



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

AUGUST 11, 2026, 5:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

1.A. TRAINING - Site Plans

1.B. AGENDA REVIEW

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

5.A. July 28, 2026 Planning Commission Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

7.A. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Pinnacles and Approving the Pinnacles Master Development Plan/Master Development Agreement Amendment.

BACKGROUND: (*Presented by Senior Planner, Robert Hobbs*) A request by Andy Flamm for Master Development Plan and Agreement Amendment (with an associated Rezone and Future Land Use Map Amendment) to change the identification and zoning of one parcel of land (County Assessor Acct./Serial #s 59:034:0191) 2.48 acres, from Commercial Neighborhood to Agriculture and the future land use setting/category from Neighborhood Residential 1 to Ag. (The property was to be rezoned simultaneously with parcels 59:034:0192 & 59:034:0193 but was inadvertently overlooked.)

8. DISCUSSION ITEMS

9. AGENDA REVIEW

10. NEXT SCHEDULED MEETING

11. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.
In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable

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



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
AUGUST 11, 2026**

TITLE:	TRAINING - Site Plans
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

N/A

BACKGROUND:

Staff will be leading the Planning Commissioners in conducting a review of mock site plans (one is attached, the other will be presented during the meeting). The goal is to help the Planning Commissioners build their capacity in understanding and reviewing site plans for compliance.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Mock Site Plan 1



SITE DATA

ADDRESS: 4376 E. Pony Express Pkwy, Parcel No. 65:610:0001

PARCEL SIZE: 170' x 205' (34,850 SF / 0.80 AC)

ZONING: COMMERCIAL

PROPOSED USE: RETAIL / ICE CREAM PARLOR

BUILDING AREA: ±3,400 SF (TOTAL)

RETAIL: ±1,700 SF

ICE CREAM PARLOR: ±1,700 SF

PARKING DATA

REQUIRED PARKING:

RETAIL (1/250 SF): 1,700 / 250 = 7 SPACES

ICE CREAM PARLOR (1/100 SF): 1,700 / 100 = 17 SPACES

TOTAL REQUIRED: 24 SPACES

PROVIDED PARKING: 26 SPACES

INCLUDING 1 ADA SPACE

LEGEND

- PROPERTY LINE
- SETBACK LINE
- DIRECTION OF TRAFFIC
- ASPHALT PAVEMENT
- CONCRETE SIDEWALK / PATIO
- DECIDUOUS TREE
- SHRUBS / LANDSCAPING
- ORNAMENTAL GRASSES

NOTES

1. ALL STRIPING SHALL BE 4" WHITE (TYP).
2. ADA PARKING AND ACCESSIBLE ROUTE SHALL COMPLY WITH ADA STANDARDS.
3. ALL LANDSCAPING SHALL COMPLY WITH THE EAGLE MOUNTAIN CITY CODE.
4. SITE LIGHTING SHALL COMPLY WITH EAGLE MOUNTAIN CITY STANDARDS.

RETAIL / ICE CREAM SITE PLAN



0 10' 20' 40'

SCALE: 1" = 20'-0"

DATE: 05/15/2025

DRAWN BY: PLANNER

SHEET: 1 OF 1

RETAIL / ICE CREAM PARLOR – EXTERIOR ELEVATIONS, PERSPECTIVE & MATERIALS

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



1 FRONT (SOUTH) ELEVATION



2 REAR (NORTH) ELEVATION



3 LEFT (WEST) ELEVATION

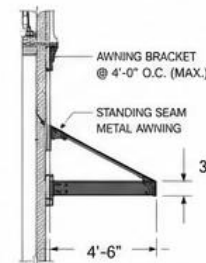
5 RIGHT (EAST) ELEVATION



PERSPECTIVE VIEW

EXTERIOR MATERIALS SCHEDULE

MARK	MATERIAL	DESCRIPTION / SPECIFICATION	COLOR / FINISH	MANUFACTURER
M-1	STUCCO	ACRYLIC FINISH STUCCO SYSTEM	SW 7008 ALABASTER	DRYVIT OR EQUAL
M-2	VERTICAL SIDING	FIBER CEMENT BOARD & BATTEN	SW 6204 SEA SALT	JAMES HARDIE OR EQUAL
M-3	STONE VENEER	CULTURED STONE VENEER (LEDGESTONE PROFILE)	SOUTHERN LEDGE COUNTRY LEDGESTONE	ELDORADO STONE OR EQUAL
M-4	WOOD LOOK FASCIA	EIFS WITH WOOD-LOOK FINISH	WEATHERED TEAK	DRYVIT REVEAL OR EQUAL
M-5	METAL AWNING	PRE-FINISHED ALUMINUM STANDING SEAM AWNING	MATTE BLACK	AWNTECH OR EQUAL
M-6	STOREFRONT	ALUMINUM STOREFRONT SYSTEM	BLACK	KAWNEER OR EQUAL
M-7	PARAPET CAP	PRE-FINISHED METAL COPING	MATTE BLACK	PAC-CLAD OR EQUAL
M-8	LIGHT FIXTURE	GOOSENECK WALL SCONCE	MATTE BLACK	RAB LIGHTING OR EQUAL
M-9	WALL SCONCE	ARCHITECTURAL LED WALL LIGHT	MATTE BLACK	HINKLEY LIGHTING OR EQUAL
M-10	SERVICE DOOR	HOLLOW METAL DOOR & FRAME	DARK BRONZE	MESKER OR EQUAL



5 CANOPY / AWNING DETAIL (TYP.)

SCALE: 1" = 1'-0"

GENERAL NOTES:

1. ALL SIGNAGE BY SEPARATE PERMIT.
2. ALL EXTERIOR LIGHTING SHALL BE FULL CUTOFF FIXTURES.
3. ALL ROOF DRAINAGE SHALL BE INTERNAL.

BUILDING DATA:

BUILDING SIZE: 60'-0" (W) x 56'-0" (D)
TOTAL BUILDING AREA: ±3,360 SF

LANDSCAPE PLAN

SCALE: 1" = 20'-0"



EMMC 17.60 LANDSCAPE REQUIREMENTS - SUMMARY

LANDSCAPE SETBACKS (17.60.030):

- Minimum 10' landscape setback along all public rights-of-way. **Provided:** 10' (North, South, and East).

PARKING LOT LANDSCAPING (17.60.040):

- One (1) deciduous tree required per 10 parking stalls.
- 25 stalls provided = 3 required trees. **Provided:** 3 trees.
- All parking rows contain landscaped islands with trees.
- All perimeter curbing abuts minimum 5' wide landscaped area.

STREET TREES (17.60.050):

- One (1) street tree required per 40 linear feet of street frontage.
- Total street frontage = 545 LF.
- 545 / 40 = 13.6 ~ 14 street trees required. **Provided:** 16 street trees.

LANDSCAPE BUFFER (17.60.060):

- Where abutting non-residential uses, 7' minimum landscape buffer.
- Provided 7' wide landscape buffer along West property line.

SCREENING (17.60.070):

- Trash enclosure screened with 6' high masonry wall and gate.

LANDSCAPE NOTES

- This plan complies with Eagle Mountain Municipal Code Chapter 17.60.
- All plant materials shall be installed per City standards.
- A mixture of plant materials and sizes provide for year-round.
- All landscaped areas shall be irrigated with an automatic underground irrigation system.
- All trees shall be a minimum 2.5" caliper for deciduous and height for evergreens.
- Contractor shall verify all quantities. In case of discrepancy, plan shall govern.

KEY MAP (N.T.S.)



PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	WUCOLS
DECIDUOUS TREES					
	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5" Cal.	6	Low
	Gleditsia triacanthos 'Sunburst'	Sunburst Honey Locust	2.5" Cal.	5	Low
	Pistacia chinensis	Chinese Pistache	2.5" Cal.	5	Low
EVERGREEN TREES					
	Picea pungens 'Glauca'	Colorado Blue Spruce	6' Ht.	3	Low
SHRUBS					
	Berberis thunbergii 'Rose Glow'	Rose Glow Barberry	5 Gal.	24	Low
	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 Gal.	22	Low
	Spiraea japonica 'Anthony Waterer'	Anthony Waterer Spirea	5 Gal.	24	Low
	Rosa 'Knock Out'	Knock Out Rose	5 Gal.	18	Low
	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 Gal.	42	Low
	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 Gal.	20	Low
	Salvia nemorosa 'Caradonna'	Caradonna Sage	1 Gal.	28	Low
GROUND COVERS / ORNAMENTAL GRASSES					
	Juniperus horizontalis 'Blue Rug'	Blue Rug Juniper	1 Gal.	36	Low
	Thymus serpyllum	Creeping Thyme	1 Gal.	48	Low
	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 Gal.	26	Low

LANDSCAPE CALCULATIONS

		REQUIRED	PROVIDED
Parking Lot Trees (17.60.040)	1 tree / 10 stalls	26 stalls / 10 = 3 trees	5 trees
Street Trees (17.60.050)	1 tree / 40 LF street frontage	545 LF / 40 = 14 trees	16 trees
Landscape Setback (17.60.030)	10' min. along ROW	10' provided	10' provided
Landscape Buffer (17.60.060)	7' min. where abutting non-residential	7' provided (West)	7' provided
Perimeter Landscaping (17.60.040)	5' min. width along parking/perimeter	5'-10' provided	5'-10' provided

LEGEND

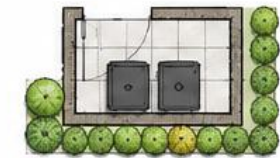
	PROPERTY LINE
	LANDSCAPE SETBACK / BUFFER
	DECIDUOUS TREE
	EVERGREEN TREE
	SHRUB
	ORNAMENTAL GRASS / PERENNIAL
	GROUND COVER
	CONCRETE SIDEWALK / PATIO
	ASPHALT PAVEMENT

IRRIGATION NOTE

All landscaped areas shall be irrigated with an automatic underground irrigation system designed to meet the requirements of EMMC 17.60.080.

TRASH ENCLOSURE

Screened with 6' high masonry wall and metal gate. Access located at northeast corner.



RETAIL / ICE CREAM PARLOR LANDSCAPE PLAN

EAGLE MOUNTAIN, UTAH

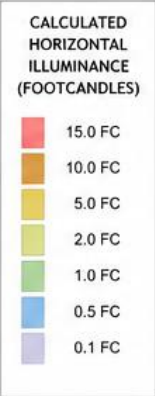
DATE:
05/15/2025

DRAWN BY:
PLJ PLANKER
SCALE: 1" = 20'-0"

SHEET:
1 OF 1

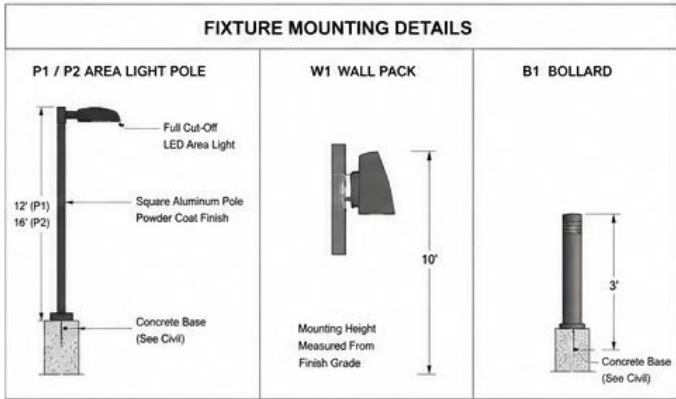
SITE LIGHTING / PHOTOMETRIC PLAN

SCALE: 1" = 20'-0"



NOTES:
• Grid shown at ground level.
• 0.5 fc maintained at property line or less.
• See luminaire schedule and mounting details for fixture information.

LUMINAIRE SCHEDULE							
TYPE		DESCRIPTION	MOUNTING	HEIGHT	LUMENS	CCT	QTY
P1		LED AREA LIGHT Full Cut-Off Type III Distribution (For Parking)	Square Pole w/ Base Cover	12'	12,000	4000K	7
P2		LED AREA LIGHT Full Cut-Off Type III Distribution (At Drive)	Square Pole w/ Base Cover	16'	18,000	4000K	1
W1		LED WALL PACK Full Cut-Off	Wall	10'	3,000	4000K	4
B1		LED BOLLARD Full Cut-Off (For Walkway)	Bollard	3'	900	3000K	2



- LIGHTING NOTES (EMMC 17.65)**
1. All light fixtures shall be full cut-off and directed downward.
 2. No bare bulbs permitted. Lenses shall be flat and clear.
 3. All exterior lighting shall be shielded, hooded, or otherwise controlled so that no direct rays of light extend beyond the boundaries of the site.
 4. Light levels measured at any property line shall not exceed 0.5 foot-candles.
 5. Light poles shall not exceed 20 feet in height.
 6. All exterior lighting shall be controlled by an astronomical time clock and photocell.
 7. All exterior lighting shall be maintained in good working order at all times.

SITE DATA	
ADDRESS:	T80 (EAGLE MOUNTAIN, UT)
PARCEL SIZE:	170' x 205' (34,850 SF / 0.80 AC)
ZONING:	COMMERCIAL
PROPOSED USE:	RETAIL / ICE CREAM PARLOR
BUILDING AREA:	±3,400 SF (TOTAL)
RETAIL:	±1,700 SF
ICE CREAM PARLOR:	±1,700 SF

- LIGHTING PLAN NOTES**
1. All exterior lighting shall comply with Eagle Mountain Municipal Code Chapter 17.65 - Lighting.
 2. All light fixtures shall be full cut-off and mounted per plan.
 3. Light trespass at all property lines shall not exceed 0.5 foot-candles.
 4. All exterior lighting shall be controlled by an astronomical time clock and photocell.
 5. Contractor shall verify all fixture locations with civil and landscape plans.

PHOTOMETRIC STATISTICS		
PARKING / DRIVE AISLE		
Average: 2.6 fc	Maximum: 12.8 fc	Minimum: 0.1 fc
Avg/Min: N/A	Max/Min: 128:1	Avg/Max: 5:0:1
PEDESTRIAN WALKWAYS		
Average: 3.1 fc	Minimum: 1.1 fc	Maximum: 6.7 fc
PROPERTY LINE (ALL SIDES)		
Maximum: 0.3 fc	(Compliant ≤ 0.5 fc)	



RETAIL / ICE CREAM PARLOR
LIGHTING PLAN
EAGLE MOUNTAIN, UTAH

DATE: 05/15/2025	DRAWN BY: PLANNER	SCALE: 1" = 20'-0"	SHEET: 1 OF 1
---------------------	----------------------	-----------------------	------------------



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
AUGUST 11, 2026**

TITLE:	N/A
ITEM TYPE:	Minutes
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Megan Green, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 07.28.2026 PC Meeting Minutes Draft



EAGLE MOUNTAIN PLANNING COMMISSION

MEETING MINUTES

July 28, 2026 5:30 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Rod Hess, Brent Strong, and Alternate Laura Jensen.

CITY STAFF PRESENT: Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; David Salazar, Assistant City Engineer; Mickie Mills, Planner; and Megan Green, Planning Secretary.

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

Commissioner Hess called the meeting to order at 5:32 p.m.

1. Discussion Items

1.A. TRAINING – Rob's Trains

- Senior Planner Robert Hobbs presented his training on Trains.
- Robert discussed the historical significance of trains in America, comparing them to airliners and cars.
- He described the development and power of steam engines, including the Pennsylvania Railroad's last steam engine.
- Robert provided statistics on the weight, length, height, and horsepower of steam engines.
- He discussed the eventual replacement of steam engines by diesel engines due to cost and maintenance efficiencies.
- Robert discussed the potential for freight and passenger rail services in Eagle Mountain, and associated costs.
- He concluded with a summary of the potential benefits and challenges of implementing rail services in Eagle Mountain.

1.B. DISCUSSION – Temporary Use Standards

- Robert Hobbs presented the discussion on Temporary Use Standards.
- He provided examples of temporary uses observed in Eagle Mountain, such as shipping containers and food stands.
- Robert outlined the proposed temporary use code, including guidelines for property owner permission, site plan review, and operational standards.
- He discussed the potential benefits of regulating temporary uses to ensure fairness and maintaining community standards.
- Robert discussed the criteria for approving temporary uses, including property owner permission, site access, and sanitation.
- Commissioner Allen suggested creating designated areas for permanent food trucks to address the issue of temporary uses becoming permanent.
- Commissioner Hess thanked Robert for the presentation and acknowledged the need for City oversight of temporary uses.

Commissioner Hess adjourned the work session at 6:28 p.m.

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

2. Commissioner Hess called the policy session to order at 6:33 p.m., excusing Commissioners Free and DeCoursey.

3. Pledge of Allegiance

Commissioner Hess led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest

None.

5. Approval of Meeting Minutes

5.A.

MOTION:

Commissioner Allen moved to approve the minutes of July 14, 2026, Planning Commission meeting with the correction of changing Commissioner Hess' vote for the minutes from "YES" to "ABSTAIN." Commissioner Strong seconded the motion.

Jason Allen	Yes
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

6. Status Report

Community Development Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting on July 21, 2026.

7. Action and Advisory Items

7.A. Transportation Master Plan and Impact Fee Facilities Plan (IFFP)

Presentation Summary: Assistant City Engineer David Salazar presented the Transportation Master Plan and Impact Fee Facilities Plan. He discussed the efforts to push for funding for the Ranches Parkway project, including lobbying at the state level and meeting with the Senate and Mayor. He explained the current funding for Phase One of the Ranches Parkway project, including the removal of medians, adding travel lanes, and improving traffic signals and intersections. David also discussed the proposed layout for the Spring Run area, focusing on Wagstaff Way as the main thoroughfare to avoid bottlenecks at the Walmart intersection. He explained that the updated 2035 and 2050 cost estimates more accurately reflect the City burdens for infrastructure projects.

Discussion summary:

- Jason Allen questioned if citizens can help by contacting state senators and Congress members to support the project. David Salazar suggested that citizens can reach out to state senators and Congress members, and that lobbyists can help compile a list of contacts.
- Commissioner Hess mentioned the monthly transportation commission meetings that determine funding and the influence of political decisions on funding.
- David explained the model showing the expansion of Airport Road, and that it would pull some traffic off Ranches Parkway but would not significantly reduce the need for expansion of it.
- The immediate concern of the expansion of Ranches Parkway due to its current capacity issues were discussed.

- The Commission discussed Spring Run area development, including the proposed layout to improve traffic flow and avoid bottlenecks.
- The updated project list and classification map were discussed.

Commissioner Hess opened the public hearing at 7:06 p.m.

Eileen Miller from the Utah Valley Home Builders Association made a public comment.

Commissioner Hess closed the public hearing at 7:09 p.m.

MOTION: *Commissioner moved to recommend approval to the City Council of Item 7.A., Transportation Master Plan and Impact Fee Facilities Plan (IFFP) with the noted changes made by David Salazar. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.B. Angel's Landing Lot Split

Presentation summary: Planner Mickie Mills presented the Angel's Landing Lot Split. A proposed lot split for 2333 N O St. Utah County Parcel Number 59:055:0011, that will create lots of approximately 10 acres each. The applicant would like to have one lot with the existing home, and the other lot would be used for business.

Discussion summary:

- Commissioners questioned what the lots would be used for and zoning.
- City Attorney, Marcus Draper, let the Commission know that their review needs to be on just the lot split and not future use.

Commissioner Hess opened the public hearing at 7:15 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Allen moved to approve Item 7.B., Angel's Landing Lot Split. Commissioner Jensen seconded the motion.*

Jason Allen	Yes
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.C. EMMC 16.20.040 – Preliminary Plats

Presentation Summary Points: Senior Planner, David Stroud, presented Item 7.C., Preliminary Plats regarding street names.

Discussion summary points:

- Street names will continue when crossing through another street for less confusion.

- The Commission agreed with the proposed code change and forwarded a positive recommendation.

Commissioner Hess opened the public hearing at 7:21 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Strong moved to recommend approval to the City Council of Item 7.C., EMMC 16.20.040 – Preliminary Plats. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.D. EMMC 16.25.040 – Final Plats

Presentation Summary Points: Senior Planner, David Stroud, presented Item 7.D. with Item 7.C.

Discussion summary points:

- There was no discussion, and the Commission went forward with a positive recommendation.

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

MOTION: *Commissioner Allen moved to recommend approval to the City Council of Item 7.D., EMMC 16.25.040 – Final Plats. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.E. Eagle Mountain Chapel and Recreation Building Development Agreement

Presentation Summary Points: Planner, Steven Lehmitz, presented the Eagle Mountain Chapel and Recreation Building Development Agreement. This Agreement would facilitate the development of the proposed Eagle Mountain Chapel and Recreation Building Site Plan.

Applicant's statements summary: Jacob Baker expressed his excitement for being able to worship close to home in his own community and start the process of building the chapel. He also thanked Steven for all of his hard work on the project.

Discussion summary points:

- The Development Agreement includes provisions for pedestrian access, height standards, and the construction of a sewer line.

Commissioner Hess opened the public hearing at 7:32 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Hess moved to recommend approval to the City Council of Item 7.E., Eagle Mountain Chapel and Recreation Building Development Agreement. Commissioner Strong seconded the motion.*

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.F. Eagle Mountain Chapel and Recreation Building – Site Plan

Presentation Summary Points: Planner, Steven Lehmitz, presented the Eagle Mountain Recreation Building – Site Plan. This Site Plan proposal would demolish two residential dwellings, renovate and expand the current accessory building into a religious and cultural meeting hall, and construct an accessory recreation building.

Discussion summary points:

- The site plan includes a lighting plan that exceeds the number of lumens, which will be adjusted to meet requirements.
- Staff recommends the Commission forward a positive recommendation with noted changes to meet City code.

Commissioner Hess opened the public hearing at 7:33 p.m. As there were no comments, he closed the hearing.

MOTION:

Commissioner Jensen moved to recommend approval to the City Council of Item 7.F., Eagle Mountain Chapel and Recreation Building – Site Plan, with the following recommendations from staff:

- 1. Approval be contingent on the Development Agreement for the project being approved.***
- 2. The applicant works with staff to bring the lighting plan into compliance.***

Commissioner Hess seconded the motion.

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.G. EMMC 17.60.12C. Barbed Wire Fencing

Presentation Summary Points: Senior Planner Robert Hobbs presented the Barbed Wire Fencing Code Amendment proposal that will allow barbed wire fencing in the RTI Overlay Zone and clarify that chain link fencing, where allowed in industrial areas, shall not be topped with barbed wire.

Discussion summary points:

- The Commission was in favor of the proposed code amendment and went forward with a positive recommendation.

Commissioner Hess opened the public hearing at 7:41 p.m. As there were no comments, he closed the hearing.

MOTION:

Commissioner Hess moved to recommend approval to the City Council of Item 7.G., EMMC 17.60.12C Barbed Wire Fencing with the following clerical errors being corrected:

- 1. The original "C." Roman numeral five will read: Chain link fencing as specified in this title around industrial zoned properties.***

2. *The second change is the proposed Roman numeral five under "C." will be revised to Roman numeral six.*

Commissioner Strong seconded the motion.

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.H. EMMC 17.24.040 – Residential Standards Table

Presentation Summary Points: Senior Planner Robert Hobbs presented the proposed code amendment on Residential Standards. He explained the need for the amendment is to avoid creating nonconforming lots and to clarify zoning requirements.

Discussion summary points:

- The Commission had no questions or concerns about the proposed amendment and went forward with a positive recommendation.

Commissioner Hess opened the public hearing at 7:54 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Strong moved to recommend approval to the City Council of Item 7.H., EMMC 17.24.040 – Residential Standards Table. Commissioner Jensen seconded the motion.*

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.I. EMMC – 17.100.040 – Master Site Plans

Presentation Summary Points: Planner Robert Hobbs presented Item 7.I. on Master Site Plans. A proposed code amendment to clarify when a Master Site Plan or standard Site Plan is required.

Discussion summary points:

- The Commission was in favor of the proposed amendment and went forward with a positive recommendation.

Commissioner Hess opened the public hearing at 8:00 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Jensen moved to recommend approval to the City Council of Item 7.I., EMMC 17.100.404 – Master Site Plans. Commissioner Hess seconded the motion.*

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

7.J. Pinnacles Rezone

Presentation Summary Points: Senior Planner Robert Hobbs presented Item 7.J., proposed Pinnacles Rezone. This rezone would change the identification and zoning of two parcels of land from Neighborhood Commercial to Agricultural.

Applicant's statements summary: Andy Flamm explained the history of the project and the need to rezone the property from Commercial to Agriculture to avoid high taxes.

Discussion summary points:

- Robert Hobbs clarified to the public that the typical process would involve a public hearing for any future rezoning.

Commissioner Hess opened the public hearing at 8:11 p.m.

Austin Thornhill made a public comment.

Commissioner Hess closed the public hearing at 8:14 p.m.

MOTION: ***Commissioner Hess moved to recommend approval to the City Council of Item 7.J., Pinnacles Rezone. Commissioner Jensen seconded the motion.***

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

5. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for August 11, 2026.

6. Adjournment

MOTION: ***Commissioner Hess moved to adjourn the meeting at 8:17 p.m. Commissioner Strong seconded the motion.***

Jason Allen	Excused
Bryan Free	Excused
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Excused
Laura Jensen	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 8:17 p.m.

Approved by the Planning Commission on

Brandon Larsen
Community Development Director

DRAFT



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
AUGUST 11, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Pinnacles and Approving the Pinnacles Master Development Plan/Master Development Agreement Amendment.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	Andy Flamm

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
GP: Employment Center Campus/Neighborhood Residential 1 per FLUM; Community Commercial per Pinnacles Master Development Agreement / Zone: Commercial Neighborhood	2.4793

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation to the City Council respecting the application

BACKGROUND:

The Master Development Agreement for "The Pinnacles" was recorded in November 2022. It entitled a mixed-use (horizontal buildout) project consisting of detached and attached housing and two commercial areas. Recently, the property owner asked Staff how they might convert the southern commercial area along Aviator Avenue into an agriculturally zoned area temporarily. This application is the result of that inquiry.

ITEMS FOR CONSIDERATION:

Key Considerations:

General plan map (or future land use map) amendments and rezones are legislative decisions and are considered valid if reasonably debatable and not illegal (i.e., the decisions do not require the City Planning Commission or City Council to take action based on findings of facts). Eagle Mountain does not have any code standards to govern general plan [map] amendments. The Council should consider the health, safety, and welfare of the community when evaluating proposed General Plan Map Amendments. The criteria for approval for a Rezone are listed in EMMC § 17.90.060.

Surrounding Zoning:

North: MF-1 (Pinnacles Multi-Family Townhomes)

East: Residential Tier II

South: RD2 & R2

West: Not in City

Zoning Map Findings/Conclusions:

The requested zone change from Commercial Neighborhood to Agriculture may be considered appropriate given that:

1. Compliance with the General Plan: The City's adopted general plan does not prohibit Ag zoned land within the Employment Center Campus/Neighborhood Residential 1 settings; rather, it specifies that the Ag is appropriate for consideration for rezones proposing development under RA1, RA2, RD1, RD2 and FR zoning. The City has entertained the assignment of the Agriculture district to property as both potentially permanent or purposeful placeholder zoning even in areas of the City not identified as Agricultural per its adopted General Plan.
2. [Zoning]/Use Compatibility: The Agriculture Zone, when used simply as a placeholder, engenders lower impact(s) to a property and its surrounds than other zones — especially higher uses like commercial businesses.

PLANNING COMMISSION ACTION/RECOMMENDATION:

Associated Master Plan and Agreement Amendments with Rezone and Future Land Use Amendment components was recommended for approval by the Planning Commission on July 28, 2026 with no conditions.

ATTACHMENTS:

1. Simple Vicinity Map
2. Pinnacles Master Development Agreement
3. Future Land Use (and Master Transportation) Map
4. Powerpoint

Simple Vicinity Map

Utah County Parcel Map

59:035:0017
SMITH, STEVEN G and LEONA KAY...
Value: \$1,686,600 -- 226.24 acres
Entry# 22987-2004

59:042:0013
SMITH, STEVEN G and LEONA KAY...
-
Value: \$7,366,900 -- 494.09 acres
Entry# 22987-2004

59:044:0163
STATE OF UTAH...
-
Value: \$0 -- 99.96 acres
Entry# 19782-1965

59:043:0047
EAGLE MOUNTAIN CIT
-
Value: \$0 -- 43.05 acres
Entry# 4669-2002

59:043:0032
STATE OF UTAH...
Value: \$0 -- 141.16 acres
Entrv# 19782-1965

Site

WHEN RECORDED, RETURN TO:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

**MASTER DEVELOPMENT AGREEMENT
FOR
THE PINNACLES**

THIS MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and **B&H Land Holding, LLC**, a Utah limited liability company (“**Developer**”).

RECITALS

A. Developer is the owner of approximately 161 acres of real property as described in Exhibit A (the “**Property**”).

B. On April 6, 2021, the Eagle Mountain City Council approved the rezone of portions of the Property (Exhibit B, the “**Rezone Exhibit**”) and a general plan amendment, which included review of the Concept Plan which is attached hereto as Exhibit C (the “**Concept Plan**”).

C. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2021) *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eagle Mountain and Developer hereby agree to the following:

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

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the Site Plan.

1.4. **Business Campus Parcel** means that portion of the Property consisting of approximately 65.34 acres as shown on Concept Plan as the "Business Campus."

1.5. **City** means Eagle Mountain City, a political subdivision of the State of Utah.

1.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.7. **City's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.

1.8. **Commercial Parcel** means that portion of the Property consisting of approximately 16.7 acres shown on the Concept Plan as "Commercial."

1.9. **Concept Plan** means the Concept Plan for the Project reviewed by the Eagle Mountain City Council, and attached hereto as Exhibit C.

1.10. **Conditions of Approval** means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and General Plan Amendment, as specifically set forth in the Notice of Decision (defined below).

1.11. **Council** means the elected City Council of Eagle Mountain.

1.12. **Default** means a breach of this MDA as specified herein.

1.13. **Developer** means B&H Land Holding, LLC, and its successors in interest or assignees as permitted by this MDA.

1.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.15. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from the Eagle Mountain required for development of the Project.

1.16. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

1.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.18. **Multi-Family Parcels** means that portion of the Property consisting of approximately 13.98 acres as shown on Concept Plan as the "MF1 Zone" and the "MF2 Zone."

1.19. **Multi-Family Unit** means a unit that is one of the Residential Units in the Multi-Family Parcel.

1.20. **MDA** means this Master Development Agreement including all of its Exhibits.

1.21. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.22. **Notice of Decision** means the Rezone and General Plan Amendment Notice of Decision, which include certain terms and conditions for development of the Project. A copy of the Notice of Decision is attached hereto as Exhibit D.

1.23. **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi)(2021).

1.24. **Party/Parties** means, in the singular, Developer or the Eagle Mountain; in the plural Developer and Eagle Mountain.

1.25. **Project** means the Pinnacles project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.26. **Property** means the approximately 161 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

1.27. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.28. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

1.29. **Residential Parcel** means that portion of the Property consisting of approximately 65 acres as shown on Concept Plan and designated as R2 Lots, R3 Lots or RC Lots.

2. **GENERAL DEVELOPMENT OF THE PROJECT.**

2.1. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), the Concept Plan, the Notice of Decision, and this MDA.

2.2. **Development Requirements.** Eagle Mountain has approved the Concept Plan for the Project which shall serve as the Master Development Plan map. Developer shall construct the Project in accordance with the Concept Plan and the Conditions of Approval as set out in the Notice of Decision.

3. **PROPERTY ZONING AND DEVELOPMENT.**

3.1. **Business Campus.** The Business Campus Parcel is currently zoned Agriculture. The parties acknowledge that "business campus" is based on a designation within the General Plan and not a zoning designation. Subject to a future rezoning approval, the Business Campus Parcel shall be developed with commercial uses consistent with the Employment Center Campus designation in the General Plan. Developer acknowledges that the City's Future Land Use and Transportation Corridors Map (and Transportation Master Plan) includes a future freeway that traverses a portion of the Business Campus parcel. Without waiving the right to seek compensation for dedication of the land for the future freeway, Developer acknowledges and agrees to work with the City and/or UDOT to preserve the freeway right-of-way for future freeway development.

3.2. **Commercial Neighborhood.** The Commercial Parcel is zoned Commercial Neighborhood (CN). The Commercial Parcel shall be developed in accordance with Chapter 17.35 of the City's Vested Laws.

3.3. Multi-Family Parcels. The Multi Family Parcel is zoned as follows:

Zoning	Area (acres)
MF2	Approx. 5.6
MF1	Approx. 8.4

The Multi-Family Parcels shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. Prior to development in the MF1 and MF2 zones, Developer shall submit to the City and receive approval of a Site Plan that meets the zoning and development requirements of the City's Vested Laws for the MF1 and MF2 zones.

Developer acknowledges that the future freeway traverses the northwest corner of the MF2 parcel. Without waiving the right to seek compensation for dedication of the land for the future freeway, Developer acknowledges and agrees to work with the City and/or UDOT to preserve the freeway right-of-way for future freeway development.

3.4 Single Family Residential Parcel. The Residential Parcel is zoned as follows:

Zoning	Acres
RC	Approx. 18.25
R3	Approx. 23.17
R2	Approx. 17.03

The Residential Parcel shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. The lot configuration and road location within the RC, R3, and R2 areas shall be consistent with the configuration on the Concept Plan.

4. ROADS AND TRAFFIC

4.1 Internal Roadways. The Land Use Plan depicts the major proposed roadways and access for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

4.2 Aviator Avenue. Developer shall dedicate to the City by plat map 38.5 feet along the south edge of the Project in conjunction with the recording of the first plat for the Project, and Developer shall construct improvements to complete Aviator Avenue to the City's standard 77' right-of-way as follows: 1) Aviator Avenue east of the eastern access road shall be

completed prior to the first plat in the Residential Parcel or Developer shall provide completion assurance in accordance with Chapter 16.30 of the City's Vested Laws; 2) Aviator Avenue between the eastern access road and the western property line shall be completed prior to the western access road, but not later than the first plat in the RC, MF1, or MF2 zones, or Developer shall provide completion assurance in accordance with Chapter 16.30 of the City's Vested Laws.

5. PARKS AND OPEN SPACE.

5.1. Park Plan. The Concept Plan shows the location of an approximately 6.5-acre park within the Residential Parcel ("City Park"). A concept plan for the City Park is included in the Utility Plan attached as Exhibit E. Developer shall improve the City Park in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. The City may approve Developer constructing improved open space within the Multi-Family Parcels to meet a portion of the park and improved open space requirements for the Project. Prior to recording the first preliminary plat for the Project, Developer shall submit a detailed plan for the City Park and receive approval for the park plan from the City Parks and Recreation Director and the Planning Director. Developer acknowledges and agrees that the City Park does not fulfill the clubhouse and swimming pool requirement for the Multi-Family Parcels set forth in Section 17.25.050(L) of the City's Vested Laws.

5.2 Dedication of Park Improvements. The City may require Developer to dedicate all Improved Open Space areas to either the City or an HOA for the Project based on the final configuration of the Improved Open Space. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the subdivision plats that utilize the areas for Improved Open Space credit or with the recording of adjacent plats. The parties anticipate that all large Improved Open Space areas (larger than 2 acres and specifically including the City Park) with play field or other amenities will be dedicated to and maintained by the City and small open space areas will be dedicated to and maintained by the HOA.

6. VESTED RIGHTS.

6.1. Vested Rights Granted by Approval of this MDA. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, City's Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

6.2. Exceptions. The vested rights and the restrictions on the applicability of Eagle Mountain's Future Laws to the Project as specified in Section 9 are subject to the following exceptions:

6.2.1. Master Developer Agreement. Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;

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

6.2.3. Codes. Any Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

6.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; or,

6.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

7. **TERM OF AGREEMENT.** In accordance with Section 16.10.080 of the City's Vested Laws, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

8. **BENCHMARKS.** As required by Section 16.10.080(B) of the City's Vested Laws, the following development benchmarks shall occur. The parties acknowledge that Developer may plat and/or develop the project in multiple separate phases.

8.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall commence within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as

noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

8.2. **City Park.** In accordance with 16.35.105(A)(10) of the City's Vested Laws, the approximately 6.5-acre park shall be fully completed prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In addition, the City Park must be completed prior to the City recording a final plat that includes more than 50% of the area within the RC, R3, and R2 zones. In the case of inclement weather the applicant may request an extension to this timeline, to be considered at the discretion of the City.

9. **PROCESSING OF DEVELOPMENT APPLICATIONS.** The procedure for processing Development Applications shall be in accordance with the procedural provisions of City's Future Laws. If Eagle Mountain denies a Development Application Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or City's Vested Laws (or, if applicable, City's Future Laws).

10. **PUBLIC INFRASTRUCTURE.**

10.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

10.2. **Utility Plan.** Attached hereto as Exhibit E is the Utility Plan for the Residential Parcel. Developer will construct the public utilities in accordance with the provided Utility Plan. Developer may utilize a private sewer lift station located in the southwest corner of the City Park, provided that the lift station is owned and maintained by the HOA.

10.3. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by City's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on City's Vested Laws.

11. **UPSIZING/REIMBURSEMENTS TO DEVELOPER.** Eagle Mountain may require Developer to reasonably "upsized" Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth

around the Project. If City requires upsizing, City and Developer shall first enter into an Impact Fee Reimbursement Agreement or similar payment reimbursement agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase. Notwithstanding the foregoing or anything else to the contrary contained herein, in no event shall Developer be required to upsize any improvements (or incur any costs for upsizing any improvements) if the Impact Fee Reimbursements available to Developer are not sufficient to cover the increased costs of such upsizing.

12. DEFAULT.

12.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

12.2.1. Specific Claim. Specify the claimed event of Default;

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

12.2.3. Optional Cure. If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

12.3. **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

12.4. **Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

12.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

13. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT,

SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

15. NOTICES. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

B&H Land Holdings, LLC
Attn: Brandon Harrison
10769 S Rippling Bay
South Jordan, UT 84009

To Eagle Mountain:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

16. HEADINGS. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

17. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE. This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

18. ASSIGNABILITY. The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein. The City's consent shall not be unreasonably withheld, conditioned or delayed. A denial of consent shall only be allowed if the proposed assignee does not have the financial capability of fulfilling the assigned rights and responsibilities.

18.1. **Sale of Lots.** Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

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

18.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

18.4. **Sale of a Parcel.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may sell a Parcel as provided in Utah Code Ann. § 10-a-103(62)(c)(vi) (2019) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent subdivision of the Parcel that creates individually developable lots.

18.5. **Assignees and Successors in Interest Bound by MDA.** Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

19. **NO WAIVER.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

20. **SEVERABILITY.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

21. **FORCE MAJEURE.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party

obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

22. **TIME IS OF THE ESSENCE.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

23. **APPLICABLE LAW.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

24. **VENUE.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

25. **ENTIRE AGREEMENT.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

26. **MUTUAL DRAFTING.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

27. **RECORDATION AND RUNNING WITH THE LAND.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of a completed Residential Dwelling Unit to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit. An electronic copy of City's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

28. **AUTHORITY.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DATED this 18 day of NOVEMBER, 2021.

B&H LAND HOLDING, LLC

By: [Signature]

Print Name: BRANDON HARRISON

Title: MEMBER

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)

On the 18 day of NOVEMBER, 2021, personally appeared before me BRANDON U. HARRISON, who being by me duly sworn, did say that (s)he is the MEMBER of **B&H Land Holding, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC



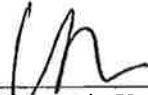
DATED this 18 day of NOVEMBER, 2021.

EAGLE MOUNTAIN CITY

[Signature]
Tom Westmoreland, Mayor

ATTEST:

ATTEST:

 BY: Lianne Pengra
Fionnuala Kofoed, City Recorder



Approved as to form:

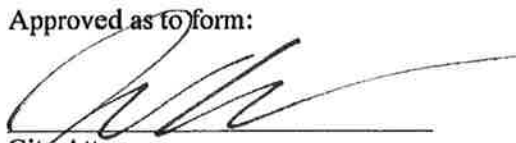

City Attorney

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Rezone Exhibit
Exhibit "C"	Concept Plan
Exhibit "D"	Notice of Decision
Exhibit "E"	Utility Plan

Exhibit "A"
Legal Description of Property

The Southwest Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; also being described as follows:

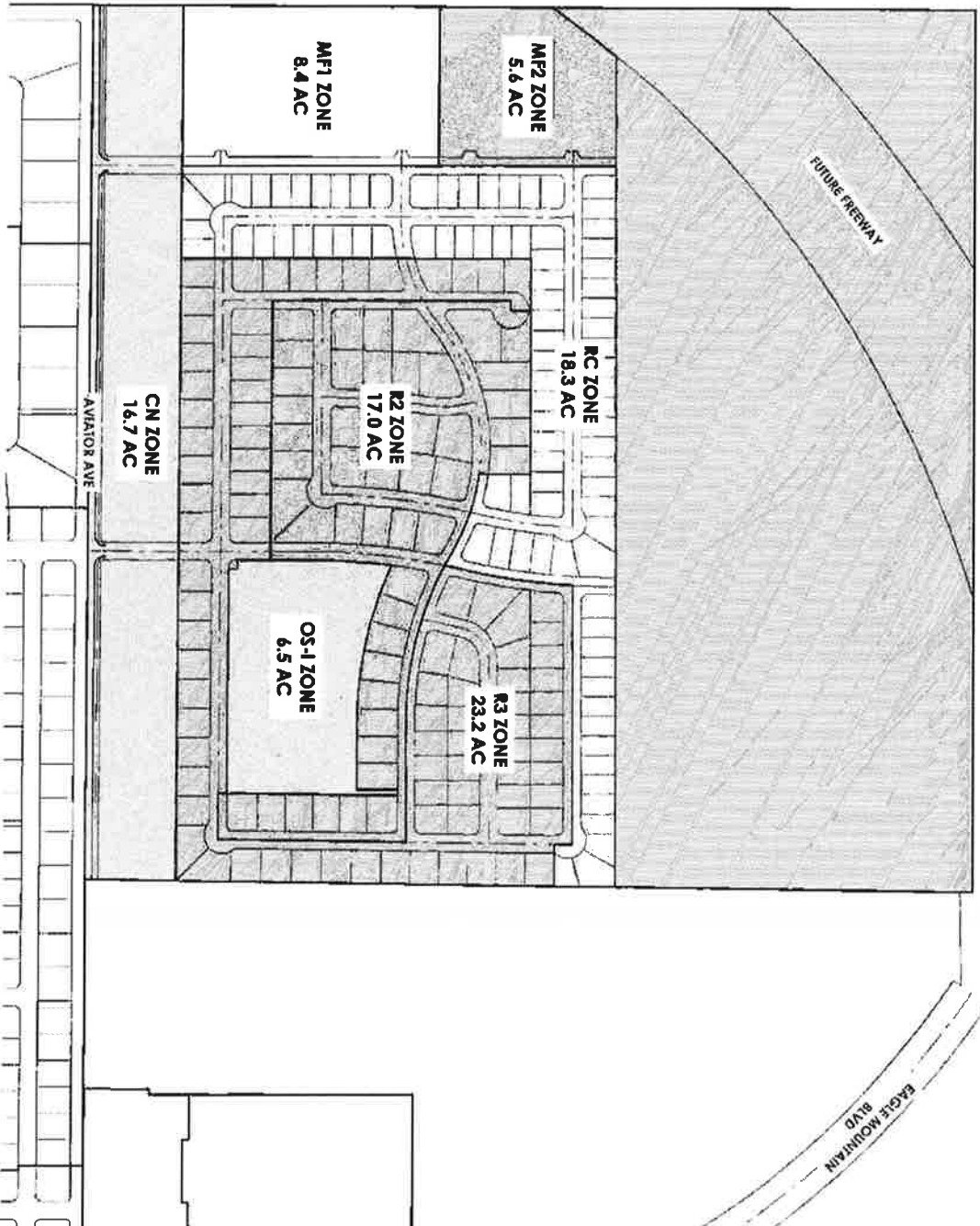
Beginning at the West quarter corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North $89^{\circ}42'28''$ East along quarter section line 2662.37 feet; thence South $0^{\circ}51'19''$ West along quarter section line 2662.08 feet to the South Quarter Corner of said Section 2; thence North $89^{\circ}50'15''$ West along section line 2638.96 feet to the Southwest Corner of said Section 2; thence North $0^{\circ}21'17''$ East along section line 2640.78 feet to the point of beginning.

Area = 161.33 Acres



ZONING DESIGNATIONS

CN	16.7 ACRES
R2	17.0 ACRES
R3	23.2 ACRES
RC	18.3 ACRES
MF1	8.4 ACRES
MF2	5.6 ACRES
OS-I	6.5 ACRES
TOTAL ACRES	95.7 ACRES



THE PINNACLES zoning exhibit

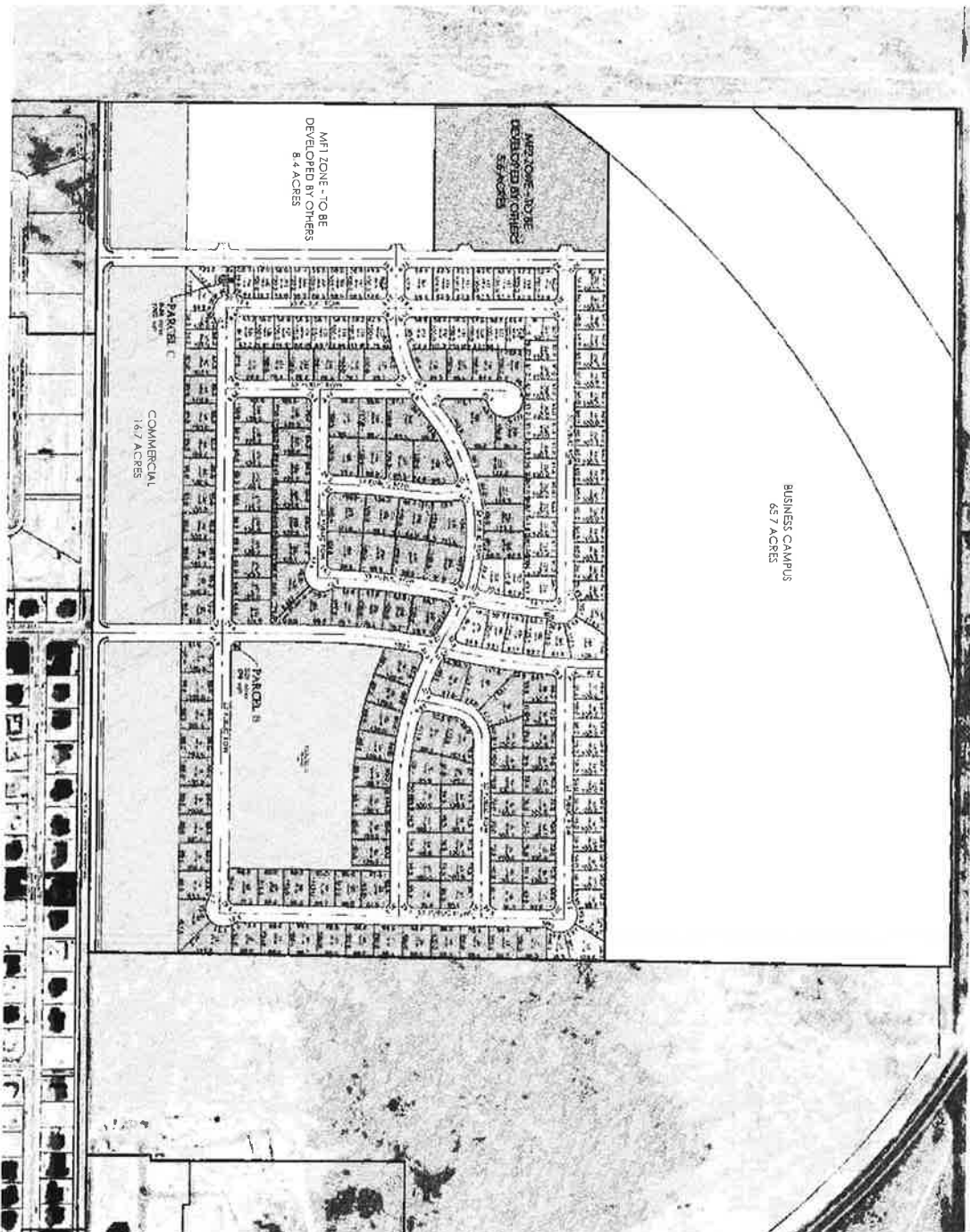
EAGLE MOUNTAIN CITY, UTAH COUNTY
11/5/2021
21-0610

Exhibit "C"
Concept Plan

SINGLE FAMILY ACREAGE	65.0 ACRES
MULTI FAMILY ACREAGE	14.0 ACRES
COMMERCIAL ACREAGE	16.7 ACRES
BUSINESS CAMPUS ACREAGE	65.7 ACRES
TOTAL ACREAGE	161.3 ACRES

☐ R2 LOTS	☐ R3 LOTS	☐ RC LOTS	TOTAL UNITS
----------------------------------	----------------------------------	----------------------------------	--------------------

PROVIDED
AVERAGE LOT SIZE
6.6 ACRES (266,224 SQFT)

[illegible]

EAGLE MOUNTAIN CITY, UTAH COUNTY

7/15/2021
7:00

Exhibit "D"
Notice of Decision



REZONE & GENERAL PLAN AMENDMENT NOTICE OF DECISION The Pinnacles

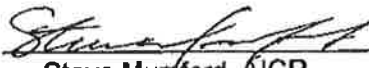
On April 6, 2021, the Eagle Mountain City Council approved the Pinnacles rezone and general plan amendment applications for parcel 59:034:0003 (about 161 acres – see attachment) with the following condition:

1. That the two rows of lots facing the road south of the park be changed from the R3 to the R2 zoning district.

The City may require specific performance of Developer's obligations and City may withhold issuance of any further approvals or permits with the Project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

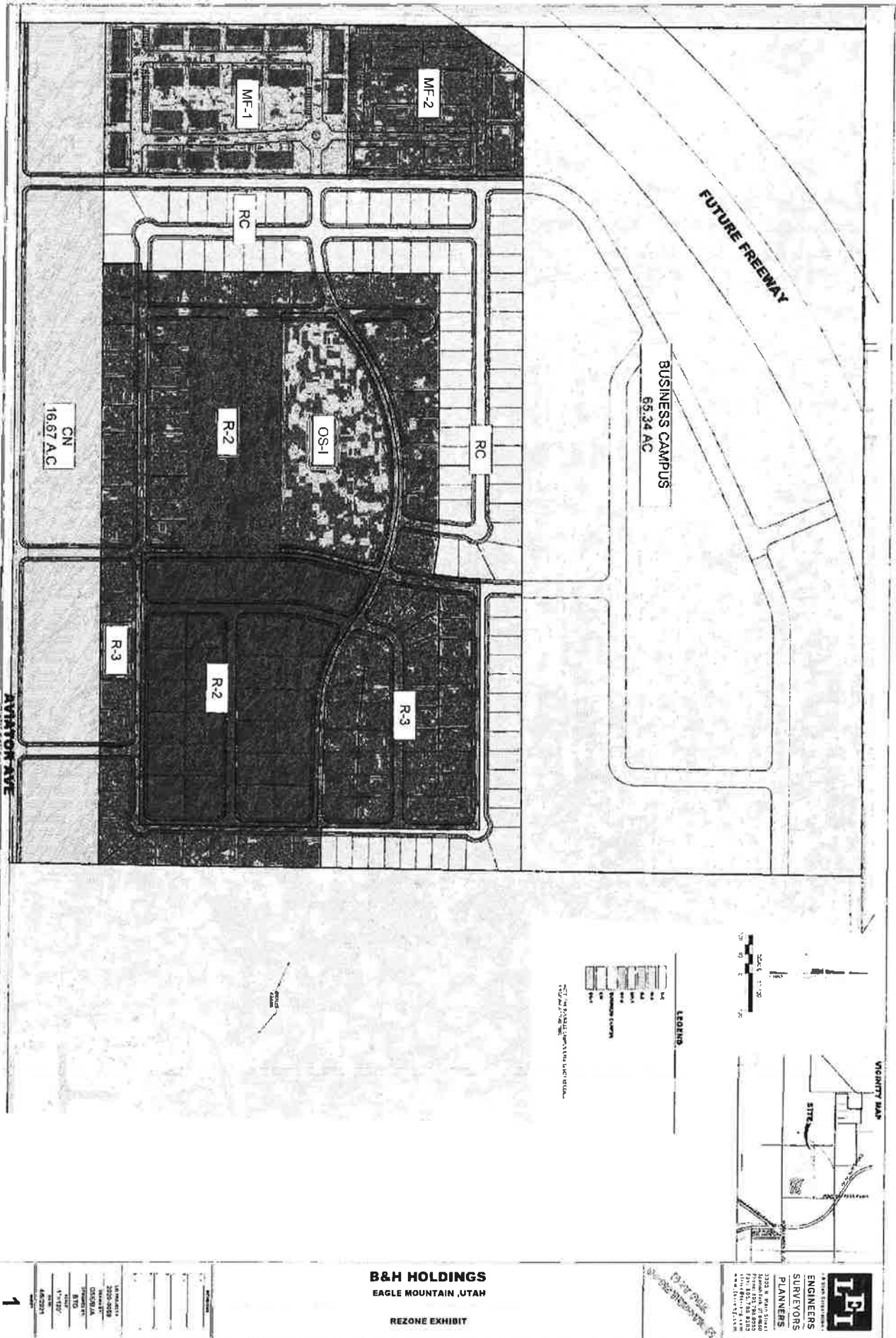
EAGLE MOUNTAIN CITY

By: 
Steve Mumford, AICP
Community Development Director

Date: 4/12/21

ATTACHMENTS

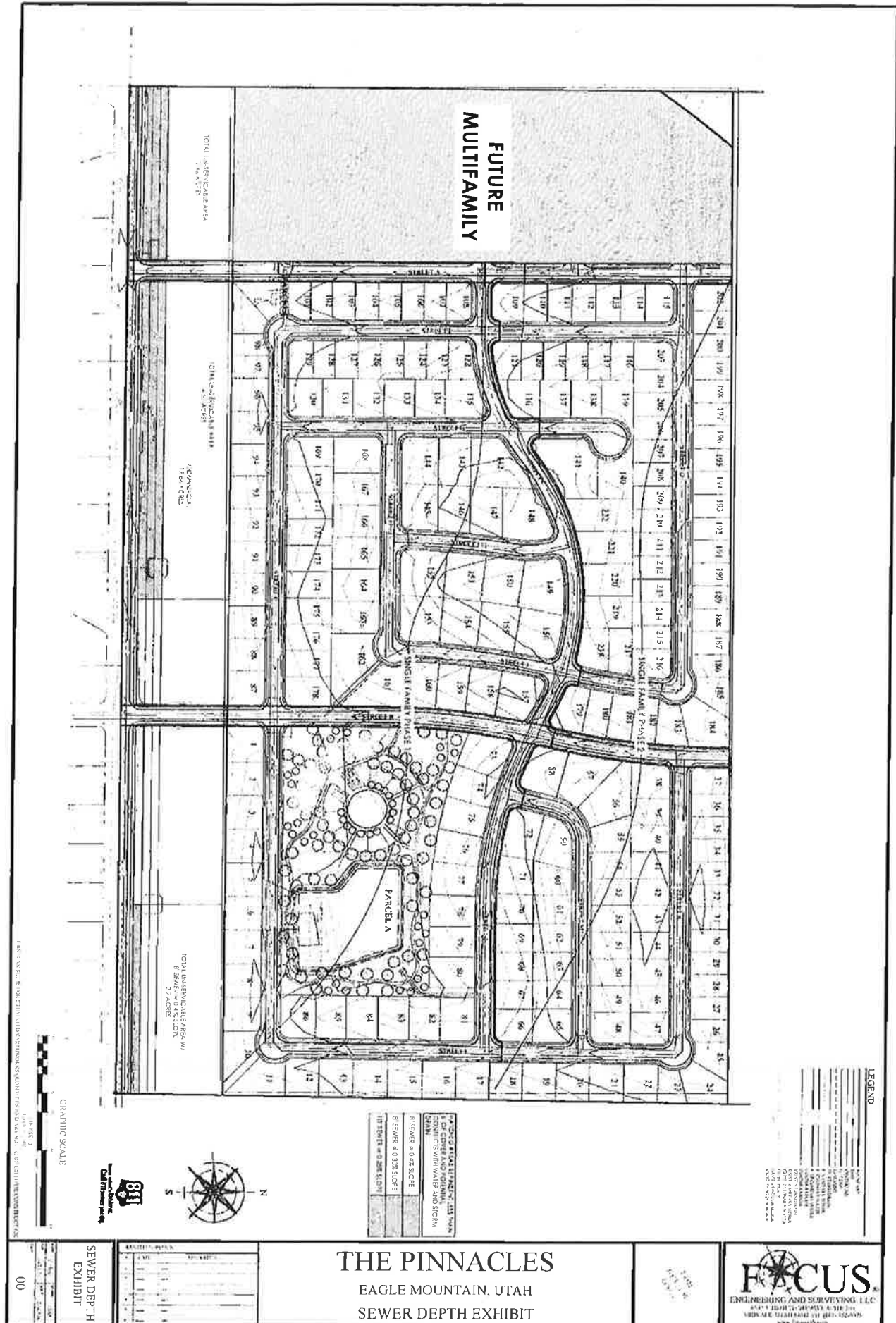
- Exhibit A : Rezone Exhibit
- Exhibit B : General Plan Amendment



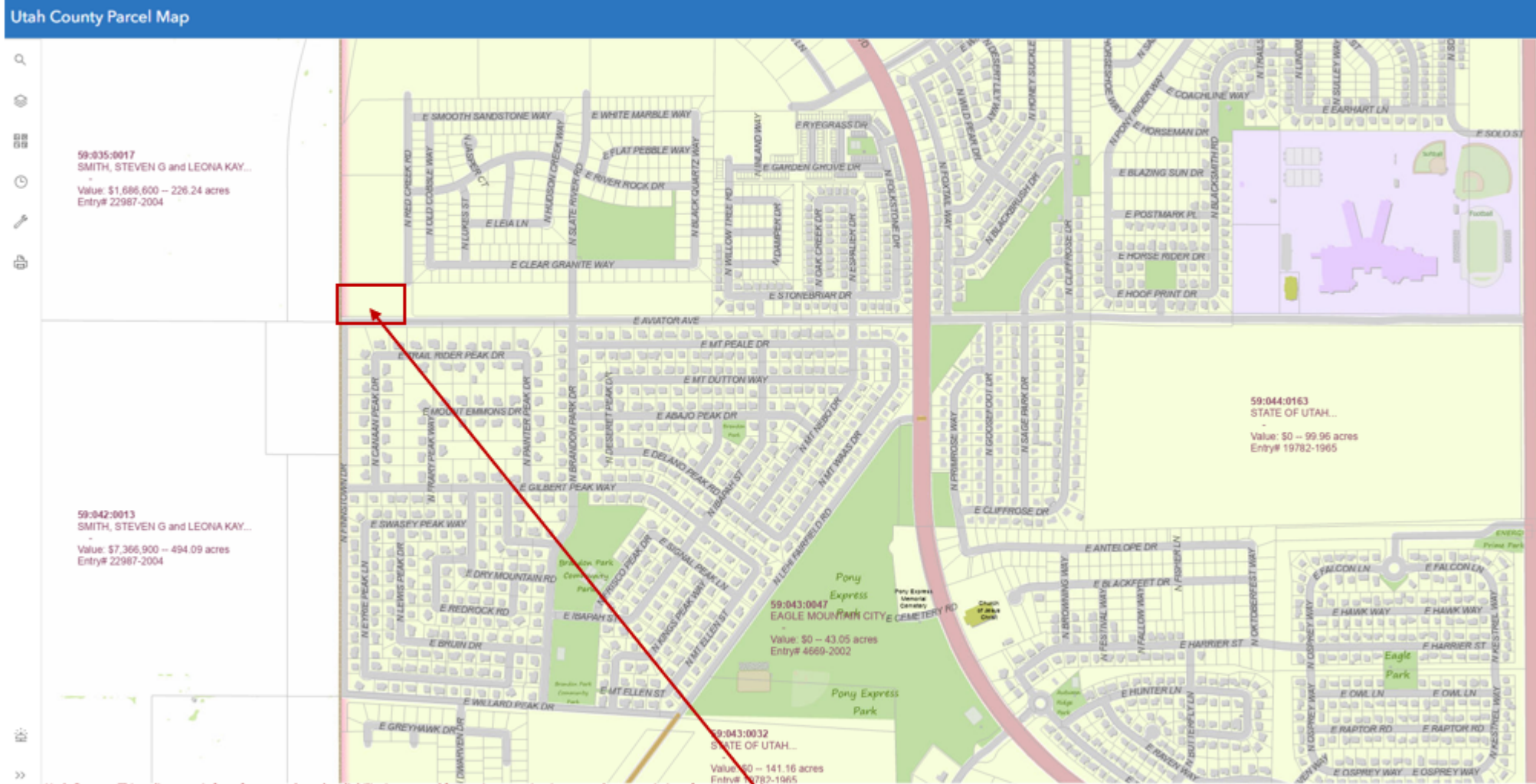
B&H HOLDINGS
EAGLE MOUNTAIN, UTAH

REZONE EXHIBIT

Exhibit "E"
Utility Plan



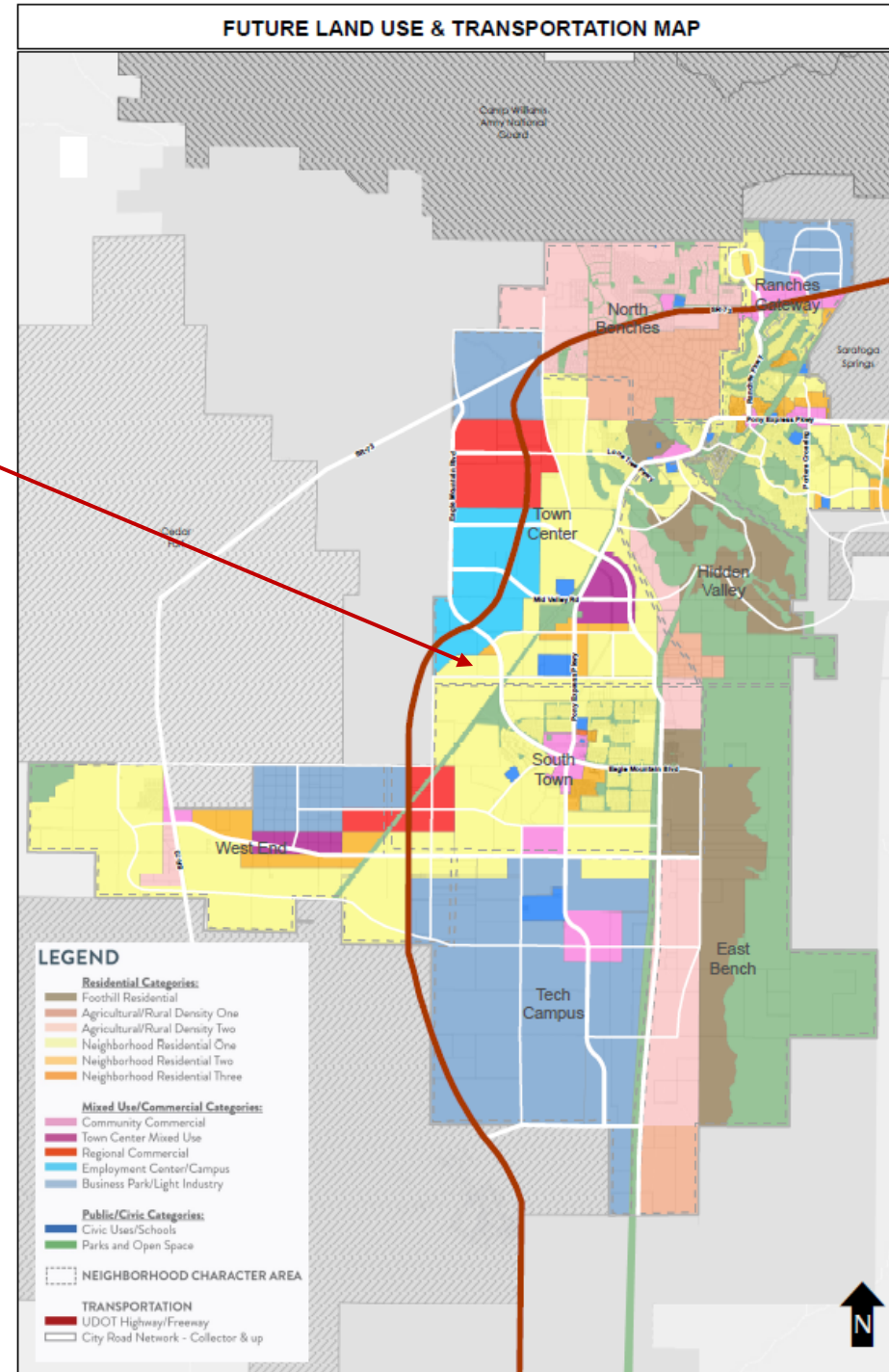
Simple Vicinity Map

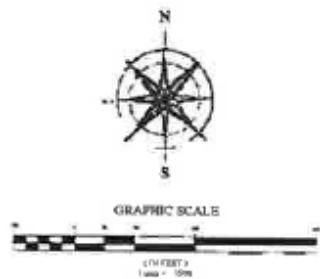


Site

FUTURE LAND USE & TRANSPORTATION MAP

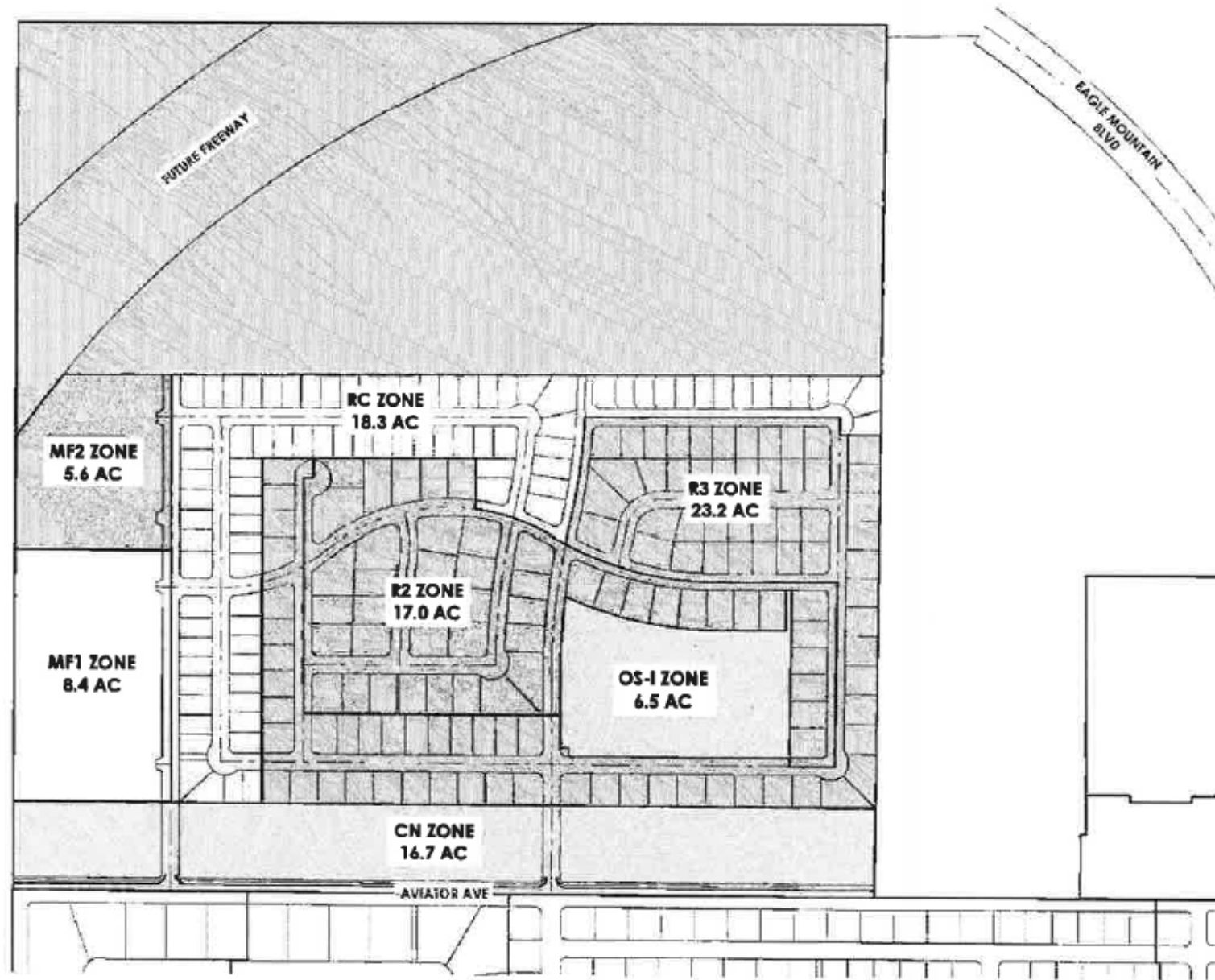
Site





ZONING DESIGNATIONS

CN	16.7 ACRES
R2	17.0 ACRES
R3	23.2 ACRES
RC	18.3 ACRES
MF1	8.4 ACRES
MF2	5.6 ACRES
OS-I	6.5 ACRES
TOTAL ACRAGE	±95.7 ACRES



THE PINNACLES zoning exhibit

EAGLE MOUNTAIN CITY, UTAH COUNTY

11/5/2021

J1-0416

This map is for informational purposes only. It does not constitute a legal document. For more information, please contact the Eagle Mountain City Planning Department at (801) 225-1234 or visit our website at www.eaglemountaincity.com/planning.



