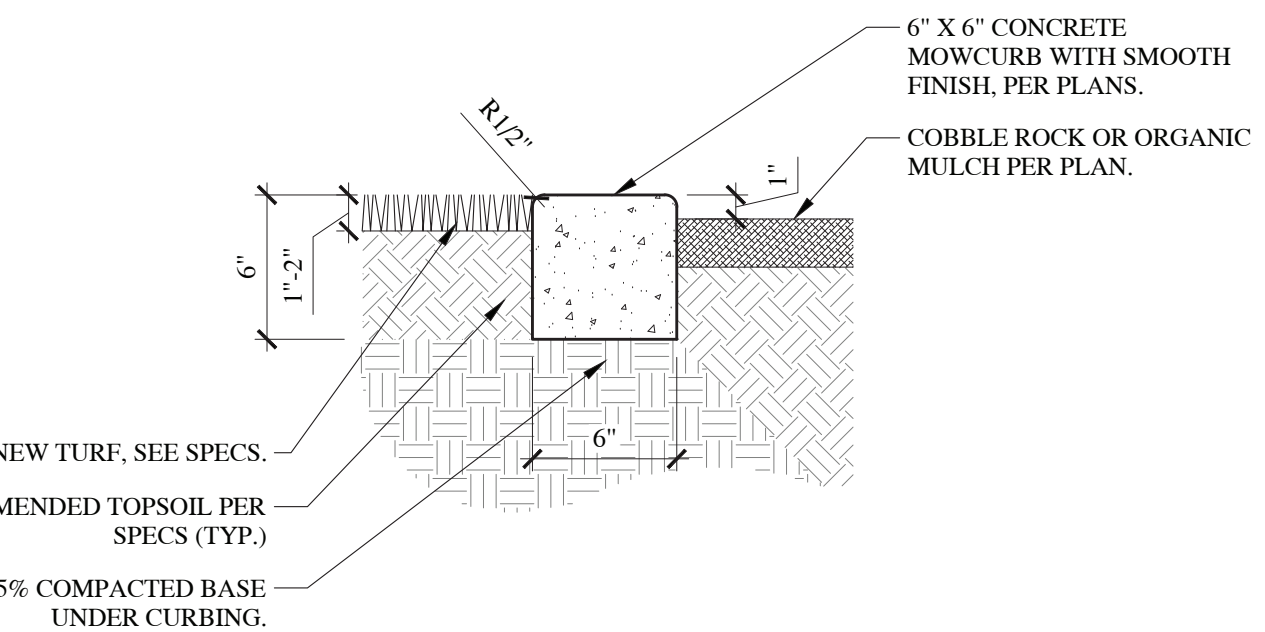
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- NOTES:
1. SCARIFY SIDES OF PLANTER PIT PRIOR TO PLANTING PERENNIALS SO AS TO AVOID ANY GLAZING OR HARDENED AREAS THAT WILL BE DIFFICULT FOR ROOTS TO GROW THROUGH.
 2. REMOVE ALL COMPACTED, CLAY OR ROCKY SOILS FROM PIT AND HAUL OFF SITE IN LEGAL MANNER.
 3. CONTRACTOR SHALL PERFORM PLANTER PIT DRAINAGE TEST PER SPEC'S.
 4. EXCAVATE PLANTER PITS PER SPEC'S.

PERENNIAL PLANTING

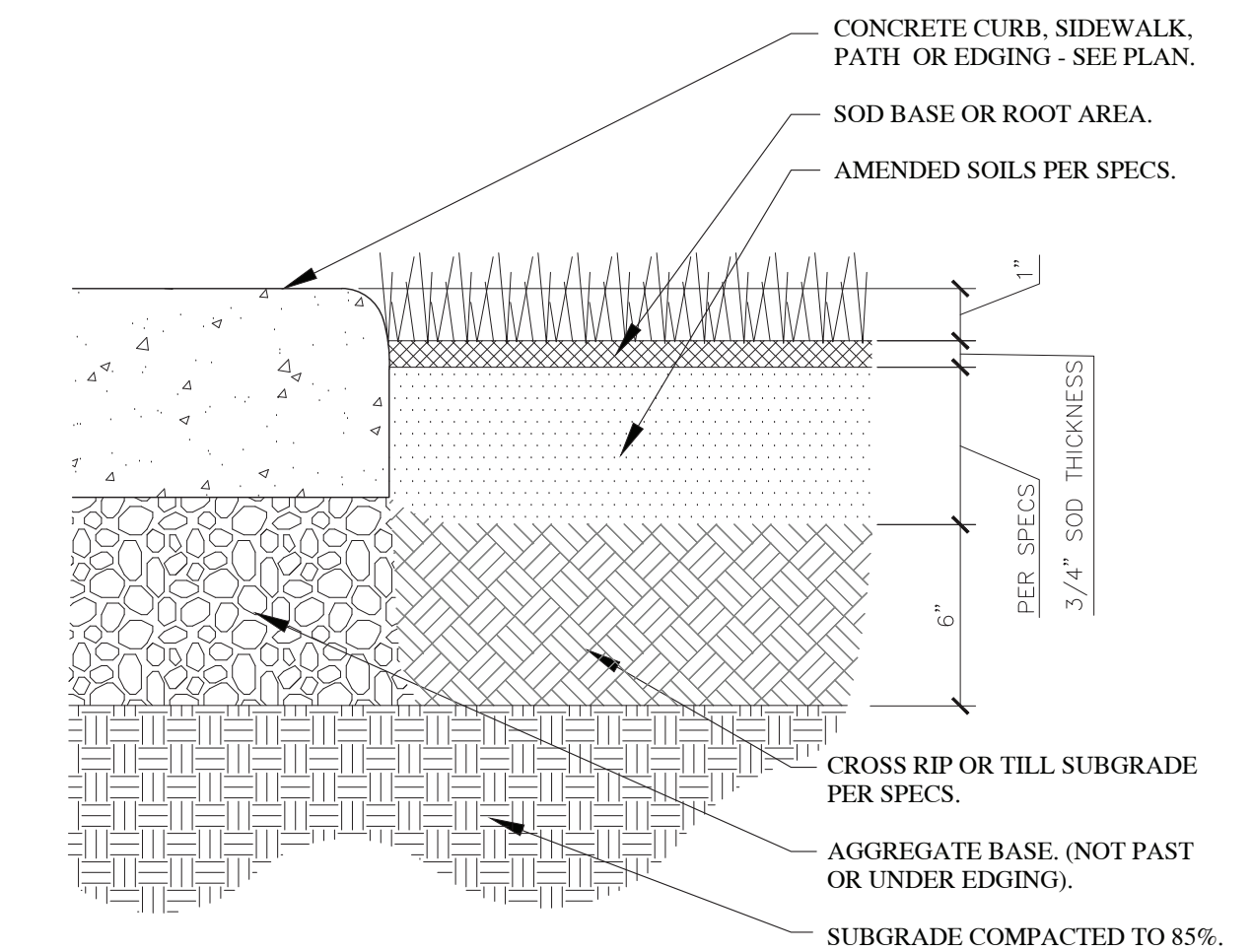
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- NOTES:
1. PROVIDE CONTROL JOINT IN MOWCURB AT 10' INTERVALS. PROVIDE EXPANSION JOINTS EVERY 30' ALONG MOWCURB.

6" MOWCURB SECTION

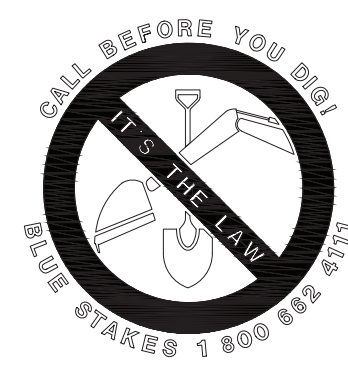
SCALE: 1 1/2" = 1'-0"



- NOTES:
1. ENSURE FINISH GRADE IS 1" BELOW TOP OF CURB, WALK, OR EDGING. CONSULT WITH OWNER FOR PROPER DEPTH.
 2. SEE SOD SPEC'S FOR ADDITIONAL INFORMATION ON SODDING AND SEEDING REQUIREMENTS.
 3. EDGING OF SOD TO BE SHOVEL CUT WHEN NOT NEXT TO CONCRETE SIDEWALK OR PATH.
 4. TURF IS THE MOST HEALTHY AND WATER EFFICIENT WHEN MOWED AT A MIN. HEIGHT OF 2 1/2" - 3".

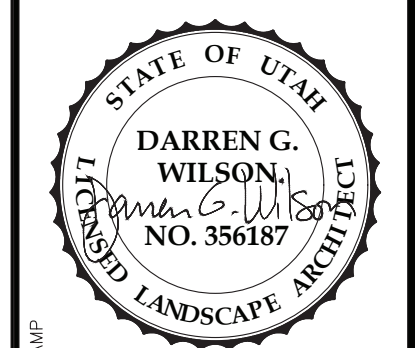
SOD LAYING AND EDGE

SCALE: NTS



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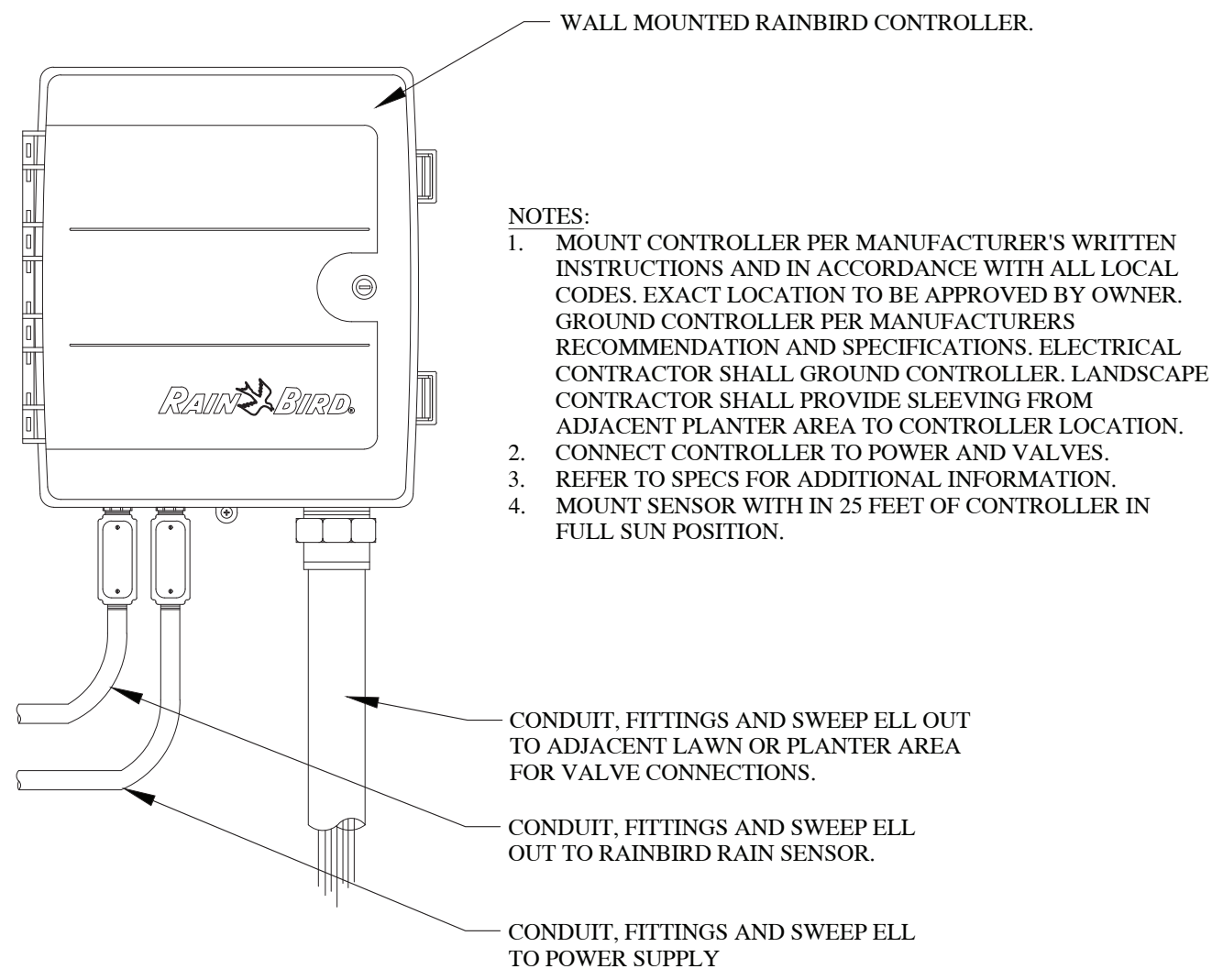


JOHN WALDEN CLUBHOUSE
1645 EAST STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PRELIMINARY PLAN - NOT FOR CONSTRUCTION

LANDSCAPE DETAILS

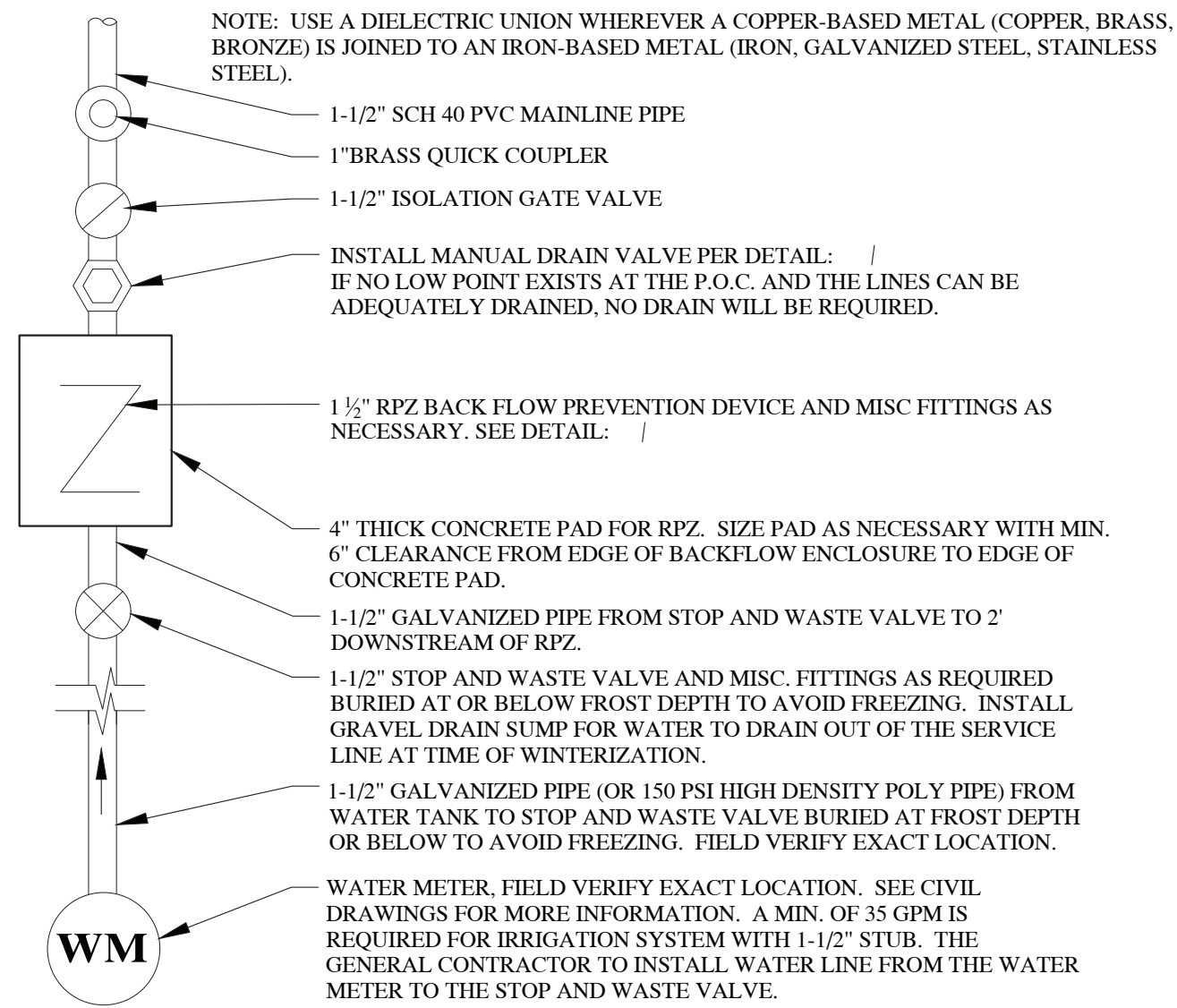
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JOB NO. **18-117**

SHEET: **LS3.1**



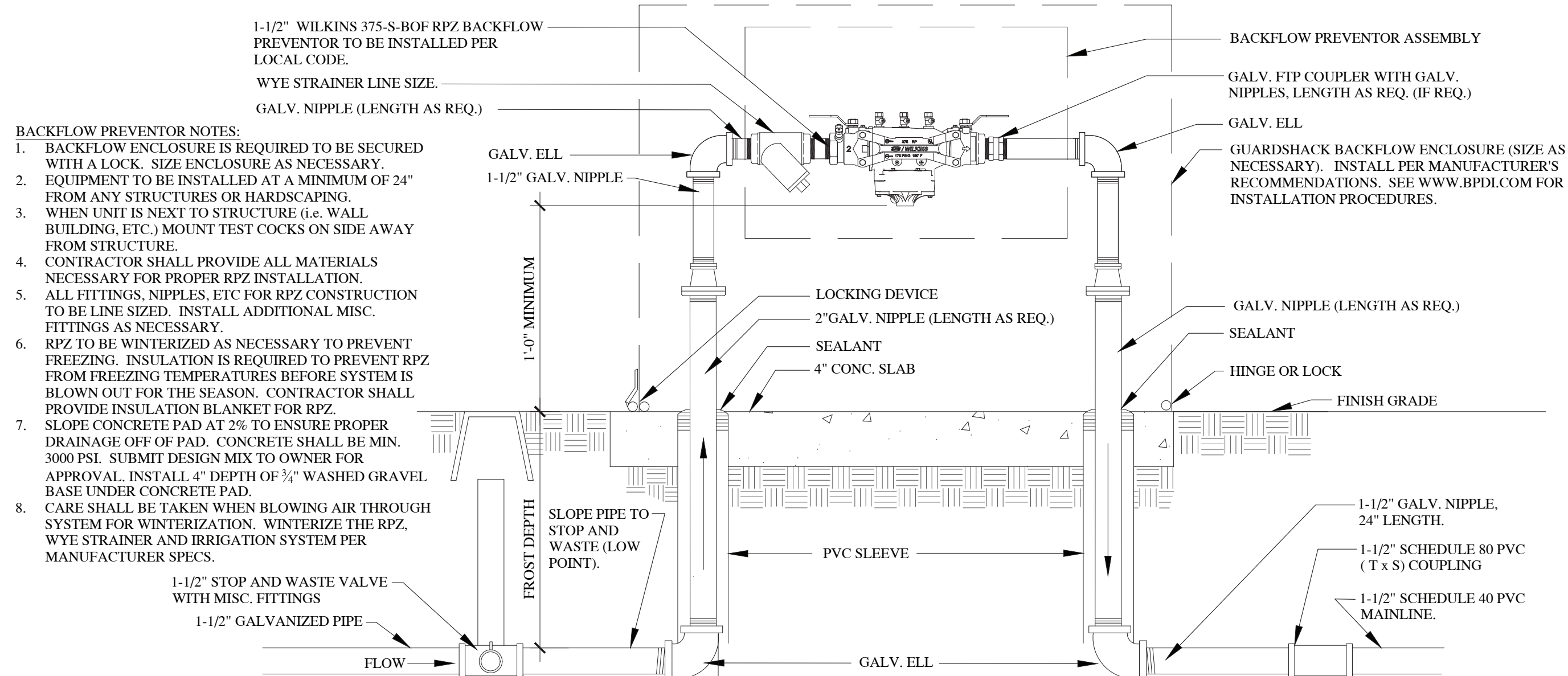
1 CONTROLLER WITH SENSOR

SCALE: NTS



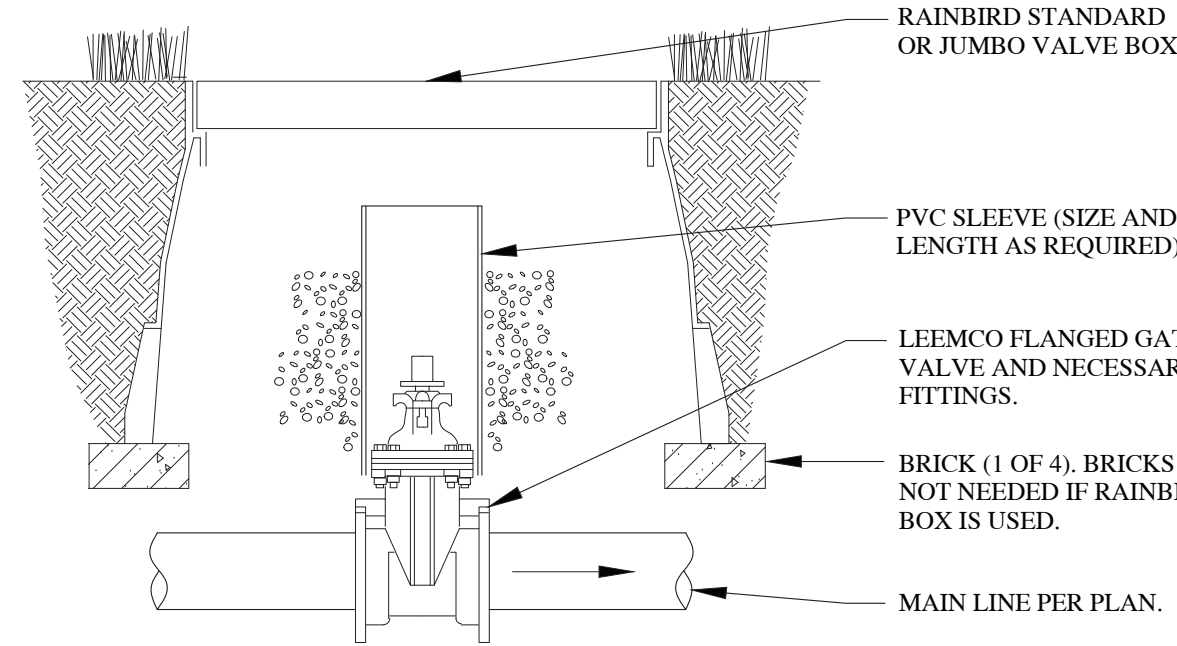
2 1-1/2" POINT OF CONNECTION

SCALE: NTS



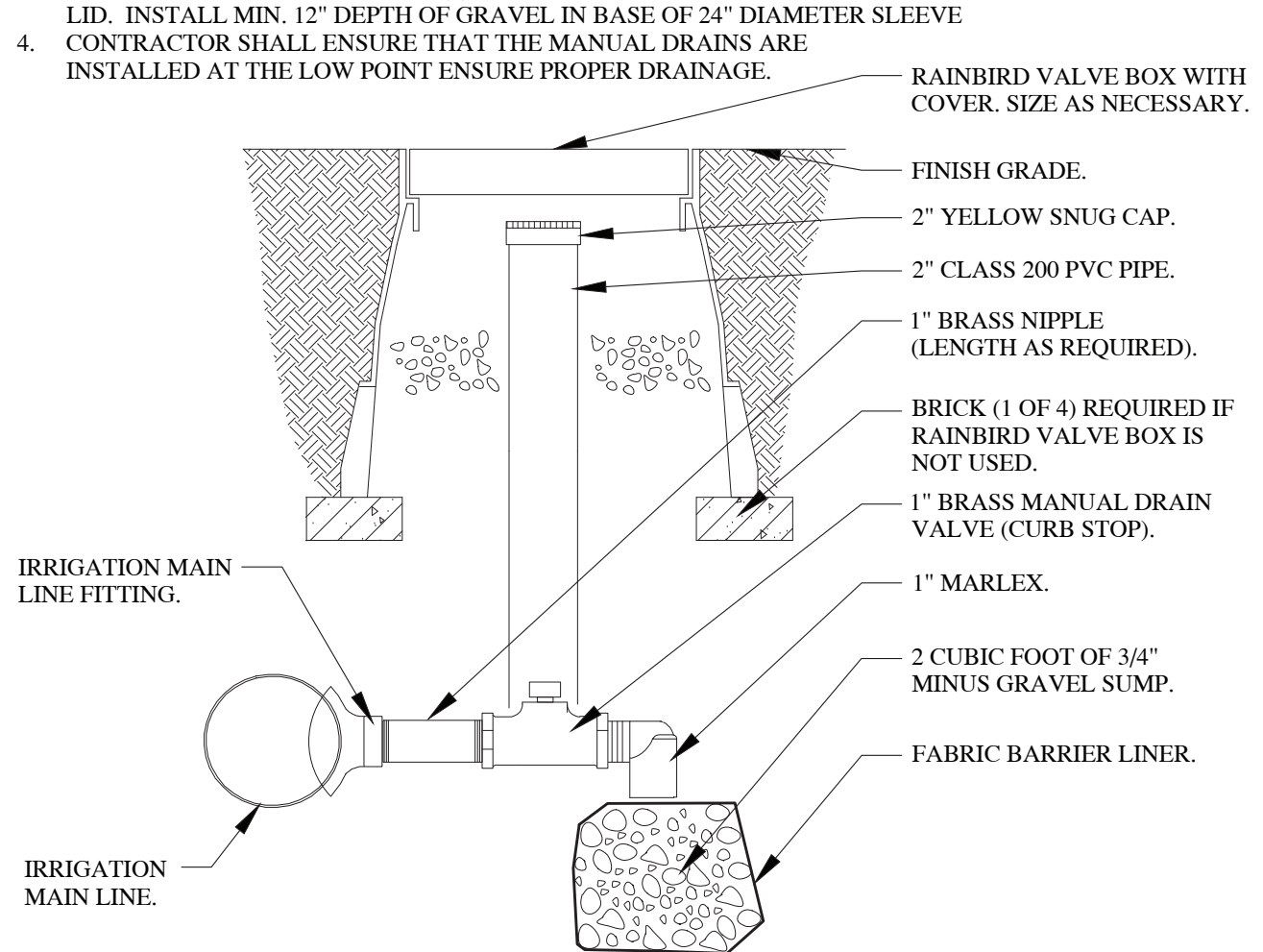
3 1-1/2" BACKFLOW PREVENTOR

SCALE: NTS



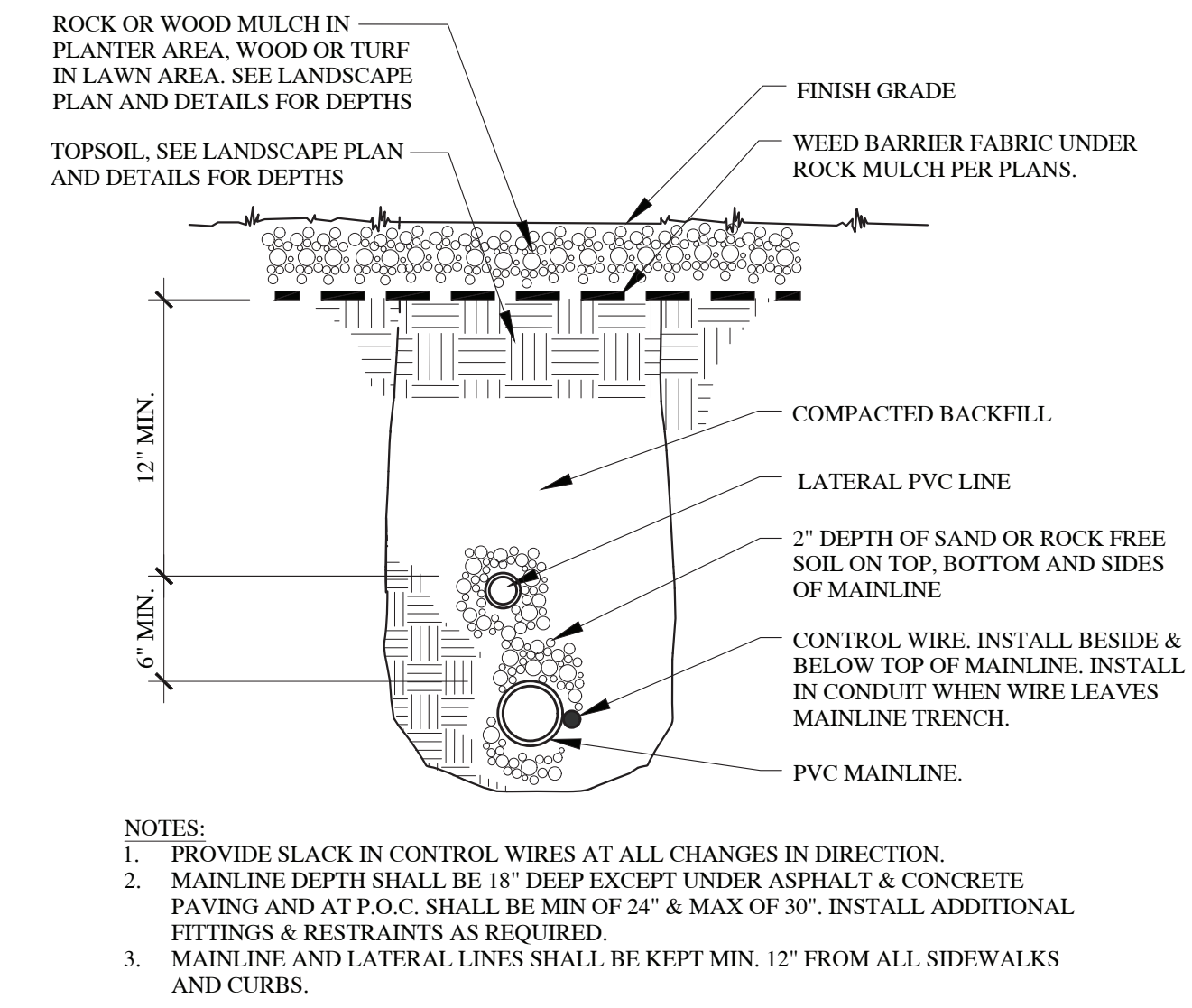
4 MAINLINE GATE VALVE

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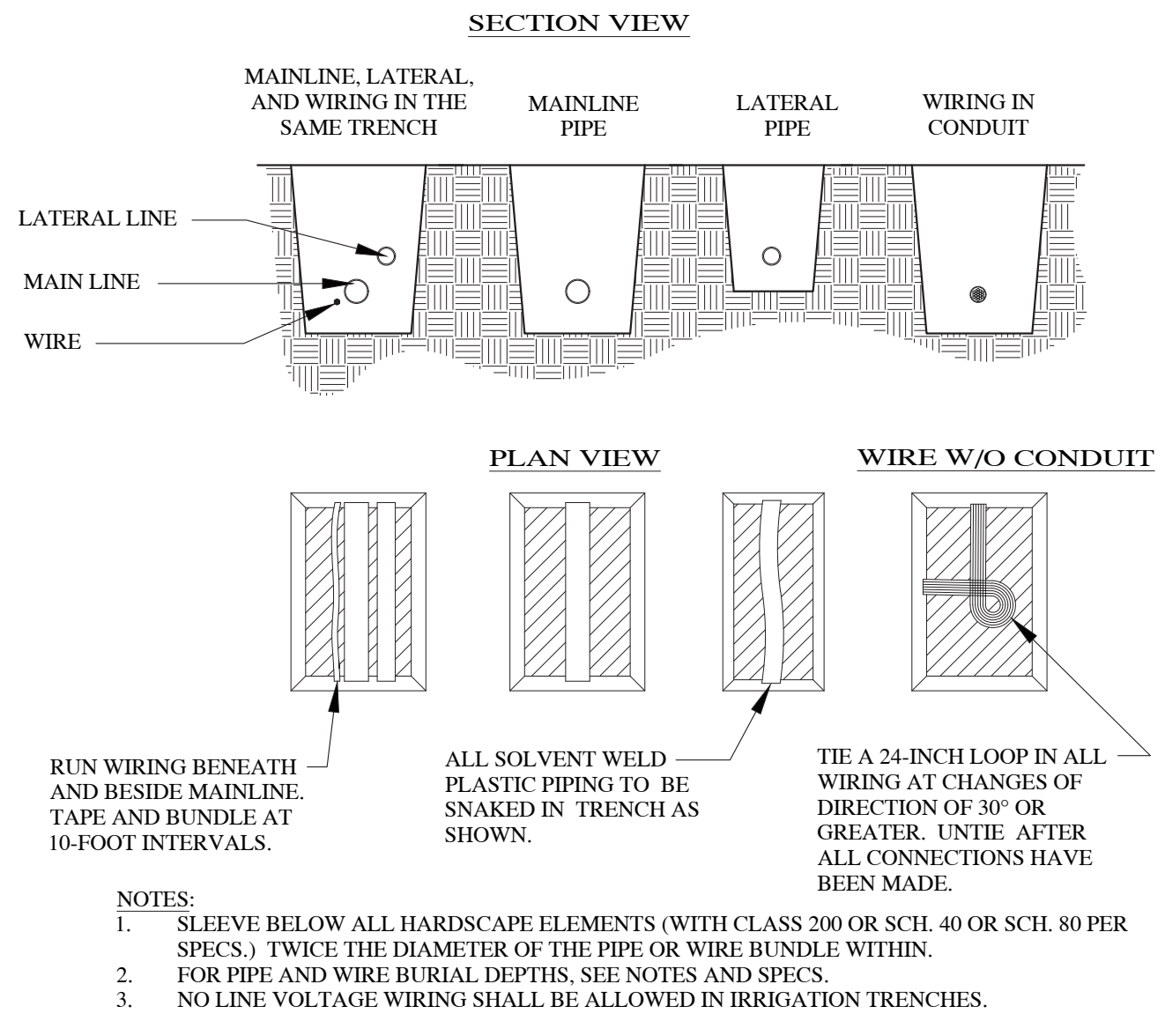
5 MANUAL DRAIN

SCALE: NTS



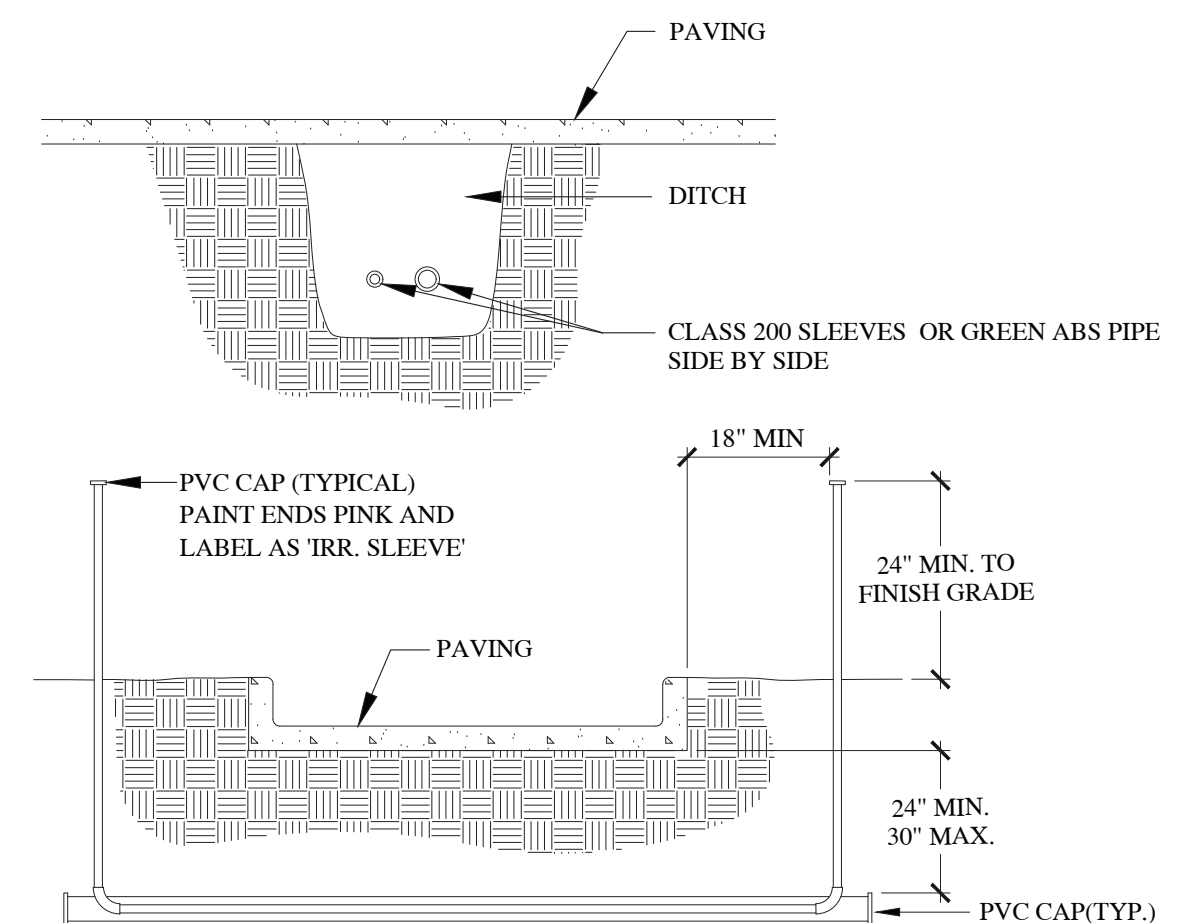
6 TRENCH SECTION

SCALE: NTS



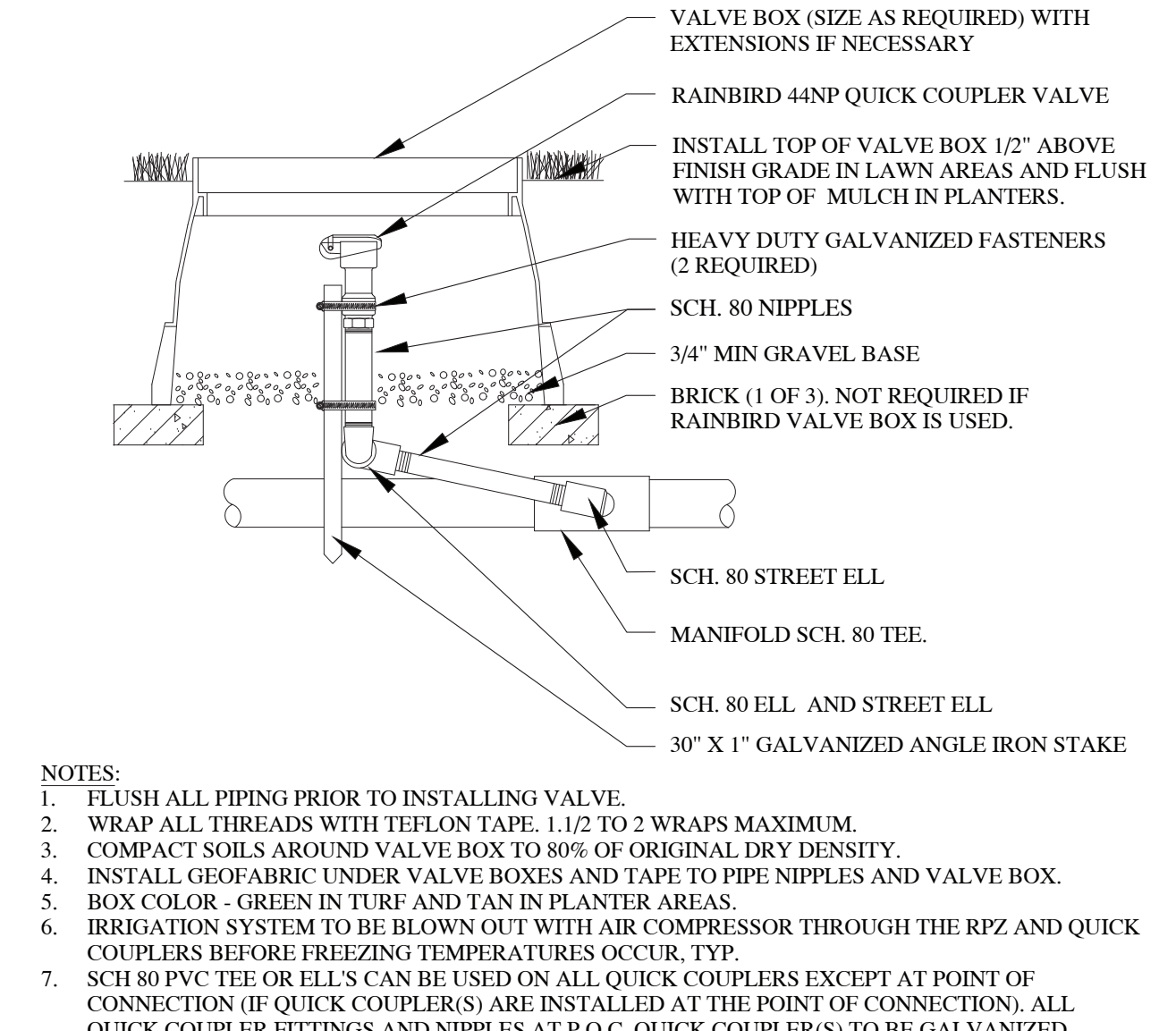
7 PIPE, WIRE, AND TRENCH

SCALE: NTS



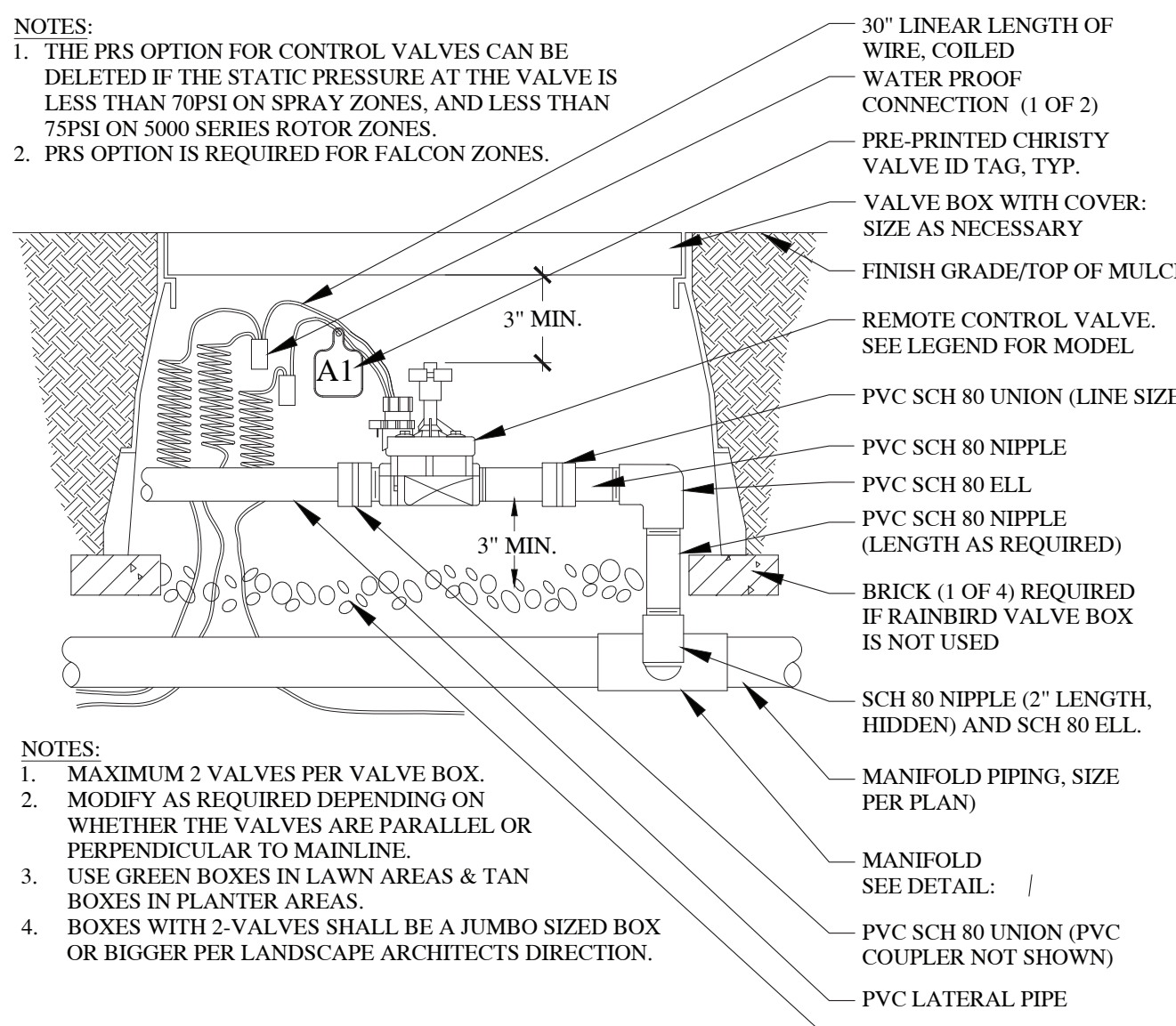
8 SLEEVING

SCALE: NTS



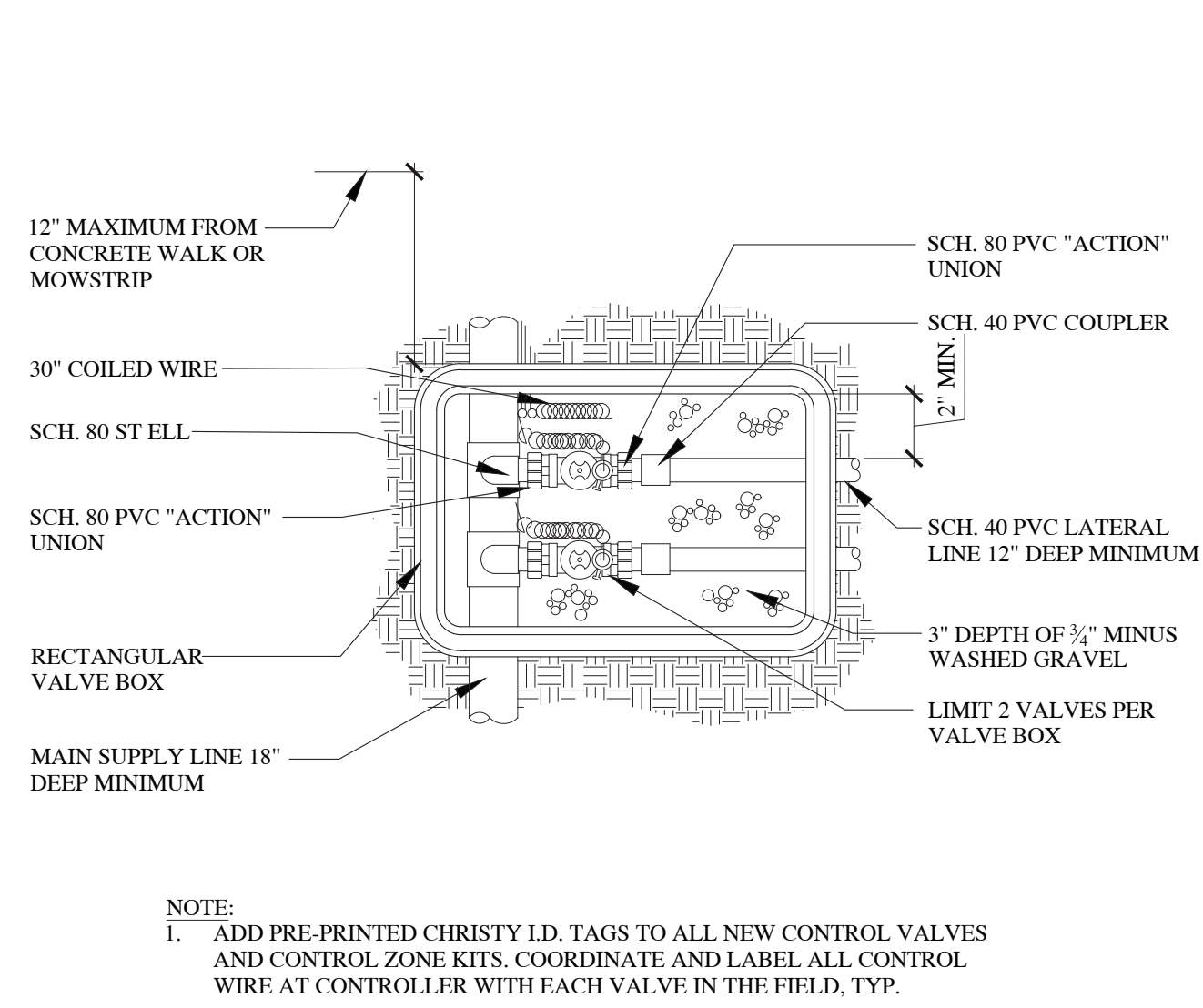
9 QUICK COUPLER VALVE

SCALE: NTS



10 CONTROL VALVE

SCALE: NTS

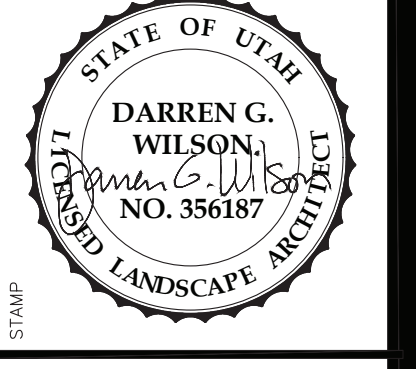


11 VALVE ASSEMBLY

SCALE: NTS



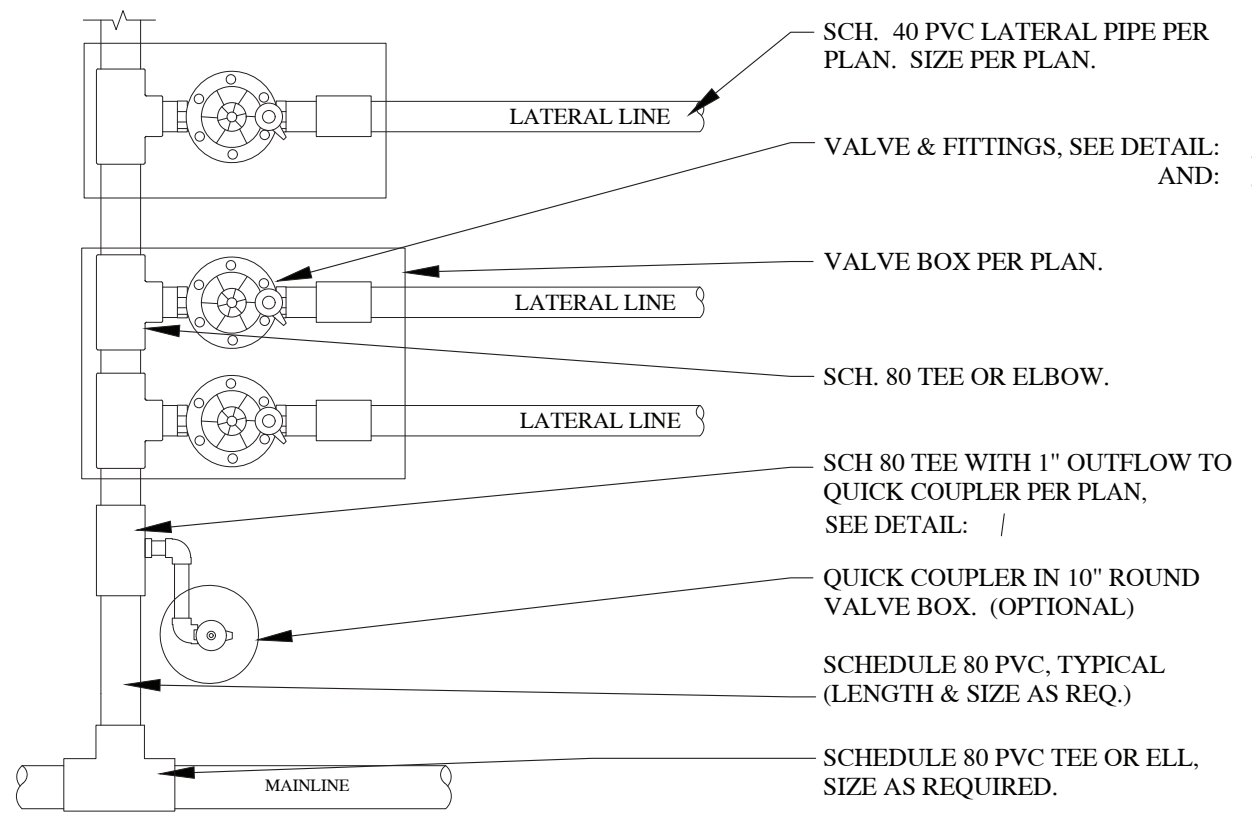
InSite
DESIGN GROUP
Landscape Architecture Land Planning
17 North 475 West American Fork, Utah 84003
801-756-5943 www.insitedesigngroup.com
architects@insitedesigngroup.com



JOHN WALDEN CLUBHOUSE
1645 EAST STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PRELIMINARY PLAN - NOT FOR CONSTRUCTION

IRRIGATION DETAILS

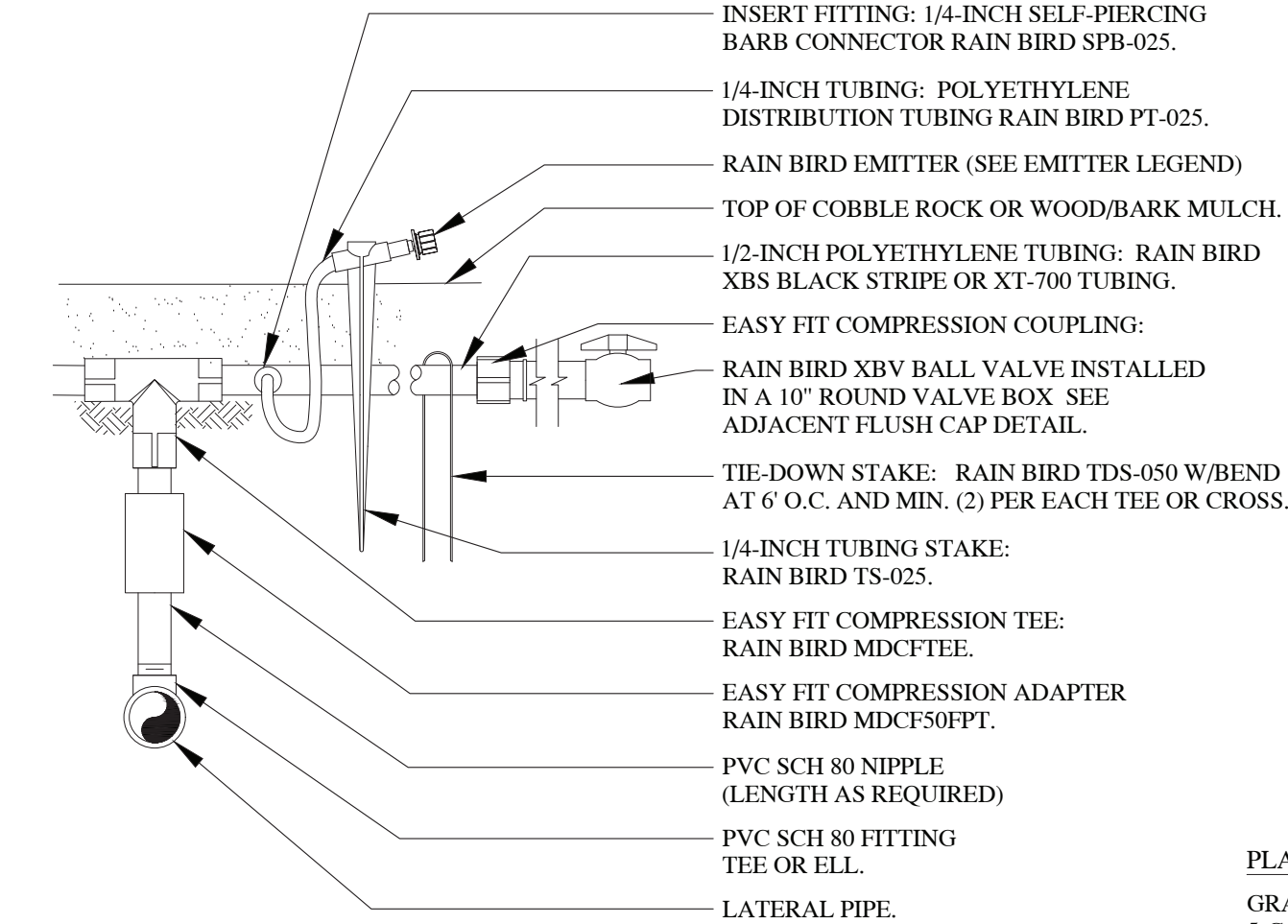
DRAWN BY: **NHS**
CHECKED: **DW**
DATE: **10/10/2017**
REVISIONS: **07/01/2019 (Permit Set)**
JOB NO. **18-117**
SHEET: **LS4.1**



- NOTES:
- ALL VALVE MANIFOLD PIPING AND FITTINGS TO BE SCH. 80 FITTINGS, UNLESS THERE IS A DRIP ZONE ALL BY ITSELF IN WHICH CASE THE PIPING SHALL BE SIZED PER THE FLOW OF THE DRIP ZONE.
 - MODIFY MANIFOLD AS NECESSARY DEPENDING ON HOW MANY VALVES ARE IN A CLUSTER.
 - MODIFY AS REQUIRED DEPENDING ON WHETHER THE VALVES ARE PARALLEL OR PERPENDICULAR TO MAINLINE.

12 VALVE MANIFOLD

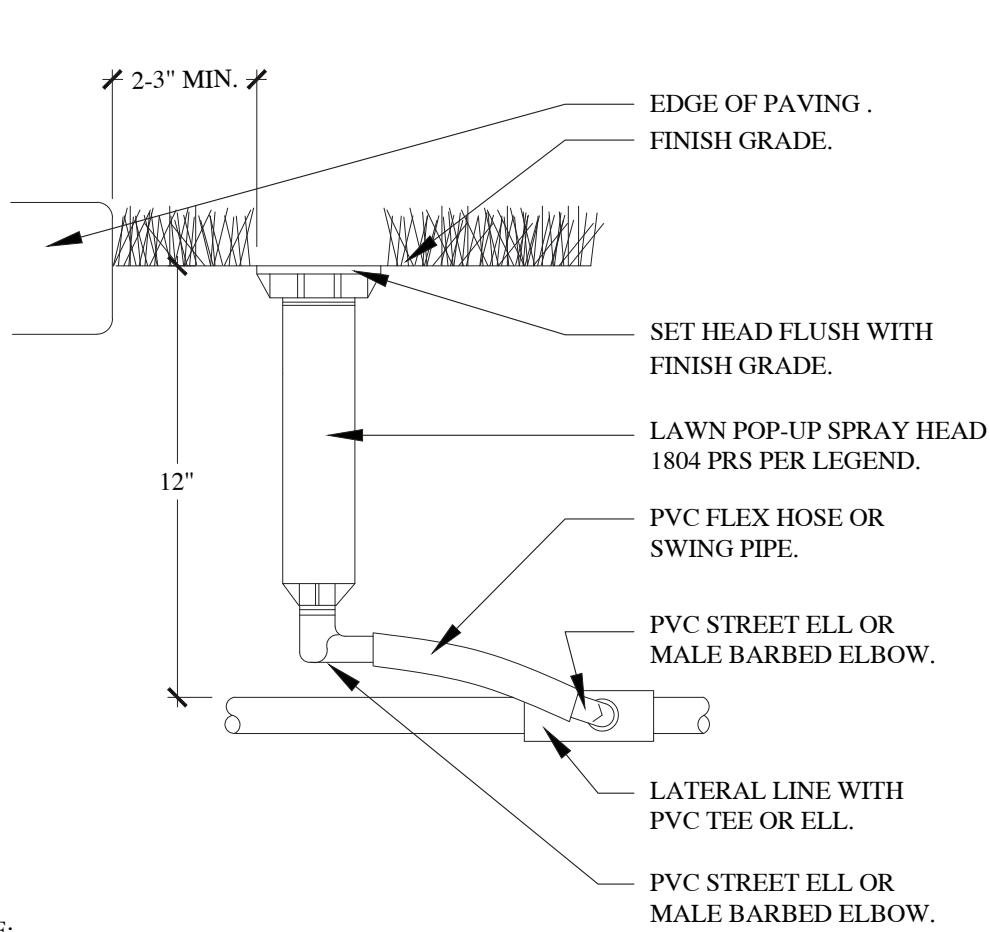
SCALE: NTS



- NOTE:
- USE XERIMAN TOOL XM-TOOL TO INSERT CONNECTOR DIRECTLY INTO 1/2-INCH POLYETHYLENE TUBING.
 - XBS TUBING MAY BE SUBSTITUTED WITH XT-700 AT CONTRACTORS OPTION.

15 RAINBIRD XERI-TUBE DRIP SYSTEM

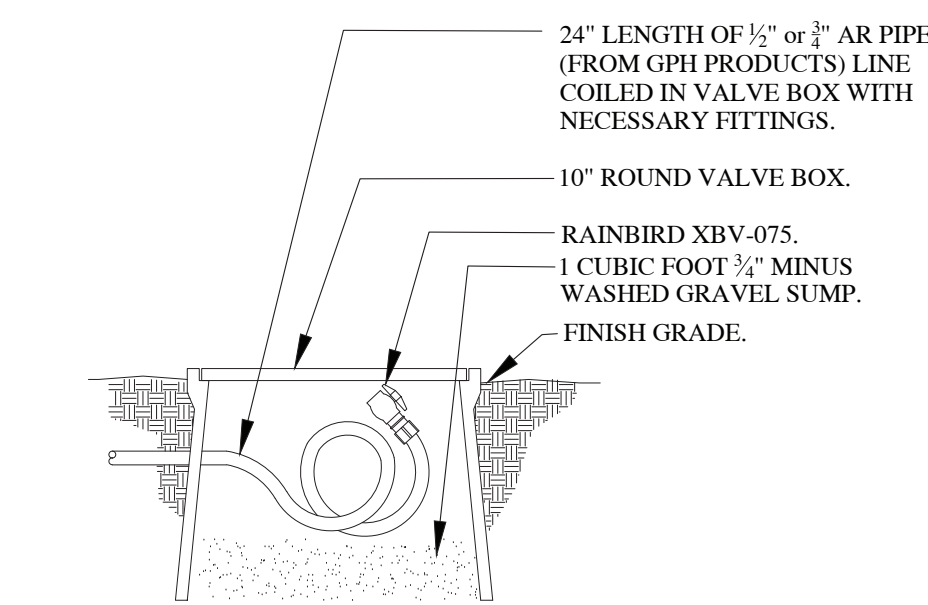
SCALE: NTS



- NOTE:
- USE VAN OR HE VAN NOZZLES AS NEEDED TO KEEP WATER OFF SIDEWALK AND BUILDING.
 - LATERAL LINES SHALL BE KEPT MIN. 12" FROM ALL SIDEWALKS AND CURBS.
 - INSTALL SAM FEATURE FOR SLOPED LAWN AREAS WHERE LOW HEAD DRAINAGE MAY OCCUR.

13 POP-UP SPRAY

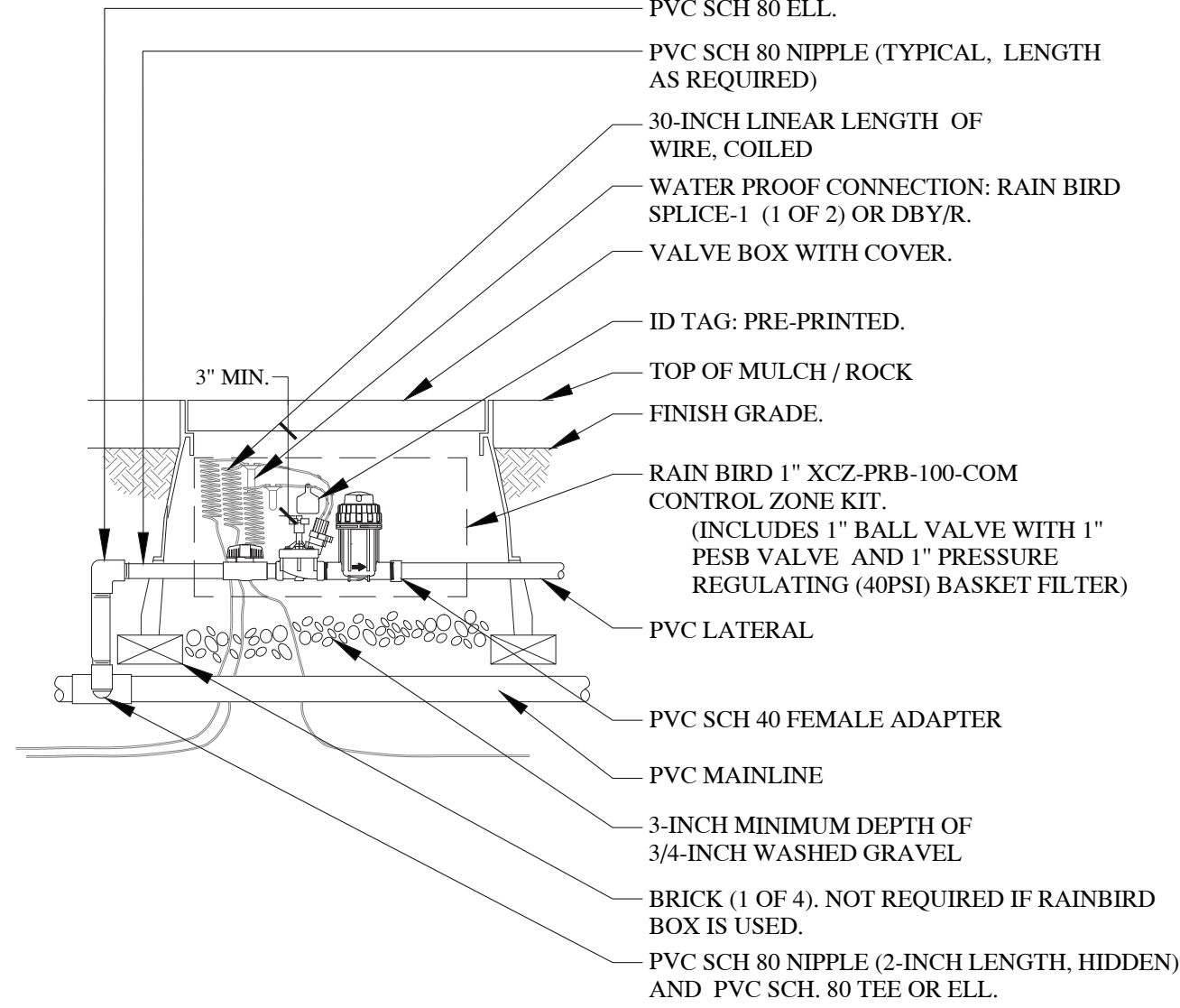
SCALE: NTS



FLUSH CAP BOX DETAIL

EMITTER LEGEND

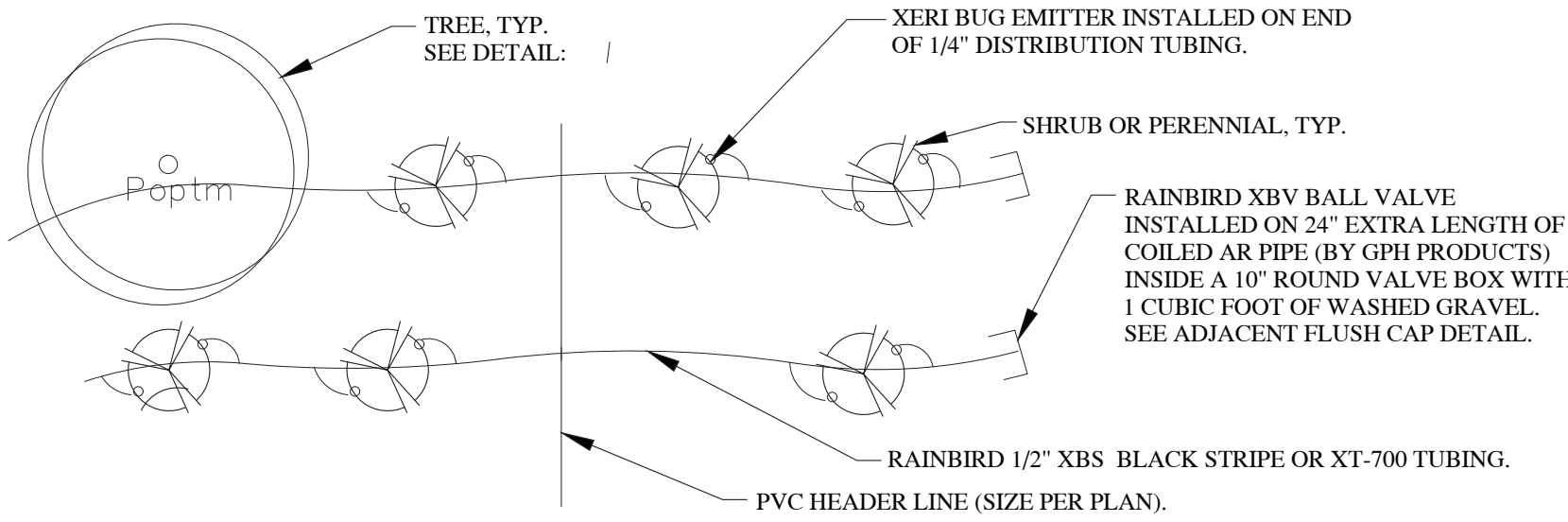
PLANT TYPE	# OF EMITTERS	TYPE OF EMITTER
GRASSES AND PERENNIALS	1	XB-20PC
5-GAL. SHRUBS	2	XB-20PC
FLOWERING TREES	4	PC-05
EVERGREEN TREES	4	PC-05
SHADE TREES	4	PC-05



14 1" DRIP CONTROL ZONE KIT

SCALE: NTS

SCHEMATIC EMITTER LAYOUT



DRIP IRRIGATION NOTES

- USE RAINBIRD XERI-TUBE DRIP SYSTEM IRRIGATION PRODUCTS FOR THE DRIP SYSTEM.
- USE CONTROL ZONE KITS AS SPECIFIED IN LEGEND.
- USE RAINBIRD TUBING AS SPECIFIED IN LEGEND. SPACE EMITTERS EVENLY AROUND ROOTBALL OF TREES, SHRUBS AND PERENNIALS. TUBING SHALL BE INSTALLED ON TOP OF THE WEED FABRIC BUT UNDER THE COBBLE ROCK.
- ALL SUPPLY LINES ARE TO BE 3/4" SCHEDULE 40 PVC UNLESS OTHERWISE NOTED ON PLAN.
- RUN TUBING PARALLEL TO CONTOURS WHEN POSSIBLE.
- INSTALL EMITTERS PER EMITTER LEGEND. ON-SITE ADJUSTMENTS TO DRIP SYSTEM MAY BE NECESSARY DUE TO DIFFERING SOIL CONDITIONS. LANDSCAPE CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO ENSURE PROPER WATERING OF ENTIRE DRIP SYSTEM.
- PVC LATERAL TO BE INSTALLED WHERE DRIPLINE RUNS UNDER SIDEWALKS OR OTHER PAVED AREAS UNLESS OTHERWISE INDICATED ON PLANS.
- FLOW THROUGH XBS OR XT-700 TUBING SHALL NOT EXCEED 4 GPM IN ANY 1 DIRECTION.
- L.C. SHALL INSTALL PC DIFFUSER CAPS ON PC-05 EMITTERS PER MANUFACTURERS SPECS.
- WHEN NATIVE PLANTS MATURE EMITTERS MAY BE ABLE TO BE DOWNSIZED DUE TO REDUCED WATER REQUIREMENTS OF NATIVE PLANTS. OWNER WILL BE RESPONSIBLE FOR ADJUSTING QUANTITY AND/OR SIZE OF EMITTERS AS PLANTS MATURE.
- DUE TO OVERSPRAY OF LAWN AREAS INTO PLANTER AREAS, SOME PLANTS MAY NOT NEED ANY AS MANY DRIP EMITTERS AS REQUESTED OR THE EMITTERS MAY BE ABLE TO BE DOWNSIZED OR ELIMINATED ALTOGETHER. PLANTS NEAR SPRAYS IN FLOWER AREAS MAY NEED FEWER OR SMALLER EMITTERS. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY SO THAT PLANTS DO NOT GET OVER OR UNDER WATERED.



CONSULTANTS:



STAMP

JOHN WALDEN CLUBHOUSE
1645 EAST STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PRELIMINARY PLAN - NOT FOR CONSTRUCTION

PROJECT:

IRRIGATION DETAILS

SHEET TITLE:

DRAWN BY: **NHS**
CHECKED: **DW**
DATE: **10/10/2017**
REVISIONS: **07/01/2019**
(Permit Set)

JOB NO. **18-117**

SHEET:

LS4.2

Walden Clubhouse



Walden Clubhouse



Walden Clubhouse



Walden Clubhouse





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	West Side Theatre Company - Temporary Site Plan		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:			
APPLICANT:	West Side Theater Company		
GENERAL PLAN DESIGNATION Park/Open Space	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

17.100.120 Temporary site plans. The planning director and planning commission may recommend waiving some of the requirements of this title or chapter when a site plan is temporary in nature. A temporary site plan approval shall be valid for a period of time as determined by the city council as part of the initial review. Applicants may request that temporary site plan approval be renewed. The same approval process procedures described in this chapter shall be followed, with the exception of the mandatory public hearing requirement. At the discretion of the planning director or planning commission, a public hearing may be required when renewing a temporary site plan application. Site Plan - An initial plan is included in our proposal. Plans will be adjusted as excavation information becomes available. Landscaping and Irrigation Plans - Included in our proposal. All landscaping installed during Phase 1 will either need no watering or can be watered by hand. Final Utility Plan - Phase 1 currently includes no connection to utilities. This will be revisited with each phase of the project. Ownership Affidavit To be drawn up in connection with agreement between Eagle Mountain City and

RECOMMENDATION:

It will be up to the City Council to determine if this use will be allowed and what agreements and conditions are appropriate.

BACKGROUND:

West Side Theater Company is a 501(c)3 non-profit organization. This application is for a temporary site plan to allow a small performance structure, storage units and necessary facilities to be installed on land just east of the SilverLake Amphitheater. The land is owned by the City and is currently unimproved. The site will include a 40x60 structure where performances will be held, portable restrooms, trash and recycling containers, shipping containers for storage and canopies from the tent to the restrooms and shipping containers. The applicant has submitted a proposal which is attached to this report. As a non-profit, the applicant is requesting the City waive the required fees. The applicant will provide more specific detail pending an agreement with the City approving the proposed use. Much of the required materials for the application will be unavailable until the site has been secured for use. An executed memorandum of understanding is attached to this report. The MOU indicates that Eagle Mountain City intends to lease land adjacent to the SilverLake Amphitheater to the West Side Theater Company for construction of a center for the arts building to be built and operated by the theater company for the benefit of Eagle Mountain City residents.

West Side Theater Company to build on the lot in question. Lighting Plan - Will be obtained following the agreement to build on the lot in question. Elevations - Will be obtained following the agreement to build on the lot in question. Multi-Family.Commercial Design Standards Checklist - Will be obtained following the agreement to build on the lot in question. Traffic Impact Study - Will be obtained following the agreement to build on the lot in question. Phasing Plan - Included in proposal. Water Rights - Not applicable for Phase 1. Sign Plan - Will be creating following the agreement to build on the lot in question. Soil Report - Will be obtained following the agreement to build on the lot in question. Fee - Request for waiver of submission fee included with the application.

PLANNING COMMISSION ACTION / RECOMMENDATION
The Planning Commission recommended approval of the temporary site plan with the following conditions: 1. The temporary site plan be reviewed after 1 year of the City council approval. 2. The lighting is reviewed and complies with the Dark Sky ordinance. 3. The temporary site is connect to power instead of using generators.
PREPARED BY:
Michael Hadley, Planning

Attachments:
[Proposal for Allowance of a Temporary Space & Storage](#)
[Memorandum of Understanding 3495_001](#)
[NEW STRUCTURE OPTION for WEST SIDE THEATRE COMPANY \(1\).pdf](#)



PROPOSAL FOR ALLOWANCE OF A SMALL
PERFORMANCE STRUCTURE ON THE LAND
NEXT TO THE SILVERLAKE AMPHITHEATRE IN
EAGLE MOUNTAIN, UT

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INTRODUCTION

General Description and Purpose of West Side Theatre Company

West Side Theatre Company is a 501(c)3 non-profit organization that began as a project among a few community members who needed the opportunity to create and perform, and the concept has grown into something much more powerful and far-reaching. Our mission now involves community outreach and education, the writing and production of original works, and cooperation and collaboration with other artistic organizations.

The purpose of West Side Theatre Company is:

- To create superb quality, high impact theatrical productions and experiences for the surrounding community members and interested patrons
- To provide artistic opportunities for artists and community members in the surrounding areas
- To promote the development of the arts and cultural activities in Eagle Mountain
- To make high quality theatrical entertainment more accessible to the community by keeping our ticket prices as modest as possible

MISSION STATEMENT:

We aim to tell excellent, inspiring, fresh stories that compel audiences and artists to greater compassion and creativity. We are dedicated and determined to strengthen community ties, reach the disenfranchised, and broaden minds and horizons.

Current Status

West Side Theatre Company has had three successful years of operation, and is on the verge of being able to bring consistent, high quality, affordable theatrical entertainment to the Western Utah Valley. However, the demands of producing theatre without a dedicated space are extremely taxing. In order for us to continue to provide our services to the community and grow at our current rate, we need our own space. We have the people, the expertise, the support, the commitment, and now all we need is the permission to proceed.

BUSINESS PLAN AVAILABLE UPON REQUEST

Statement of Adaptability

One of our most powerful assets is our ability to pivot and react to new situations and information. In the three years of our existence, we've bobbed and weaved around obstacles, dealt with surprises. We are constantly adjusting our approach while never taking our eyes off our vision. We've had people leave and opportunities fall through, but each time it's made space for new chances for growth and for bringing on new talents. The plan laid out in this proposal allows us to take advantage of our adaptability while building on the foundation of a stable

home. We are ready and eager to bring the citizens of Eagle Mountain quality, consistent, illuminating theatre experiences for many years to come.

OBJECTIVE

Obtain permission from city council to erect our structure, storage units, and necessary facilities according to the timeline put forth in this document.

PLAN

Site Plan

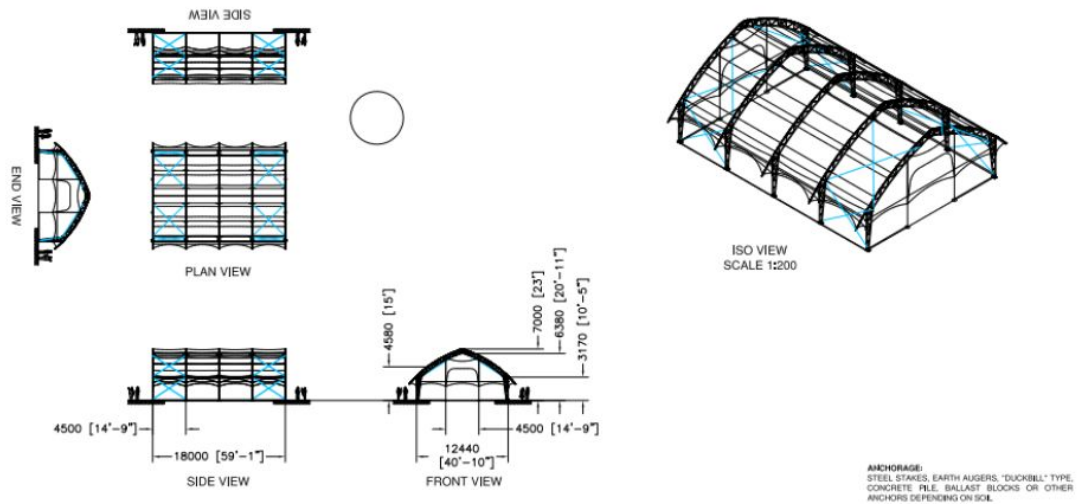


(The layout may change to accommodate new information as the project moves forward.)

The Structure

The Structure will be a 40x60ft Modular Systems Shelter with an aluminum frame that can withstand high winds, snow loads, and rain, as well as loads of hanging lights and other equipment necessary for productions. This is the same type of structure from Warner Shelter Systems that was used for the 2002 Olympics. Our first choice would be to leave the tent up year round, to decrease our labor and storage costs, as well as the longevity of the tent. Our

second choice would be to leave the frame up year round and store the fabric panels. However we are able to take the entire tent down and put it back up each year if absolutely necessary. The spec sheet for the structure we are looking at from Warner Shelter Systems is pictured below. There is also a photo example of this structure from WSS. These structures can both look nice and be very functional.



(Our structure will not have windows, this is just an example of one of the Modular Clearspan Structures)

The Concrete Slab

We will excavate and pour a 40X60ft concrete slab into which we will put anchors for the structure. This will also allow us to have a safe, level surface inside.

Ventilation

The structure will be ventilated with:

- Doors or vents in the structure walls for cross breezes and air flow

- Large fans

(Cornstock Theatre, the theatre in the Youtube link, is able to ventilate their tent sufficiently with the items mentioned above just fine, and they have been operating for over 50 years.)

- Portable air conditioning units if necessary. This structure from Warner Shelter Systems is able to be completely climate controlled if needed.

Capacity

The structure will accommodate an audience of roughly 100 patrons, and a cast and crew/staff of up to roughly 20 persons.

Longevity

The estimated lifespan of these structures is around 10 years, however, since this tent has removal fabric panels, we would not need to replace the entire tent. We can simply replace the fabric panels as needed, making this a practical, maintainable option.

Storage Space

In order to store our production equipment, as well as the tent itself in the off season, if absolutely necessary, two 8x40ft shipping containers will be placed on the lot behind the structure, and will remain on the lot year round. We can increase their aesthetic value by either wrapping the exterior in another material, or painting them. Below are some examples of how shipping containers can be made to look nice and professional.



Rodent Control

The best pest prevention for rodents in storage containers is setting the container on top of a gravel base or pressurized wooden studs and treating the containers and premises with rat repellants. All companies we researched agreed that these steps are all that is needed to keep storage units animal free. Because of the construction of the shipping containers (built with Corton steel, and the doors being double gasketed, which forms an extremely tight weather and pest proof seal), they are already more successfully rodent-proof than regular storage units. We also plan to plant a pest prevention box garden around the shipping containers to further deter rodents (they

hate mint, daffodils, sage, and lavender, all of which are plants which grow easily here in the Eagle Mountain desert) as well as increase the aesthetic appeal of the facility. If any further rodent control is needed, professional rodent control is \$100-400 a year; which can be added to the budget if necessary.

Bathrooms

Four portable toilets will be placed immediately outside the tent for patrons, one of which will be a handicap stall. We will also have an additional portable toilet in the back for our cast and crew. These portable toilets will be regularly serviced every two weeks. We will build an enclosure for the 4 porta potties out front so that they look more aesthetically pleasing from the road. We will make sure this enclosure does not interfere with their ability to be serviced. Below is an example of a possible enclosure.



Trash/Waste

During the months we are in operation we will have a dumpster and recycling onsite. These will be fully serviced by a waste management company. We will enclose these as well so that they look nice.



Parking

There will be room for at least 70 cars between the gravel space adjacent to the amphitheatre and the gravel space outside the structure, which is more than sufficient for our needs. We will also have at least two ADA parking stalls close to the entrance of the structure.

The general parking, including the ADA spaces, will be accessible to the structure via a footbridge, wide enough for two wheelchairs to pass each other comfortably, over the riverbed, with the maximum slope of 5% (per ADA).

Excavation

We will create an access road so that our trash and portable toilets can be serviced bi-monthly. This will also allow us a little bit more parking space on the east side of the treeline.

Electricity

Our first choice for power is to have temporary power run to the site from the Silverlake Amphitheatre next door. However, if that is not an option, We will make use of one or more portable generators to provide for our power needs. If we do go the generator route, we will purchase or build a generator muffler box to dampen the noise.

Scheduling

We plan on producing at least three productions every summer, as well as other educational and entertainment events with possible partners. We can coordinate with the city regarding their use of the Silverlake Amphitheatre so we can avoid the overlap of events.

Insurance

We will have the necessary business and liability insurance to cover any situation which may arise. We also have a lawyer on-hand at Non Profit Legal Services of Utah.

Security

The structure and the storage units will have secure doors that will be locked when deemed necessary.

PLAN MODEL

There is a company in Peoria, IL called Cornstock Theatre which performs in a large, covered shelter type structure every summer, and has been doing so for decades. Our structure will be similar to theirs. They remove the fabric panels each year and leave up the tent frame. Here are some photos illustrating how well this type of venue works:





Here is a link to Cornstock Theatre's Youtube channel if you are interested in learning more about how well this summer theatre works:
https://www.youtube.com/watch?v=aXKT1k7xi2U&feature=youtu.be&fbclid=IwAR3XlugeQmR8Ae7wPzzB4pSldiOCvi9ua23rHxNKZmX8h5YL8MbhSn_FKFI

BUDGET

Construction budget for phase one:

Item	Amount
Modular Clearspan Structure	62,651
Concrete Slab	12,000
Porta Potties for 6 months	3,600
Storage Containers	6000
Generator	2,500
Lights and Rigging	2,084
Large industrial fan	1000
Lumber for risers	1000
Excavation	7500
Portable toilet enclosure enclosure	3500

Trash Enclosure	2000
Mailbox	200
Insurance	1300
Gravel	2000
Stage Floor	1000
Footbridge	5000
Signage	1000
Canopies	1000
Shipping Container Gardens	300
Sound equipment-speakers	1000
Trash services for 6 months	1200
TOTAL	118,635

Operating budget for phases one and two:

This includes fundraising target construction costs for phase two. Any excess funds raised will be used to either fund educational or community outreach programs or to compensate actors, technicians, and designers for their time.

Income	2020	2021	2022	2023
Ticket Sales	\$5,000.00	\$6,000.00	\$8,000.00	\$10,000.00
Events	\$5,000.00	\$5,000.00	\$6,500.00	\$7,000.00
Sponsorships	\$12,000.00	\$14,000.00	\$14,000.00	\$15,000.00
Programs	--	\$1,000.00	\$1,000.00	\$1,500.00
Rentals	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00
Donations and Fundraising	\$118,635.00	\$150,000.00	\$250,000.00	\$60,000.00
Total Income	\$141,135.00	\$177,000.00	\$280,500.00	\$95,500.00
Expenses	2020	2021	2022	2023
Production Costs	\$16,950.00	\$18,650.00	\$21,750.00	\$25,700.00
Building Maintenance	\$500.00	\$500.00	\$500.00	\$10,000.00
Actor Compensation		\$800.00	\$1,000.00	\$2,500.00
Events	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
Programs	--	\$250.00	\$250.00	\$500.00
Supplemental Marketing		\$100.00	\$100.00	\$100.00

Construction	\$118,635.00	\$150,000.00	\$250,000.00	\$50,000.00
Misc.	\$500.00	\$500.00	\$500.00	\$1,000.00
Total Expenses	\$138,085.00	\$172,300.00	\$276,100.00	\$91,800.00
Net Income	\$3,050.00	\$4,700.00	\$4,400.00	\$3,700.00

TIMELINE

This current proposal is strictly for Phase 1 of the timeline below. We do have plans to expand in the future by building a roughly 2500 sq ft theatre center with a box office, concessions counter, lobby, bathrooms, costume shop, scene shop, and small rehearsal space. This office would help us to function more smoothly with the Modular Clearspan Structure allowing us to offer more to our community. We then have plans to add on a blackbox theatre space to the small theatre center when it becomes feasible and necessary. However, the benefit of this plan is that we can operate fully and function well even with just the modular clearspan structure and the storage units, so we can expand as we grow, plan extremely well, and take our time with each phase.

Phase 1-Modular Structure

Current and ongoing - Fundraising

- November 2019 - Excavate for and place first storage container, create sufficient access, move inventory on-site
- January 2020 - Purchase modular structure, generator, and other equipment
- March 2020 - Excavate land and pour concrete, erect footbridge, bathroom enclosure, generator muffler (if necessary)
- April 2020 - Erect tent, canopies, risers, backstage area, etc. plant mini gardens
- June 2020 - West Fest '20 begins
- October 2020 - Place second storage container to store structure if necessary, Autumn Festival

Phase 2-Theatre Center

- November 2020 -March 2022 Focus on fundraising/planning small theatre center
- June 2021 - West Fest '21 begins
- March 2022 - Excavate and pour concrete for small theatre center
- April 2022 - Begin construction on small theatre center
- June 2022 - West Fest '22 begins
- April 2023-Complete Construction on Small Theatre Center
- June 2023-West Fest '23 begins

Phase 3-Blackbox Theatre

- November 2023-November March 2025 Focus on fundraising/planning blackbox theatre
- June 2024-West Fest '24 begins

- June 2025-West Fest '25 begins
- April 2026-Begin Construction on Black Box Theatre
- June 2026-West Fest '26 begins
- April 2027-Complete Construction on black box theatre
- June 2027-West Fest '27 begins
- October 2027-1st Winter Season in the Black Box

ENDORSEMENTS AND SPONSORS

- Fetzer Architectural Woodwork
- Tyson Foods
- Infinity Concrete
- Dujour Arts
- Wright Engineers
- Scott Hazard

NEXT STEPS

We need a formal agreement giving us permission to erect the tent and necessary facilities on the space so that we can start to formally fundraise. Once we have the agreement we will fundraise and move forward with the project according to the aforementioned timeline.

CLOSING STATEMENT

One of our greatest assets is our ability to pivot quickly and react to new information, new obstacles, and new opportunities. This allows us to make smart decisions, to cater to the most immediate needs of our organization and our community, and therefore produce popular pertinent theatre productions. This plan is practical, functional, and very low risk for the City of Eagle Mountain, yet has the potential for a very high reward.

A dedicated space will allow us to not only succeed but thrive, allowing us to nurture the community in which we live. Our current method of using other spaces is impractical and unsustainable. We have beautiful, wonderful, effervescent things to offer and this structure will allow us to foster these things and therefore add to our community.

Help us make Eagle Mountain more. Help us give residents more activities to participate in and attend that are not outside of our city. Help us help this community grow and thrive.

**MEMORANDUM OF UNDERSTANDING
BETWEEN EAGLE MOUNTAIN CITY
AND WEST SIDE THEATRE COMPANY A NON-PROFIT
CORPORATION**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU"), which is a non-binding agreement, is made and entered into by and between the Eagle Mountain City, whose address is 1650 E. Stagecoach Run, Eagle Mountain, UT 84005, and the West Side Theatre Company, whose address is 902 W Red Fox Lane, Saratoga Springs, UT 84045.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Eagle Mountain City will assist the West Side Theatre Company with a center for the arts within the boundaries of Eagle Mountain City.
3. **Term of MOU.** This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than three (3) years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above. At the end of three (3) years, this MOU may be extended upon mutual agreement by both parties.
4. **Responsibilities of Eagle Mountain City.** Eagle Mountain City intends to lease city owned land adjacent to the Silverlake Amphitheater to the West Side Theatre Company for the construction of a center for the arts building to be built and operated by the Theatre Company for the benefit of the residents of Eagle Mountain City. Eagle Mountain City intends the lease amount will reflect the city's desire to be a partner in the project and is anticipated to be as low as one dollar (\$1) per year.
5. **Responsibilities of West Side Theatre Company.** The to-be-built center for the arts is to be operated primarily for residents west of Utah Lake, especially residents of Eagle Mountain. As such, it should: not be cost prohibitive to use, be inclusive and accessible to participants, and a positive presence in the community.
6. **General Provisions**
 - A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Utah. The courts of the State of Utah shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial Court of Utah County.

C. Entirety of Agreement. This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. Eagle Mountain City does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

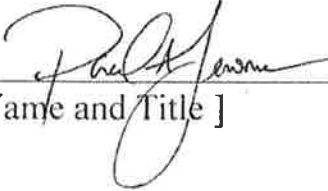
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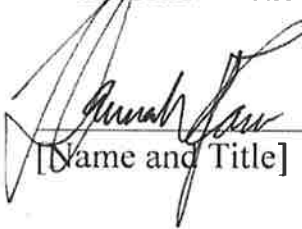
7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Eagle Mountain City

 Asst. City Administrator 6/24/19
[Name and Title] Date

West Side Theatre Company

 Artistic Director & Founder 6/24/19
[Name and Title] Date

NEW STRUCTURE OPTION for WEST SIDE THEATRE COMPANY

Our new first choice for a structure would be something from Sprung Structures. If we went with a sprung structure, we would leave the structure up year round, and could potentially have our storage space inside the structure eliminating the need for storage containers on the lot.

Benefits of a Sprung Structure:

- Can be water tight
- Can withstand hurricane winds and heavy snow loads
- Can be constructed within a few days or less.
- There are many options to make these buildings very aesthetically pleasing.
- Can be dismantled and are 100% recyclable, providing a viable solution in the event that we needed to quickly vacate the premises
- The maintenance costs are very low, and since there is a corporate office in Utah we are close to the supplier should we need to replace parts or need any sort of special maintenance. Typically the fabric membranes last 20-30 years.
- The acoustics are great
- If we went with a completely enclosed building, the fabric membrane would mute the sound significantly, which is more desirable for surrounding residents
- Affordable option
- Less construction waste

Below are some examples of how nice these structures can look, specifically for theatre applications. The first three photos are of the Shakespeare Works Theatre in Toronto Canada. The last three photos are from the Keystone Community Center in Colorado.











**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	Strides Pediatric Therapy - Site Plan and Preliminary Plat		
ITEM TYPE:	Preliminary Plat & Site Plan		
FISCAL IMPACT:			
APPLICANT:	Marley Juarez		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

The Applicant has applied for a conditional use permit for an Equine Assisted Therapy Center located on an agricultural zoned lot, (lot formerly known as the Lee Brown Barn). Equine Assisted Therapy Centers are Conditional uses within the Agriculture Zone.

The applicant is proposing to pave the road accessing the barn, paving a road around the barn, paving a parking area, constructing office/building space to conduct therapy sessions, they will be required to bring the barn in compliance with building and fire codes. The proposal is to have Equine Assisted Therapy rides within the barn, and other therapy within the to be built structures.

The proposed use is located within an agricultural neighborhood and will be bringing a large barn that is currently out of compliance into compliance with codes. The proposed use is consistent with code and the neighborhood and will provide a service which will contribute to the well-being of the community, complies with Health, Safety, welfare, compliance with title, and the general plan, thus it is in compliance with 17.95.060 A – D.

RECOMMENDATION:

Staff Recommends the following motions:

I move that the Eagle Mountain City Council approve the Strides Pediatric Therapy Center Site Plan and Preliminary Plat to the with the following conditions:

- #1) Elevations for new structures are provided showing they appear like ranch style single family homes
- #2) Building and Fire Codes are met
- #3) White Crest Drive to be paved to the property
- #4) Utah County health department approval is required for any expansion or modification to expand the septic system
- #4) Any other conditions the CC feel are appropriate.

BACKGROUND:

On April 16th 2019 the Eagle Mountain City Council approved a definition for "Equine Assisted Therapy Center" and added it as a conditional use permit in the Agriculture Zone.

On January 9th 2018 a conditional use permit for the "Lee Brown Barn" to allow for an Equestrian Center, Commercial Riding Arena, and Stables. was approved. Mr. Brown never used the barn under his conditional use permit.

The applicant is in the process of purchasing the Barn and property, and is applying for a conditional use permit, site plan, and preliminary plat to allow for an Equine Assisted Therapy Center as allowed by code.

The Utah County Health department has included the following email of approval:

Good morning Elizabeth,
After looking at Wyatt Bingham's(03216-OSP-3) analysis of the property

The proposed location is appropriate and adequate, screening is compliant with code, and no negative impacts are anticipated for neighboring properties. Traffic and impact has been addressed, thus the proposal is compliant with Conditional Use Standards in 17.95 and a Conditional Use Permit should be issued without conditions.

The proposal complies: with the standards of 17.100.050 Site Plan Development Standards

The applicant has provided a traffic study, and has shown compliance with Lighting, Grading, Drainage, and Landscaping plans.

The proposed preliminary plat conforms with preliminary Plat standards

and septic system in question(59:051:0019) , it appears that the system that is currently in place is sufficient in size to handle the flows as they have been proposed. Wyatt’s calculations (using State Rule R-317-4 Table 3) state that 87.66 linear feet of trench would be necessary to handle the estimated 920 gallons per day. According to his report, 88 linear feet of trench is present and overall operation and function of the current onsite waste water system is “very good”.

Thanks,

Drew Rasmussen, EHS
151 South University Avenue
Provo, UT 84601
Office: (801)851-7503

PLANNING COMMISSION ACTION / RECOMMENDATION

The Planning Commission moved to recommend approval to the City Council of the Strides Pediatric Therapy Center site plan and preliminary plat with the following conditions:
--

- | |
|--|
| <ol style="list-style-type: none"> 1. Elevations for new structures shall be provided showing they appear like ranch-style single-family homes; 2. Building and Fire Codes shall be met; 3. White Crest Drive shall be paved to the property; and 4. The appropriate officials shall review the current septic system. Said septic system shall be improved or modified to meet the requirements of the approved commercial use. Additionally, the leech field shall be located in such a way as to not contaminate the neighboring property’s water supply, as determined by the Utah County Health Department. |
|--|

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PREPARED BY:
Michael Hadley, Planning

- Attachments:**
- Overall Site Plan
 - Site Plan
 - Office Photographs
 - Office Elevations - Color
 - Office Elevations

811

Know what's below.
Call before you dig.

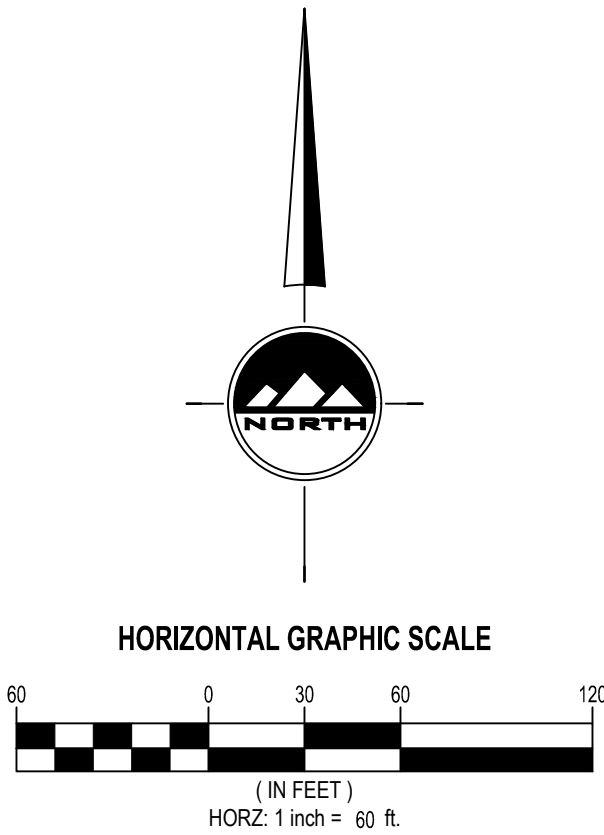
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTHEAST CORNER OF SECTION 19,
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4895.04'

- GENERAL NOTES
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 3. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 4. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 5. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
THE RANCH AT POLE CANYON, LLC
13417 SOUTH AINTREE AVENUE
DRAPER, UTAH 84020

CONTACT:
PHONE: 801-433-2453

THE RANCH AT POLE CANYON

WHITE CREST DRIVE

POLE CANYON, UTAH

OVERALL SITE PLAN

PROJECT NUMBER
9002

PRINT DATE
9/10/19

DRAWN BY

CHECKED BY

PROJECT MANAGER

C-100

103

811

Know what's below.
Call before you dig.

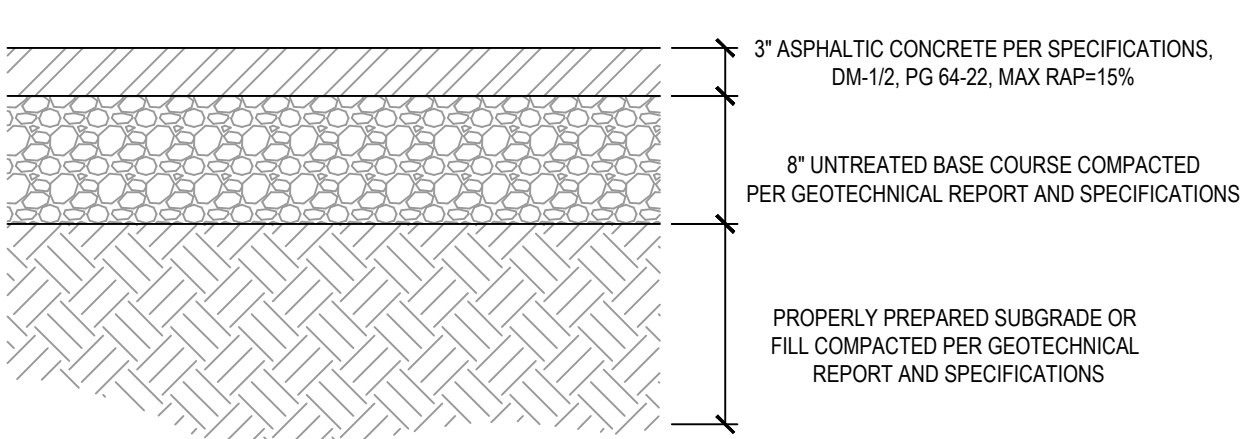
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
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BENCHMARK

NORTHEAST CORNER OF SECTION 19,
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

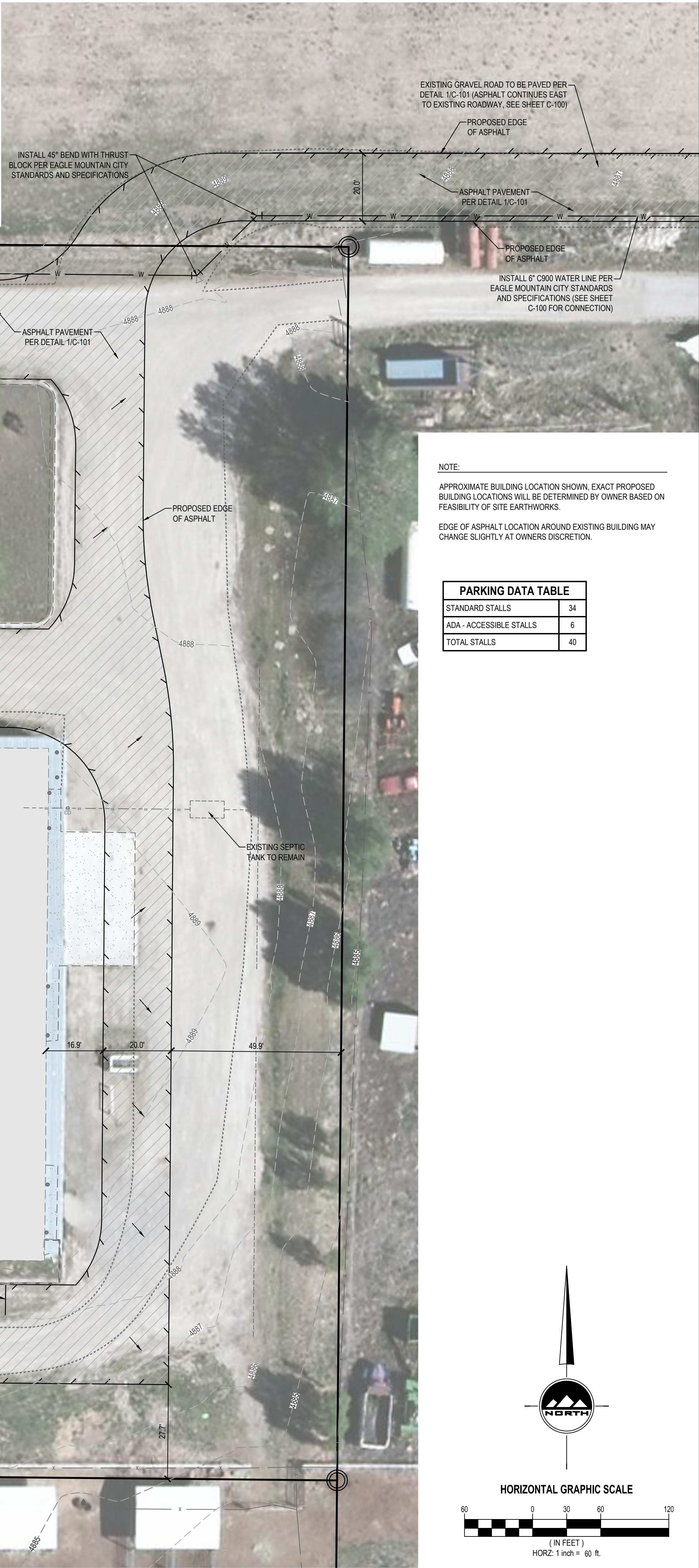
ELEV = 4895.04'

- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



- ASPHALT NOTES**
- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
 - ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
 - REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.

1 STANDARD ASPHALT SECTION
SCALE: NONE



NOTE:
APPROXIMATE BUILDING LOCATION SHOWN, EXACT PROPOSED BUILDING LOCATIONS WILL BE DETERMINED BY OWNER BASED ON FEASIBILITY OF SITE EARTHWORKS.
EDGE OF ASPHALT LOCATION AROUND EXISTING BUILDING MAY CHANGE SLIGHTLY AT OWNERS DISCRETION.

PARKING DATA TABLE	
STANDARD STALLS	34
ADA - ACCESSIBLE STALLS	6
TOTAL STALLS	40

EN SIGN

THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
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DRAPER, UTAH 84020
CONTACT:
PHONE: 801-433-2453

THE RANCH AT POLE CANYON
WHITE CREST DRIVE
POLE CANYON, UTAH

SITE PLAN

PROJECT NUMBER
9002

DRAWN BY

PROJECT MANAGER

PRINT DATE
9/10/19

CHECKED BY

C-101









**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	SilverLake South - Preliminary Plat		
ITEM TYPE:	Preliminary Plat		
FISCAL IMPACT:			
APPLICANT:	Flagship Homes (Bronson Tatton)		
GENERAL PLAN DESIGNATION Neighborhood Residential 1 & 2	CURRENT ZONE Residential - SilverLake Master Development Plan/Agreement	ACREAGE	COMMUNITY SilverLake

PUBLIC HEARING:
No

REQUIRED FINDINGS:

If the proposed development complies with all applicable development requirements and utility standards for the site, is in the public interest and is fully consistent with any applicable master development plan and development agreement previously approved by the City, and the submission is complete in all respects, the City Council shall take action on the proposed development application as allowed by this title. The City Council may approve, approve with conditions, disapprove based upon findings of facts, or table the application and request further information to resolve any issues or questions prior to approval.

**PLANNING COMMISSION
ACTION/
RECOMMENDATION**

RECOMMENDATION:

See the "Planning Commission Action/Recommendation" section of this report.

BACKGROUND:

BACKGROUND: On July 23 the Planning Commission reviewed the SilverLake South preliminary plat and held a public hearing. The application was ultimately tabled until the developer included a road connecting into Silver Creek Way and provided additional parks and open space information. On September 24th the Commission recommended approval of the application with conditions (see the "Planning Commission Action/Recommendation" section of this report).

A total of 1,200 units are permitted in SilverLake south of the wash (according to the SilverLake Master Development Plan/Agreement), including:

- Up to 800 units in Areas "C" and "D" which includes the 28.4 acres to the East of Silverlake Parkway and 83 acres in Area D, also including a church and school site. These areas allow for single-family homes, cluster homes, and townhomes.
- Up to 400 units in Area "E" which contains approximately 78.6 Acres. This area is a single-family area.

Currently 278 Units have been approved in SilverLake 16-20, and an additional 791 are being proposed with this plat, bringing the total number of units to 1,069, which is 131 units LESS than allowed by the MDA/MDP. The total units south of the wash are proposed as follows:

- 492 single-family lots (55-foot minimum frontages)
- 320 cluster style lots
- 257 townhome units

On September 24th the Planning Commission reviewed this proposal and discussed the following concerns:

- Connectivity in the northwest area (road that doesn't comply with the connectivity code) and in the southeast area (applicant was willing to modify the access points).
- Park sizes and locations. The SilverLake MDA requires pocket parks to be at least 0.5 acres in size and within 1/4 mile of every lot.
- The street name of the street that will connect across the wash to Silver Creek Way should be the same. Nobody lives on that street yet, so the name can be changed.
- Cluster lots may not strictly comply with the definition of cluster lots in the City Code or the MDA.

The Commission ultimately recommended approval of the SilverLake South Preliminary Plat with the following conditions:

- 1) Applicant shall pay a cash escrow to the City of \$2,810.40 per lot at plat recording
- 2) Detailed landscape plans, including the design and amenities (point calculations), for the parks shall be submitted for approval by the Parks Director and Planning Director along with the associated final plat.
- 3) A detailed landscape plan shall be submitted for approval by the Planning Commission prior to approval of any final plats north of Golden Eagle Road.
- 4) Fencing along collector roads (SilverLake Parkway and Golden Eagle Road) shall match the collector road fencing approved for the Silverlake South area.
- 5) The road connection to Silver Creek Way (across the wash) shall be built prior to

Per the SilverLake MDP Paragraph 6b the applicant is required to provide 14.541 acres of Improved parks throughout the development; 5.789 acres were provided north of the wash, thus the applicant shall demonstrate that at least 8.752 acres of improved open space are provided south of the wash. The plans indicate that 12.2 acres of improved open space will be provided. All Units in this development will also have access to the SilverLake South Pool and Clubhouse.

ITEMS TO CONSIDER

PARKS & OPEN SPACE

The SilverLake Master Development Plan requires an additional 8.752 acres of open space south of the Tickville wash. Per Code, the City has been collecting an escrow based on the fee-in-lieu amount detailed in city code for each lot south of the wash. Escrowed money is to be released upon completion of sufficient park areas in SilverLake South. The escrow amount has been calculated as follows:

- The fee-in-lieu for improved open space is \$5.75 a square foot
- 8.752 acres of improved open space is required south of the wash ($8.752 * 43,560 = 381,237.12$ sf)
- $\$5.75 * 381,237.12 = \$2,192,113.44$
- Cost divided among 1,170 anticipated units south of the wash ($\$2,192,113.44 / 1,170 = \$1,873.60/\text{lot}$)
- $\$1,873.60 * 150\% = \$2,810.40$ per lot

This is the final Preliminary Plat for SilverLake, thus the City Council shall determine if the parks plan is appropriate. The plans now include 12.2 acres of improved open space, including a 3.65-acre neighborhood park, the clubhouse park area, townhome pocket parks, and improved power corridor areas. Staff recommends that detailed landscape plans including the design and amenities (point calculations) for the parks be submitted for approval by the Parks Director and Planning Director along with the associated final plat. We also recommend that a detailed landscape plan be submitted for approval by the Planning Commission prior to approval of any final plats north of Golden Eagle Road.

SOUTHEAST AREA

The applicant has discussed with Alpine School District the issue of school traffic and traffic from the southeast development area. The applicant indicated that the School District will do their best to have the western school access be the main student drop-off area, while the drive aisles off of Golden Eagle Road will be intended to be used for kindergarten drop-off and buses. All 115 units access Golden Eagle Road, which creates the potential for conflicts during school drop-off and pick-up times. The applicant has agreed to remove the northwest access and make a connection to SilverLake Parkway instead. We believe this will provide a safer and more convenient situation for the school children as well as the residents of that area. See the attached exhibit that

recording any plat north of Harvest Crop Drive.

6) Southeast Area - Applicant shall eliminate the northwest entrance and relocate it to SilverLake Parkway rather than Golden Eagle Road.

7) The road that will connect to Silver Creek Way shall continue that name to the south.

We also recommend two additional conditions of approval, based upon a requirement in the SilverLake MDA and the Connectivity Code:

8) Developer shall construct an upgraded entryway monument at either the western edge of the project (along Golden Eagle Road) or the southern end of the project at SilverLake Parkway. Improvements shall consist of a landscaped entryway with a permanent monument sign bearing the name of the subdivision. The monument must be approved by the Planning Commission along with the Landscape Plan.

9) The long street in the northwest area shall be modified to comply with the City's Connectivity Code by being redesigned or by adding a pedestrian connection to the road to the south.

If this item is approved as part of the consent agenda, the approval would include all of these recommended conditions.

PREPARED BY:

Steve Mumford,
Planning

shows this change.

LOT FRONTAGE & CLUSTER HOMES

All lots that include 55 feet of frontage or greater shall include side setbacks of 5 feet and 10 feet (garage side). Cluster lots shall comply with Exhibit D of the SilverLake MDA. Some of the cluster lots located in the south-central and central area of the plat are questionable as to their compliance with the definition found in the City Code and the SilverLake MDA: "These homes are generally located on a small lot or clustered near other detached homes, and generally include a park, courtyard, or additional improved open space within the immediate neighborhood. These are not just small single-family lots; they are to be designed with parks, courtyards, or open space as an integral part of the neighborhood." The City Council must decide if the cluster lots all comply with that definition.

SCHOOL AND CHURCH DENSITY

Paragraph 8 of the SilverLake MDA states that "if a church or school is built in the master development...the total number of units for that area will be reduced by the approved area density." Technically, then, the number of units in Area C (east of SilverLake Parkway) should be reduced based on the maximum density of that area (7.04 du/ac) and the acreage of the school and church sites. My calculations indicate that the development area on the east side of SilverLake Parkway contains a total of 32.67 acres. Removing the school (10.84 ac) and church (4.92 ac) sites leaves 16.91 acres. At 7.04 du/ac a total of 119 units would be remaining in that area. The 3.555-acre church site in Area E would also result in a reduction of 18 lots based upon a density of 5.08 du/ac. The total required reduction in units based upon the school and churches, then, would be 99. The applicant has reduced the total lot count by 131 (32 more than required).

FENCING

Fencing along collector roads shall match the collector road fencing approved for the SilverLake South area.

TRAFFIC STUDY

The Applicant completed a traffic study that anticipated 1,200 Units in SilverLake south of the wash. This was reviewed by the Planning Commission and City Council during the SilverLake 18, 19, and 20 Plats, and no changes have been made to it.

The Traffic Study shows multiple intersections currently operating at a LOS F without the project, or any mitigation. When the project's traffic is calculated into the traffic study at least one approach of every intersection within the study area is failing by 2023 in the AM and PM peak hours (without mitigation).

The Traffic Study then looks at the project traffic with Roadway improvements which include:

- Widening of Pony Express Parkway to 4 lanes (this is already completed)
- A Signal at the intersection of Pony Express Parkway & Porters Crossing (already completed)
- A Signal at the Intersection of Woodhaven Boulevard and Pony Express Parkway (when the warrants are met. A signal was installed instead at SilverLake Parkway, where warrants were already met)
- Four-way stop at the intersection of Porters Crossing Parkway and Golden Eagle Road

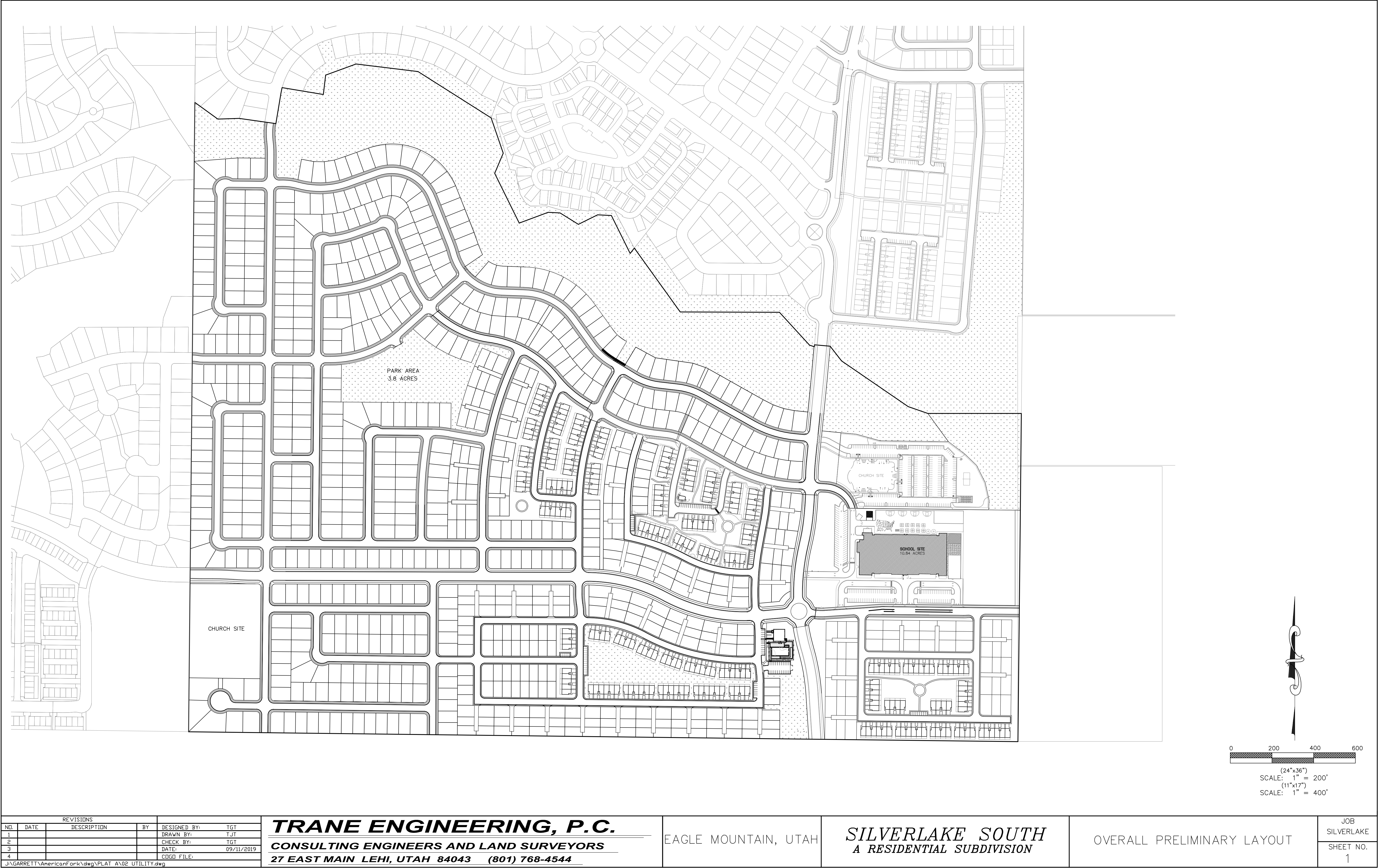
With the planned roadway improvements every intersection operates at an acceptable LOS, and at a higher LOS than currently exists independent of this project.

CONNECTIVITY CODE

A long road in the northwest area of the project does not comply with the Connectivity Code. We recommend either a redesign of the project or a pedestrian connection be included to the road to the south.

Attachments:

[SilverLake South Preliminary Plat](#)
[Silver Lake South Open Space Exhibits_9.5.2019](#)
[Silverlake Southeast Modification](#)
[SilverLake MDP 2013](#)
[SilverLake Parks Map 2013](#)
[Silverlake Amended MDA 2013](#)
[Silverlake South Preliminary Plat - UPDATED 09-26-19](#)



REVISIONS				DESIGNED BY: TGT	
NO.	DATE	DESCRIPTION	BY	DRAWN BY: TGT	
1				CHECK BY: TGT	
2				DATE: 09/11/2019	
3				CDD: FILE	
4					

J:\GARRETT\AmericanFork\dwg\PLAT A\02 UTILITY.dwg

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

EAGLE MOUNTAIN, UTAH

SILVERLAKE SOUTH
A RESIDENTIAL SUBDIVISION

OVERALL PRELIMINARY LAYOUT

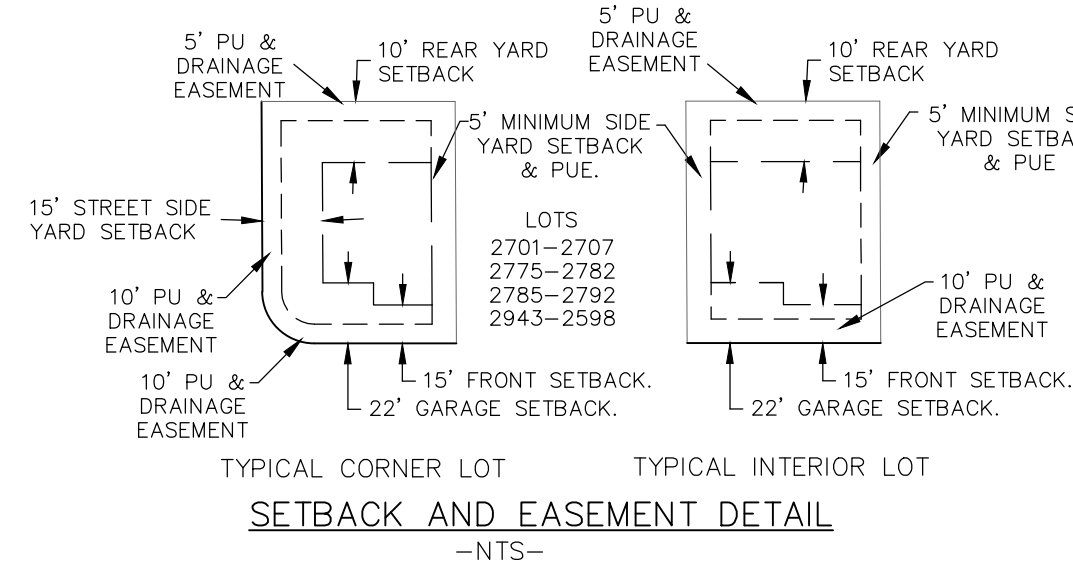
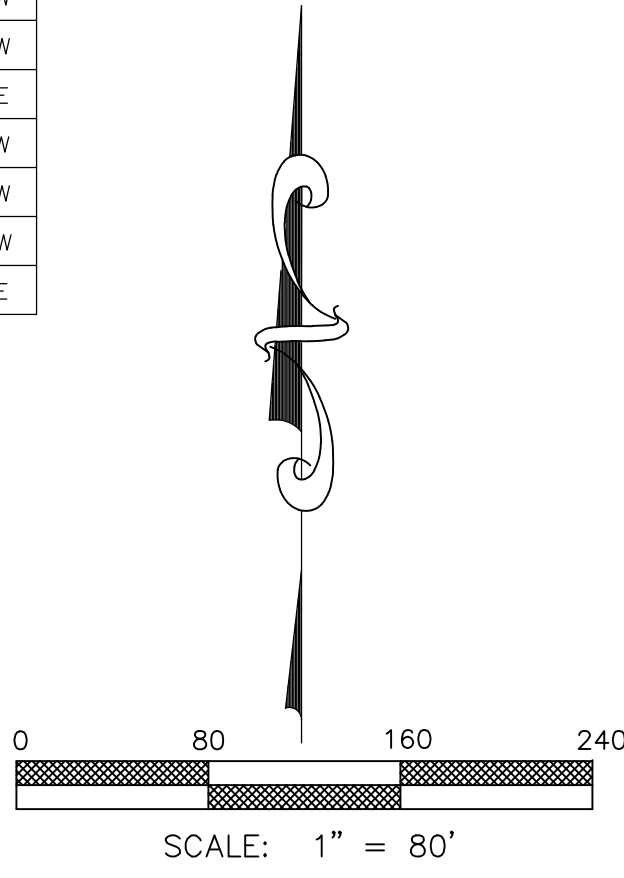
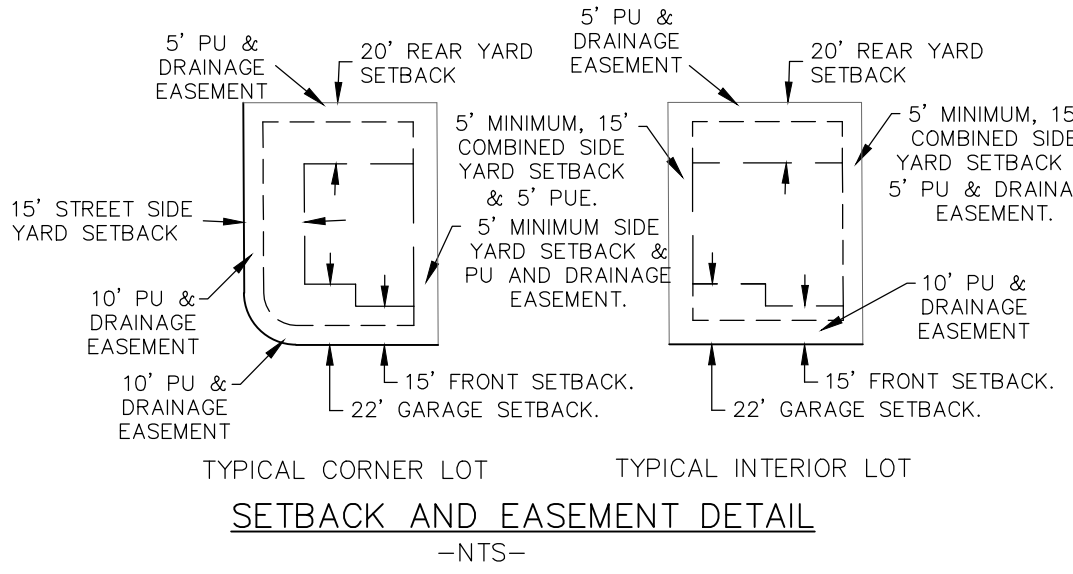
JOB
SILVERLAKE
SHEET NO.
1



BOUNDARY DESCRIPTION
Beginning at a point which is North 89°20'14" West 1991.65 feet along the section line and North 802.35 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence Westerly 66.49 feet along the arc of a 835 feet radius curve to the left, through a central angle of 0°43'45" the chord of which bears North 87°04'07" West 66.48 feet; thence North 89°21'00" West 12.72 feet; thence Northwesterly 23.44 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°32'20" the chord of which bears North 44°34'50" West 21.13 feet; thence North 89°25'20" West 40.00 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°59'10" the chord of which bears South 45°10'55" West 21.21 feet; thence North 89°49'30" West 665.95 feet; thence North 00°11'20" East 89.99 feet; thence North 25°47'09" East 58.77 feet; thence North 00°36'45" East 408.09 feet; thence North 00°34'41" East 360.67 feet; thence South 89°23'16" East 90.11 feet; thence North 89°05'23" East 53.02 feet; thence South 89°23'16" East 90.10 feet; thence North 00°36'41" East 65.30 feet; thence Northeasterly 246.82 feet along the arc of a 528.50 foot radius curve to the left, through a central angle of 26°45'30" the chord of which bears North 70°54'47" West 244.58 feet; thence Southeasterly 20.41 feet along the arc of a 15 foot radius curve to the right, through a central angle of 77°57'03" the chord of which bears South 83°29'26" East 18.87 feet; thence North 57°34'33" East 54.30 feet; thence Northerly 24.65 feet along the arc of a 15 foot radius curve to the right, through a central angle of 94°09'07" the chord of which bears North 01°36'41" East 21.97 feet; thence North 48°09'44" East 143.86 feet; thence Southeasterly 22.31 feet along the arc of a 15 foot radius curve to the right, through a central angle of 03°20'44" the chord of which bears South 26°15'37" West 71.61 feet; thence Southwesterly 25.40 feet along the arc of a 15 foot radius curve to the right, through a central angle of 97°01'10" the chord of which bears South 73°05'51" West 22.47 feet; thence North 31°36'28" West 53.00 feet; thence South 58°23'34" East 13.08 feet; thence Southeasterly 20.71 feet along the arc of a 15 foot radius curve to the right, through a central angle of 95°40'14" the chord of which bears North 00°19'37" East 22.24 feet; thence North 48°09'44" East 73.71 feet; thence South 51°39'18" East 71.23 feet; thence South 63°30'22" East 79.27 feet; thence South 75°28'36" East 72.36 feet; thence South 85°52'05" East 66.64 feet; thence South 87°45'09" East 56.46 feet; thence South 76°58'28" East 52.60 feet; thence South 69°13'05" East 51.52 feet; thence North 89°49'30" West 66.48 feet; thence North 89°25'20" West 40.00 feet; thence South 53°46'51" East 53.46 feet; thence South 43°53'01" East 53.03 feet; thence South 36°07'41" East 55.16 feet; thence South 55°06'08" East 67.80 feet; thence South 56°49'04" East 64.27 feet; thence South 56°49'04" East 64.27 feet; thence Southwesterly 71.62 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of 03°20'44" the chord of which bears South 26°15'37" West 71.61 feet; thence Southwesterly 25.40 feet along the arc of a 15 foot radius curve to the right, through a central angle of 97°01'10" the chord of which bears South 73°05'51" West 22.47 feet; thence North 31°36'28" West 53.00 feet; thence South 58°23'34" East 13.08 feet; thence Southeasterly 20.71 feet along the arc of a 15 foot radius curve to the right, through a central angle of 79°06'07" the chord of which bears South 18°50'31" East 19.10 feet; thence Southwesterly 16.94 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of 00°47'22" the chord of which bears South 20°18'48" West 16.94 feet; thence South 70°04'56" East 53.00 feet; thence Northeasterly 26.62 feet along the arc of a 15 foot radius curve to the right, through a central angle of 101°41'22" the chord of which bears North 70°45'45" East 23.26 feet; thence South 58°23'34" East 8.49 feet; thence Southeasterly 61.35 feet along the arc of a 557.50 foot radius curve to the left, through a central angle of 06°18'19" the chord of which bears South 61°32'44" East 61.32 feet; thence South 17°31'19" West 64.04 feet; thence South 14°47'34" West 89.29 feet; thence South 06°55'27" West 92.94 feet; thence South 02°47'40" West 94.13 feet; thence South 00°11'20" West 316.14 feet to the point of beginning.

Parcel contains: 37.39 acres

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	66.49	835.00	4°33'45"	66.48	N87°04'07"W
C2	23.44	15.00	89°32'20"	21.13	S44°34'50"E
C3	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C4	23.57	15.00	90°00'50"	21.22	S44°49'05"E
C5	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C6	246.82	528.50	26°45'30"	244.58	N70°54'47"E
C7	20.41	15.00	77°57'03"	18.87	N83°29'26"W
C8	24.65	15.00	94°09'07"	21.97	S01°36'41"W
C9	22.31	15.00	85°13'51"	20.31	N89°13'21"W
C10	25.05	15.00	95°40'14"	22.24	S00°19'37"W
C11	71.62	1226.50	3°20'44"	71.61	S26°15'37"W
C12	25.40	15.00	97°01'10"	22.47	N73°05'51"E
C13	20.71	15.00	79°06'07"	19.10	N18°50'31"W
C14	16.94	1226.50	0°47'29"	16.94	S20°18'48"W
C15	26.62	15.00	101°41'22"	23.26	S70°45'45"W
C16	61.35	557.50	6°18'19"	61.32	S61°32'44"E



SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT
-NTS-

REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1				TGT
2				TJT
3				TGT
4				3/20/2019
			COGO FILE:	

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

EAGLE MOUNTAIN UTAH

SILVERLAKE SOUTH
(CENTRAL AREA)

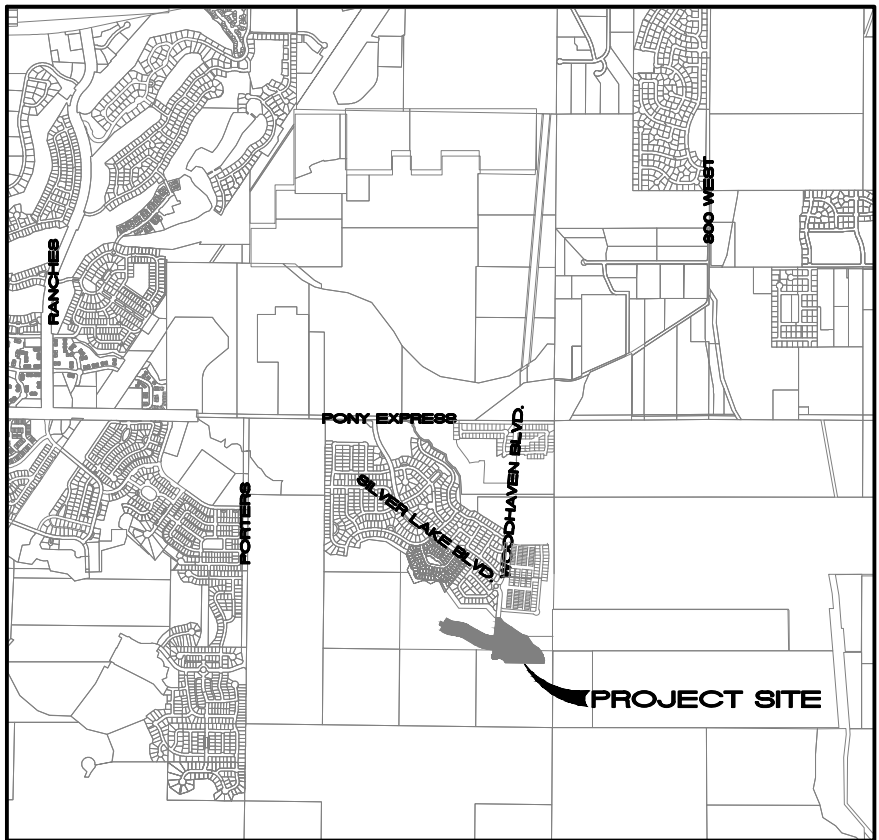
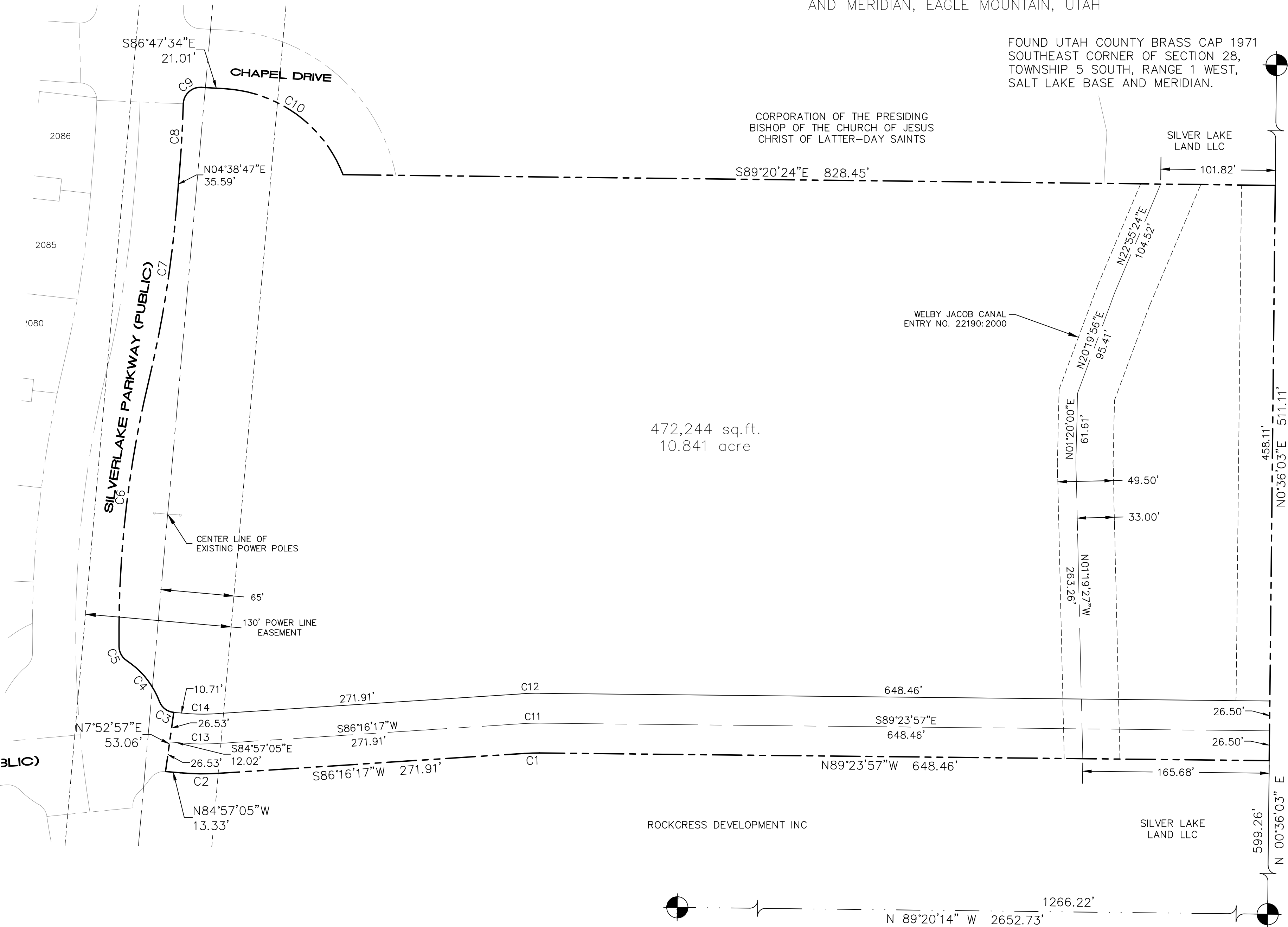
PRELIMINARY PLAT

JOB	
SHEET NO.	
1	

J:\Silver lake south\dwg\overall\Central Preliminary.dwg

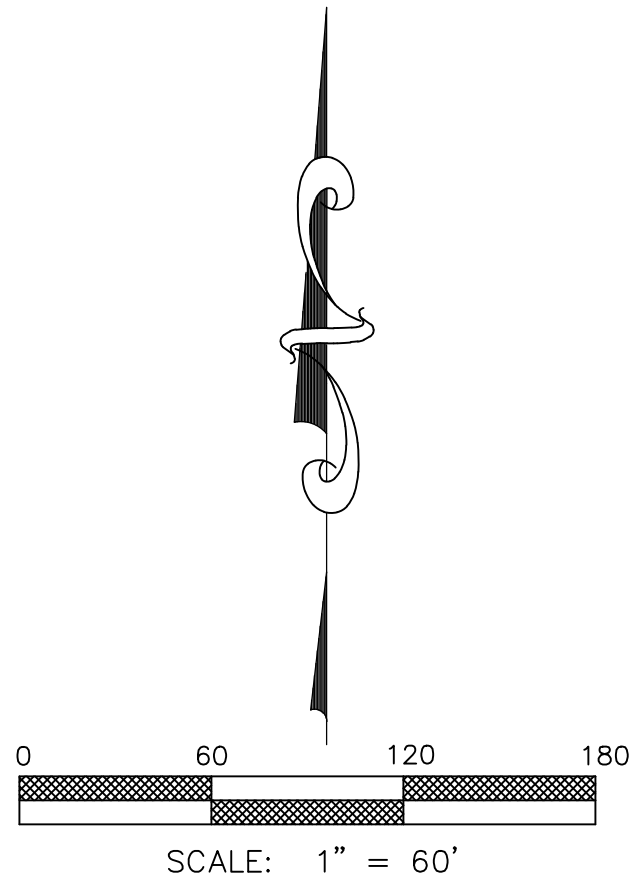
SILVERLAKE PLAT "20"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



VICINITY MAP
NTS

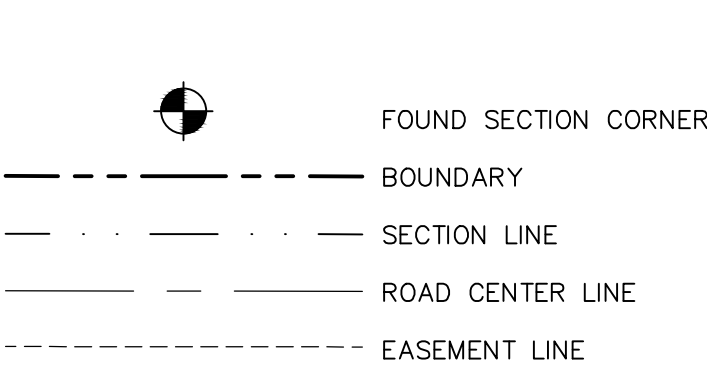
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS



Curve Table					
Curve #	Length	Radius	Delta	CHORD	CHORD BEARING
C1	13.11'	173.50	4°19'46"	13.11'	S88°26'10"W
C2	34.70'	226.50	8°46'37"	34.66'	S89°20'24"E
C3	16.84'	15.00	64°19'22"	15.97'	S52°47'25"E
C4	47.32'	75.00	36°08'49"	46.54'	N38°42'08"W
C5	14.68'	15.00	56°03'30"	14.10'	S28°44'48"E
C6	237.74'	962.50	14°09'07"	237.13'	S06°21'30"W
C7	159.28'	1038.50	8°47'16"	159.13'	N09°02'26"E
C8	54.17'	1037.50	2°59'30"	54.17'	N03°09'02"E
C9	23.97'	15.00	91°33'09"	21.50'	S47°25'52"W
C10	137.32'	120.00	65°33'50"	129.95'	N54°00'39"W
C11	15.11'	200.00	4°19'46"	15.11'	S88°26'10"W
C12	17.11'	226.50	4°19'46"	17.11'	S88°26'10"W
C13	30.64'	200.00	8°46'37"	30.61'	S89°20'24"E
C14	26.58'	173.50	8°46'37"	26.55'	S89°20'24"E

FOUND UTAH COUNTY BRASS CAP 1959
SOUTH QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

FOUND UTAH COUNTY BRASS CAP 1971
SOUTHEAST CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.



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

ROCKY MOUNTAIN POWER DATE

DOMINION GAS COMPANY APPROVAL

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

Approved this _____ day of _____, 20____ Dominion Gas Company
By: _____ Title: _____

DIRECT COMMUNICATIONS APPROVAL

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

DIRECT COMMUNICATIONS DATE

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-12. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

(SURVEYOR), P.L.S.

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is North 0°36'03" East 599.26 feet along the section line from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°23'57" West 648.46 feet; thence Westerly 13.11 feet along the arc of a 173.50 foot radius curve to the left, through a central angle of 4°19'46" the chord of which bears South 88°26'10" West 13.11 feet; thence South 86°16'17" West 271.91 feet; thence Westerly 34.70 feet along the arc of a 226.50 foot radius curve to the right, through a central angle of 8°46'37" the chord of which bears North 89°20'24" West 34.66 feet; thence North 84°57'05" West 13.33 feet; thence North 0°36'03" East 53.06 feet; thence Northwesterly 16.84 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 64°19'22" the chord of which bears North 52°47'25" West 15.97 feet; thence Northwesterly 47.32 feet along the arc of a 75.00 foot radius curve to the left, through a central angle of 36°08'49" the chord of which bears North 38°42'08" West 46.54 feet; thence Northwesterly 14.68 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 56°03'30" the chord of which bears South 28°44'48" West 14.10 feet; thence Northerly 237.74 feet along the arc of a 962.50 foot radius curve to the right, through a central angle of 14°09'07" the chord of which bears North 6°21'30" East 237.13 feet; thence Northerly 159.28 feet along the arc of a 1038.50 foot radius curve to the left, through a central angle of 8°47'16" the chord of which bears North 9°02'26" East 159.13 feet; thence North 4°38'47" East 35.59 feet; thence Northerly 54.17 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 2°59'30" the chord of which bears North 3°09'02" East 54.17 feet; thence Southwesterly 23.97 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 91°33'09" the chord of which bears North 4°7'25" East 21.50 feet; thence South 86°16'17" East 271.91 feet; thence Southeasterly 137.32 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 65°33'50" the chord of which bears South 54°00'39" East 129.95 feet; thence South 89°20'24" East 828.45 feet; thence South 0°36'03" West 458.11 feet along the section line to the point of beginning

Parcel contains: 10.841 acres more or less.

Basis of bearing: The line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and meridian which bears North 89°20'14" West.

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):
PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S)

STATE OF UTAH)
COUNTY OF UTAH) S.S.

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

My Commission Expires _____ NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER PRINTED NAME OF NOTARY
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)

PLAT "20"
SHEET 1 OF 3

SILVERLAKE
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

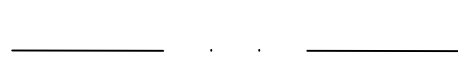
SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C2	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C3	42.56	273.50	8°55'01"	42.52	N04°16'11"W
C4	48.84	326.50	8°34'16"	48.80	S04°26'33"E
C5	23.48	15.00	89°40'05"	21.15	N44°59'27"W
C6	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C7	23.44	15.00	89°32'20"	21.13	S44°34'50"E
C8	399.94	835.00	27°26'35"	396.13	N75°37'43"W
C9	389.30	765.00	29°09'26"	385.11	S76°29'08"E
C10	32.99	842.00	2°14'43"	32.99	N87°48'47"E
C11	408.89	803.50	29°09'26"	404.50	S76°29'08"E
C12	381.50	796.50	27°26'35"	377.86	N75°37'43"W
C13	428.49	842.00	29°09'26"	423.88	S76°29'08"E
C14	363.06	758.00	27°26'35"	359.60	N75°37'42"W
C15	23.00	15.00	87°52'14"	20.82	N44°07'27"E
C16	12.77	15.00	48°46'06"	12.39	N67°38'20"W
C17	543.50	1034.00	30°06'58"	537.26	S76°57'54"E
C18	545.24	1014.00	30°48'31"	538.69	S77°18'41"E
C19	521.04	994.00	30°02'01"	515.10	S76°55'26"E
C20	286.96	606.00	27°07'52"	284.29	N75°28'21"W
C21	285.39	586.00	27°54'15"	282.58	N75°51'33"W
C22	273.72	566.00	27°42'32"	271.07	N75°45'41"W
C23	23.61	15.00	90°11'42"	21.25	S45°17'11"W
C24	23.36	15.00	89°14'12"	21.07	S44°25'12"E
C25	23.56	15.00	89°59'57"	21.21	N44°48'39"W
C26	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C27	13.71	566.00	1°23'16"	13.71	N88°55'20"W
C28	25.08	566.00	2°32'21"	25.08	N86°57'32"W
C29	50.87	326.50	8°55'35"	50.82	N04°15'54"W
C30	46.69	300.00	8°55'01"	46.64	N04°16'11"W
C31	40.91	273.50	8°34'16"	40.88	S04°26'33"E
C32	44.88	300.00	8°34'16"	44.84	S04°26'33"E
C33	23.77	15.00	90°48'25"	21.36	S45°14'48"W
C34	78.93	842.00	5°22'16"	78.90	N89°22'34"E
C35	80.24	842.00	5°27'36"	80.21	S85°12'30"E
C36	79.40	842.00	5°24'10"	79.37	S79°46'37"E
C37	84.83	842.00	5°46'21"	84.80	S74°11'21"E
C38	88.85	842.00	6°02'45"	88.81	S68°16'48"E
C39	49.23	842.00	3°21'00"	49.22	S63°34'55"E
C40	43.08	758.00	3°15'22"	43.07	N63°32'06"W
C41	106.71	758.00	8°03'57"	106.62	N69°11'46"W
C42	100.80	758.00	7°37'09"	100.72	N77°02'19"W
C43	110.52	758.00	8°21'13"	110.42	N85°01'30"W
C44	1.96	758.00	0°08'54"	1.96	N89°16'33"W
C45	69.44	994.00	4°00'09"	69.42	S89°56'22"E
C46	84.49	994.00	4°52'13"	84.47	S85°30'11"E
C47	20.00	994.00	1°09'10"	20.00	S82°29'30"E
C48	86.58	994.00	4°59'27"	86.56	S79°25'11"E
C49	87.20	994.00	5°01'35"	87.17	S74°24'40"E
C50	20.00	994.00	1°09'10"	20.00	S71°19'18"E
C51	86.80	994.00	5°00'12"	86.77	S68°14'37"E
C52	66.53	994.00	3°50'06"	66.52	S63°49'28"E
C53	21.31	606.00	2°00'55"	21.31	N62°54'52"W
C54	20.01	606.00	1°53'30"	20.01	N64°52'05"W
C55	75.30	606.00	7°07'10"	75.25	N69°22'25"W
C56	75.21	606.00	7°06'40"	75.16	N76°29'20"W
C57	20.00	606.00	1°53'28"	20.00	N80°59'24"W
C58	75.12	606.00	7°06'09"	75.07	N85°29'13"W
C59	25.02	566.00	2°31'57"	25.02	N84°25'23"W
C60	25.00	566.00	2°31'52"	25.00	N81°53'28"W
C61	25.04	566.00	2°32'04"	25.03	N79°21'30"W
C62	34.67	566.00	3°30'34"	34.66	N76°20'12"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C63	25.04	566.00	2°32'05"	25.04	N73°18'52"W
C64	25.00	566.00	2°31'52"	25.00	N70°46'54"W
C65	25.02	566.00	2°31'57"	25.01	N68°15'00"W
C66	25.08	566.00	2°32'19"	25.08	N65°42'52"W
C67	22.52	566.00	2°16'48"	22.52	N63°18'18"W
C68	2.55	566.00	0°15'29"	2.55	N62°02'10"W
C69	22.53	1034.00	1°14'54"	22.53	S62°31'52"E
C70	25.04	1034.00	1°23'14"	25.04	S63°50'56"E
C71	25.01	1034.00	1°23'09"	25.01	S65°14'08"E
C72	25.00	1034.00	1°23'07"	25.00	S66°37'16"E
C73	20.24	1034.00	1°07'18"	20.24	S67°52'28"E
C74	25.01	1034.00	1°23'09"	25.01	S69°07'42"E
C75	25.00	1034.00	1°23'07"	25.00	S70°30'50"E
C76	25.01	1034.00	1°23'08"	25.00	S71°53'58"E
C77	25.02	1034.00	1°23'12"	25.02	S73°17'08"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C78	12.22	1034.00	0°40'37"	12.22	S74°19'02"E
C79	25.03	1034.00	1°23'13"	25.03	S75°20'58"E
C80	25.01	1034.00	1°23'09"	25.01	S76°44'09"E
C81	25.00	1034.00	1°23'07"	25.00	S78°07'16"E
C82	25.01	1034.00	1°23'09"	25.01	S79°30'24"E
C83	25.03	1034.00	1°23'13"	25.03	S80°53'35"E
C84	25.07	1034.00	1°23'20"	25.07	S82°16'52"E
C85	9.88	1034.00	0°32'51"	9.88	S83°14'57"E
C86	25.08	1034.00	1°23'23"	25.08	S84°13'05"E
C87	25.04	1034.00	1°23'15"	25.04	S85°36'23"E
C88	25.01	1034.00	1°23'09"	25.01	S86°59'35"E
C89	25.00	1034.00	1°23'07"	25.00	S88°22'44"E
C90	25.00	1034.00	1°23'08"	25.00	S89°45'51"E
C91	25.02	1034.00	1°23'12"	25.02	N88°50'59"E
C92	3.24	1034.00	0°10'46"	3.24	N88°04'00"E

Line Table		
Line #	Length	Direction
L1	20.00	S80°16'50"E
L2	30.90	N09°42'43"E
L3	30.29	N23°39'19"E
L4	20.00	S66°20'13"E
L5	23.24	N18°34'06"E
L6	20.00	S71°25'27"E
L7	23.18	N07°25'43"E
L8	20.00	S82°33'49"E
L9	5.04	S89°21'00"E

- 
-  PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY
-  COMMON AREA
-  LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)
-  BOUNDARY
-  SECTION LINE

PLAT " 21 "

SHEET 2 OF 2

SILVERLAKE

A RESIDENTIAL SUBDIVISION

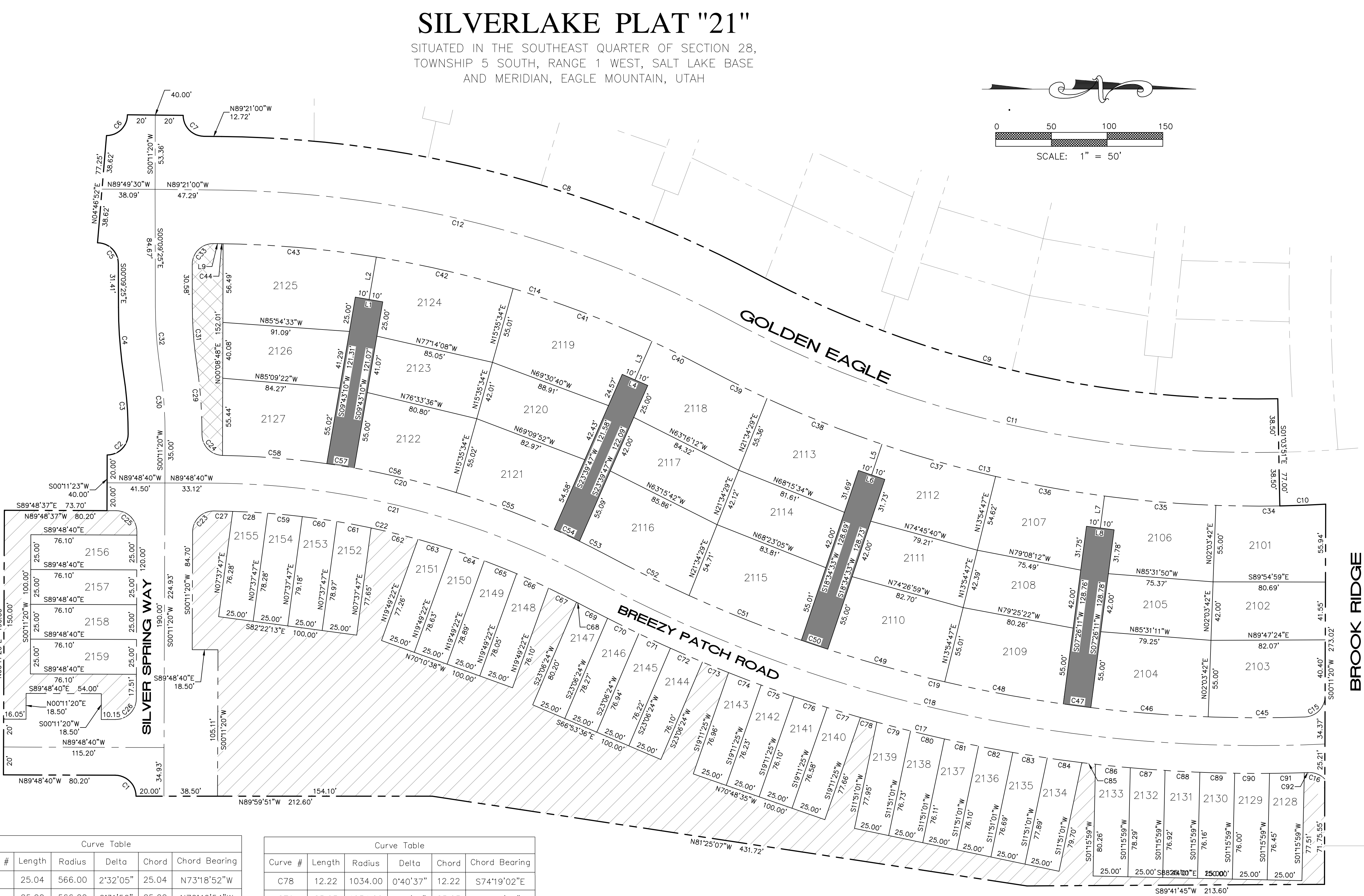
EAGLE MOUNTAINUTAH COUNTY, U

SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDE



SILVERLAKE PLAT "21"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH

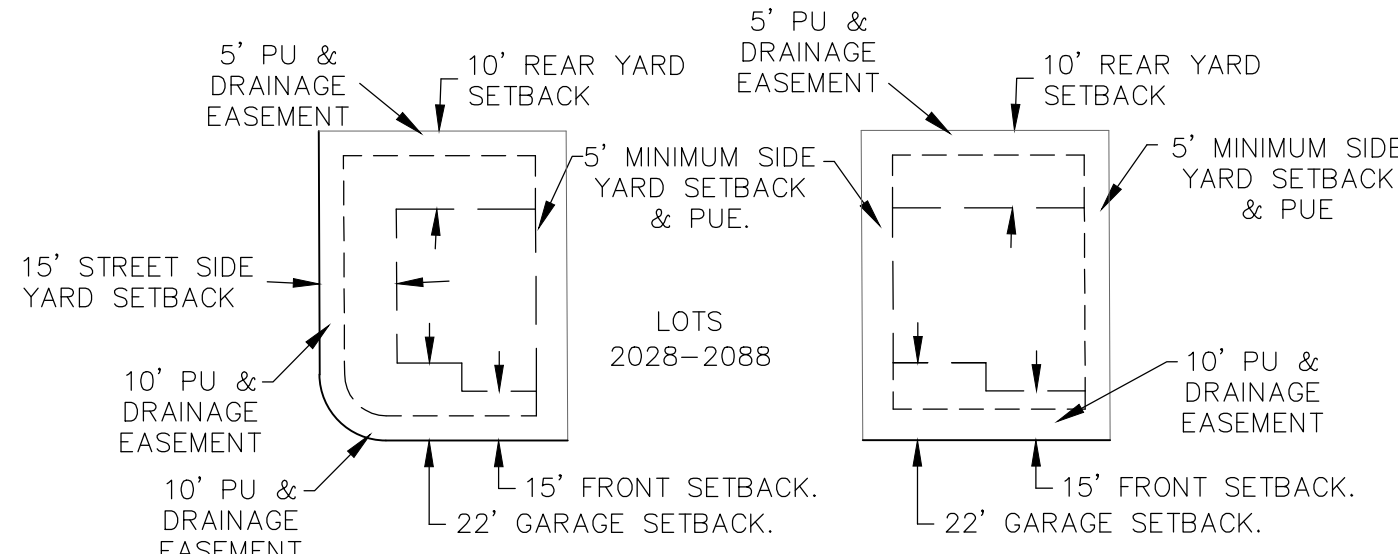
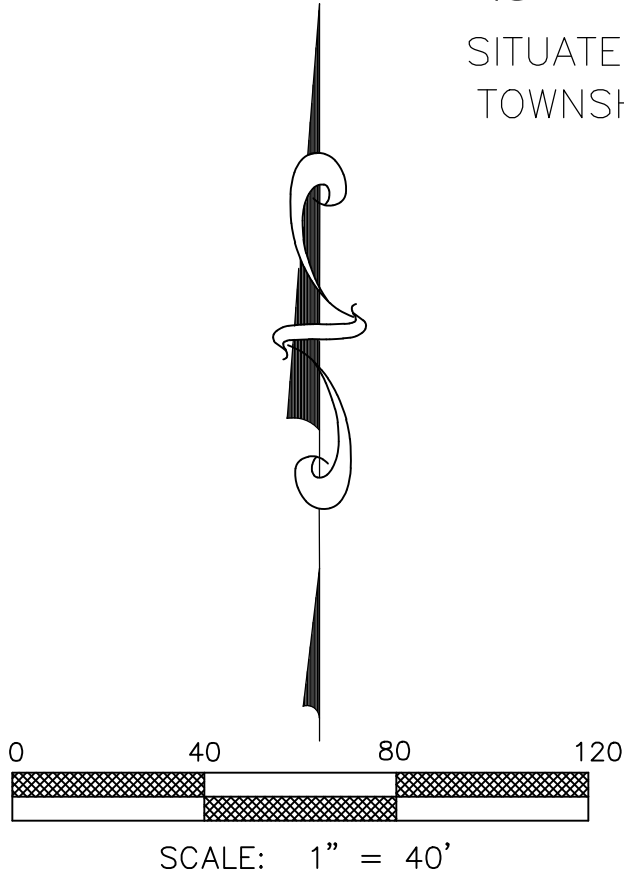
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.62	15.00	90°12'21"	21.25	S45°17'30"W
C2	23.42	15.00	89°27'30"	21.11	N44°32'25"W
C3	23.70	15.00	90°32'30"	21.31	N45°27'35"E
C4	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C5	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C6	23.57	15.00	90°00'50"	21.22	N44°49'05"W
C7	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C8	23.57	15.00	90°00'50"	21.22	S44°49'05"E
C9	23.48	15.00	89°40'05"	21.15	N44°59'27"W
C10	48.84	326.50	8°34'16"	48.80	S04°26'33"E
C11	42.56	273.50	8°55'01"	42.52	N04°16'11"W
C12	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C14	12.35	15.00	47°10'55"	12.01	S23°23'12"E
C15	12.34	15.00	47°09'04"	12.00	N23°46'48"E
C16	12.35	15.00	47°10'55"	12.01	S23°23'12"E
C17	12.34	15.00	47°09'04"	12.00	N23°46'48"E
C18	12.35	15.00	47°10'55"	12.01	S23°23'12"E
C19	23.56	15.00	90°00'00"	21.21	S45°11'20"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C20	23.56	15.00	90°00'00"	21.21	S44°48'40"E
C21	23.56	15.00	90°00'00"	21.21	S45°11'20"W
C22	23.51	15.00	89°47'39"	21.18	N44°42'30"W
C23	23.62	15.00	90°12'20"	21.25	N45°17'30"E
C24	23.51	15.00	89°47'39"	21.18	S44°42'30"E
C25	23.56	15.00	89°59'10"	21.21	S45°10'55"W

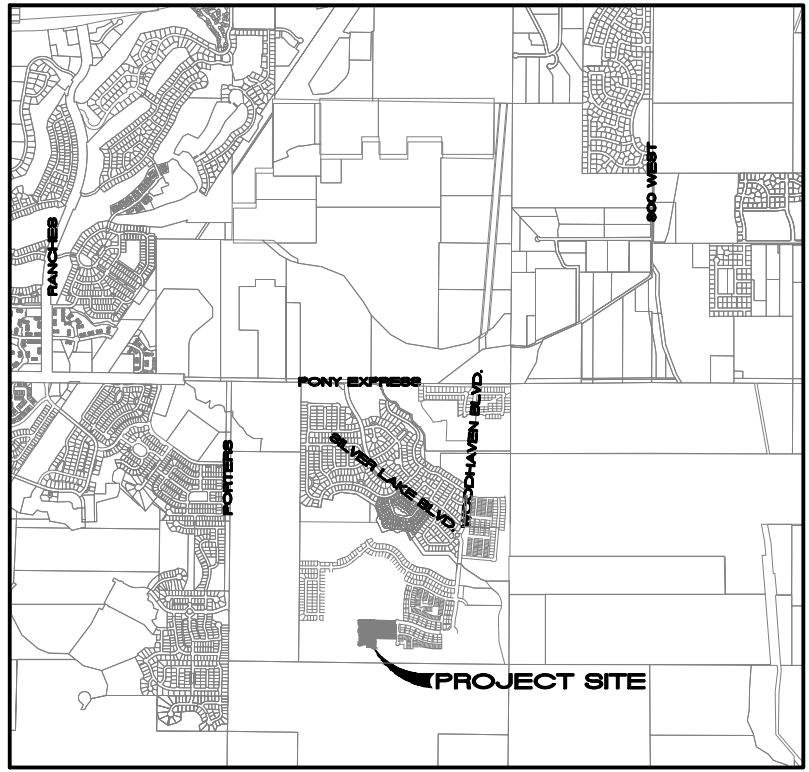
Line Table		
Line #	Length	Direction
L1	2.81	S89°49'30"E
L2	10.29	S89°48'40"E
L3	20.00	S89°48'40"E
L4	20.00	N89°49'30"W
L5	20.00	N89°49'30"W
L6	30.25	N00°11'48"E
L7	30.25	N00°11'48"E
L8	30.24	N00°11'46"E

SILVERLAKE PLAT "22"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



TYPICAL CORNER LOT
TYPICAL INTERIOR LOT
SETBACK AND EASEMENT DETAIL
-NTS-



VICINITY MAP
NTS

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "22" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 2119.03 feet along the section line and North 460.51 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°48'40" West 396.20 feet; thence South 00°11'20" West 75.00 feet; thence South 00°11'20" West 40.00 feet; thence South 00°11'20" West 75.56 feet; thence North 89°48'40" West 56.56 feet; thence North 62°36'43" West 44.97 feet; thence North 89°48'40" West 75.00 feet; thence North 00°11'20" East 55.34 feet; thence North 89°36'20" West 76.95 feet; thence Southwesterly 23.62 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°12'21" the chord of which bears South 45°17'30" West 21.25 feet; thence South 83°46'21" West 53.33 feet; thence Northwesterly 23.42 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°27'30" the chord of which bears North 44°32'25" West 21.11 feet; thence North 00°07'04" West 53.01 feet; thence Northeastly 23.70 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°32'30" the chord of which bears North 45°27'35" East 21.31 feet; thence North 00°11'20" East 158.34 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" West 21.21 feet; thence North 00°11'20" East 53.00 feet; thence Northeastly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°49'05" East 21.22 feet; thence North 00°10'30" East 77.00 feet; thence South 89°49'30" East 242.52 feet; thence Northeastly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°59'10" the chord of which bears North 45°10'55" East 21.21 feet; thence South 89°50'08" East 40.00 feet; thence Southeasterly 23.57 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°40'05" the chord of which bears South 44°59'27" East 21.15 feet; thence South 00°09'25" East 31.41 feet; thence Southerly 48.84 feet along the arc of a 326.50 foot radius curve to the left, through a central angle of 08°34'16" the chord of which bears South 04°26'33" East 48.80 feet; thence Southerly 42.56 feet along the arc of a 273.50 foot radius curve to the left, through a central angle of 08°55'01" the chord of which bears South 04°16'11" East 42.52 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears South 45°11'20" West 21.21 feet; thence South 09°02'28" East 40.52 feet; thence Southeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears South 44°48'40" East 21.21 feet; thence South 00°11'20" West 60.00 feet to the point of beginning.

Parcel contains: 6.563 acres more or less.

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

Approved this _____ day of _____, 20____, Dominion Gas Company
By: _____ Title: _____

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

ROCKY MOUNTAIN POWER _____ DATE _____

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

DIRECT COMMUNICATIONS _____ DATE _____

FOUND SECTION CORNER

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY
SECTION LINE
ROAD CENTER LINE
EASEMENT LINE

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

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ADJUNCTION TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):
PRINTED NAME OF OWNER _____ AUTHORIZED SIGNATURE(S) _____

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

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

My Commission Expires _____ NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____ PRINTED NAME OF NOTARY _____
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)

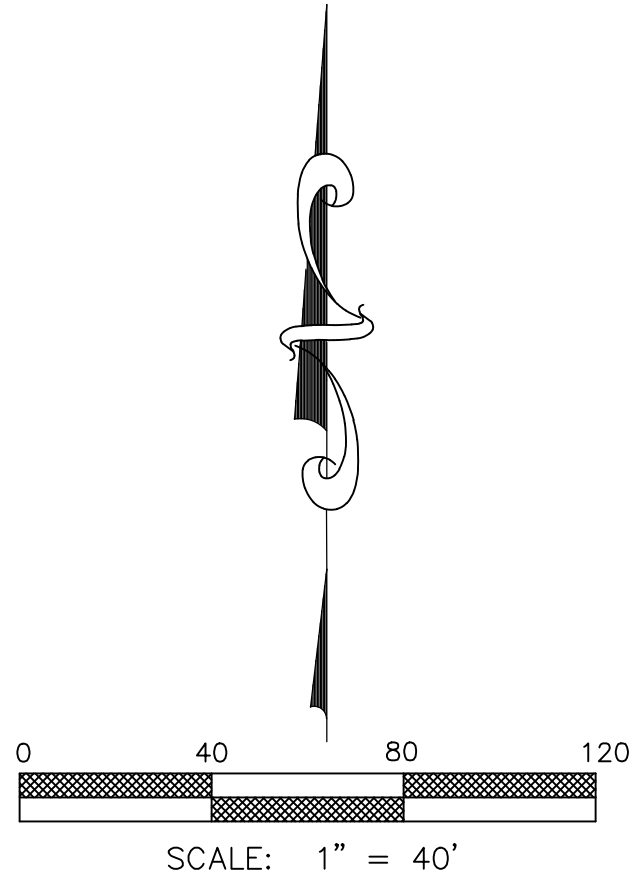
PLAT " 22"
SHEET 1 OF 1

SILVERLAKE
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

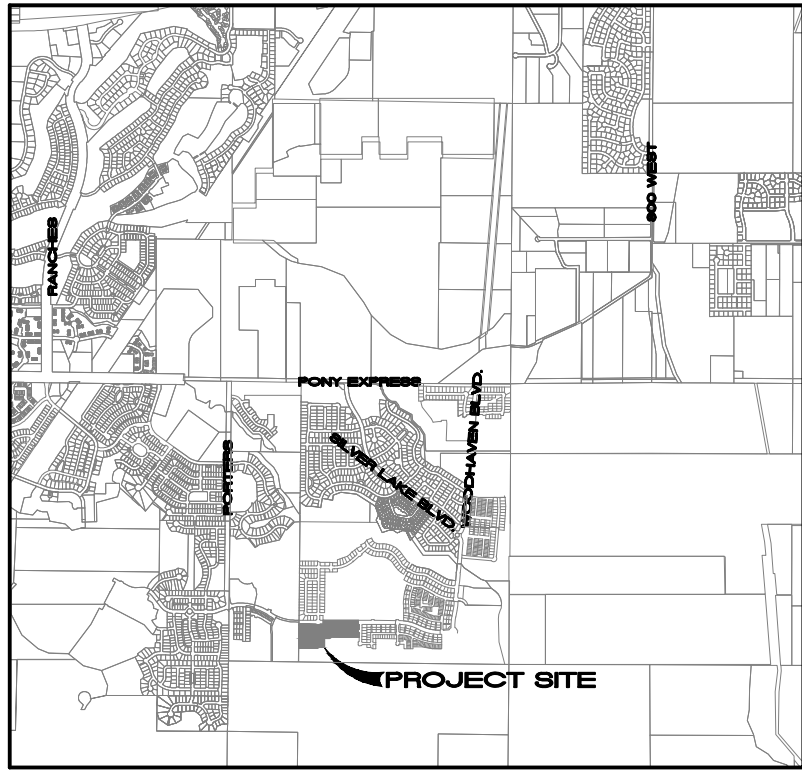
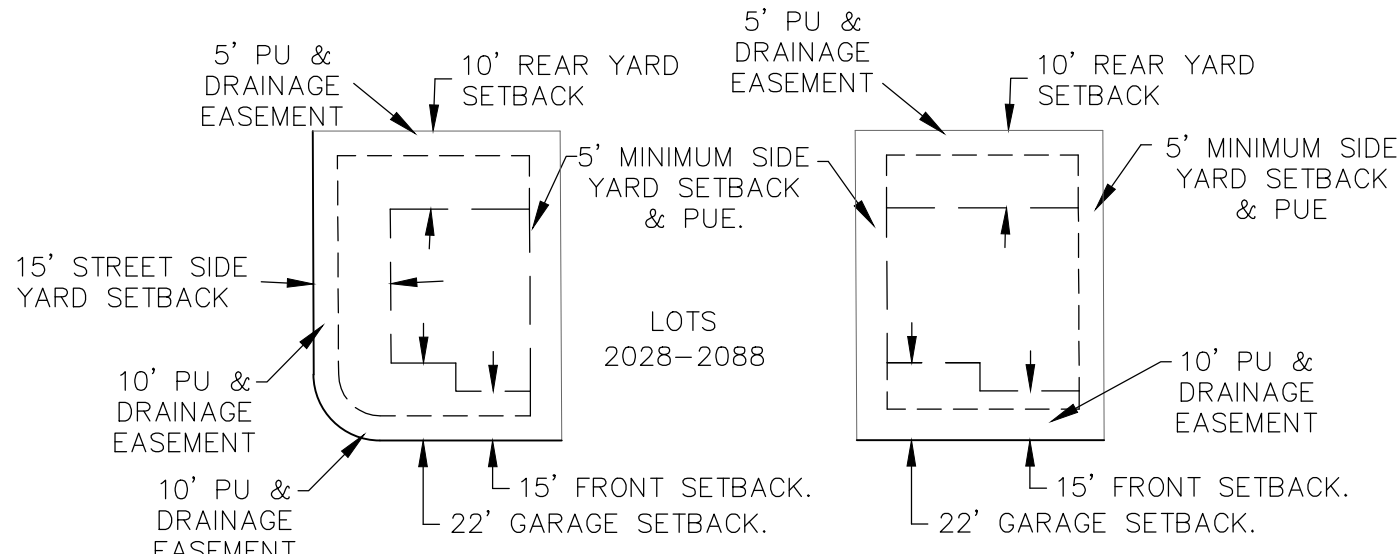
SURVEYOR SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDED SEAL

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	99.86	1461.50	3°54'53"	99.84	N87°56'28"W
C2	105.12	1538.50	3°54'53"	105.10	S87°56'28"E
C3	23.70	15.00	90°30'39"	21.31	N44°38'35"W
C4	23.45	15.00	89°33'46"	21.13	S45°23'37"W
C5	23.57	15.00	90°00'50"	21.22	N44°49'05"W
C6	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C7	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C8	23.46	15.00	89°37'21"	21.14	S45°22'39"W
C9	23.66	15.00	90°22'39"	21.28	N44°37'21"W
C10	23.45	15.00	89°34'36"	21.13	S45°24'02"W
C11	23.67	15.00	90°25'24"	21.29	S44°35'58"E

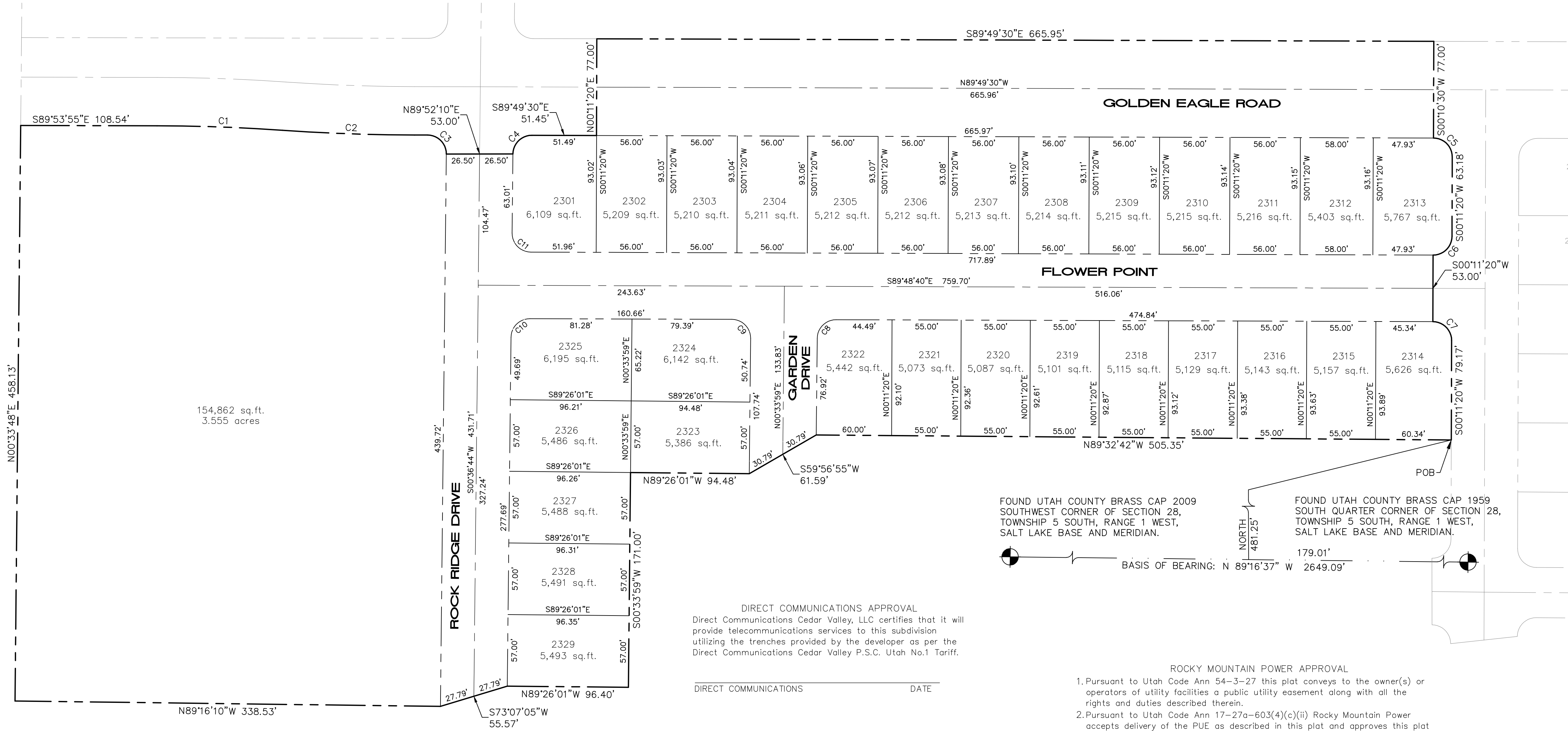


SILVERLAKE PLAT "23"

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



VICINITY MAP
NTS



NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3- PRIVACY FENCING FACING SILVERLAKE PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG SILVERLAKE PARKWAY.
4-THE LANDSCAPING ALONG SILVERLAKE PARKWAY TO BE MAINTAINED BY SILVERLAKE HOA.
5-COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE AND SILVERLAKE PARKWAY PER AGREEMENT.

LAND USE	
ACREAGE:	9.865 acres
ACREAGE IN LOTS:	7.136 acres
ACREAGE IN ROADS:	2.729 acres
LOTS:	30 LOTS
AVE. LOT:	5,380
UNIT DENSITY:	3.04 LOTS PER ACRE

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

DIRECT COMMUNICATIONS _____ DATE _____

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

Approved this _____ day of _____, 20____ Dominion Gas Company

By: _____ Title: _____

FOUND UTAH COUNTY BRASS CAP 2009
SOUTHWEST CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.



BASIS OF BEARING: N 89°16'37" W

FOUND UTAH COUNTY BRASS CAP 1959
SOUTH QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.



179.01'

2649.09'

ROCKY MOUNTAIN POWER APPROVAL

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

ROCKY MOUNTAIN POWER _____ DATE _____

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "23" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°16'37" West 179.01 feet along the section line and North 481.25 feet from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°32'42" West 505.35 feet; thence South 59°56'55" West 61.59 feet; thence North 89°26'01" West 94.48 feet; thence South 00°33'59" West 171.00 feet; thence North 89°26'01" West 96.40 feet; thence South 73°07'05" West 55.57 feet; thence North 89°16'10" West 338.53 feet; thence North 00°33'48" East 458.13 feet; thence South 89°53'55" East 108.54 feet; thence Easterly 99.86 feet along the arc of a 1461.50 foot radius curve to the right, through a central angle of 03°54'53" the chord of which bears South 87°56'28" East 99.84 feet; thence Easterly 105.12 feet along the arc of a 1538.50 foot radius curve to the left, through a central angle of 03°54'53" the chord of which bears South 87°56'28" East 105.10 feet; thence Southeasterly 23.70 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°30'39" the chord of which bears South 44°38'35" East 21.31 feet; thence North 89°52'10" East 53.00 feet; thence Northeasterly 23.45 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°33'46" the chord of which bears North 45°23'37" East 21.13 feet; thence South 89°49'30" East 51.45 feet; thence North 00°11'20" East 77.00 feet; thence South 89°49'30" East 665.95 feet; thence South 00°10'30" West 77.00 feet; thence Southeasterly 23.57 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'50" the chord of which bears South 44°49'05" East 21.22 feet; thence South 00°11'20" West 63.18 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°11'20" West 21.21 feet; thence South 00°11'20" West 53.00 feet; thence Southeasterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 44°48'40" East 21.21 feet; thence South 00°11'20" West 79.17 feet to the point of beginning.

Parcel contains: 9.865 acres more or less.

DATE _____

OWNER'S DEDICATION

SURVEYOR
(See Seal Below)

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER _____

AUTHORIZED SIGNATURE(S) _____

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ACKNOWLEDGEMENT

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

My Commission Expires _____

NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____

PRINTED NAME OF NOTARY _____

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 _____

(See Seal Below)

ATTEST BY CITY RECORDER _____

(See Seal Below)

PLAT " 23 "

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN _____ UTAH COUNTY, UTAH

SURVEYOR SEAL

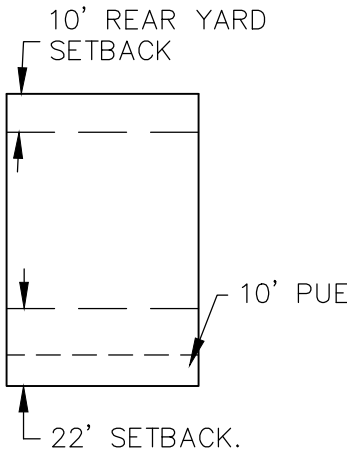
NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

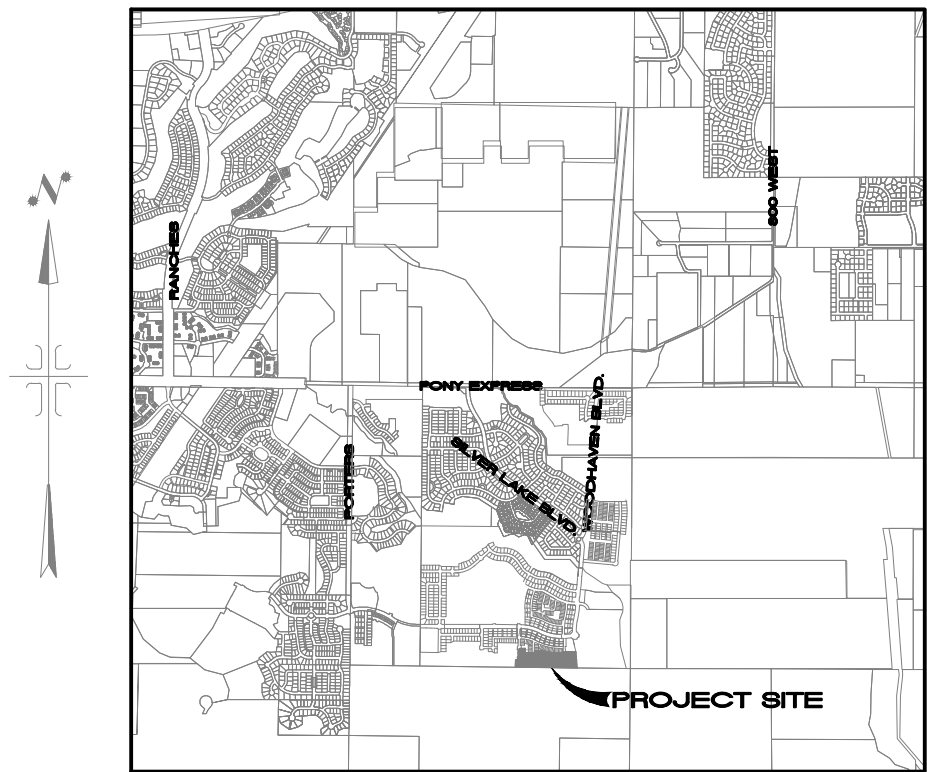
CLERK-RECORDED SEAL

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH

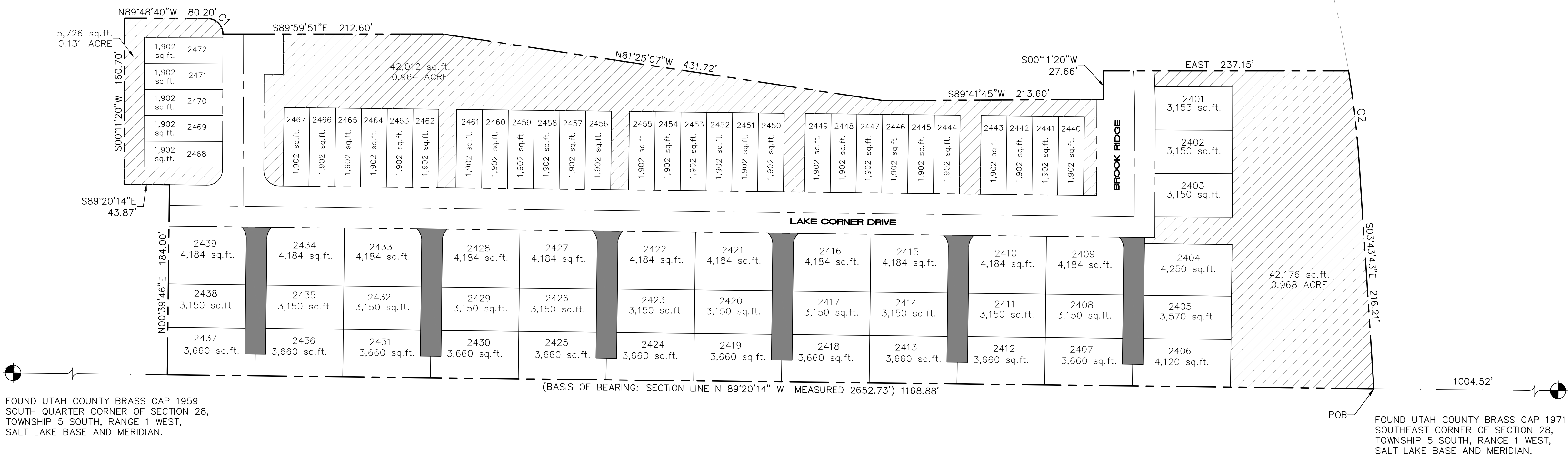
Diagram illustrating the minimum setbacks for a lot with a front porch, showing the 15' street side yard setback, 10' PU & drainage easement, 5' PU & drainage easement, 10' rear yard setback, 5' minimum side yard setback & PUE, 15' front setback, and 22' garage setback.



SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT



VICINITY MAP



DOMINION GAS COMPANY APPROVAL

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

Approved this _____ day of _____ 20____ Dominion Gas Company
By: _____ Title: _____

ROCKY MOUNTAIN POWER APPROVAL

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.

Pursuant to Utah Code Ann 17-27a-603.4(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and adequately describes the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:

- (1). A recorded easement of right of way
- (2). The low applicable to prescriptive rights
- (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
- (4). Any other provision of law

ROCKY MOUNTAIN POWER _____ DATE _____

DIRECT COMMUNICATIONS APPROVAL

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

DIRECT COMMUNICATIONS	DATE
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Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

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

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "24" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

beginning at a point which is North 89°02'14" West 1266.33 feet along the section line and North 27°03.00 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 88°01'23" West 180.14 feet; thence North 79°25'52" West 344.10 feet; thence North 89°59'51" West 334.77 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" East 40.00 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 45°11'20" East 40.00 feet; thence North 00°11'20" East 120.00 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" West 21.21 feet; thence North 09°02'28" West 40.52 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 45°11'20" East 21.21 feet; thence Northwesterly 42.56 feet along the arc of a 273.50 foot radius curve to the left, through a central angle of 08°55'01" the chord of which bears North 04°16'11" West 42.52 feet; thence Northwesterly 48.84 feet along the arc of a 326.50 foot radius curve to the left, through a central angle of 08°34'16" the chord of which bears North 04°26'33" West 48.80 feet; thence North 00°09'25" West 31.41 feet; thence Northwesterly 23.48 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" East 40.00 feet; thence North 44°59'27" West 21.15 feet; thence South 89°49'30" East 41.03 feet; thence South 89°21'00" East 47.13 feet; thence Easterly 60.36 feet along the arc of a 758 foot radius curve to the right, through a central angle of 04°33'44" the chord of which bears South 87°04'08" East 60.34 feet; thence North 05°12'59" East 77.00 feet; thence Southeasterly 333.45 feet along the arc of a 835 foot radius curve to the right, through a central angle of 22°52'49" the chord of which bears South 73°20'50" East 331.24 feet; thence Southeasterly 389.30 feet along the arc of a 765 foot radius curve to the left, through a central angle of 23°09'26" the chord of which bears North 01°01'00" East 389.30 feet; thence Northwesterly 77.00 feet; thence Easterly 32.99 feet along the arc of a 842 foot radius curve to the left, through a central angle of 02°14'43" the chord of which bears North 87°48'47" East 32.99 feet; thence South 00°11'20" West 279.07 feet to the point of beginning.

Parcel contains: 8.282 acres more or less.

DATE	OWNER'S DEDICATION	SURVEYOR (See Seal Below)
	WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DESCRIBED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CONSIDERED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO OTS, OPEN SPACES, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT ANY RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, THE OPEN SPACES, 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 THEREON BY THIS INSTRUMENT AND AGREEMENT TO THE CITY OF EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.	

OWNER(S):	
PRINTED NAME OF OWNER	AUTHORIZED SIGNATURE(S)
_____	_____
_____	_____

STATE OF UTAH)
 : S.S.
COUNTY OF UTAH)

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

My Commission Expires _____

NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____ PRINTED NAME OF NOTARY _____
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
(See Seal Below)

PLAT " 24'
SHEET 1 OF 2

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEA

CLERK-RECORDED SEA

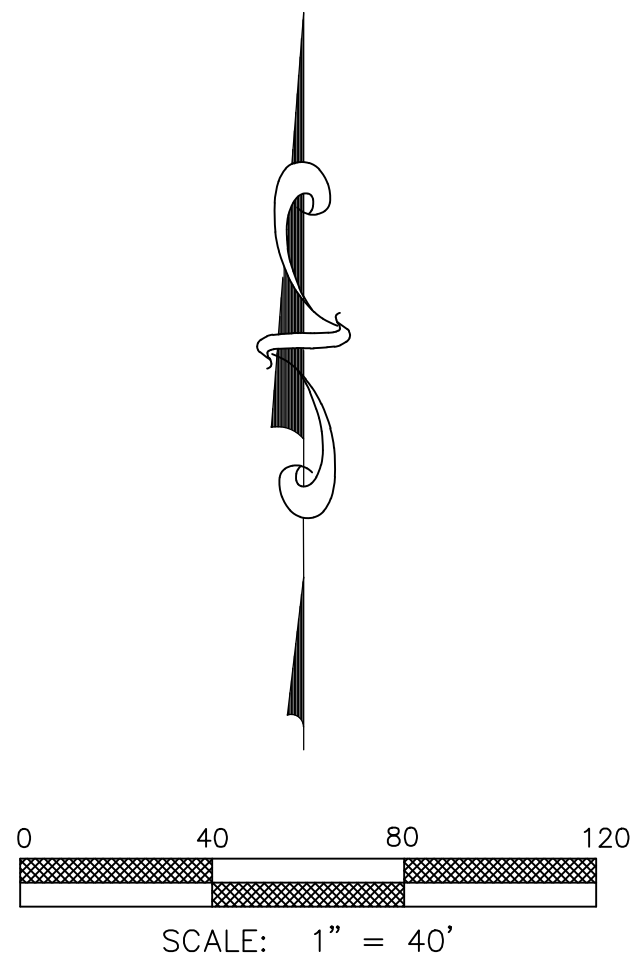
SILVERLAKE PLAT "24"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C2	92.64	960.50	5°31'34"	92.60	S06°29'30"E
C3	36.34	500.00	4°09'50"	36.33	N01°53'35"W
C4	23.44	15.00	89°31'34"	21.13	S44°34'27"E
C5	23.69	15.00	90°28'26"	21.30	N45°25'33"E
C6	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C7	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C8	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C9	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C10	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C11	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C12	12.34	15.00	47°07'52"	11.99	N22°54'10"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C13	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C14	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C15	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C16	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C17	36.40	520.00	4°00'38"	36.39	N01°48'59"W
C18	15.31	520.00	1°41'13"	15.31	N02°58'42"W
C19	21.09	520.00	2°19'25"	21.09	N00°58'23"W



- FOUND SECTION CORNER
- PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY
- COMMON AREA
- LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)
- BOUNDARY
- SECTION LINE

PLAT "24"

SHEET 2 OF 2

SILVERLAKE

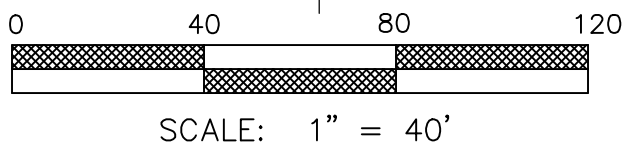
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL
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Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.44	15.00	89°31'34"	21.13	S44°34'27"E
C2	12.35	15.00	47°10'00"	12.00	S24°14'46"W
C3	12.35	15.00	47°10'00"	12.00	N22°55'14"W
C4	12.35	15.00	47°10'00"	12.00	S24°14'46"W
C5	12.35	15.00	47°10'00"	12.00	N22°55'14"W
C6	12.35	15.00	47°10'00"	12.00	S24°14'46"W

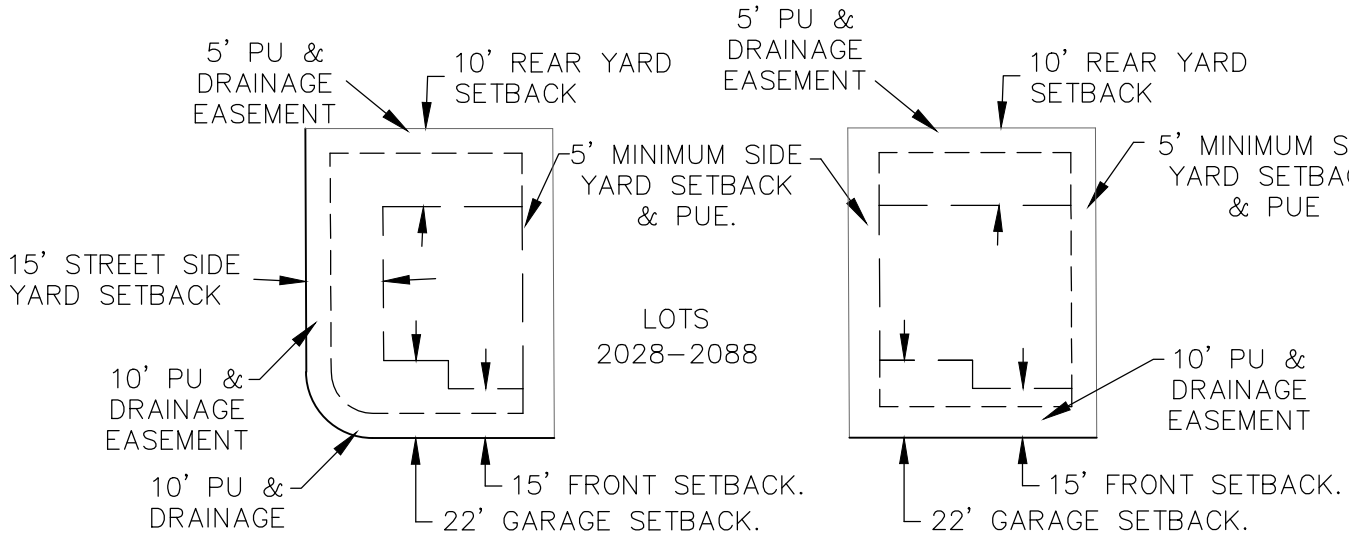
Line Table		
Line #	Length	Direction
L1	21.00	N00°39'46"E
L2	20.00	S89°20'14"E
L3	21.00	N00°39'46"E
L4	20.00	S89°20'14"E
L5	21.00	N00°39'46"E
L6	20.00	S89°20'14"E



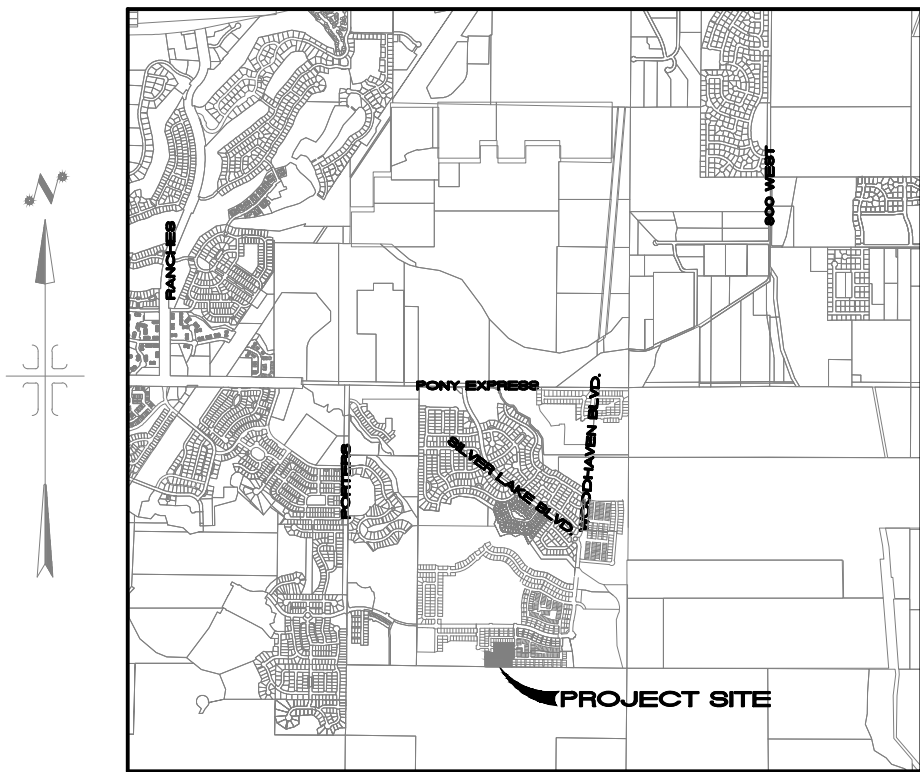
NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3- PRIVACY FENCING FACING SILVERLAKE PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG SILVERLAKE PARKWAY.
4- THE LANDSCAPING ALONG SILVERLAKE PARKWAY TO BE MAINTAINED BY SILVERLAKE HOA.
5- COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE AND SILVERLAKE PARKWAY PER AGREEMENT.

SILVERLAKE PLAT "25"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



TYPICAL CORNER LOT
TYPICAL INTERIOR LOT
SETBACK AND EASEMENT DETAIL
-NTS-



VICINITY MAP
NTS

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "25" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°16'37" West 35.59 feet along the section line; thence North 00°11'20" East 285.76 feet; thence South 89°48'40" East 75.00 feet; thence South 62°36'43" East 44.97 feet; thence South 89°48'40" East 56.56 feet; thence North 00°11'20" East 75.56 feet; thence North 00°11'17" East 40.00 feet; thence North 00°11'20" East 75.00 feet; thence South 89°48'40" East 396.20 feet; thence South 00°11'20" West 60.00 feet; thence South 00°11'20" West 75.00 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°11'20" West 21.21 feet; thence South 00°11'20" West 40.00 feet; thence Southeasterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 44°48'40" East 21.21 feet; thence South 00°11'20" West 125.35 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°28'25" the chord of which bears South 45°25'33" West 21.30 feet; thence South 00°39'43" West 40.00 feet; thence North 89°20'15" West 36.16 feet; thence South 00°39'46" West 150.01 feet; thence North 89°20'14" West 479.33 feet along the section line to the point of beginning.

Parcel contains: 4.436 acres more or less.

DOMINION GAS COMPANY APPROVAL

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

Approved this _____ day of _____, 20____, Dominion Gas Company
By: _____ Title: _____

ROCKY MOUNTAIN POWER APPROVAL

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

ROCKY MOUNTAIN POWER _____ DATE _____

DIRECT COMMUNICATIONS APPROVAL

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

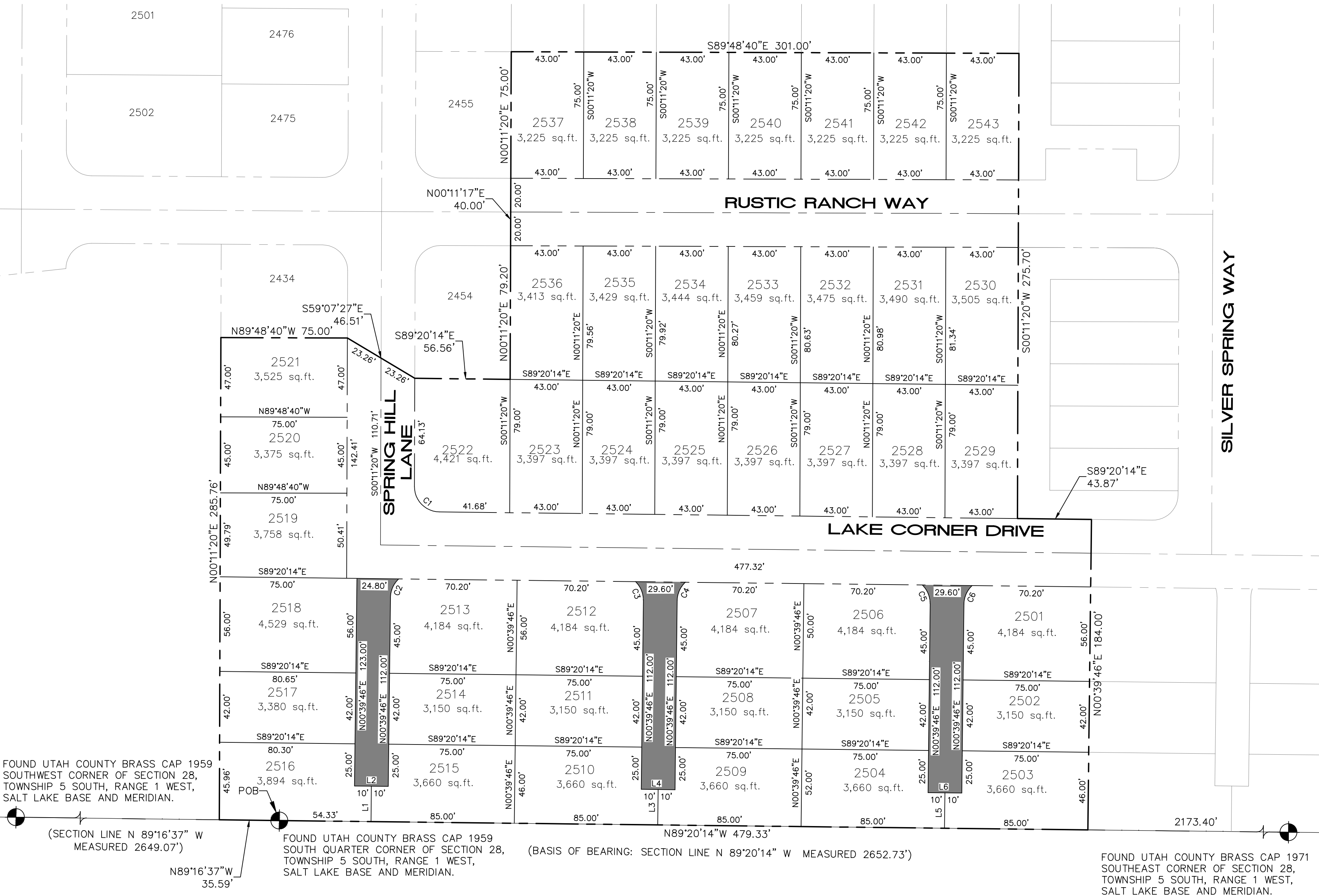
DIRECT COMMUNICATIONS _____ DATE _____



FOUND SECTION CORNER

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

- BOUNDARY
- SECTION LINE
- ROAD CENTER LINE
- EASEMENT LINE



FOUND UTAH COUNTY BRASS CAP 1959 SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

(SECTION LINE N 89°16'37" W MEASURED 2649.07')

N89°16'37"W
35.59'

FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

(BASIS OF BEARING: SECTION LINE N 89°20'14" W MEASURED 2652.73')

FOUND UTAH COUNTY BRASS CAP 1971 SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

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

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):
PRINTED NAME OF OWNER _____ AUTHORIZED SIGNATURE(S) _____

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ACKNOWLEDGEMENT

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

My Commission Expires _____ NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____ PRINTED NAME OF NOTARY _____

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)

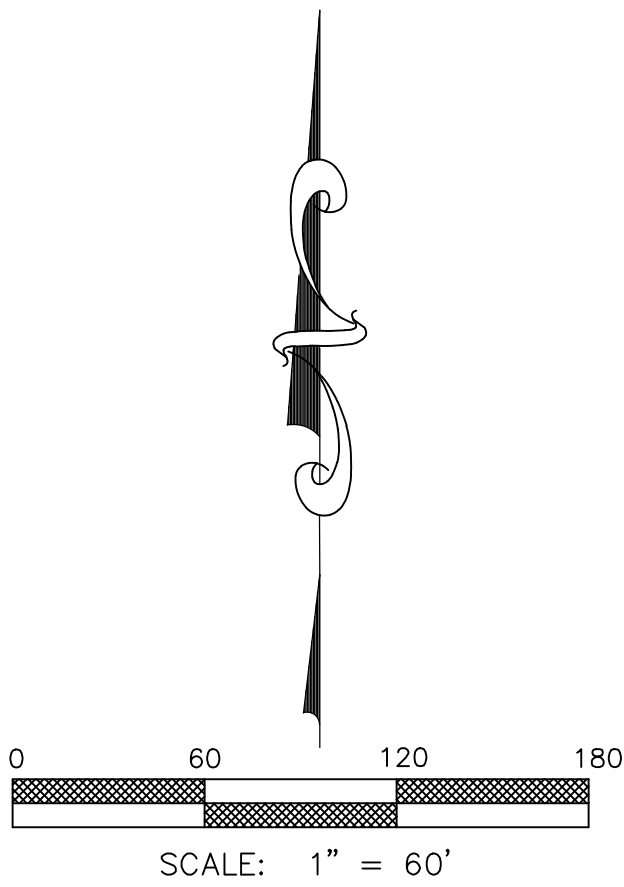
PLAT " 25 "

SILVERLAKE
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN _____ UTAH COUNTY, UTAH

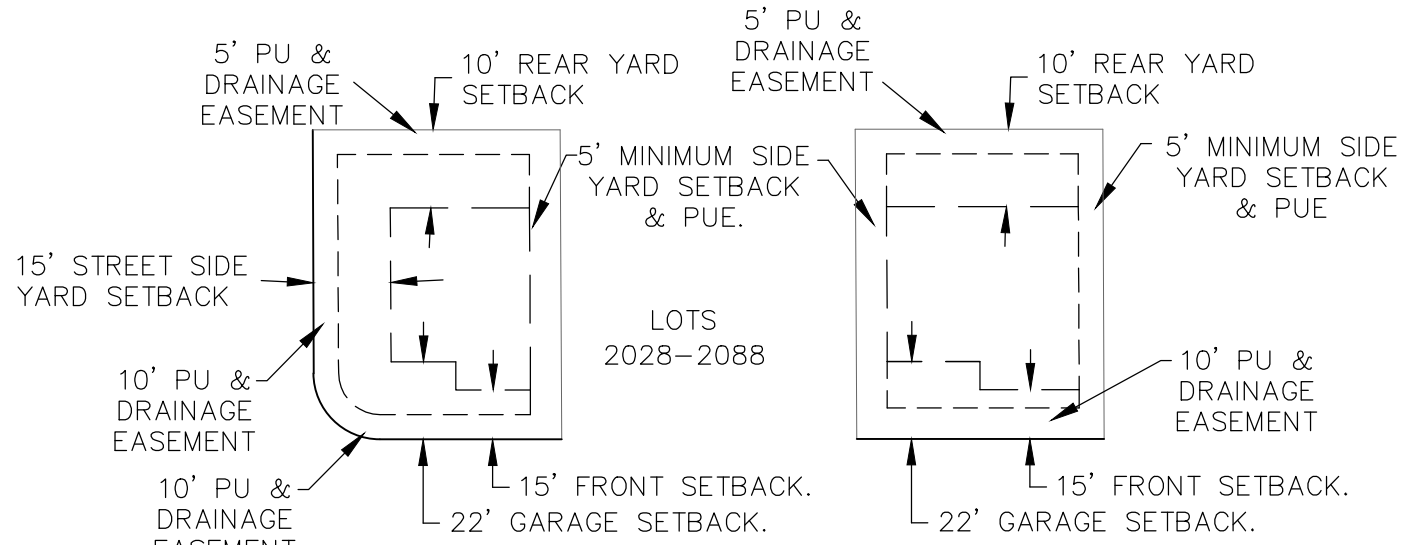
SURVEYOR SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDED SEAL

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.70	15.00	90°32'30"	21.31	S45°27'35"W
C2	23.42	15.00	89°27'30"	21.11	S44°32'25"E
C3	23.62	15.00	90°12'21"	21.25	N45°17'30"E
C4	23.70	15.00	90°32'30"	21.31	N45°27'35"E
C5	23.42	15.00	89°27'30"	21.11	N44°32'25"W
C6	23.59	15.00	90°07'06"	21.24	S45°40'17"W
C7	23.53	15.00	89°52'54"	21.19	N44°19'43"W
C8	23.53	15.00	89°52'54"	21.19	S44°19'43"E
C9	23.59	15.00	90°07'06"	21.24	N45°40'17"E
C10	8.52	15.00	32°33'46"	8.41	S74°26'57"W
C11	300.82	60.00	287°15'48"	71.16	S21°47'58"W
C12	19.56	15.00	74°42'02"	18.20	S51°55'09"E
C13	81.27	60.00	77°36'31"	75.20	S83°01'41"E
C14	48.44	60.00	46°15'38"	47.14	S21°45'36"E
C15	82.83	60.00	79°05'58"	76.41	S41°35'12"W
C16	20.09	60.00	19°11'17"	20.00	N89°16'10"W
C17	68.18	60.00	65°06'23"	64.57	N47°07'20"W
C18	7.55	15.00	28°50'21"	7.47	S76°18'40"W
C19	149.83	60.00	143°04'28"	113.82	S46°34'17"E
C20	6.39	15.00	24°23'58"	6.34	N12°45'58"E
C21	65.07	41.50	89°50'09"	58.61	S44°21'06"E
C22	23.52	15.00	89°50'09"	21.18	S44°21'06"E
C23	47.79	60.00	45°38'22"	46.54	N84°42'40"E
C24	41.87	60.00	39°59'01"	41.03	S52°28'39"E
C25	40.44	60.00	38°36'49"	39.68	S13°10'44"E
C26	19.73	60.00	18°50'17"	19.64	S15°32'49"W

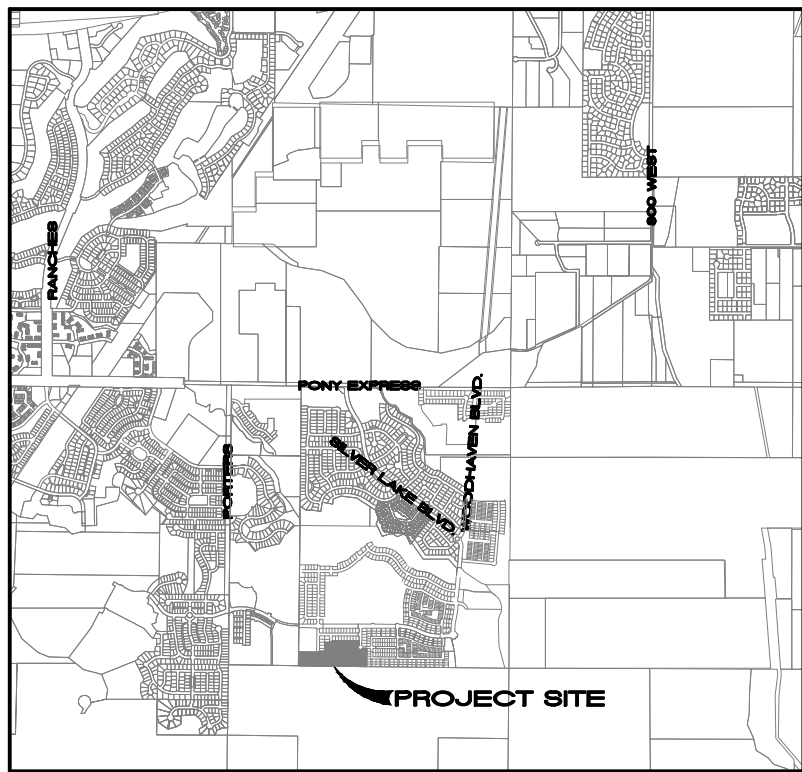


SILVERLAKE PLAT "26"

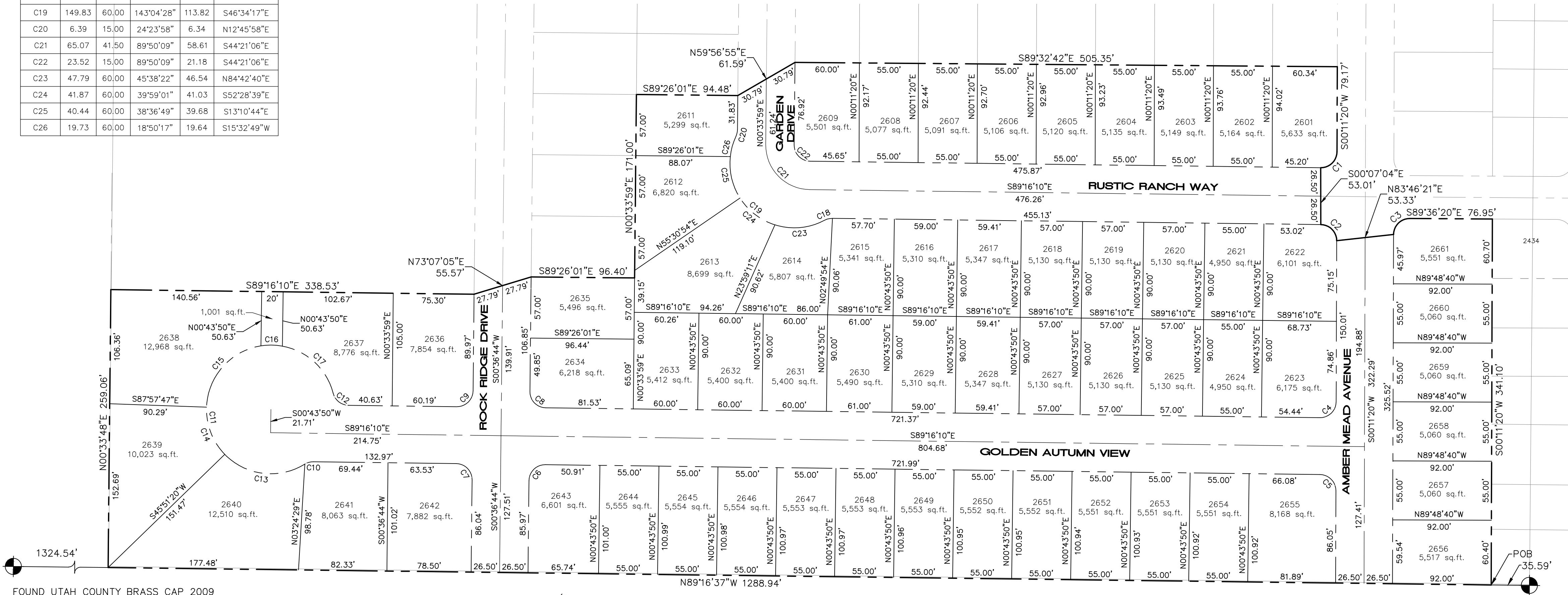
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



TYPICAL CORNER LOT
TYPICAL INTERIOR LOT
SETBACK AND EASEMENT DETAIL
-NTS-



VICINITY MAP
NTS



FOUND UTAH COUNTY BRASS CAP 2009
SOUTHWEST CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

FOUND UTAH COUNTY BRASS CAP 1959
SOUTH QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

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

DIRECT COMMUNICATIONS _____ DATE _____

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

Approved this _____ day of _____, 20____ Dominion Gas Company

By: _____ Title: _____

ROCKY MOUNTAIN POWER _____ DATE _____

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

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "26" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°16'37" West 35.95 feet along the section line from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°16'37" West 1288.94 feet; thence North 00°33'48" East 259.06 feet; thence South 89°16'10" East 338.53 feet; thence North 73°07'05" East 55.57 feet; thence South 89°26'01" East 96.40 feet; thence North 00°33'59" East 171.00 feet; thence South 89°26'01" East 94.48 feet; thence North 59°56'55" East 61.59 feet; thence South 89°32'42" East 505.35 feet; thence South 00°11'20" West 79.17 feet; thence Southwesterly 23.70 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°32'30" the chord of which bears South 45°27'35" West 21.31 feet; thence South 00°07'04" East 53.01 feet; thence Southeasterly 23.42 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°27'30" the chord of which bears South 44°32'25" East 21.11 feet; thence North 83°46'21" East 53.33 feet; thence Northeasterly 23.62 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°12'21" the chord of which bears North 45°17'30" East 21.25 feet; thence South 89°36'20" East 76.95 feet; thence South 00°11'20" West 341.10 feet to the point of beginning.

Parcel contains: 11.16 acres more or less.

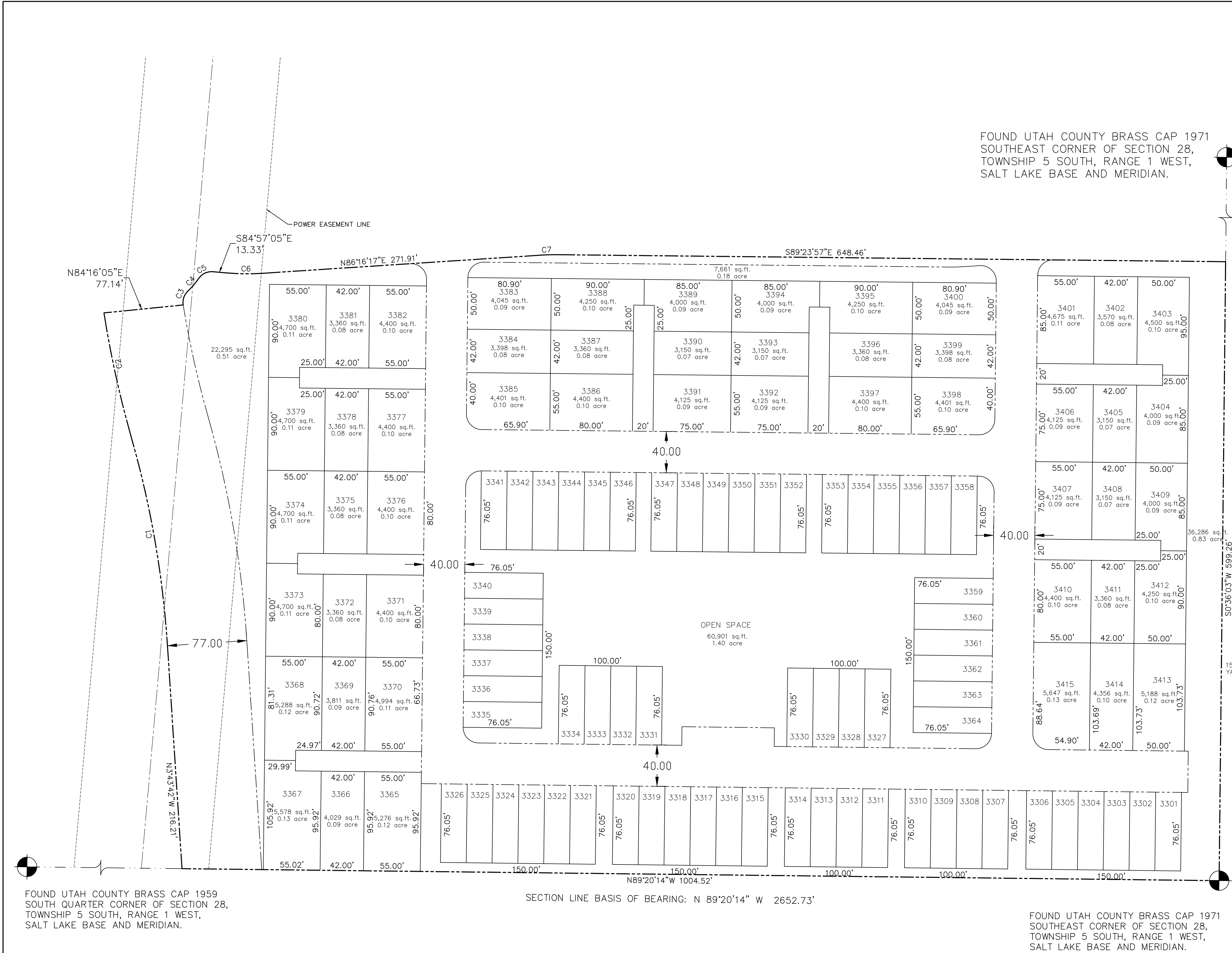
DATE _____ SURVEYOR (See Seal Below) _____
OWNER'S DEDICATION
WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S): _____
PRINTED NAME OF OWNER _____ AUTHORIZED SIGNATURE(S) _____

STATE OF UTAH)
COUNTY OF UTAH) S.S.
On the _____ day of _____, 20____, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____ NOTARY PUBLIC SIGNATURE _____
COMMISSION NUMBER _____ PRINTED NAME OF NOTARY _____
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)

PLAT " 26 "			
SILVERLAKE A RESIDENTIAL SUBDIVISION			
EAGLE MOUNTAIN UTAH COUNTY, UTAH			
SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

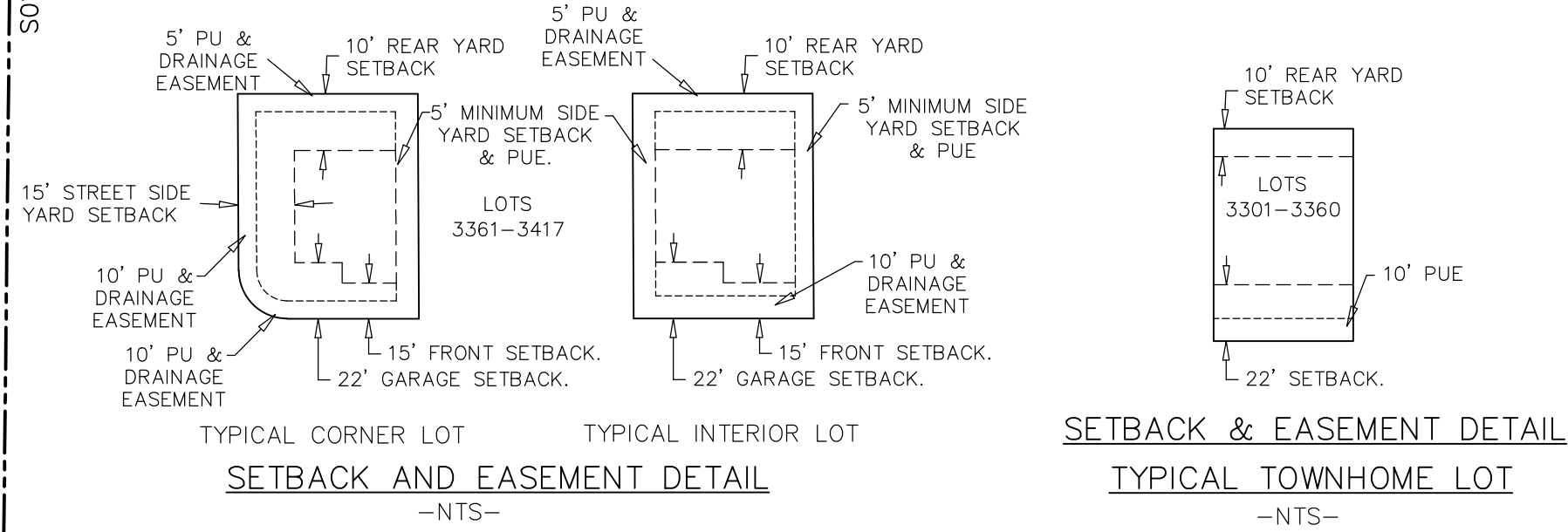
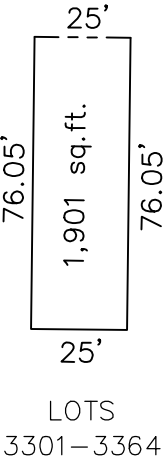
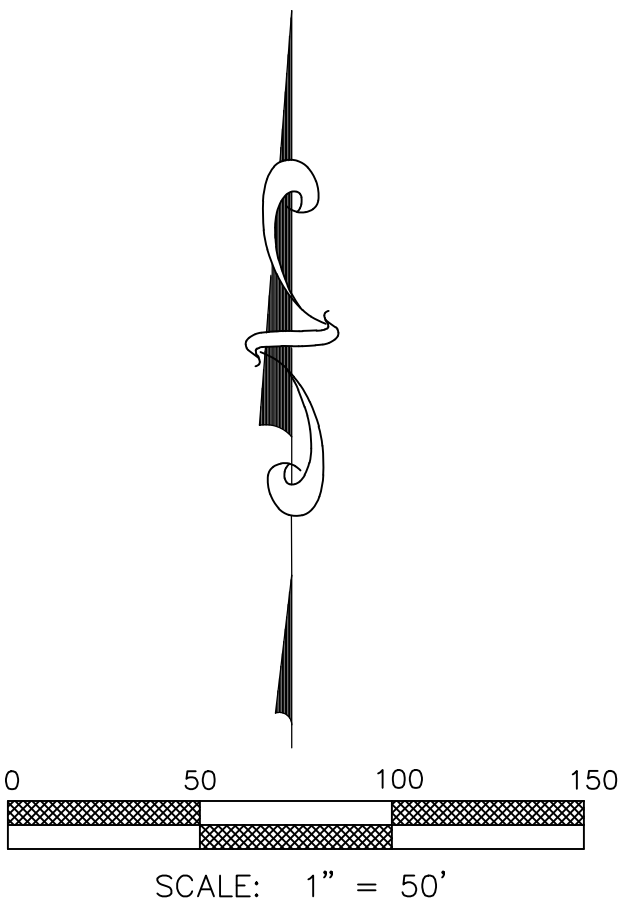


Boundary Description

Beginning at the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°20'14" West 1004.52 feet along the section line; thence North 03°43'42" West 216.21 feet; thence Northerly 203.89 feet along the arc of a 960.50 foot radius curve to the left, through a central angle of 12°09'44" the chord of which bears North 09°48'34" West 203.50 feet; thence Northerly 124.79 feet along the arc of a 1039.50 foot radius curve to the right, through a central angle of 06°52'41" the chord of which bears North 12°27'05" West 124.71 feet; thence North 84°16'05" East 77.14 feet; Northeasterly 14.68 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 56°03'43" the chord of which bears North 18°45'21" East 14.10 feet; thence Northeasterly 16.29 feet along the arc of a 75.00 foot radius curve to the right, through a central angle of 12°26'37" the chord of which bears North 40°33'54" East 16.26 feet; thence Northeasterly 15.89 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 60°42'19" the chord of which bears North 64°41'45" East 15.16 feet; thence South 84°57'05" East 13.33 feet; thence Easterly 34.70 feet along the arc of a 226.50 foot radius curve to the left, through a central angle of 8°46'37" the chord of which bears South 89°20'24" East 34.66 feet; thence North 86°16'17" East 271.91 feet; thence Easterly 13.11 feet along the arc of a 173.50 foot radius curve to the right, through a central angle of 4°19'46" the chord of which bears North 88°26'10" East 13.11 feet; thence South 89°23'57" West 648.46 feet; thence South 00°36'03" West 599.26 feet along the section line to the point of beginning.

Parcel contains: 14.09 acres more or less.

Basis of bearing: The line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and meridian which bears North 89°20'14" West.



Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	203.89	960.50	12°09'44"	203.50
C2	124.79	1039.50	6°52'41"	124.71
C3	14.68	15.00	56°03'43"	14.10
C4	16.29	75.00	12°26'37"	16.26
C5	15.89	15.00	60°42'19"	15.16
C6	34.70	226.50	8°46'37"	34.66
C7	13.11	173.50	4°19'46"	13.11

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

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

EAGLE MOUNTAIN,
UTAH

SILVERLAKE SOUTH
(SOUTHEAST AREA)

PRELIMINARY PLAT

JOB
SLS
SHEET NO.
1



IMPROVED OPEN SPACE SUMMARY

- HOA Pocket Parks (4 varying between 2 ac. & 1/4 ac.)
- Neighborhood Park (3.6 ac.)
- HOA Clubhouse + Pool + Park (1)
- Trails (~4.0 miles + 3/4 mile city natural trail)
- Native Open Space (26 acres)
- Possible Community Linear Park (9.9 ac.)

DETAILED QUALIFYING OPEN SPACE QUATITIES

- Power Corridor (North) - 0.40 ac
- Power Corridor (South) - 0.44 ac
- Future Pocket Park (East) - 1.25 ac
- Clubhouse & Park - 2.10 ac
- Pocket Park (Phase 19 & 20) - 1.83 ac
- Future Pocket Park (Phase 21) - 2.07 ac
- Future Pocket Park (West) - 0.47 ac
- Future Neighborhood Park - 3.65 ac
- Total Qualifying Improved Open Space - 12.2 ac**



*This exhibit illustrates additional open space that doesn't qualify as improved open space, as well as the possible developable area in the native area behind phases 16, 17, and 30.



SILVERLAKE

A MASTER PLANNED COMMUNITY IN EAGLE MOUNTAIN
south area preliminary plat



PREPARED BY
FLAGSHIP HOMES

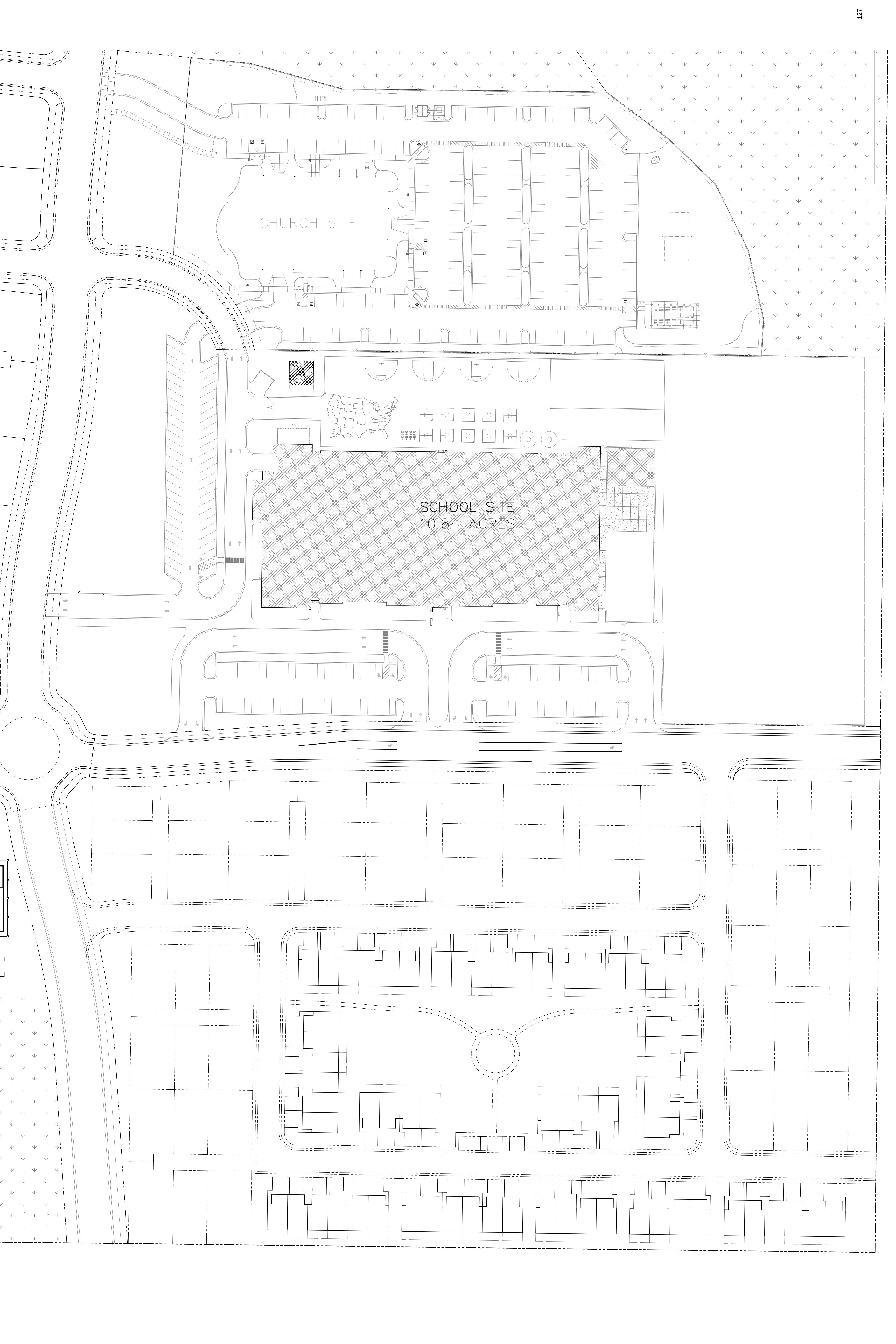
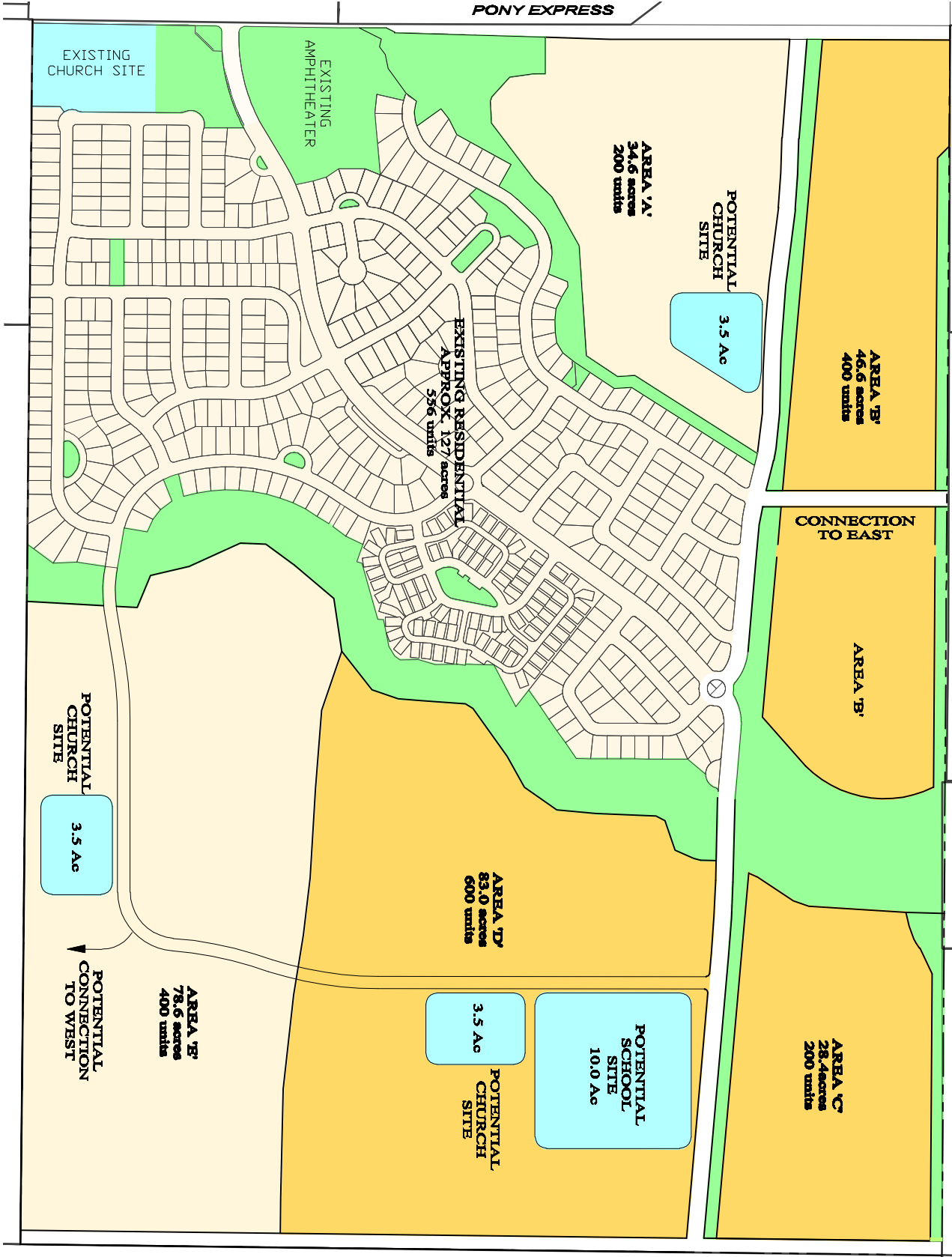


EXHIBIT 'A1' MASTER DEVELOPMENT PLAN MAP



LEGEND

- MIXED AREA - SINGLE FAMILY, PATIO, GARDE COURT, CLUSTER AND MULTI-FAMILY AREA
- SINGLE FAMILY AREA
- EXISTING RESIDENTIAL
- OPEN SPACE
- SCHOOL / CHURCH SIT

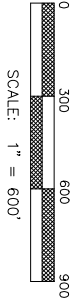
SUMMARY

DEVELOPMENT AREA	
AREA 'A'	34.6 AC
AREA 'B'	46.6 AC
AREA 'C'	28.4 AC
AREA 'D'	83.0 AC
AREA 'E'	78.6 AC
TOTAL	271.2 AC

DEVELOPMENT DENSITY

AREA 'A'	200 Units
AREA 'B'	400 Units
AREA 'C'	200 Units
AREA 'D'	600 Units
AREA 'E'	400 Units
TOTAL	1800 Units

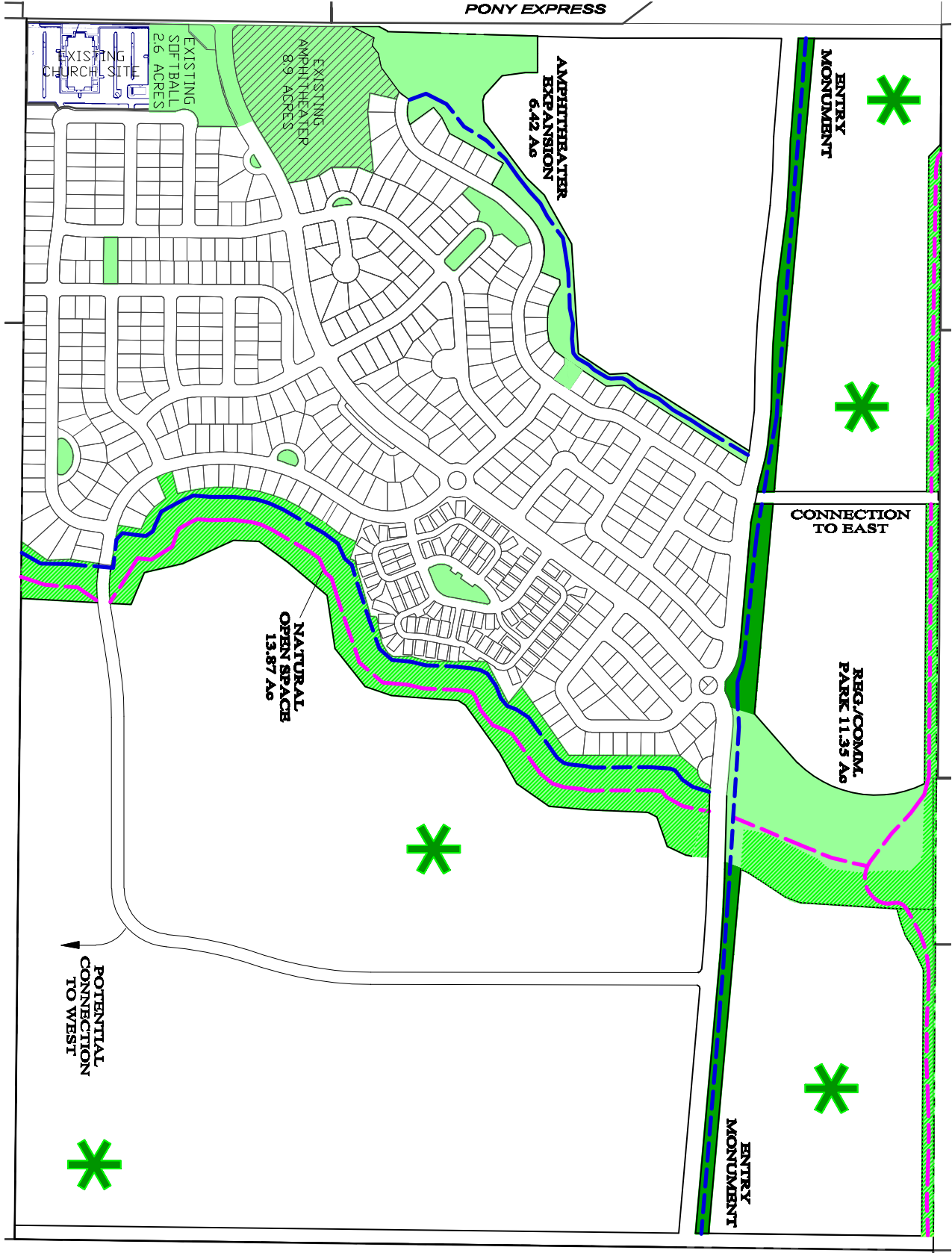
JANUARY 2013



SILVERLAKE DEVELOPMENT



EXHIBIT 'A2' OPEN SPACE MAP



- COMMUNITY/REGIONAL PARK - IMPROVED
- COMMUNITY/REGIONAL PARK - NATURAL
- NEIGHBORHOOD PARK/ TRAIL CORRIDOR
- POTENTIAL NEIGHBORHOOD/POCKET PARK LOCATIONS

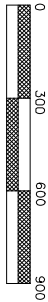
- IMPROVED TRAIL
- NATURAL TRAIL

SUMMARY

OPEN SPACE REQUIREMENTS	
REGIONAL PARK	4.85 AC
COMMUNITY PARK	12.92 AC
NEIGHBORHOOD PARK	11.31 AC
POCKET PARK	3.23 AC
TOTAL	32.31 AC

OPEN SPACE BREAKDOWN	
REG./COMM. PARKS-IMPROVED	17.77 AC
REG./COMM. PARKS-NATURAL	18.69 AC
NEIGHBORHOOD/POCKET PARKS	14.54 AC
TOTAL	51.00 AC

JANUARY 2013



SCALE: 1" = 600'

SILVERLAKE DEVELOPMENT



**AMENDED & RESTATED
EAGLE MOUNTAIN CITY
MASTER DEVELOPMENT AGREEMENT
FOR SILVER LAKE**

This AMENDED & RESTATED EAGLE MOUNTAIN CITY MASTER DEVELOPMENT AGREEMENT FOR SILVER LAKE (the "Agreement") is entered into this 16th day of January, 2013 by and between Eagle Mountain City (the "City") and Silver Lake Land LLC, a Utah limited liability company ("SLL" or "Developer"). This Agreement includes an Exhibit File which is incorporated by reference in this Agreement. All references to "Exhibits" in this Agreement are either referring to documents, attached here to or to the documents contained in the Exhibit File.

RECITALS

This Agreement is made with reference to the following facts.

On June 18, 2002, the City, on the one hand, and the "Evans Ranch Development Group," on the other hand (consisting of Evans Ranch, L.C., Mortgage Investment Trust, Development Associates, and John D. Jacob Company), entered into that certain Eagle Mountain City Master Development Agreement and Annexation Agreement for the Evans Ranch Annexation and Carson Parcel Development (the "Original Annexation Agreement").

The Original Annexation Agreement related to the annexation and development of certain property referred to therein as "Evans Ranch", which property is more particularly described therein as Exhibit 1. Pursuant to and in connection with the Original Annexation Agreement, the City enacted an Annexation Ordinance (Ordinance No. O 22-2002 annexing the "Evans Ranch" property into the City).

The Original Annexation Agreement was subsequently amended pursuant to that certain (a) First Amendment to Eagle Mountain City Master Development Agreement and Annexation Agreement dated May 6, 2003 between the City and S.L.6 LLC, ("SL6"), as successor in interest to the Evans Ranch Development Group (the "First Amendment"), and (b) Second Amendment to the Eagle Mountain City Master Development Agreement with SL6, LLC dated March 22, 2006, between the City and SL6 (the "Second Amendment"). The Original Annexation Agreement, the First Amendment and the Second Amendment are collectively referred to herein as the "Original Master Development Agreement".

Among other things, the First Amendment acknowledged that SL6 acquired all of the interests of the Evans Ranch Development Group in the Evans Ranch property, and further,

changed the name by which the land subject to the Original Annexation Agreement would be known from “Evans Ranch” to the “Silver Lake Development.”

In exchange for a loan from Zions Bank, SL6 pledged various collateral to Zions Bank, including two Trust Deeds on the Silver Lake project, Entry No. 56342: 2004, recorded May 17, 2004, and Entry No. 13642:2005 recorded Jan. 31, 2005, and an assignment of various banked water entitlements, which collateral Zions Bank later assigned and transferred, and Silver Lake Land, LLC as successor to Zions Bank later foreclosed and took title to the Silver Lake project, as reflected by Trustee’s Deeds Entry Nos. 50920:2012 and 50921:2012, and Silver Lake Land, LLC continues to hold the assignment of the banked water entitlements as collateral for the SL6 loan. A legal description of the property owned by SLL is attached hereto as Exhibit G.

The Original Master Development Agreement defines the rights and responsibilities of the parties with respect to the development of the land and funding for public improvements in the “Silver Lake Master Development Planned Area” (sometimes referred to herein as the “Master Planned Area” or the “Master Development Area”).

Larry S. Carson is the property owner of the “Carson” parcel, which is property that is described in Exhibit 2 to the Original Annexation Agreement. The Carson parcel was annexed pursuant to the Original Annexation Agreement and the Carson parcel is not included in the Master Planned Area. Larry Carson was not affiliated with SL6, and this Agreement shall not modify or have any effect whatsoever on prior approvals and entitlements received with respect to the Carson parcel, and/or obligations of Carson which remain unsatisfied as of the date hereof, if any, as set forth in the Original Annexation Agreement.

The City has requested that the Original Annexation Agreement, the First Amendment and the Second Amendment be consolidated into a single amended and restated agreement, and to this end, this Agreement amends and restates in its entirety the Original Master Development Agreement (exclusive of the terms relating to the Carson parcel).

In addition, this Agreement amends various terms of the Original Master Development Agreement, including but not limited to the Amended Master Development Plan Map and Land Use Element for the land. All required notices, public hearings, and other matters preliminary to the adoption of this Agreement have been completed and conducted according to law as of the date of the City’s execution of this Agreement and in full force and effect.

In addition to amending the Amended Master Development Plan Map and Land Use Element of the Master Development Area, the parties desire to make certain additional changes to the Original Master Development Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. Master Development Plan Map. The Amended Master Development Plan Map and Land Use Element dated January, 2013, is attached to this Agreement as Exhibit A1, and is hereby substituted for the Master Development Plan Map(s) and Land Use Element(s) attached to the Original Master Development Agreement. The Developer shall have the vested right to the specific land uses and development density and the obligation to develop the property, dedicate open space to the City and meet the development requirements as described in this Agreement and as represented on Exhibit A1. As established on Exhibit A1, the Developer is entitled to a maximum of 1,800 residential units ("Development Density"). The following table depicts the approved development areas ("Development Area(s)"), uses, and densities.

<u>Development Area</u>	<u>Area Size</u>	<u>Land Uses</u>	<u>Max # of Dwelling Units</u>	<u>Gross Density</u>
Area 'A'	34.6 Acres	Single Family	200	5.78 du/ac
Area 'B'	46.6 Acres	Mixed	400	8.58 du/ac
Area 'C'	28.4 Acres	Mixed	200	7.04 du/ac
Area 'D'	83.0 Acres	Mixed	600	7.23 du/ac
Area 'E'	78.6 Acres	Single Family	400	5.08 du/ac
Total	271.2 Acres		1800	6.64 du/ac

2. The Property is divided into five (5) Development Areas that permit a maximum number of units per acre within each Development Area. The location of each of the Development Areas is depicted on Exhibit A1. The development of each Development Area must contain improvements to meet the City's current Tier II, Tier III or Tier IV requirements concurrent with the density for that particular Development Area, or such other requirements as adopted by the City in the future. The City shall not issue any final subdivision plat until Developer has demonstrated how it will meet the City's Tier II, Tier III, or Tier IV requirements for that particular Development Area.

3. Single-Family Residential Development. In addition to the requirements set forth in paragraph 2, the Developer agrees to comply with the following development standards and conditions and provide the following additional improvements and amenities in connection with its development of single family residential ("SFR") lots in areas A through E:

- a. Maintain a lot width of not less than fifty five (55) feet at the front yard building setback line on all SFR lots.
- b. Provide a variety of lot sizes in each neighborhood. These SFR lot developments will be required to meet open space requirements as defined in Exhibit B.

c. Construct and provide an upgraded entryway into each subdivision within the Silver Lake Development, consisting of a landscaped entryway with a permanent monument sign approved by the City that bears the name of the subdivision; the City shall not unreasonably deny approval of subdivision entryway monuments. Entryway monument sign locations for the overall Silver Lake development are designated on Exhibit A2.

d. Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, masonry, or composite fencing. This fencing is required along with the timing of open space improvement. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.

e. Provide upgraded approved street signs, not plain metal posts.

f. Pay a fee of \$475 per lot to the City upon issuance of a building permit to pay for the purchase and planting of trees in park strips along road rights of way.

g. The exteriors of each of the new SFR dwellings constructed in any new phase on or after the date of this Agreement shall contain masonry materials, including stone, brick, and fiber cement siding such as hardy board, or similar product, as fundamentally depicted on the renderings in Exhibit C-1. Stucco may also be used as an exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new single family residential dwelling. Notwithstanding the foregoing, this subsection (i) shall apply only to new development phases of the Master Development Area which have not commenced as of the date of this Agreement, and shall not apply to any existing subdivision or phase within the Master Development Area.

4. Patio/Garden Court/Cluster Home Development. In addition to the requirements set forth in paragraph 2, the Developer shall have the option to develop and construct patio/garden court/cluster ("PGC") homes within the Silver Lake Development in locations identified on Exhibit A1 and fundamentally consistent with the renderings in Exhibit C-1. These homes are generally located on a small lot or clustered near other detached homes, and generally include a park, courtyard, or additional improved open space within the immediate neighborhood. These are not just small single-family lots; they are to be designed with parks, courtyards, or open space as an integral part of the neighborhood. The Developer agrees to comply with the following development standards and conditions and provide the following

additional improvements and amenities in connection with its development and construction of the PGC residential dwellings within the Silver Lake Development:

a. PGC homes must be distributed in areas identified on the master plan map, Exhibit A1. PGC (lots under 5,500 square feet or with a lot frontage of less than 55 feet) shall not be clustered together in groups of more than 65 lots.

b. All PGC homes shall be within 1,250 feet of a neighborhood, community park, or pocket park. PGC Improved Open space requirements are defined in section 5 and Exhibit B.

c. Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, approved durable vinyl or masonry. This fencing is required along with the timing of open space improvement. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.

d. Provide upgraded approved street signs, not plain metal posts.

e. Pay a fee of \$300 to the City upon issuance of a building permit to pay for the purchase and planting of trees in park strips along road rights of way.

f. The exteriors of each of the new PGC homes shall contain masonry materials, including stone, brick, fiber cement siding such as hardy board or similar product, fundamentally consistent to the renderings in Exhibit C-1. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new PGC residential dwelling. PGC dwellings are expected to be built similar to and substantially compliant with the design and materials as represented and depicted in the renderings included as Exhibit C-1.

g. The minimum setbacks for the PGC home units shall be consistent with the Setback Exhibit attached to this Agreement as Exhibit D. Other PGC home designs will be considered and proposed in the future.

5. Multi-Family Development. In addition to the requirements set forth in paragraph 2, the Developer shall have the option to develop and construct multi-family residential "MFR" dwellings within the Silver Lake Development in a manner consistent with Exhibit A1 and

fundamentally consistent with the renderings in Exhibit C-2. The Developer shall be permitted to construct up to 20% of the Development Density, or 360 total units, as MFR. The Developer agrees to comply with the following development standards and conditions and provide the following additional improvements and amenities in connection with its development and construction of the multi-family residential dwellings within the Silver Lake Development:

- a. No stacked flat apartments or stacked condos will be allowed.
- b. MFR homes must be distributed within the area identified on Exhibit A1, and shall not be clustered together in groups of more than 65 lots.
- c. All MFR homes shall be within 1,250 feet of a neighborhood, community park, or pocket park. MFR Improved Open space requirements are defined in section 5 and Exhibit B.
- d. Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, approved durable vinyl or masonry. This fencing is required along with the timing of open space improvement. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.
- e. Provide upgraded approved street signs, not plain metal posts.
- f. Pay a fee of \$300 to the City upon issuance of a building permit to pay for the purchase and planting of trees in park strips along road rights of way.
- g. The exteriors of each of the new MFR dwellings shall contain masonry materials, including stone, brick, and fiber cement siding, hardy board or similar product as fundamentally depicted on the renderings in Exhibit C-2. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new MFR dwelling. MFR dwellings are expected to be built substantially compliant with the design and materials as represented/depicted on the renderings included as Exhibit C-2.
- h. The minimum setbacks for the MFR units shall be consistent with the Setback Exhibit attached to this Agreement as Exhibit D. This provides only an example of the type of MFR development that may be built. Other MFR designs may be considered and proposed in the future.

6. Improved Open Space. All open space requirements for previous development phases within the SilverLake Development will be deemed as fulfilled. The open space requirements in this agreement will apply to the current undeveloped land in areas A through E held by SLL within the Silver Lake Development. Based upon the requirements in the Parks and Open Space Master Plan, shown in Exhibit E, the following open space will be improved and/or deeded to the City with this development:

a. Amphitheater Addition. An area consisting of 6.42 acres, as depicted in Exhibit A2, shall be preserved adjacent to the existing amphitheater for plaza and park space, and also to provide some permanent and temporary parking for events. This area shall be deeded to the City along with the recordation of the first subdivision plat in Area A, and shall be free and clear of all encumbrances and upon a form of deed acceptable to the City and will count towards the Community Park space requirements. This area shall be improved by the City in the timing determined by the City in a manner similar to the Silver Lake Amphitheater Preferred Concept. Developer agrees to excavate the excess material from the Amphitheater Community Park property being conveyed to the City so that the entire property, other than the sloped retention areas around the perimeter of the property, will be usable for parking and will not exceed a 6% slope. A play area shall be included as well.

b. Neighborhood and Pocket Parks. 14.541 acres of neighborhood parks (generally 3-5 acres in size) or pocket parks (greater than 0.5 acres in size) are required to be improved based on the requirements defined on Exhibit B. The general locations of these parks are shown on the Open Space Map, Exhibit A2. These parks shall be designated with each subdivision plat and improved along with each subdivision, including the features and amenities required by the City Code Chapter 16.35. The required park space for each phase of development must be fully improved, or Developer shall place into escrow with the City sufficient funds to improve the park space prior to the issuance of 40% of the building permits within any phase of development. These parks shall be included in the bond to be posted along with the other subdivision improvements. These parks shall be maintained by the governing Home Owner's Association. Each park shall have access along a dedicated roadway.

c. Community Parks. 17.7705 acres of community parks are required to be deeded to the City. The 6.42 acre amphitheater expansion open space adjacent to the Amphitheater and the 11.35 acre open space area both are considered community parks. The amphitheater expansion park must be deeded to the City according to 5(a), and the 11.35 acre park must be deeded to the City prior to the recordation of the last subdivision plat in Area B. These parcels shall be deeded to the City free and clear of all encumbrances and upon a form of deed acceptable to the City, and shall be improved by the City in the timing determined by the City. Each park shall have access along a dedicated roadway.

d. Improved Trail Corridor. An improved trail system ("Improved Trail") will be constructed by Developer in the general locations depicted on Exhibit A2. The Improved Trail shall be constructed of a solid asphalt surface or other surface acceptable to the City. Each section of the Improved Trail shall be improved along with the infrastructure for any adjoining subdivision plats, or Developer shall place into escrow with the City sufficient funds to improve that section of trails prior to the issuance of 40% of the building permits within the phase of development. The Improved Trail will be considered public improvements, and must be bonded for completion along with the infrastructure bond.

e. Natural Trails. A natural trail system ("Natural Trail") will be constructed by City in the general location depicted on Exhibit A2 in the timing determined by the City. It is anticipated that the Natural Trail shall be constructed of compacted road base and native material.

f. Utility Corridors/Easements. The power line corridor situated along the collector road shall be improved by the Developer along with each adjacent development phase. Such improved areas may be counted towards the neighborhood and pocket park requirements set forth in subsection (d) above, if improved as useable park space.

g. Natural Open Space. 18.69 acres of additional unimproved open space shall be deeded to the City. This includes areas such as Tickville Wash and Evans Wash. It is anticipated that the Developer will work with the City to approve plans for modifications to the natural washes, in order to increase buildable acreage and improve the functionality of the washes for stormwater conveyance and for recreational purposes, such as natural bike trails.

h. Churches and Schools. Developer is encouraged to locate parks adjacent to churches and/or schools, wherever possible.

7. Vesting of Improved Open Space, Parks and Trails. In accordance with Chapter 17.30 of the City Code, bonus density entitlements, or increases in the number of residential units a developer is entitled to build on an acre (above the 0.8 residential dwelling units per acre base density of the residential zone), are permitted when a project provides additional improvements and amenities as outlined in Chapter 17.30 of the City Code. These additional improvements and amenities include Improved Open Space, Parks and Trails. The City agrees that that the proposed Improved Open Space, Parks, and Trails, as set forth in paragraph 4 of this Agreement, satisfy the Improved Open Space, Parks and Trails requirement for the Maximum Density, and the City shall not require the Developer to build or develop additional Open Space, Parks or Trails in order to develop up to the Maximum Density.

8. Churches and Schools. The areas designated as school and church sites in Exhibit A1 contain underlying residential zoning and are entitled to build up to the approved density if the church or school is located elsewhere. If a church or school is built in the master development, however, the total number of units for that area will be reduced by the approved area density. Furthermore, the Developer and the City hereby agree that the Developer shall not be required to convey to the City that certain twelve (12) acres of property referred to in the Original Master Development Agreement as the "School Site" which, pursuant to the Original Master Development Agreement, was to be conveyed to the City.

9. CWP Water. As an alternative to dedicating water rights to the City for each subdivision, the City will offer to contract with the Developer or successors in interest, to acquire the required water supply for each subdivision, if available, under contracts in place between the City and the Central Utah Water Conservancy District ("the District") ("CWP Water") on a first come, first served basis with other interested parties intending to contract with the City for delivery of CWP Water.

10. Water Shares. SLL relinquishes all rights and interests in the 45.91 acre feet deducted from the banked water entitlement (Water Right #54-1044 (Original Acre Feet 101.44)) which has been deducted from the total banked water entitlements to fulfill obligations of prior development phases.

11. Park Fees in Lieu. At the time of City approval and development of prior phases under the Original Master Development Agreements, the developer failed to pay fees for park improvements ("Park Fees"). In consideration for the densities granted herein, and in order to benefit the remaining property in the Silver Lake Subdivision, SLL agrees to pay the amount of \$380,000 to the City to cover the Park Fees based on SLL annually paying the greater of the following: (1) \$249.95 per recorded lot; or (2) Yearly Schedule (Years 1-2 = \$0.00, Years 3-10 = \$47,500.00).

12. Roads / Street Improvements. The street layout, design, and right-of-way dedication of each phase of development must be designed to integrate with the City's Future Land Use and Transportation Corridors Map as depicted in Exhibit F, including a minor collector road continuing Brookwood Drive to the eastern boundary of the project, a minor collector road running north-south through the project, and a minor arterial road running east-west along the southern property line. A traffic signal on Pony Express Parkway shall be required when warranted by any traffic study completed for a subdivision phase within the City. This signal shall be paid for by impact fees, with Developer paying their prorated share by the payment of the city impact fee with each development phase. Development shall proceed in appropriate phasing which provides for the connection of the new major north/south road (Woodhaven Road) with Pony Express Parkway and SilverLake Parkway. Developer shall improve SilverLake Parkway from Pony Express Parkway to Tickville Wash in conjunction with the first phase of the Development and prior to platting the second phase of the Development. Developer

shall improve Woodhaven Boulevard to at least half-width plus ten (10) feet for all sections that do not have recorded subdivisions on both sides of the road, and full width for all sections with recorded subdivision on both sides of the road. All development phases shall contain at least two points of access. The Developer agrees to work together with all interested parties to plan appropriately for regional transportation needs, and modify plans to meet those needs, if applicable.

13. Off-Site Infrastructure. The parties acknowledge that off-site infrastructure improvements may be necessary in order to supply proper utility or transportation capacity for portions of this project. The City makes no guarantee of utility capacity for this project.

14. Governing Standards. The development of the Silver Lake Master Development Area shall be governed by the terms of this Agreement, which reflect the procedures, standards and requirements of the Development Code of the City, which are qualified by this Agreement. The Exhibit File consists of the Master Development Plan Map, Exhibit A1, approved by this Agreement, the Open Space Map, Exhibit A2, the general location and alignment of roads to be dedicated to the City, the areas approved for public uses such as parks, utilities and schools, open space improvement requirements, renderings of the homes, and setback exhibits.

15. Dedication of Facilities. The Developer agrees to dedicate and donate free and clear of all encumbrances to the City all required spaces for the location of City owned utilities, streets, utility facilities and improvements for the construction and use of utilities, parks, roads, and other public ways such as trails depicted on the Exhibit A1. A reimbursement agreement may be entered between the City and the Developer to require reimbursement from the City to the Developer as other developers pay impact fees to use facilities which are donated to the City by Developer. All of the facilities dedicated to the City under the terms of this Agreement shall be constructed to the City's standard specifications and shall be subject to City inspections and approval before acceptance by the City. The design for each public improvement shall be reviewed and must be approved by the City Engineer prior to construction.

16. Initial Development Cost Escrow Acknowledgment. The Developer and the City acknowledge that Developer shall not be responsible for the "Initial Improvements" described in Exhibit 4 of the Original Annexation Agreement (as replaced by this Agreement)..

17. Withholding Approval Upon Default. The parties agree that the City shall not approve or record any subdivision in the Master Development Area if the Developer is in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the development project. In addition, the City may withhold approval of building permits to construct any building or structure within the Master Development area if the Developer is not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

18. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to amend and enact standards for development and construction generally applicable throughout the City. It is the intent of the parties to vest the Developer with the specific land uses and Development Density, as stated herein, and defined specifically on Exhibit A1, but to require compliance by the Developer with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

19. Impact Fees. The Developer agrees to pay all impact fees when due at subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time. The parties may enter into a separate Reimbursement Agreement upon the enactment of impact fee requirements and which shall provide for reimbursement to the Developer for capacity in improvements in excess of the capacity required for development of the property for improvements that are dedicated or transferred to the City.

20. Annual Review of Compliance. The parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement, City Development Standards and Schedules in the Master Development Plan approved by this Agreement. It shall be an event of default if the Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by the City Development Standards, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if the Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

21. Default Notice and Remedy for Default. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to the Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Developer is in default, the City Council may order that work in the Master Development Area be terminated until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

23. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding

between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern the procedures and standards for approval of each subdivision and public improvement.

24. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

25. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

26. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

27. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

28. Agreement to Run With the Land. This Agreement or a notice of this Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns of any of the foregoing.

29. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.

CITY:

EAGLE MOUNTAIN CITY

ATTEST:

By: _____

Eagle Mountain City Recorder



By: _____

Its: _____

SLL:

Silver Lake Land LLC, a Utah limited liability company

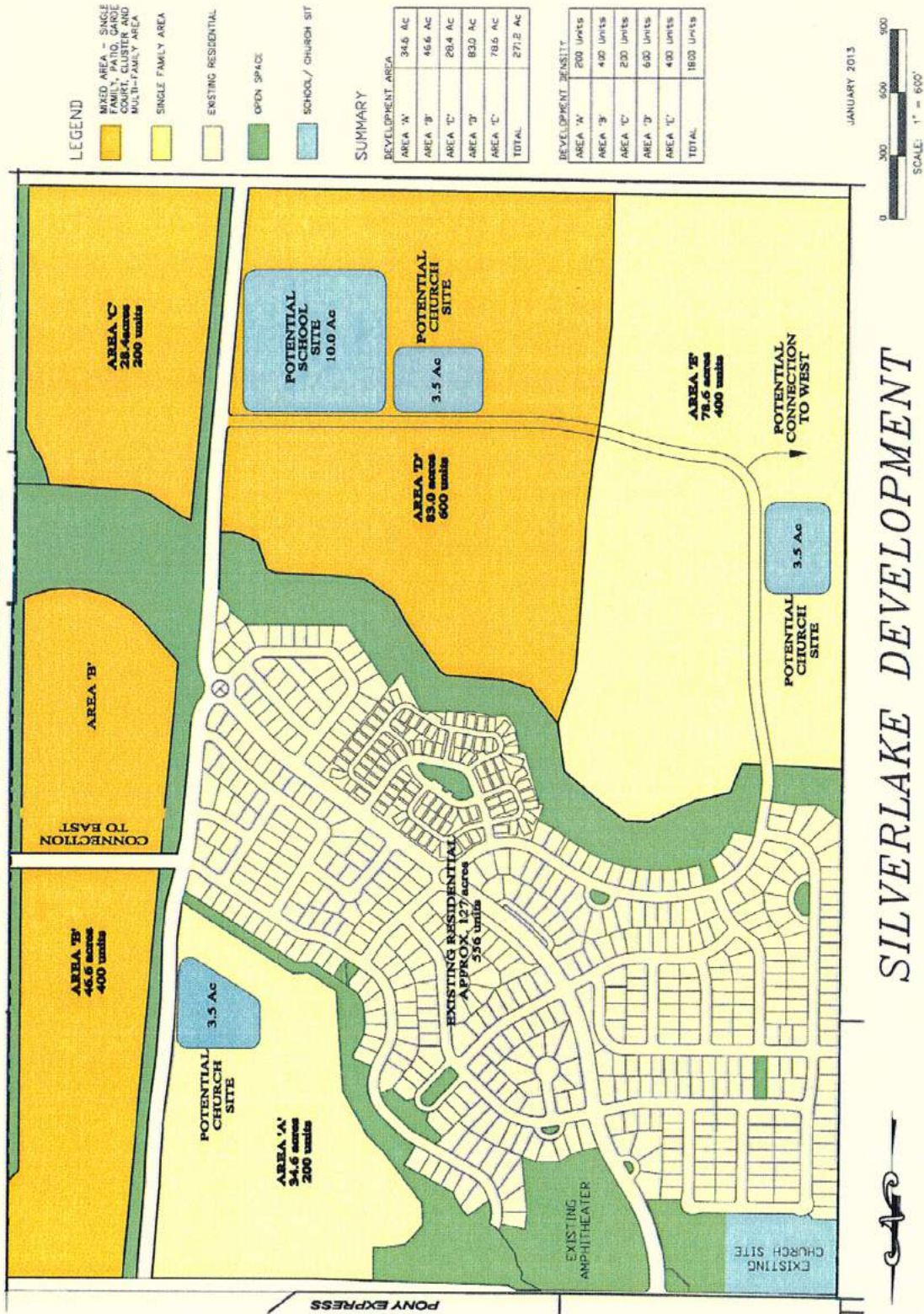
By: _____

Its: _____

Exhibit A1

[Amended Silver Lake Master Development Plan Map]

EXHIBIT 'A1' MASTER DEVELOPMENT PLAN MAP



SILVERLAKE DEVELOPMENT

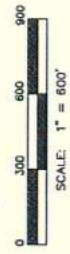
Exhibit A2

[Open Space Map]

EXHIBIT 'A2' OPEN SPACE MAP



SILVERLAKE DEVELOPMENT



JANUARY 2013

Exhibit B

[Pocket and Neighborhood Park Requirements]

16.35.105. Pocket park requirements.

Pocket parks shall be a required improvement for subdivisions that have an average lot size less than one-half acre. The amount of land required for pocket parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter 17.30 EMMC, Residential Zone Bonus Density Entitlements. The pocket park requirements are intended to be flexible in order to best provide relief, interest, and a gathering place for a neighborhood.

A. All pocket parks must meet the following requirements:

1. They are to be integrated into the design of the street and residential lot pattern.
2. Pocket parks will generally be at least one-half acre each; however, they can be any configuration that adds amenity and identity to the neighborhood.
3. Pocket parks should provide the greatest accessibility by pedestrians, and no unit/lot should be located more than one-quarter mile from a pocket park, if possible.
4. Each pocket park must have access along a roadway.
5. The community association or local homeowners' association will maintain the pocket parks.
6. Pocket parks shall be constructed according to a schedule set in the development agreement for the project, but shall be completed no later than after issuing 50 percent of the building permits in the development phase including the park, or 50 percent of the permits in the project, whichever comes first.
7. If the applicant elects to pay a fee in lieu of park construction, 50 percent of the fee is due with the recordation of the first plat, and the second 50 percent is due with the second plat. In the case of only one plat, 100 percent is due with the plat's recordation. The fee-in-lieu is calculated at \$5.75 per square foot of park space and shall be escrowed for the specific park. The required land shall either be dedicated to the city or a fee-in-lieu shall be provided for land purchase based on a third-party appraisal. If a fee-in-lieu is collected, the money shall be used to construct the park according to the timing in the development agreement.

B. The design of the pocket parks shall be largely at the discretion of the builder/developer. At least seven points per 0.1 acre or 70 points per acre are required in the design of a pocket park, according to Table 16.35.130(c), Pocket and Neighborhood Park Elements. The following minimum programming is required for each pocket park:

1. Grass area large enough for children's play.
2. Shady seating area with benches or tables provided by a shade structure or grove of trees.
3. Parking on adjacent street.
4. Additional uses, such as tot lots or other play structures, depending on the needs of the surrounding neighborhood and proximity to other play structures.
5. Must be connected to the neighborhood by sidewalks or trails.
6. A variety of landscaping, including trees, shrubs, ornamental grasses, etc.
7. An appropriate number of garbage receptacles and barbecues with park elements, including pavilions, picnic tables, playground equipment, splash pad, benches, etc. [Ord. O-16-2011 § 2 (Exh. A)].

16.35.110. Neighborhood park requirements.

Neighborhood parks shall be a required improvement for subdivisions that have an average lot size less than one-half acre. The amount of land required for neighborhood parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter 17.30 EMMC, Residential Zone Bonus Density Entitlements.

A. Neighborhood parks shall comply with the following standards:

1. Neighborhood parks shall ideally be between three and five acres in size.
2. No lot/unit should be more than one-half mile from a neighborhood park, if possible.
3. Each neighborhood park must have access along a public road.
4. Neighborhood parks shall be effectively integrated into residential developments and connected with homes, other neighborhood parks, and open space areas via sidewalks or trails.
5. Parks shall be designed with a mixture of enhanced native plantings, ornamental plantings, and grass areas. The landscape treatments shall be designed to enhance the sense of place while remaining water-wise.
6. Parks shall be located as close as possible to the recommended neighborhood park distribution location in the parks and open space master plan.
7. Developers are encouraged to, whenever possible, consolidate neighborhood parks into larger parks that may be used by more than one neighborhood. Collocation with schools or other institutions is also encouraged.
8. Parks shall be constructed according to a schedule set in the development agreement for the project, but shall be completed no later than after issuing 50 percent of the building permits in the development phase including the park, or 50 percent of the permits in the project, whichever comes first.
9. If the applicant elects to pay a fee in lieu of park construction, 50 percent of the fee is due with the recordation of the first plat, and the second 50 percent is due with the second plat. In the case of only one plat, 100 percent is due with the plat's recordation. The fee-in-lieu is calculated at \$5.75 per square foot of park space and shall be escrowed for the specific park. The required land shall either be dedicated to the city or a fee-in-lieu shall be provided for land purchase based on a third-party appraisal. If a fee-in-lieu is collected, the money shall be used to construct the park according to the timing in the development agreement.

B. The design of neighborhood parks is largely to be determined by the builder/developer and the city based on the needs of the neighborhood. At least seven points per 0.1 acre or 70 points per acre are required in the design of a neighborhood park, according to Table 16.35.130(c), Pocket and Neighborhood Park Elements. The following elements are generally included in a neighborhood park:

1. Play structures (creative play structures are recommended).
2. Multi-use play field.
3. Internal trails.
4. Picnic tables.
5. Seating areas (benches).
6. Basketball court.
7. Enhanced open space.
8. Off-street parking.
9. Shelters (pavilions, etc.).
10. An appropriate number of garbage receptacles and barbeques with park elements, including pavilions, picnic tables, playground equipment, splash pad, benches, etc. [Ord. O-16-2011 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.11); Ord. O-07-2006 § 2 (Exh. 1 § 7.11); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.11)].

Exhibit C-1

[Single Family and Patio /Garden Court/Cluster Home Renderings]



Cambridge Design



Cascade Design



Denali Design



Harvard Design



Heritage Design



Oxford Design



Regency Design



Yale Design







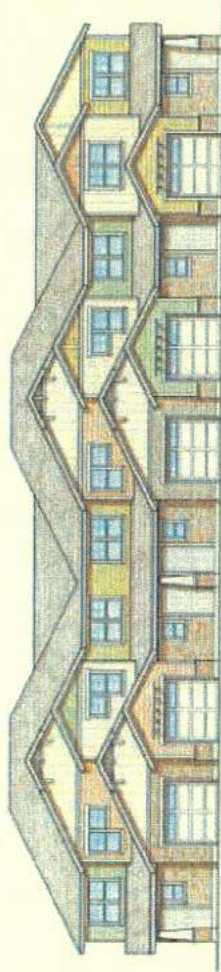






Exhibit C-2

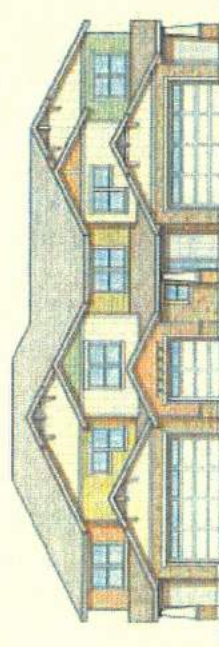
[Multi-Family Home Dwelling Renderings]



5-STORY FRONT ELEVATION
 North Side - 1/2" = 1'-0"



4-STORY FRONT ELEVATION
 North Side - 1/2" = 1'-0"



3-STORY FRONT ELEVATION
 North Side - 1/2" = 1'-0"

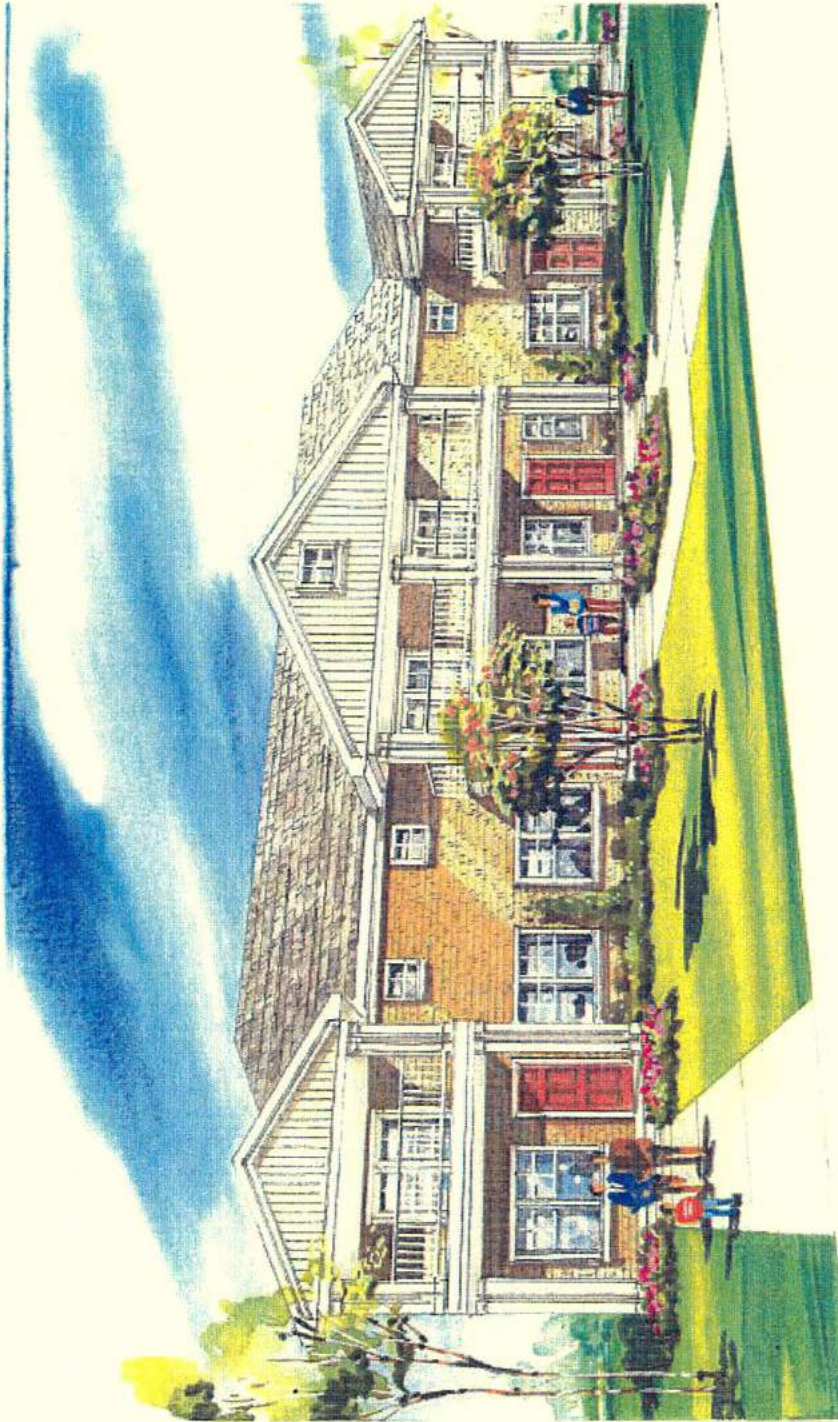
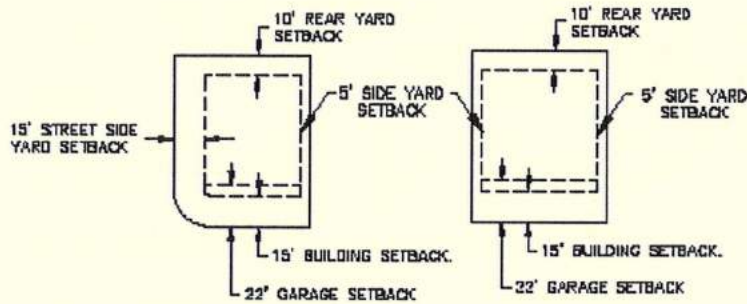


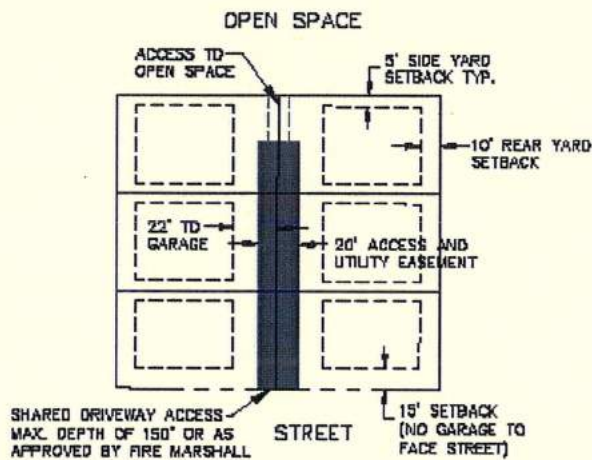
Exhibit D

**[Multi-Family & Patio/Garden Court/Cluster Home Development
Setback Exhibit]**

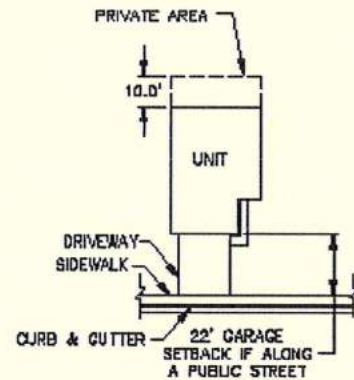
SILVERLAKE SETBACK EXHIBIT



TYPICAL CORNER LOT TYPICAL INTERIOR LOT
TYPICAL PATIO HOME/GARDEN COURT SETBACK DETAIL
 -NTS-



TYPICAL CLUSTER UNIT LAYOUT
 -NTS-



TYPICAL TOWNHOME UNIT
 -NTS-

Exhibit E

[Parks and Open Space Master Plan Exhibit 11]

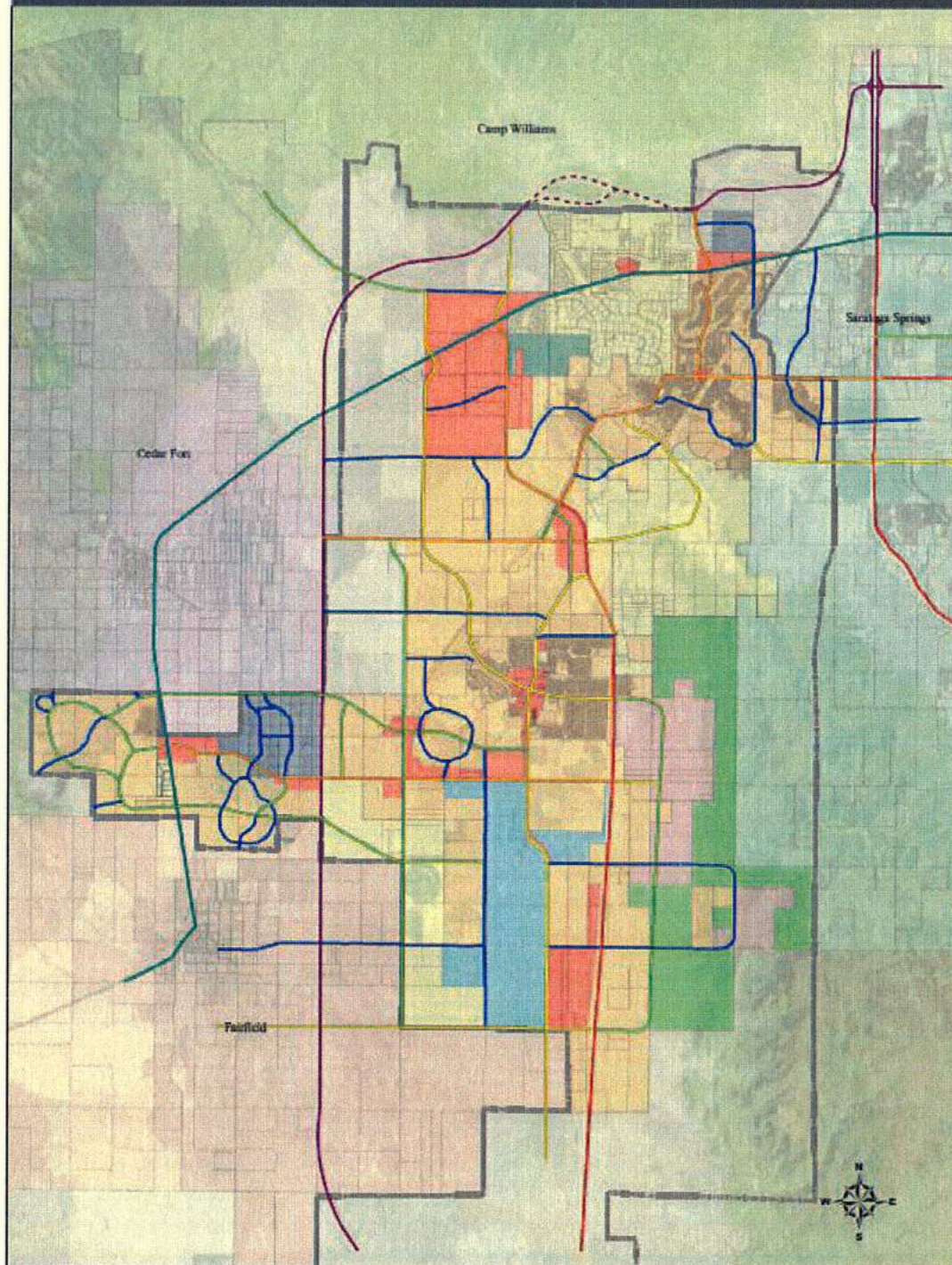
Eagle Mountain City Projected Build-out		Level of Service Standards (Ass/Population)		Service Area	Area Requirements (Acres)	Recommended Acreage at Eagle Mountain City	Recommend # of Units at Eagle Mountain City
State: 47 sq. mi.	Acre: 30,689	190,283					
Projected Population:		190,283					
Special to standards from the Eagle Mountain City Comprehensive Plan							
Parker Park	5 / 12,000	18 under 1 mile	65%	95-127		190	
Sprague-Closed Park	1254 / 1000	1/4 - 1/2 mile radius	5-5 years	233-17		83	
Crossway to Park	2 / 1,300	1 mile	10-20 years	300-25		25	
Rapport Park	9 to 107,000,000	2 miles	20%	642-79		4	
Richard Park			Variable				
Spence Campsite			Variable				
Norwood Cemetery, Stone			Variable				
Groves Park			Variable (Investment of a new trail while 1/2 mile)				
(This map includes requirements for residential development)							

Exhibit F

[City's Future Land Use and Transportation Corridors Map]

Eagle Mountain City-Future Land Use and Transportation Corridors

General Plan Map 2
July 16, 2010



Transportation Corridors

- Freeway
- Highway
- Major Arterial (7 lanes)
- Major Arterial (5 lanes)
- Minor Arterial (5 lanes)
- Major Collector (3 lanes)
- Minor Collector (2 lanes)
- All Proposed Freeway



- ## Land Use
- Agriculture/Forestry
 - Agriculture
 - Forest
 - Commercial/Residential
 - Commercial/Industrial
 - Industrial
 - Mixed-Use Commercial
 - Mixed-Use Residential
 - Rural Residential

Map Produced May 14, 2010 Map Produced by Mike H. Day

This map is a general representation of the future land use and transportation corridors for Eagle Mountain City. It is not intended to be used for legal purposes. The map is based on the current General Plan and the future land use and transportation corridors identified in the General Plan. The map is subject to change without notice.

Exhibit G

[Legal Description of Property Owned by SLL]

Legal Descriptions

Tax I.D. No

58-040-0005 SE 1/4 OF SE 1/4 OF SEC. 28 T5S R1W SLB&M. ALSO DESCRIBED AS;;
COM FR SE COR. OF SEC. 28 T5S R1W SLB&M.; N 0 DEG 36' 41" E 1329.64 FT; N 89 DEG
24' 8" W 1327.13 FT; S 0 DEG 33' 48" W 1328.24 FT; S 89 DEG 20' 31" E 1326.02 FT TO
BEG. AREA 40.471 AC.

58-040-0006 SW 1/4 OF SE 1/4 OF SEC. 28 T5S R1W SLB&M. ALSO DESCRIBED AS;;
COM N 15.23 FT & W 1325.93 FT FR SE COR. OF SEC. 28 T5S R1W SLB&M.; N 89 DEG 20'
31" W 1326.02 FT; N 0 DEG 30' 54" E 1326.85 FT; S 89 DEG 24' 8" E 1327.13 FT; S 0 DEG
33' 48" W 1328.24 FT TO BEG. AREA 40.429 AC.

58-040-0113 SE 1/4 OF SW 1/4 SEC. 28 T5S R1W SLB&M. DESCRIBED AS FOLLOWS;;
COM FR S 1/4 COR. OF SAID SEC. 28; N 89 DEG 16' 10" W 1324.58 FT; N 0 DEG 33' 59" E
1324.62 FT; S 89 DEG 21' 57" E 1323.39 FT; S 0 DEG 30' 54" W 1326.85 FT TO BEG. AREA
40.295 AC.

58-040-0114 NE 1/4 OF SW 1/4 SEC. 28 T5S R1W SLB&M. DESCRIBED AS FOLLOWS;;
COM N 1326.8 FT & E 11.92 FT FR S 1/4 COR. OF SAID SEC. 28; N 89 DEG 21' 57" W
1323.39 FT; N 0 DEG 33' 59" E 1324.62 FT; S 89 DEG 27' 44" E 1322.2 FT; S 0 DEG 30' 54"
W 1326.85 FT TO BEG. AREA 40.259 AC.

58-040-0226 COM S 89 DEG 50' 21" E 110.7 FT FR N 1/4 COR. SEC. 28 T5S R1W SLB&M.;
S 89 DEG 50' 21" E 2529.05 FT; S 0 DEG 8' 41" W 1273.19 FT; W 1602.55 FT; N 3 DEG 34'
35" W 315.42 FT; N 31 DEG 33' 13" W 174.49 FT; N 68 DEG 29' 0" W 31.49 FT; N 44 DEG 46'
44" W 153.43 FT; N 7 DEG 27' 1" W 109.84 FT; N 61 DEG 38' 15" W 262.77 FT; N 19 DEG 36'
20" W 59.94 FT; N 40 DEG 18' 5" W 86.78 FT; N 88 DEG 44' 27" W 76.26 FT; N 55 DEG 40'
11" W 83.19 FT; N 36 DEG 26' 40" W 135.39 FT; N 10 DEG 51' 23" W 62.27 FT; N 38 DEG 27'
13" W 36.37 FT; N 12 DEG 10' 17" E 43.71 FT; N 64 DEG 0' 56" W 114.27 FT TO BEG. AREA
57.071 AC.

58-040-0315 COM N 397.38 FT & W 2653.05 FT FR E 1/4 COR. SEC. 28, T5S, R1W,
SLB&M.; S 57 DEG 40' 4" E 118.18 FT; N 39 DEG 37' 30" E .42 FT; S 18 DEG 54' 32" E 179.05
FT; S 23 DEG 2' 18" W 104.78 FT; S 26 DEG 14' 0" E 50.25 FT; N 89 DEG 27' 44" W 142.71
FT; N 0 DEG 30' 54" E 372.45 FT TO BEG. AREA 1.024 AC.

58-040-0316 COM S 2656.15 FT & E 1293.33 FT FR NW COR. SEC. 28, T5S, R1W, SLB&M.; N 0 DEG 34' 11" E 371.19 FT; S 54 DEG 5' 35" E 32.91 FT; S 54 DEG 5' 35" E 104.27 FT; N 88 DEG 6' 14" E 101.87 FT; S 81 DEG 57' 21" E 123.96 FT; S 81 DEG 57' 21" E 54.02 FT; N 9 DEG 26' 42" E 148.21 FT; ALONG A CURVE TO R (CHORD BEARS: N 11 DEG 50' 41" E 27.05 FT, RADIUS = 323 FT) ARC LENGTH = 27.06 FEET; S 80 DEG 33' 21" E 100.47 FT; S 80 DEG 33' 21" E 100.28 FT; N 6 DEG 34' 53" E 93.82 FT; N 69 DEG 56' 34" E 155.37 FT; S 82 DEG 59' 47" E 299.25 FT; S 57 DEG 40' 4" E 297.07 FT; S 0 DEG 30' 54" W 372.45 FT; N 89 DEG 27' 44" W 1322.2 FT TO BEG. AREA 13.116 AC.

58-040-0347 COM N 1374.66 FT & E 3.46 FT FR E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; S 0 DEG 8' 39" W 50.76 FT; N 89 DEG 38' 59" W 1323.98 FT; S 0 DEG 19' 44" W 275.2 FT; N 57 DEG 35' 5" W 53.93 FT; S 86 DEG 32' 35" W 75.33 FT; N 56 DEG 15' 26" W 61 FT; N 56 DEG 15' 26" W 64 FT; N 56 DEG 15' 26" W 79.07 FT; N 3 DEG 34' 38" W 488.11 FT; N 31 DEG 33' 15" W 159.91 FT; N 68 DEG 29' 0" W 28.39 FT; N 44 DEG 46' 45" W 167.12 FT; N 7 DEG 27' 4" W 105.5 FT; N 61 DEG 38' 15" W 259.58 FT; N 19 DEG 36' 22" W 64.98 FT; N 40 DEG 18' 6" W 70.97 FT; N 88 DEG 44' 25" W 72.44 FT; N 55 DEG 40' 11" W 94.76 FT; N 36 DEG 33' 54" W 13.94 FT; N 36 DEG 26' 40" W 131.44 FT; N 10 DEG 51' 23" W 61.81 FT; N 38 DEG 27' 13" W 42.05 FT; N 12 DEG 10' 17" E 35.94 FT; N 63 DEG 52' 20" W 145.59 FT; S 89 DEG 50' 14" E 56.62 FT; S 64 DEG 0' 56" E 114.27 FT; S 12 DEG 10' 17" W 43.71 FT; S 38 DEG 27' 13" E 36.37 FT; S 10 DEG 51' 23" E 62.27 FT; S 36 DEG 26' 40" E 135.39 FT; S 55 DEG 40' 11" E 83.19 FT; S 88 DEG 44' 27" E 76.26 FT; S 40 DEG 18' 5" E 86.78 FT; S 19 DEG 36' 20" E 59.94 FT; S 61 DEG 38' 15" E 262.77 FT; S 7 DEG 27' 1" E 109.84 FT; S 44 DEG 46' 44" E 153.43 FT; S 68 DEG 29' 0" E 31.49 FT; S 31 DEG 33' 13" E 174.49 FT; S 3 DEG 34' 35" E 315.42 FT; E 1602.24 FT TO BEG. AREA 4.200 AC.

58-040-0348 COM AT E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; N 89 DEG 27' 44" W 900.07 FT; N 5 DEG 3' 2" E 490.45 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 18' 12" E 74.15 FT, RADIUS = 500 FT) ARC LENGTH = 74.22 FEET; N 13 DEG 33' 21" E 163.72 FT; N 57 DEG 35' 5" W 610.91 FT; N 0 DEG 19' 44" E 275.19 FT; S 89 DEG 38' 59" E 1323.98 FT; S 0 DEG 8' 39" W 1323.91 FT TO BEG. AREA 30.665 AC.

58-040-0349 COM AT E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; S 0 DEG 36' 41" W 1329.64 FT; N 89 DEG 24' 8" W 2654.27 FT; N 0 DEG 30' 54" E 1326.85 FT; S 89 DEG 27' 44" E 142.71 FT; S 26 DEG 14' 0" E 215.83 FT; N 69 DEG 39' 30" E 147.88 FT; S 87 DEG 7' 33" E 57.63 FT; S 58 DEG 4' 16" E 102.96 FT; N 63 DEG 49' 11" E 102.96 FT; S 87 DEG 7' 33" E 66.15 FT; S 26 DEG 2' 13" E 203.21 FT; N 38 DEG 9' 27" E 33.55 FT; S 35 DEG 27' 14" E 377.71 FT; S 89 DEG 53' 22" E 476.34 FT; S 42 DEG 30' 39" E 213.84 FT; S 71 DEG 22' 22" E 24.1 FT; ALONG A CURVE TO L (CHORD BEARS: N 5 DEG 37' 14" E 9.24 FT, RADIUS = 465 FT) ARC LENGTH = 9.24 FEET; S 84 DEG 57' 0" E 75.02 FT; N 5 DEG 3' 0" E 377.28 FT;

ALONG A CURVE TO L (CHORD BEARS: N 12 DEG 22' 46" W 143.77 FT, RADIUS = 240 FT) ARC LENGTH = 146.01 FEET; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 29' 30" W 17.36 FT, RADIUS = 25 FT) ARC LENGTH = 17.73 FEET; ALONG A CURVE TO L (CHORD BEARS: N 2 DEG 46' 28" E 21.01 FT, RADIUS = 75 FT) ARC LENGTH = 21.08 FEET; ALONG A CURVE TO R (CHORD BEARS: N 17 DEG 31' 31" E 19.38 FT, RADIUS = 25 FT) ARC LENGTH = 19.90 FEET; ALONG A CURVE TO L (CHORD BEARS: N 22 DEG 41' 19" E 145.45 FT, RADIUS = 240 FT) ARC LENGTH = 147.77 FEET; N 84 DEG 56' 58" W 40.01 FT; N 5 DEG 3' 2" E 59.49 FT; S 89 DEG 27' 44" E 900.1 FT TO BEG. AREA 65.042 AC.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 1, 2019**

TITLE:	AGREEMENT – Agreement between Eagle Mountain City, Utah and the Eagle Mountain Chamber of Commerce for the Management and Maintenance of the Ladder Signs.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	None		
APPLICANT:	Aaron Sanborn, Economic Development Director		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:
No

REQUIRED FINDINGS:
N/A

PLANNING COMMISSION ACTION / RECOMMENDATION
N/A

PREPARED BY:
Aaron Sanborn, Admin

RECOMMENDATION:

Staff recommends that the City Council approve an agreement between Eagle Mountain City, Utah and the Eagle Mountain Chamber of Commerce for the management and maintenance of ladder signs located throughout the City.

BACKGROUND:

For around a decade, Eagle Mountain City has allowed businesses to advertise on select ladder signs throughout the City. This was managed by the Lehi Area Chamber of Commerce (LACC), through a concession agreement, for that time period. In 2018, with the creation of the Eagle Mountain Chamber of Commerce (EMCC), staff determined that the City needed to resume management of the signs and use the proceeds for the benefit of the EMCC. This agreement would transfer the management of the signs project to the EMCC, with the EMCC collecting all revenue for the signs and managing the expenses as well. The EMCC could then use the proceeds directly for their benefit. The ladder signs would need to abide by Chapter 17.80.080 in the Eagle Mountain City Municipal Code, and Eagle Mountain City would retain final approval on all new signage.

Attachments:

[EM Ladder Signs Concessions Agreement Staff Report 2019.9.25](#)
[Ladder Signs Concession Agreement 2019.9.24](#)



EAGLE MOUNTAIN CITY

City Council Staff Report

OCTOBER 1ST, 2019

Project: **Eagle Mountain Ladder Signs**

Background

For around a decade, Eagle Mountain City has allowed businesses to advertise on select ladder signs throughout the City. This was managed by the Lehi Area Chamber of Commerce (LACC), through a concession agreement, for that time period. In 2018, with the creation of the Eagle Mountain Chamber of Commerce (EMCC), staff determined that we needed to manage those signs again and use the proceeds for the benefit of the EMCC.

Several months ago, the City Council approved changes to the City Code in Chapter 17.80.080. These changes better clarified the process for signs and advertisers being approved.

Currently, there are 20 ladder signs throughout the City. Based on current advertisers, the ladder signs will generate \$48,720 annually in revenue.

Staff believes that the signs project should be managed and maintained by the Eagle Mountain Chamber of Commerce. The current Director of the Chamber managed the signs project for the Lehi Area Chamber of Commerce and would be managing this project for the Chamber. The Chamber would be authorized to use these funds for the benefit of the Eagle Mountain Chamber of Commerce and their efforts to assist businesses within our community.

The concessions agreement stipulates that the final approval of all future signs and slats will be the responsibility of the City. In order to cover the cost of administration and code enforcement for the ladder signs, there is a proposed 5% payment to the City from the net profits of the signs project.

Recommendations

Our recommendation is for the City Council to approve the Concessions Agreement between Eagle Mountain City and the Eagle Mountain Chamber of Commerce.

DRAFT FOR REVIEW

EAGLE MOUNTAIN CITY CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (the "Agreement") is made and entered by and between Eagle Mountain City, a Utah municipal corporation (the "City") and The Eagle Mountain Chamber of Commerce, a non-profit corporation of the State of Utah (the "Concessionaire" or "The Chamber") for the use of City property for business advertising activity.

RECITALS

WHEREAS, the City is the owner of the collector and arterial rights-of-way and ladder sign structures, located in the City in Utah County, Utah; and

WHEREAS, the City is the owner of ladder sign structures ("Ladder Signs") that have historically been used for directional advertising for model homes, subdivisions, and businesses;

WHEREAS, The Chamber desires to improve, update, and maintain the ladder sign structures and lease the sign slats to businesses and non-profit entities for the purpose of providing directions to property and advertising upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the payments by The Chamber, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows.

Article I Definitions

For purposes of this Agreement, the following terms shall have the meanings indicated unless the context clearly indicates otherwise:

"Commencement Date" means the last date of execution hereof.

"Days" means calendar days. In computing any period of time described in this Agreement, the last day of a designated period of time shall be included in the time period, unless it is a Saturday, Sunday or legal holiday, in which event the period of time runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

"Expiration Date" means one (1) year from the commencement date, unless The Chamber exercises the option to extend the Agreement Term for the Renewal Term.

"Facilities" means improvements to the Ladder Signs which are required to be constructed and maintained by The Chamber as a condition of this Agreement according to the proposal filed with the City for approval.

“Gross Revenue” means all money received by The Chamber subsequent to the Commencement Date as a result of the use of the Premises, but shall not include:

- (1) Cash refunds or credits allowed on returns by customers;
- (2) Sales taxes paid by The Chamber to the appropriate taxing authority, whether added to or included in the selling price;
- (4) The actual uncollectible amount of any check or bank draft received by The Chamber as payment for goods or services and returned to The Chamber from a customer's bank as being uncollectible (commonly "non-sufficient funds" or "stop-payment" checks);
- (5) The actual uncollectible amount of any charge or credit account (commonly "bad debts ") incurred by The Chamber for the sale of merchandise or services;
- (6) The actual uncollectible amount of any sale of merchandise or services for which The Chamber accepted a credit card or debit card;
- (14) The proceeds of any casualty insurance paid for damages to or destruction of the Premises or any improvements or equipment thereon, actually used for Restoration of Facilities.
- (15) The proceeds of any business interruption insurance.

"Impositions" means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the operations of The Chamber.

“Initial Term” means a period beginning on the Commencement Date and ending one calendar year thereafter.

"Agreement Term" or "Term" shall commence on the Commencement Date and continue through until the Expiration Date, subject to early termination as expressly provided in this Agreement. Agreement Term shall also include and refer to the Renewal Term following its commencement.

“City” means Eagle Mountain City, Utah, acting under the authority of the City Council by and through its Mayor, City Administrator or other designated representative.

“Agreement Year” means during the Term of this Agreement, each twelve-month period commencing on the date of execution by the last Party to execute this Agreement and each successive twelve-month calendar period thereafter.

"Premises" means the area in the public road rights-of-way which The Chamber has the right to enter and improve and the Facilities.

"Renewal Term" means the extension of the Initial Term after written notice as provided herein.

"Fee" means Minimum Fee and Percentage Fee as defined in Article III.

Each of the foregoing definitions and basic provisions shall be construed in conjunction with the references thereto contained in the other provisions of this Agreement and shall be limited by such other provisions. Each reference in this Agreement to any of the foregoing definitions and basic provisions shall be construed to incorporate each defined term set forth above under such definition or provision.

Article II

Use of Right-of-Way; Term

2.01 **Use of Rights-of-Way and Sign Structures.** The City, in consideration of the covenants, agreements and undertakings of The Chamber as herein set forth, does hereby exclusively permit The Chamber and agreed-upon contractors of The Chamber, and The Chamber does hereby accept the permit from City for use of the Right-of-Way Premises and ladder sign structures for the Agreement Term, all upon and subject to the terms and conditions set forth in this Agreement.

2.02 **Term.** The Term shall be one calendar year (plus, if the Commencement Date is on a day other than the first day of a calendar month, the period of time from the Commencement Date to the first day of the next calendar month), beginning on the Commencement Date and ending on the Expiration Date (the "Initial Term"). This Agreement will terminate without further notice when the Agreement Term expires and any holding over by The Chamber after the Term expires, will not constitute a renewal of this Agreement or give The Chamber any rights under this Agreement or to the Property.

2.03 **Renewal Term.** The Agreement Term may, upon written notice by The Chamber to the City at least thirty (30) days but not more than ninety (90) days, prior to the expiration of the Agreement Term, be extended for one additional term of three (3) years (the "Renewal Term") under the same terms and conditions set forth herein. The Agreement Term may be extended by the mutual agreement of the parties executed at least thirty (30) days but not more than ninety (90) days prior to the expiration of the Renewal Term.

2.04 **"As Is" Condition.** The Premises and sign structures for use are allowed "AS IS" and "WITH ALL FAULTS" and City makes no warranty of any kind, express or implied, with respect to the marketability or condition of the premises or sign structures.

2.05 **Termination.** Either party may terminate this Agreement with a thirty (30) day written notice to the other party.

Article III Concession Fees

3.01 **Fees.** During the Term of this Agreement, The Chamber shall pay a concession fee to the City of five percent (5%) of the annual net income to The Chamber from the use of the signs for the purpose of covering costs for enforcement of all the regulations related to Ladder Signs in the right-of-way, and to contribute to further economic development programs (annual net income equals gross income minus costs for maintenance and repair). All other revenues or income will be retained by the Chamber for use in administration and maintenance of the signs and other use at their discretion. Signs reserved for use by the City are excluded from required fees. No fees may be collected by The Chamber from the City.

The Concession Fee shall be per Agreement Year for each Agreement Year commencing with the 1st Agreement Year and continuing thereafter through the Expiration Date or early termination of this Agreement, which amount shall be payable in annual payments, payable on or before January 30 following each Agreement Year, but in any event, shall be considered late after the thirtieth (30th) day of any due date. In the event that this agreement is terminated, or the expiration date occurs in a month other than January, the 15% fee for that time period since the last annual fee payment will be due.

3.02 **Late Charge.** If the Chamber shall fail to pay any Fee within thirty (30) days after the same becomes due, The Chamber shall pay to City on demand a late charge (the "Late Charge") equal to five percent (5%) of such installment. It is understood and agreed that the Late Charge is for the purpose of reimbursing City for the extra costs and expenses incurred in connection with the handling and processing of late installments of Fee.

3.03 **Place of Payment.** All installments of Fee hereunder, when and as the same becomes due and payable, shall be paid in lawful money of the United States at the time to City at the office of the City Recorder.

3.04 **All Charges Deemed Fee.** Annual Fee and all other amounts becoming payable by The Chamber under this Agreement shall constitute Fee payable hereunder, and in the event The Chamber fails to pay any such amount when due according to the terms of this Agreement, City shall have all remedies available hereunder or at law or in equity for failure to pay Fee. No happening, event, occurrence or situation during the term of this Agreement, whether foreseen or unforeseen, and however extraordinary, shall relieve The Chamber from its liability to pay the Percentage Fee and other charges payable by The Chamber under this Agreement or relieve The Chamber from any of its other obligations under this Agreement.

3.05 **Books and Records.** City may, at any time, make inquiries pertaining to the operation of the Premises and the improvements thereon, and The Chamber shall make its records pertaining to the use of Facilities available to the City upon five (5) days written notice and respond to such inquiries on a timely basis.

Article IV Conditions

4.01 **Compliance with Municipal Code.** All guidelines such as the sizes of signs, content restrictions, colors, and design shall be consistent with Eagle Mountain City Municipal Code Chapter 17.80 and Exhibit A. Minor modifications, such as the dimensions of sign slats, are permissible, as long as all slats on a single sign are the same dimensions.

4.02 **Location of Signs.** Signs may be located throughout the city as established in Eagle Mountain City Municipal Code Chapter 17.80 , excluding any ladder signs used exclusively for City facilities. Within business areas and near major intersections, such as the intersection of Pony Express Parkway and Ranches Parkway, the signs may be spaced closer together. No onsite or commercial advertising sign existing at the time of relocation of or construction of a new ladder sign may be blocked or obstructed. The City may require relocation of a sign if it poses a traffic hazard or blocks any onsite business sign. New signs or relocation of signs shall be reviewed for approval by the Planning Director or designee prior to installation.

4.03 **Existing Signs.** There are currently twenty (20) ladder signs located throughout the City. The Chamber agrees to repair and maintain the signs that are most advantageous to their advertising and marketing plan. The Chamber shall notify the City of which signs they do not intend to utilize within two (2) months from the commencement date. Signs shall be painted or stained, slats shall be replaced, and the top slat shall be replaced with the City's new logo, according to Exhibit A.

4.04 **Signs for City Use.** The City reserves the right to place signs in the right-of-way at locations determined by the City to provide directions to City facilities, such as City Hall, the Library, the SilverLake Amphitheater, Nolan Park, and other facilities. The Chamber agrees to repair and maintain these signs without any additional fees.

4.05 **Commercial Businesses have Priority.** Priority shall be given to commercial businesses with a store front, business building, or commercial rental space in Eagle Mountain City, especially near business areas. All businesses with a current City business license will have opportunity to advertise on a first come first serve basis, provided that they meet The Chamber's use agreement requirements. Eagle Mountain businesses shall have first rights to sign space, including upon renewal of any business lease on a first come first serve basis. If space is vacant and available, Chamber member businesses may lease a sign. Political signs are not permitted. Eagle Mountain City must approve all new signage, including locations for new signs and sign slats.

4.06 **Sign Contractor.** The Chamber will contract for repair and maintenance of sign structures through an open bidding process to be established and executed by The Chamber. Requirements for contractors must be reviewed and approved by the City before the contract for construction is executed. All contractors must supply a payment bond to the City in a form acceptable to the City prior to commencing work on City property.

4.07 **Sign Content.** No sign may contain vulgar, offensive, or otherwise inappropriate

language or graphics. Any such sign shall be immediately removed by The Chamber.

4.08 **Right-of-Way Maintenance.** The Chamber agrees to maintain the sign structures and return all landscaping and Right-of-Way improvements to preconstruction condition or an acceptable state in a timely manner if construction or removal is required. The Chamber is not responsible for regular maintenance of the landscaping within the Right-of-Way.

4.08 **Sign Removal.** When 50% of the slats on a ladder sign are empty for longer than a two month period, the City may require that the sign be removed, or the City is authorized to remove the sign and will notify the Chamber before removing the structure.

Article V Casualty and Insurance

5.01 **Damage to Premises.** If, during the term of this Agreement, the sign structures or other improvements on the Premises (including irrigation systems, trees, landscaping, trails, etc.) are wholly or partially destroyed or damaged by any casualty whatsoever (collectively called a "Casualty"), The Chamber shall promptly repair, replace, restore and reconstruct such improvements in a good and workmanlike manner.

5.02 **Indemnity.** The Chamber shall indemnify The City and all of its agents and employee from any and all claims, demands, actions, or causes of action of any nature or character arising out of, or by reason of the construction, operation, or maintenance of the signs which are the subject of this Lease, and shall defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising as a result of the Lessee's construction, operation, or maintenance of the signs whether or not such action or claim alleges negligence of The City, its agents or employees, including in supervision or approval of the Lessee's activities, or failure to discover or prevent the Lessee's negligence.

5.03 **Insurance.** The Chamber, at its own expense, shall carry and keep in force during the full term of this Agreement, including any extension or renewals, a policy or policies of insurance which shall also name The City as an insured, in the minimum amounts and of the types as follows:

- a. Comprehensive insurance in amounts not less than \$300,000.00 for injury to or death of any one person resulting from each single occurrence and not less than \$1,000,000.00 for an injury to or death of all persons resulting from each single occurrence.
- b. Comprehensive insurance for damage to property in the amount of not less than \$500,000.00 to each claimant resulting from each single occurrence.
- c. Workers compensation insurance in a form and amount as required by state law.
- d. The policy or policies for comprehensive liability and property damage insurance shall cover construction, operation, or maintenance of the signs and the Chamber shall

furnish The City with certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or cancelled without thirty (30) days prior written notice to The City. The Chamber shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with The City. The Chamber's insurer must be authorized to do business in Utah and must meet Best's rating A XII or better at the time this Agreement is executed.

e. If the Chamber fails to provide any insurance required by this Lease, The City may acquire such insurance and charge the Chamber the cost for such insurance as additional rent which additional rent shall be due and payable immediately.

Article VI

Default and Remedies

6.01 **Default.** The occurrence of any one or more of the following events shall constitute an Event of Default (herein so called) of The Chamber under this Agreement:

- (a) if The Chamber fails to pay any Fee or any other amount payable by The Chamber hereunder as and when same becomes due and such failure shall continue for more than ten (10) days after City gives The Chamber notice of past due Fee;
- (b) if The Chamber attempts to make an un-permitted assignment or sublease of this Agreement;
- (c) if The Chamber fails to maintain in force all policies of insurance required by this Agreement and such failure shall continue for more than twenty (20) days after City gives The Chamber notice of such failure;
- (d) if any petition is filed by or against The Chamber or any guarantor of this Agreement under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within ninety (90) days of commencement), or if any order for relief shall be entered against The Chamber or any guarantor of this Agreement in any such proceedings;
- (e) if The Chamber becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;
- (f) if a receiver, custodian, or trustee is appointed for all or substantially all of the assets of The Chamber or of any guarantor of this Agreement, which appointment is not vacated within ninety (90) days following the date of such appointment;

- (g) if The Chamber fails to perform or observe any term of this Agreement and such failure shall continue for more than thirty (30) days after City gives The Chamber notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if The Chamber does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within ninety (90) days after notice is sent by City;
- (h) if The Chamber fails to pay any Impositions;
- (i) if a final judgment for the payment of money in any material amount in excess of One Million Dollars (\$1,000,000.00) and which is not covered by any insurance insuring the interest of The Chamber shall be rendered against The Chamber, and within sixty (60) days after the entry thereof such judgment shall not have been discharged or execution thereof stayed pending appeal or if within sixty (60) days after the expiration of such stay, such judgment shall not have been discharged; or
- (j) following commencement of use and operation of the signs, abandon the signs (natural disaster, acts of war or terrorism or other force majeure reasons, shall be deemed an abandonment).

6.02 **Remedies.** Upon the occurrence of any Event of Default, which default remains uncured after the respective notice period set forth above, City shall have the right, at City's option, to elect to do any one or more of the following without further notice or demand to The Chamber.

- (a) terminate this Agreement, in which event The Chamber shall immediately surrender the ladder signs to City, and, if The Chamber fails to so surrender, City shall have the right, without notice and without resorting to legal process, to expel or remove The Chamber and its effects without being liable for prosecution or any claim for damages therefore; and The Chamber shall, and hereby agrees to indemnify City for all loss and damage which City suffers by reason of such termination, including without limitation, damages in an amount equal to the total of (i) the costs of recovering the Premises and all other expenses incurred by City in connection with The Chamber's default; (ii) the unpaid Annual Fee.
- (b) terminate this Agreement without being liable for prosecution of any claim for damages therefore.
- (c) repair or replace any damage to the sign structures or the Premises or do anything for which The Chamber is responsible hereunder without terminating this Agreement and without being liable for prosecution of any claim for damages therefore. The Chamber shall reimburse City immediately upon demand for any expenses which City incurs in thus effecting The Chamber's compliance under this Agreement, and City shall

not be liable to The Chamber for any damages with respect thereto.

6.03 **No Acceptance of Surrender.** No agreement to accept a surrender of the Premises and no act or omission by City or City's agents during the Term shall constitute an acceptance or surrender of the Premises unless made in writing and signed by City. No reentry or taking possession of the Premises by City shall constitute an election by City to terminate this Agreement unless a written notice of such intention is given to The Chamber.

6.04 **Contractual Lien.** In addition to the statutory City's lien, City shall have at all times a valid security interest to secure payment of all Fees and other sums of money becoming due hereunder from The Chamber, and to secure payment of any damages or loss which City may suffer by reason of the breach by The Chamber of any covenant, agreement or condition contained herein, and The Chamber hereby grants to City a security interest in all goods, wares, equipment, machinery, fixtures, furniture, improvements and other personal property of The Chamber presently, or which may hereafter be, situated on the Premises, and all proceeds there from. Upon request by City, The Chamber agrees to execute and deliver to City a financing statement in form sufficient to perfect the security interest of City in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the State of Utah, as well as any other state the laws of which City may at any time consider to be applicable. This Agreement, at the election of City, may be filed and used as a non-standard financing statement. If requested to do so by The Chamber, City will not unreasonably withhold or delay its consent to a subordination of its lien to a purchase money lien or security interest in favor of a third party providing financing for The Chamber's fixtures, furniture, equipment used on the Premises.

6.05 **No Waiver.** No provision of this Agreement shall be deemed to have been waived by City unless such waiver is in writing and signed by City. City's acceptance of Fee following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may occur or develop between the parties in connection with the terms of this Agreement shall be construed to waive or lessen City's right to insist upon strict performance of the terms of this Agreement, without a written notice thereof to The Chamber from City.

6.06 **Rights Cumulative.** The rights granted to City in this Article shall be cumulative of every other right, or remedy provided in this Agreement or which City may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Fee or damages accruing to City by reason of any Event of Default under this Agreement. The Chamber agrees to pay to City all costs and expenses incurred by City in the enforcement of this Agreement, including all attorneys' fees incurred in connection with the collection of any sums due hereunder or the enforcement of any right or remedy of City.

6.07 **Dispute Resolution.** If a dispute arises with respect to this Agreement, the parties to the dispute shall first attempt to resolve it through direct discussions in the spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them demanding mediation. The disputing

parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified, but limited, discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation.

EXECUTED this _____ day of _____, 2019.

EAGLE MOUNTAIN CITY, UTAH

By: _____
Tom Westmoreland, Mayor

ATTEST:

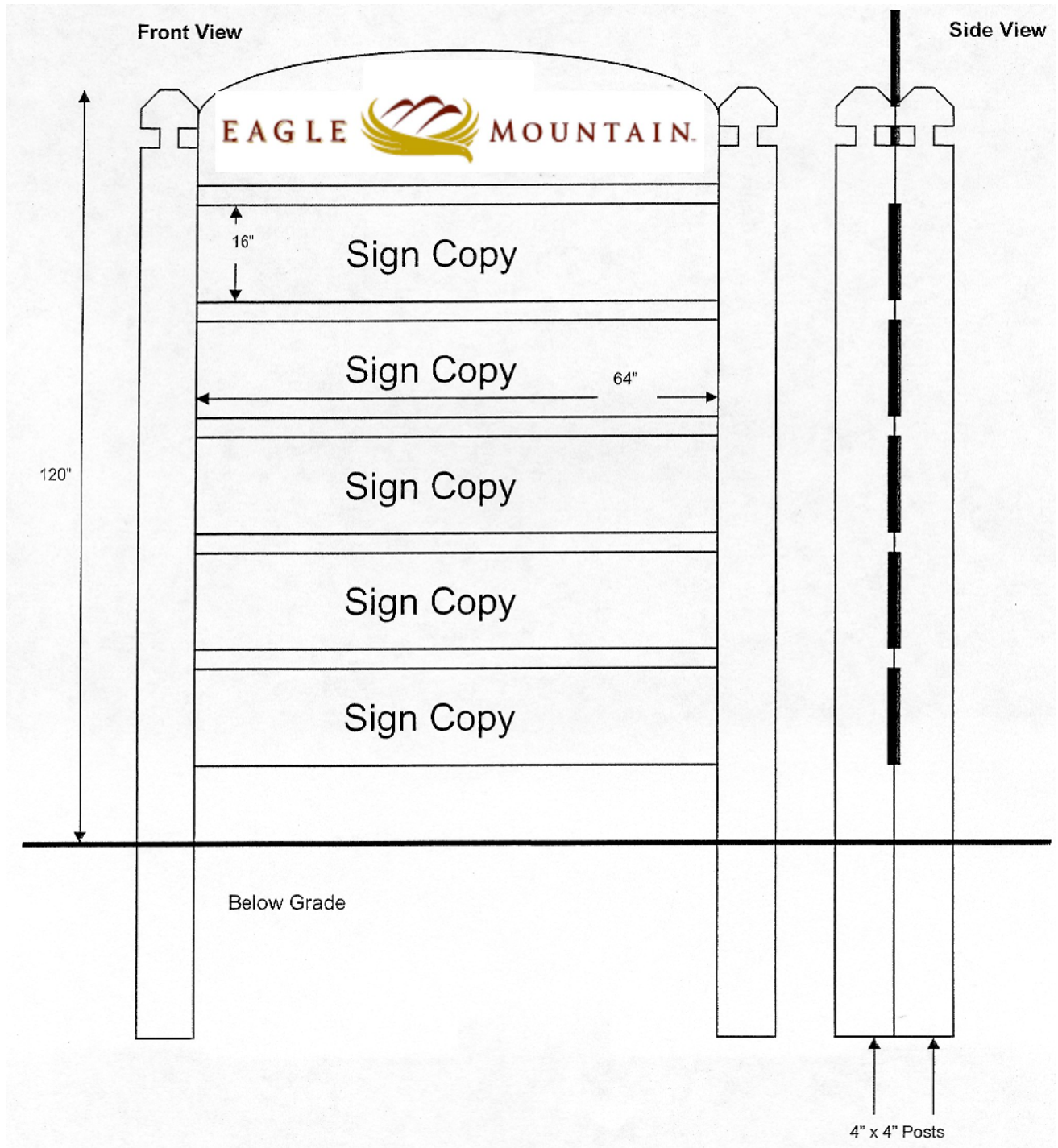
Fionnuala B Kofoed, CMC
Eagle Mountain City Recorder

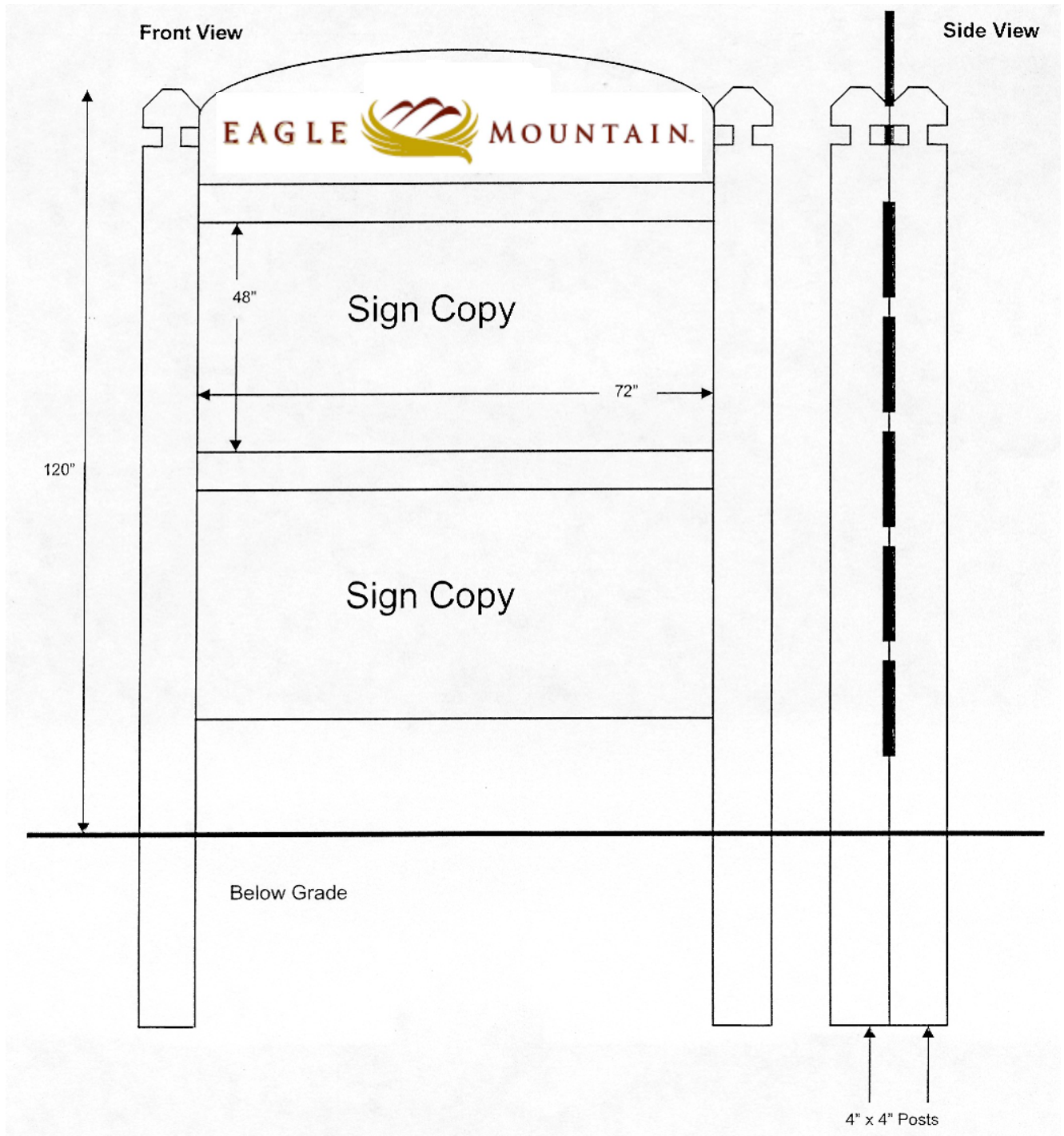
EXECUTED this _____ day of _____, 20____

Concessionaire:
Eagle Mountain Chamber of Commerce

By: _____

Exhibit "A"
Ladder Sign Schematics





Example Sign Rendering



UPCOMING AGENDA ITEMS

OCTOBER 15, 2019

- ORD – Budget Amendments & Enterprise Funds Transfer

NOVEMBER 5, 2019

- NO MEETING - Election Day

NOVEMBER 19, 2019

DECEMBER 3, 2019

OTHER PROJECTS

- Business Licensing
- Oquirrh Mountain Ranch
- Stratton Estates
- Renewable Energy