



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

SEPTEMBER 22, 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. DISCUSSION / TRAINING - Sports and Recreation Planning

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. September 8, 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, amending Eagle Mountain Municipal Code Section 16.25.040 Application, 17.10.030 Definitions, and 17.60.040 General Landscape Provisions.

BACKGROUND: *(Presented by Long Range Planner, Elizabeth Fewkes)* A proposal to identify wildland urban interface (WUI) lots on final plats, permit vegetation removal allowances required by Utah Code, and add associated definitions.

7.B. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 9.10 and 17.47 Regarding Archery Use Within the City.

BACKGROUND: *(Presented by Natalie Winterton)* An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 9.10 and 17.47 Regarding Archery Use Within the City.

7.C. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Corrigan Farms.

BACKGROUND: *(Presented by Senior Planner, David Stroud)* Corrigan Farms LLC is looking to rezone parcel number 59:068:0006 to add the RTI overlay zone to the property to allow it to develop a data center project with a natural gas powerplant.

7.D. Corrigan Farms Development Agreement

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
SEPTEMBER 22, 2026**

TITLE:	DISCUSSION / TRAINING - Sports and Recreation Planning
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

Jason Hall

PRESENTED BY

Jason Hall

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2026**

TITLE:	AGENDA REVIEW
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

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2026**

TITLE:	September 08, 2026 Planning Commission meeting minutes
ITEM TYPE:	Minutes
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Megan Green, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 9.8.26 PCPH Meeting Minutes Draft



EAGLE MOUNTAIN PLANNING COMMISSION

MEETING MINUTES

September 8, 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, Bryan Free, Chad DeCoursey, and Alternate Commissioner Laura Jensen.

CITY STAFF PRESENT: Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; Robert Hobbs, Senior Planner; Vince Hogge, City Engineer; and Megan Green, Planning Secretary.

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

Commissioner Hess called the meeting to order at 5:31 p.m.

1. Discussion Items

1.A. TRAINING – Ethics

- City Attorney Marcus Draper presented the training on Ethics and Open and Public.
- Key guidance included quorum rules, prohibited certain communications, public-notice requirements, gift limits, conflict disclosures, recusal, and civil discourse.
- Commissioners were advised to disclose potential conflicts when in doubt, and consult counsel before participating in questionable matters.

Commissioner Hess adjourned the work session at 6:17 p.m.

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

2. Commissioner Hess called the policy session to order at 6:30 p.m.

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 August 25, 2026, Planning Commission meeting. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Yes
Laura Jensen	Not Voting - Alternate

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 September 1, 2026.

7. Action and Advisory Items

7.A. Culinary Water Impact Fee Facility Plan (IFFP)

Presentation Summary: City Engineer Vince Hogge presented the updated plan on Culinary Water Impact Fee Plan and IFFP. With all the rapid growth and some of the changes happening quickly in the City, they felt it was necessary to take the IFFP from 2025 and do an update. Vince included the Talons Cove Spring Run Master Plan, the SR 73 Central Utah pipeline, higher construction costs, and future wells and tanks. Five-year costs increased from \$73.2 million to \$109.1 million.

Discussion summary:

- The Commission unanimously recommended approval for the updated Culinary Water IFFP.

Commissioner Hess opened the public hearing at 6:43 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.A., Culinary Water Impact Fee Facility Plan (IFFP). Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Yes
Laura Jensen	Not Voting - Alternate

The motion passed with a unanimous vote.

7.B. Wastewater Master Plan and the Wastewater Impact Fee Facility Plan (IFFP)

Presentation Summary: City Engineer Vince Hogge presented the updated Wastewater Master Plan and the Wastewater Impact Fee Facility Plan (IFFP). The plan adds infrastructure for Talons Cove Spring Run, an east trunk line, and treatment-plant expansion. Treatment capacity would increase from 2.4 million to 8 million gallons per day. Costs increased from \$193 million to \$259 million.

Discussion summary:

- As there was no discussion, the Commission forwarded a positive recommendation to City Council.

Commissioner Hess opened the public hearing at 6:50 p.m. As there were no comments, he closed the hearing at 6:51 p.m.

MOTION: *Commissioner Hess moved to recommend approval to the City Council of Item 7.B., Wastewater Master Plan and the Wastewater Impact Fee Facility Plan (IFFP). Commissioner DeCoursey seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes

Chad DeCoursey
Laura Jensen

Yes
Not Voting - Alternate

The motion passed with a unanimous vote.

8. Discussion Items

8.A. Agricultural Rural Large – Lot Zone and Cedar Pass Ranch Historic Zone

- Robert Hobbs presented proposed Historic and Agricultural Rural Large Lot zones for Cedar Pass Ranch.
- Senior Planner Robert Hobbs, HOA representatives, and commissioners compared a Cedar Pass Historic Zone with a broader ARL zone.
- The discussion addressed zoning history, five-acre and three-acre minimums, equestrian operations, animal and building standards, commercial uses, nonconforming rights, and HOA versus city enforcement.
- Commissioners and City staff favored focusing first on the Cedar Pass-specific historic zone and comparing it more closely with existing AG and RA1 zones.

9. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for September 22, 2026.

10. Adjournment

MOTION:

Commissioner Hess moved to adjourn the meeting at 8:03 p.m. Commissioner Allen seconded the motion.

Jason Allen

Yes

Bryan Free

Yes

Rod Hess

Yes

Brent Strong

Yes

Chad DeCoursey

Yes

Laura Jensen

Not Voting - Alternate

The motion passed with a unanimous vote.

The meeting was adjourned at 8:03 p.m.

Approved by the Planning Commission on

Brandon Larsen
Community Development Director



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2026**

TITLE:	WUI Standards
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Elizabeth Fewkes, Planner

PRESENTED BY

Elizabeth Fewkes

RECOMMENDATION:

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

BACKGROUND:

Staff presented and discussed potential wildland urban interface (WUI) standards with the Planning Commission on April 28, 2026, and the City Council on May 19, 2026, and July 21, 2026, in response to Utah Code § 10-20-619(6) (amended by 2026 HB 215) requirements and WUI setback recommendations from fire officials.

ITEMS FOR CONSIDERATION:

The City Council directed Staff to amend municipal code to add the vegetation removal allowance required by Utah Code § 10-20-619(6) and require a final plat notation indicating WUI lots. The Council also directed Staff to identify WUI lots in Staff reports for planning applications presented for consideration. Staff added WUI definitions to support the code changes.

Staff has implemented internal processes to identify WUI lots in Staff reports. This item proposes the resulting municipal code amendments.

Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. WUI Standards PC 09.22.2026

2. WUI Standards - redlines

3. WUI Standards - clean

WUI Standards



Background & Purpose

HB 215 (2026)

Requires cities to permit residents living in the wildlife urban interface area (WUI) to be allowed to remove vegetation.

Previous discussions about WUI Standards:

Planning Commission

- April 28, 2026

City Council

- May 19, 2026
- July 21, 2026



WUI State Required Changes – HB 215

Utah Code 10-20-619(6):

A municipality may not enact or enforce a land use regulation, or adopt or enforce a policy, that prohibits, or has the effect of prohibiting, a property owner from removing vegetation from a portion of the property owner's property:

- (a) that is within a designated wildland-urban interface area; and
- (b) where removal is required to comply with the defensible space requirements of the edition of the International Wildland Urban Interface Code (IWUIC) adopted under Section 15A-2-103.



City Council Direction

- Amend Municipal Code:
 - Add notations to final plats indicating WUI lots.
 - Vegetation removal allowance to comply with defensible space requirement of IWUIC.
- Council Notification:
 - Identify lots within WUI areas in planning staff reports.

Staff also added WUI definitions to support the code changes.



16.25.040 Application:

y. Notation of any WUI lots.



17.60.040 General Landscape Provisions

I. Landscaping removal. Owners of property within a designated WUI area as indicated on the WUI Map in EMMC 15.95.030 may remove vegetation from a portion of their property to facilitate compliance with the defensible space requirements of the International Wildland Urban Interface Code.



17.10.030 Definitions

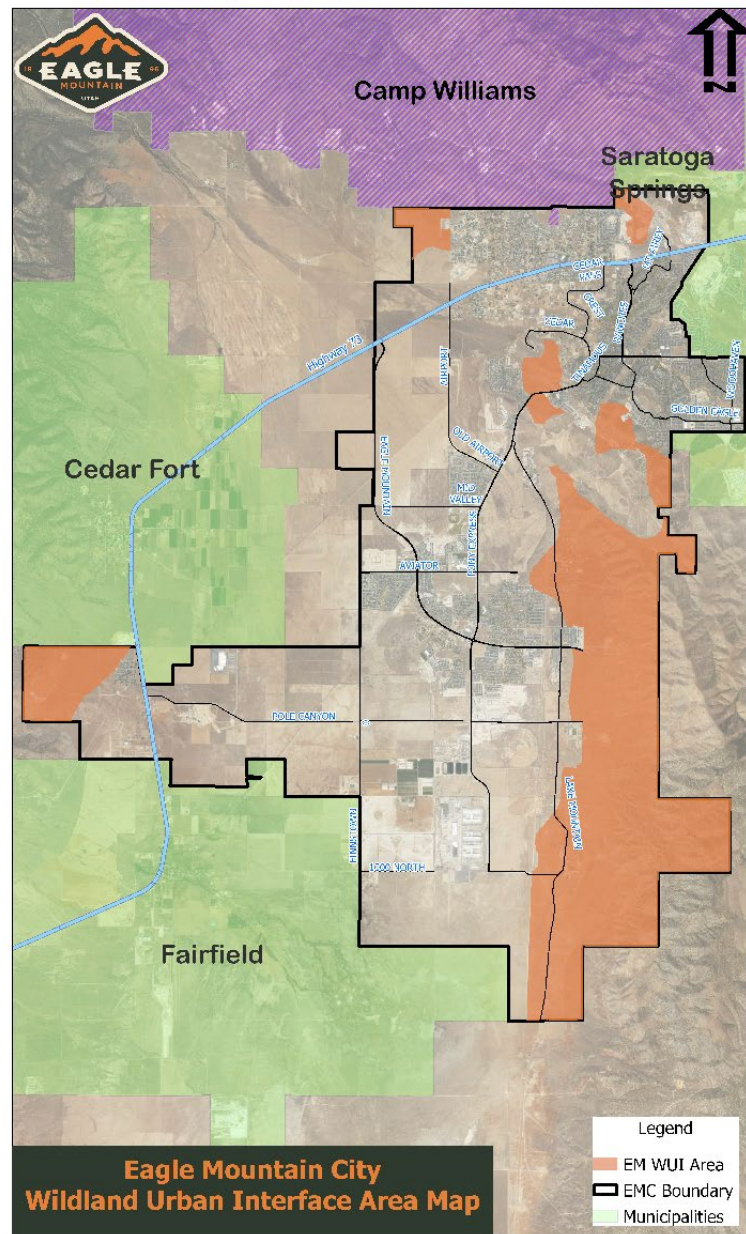
“Wildland Urban Interface” means a geographical area where human development intersects with unoccupied wildland and natural fuels, resulting in high wildfire risks.

“WUI” means Wildland Urban Interface.

“WUI Lot” means a lot located within the WUI subject to State inspection and the International Wildland Urban Interface Code, as adopted by the State of Utah and incorporated by reference under EMMC 15.95.010.

“WUI Map” means the map found in EMMC 15.95.030 which identifies the WUI areas in Eagle Mountain City.





16.25.040 Application

Only property owners or their duly authorized agents shall make application for a final plat on forms prepared by the planning director. No final plat application shall be processed without approval or submission of the preliminary plat, the submission of the application, all the supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstance.

A. Supporting Materials. The final plat application shall be submitted with the materials listed below. The planning director or development review committee (DRC) members may determine that additional items be submitted in order to properly evaluate the proposed final plat application. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.

1. Final Plat. The final plat prepared at a scale of not less than one inch equals 100 feet, with all dimensions shown in feet and decimals thereof, will be required for final approval prior to recordation. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map, with vicinity and index maps appearing on the first of the serially numbered sheets. Final plats must show trails, roads, sidewalks and other public facilities, which will be deeded to the city in accordance with the requirements of this title. The city shall provide a set of standard cross-sections for roads, trails and sidewalks. The final plat submission must conform in all major respects to the preliminary plat as previously reviewed and approved by the land use authority (unless processed simultaneously). Final plat submissions shall include all information listed below, delineated in permanent ink on a Mylar for recordation (which can be submitted after the land use authority grants final approval) and submitted in an electronic format:

- a. A title block showing the name of the proposed subdivision and its location by quarter-quarter section, section, township, range, principal meridian, city, county, and state;
- b. The name, address, telephone number, stamp, signature and registration number of a land surveyor registered in the state of Utah who prepared or reviewed the final plat;
- c. A north point, and both graphic and written scales;

d. A vicinity map that locates the proposed subdivision within its township and the section, shows major roads and watercourses adjacent to or near the subdivision, and shows the boundaries of and recorded names of adjacent or nearby subdivisions;

e. The point of beginning for the survey, which shall be tied to a section or quarter-section corner, and the location and a description of all existing monuments found during the course of the survey;

f. The location, nature, and boundaries, with bearings and distances, of all existing public ways and public or private easements in or adjacent to the subdivision, including the county book and page number references of the instruments establishing those ways or easements;

g. The exterior boundaries of the subdivision, with all bearings and distances, including curve data for curving boundaries;

h. The location, exterior dimensions, and consecutive number of all lots and blocks, or other parcels created by the subdivision, including bearings and distances and curve data for curving boundaries (with all curve dimensions for boundary lines shown outside any such boundaries);

i. The acreage of each lot and a table showing the total number of lots, total acreage of the subdivided area, the total acreage in lots, the average lot size, the total acreage in streets, and the total acreage of any parcels dedicated to public use or held in common by the lot owners;

PHASE A – PLAT 16 CALCULATIONS	
TOTAL ACREAGE:	25.46 ACRES
BUILDABLE ACREAGE:	25.46 ACRES
TOTAL ACREAGE IN LOTS:	17.98 ACRES
PUBLIC RIGHT-OF-WAY:	5.48 ACRES
PAVED ROADWAY AREA WITHIN R.O.W.	3.11 ACRES
TOTAL OPEN SPACE:	2.01 ACRES
TOTAL IMPROVED OPEN SPACE:	2.01 ACRES
AVERAGE LOT SIZE:	6,419 SF/0.15 ACRES
LARGEST LOT SIZE:	15,935 SF/0.37 ACRES
SMALLEST LOT SIZE:	4,400 SF/0.10 ACRES
OVERALL DENSITY:	4.79 LOTS/ACRE
TOTAL # OF LOTS:	122 LOTS

j. The names of all streets and widths and boundaries of all street and trail rights-of-way and utility easements, including bearings and distances and curve data for curving boundaries;

- k. Street names shall not contain cardinal directions (North, South, East, West) as this may conflict with the geographical coordinate identifier of the lot or parcel address;
- l. Address of all lots and parcels;
- m. The location and a description of all monuments set during the course of the survey;
- n. A signed and dated owner's dedication in the form approved by the city which includes a complete legal description of the parcel being subdivided, and in which the owners of record dedicate all open space, public ways, utilities and other public spaces to public use;
- o. A notary public's acknowledgment of the owner's certificate;
- p. A signed and dated certificate of consent in which all mortgagors, lienholders, and other parties with any real property interest, including the holders of mineral rights, in the property consent to its subdivision;
- q. A notary public's acknowledgment of the certificate of consent;
- r. Signature blocks for approval by the city council, city engineer and city attorney;
- s. An owner's dedication certificate, notary public's acknowledgement for each signature on the plat, a correct metes and bounds description of all property included within the subdivision, other affidavits, certificates, acknowledgements, endorsements and notarial seals as required by law, this title or by the city recorder or city attorney;
- t. A certificate for use by the county recorder in recording the plat after its approval;
- u. Building envelopes for each lot shall be shown on the final plat;
- v. Water rights conforming to the city's requirements or a public water supply agreement shall be submitted to the city attorney for approval;
- w. The zone in which standards were used to review the subdivision plat;
- x. Setbacks on residential plats.

y. Notation of any WUI lots.

17.10.030 Definitions

* * *

“Wildland Urban Interface” means a geographical area where human development intersects with unoccupied wildland and natural fuels, resulting in high wildfire risks.

“WUI” means Wildland Urban Interface.

“WUI Lot” means a lot located within the WUI subject to State inspection and the International Wildland Urban Interface Code, as adopted by the State of Utah and incorporated by reference under EMMC 15.95.010.

“WUI Map” means the map found in EMMC 15.95.030 which identifies the WUI areas in Eagle Mountain City.

17.60.040 General Landscape Provisions

The following landscape provisions shall be adhered to by all land uses unless otherwise noted:

A. Park Strips. Park strips adjacent to residential dwellings shall be landscaped and maintained by the property owner whose property abuts the park strip.

B. Landscape Maintenance. All landscaped areas shall be maintained by watering of landscaping, removal of weeds, the cutting of lawn or any other activities required to maintain healthy and aesthetically pleasing landscaping. Topping of trees as a pruning technique is prohibited.

C. Tree Clearance. Trees which project over any sidewalk shall be pruned clear of all branches between the ground and a height of eight feet for that portion of the foliage located over the sidewalk.

D. Clear Vision Triangles. No landscaping over three feet in height shall be allowed within a clear vision triangle as shown in this chapter except trees with single

trunks that are pruned such that all branches and foliage are removed to a height of at least eight feet.

The following landscape provisions shall be adhered to by all land uses whose building permits were issued on or after February 1, 2024, unless otherwise noted:

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

F. Irrigation. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components. Each irrigation valve shall irrigate landscaping with similar sites, slope and soil conditions, and plant material with similar watering needs. Lawn and planting beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.

G. Mulch. At least three to four inches of mulch shall be used in planting beds to control weeds and improve the appearance of the landscaping. Approved materials shall be used in areas located within a public right-of-way.

H. Special Purpose Landscape. Certain special purpose landscape areas (e.g., stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the landscaping requirements. Applications to receive exceptions are to be considered on a case-by-case basis. [Ord. [O-52-2023](#) § 2 (Exh. A); Ord. [O-05-2008](#) § 2 (Exh. A § 12.4); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 12.4)].

I. Landscaping removal. Owners of property within a designated WUI area as indicated on the WUI Map in EMMC 15.95.030 may remove vegetation from a portion of their property to facilitate compliance with the defensible space requirements of the International Wildland Urban Interface Code.

16.25.040 Application

Only property owners or their duly authorized agents shall make application for a final plat on forms prepared by the planning director. No final plat application shall be processed without approval or submission of the preliminary plat, the submission of the application, all the supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstance.

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- b. The name, address, telephone number, stamp, signature and registration number of a land surveyor registered in the state of Utah who prepared or reviewed the final plat;
- c. A north point, and both graphic and written scales;

d. A vicinity map that locates the proposed subdivision within its township and the section, shows major roads and watercourses adjacent to or near the subdivision, and shows the boundaries of and recorded names of adjacent or nearby subdivisions;

e. The point of beginning for the survey, which shall be tied to a section or quarter-section corner, and the location and a description of all existing monuments found during the course of the survey;

f. The location, nature, and boundaries, with bearings and distances, of all existing public ways and public or private easements in or adjacent to the subdivision, including the county book and page number references of the instruments establishing those ways or easements;

g. The exterior boundaries of the subdivision, with all bearings and distances, including curve data for curving boundaries;

h. The location, exterior dimensions, and consecutive number of all lots and blocks, or other parcels created by the subdivision, including bearings and distances and curve data for curving boundaries (with all curve dimensions for boundary lines shown outside any such boundaries);

i. The acreage of each lot and a table showing the total number of lots, total acreage of the subdivided area, the total acreage in lots, the average lot size, the total acreage in streets, and the total acreage of any parcels dedicated to public use or held in common by the lot owners;

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TOTAL ACREAGE:	25.46 ACRES
BUILDABLE ACREAGE:	25.46 ACRES
TOTAL ACREAGE IN LOTS:	17.98 ACRES
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TOTAL # OF LOTS:	122 LOTS

j. The names of all streets and widths and boundaries of all street and trail rights-of-way and utility easements, including bearings and distances and curve data for curving boundaries;

- k. Street names shall not contain cardinal directions (North, South, East, West) as this may conflict with the geographical coordinate identifier of the lot or parcel address;
- l. Address of all lots and parcels;
- m. The location and a description of all monuments set during the course of the survey;
- n. A signed and dated owner's dedication in the form approved by the city which includes a complete legal description of the parcel being subdivided, and in which the owners of record dedicate all open space, public ways, utilities and other public spaces to public use;
- o. A notary public's acknowledgment of the owner's certificate;
- p. A signed and dated certificate of consent in which all mortgagors, lienholders, and other parties with any real property interest, including the holders of mineral rights, in the property consent to its subdivision;
- q. A notary public's acknowledgment of the certificate of consent;
- r. Signature blocks for approval by the city council, city engineer and city attorney;
- s. An owner's dedication certificate, notary public's acknowledgement for each signature on the plat, a correct metes and bounds description of all property included within the subdivision, other affidavits, certificates, acknowledgements, endorsements and notarial seals as required by law, this title or by the city recorder or city attorney;
- t. A certificate for use by the county recorder in recording the plat after its approval;
- u. Building envelopes for each lot shall be shown on the final plat;
- v. Water rights conforming to the city's requirements or a public water supply agreement shall be submitted to the city attorney for approval;
- w. The zone in which standards were used to review the subdivision plat;
- x. Setbacks on residential plats.

y. Notation of any WUI lots.

17.10.030 Definitions

* * *

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17.60.040 General Landscape Provisions

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C. Tree Clearance. Trees which project over any sidewalk shall be pruned clear of all branches between the ground and a height of eight feet for that portion of the foliage located over the sidewalk.

D. Clear Vision Triangles. No landscaping over three feet in height shall be allowed within a clear vision triangle as shown in this chapter except trees with single

trunks that are pruned such that all branches and foliage are removed to a height of at least eight feet.

The following landscape provisions shall be adhered to by all land uses whose building permits were issued on or after February 1, 2024, unless otherwise noted:

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

F. Irrigation. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components. Each irrigation valve shall irrigate landscaping with similar sites, slope and soil conditions, and plant material with similar watering needs. Lawn and planting beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.

G. Mulch. At least three to four inches of mulch shall be used in planting beds to control weeds and improve the appearance of the landscaping. Approved materials shall be used in areas located within a public right-of-way.

H. Special Purpose Landscape. Certain special purpose landscape areas (e.g., stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the landscaping requirements. Applications to receive exceptions are to be considered on a case-by-case basis. [Ord. [O-52-2023](#) § 2 (Exh. A); Ord. [O-05-2008](#) § 2 (Exh. A § 12.4); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 12.4)].

I. Landscaping removal. Owners of property within a designated WUI area as indicated on the WUI Map in EMMC 15.95.030 may remove vegetation from a portion of their property to facilitate compliance with the defensible space requirements of the International Wildland Urban Interface Code.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2026**

TITLE:	Creating Archery Zoning in Eagle Mountain City
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Outdoor Shooting Overlay Zone	N/A

PUBLIC HEARING

Yes

PREPARED BY

Natalie Winterton, Assistant to
the City Manager

PRESENTED BY

Natalie Winterton

RECOMMENDATION:

It is recommended that the Planning Commission provide a favorable recommendation to the City Council regarding code amendments that would allow for safe recreational archery to take place in the City.

BACKGROUND:

At the request of the City Council, Staff drafted an amendment to the Eagle Mountain Municipal Code to establish a framework for the safe and legal practice of archery within the City. Currently, archery is prohibited throughout Eagle Mountain City, and there are no established archery ranges or clear regulations governing the development of such facilities.

City Council requested that Staff identify a way to allow residents to participate in archery legally and safely, while discouraging archery from being practiced in backyards or other areas where it may pose a safety concern. The proposed amendment establishes standards for archery facilities by incorporating outdoor archery ranges into the existing Outdoor Shooting Range Overlay Zone and allowing indoor archery ranges as a special use.

In developing the proposed regulations, Staff reviewed industry standards and guidelines established by USA Archery, the national governing body for the sport of archery in the United States.

ITEMS FOR CONSIDERATION:

Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. EMMC 17.45 - 9.10 - Archery Safety and Zoning - Redlines
2. EMMC 17.45 - 9.10 - Archery Safety and Zoning - Clean

Chapter 17.47
OUTDOOR SHOOTING AND ARCHERY RANGE OVERLAY ZONE

17.47.010 What this chapter does.

This chapter contains land use provisions that regulate the development of outdoor shooting ranges and archery ranges on properties appropriately zoned. [Ord. [O-04-2022](#) § 2 (Exh. A)].

17.47.020 Purpose and objective.

The purpose of the outdoor shooting range and archery range overlay zone is to provide for the locational control and safety standards for outdoor shooting and archery ranges, and to provide proper buffering and protection for neighboring development and uses. [Ord. [O-04-2022](#) § 2 (Exh. A)].

17.47.030 Rezone criteria.

In addition to meeting the rezoning requirements in Chapter [17.90](#) EMMC, the following criteria shall be considered when evaluating proposed rezones to the outdoor shooting range and archery range overlay zone:

- A. Proximity to Residential. Applicant shall provide proof that proposal is not located too close to residential development and that the proposed use may be safely accomplished on site without putting neighboring developments in danger.
- B. Property Size. Outdoor shooting range properties shall generally be at least 10 acres in size; however, the city council may consider mitigating factors in approving the rezone on a smaller parcel. Archery ranges have no minimum parcel size, although should be large enough to incorporate the archery range safety plan.
- C. Underlying Zoning. The outdoor shooting and archery range overlay zone shall only be considered on lots with the following underlying zoning:
 - 1. Agriculture.
 - 2. Industrial.
 - 3. Open space – natural. [Ord. [O-04-2022](#) § 2 (Exh. A)].

17.47.040 Standards.

- A. Liability. Range operator/owner assumes all liability for the operation of outdoor shooting ranges and archery ranges.
- B. Access to the facility shall be from a public right-of-way or road.
- C. The applicant shall submit a plan of operations to the Eagle Mountain City planning commission for the shooting range and/or archery range, including all ancillary uses and activities. Such The plan shall include a health and safety plan that addresses the safety and security of patrons, guests, staff, and persons on adjacent parcels or lots of land.

D. Applicant shall provide documentation to demonstrate that such facility has been designed, and shall be operated, to contain, on-site, all projectiles and debris caused by firing ammunition **resulting from the discharge of firearms, bows, crossbows, and similar projectile-launching devices.**

E. Food services, as well as groceries, sporting goods, merchandise, guns and ammunition, bows and projectiles shall only be provided or sold to patrons, guests, staff, or operators of the facility.

F. Outdoor shooting ranges **and archery ranges** may be exempted from commercial design standards by the city council.

G. Outdoor shooting ranges **and archery ranges** shall not be located within one-quarter of a mile of the wildlife corridor. [Ord. [O-04-2022](#) § 2 (Exh. A)].

17.47.050 Safety regulations.

A. The range shall conform to all federal, state, and industry regulations and standards for health and safety.

B. Material and construction shall be designed and certified to capture all fired rounds **and/or projectiles.**

C. No ammunition **or projectiles** shall be permitted to be fired that exceeds the certified design specifications of the range.

D. No alcoholic beverages shall be sold, consumed, or permitted on the premises.

E. A written log of all range users shall be maintained by the range operator.

F. All archery lanes shall be equipped with backstops designed to fully stop arrows at the maximum draw weight and shooting distance proposed for the range.

G. Minors shall not be permitted on the **outdoor** shooting range unless accompanied by a responsible adult at all times, and at no time shall a child under the age of eight be permitted to discharge or handle firearms **or crossbows** on the outdoor shooting range **or archery range. Children under the age of eight may be permitted to handle a bow with the supervision of a responsible adult and in accordance with USA Archery guidelines.**

H. On-site supervision and monitoring shall be provided by the range operator/owner.

I. Applicant shall submit a fire mitigation and safety plan.

J. Use of exploding incendiary targets (such as Tannerite) is **prohibited discouraged.** [Ord. [O-04-2022](#) § 2 (Exh. A)].

17.47.060 Additional components.

In addition to the above an outdoor shooting range **or archery range** may include the following components:

A. A retail component for the sale (and on-site rental) of firearms, ammunition, bows, projectiles and other related accessories. ~~related to firearms~~. Such facility shall comply with all licensing and operation requirements of the Federal Bureau of Alcohol, Tobacco and Firearms (ATF), state agencies, and other regulator organizations.

B. Classroom facilities to be used for community education, public forums, and seminars on gun safety and use.

C. Restaurant or dining component.

D. Event facilities.

E. Office, gathering/event spaces, restrooms.

F. Shooting platforms.

G. Storage structures.

H. Outdoor shooting ranges shall be permitted to reclaim brass, copper, steel, lead and other materials commonly associated with shooting. [Ord. O-04-2022 § 2 (Exh. A)].

Chapter 9.10 WEAPONS

Article I. Firearms

9.10.010 Discharge of firearms prohibited.

It shall be unlawful for any person except peace officers in the pursuit of their lawful duties or private citizens acting in legitimate self-defense or other legally justified defense to discharge any firearm within the municipal boundaries of Eagle Mountain City. [Ord. 98-04 § 1].

9.10.020 “Firearm” defined.

For the purposes of this article, a “firearm” shall mean a pistol, revolver, shotgun, sawed-off shotgun, rifle, sawed-off rifle, or any device that could be used as a dangerous weapon from which is expelled a projectile by action of an explosive. [Ord. 98-04 § 2].

9.10.030 Discharge allowed at firing ranges.

This article shall not prevent the firing of firearms at any rifle, pistol or shotgun range lawfully designated by the city council of Eagle Mountain. [Ord. 98-04 § 3].

Article II. Crossbows and Bows

9.10.040 Discharge of bows and crossbows prohibited.

A. It shall be unlawful to discharge a bow or crossbow within the corporate limits of Eagle Mountain City except as provided in this article.

B. It shall be unlawful to discharge a bow or crossbow with a pull weight of more than 10 pounds within the corporate limits of Eagle Mountain City except as provided in this article. [Ord. 99-22 §§ 1, 2].

9.10.050 “Bow” and “crossbow” defined.

For the purposes of this article,

A. “Bow” shall mean any device consisting of a flexible material with a string connecting its ends, designed to propel an arrow or similar projectile.

B. “Crossbow” shall mean a bow mounted horizontally on a stock or frame and equipped with a trigger mechanism to release the string.

9.10.0560 Discharge allowed at archery ranges.

The discharge of crossbows and bows with a pull weight of more than 10 pounds shall be limited to archery ranges expressly authorized for the practice of archery within Eagle Mountain City. [Ord. 99-22 § 3].

9.10.0670 Planning commission review of proposed archery ranges.

The planning commission of Eagle Mountain City shall review all applications for the establishment and operation of archery ranges and may recommend to the city council the approval of a suitable site for an archery range under such conditions and upon compliance with such requirements as may be established for an archery range by the Utah County sheriff’s office and the city planning commission. [Ord. 99-22 § 4].

Chapter 17.47
OUTDOOR SHOOTING AND ARCHERY RANGE OVERLAY ZONE

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D. Applicant shall provide documentation to demonstrate that such facility has been designed, and shall be operated, to contain, on-site, all projectiles and debris caused by firing ammunition resulting from the discharge of firearms, bows, crossbows, and similar projectile-launching devices.

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F. Outdoor shooting ranges and archery ranges may be exempted from commercial design standards by the city council.

G. Outdoor shooting ranges and archery ranges shall not be located within one-quarter of a mile of the wildlife corridor. [Ord. [O-04-2022](#) § 2 (Exh. A)].

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A. The range shall conform to all federal, state, and industry regulations and standards for health and safety.

B. Material and construction shall be designed and certified to capture all fired rounds and/or projectiles.

C. No ammunition or projectiles shall be permitted to be fired that exceeds the certified design specifications of the range.

D. No alcoholic beverages shall be sold, consumed, or permitted on the premises.

E. A written log of all range users shall be maintained by the range operator.

F. All archery lanes shall be equipped with backstops designed to fully stop arrows at the maximum draw weight and shooting distance proposed for the range.

G. Minors shall not be permitted on the outdoor shooting range unless accompanied by a responsible adult at all times, and at no time shall a child under the age of eight be permitted to discharge or handle firearms or crossbows on the outdoor shooting range or archery range. Children under the age of eight may be permitted to handle a bow with the supervision of a responsible adult and in accordance with USA Archery guidelines.

H. On-site supervision and monitoring shall be provided by the range operator/owner.

I. Applicant shall submit a fire mitigation and safety plan.

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Federal Bureau of Alcohol, Tobacco and Firearms (ATF), state agencies, and other regulator organizations.

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**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Corrigan Farms.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/a
APPLICANT:	Jeremiah Larsen, agent, Avenue Consultants

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park/light Industry and Agriculture	40.99

PUBLIC HEARING

Yes

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the Planning Commission forward a positive recommendation to the City Council.

BACKGROUND:

The Applicant represents the Corrigan Farms property owners and request the subject property be rezoned with the RTI Overlay Zone. The property is adjacent to the north, east, and south, to existing RTI. Property to the west is subject to Utah County zoning standards. The property is currently used by QTS as the location of their operational trailers or "trailer city."

ITEMS FOR CONSIDERATION:

Due to the property being adjacent on three sides to existing RTI, the request to rezone the Corrigan property to the RTI overlay is appropriate.

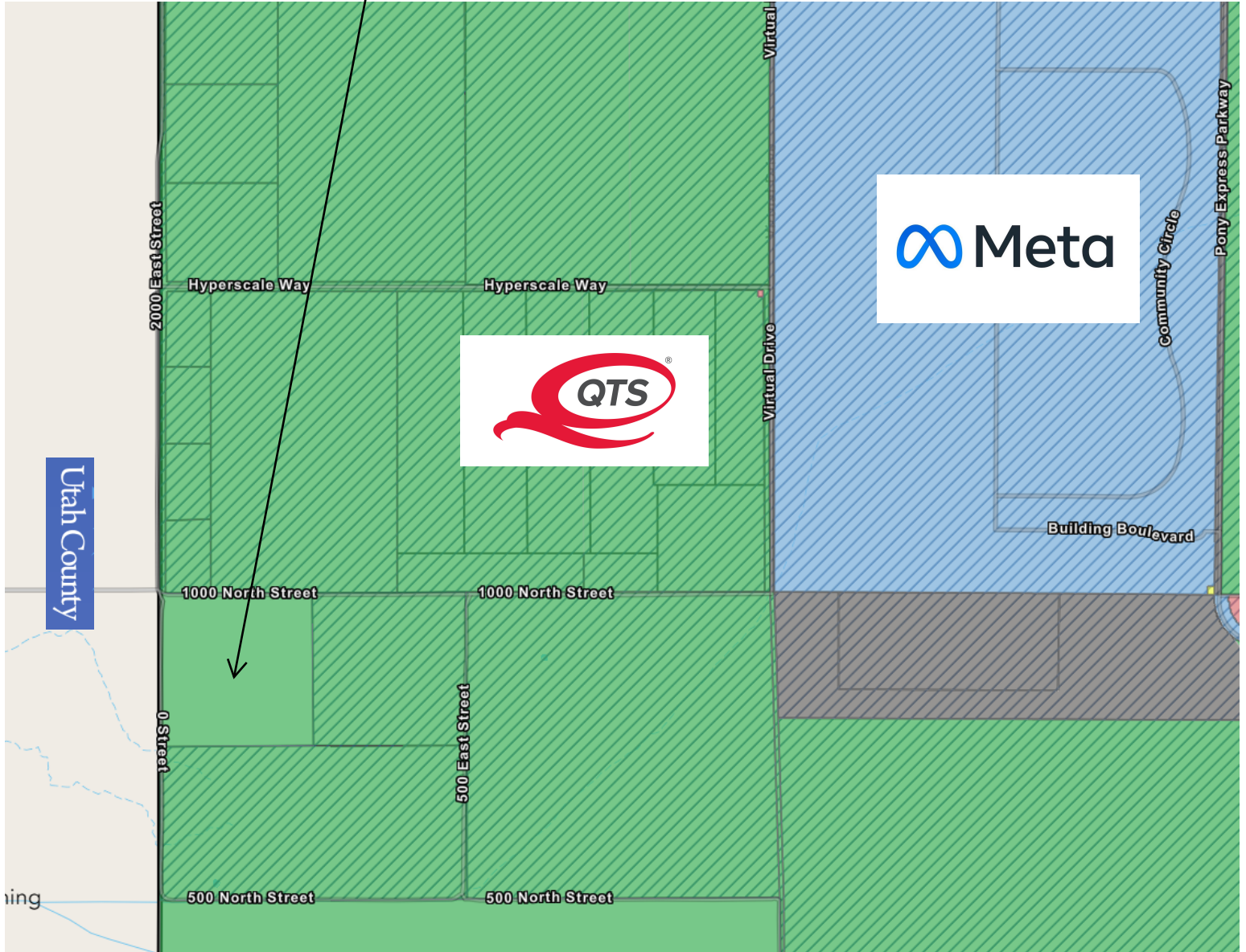
PLANNING COMMISSION ACTION/RECOMMENDATION:

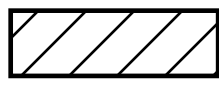
The Planning Commission shall make a recommendation to the City Council regarding this rezone request.

ATTACHMENTS:

1. Corrigan zone map and aerial

Subject Property



 RTI Overlay Zone





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2026**

TITLE:	Corrigan Farms Development Agreement
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Corrigan Farms Development Agreement - Draft

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”) by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the “City”) and _____, LLC a _____ limited liability company (together with its affiliates and their respective successors and assigns, the “Company”). The City and the Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. The Company owns certain real property consisting of approximately 40.99 acres of undeveloped land located in the City of Eagle Mountain, County of Utah, State of Utah, as more particularly described on Exhibit A hereto (the “Property”).

B. The Company has proposed to prepare the Property for multi-year, large-scale projects that may include multiple phases and owners extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), an on-site natural gas power plant with natural gas turbines and related facilities for electric and utility generation, and equipment used for the transformation, transmission, distribution and management of electricity (including substations and switch yards), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the data center(s), as well as, distribution, and transmission (collectively, the “Project”).

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and support the Project.

D. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that, among other things, (i) the Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required approvals and entitlements for the Project have been granted, (iii) subject to the terms set forth herein, the City has designed or will design and has constructed or will construct the regional public infrastructure necessary to facilitate and support the development and operation of the Project, (iv) the City Zoning Ordinance, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Property and the Project, with the exception of mutually agreed alterations, during the Term (as defined below), and (v) the City is committed to facilitate and assist the Company in the development and operation of the Project.

E. The Parties desire to expressly note that Company's strong incentive to advance the project defined and outlined hereafter is at least in part due to City's willingness to assure City's commitment to perform regardless of the current elected officials. As such the Parties wish to incorporate their understandings and the City's assurances with respect to the Project into this Agreement. The enforceability of this Agreement, its provisions, terms and conditions, being paramount to Company's incentive.

F. The City and the Company, in recognition of the scope, magnitude, and investment of this project intend that both Parties to this agreement shall be bound by the terms of this agreement, including the future performances that are outlined, inferred or defined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and agreements as contained herein; and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 "Applicable Rules" means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to Section 4.2.

1.2 "City Council" means the Municipal Council of the City.

1.3 "Code" means the Eagle Mountain Municipal Code (or any subsequent recodification of such ordinance).

1.4 "Consolidated Fee Schedule" means the City's Consolidated Fee Schedule, as amended.

1.5 "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Company by contract or otherwise.

1.6 "Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities affiliated with the Company.

1.7 "Existing Roadway" means the existing roadway as of the Effective Date and located within the municipal limits of the City.

1.8 "Existing Zoning" means the City's Agricultural Zone, with an overlay of the City's Regional Technology and Industry Overlay Zone.

1.9 "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; pandemics, labor strikes, material shortages, war, riot, insurrection, acts of terrorism; financial and/or banking crises

that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

1.10 “General Plan” means that certain Eagle Mountain City, General Plan, January 2023, or successor General Plan and Future Land Use and Transportation Map, dated as of January 18, 2022, as amended.

1.11 “GFA” means gross floor area.

1.12 “Horizontal Construction” means construction of infrastructure to be located within the City’s current or future dedicated right-of-way that is needed to connect the Project to the City’s roadways and water and sewer utilities.

1.13 “Mining Activities” means exploring for, developing, extracting, removing, processing or otherwise producing sand, gravel, metalliferous or nonmetalliferous ores, oil, gas or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure or undertake other construction activities unrelated to the sale of earth products.

1.14 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.15 “Mortgagee” means the holder of a Mortgage.

1.16 “Official Records” means the Official Records of Utah County, Utah.

1.17 “Project Approvals” means the permits, approvals, reviews, and other actions set forth on Exhibit B hereto.

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

1.19 “Taxes” means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing

districts, maintenance districts or other similar districts. Taxes do not include Impact Fees (as defined below).

1.20 “Zoning Ordinance” means that certain Title 17 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. _____ on _____, effective immediately upon adoption, which ordinance (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

ARTICLE III TAXES AND FEES

3.1 Right to Oppose. The Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

3.2 New Taxes. The City shall not during the Term recommend or support any new Taxes that are applicable solely and exclusively to the Project, the Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry. To the extent permitted by law, the City shall not (and City staff shall not propose or support any action to) amend or modify any existing Taxes that currently exclude the Property, Project or the Company from the Taxes to make them applicable to the Property, Project or the Company after the Effective Date.

3.3 Impact Fees.

(a) The Company acknowledges that the City may impose impact fees in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules. The City shall not impose any impact fees in connection with the Property, other than Culinary Water Impact Fees, Transportation Impact Fees, Sewer Impact Fees, Public Safety Impact Fees, and, solely to the extent that storm water is not retained on the Property, Storm Drain Impact Fees, each as defined in the Consolidated Fee Schedule, in amounts not to exceed the amounts in place pursuant to the Applicable Rules as of the Effective Date (collectively, the “Impact Fees”). The City shall not impose any Impact Fees in connection with the Property for the Infrastructure Improvements.

(b) The Parties acknowledge and agree that there may be certain of the Infrastructure Improvements to be required by the City and paid by the Company in accordance with this Agreement that represent “oversizing” required by the City or otherwise constitute

improvements considered to be in the nature of “System Improvements”, as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, et seq. (collectively, the “System Improvements”). In the event that the City requires Company to construct System Improvements, the City shall reimburse the Company for any and all construction costs paid by the Company for the System Improvements (collectively, the “System Reimbursement”). In the event that City requires the Company to construct System Improvements, the City shall pay the System Reimbursement to the Company in the manner agreed upon by the Parties in a separate agreement.

3.4 Building Permit and Inspection Fees. The Company acknowledges that the City will impose application fees, building permit and inspection fees, and plan check fees (together, “Building Fees”) in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules.

ARTICLE IV ENTITLEMENTS

4.1 Entitlement to Develop. The City represents to the Company that as of the Effective Date: (i) the Existing Zoning applies to the Property pursuant to the Applicable Rules; (ii) electronic data management businesses, corporate campuses, offices, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. The Company has the vested right to develop and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the Applicable Rules. Notwithstanding any other provision of this Agreement, during the Term, the City shall either (i) maintain the City's Regional Technology and Industry Overlay Zone (the “RTI Overlay Zone”) for the Property, which is included in the Existing Zoning, or (ii) allow the Property to continue to receive the benefits of, and be developed under, the Applicable Rules for the RTI Overlay Zone as if the RTI Overlay Zone for the Property remained in effect. All references in the Chapter 17.48 of the Applicable Rules to the underlying zone and underlying zoning will be to the provisions of Chapter 17.40 of the Applicable Rules (Industrial Zone), notwithstanding anything to the contrary contained in this Agreement.

4.2 Accessory Uses. The Parties recognize that the Project requires that Company be able to engage in certain accessory uses as that term is defined in the Applicable Rules that are subordinate in extent and area to the principal or main use. By recognizing the existence of certain accessory uses and delineating them, the Parties do not intend to limit Company’s ability to engage in other accessory uses. Rather, they seek to clarify that the City recognizes the Company’s ability to engage in these particular accessory uses provided that they meet the definition of an accessory use found in Section 17.10.030 of the Code. The City recognizes Company’s ability to engage in

the following accessory uses provided that they are clearly incidental to and customarily found in connection with a principal or main use, subordinate to and serving a principal or main use, subordinate in extent, area, or purpose to the principal or main use, located on the same lot as the principal or main use, and contribute to the comfort, convenience, or necessity of the business or industry of the principal or main use:

- (a) Electric and utility generation, distribution, and transmission;
- (b) Power substation facilities;
- (c) General storage facilities;
- (d) Water and sewer facilities;
- (e) Communication, broadband, fiber optic, and other private utilities;
- (f) Other accessory uses as allowed in the Applicable Rules.

4.3 Waiver of Master Development Plan Requirement. The City acknowledges and agrees that all requirements related to the approval of a master development plan under EMC Chapter 16.10 are hereby waived pursuant to EMC Section 16.10.050, and the Company has no obligation to submit any master development plan to the City. This Agreement shall satisfy all requirements under EMC Chapter 16.10.

4.4 Changes in Applicable Rules. Subject to Section 4.10 below, no addition to, or modification of, the Applicable Rules, including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual 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. The Company may elect in its sole discretion, and upon written notice to the City, to have any other changes made by the City to the Applicable Rules apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. Unless otherwise provided herein, in the event of any conflict between the express terms of this Agreement and the Applicable Rules, including, but not limited to the Code, the terms of this Agreement shall prevail. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or implied intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry. The City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Property to residential, unless such rezone is expressly conditioned on the

recognition of the vested right to develop the Project and contains protections to assure that the Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Property or (ii) allow any Mining Activities to be conducted on, under or within the Property.

4.5 Project Approvals. The City represents to the Company that the Project Approvals are the only permits, approvals, reviews and actions of the City (including any agencies, departments or other approving bodies thereof) that are required to commence and complete the development of the Project and the Infrastructure Improvements under the Applicable Rules. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Infrastructure Improvements as may be deemed necessary or desirable by the Company in its sole discretion. The City has taken all of the actions with respect to the Project Approvals indicated on Exhibit B and shall process any and all remaining Project Approvals in accordance with the timeframes set forth on Exhibit B.

4.6 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

4.7 Timeframes and Staffing for Processing and Review. To the extent reasonably possible, the City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project or the Infrastructure Improvements, provided that the Company shall be responsible for payment of any third-party fees or charges to facilitate the expedited processing of Project Approvals. The City shall assign a building inspector or contracted third-party dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project or the Infrastructure Improvements. The City acknowledges and agrees that the Project is of sufficient size to meet the minimum requirements set forth in Section 17.48.020 of the Zoning Ordinance and confirms that the City will review the Project in accordance with the special approval process set forth in Section 17.48.020 of the Zoning Ordinance.

4.8 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project or the Infrastructure Improvements. Except for actions that require public hearings or noticing periods pursuant to state law (which actions the City shall take within the minimum time periods required pursuant to state law), if the City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

4.9 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approvals, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof. Notwithstanding the foregoing, Company commits to beginning Horizontal Construction on the first Phase of the Project within three (3) years of the Effective Date. In the event that it becomes apparent to the Company that the Company will be unable to begin Horizontal Construction within three (3) years of the Effective Date, Company shall provide notice to the City in a manner compliant with Section 10.3 of this Agreement. After delivery and receipt of notice, the Parties shall meet to confer in good faith as to how to amend this provision of the Agreement in a manner that fulfills the intent of the Parties.

4.10 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Company's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1980), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-20-902(1)(a)(ii)(A). Any such proposed legislative changes affecting the vested rights of the Company shall be of general application to all development activity in the City and, unless the City declares an emergency, the Company shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

4.11 Easement Assistance. Company shall exercise reasonable efforts to secure any necessary utility and similar easements or other related property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the Project. To the extent that Company's efforts are unsuccessful, the City may, in its sole discretion, consider using its eminent domain authority to the extent allowed by local, state, and federal law to obtain such necessary easements at Company's expense. Nothing in this Section shall be construed to obligate the City to exercise such power. Company acknowledges that it is its responsibility to acquire, plan, survey, and dedicate the necessary easements, rights-of-way, etc. to the City free of any and all encumbrances. If Rocky Mountain Power and/or the Company should need to acquire any easements to support Overhead Power Lines in connection with the development of the Project, the City shall cooperate with Rocky Mountain Power and/or the Company in good faith to support the acquisition of such easements.

4.12 Municipal Services. The City shall provide all city services to the Property that it provides to similarly situated properties within the City including, without limitation, law enforcement, fire, and other emergency services. Such services shall be provided to the Property at the same or better levels of service, terms, and rates as provided to other similarly situated properties in the City.

ARTICLE V INFRASTRUCTURE IMPROVEMENTS

5.1 Sewer Improvements. The Parties acknowledge that sewer infrastructure capable of meeting the needs of the Project (the “Sewer Improvements”) must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property. As a result, the Company shall commence and thereafter use diligent efforts to complete the design and construction of certain improvements to the City’s existing sewer infrastructure. The precise Sewer Improvements necessary to make the Project successful are not known at this time, but will be established through later modeling. The modeling for the Sewer Improvements shall contemplate conveying the wastewater directly to the City’s wastewater treatment plant or to an existing lift station. If the City is not satisfied with the modeling presented by the Company, the City may require any changes it reasonably determines are necessary to meet the needs of the City that are consistent with the needs of the Project. Company would be financially responsible for all costs associated with the Sewer Improvements, including without limitation any upgrades to any lift stations that would be receiving and/or conveying any wastewater. All wastewater effluent must meet City requirements and a water quality report on the wastewater effluent shall be provided to and approved by the City prior to the approval of the Sewer Improvements. Additionally, City may reasonably request or require Company to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City’s current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Company for the Reimbursable Costs.

5.2 Roadway Improvements.

(a) The Parties acknowledge that public roadways providing direct access to the Project must exist and remain adequately maintained to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property. The Company shall commence and thereafter use diligent efforts to complete the design and construction of an expansion and extension of the Existing Roadway and any existing municipal utilities located therein (as more particularly described and shown on Exhibit C, the “Roadway Expansion”) in accordance with this Agreement.

(b) On the Roadway Expansion of the portion of the Property depicted in Exhibit C, the Company shall acquire and dedicate sufficient land so that the portion of 1000 North abutting the Property shall include thirty-eight and one-half (38 ½) feet of right-of-way and construct in accordance with the City’s adopted standards a half road width of a minor collector road plus four (4) additional feet of asphalt up to a total of twenty-four (24) feet of asphalt for that portion of the Roadway Expansion.

(c) The City acknowledges that the Company will need to rely solely on the Existing Roadway and the Roadway Expansion for access to the Property, including during construction of the Project, and without such access, the Company would be unable to locate the Project on the Property. The City shall not abandon, vacate or close any existing city roadways necessary to provide access to the Property, unless the City first provides reasonable alternative access to the Property. In addition, the City shall make reasonable efforts to ensure that routine maintenance and construction on roadways that serve as the only public access to the Property are done in a manner as to not unreasonably restrict or delay access to the Property.

(d) Subject to the terms of this Agreement that identify specific contemplated roadway expansions that are or may become an internal road, the City acknowledges and agrees that the Company has the right in its sole discretion to determine where any internal roads may bisect or bifurcate the Property.

(e) The Company acknowledges and agrees that the City has invested significant funds to construct transportation infrastructure that the Company will utilize in conjunction with the construction of the Project, and that traffic during construction will require the City to expend significant funds for maintenance of the City's transportation infrastructure. For example, the City anticipates that the City will be required to resurface and rehabilitate City roads to the Property to accommodate construction traffic. In order to compensate the City for maintenance and repairs that will be necessitated by the Project, the Company shall reimburse the City for actual costs incurred for road maintenance that benefits the Project (each a "Road Maintenance Reimbursement" or collectively, the "Road Maintenance Reimbursements"). The City shall be entitled to submit reimbursement requests for road construction, maintenance and repair costs associated with the Project. The City shall also be entitled to submit reimbursement requests for any road construction, maintenance or repair costs that are reasonably related to or are reasonably for the benefit of the Project and that were incurred by the City in the twenty-four (24) months prior to the start of construction of the Project and during the construction of the Project.

During the reimbursement periods above, the City shall send the Company an invoice for the Road Maintenance Reimbursement (the "Road Maintenance Reimbursement Invoice") on a quarterly basis which shall identify the City's unreimbursed actual and necessary costs for road repair and maintenance related to the Project. The Company shall have thirty (30) days after receiving the Road Maintenance Reimbursement Invoice to pay the Road Maintenance Reimbursement Invoice. The City shall regularly consult with the Company regarding the timing and scope of road maintenance for which the City may seek reimbursement through the Road Maintenance Reimbursements to ensure that the road maintenance is coordinated with the Company and does not interfere with the development of the Project including any portion thereof.

5.3 Water.

(a) The Parties acknowledge that water infrastructure capable of meeting the needs of the Project (the "Water Improvements") must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property. The precise Water Improvements necessary to make the Project successful are not known at this time, but will be established through later modeling. Notwithstanding the foregoing, it is anticipated that the water line servicing the Project will run

east-west along 1000 North and connect to a trunk line on Virtual Drive. If the City is not satisfied with the modeling presented by the Company, the City may require any changes it reasonably determines are necessary to meet the needs of the City that are consistent with the needs of the Project. Additionally, City may reasonably request or require Company to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Company for the Reimbursable Costs.

(b) Company agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall dedicate water rights to the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied.

5.4 Natural Gas. The Parties acknowledge that natural gas infrastructure capable of meeting the needs of the Project (the "Natural Gas Improvements") must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property (the "Natural Gas Improvements," collectively with the "Water Improvements," the "Roadway Expansion," and the "Sewer Improvements" constitute the "Infrastructure Improvements"). Company is responsible for all Natural Gas Improvements. Company shall obtain any and all easements necessary for the Natural Gas Improvements in accordance with Section 4.11. Company may petition the City to grant an easement in the public right-of-way for the Natural Gas Improvements, which City may, in its sole discretion, grant or deny. Any easement that the City grants shall be conveyed through a separate agreement and be subject to the terms thereof.

5.5 Power. The Company may, or cause Rocky Mountain Power to, construct and maintain above-ground distribution and transmission power lines and structures in connection with the development of the Project (collectively, the "Overhead Power Lines"), without obtaining any variance or further documentation from the City. The City acknowledges and agrees that no variance is required for the Overhead Power Lines because the Overhead Power Lines are permitted under the Applicable Rules due to the temporary nature of the Overhead Power Lines. If Rocky Mountain Power and/or the Company should need to acquire any easements to support Overhead Power Lines in connection with the development of the Project, the City shall cooperate with Rocky Mountain Power and/or the Company in good faith to support the acquisition of such easements.

5.6 Fiber Service. At no cost to the Company, the City hereby grants to the Company in perpetuity, privilege and authority to construct, maintain, operate, upgrade and relocate a dedicated fiber network, including underground conduits and structures, for fiber service to the Property in, under, along and through the present and future streets, alleys, public utility easements and public ways and public places (collectively, the "Public Ways"). The right to use and occupy the Public Ways shall be non-exclusive, and the City reserves the right to use the Public Ways for itself or any other entity that provides service to residences within the municipal limits of the City. The Company shall, prior to commencing new construction in the Public Ways ("Public Ways

Construction”), submit to the City an application (a “Public Ways Application”) for a permit (a “Public Ways Permit”) for such Public Ways Construction. The City shall review and approve any Public Ways Application and issue the applicable Public Ways Permit as part of the Project Approvals in accordance with this Agreement and in any case within ten (10) days following submission of such Public Ways Application, and the City shall not unreasonably condition, delay or deny any Public Ways Permit. In performing Public Ways Construction, the Company will abide by the Applicable Rules, and the City may reasonably inspect the manner of such Public Ways Construction to assure compliance with the Applicable Rules. If, during the course of Public Ways Construction, the Company, or any contractor or entity working on behalf of the Company to install the fiber network, causes damage to or alters the Public Ways or public property in a manner not permitted hereunder, the Company shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore such damaged or altered property in as good a condition as existed before such Public Ways Construction commenced. Notwithstanding anything to the contrary contained in Section 9.1, if the Company fails to cure a default of its obligations under this Section 5.5 within the applicable cure period under Section 9.1, then (i) the City’s sole and exclusive remedy under this Agreement shall be to seek damages from the Company, subject to Section 9.3, or specific performance of the Company’s obligations under this Section 5.6, and (ii) the City shall not have the right to terminate this Agreement as the result of any default by the Company of its obligations under this Section 5.6.

ARTICLE VI MORTGAGES

6.1 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company’s request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not unreasonably withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

6.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

6.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

6.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion

of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 7.4.

ARTICLE VII TERM

The term of this Agreement (the “Term”) shall commence on the Effective Date and continue for a period of twenty (20) years. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

ARTICLE VIII THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all Construction Costs have been incurred and paid by the City (if true), and the amount of all Construction Costs incurred and paid by the City; (vi) that all Construction Costs have been reimbursed by the Company to the City (if true), and the amount of any and all Construction Costs reimbursed by the Company to the City (and any other amounts paid by the Company to the City for the Infrastructure Improvements); (vii) the matters required to be recorded by the City; and (viii) any other factual matters reasonably requested (an “Estoppel Certificate”). The City Administrator, or such other person(s) authorized by the City Council may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

8.2 No Third-Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE IX DEFAULT AND REMEDIES

9.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than sixty (60) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such

extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. Without limiting Section 6.3, if the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

9.2 The Company's Additional Remedies Upon Default by the City. The Company's sole and exclusive remedy under this Agreement for a default by the City shall be specific performance of the rights granted in this Agreement and the City's obligations under this Agreement.

9.3 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

ARTICLE X MISCELLANEOUS

10.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. The occurrence of a Force Majeure Event shall not cause any change to or extension of the Construction Schedule, or any portion thereof, or extend the deadlines, milestones or other dates set forth therein.

10.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

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

Company:

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10.4 Assignment. The Company may assign its rights and obligations under this Agreement to any affiliate Controlling Entity that controls, is controlled by or is under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder). If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the assignee shall assume those rights and obligations and the Company shall be relieved of all of its covenants, commitments and obligations hereunder.

10.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. The Company shall record in the Official Records a memorandum of this Agreement in a form acceptable to the City and the Company setting forth the existence of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, (i.e. interlocal agreements, participation agreements, etc.) contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Property from time to time as set forth herein no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

10.7 Waivers. The failure to enforce any provision of this Agreement shall not constitute a waiver. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

10.8 Amendments. This Agreement may be amended only in writing signed by the Parties hereto. The City may approve amendments administratively that are of a non-substantive, clarifying nature or that do not substantially affect the rights of the Parties. All other amendments require City Council approval. The City, after good faith consultation with the Company, shall determine which amendments qualify for administrative approval.

10.9 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.

10.10 Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

10.11 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

10.12 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Utah. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day.

10.13 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.14 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, all building plans, building diagrams, business projections, non-public

financial information, and operating data related to the Company, including, but not limited to water utilization rates shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

10.15 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 10.15 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

10.16 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A BENCH TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

CITY:

EAGLE MOUNTAIN CITY,
a municipal corporation of the State of Utah

Jared Gray, Mayor

ATTEST:

City Recorder

APPROVED TO FORM:

City Attorney

COMPANY:

LLC,
a limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY

EXHIBIT B
PROJECT APPROVALS

Complete Approvals

1. City Council Adoption of Ordinance [O-XX-2026 on XX, 2026] approving this agreement

Remaining Project Approvals

1. Development Review Committee (DRC) approval of the RTI (Regional Technology and Industry) Site Plan; approvals for each building, including construction plans and documents.
2. Administrative approval of any subdivision plats that are in line with the RTI Site Plan and uses outlined in this agreement.
3. City Engineer approval of a grading and excavation permit for work on the project site within ten (10) Business Days following submission of an application.
4. Building permit(s)
5. Building inspections and on-site facility inspections
6. Construction permit(s) for off-site utilities/facilities.
7. Inspections for off-site utilities/facilities.
8. Permit for off-site fiber
9. Storm Water Pollution Prevention Plan (SWPPP) permit(s)
10. Traffic Control plan

EXHIBIT C
ROADWAY EXPANSION

