



EAGLE MOUNTAIN CITY COUNCIL MEETING

August 16, 2022, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B UPDATE - Eagle Mountain 2022 Resident Survey Results

1.C PRESENTATION - Utah Valley Chamber of Commerce - Curtis Blair

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. BID AWARDS

- 9.A [White Hills Well Test Pumping- Rhino Pumps LLC](#)

10. BOND RELEASES

- 10.A Eagle Point Phase G, Plat 3 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.B Oquirrh Mountain Ranch Phase A, Plat 2 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.C Brandon Park Phase A, Plat 11 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.D Brandon Park Phase A, Plat 12 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.E Skyline Ridge Phase 2, Plat 3 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)

11. CHANGE ORDERS

- 11.A [Cory B. Wride Memorial Park Phase 2 Change Order #5 - Kenny Seng Construction](#)

12. MINUTES

- 12.A July 19, 2022 Minutes - Regular City Council Meeting
[07.19.2022 City Council Minutes - DRAFT](#)

13. PRELIMINARY PLATS & SITE PLANS

- 13.A [SITE PLAN & PRELIMINARY PLAT - Parkway Fields Phase C](#)
[Vicinity Map](#)
[MDA Zoning Map](#)
[Preliminary Plat](#)
[Landscape and Open Space Plans & Worksheet](#)
[Parkway Fields Townhome Elevations](#)
[Ault Farms MDA](#)
[Ault Farms MDA Exhibits](#)

SCHEDULED ITEMS

14. EAGLE HEIGHTS VILLAGE

- 14.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Heights Village Master Development Plan.](#)

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed applications include an amendment to the Eagle Heights Village Master Development Plan, an amended and restated Master Development Agreement, and an amended Preliminary Plat. The applicant wishes to develop 98 single-family detached units and 40 twin-home (i.e., two-unit townhouse) units in lieu of the approved 138 duplex units on Utah County Parcel Number 59:018:0047. The City Council is already familiar with the proposal from previous presentations by the applicant.

[ORD--Eagle Heights Village MDP 1st Amendment](#)

[Exhibit--MDP](#)

[Vicinity Map & Former Site Plan](#)

[Presentation Summary Eagle Heights 06.24.2022](#)

[Eagle Heights Village DA draft edits.pdf](#)

[1st Amendment Eagle Heights Village MDA 07.29.2022](#)

- 14.B [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Eagle Heights Village Master Development Agreement.](#)

[RES--Amended and Restated Eagle Heights Village Master Development Agreement](#)

[Amended & Restated Eagle Heights Village MDA 07.29.2022](#)

- 14.C [MOTION - Amended Preliminary Plat](#)

15. CITY COUNCIL/MAYOR'S BUSINESS

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

16. CITY COUNCIL BOARD LIAISON REPORTS

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

17. COMMUNICATION ITEMS

- 17.A Upcoming Agenda Items
[CI--Upcoming Agenda Items](#)

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 11th day of August, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 16, 2022**

TITLE:	White Hills Well Test Pumping- Rhino Pumps LLC		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$66,356.66		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommendation is to award the bid to Rhino in the amount of \$66,356.66.

BACKGROUND:

City staff solicited proposals from qualified individuals to test pump the White Hills wells in preparation to design an upgraded motor and pump system intended to increase the capacity of the existing wells. This will be a requirement from Division of Drinking Water prior to approving any system upgrades. The City previously solicited bids with Wittison Turbine being the sole bid submitted for \$68,420. However, Wittison was unable to complete the work and the City decided to re-bid the project.

Rhino: \$66,356.66

KP Ventures Well Drilling: \$128,000

Staff recommendation is to award the bid to Rhino in the amount of \$66,356.66.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



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

Monday, August 8, 2022

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

SUBJECT: Eagle Point phase "G" plat 3 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Eagle Point phase G plat 3 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 225,216.80
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 173,825.93
Amount Remaining in Bond:	\$ 51,390.87

Bond Releases Summary	
#1	\$ 173,825.93
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 173,825.93

8/8/2022

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SWPPP										
a	Swppp	1	0.5	LS	\$3,000.00	\$1,500.00	0	1	50%	\$1,500.00	\$1,500.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	45798	45798	SF	\$1.20	\$54,957.60	0	45798	100%	\$54,957.60	\$54,957.60
b	6 inch Road base(also behind curb)	55047	27523.5	SF	\$0.55	\$15,137.93	0	55047	50%	\$15,137.93	\$15,137.93
c	9 inch sub-base(e-fill)9behind curb)	55047	0	SF	\$0.75	\$0.00	0	55047	100%	\$0.00	\$0.00
d	30" curb & gutter	3083	0	LF	\$21.00	\$0.00	0	3083	100%	\$0.00	\$0.00
e	8' Sidewalk	3033	3033	LF	\$21.00	\$63,693.00	0	3033	100%	\$63,693.00	\$63,693.00
f	8' multiuse path	305	305	LF	\$36.00	\$10,980.00	0	305	100%	\$10,980.00	\$10,980.00
g	Street signs	2	2	EA	\$200.00	\$400.00	0	2	100%	\$400.00	\$400.00
h	Slop signs	2	2	EA	\$200.00	\$400.00	0	2	100%	\$400.00	\$400.00
i	ADA access ramps	4	4	EA	\$650.00	\$2,600.00	0	4	100%	\$2,600.00	\$2,600.00
3	CULINARY WATER										
a	8" culinary water c-900 w/fittings	1633	163.3	LF	\$28.00	\$4,572.40	0	1633	90%	\$4,572.40	\$4,572.40
b	Fire Hydrant	4	0.4	EA	\$4,200.00	\$1,680.00	0	4	90%	\$1,680.00	\$1,680.00
c	8" gate valves	6	0.6	EA	\$1,400.00	\$840.00	0	6	90%	\$840.00	\$840.00
d	connect to existing water	2	0.2	EA	\$1,400.00	\$280.00	0	2	90%	\$280.00	\$280.00
e	3/4" water service	42	4.2	EA	\$1,100.00	\$4,620.00	0	42	90%	\$4,620.00	\$4,620.00
f	2" blow off	2	0.2	EA	\$1,000.00	\$200.00	0	2	90%	\$200.00	\$200.00
4	STORM DRAIN										
a	15" storm drain	334	33.4	LF	\$25.00	\$835.00	0	334	90%	\$835.00	\$835.00
b	18" storm drain	230	23	LF	\$30.00	\$690.00	0	230	90%	\$690.00	\$690.00
c	Combo box	1	0.1	EA	\$3,100.00	\$310.00	0	1	90%	\$310.00	\$310.00
d	Inlet box	1	0.1	EA	\$1,500.00	\$150.00	0	1	90%	\$150.00	\$150.00
e	Calch basin	6	0.6	EA	\$2,300.00	\$1,380.00	0	6	90%	\$1,380.00	\$1,380.00
5	SEWER										
a	8" Sewer pipe	1650	165	LF	\$26.00	\$4,290.00	0	1650	90%	\$4,290.00	\$4,290.00
b	4" sewer laterals	46	4.6	EA	\$650.00	\$2,990.00	0	46	90%	\$2,990.00	\$2,990.00
c	60" sewer manhole	1	0.1	EA	\$2,800.00	\$280.00	0	1	90%	\$280.00	\$280.00
d	48" sewer manholes	4	0.4	EA	\$2,600.00	\$1,040.00	0	4	90%	\$1,040.00	\$1,040.00
TOTAL CONSTRUCTION COST						\$173,825.93					
Original 10% Bond Coverage						\$51,390.87					
TOTAL BOND AMOUNT:						\$225,216.80					
							Released this Period			\$173,825.93	

Christopher T. Trusty P.E.
Engineering Director

8/9/22
Date

Robert Ballif
Engineering Tech. 1

8/8/22
Date

[illegible]

Sec. 7, T¹S, R¹W T¹O³S
(Parcel B, Eagle Point Phosphate)
GT



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

Wednesday, July 20, 2022

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

SUBJECT: Oquirrh Mountain Ranch phase "A" plat 2 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Oquirrh Mountain Ranch phase "A" plat 2
Reduced
Revised

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

1st Bond Release	
Original Bond Amount:	\$ 21,107.50
Previous Release Amount:	\$ 400.00
Amount to Release this Period:	\$ 840.00
Amount Remaining in Bond:	\$ 19,867.50

Bond Releases Summary	
#1	\$ 840.00
#2	\$ 400.00
#3	\$ -
#4	\$ -
TOTAL	\$ 1,240.00

7/20/2022

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0	LS	\$3,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Construction entrance	1	0	LS	\$1,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	50900	0	SF	\$0.59	\$0.00	0	0	100%	\$0.00	\$0.00
b	6 inch Road base(1' behind curb)	60600	0	SF	\$0.59	\$0.00	0	0	100%	\$0.00	\$0.00
c	9 inch sub-base(e-fill)(1' behind curb)	60600	0	SF	\$0.74	\$0.00	0	0	100%	\$0.00	\$0.00
d	30" curb & gutter/curb island	2894	0	LF	\$25.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	4" asphalt (Pony Express widening)	1643	0	SF	\$1.40	\$0.00	0	0	100%	\$0.00	\$0.00
f	8" Road base (Pony Express widening)	1986	0	SF	\$0.65	\$0.00	0	0	100%	\$0.00	\$0.00
g	14" subbase (Pony Express widening)	1986	0	LS	\$2,620.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	4" sidewalk w/flatwork prep. & base	510	0	LF	\$21.00	\$0.00	0	0	100%	\$0.00	\$0.00
i	5" sidewalk w/flatwork prep. & base	1053	0	LF	\$18.50	\$0.00	0	0	100%	\$0.00	\$0.00
j	6" sidewalk w/flatwork prep. & base	897	0	LF	\$28.00	\$0.00	0	0	100%	\$0.00	\$0.00
k	Stop signs	3	1	EA	\$200.00	\$200.00	3	0	100%	\$0.00	\$200.00
l	Street signs	2	1	EA	\$200.00	\$200.00	2	0	100%	\$0.00	\$200.00
m	Street lights	4	0	EA	\$1,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
n	ADA access ramps for trail	8	0	EA	\$778.00	\$0.00	0	0	100%	\$0.00	\$0.00
o	Formed curb	1	0	LS	\$3,875.00	\$0.00	0	0	100%	\$0.00	\$0.00
p	Curb tie ins	1	0	LS	\$900.00	\$0.00	0	0	100%	\$0.00	\$0.00
3	CULINARY WATER										
a	8" culinary water c-900	1425	0	LF	\$28.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Fire Hydrant	4	0.2	EA	\$4,200.00	\$840.00	0	4	100%	\$840.00	\$840.00
c	8" gate valves/collar	9	0	EA	\$200.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	1.5" Water service irrigation	1	0	EA	\$2,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	3/4 inch water service	10	0	EA	\$1,100.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	2" service to church	2	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Stub & plug w/temp. 2" blow off w/valve	3	0	EA	\$1,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	STORM DRAIN										
a	18" RCP backfill & bedding	162	0	LF	\$30.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	15" RCP backfill & bedding	146	0	LF	\$25.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	60" manhole/collar	1	0	EA	\$400.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	2'x3' catch basin	4	0	EA	\$2,300.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	3'x6' combo box	1	0	EA	\$3,100.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Drain box tie ins	1	0	LS	\$3,600.00	\$0.00	0	0	100%	\$0.00	\$0.00
5	SEWER										
a	8" Sewer pipe backfill & bedding	243	0	LF	\$26.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	60" Sewer manhole/collars	1	0	EA	\$400.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	48" Sewer manhole	2	0	EA	\$400.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	4" service	11	0	EA	\$650.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$1,240.00					
Original 10% Bond Coverage revised						\$19,867.50					
TOTAL BOND AMOUNT:						\$21,107.50				Released this Period	\$840.00

Christopher T. Trusty P.E.
Engineering Director

7/18/22
Date

Robert Ballif
Engineering Tech 1.

7/20/22
Date

OQUIRRH MOUNTAIN RANCH PHASE A, PLAT 2

CURVE TABLE

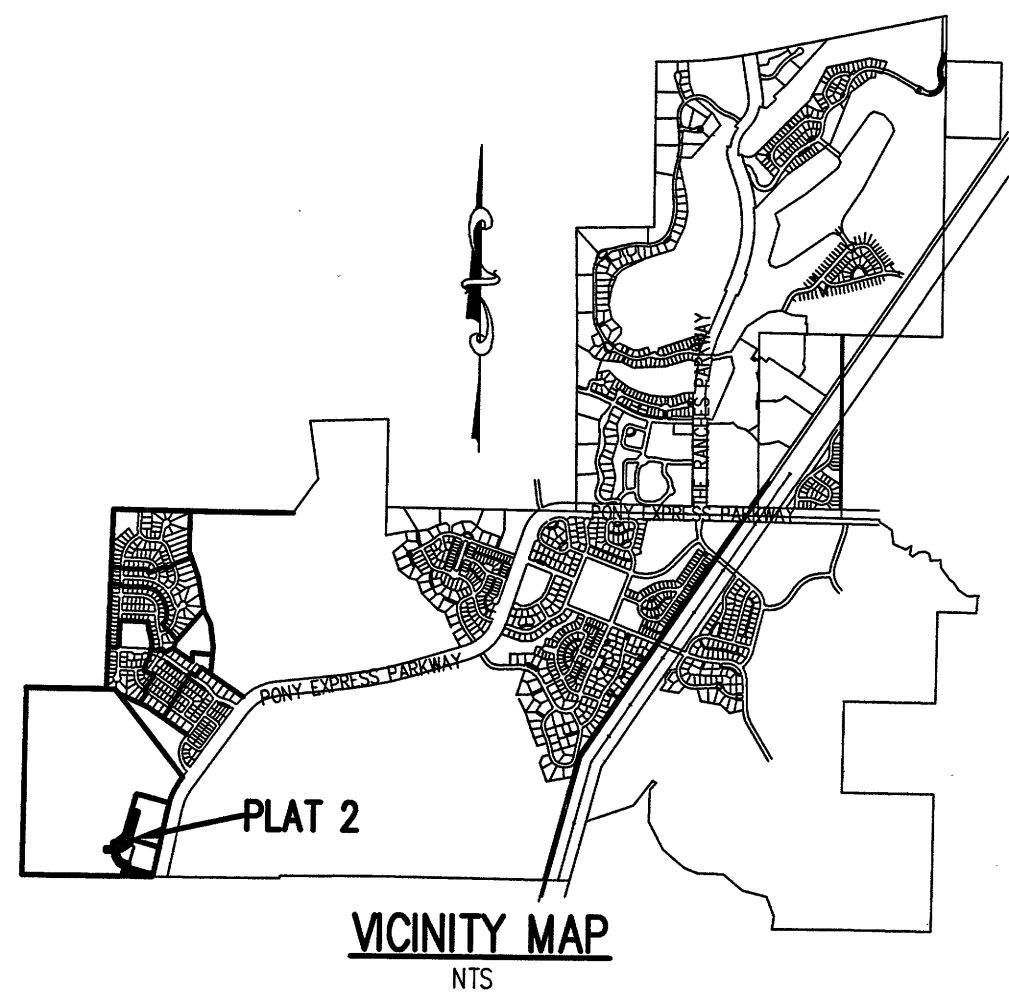
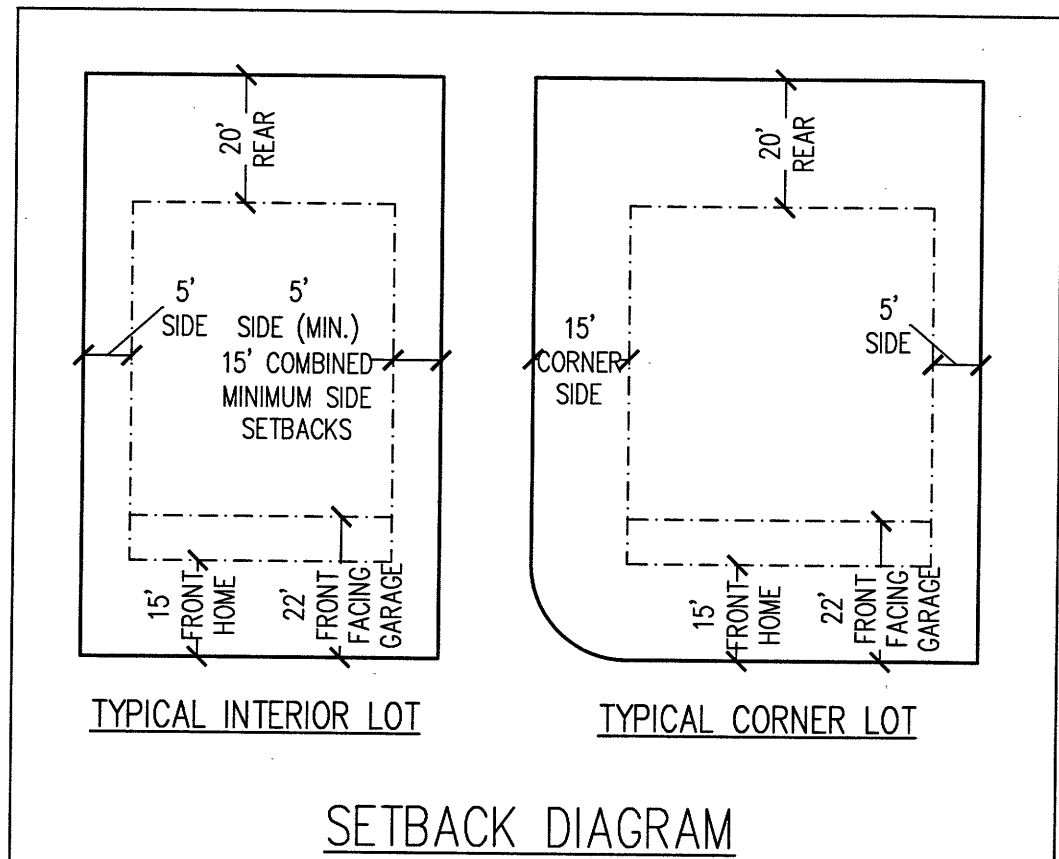
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	230.00	38.49	9°35'15"	38.44	N 69°15'31" W
C2	15.00	18.83	71°54'57"	17.62	S 79°34'38" W
C3	15.00	24.76	94°33'39"	22.04	S 2°40'49" E
C4	230.00	159.70	39°47'11"	156.51	N 24°42'30" W
C5	15.00	22.20	84°47'52"	20.23	N 47°12'55" W
C6	15.00	24.92	95°12'8"	22.15	N 42°47'5" E
C7	274.50	57.12	11°55'22"	57.02	S 21°40'41" W
C8	325.50	283.77	49°56'59"	274.87	S 52°36'52" W
C9	15.00	21.57	82°24'20"	19.76	S 36°23'11" W
C10	170.00	206.11	69°28'11"	193.72	S 39°32'59" E
C11	330.00	87.07	15°7'3"	86.82	S 81°50'31" E
C12	230.00	0.93	0°13'51"	0.93	N 74°10'4" W
C13	200.00	66.42	19°13'57"	66.11	N 64°48'11" W
C14	150.00	30.00	11°27'35"	29.95	S 40°28'25" E
C15	300.00	27.24	5°12'8"	27.23	N 87°47'5" E
C16	15.00	26.18	99°59'10"	22.98	S 54°48'34" E
C17	274.50	80.12	16°43'22"	79.83	N 66°50'10" E
C18	274.50	80.92	16°53'27"	80.63	N 50°1'45" E
C19	274.50	66.81	13°56'40"	66.64	N 34°36'42" E
C20	274.50	19.09	3°59'5"	19.09	N 25°38'50" E
C21	274.50	38.03	7°56'17"	38.00	N 19°41'9" E
C22	274.50	227.85	47°33'29"	221.36	S 51°25'6" W
C23	300.00	301.30	57°32'39"	288.80	S 56°24'42" W

PLAT 2 TABULATIONS

TOTAL ACREAGE:	3.3814 ACRES
BUILDABLE ACREAGE:	3.3814 ACRES
TOTAL ACREAGE IN LOTS:	1.38 ACRES
TOTAL R.O.W. AREA:	1.09 ACRES
TOTAL OPEN SPACE:	0.91 ACRES
TOTAL IMPROVED OPEN SPACE:	0.91 ACRES
LARGEST LOT SIZE:	7,770 SF/0.18 ACRES
SMALLEST LOT SIZE:	5,473 SF/0.13 ACRES
AVERAGE LOT SIZE:	6,002 SF/0.14 ACRES
OVERALL DENSITY:	2.96 LOTS/ACRE
TOTAL # OF SINGLE FAMILY LOTS:	10 LOTS

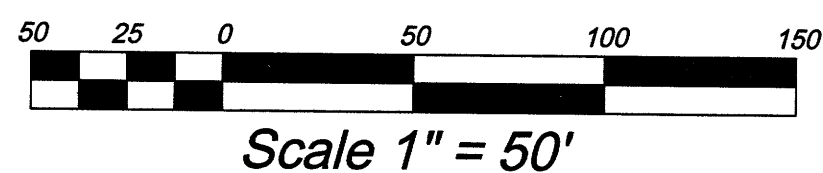
NOTES:

- ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SETBACKS: FRONT=15'
REAR=20'
SIDE=15' TOTAL (MIN. 5' ON ONE SIDE)
CORNER LOTS=15' ON FRONT AND CORNER SIDE
- ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
- ALL PUBLIC UTILITY EASEMENTS (PUE) ARE ALSO CONSIDERED DRAINAGE EASEMENTS.



FIRE NOTE:

FOUR (4) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.



DOMINION ENERGY

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

Approved this 22 day of August, 2019

Dominion Energy

By: [Signature]

Title: President

ROCKY MOUNTAIN POWER

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

ROCKY MOUNTAIN POWER

DATE

DIRECT COMMUNICATIONS

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

DIRECT COMMUNICATIONS

DATE

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

AUG. 21, 2019

DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS SOUTH 89°36'51" EAST 1449.00 FEET ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 15°43'00" EAST, A DISTANCE OF 149.35 FEET; THENCE ALONG THE ARC OF A 230.00 FEET CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°35'15" FOR 38.49 FEET (CHORD BEARS NORTH 69°15'31" WEST 38.44 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 71°54'57"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 18.83 FEET (CHORD BEARS SOUTH 79°34'38" WEST 17.62 FEET); THENCE NORTH 2°40'49" EAST, A DISTANCE OF 24.76 FEET (CHORD BEARS NORTH 02°40'49" EAST 22.04 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 39°47'11"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 159.70 FEET (CHORD BEARS NORTH 24°42'30" WEST 156.51 FEET); THENCE NORTH 47°12'55" WEST, A DISTANCE OF 0.11 FEET; THENCE ALONG THE ARC OF A 15.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°47'52" FOR 22.20 FEET (CHORD BEARS NORTH 47°12'55" WEST 20.23 FEET); THENCE NORTH 42°47'5" WEST, A DISTANCE OF 22.15 FEET; THENCE NORTH 21°40'41" WEST, A DISTANCE OF 57.02 FEET (CHORD BEARS NORTH 02°40'49" EAST 22.04 FEET); THENCE ALONG THE ARC OF A 15.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95°12'8" FOR 24.92 FEET (CHORD BEARS NORTH 42°47'5" WEST 22.15 FEET); THENCE NORTH 04°48'34" EAST, A DISTANCE OF 54.48 FEET; THENCE NORTH 89°36'51" WEST, A DISTANCE OF 98.28 FEET; THENCE NORTH 00°23'09" EAST, A DISTANCE OF 53.00 FEET; THENCE NORTH 89°36'51" EAST, A DISTANCE OF 90.72 FEET; THENCE ALONG THE ARC OF A 15.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95°12'08" FOR 24.92 FEET (CHORD BEARS NORTH 42°47'5" WEST 22.15 FEET); THENCE NORTH 04°48'59" WEST, A DISTANCE OF 62.40 FEET; THENCE NORTH 66°06'46" EAST, A DISTANCE OF 63.48 FEET; THENCE NORTH 51°47'47" EAST, A DISTANCE OF 139.76 FEET; THENCE NORTH 20°21'5" EAST, A DISTANCE OF 55.16 FEET; THENCE NORTH 15°43'00" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 74°17'00" EAST, A DISTANCE OF 99.50 FEET; THENCE SOUTH 15°43'00" WEST, A DISTANCE OF 347.08 FEET; THENCE ALONG THE ARC OF A 274.50 FEET CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°56'59" FOR 283.77 FEET (CHORD BEARS SOUTH 52°36'52" WEST 274.87 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 82°24'20"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 21.57 FEET (CHORD BEARS SOUTH 36°23'11" WEST 19.76 FEET); THENCE SOUTH 04°48'59" EAST, A DISTANCE OF 1.41 FEET; THENCE ALONG THE ARC OF A 170.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 69°28'01" FOR 206.11 FEET (CHORD BEARS SOUTH 39°32'59" EAST 193.72 FEET); THENCE SOUTH 74°17'00" EAST, A DISTANCE OF 50.27 FEET; THENCE SOUTH 15°43'11" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 74°17'00" EAST, A DISTANCE OF 260.04 FEET; THENCE ALONG THE ARC OF A 330.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°07'03" FOR 87.07 FEET (CHORD BEARS SOUTH 81°50'31" EAST 86.82 FEET); THENCE SOUTH 74°10'12" EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 11°59'43" WEST, A DISTANCE OF 41.49 FEET; THENCE NORTH 89°36'51" WEST, A DISTANCE OF 451.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 147,294.29 SQUARE FEET OR 3.3814 ACRES, MORE OR LESS.

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER

D. RIAN KENT

AUTHORIZED SIGNATURE(S)

[Signature]

ACKNOWLEDGMENT

On the 22 day of August, 2019, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 1/17/2020

686717

COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE

[Signature]

PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 20 DAY OF August, 2019

APPROVED BY MAYOR

[Signature]

APPROVED BY ENGINEER (SEE SEAL BELOW)

APPROVED BY CITY ATTORNEY

[Signature]

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 2

OQUIRRH MOUNTAIN RANCH PHASE A

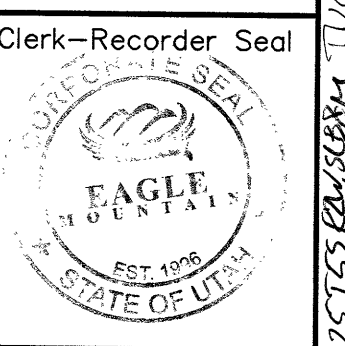
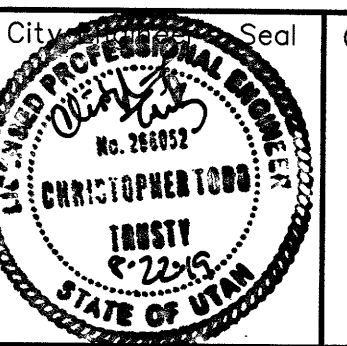
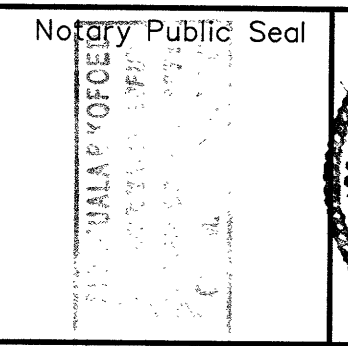
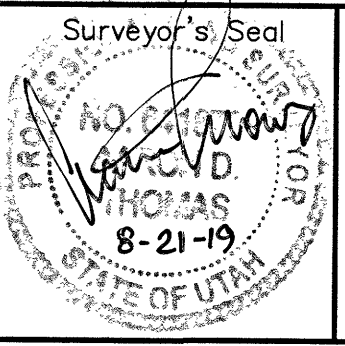
SUBDIVISION

LOCATED IN THE SE CORNER OF SEC 25, TOWNSHIP 5S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY

UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET





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

Monday, August 8, 2022

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

SUBJECT: Brandon Park phase "A" plat 11 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



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

Monday, August 8, 2022

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

SUBJECT: Brandon Park phase "A" plat 12 out of warranty Bond Release

City Recorder:

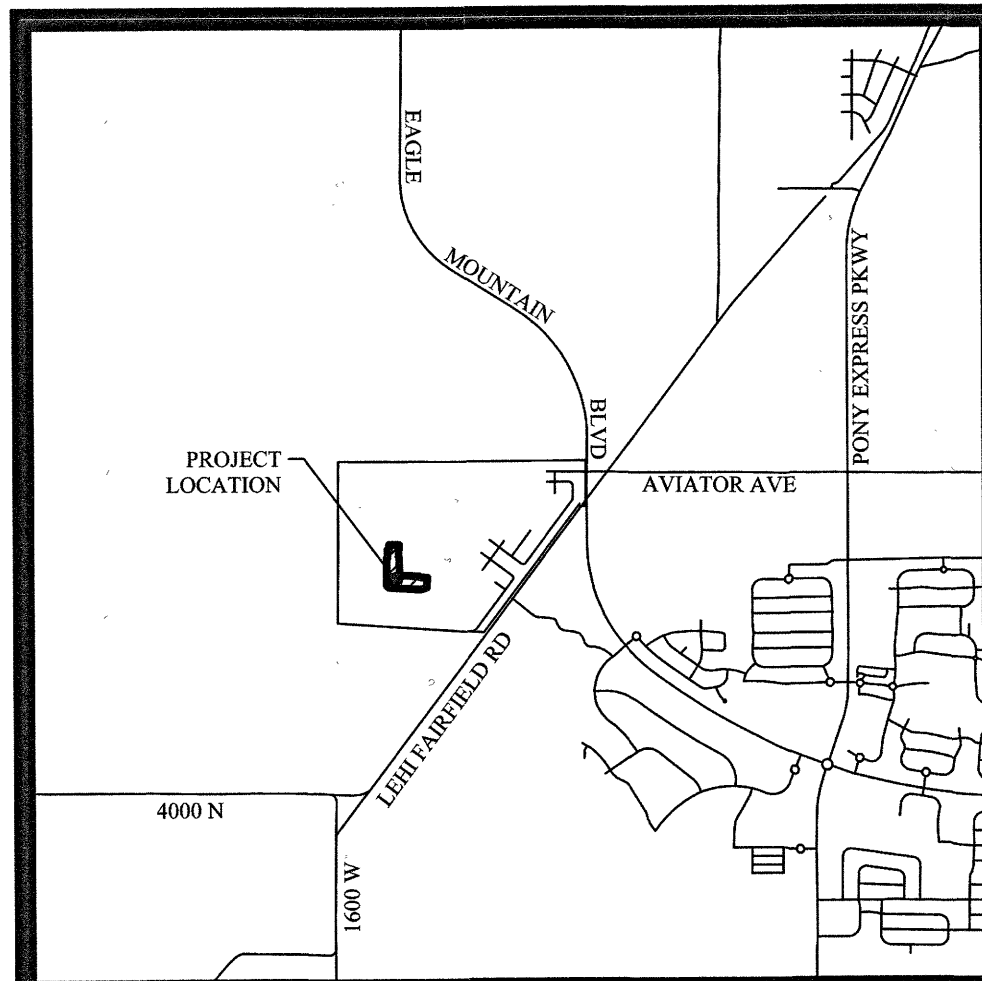
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and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

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

Sincerely,

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

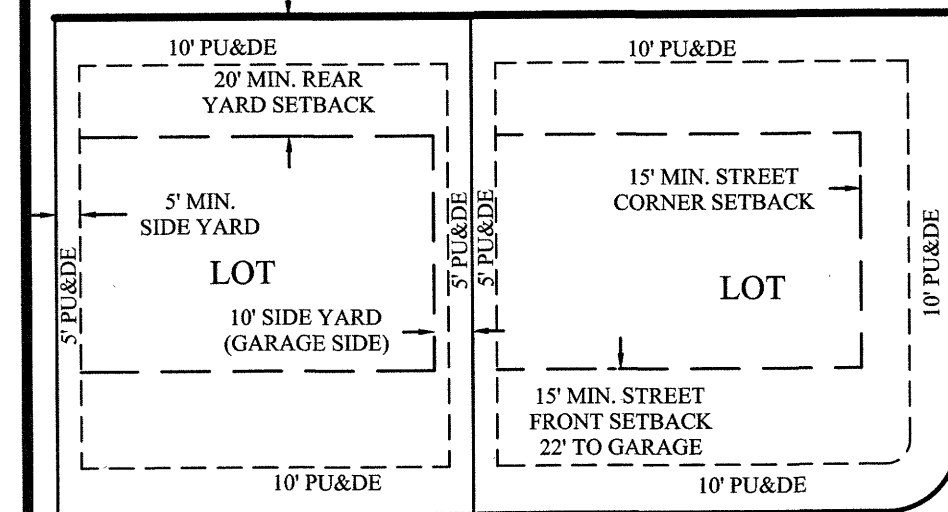
Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- CENTER LINE
- LOT LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- EXIST. STREET MONUMENT



PUBLIC STREET

TYPICAL BUILDING SETBACKS

N.T.S.

NOTES

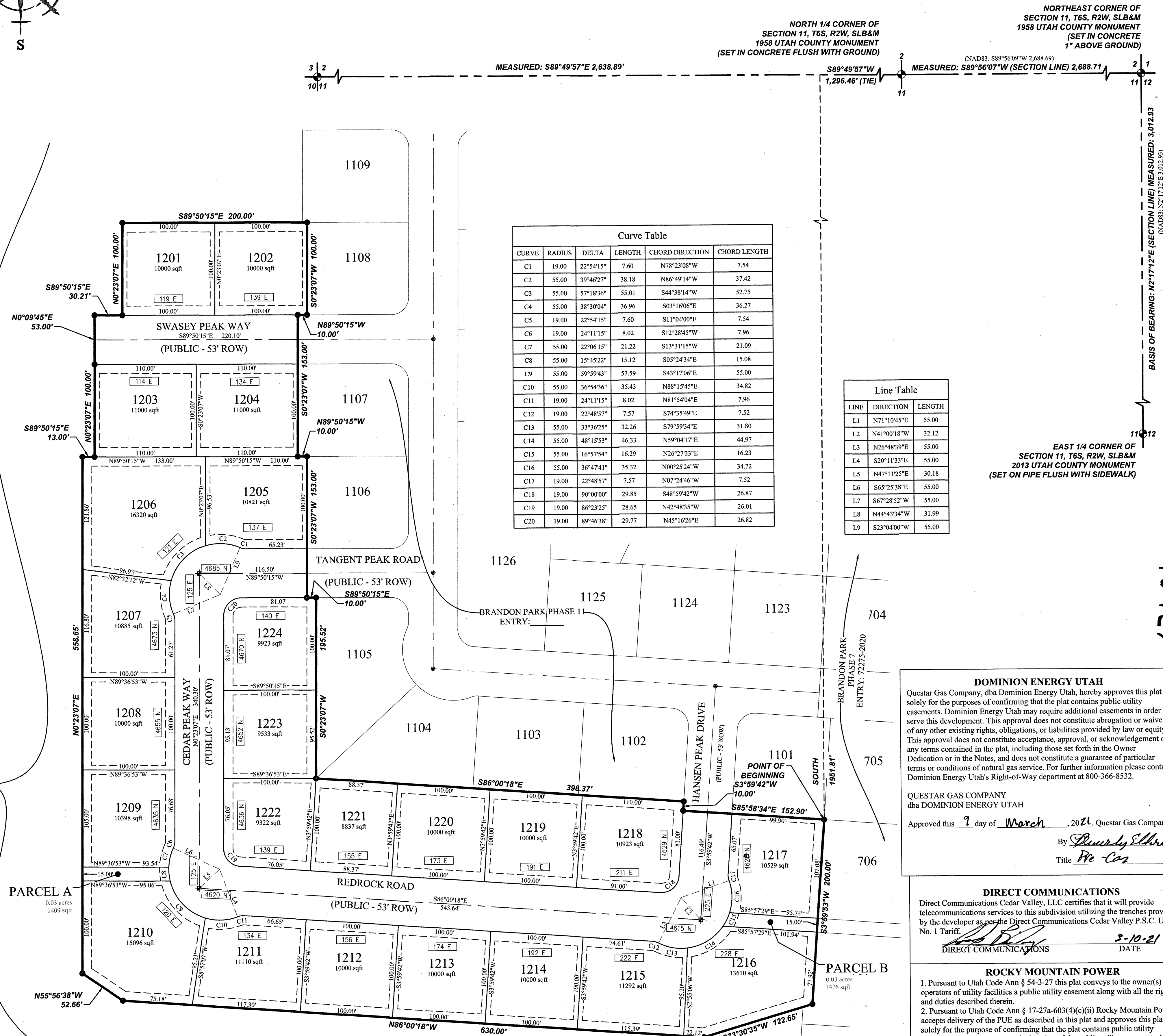
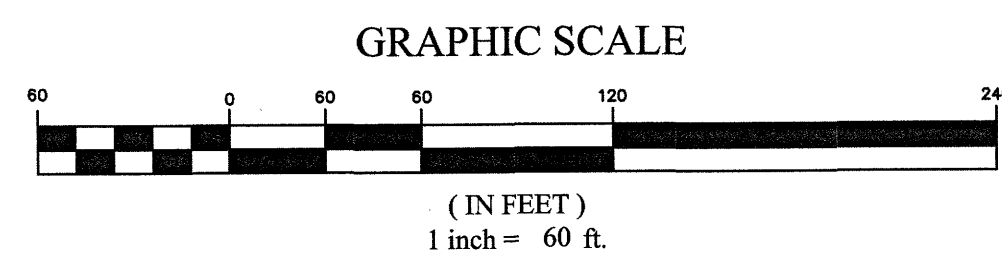
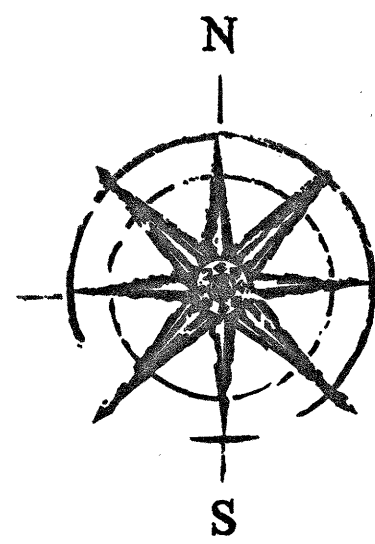
- #5X24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
- PARCELS A & B ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
- PARCELS A & B ARE IN THEIR ENTIRETY PUBLIC UTILITY EASEMENTS.

SITE TABULATIONS

TOTAL # OF LOTS:	24 LOTS
TOTAL ACRES:	7.69 ACRES
TOTAL ACRES IN LOTS:	5.99 ACRES
TOTAL ROAD ACRES (ASPHALT):	0.75 ACRES
TOTAL OPEN SPACE:	0.06 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
TOTAL ACRES IN ROW:	1.64 ACRES
AVERAGE LOT SIZE:	0.25 ACRES OR 10858 SQFT.
LARGEST LOT SIZE:	0.38 ACRES OR 16320 SQFT.
SMALLEST LOT SIZE:	0.20 ACRES OR 8837 SQFT.
OVERALL DENSITY:	3.12 UNITS/ACRE



OWNER/DEVELOPER
EDGE HOMES
13702 S 200 W B12
DRAPER, UTAH 84020
(801) 910-2066
CONTACT: BRANDON PARR



CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	19.00	22°54'15"	7.60	N78°23'08"W	7.54
C2	55.00	39°40'27"	38.18	N86°49'14"W	37.42
C3	55.00	57°18'36"	55.01	S44°38'14"W	52.75
C4	55.00	38°30'04"	36.96	S03°16'06"E	36.27
C5	19.00	22°54'15"	7.60	S11°04'00"E	7.54
C6	19.00	24°11'15"	8.02	S12°28'45"W	7.96
C7	55.00	22°06'15"	21.22	S13°31'15"W	21.09
C8	55.00	15°45'22"	15.12	S05°24'34"E	15.08
C9	55.00	59°59'43"	57.59	S43°17'06"E	55.00
C10	55.00	36°54'36"	35.43	N88°15'45"E	34.82
C11	19.00	24°11'15"	8.02	N81°54'04"E	7.96
C12	19.00	22°48'57"	7.57	S74°35'49"E	7.52
C13	55.00	33°36'25"	32.26	S79°59'34"E	31.80
C14	55.00	48°15'53"	46.33	N59°04'17"E	44.97
C15	55.00	16°57'54"	16.29	N26°27'23"E	16.23
C16	55.00	36°47'41"	35.32	N00°25'24"W	34.72
C17	19.00	22°48'57"	7.57	N07°24'46"W	7.52
C18	19.00	90°00'00"	29.85	S48°59'42"W	26.87
C19	19.00	86°23'25"	28.65	N42°48'35"W	26.01
C20	19.00	89°46'38"	29.77	N45°16'26"E	26.82

LINE	DIRECTION	LENGTH
L1	N71°10'45"E	55.00
L2	N41°00'18"W	32.12
L3	N26°48'39"E	55.00
L4	S20°11'33"E	55.00
L5	N47°11'25"E	30.18
L6	S65°25'38"E	55.00
L7	S67°28'52"E	55.00
L8	N44°43'34"W	31.99
L9	S23°04'00"W	55.00

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

DOMINION ENERGY UTAH

Questar Gas Company, d/b/a Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in the plat, including those set forth in the Owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way department at 800-366-8552.

QUESTAR GAS COMPANY
d/b/a DOMINION ENERGY UTAH

Approved this 7 day of March, 2021. Questar Gas Company
By Douglas Eldredge
Title VP-Cor

DIRECT COMMUNICATIONS

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

DIRECT COMMUNICATIONS

ROCKY MOUNTAIN POWER

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

ROCKY MOUNTAIN POWER

Douglas Eldredge 3/5/21
DATE

SURVEYOR'S CERTIFICATE

"I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown hereon."

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

03/02/2021
Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City Utah, more particularly described as follows:

Beginning at a point on the Westerly line of BRANDON PARK PHASE A PLAT 7, according to the Official Plat thereof recorded May 28, 2020 as Entry No. 72275-2020 of the Official Records of Utah County, located N89°49'57"W along the Section line 1,296.46 feet and South 1,951.81 feet from the North 1/4 Corner of Section 11, T6S, R2W, SLB&M; thence along said plat the following two (2) courses: 1) S03°59'53"W 200.00 feet; 2) S73°30'35"W 122.65 feet; thence N86°00'18"W 630.00 feet; thence N55°56'38"W 52.66 feet; thence N00°23'07"E 558.65 feet; thence S89°50'15"E 13.00 feet; thence N00°23'07"E 100.00 feet; thence N00°09'45"E 53.00 feet; thence S89°50'15"E 30.21 feet; thence N00°23'07"E 100.00 feet; thence S89°50'15"E 200.00 feet; thence S00°23'07"W 100.00 feet; thence N89°50'15"W 10.00 feet; thence S00°23'07"W 153.00 feet; thence S89°50'15"E 10.00 feet; thence S00°23'07"W 153.00 feet; thence S89°50'15"E 10.00 feet; thence S89°50'15"E 152.90 feet to the point of beginning.

Contains: 7.69 acres +/-

ENT 55801:2021 Map # 17606
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Map # 11449 on Fee 102.00 BY SR
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER

Gordon Jones

Manager, Edge Homes Utah, LLC

AUTHORIZED SIGNATURE(S)

3/4/21

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 4 DAY OF March, A.D. 2021, I, Spencer W. Llewellyn, A NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Gordon Jones, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah, LLC, A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 03/24/2023

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 705101

Karin Driggs
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 23 DAY OF March, 2021.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

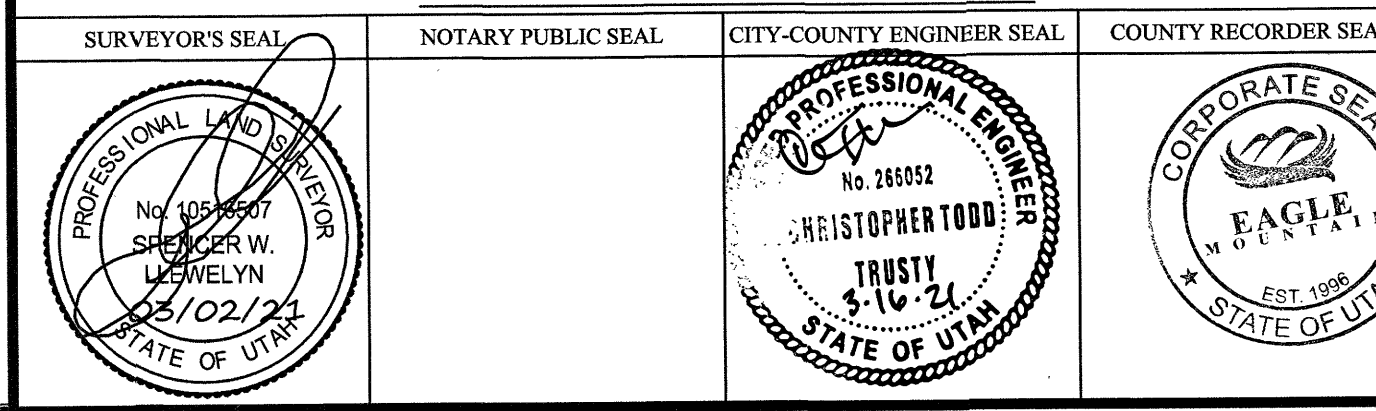
ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

BRANDON PARK

PHASE A, PLAT 12

SUBDIVISION

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





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

Monday, July 18, 2022

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

SUBJECT: Skyline Ridge phase 2 plat 3 out of warranty Bond Release

City Recorder:

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

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

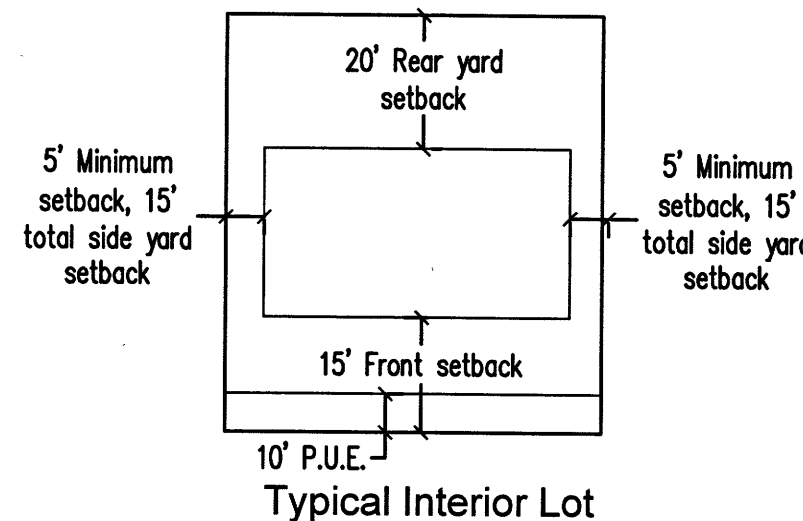
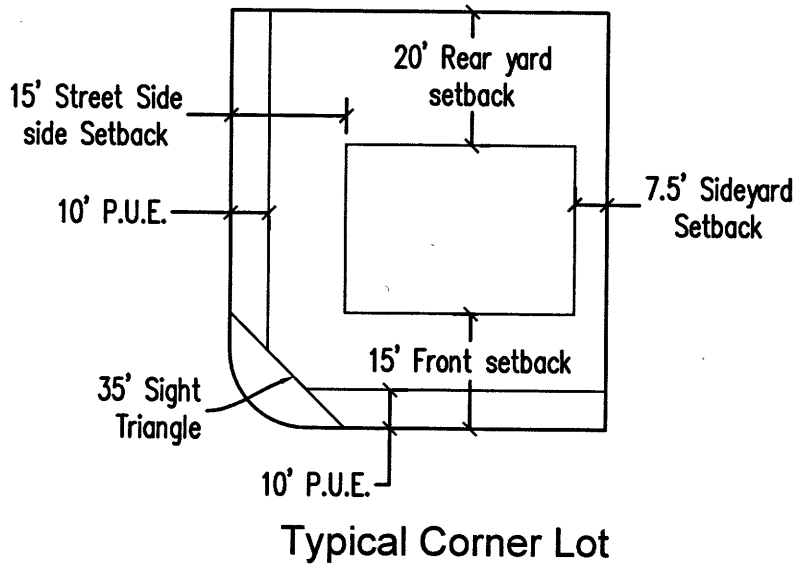
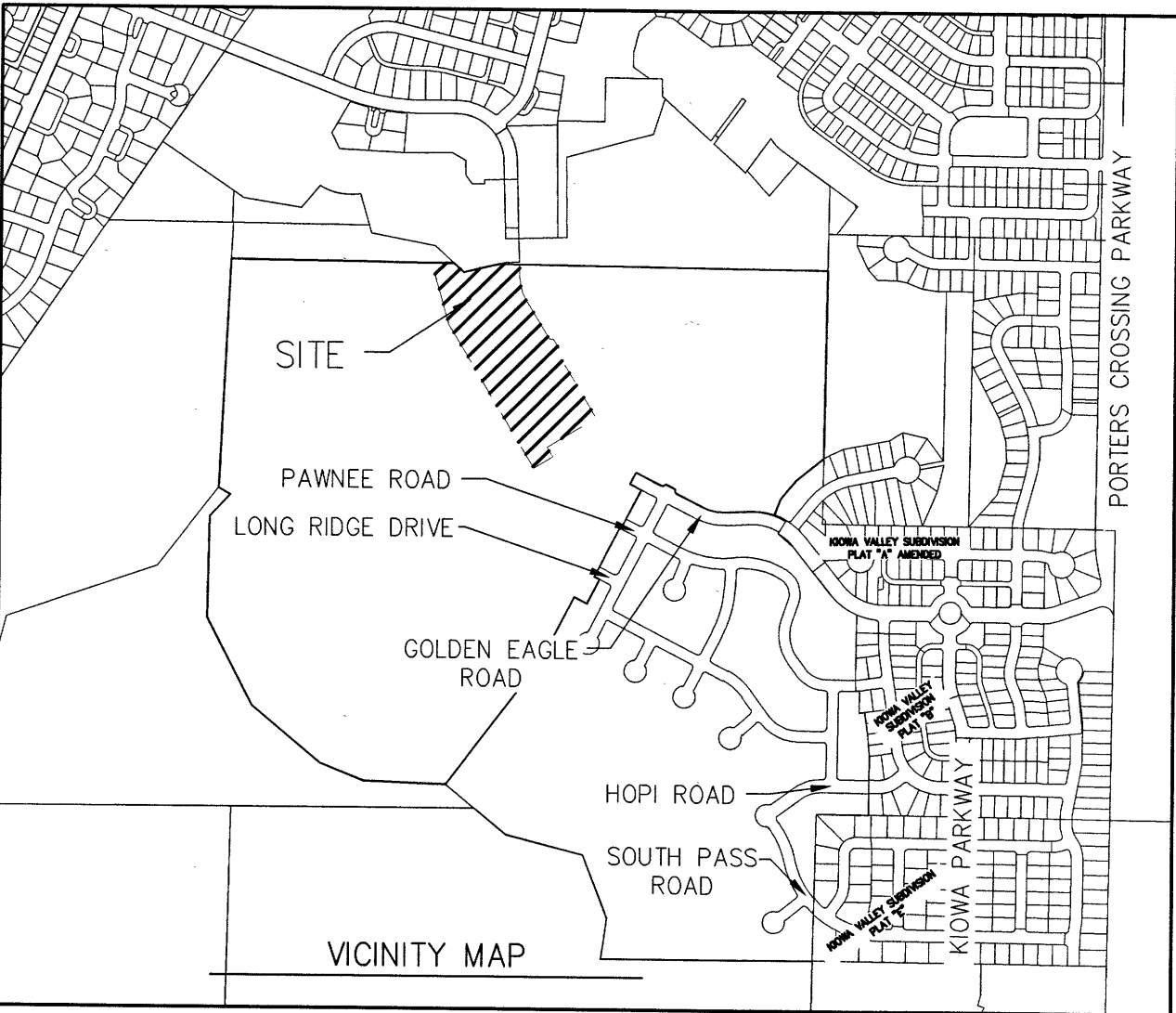
Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

SKYLINE RIDGE - PH 2 Plat 3
RESIDENTIAL SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 29
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH

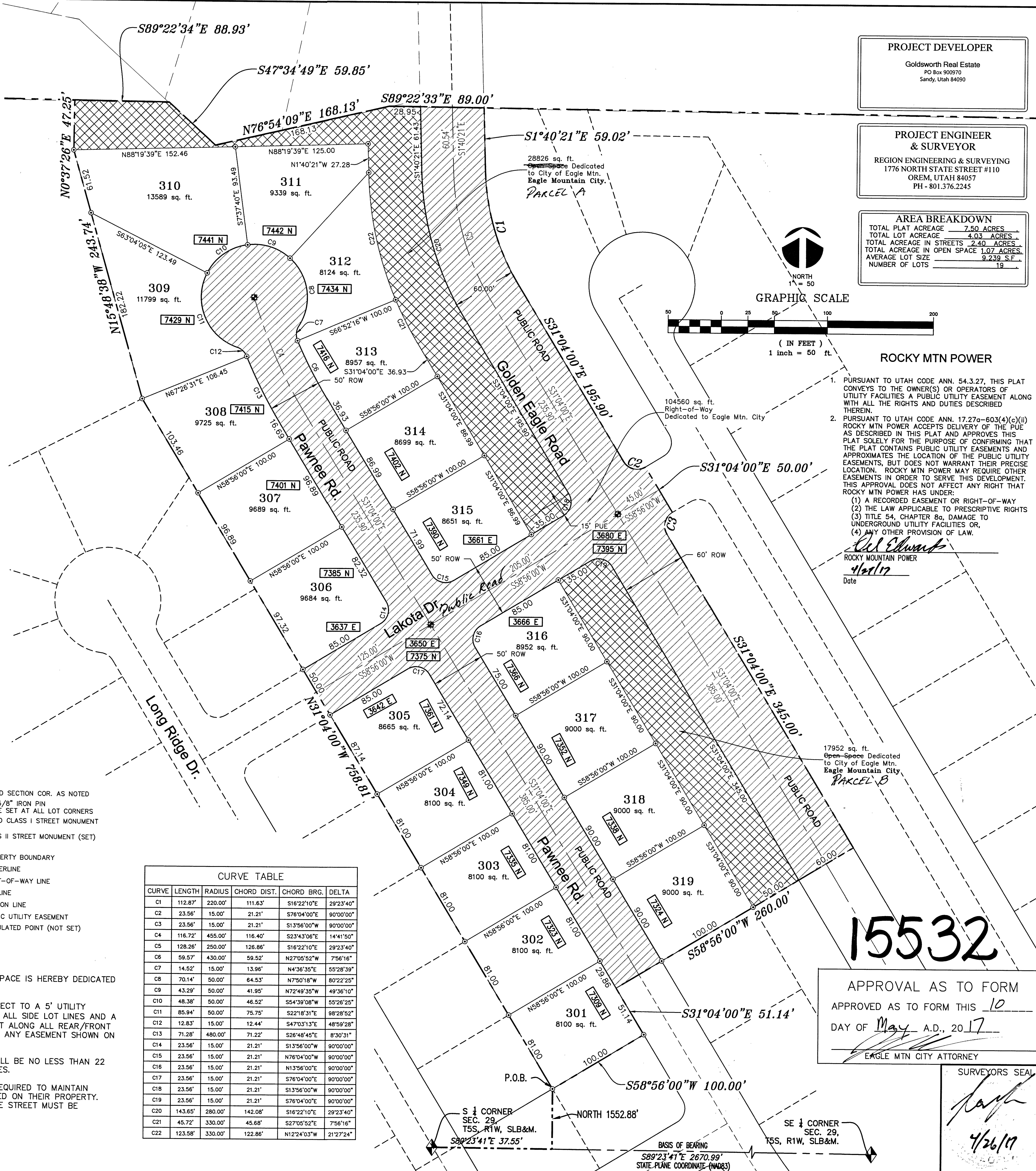


LEGEND

FOUND SECTION COR. AS NOTED	FOUND CLASS I STREET MONUMENT (SET)
SET 5/8" IRON PIN TO BE SET AT ALL LOT CORNERS	CLASS II STREET MONUMENT (SET)
PROPERTY BOUNDARY	CENTERLINE
RIGHT-OF-WAY LINE	LOT LINE
SECTION LINE	PUBLIC UTILITY EASEMENT
CALCULATED POINT (NOT SET)	

- NOTES:
- ALL PUBLIC OPEN SPACE IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
 - ALL LOTS ARE SUBJECT TO A 5' UTILITY EASEMENT (P.U.E.) ALONG ALL SIDE LOT LINES AND A 10 FOOT UTILITY EASEMENT ALONG ALL REAR/FRONT LOT LINES IN ADDITION TO ANY EASEMENT SHOWN ON THE PLAT.
 - ALL DRIVEWAYS SHALL BE NO LESS THAN 22 FEET FROM PROPERTY LINES.
 - LOT OWNERS ARE REQUIRED TO MAINTAIN DRAINAGE DITCHES LOCATED ON THEIR PROPERTY. POSITIVE DRAINAGE TO THE STREET MUST BE MAINTAINED.

Direct Communications
Questar Gas



PROJECT DEVELOPER
Goldsworth Real Estate
PO Box 900970
Sandy, Utah 84090

PROJECT ENGINEER & SURVEYOR
REGION ENGINEERING & SURVEYING
1776 NORTH STATE STREET #110
ORIM, UTAH 84057
PH - 801.376.2245

AREA BREAKDOWN
TOTAL PLAT ACREAGE 7.22 ACRES
TOTAL LOT ACREAGE 4.03 ACRES
TOTAL ACREAGE IN STREETS 2.40 ACRES
TOTAL ACREAGE IN OPEN SPACE 1.07 ACRES
AVERAGE LOT SIZE 9,239 S.F.
NUMBER OF LOTS 19



ROCKY MTN POWER

1. PURSUANT TO UTAH CODE ANN. 54.3.27, THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. 17.27a-603(4)(c)(ii) ROCKY MTN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MTN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MTN POWER HAS UNDER:

- A RECORDED EASEMENT OR RIGHT-OF-WAY
- THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW.

Ed Edwards
ROCKY MOUNTAIN POWER
Date 4/26/17

Surveyor's Certificate

I, ROBBIN J. MULLEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 368356 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

Boundary Description

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CONTAINING 7.50 ACRES OF LAND MORE OR LESS.

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

APPROVED 26, 2017
Date
Surveyor
(See Seal Below)

Owner's Dedication

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

I, May Goldsworth Real Estate, Inc. do hereby set our hands this 3 day of May, A.D. 2017.

STATE OF UTAH } S.S.
COUNTY OF UTAH }
On the 3rd day of May, 2017, personally appeared before me the persons signing the foregoing Owner's Dedication known to me to be authorized to execute the foregoing Owner's Dedication for and on behalf of the owners who duly acknowledge to me that the Owner's Dedication was executed by them on behalf of the Owners.
My Commission Expires 03-07-21
Commissioner 685-5716 (Notary Seal)
A Notary Public Commissioned in Utah
Acceptance by the City of Eagle Mountain

The City of Eagle Mountain, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this Fourth day of May, A.D. 2017.

Approved: Clayton J. Turley
City Engineer

Mayor of Eagle Mountain

Approved this 10 day of May, A.D. 2017

Approved: Clayton J. Turley Attest: Jeffrey Smith
Mayor of Eagle Mountain City Recorder

**SKYLINE RIDGE - PH 2 Plat 3
RESIDENTIAL SUBDIVISION**

LOCATED IN THE SOUTH HALF OF SECTION 29
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH

15532

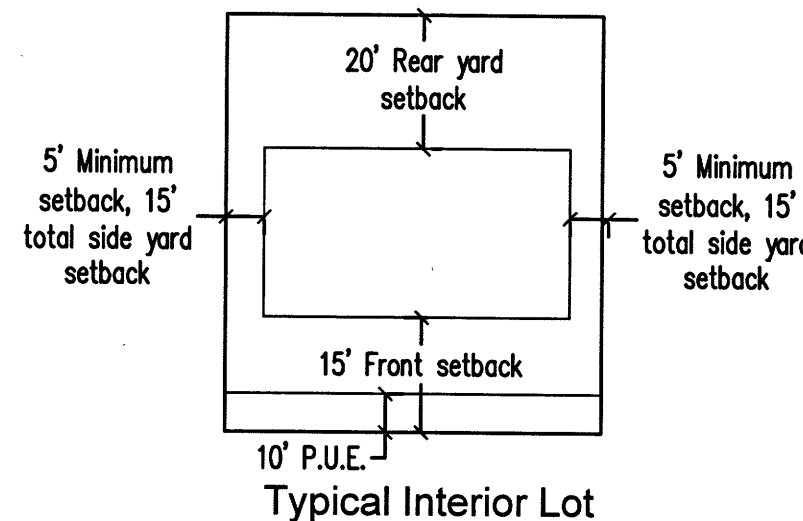
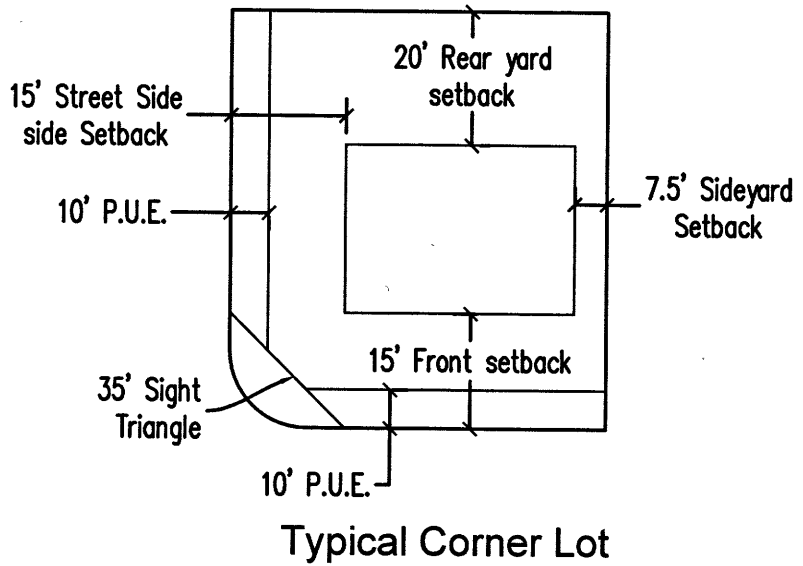
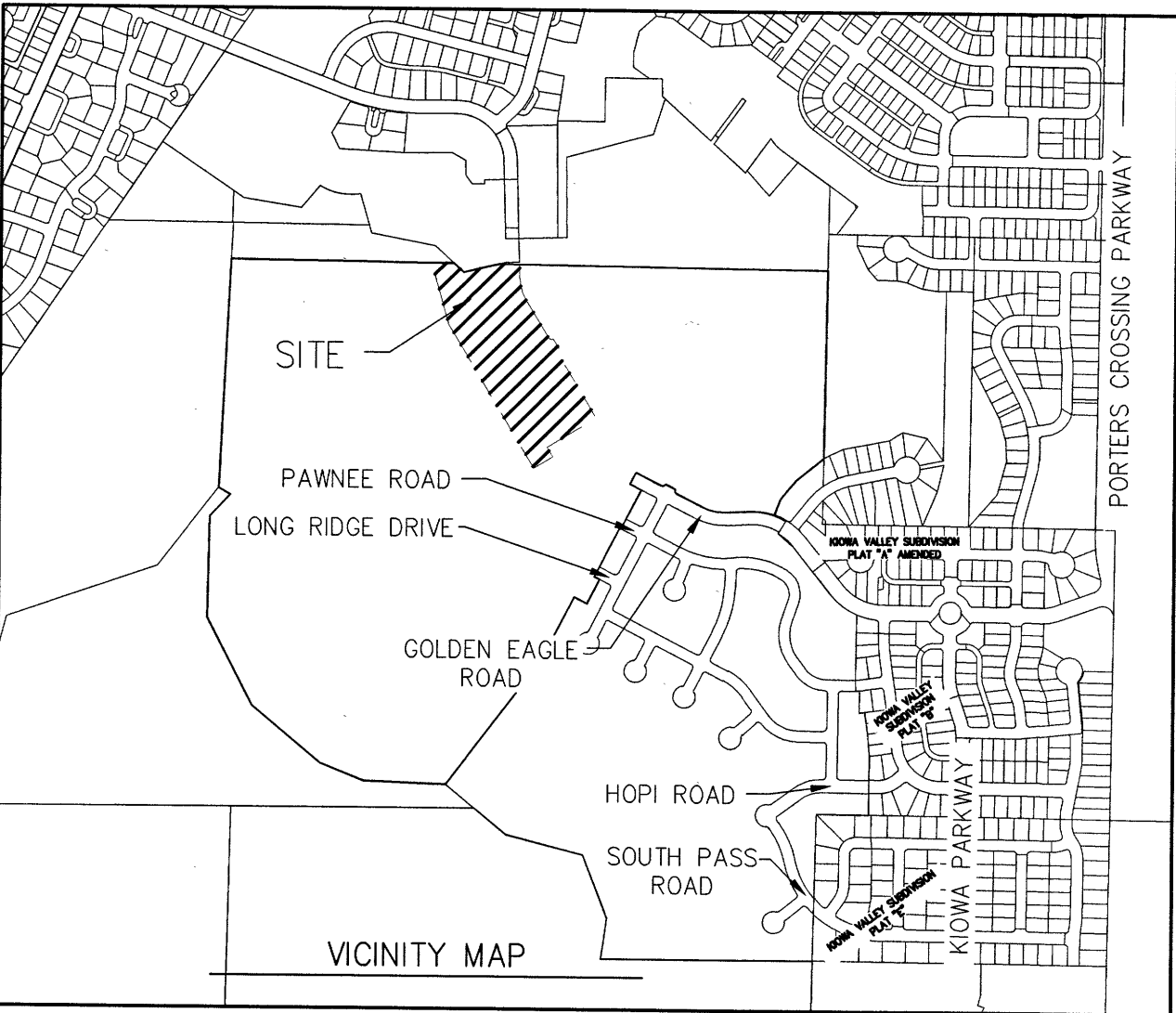
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 10
DAY OF May, A.D., 2017
EAGLE MTN CITY ATTORNEY

SURVEYORS SEAL
Robbin J. Mullen
4/26/17

CIVIL ENGINEERS
CLERK-RECORDER SEAL

SKYLINE RIDGE - PH 2 Plat 3
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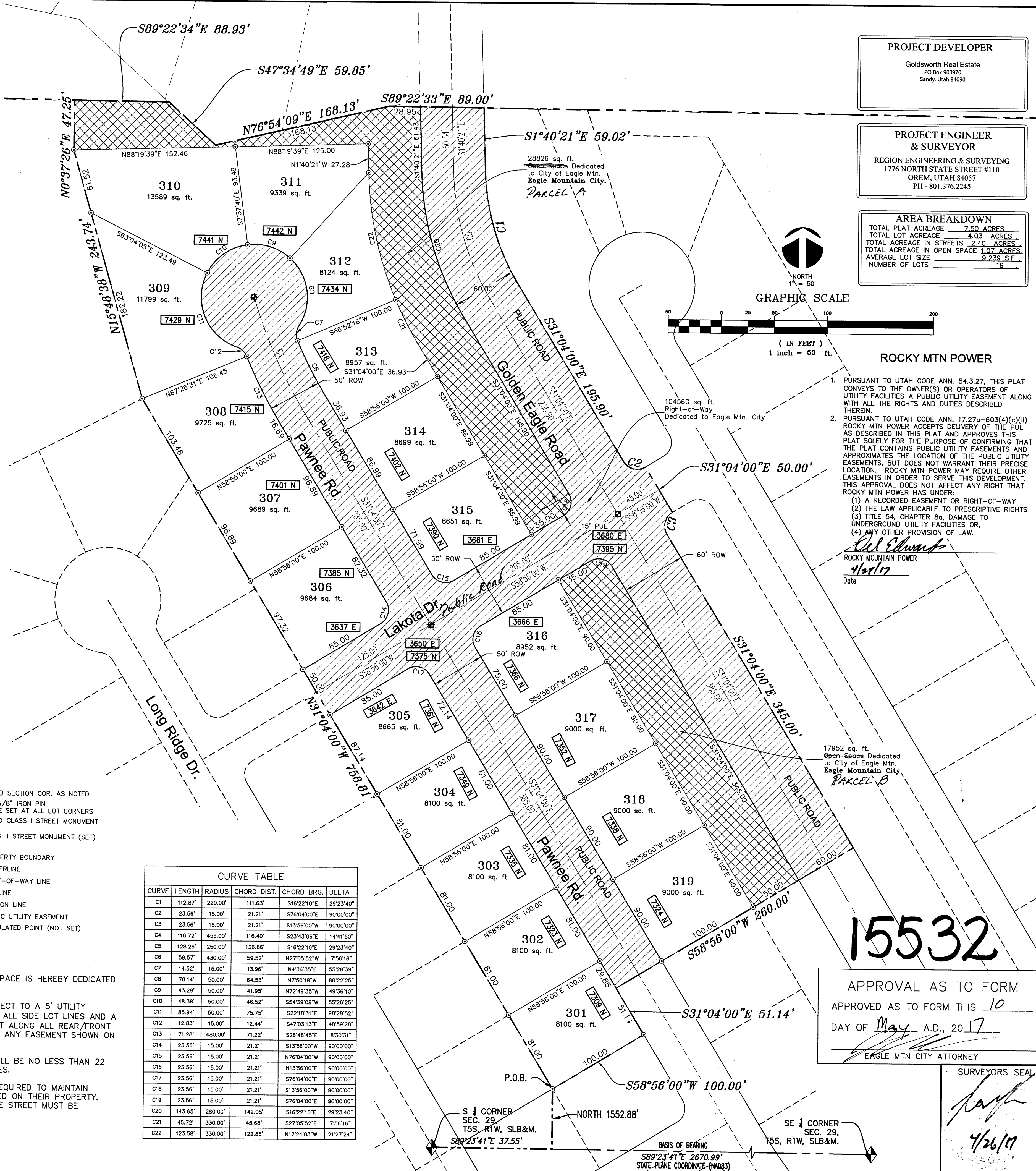


LEGEND

FOUND SECTION COR. AS NOTED	FOUND CLASS I STREET MONUMENT (SET)
SET 5/8" IRON PIN TO BE SET AT ALL LOT CORNERS	CLASS II STREET MONUMENT (SET)
PROPERTY BOUNDARY	CENTERLINE
RIGHT-OF-WAY LINE	LOT LINE
SECTION LINE	PUBLIC UTILITY EASEMENT
CALCULATED POINT (NOT SET)	

- NOTES:
- ALL PUBLIC OPEN SPACE IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
 - ALL LOTS ARE SUBJECT TO A 5' UTILITY EASEMENT (P.U.E.) ALONG ALL SIDE LOT LINES AND A 10 FOOT UTILITY EASEMENT ALONG ALL REAR/FRONT LOT LINES IN ADDITION TO ANY EASEMENT SHOWN ON THE PLAT.
 - ALL DRIVEWAYS SHALL BE NO LESS THAN 22 FEET FROM PROPERTY LINES.
 - LOT OWNERS ARE REQUIRED TO MAINTAIN DRAINAGE DITCHES LOCATED ON THEIR PROPERTY. POSITIVE DRAINAGE TO THE STREET MUST BE MAINTAINED.

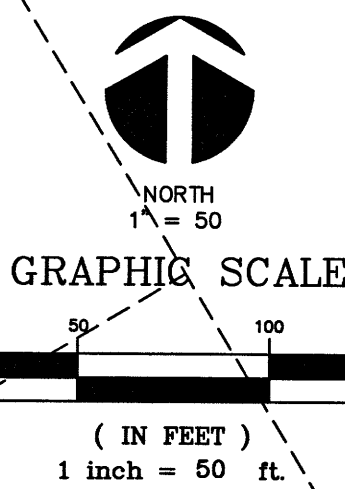
Direct Communications
Questar Gas



PROJECT DEVELOPER
Goldsworth Real Estate
PO Box 900970
Sandy, Utah 84090

PROJECT ENGINEER & SURVEYOR
REGION ENGINEERING & SURVEYING
1776 NORTH STATE STREET #110
ORIM, UTAH 84057
PH - 801.376.2245

AREA BREAKDOWN
TOTAL PLAT ACREAGE 7.22 ACRES
TOTAL LOT ACREAGE 4.03 ACRES
TOTAL ACREAGE IN STREETS 2.40 ACRES
TOTAL ACREAGE IN OPEN SPACE 1.07 ACRES
AVERAGE LOT SIZE 9,239 S.F.
NUMBER OF LOTS 19



ROCKY MTN POWER

1. PURSUANT TO UTAH CODE ANN. 54.3.27, THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. 17.27a-603(4)(c)(ii) ROCKY MTN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MTN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MTN POWER HAS UNDER:

- A RECORDED EASEMENT OR RIGHT-OF-WAY
- THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW.

Ed Edwards
ROCKY MOUNTAIN POWER
Date 4/26/17

Surveyor's Certificate

I, ROBBIN J. MULLEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 368356 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

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CONTAINING 7.50 ACRES OF LAND MORE OR LESS.

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

4539312017 Reg # 15532
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Reg 10 2153 on fee \$1.00 BY MR
RECORDED FOR EAGLE MOUNTAIN CITY

APPROVED 26, 2017
Date
Surveyor
(See Seal Below)

Owner's Dedication

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

I, May Goldsworth Real Estate, Inc.
by H. Tromb
do hereby acknowledge

STATE OF UTAH } S.S.
COUNTY OF UTAH }
On the 3rd day of May, 2017, personally appeared before me the persons signing the foregoing Owner's Dedication known to me to be authorized to execute the foregoing Owner's Dedication for and on behalf of the owners who duly acknowledge to me that the Owner's Dedication was executed by them on behalf of the Owners.
My Commission Expires 03-07-21
Commission # 0053716
A Notary Public Commissioned in Utah
Acceptance by the City of Eagle Mountain
The City of Eagle Mountain, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this fourth day of May, A.D. 2017.

Approved: Clayton J. Turley
City Engineer

Mayor of Eagle Mountain

Approved this 10 day of May, A.D. 2017

Approved: Clayton J. Turley Attest: Jeffery Smith
Mayor of Eagle Mountain City Recorder

SKYLINE RIDGE - PH 2 Plat 3
RESIDENTIAL SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 29
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH

15532

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 10
DAY OF May A.D., 2017
EAGLE MTN CITY ATTORNEY

SURVEYORS SEAL
Robbin J. Mullen
4/26/17

CLERK-RECORDER SEAL

100% PROFESSIONAL ENGINEER
No. 20522
COSTA RICA
Jorge Lopez



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 16, 2022**

TITLE:	Cory B. Wride Memorial Park Phase 2 Change Order #5 - Kenny Seng Construction		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$5,677		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

BACKGROUND:

Change Order #2 for this project included filtration necessary to utilize re-use water at Cory Wride Memorial Park and was for \$364,502.48. This change order was based on design drawings that did not include needed electrical upgrades; therefore, the City has asked the contractor for the additional pricing for this work. The total cost of Change Order #4 is \$60,784, which will be reimbursed to the City by Facebook. Also not previously included is SCADA system integration parts and installation to allow for remote monitoring and control which will be included as Change Order #5.

Below is a summary of the change orders to date:

Original Contract: \$4,047,219.21

CO#1- \$90,825.00

CO#2- \$364,502.48

CO#3- \$269,773.00

CO#4- \$60,784.00

CO#5- \$5,677

Total- \$4,838,780.69

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 19, 2022, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Carolyn Love, and Brett Wright.

ELECTED OFFICIAL PRESENT ELECTRONICALLY: Councilmember Donna Burnham. Councilmember Jared Gray joined remotely at 5:45 p.m.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Chris Trusty, City Engineer; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Streets and Storm Drain Manager; Steven Lehmitz, Planner; Jed Shum, Planner; Todd Black, Wildlife Biologist/Environmental Planner; Lianne Pengra, Chief Deputy Recorder; Jeremy Cook, City Attorney; Tyler Maffitt, Communications Manager; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Fionnuala Kofoed, Director of Administrative Services/City Recorder; Embret Fossum, UFA Battalion Chief; Aaron Sanborn, Economic Development Director; Angela Valenzuela, Human Resource Manager; and Chas Glenn, Administrative Assistant.

Mayor Westmoreland called the meeting to order at 4:14 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Communications

- The resident portal and mobile app are being revised and updated. Implementation is expected in October.
- Initial concepts for an updated City marketing plan are in process.
- Targeted economic and developmental marketing per the direction of the City Council and in partnership with Zions Bank is underway.
- Public information and enforcement efforts to encourage traffic safety will begin next week.

Facilities, Fleet, and Emergency Management

- The concrete floor for the community development building equipment garage has been completed and the electrical system is being installed.
- The City Hall paint project is in process and the administrative area will be painted next.

- The Sewer Facility office remodel is 95% complete and is awaiting countertop delivery. WW Clyde is installing sewer and storm drain and subgrade on the southwest side of the sewer treatment plant.
- The UHF repeater is scheduled to be installed on August 1st on the tower on Unity Pass.

Public Utilities

- The repair on Well #1 has been finished. The water quality test was submitted this morning. Once a clean sample has been verified, the well will return to operation.
- Work continues on the Golf Course Well and is anticipated to be completed on the 25th.
- The repair of a water main break on Cedar Pass Road was hindered by a mechanical joint restraint failure. City crews worked into the late evening and watched the area overnight. A temporary solution is providing residents with water until the repair is complete.

Engineering

- The City will use a reduced diameter size for Well #7. If the diameter is unable to accommodate telemetry, an adjacent monitoring well can be utilized to ensure compliance.
- Bids for drilling Well #8, located near Well #1, are due at the end of August.
- Designs for the next phases of Mid Valley Road and Old Airport Road are expected next month.
- Concrete availability has improved slightly and staff is hopeful that the lefthand turn lane on Pony Express Parkway and northbound Ranches Parkway can be completed soon.

Parks and Recreation

- Construction documents for the Waldon Park Observatory are anticipated by October 1st. The observatory should be operational by spring 2023.
- Designs for Smith Ranch Park will be completed within the next few weeks.
- Drainage solutions for the bike park are being evaluated.

Community Development

- In June, 100 residential building permits were issued.
- A certificate of occupancy was issued for Available Storage.

Discussion ensued regarding a secondary road access for the White Hills subdivision and the associated frustrations. A gate has been installed to permit emergency access only in the interim to meet connectivity requirements for the issuance certificates of occupancy. The City is working with the Utah Department of Transportation to resolve road alignment issues and to provide acceleration and deceleration lanes for a public secondary access.

1.B. UPDATE – City Growth/Development

Assistant City Administrator/Community Development Director Steve Mumford presented an update on the previous fiscal year's growth in the City. Residential building permits dropped from 1609 in Fiscal Year 2021 to 1440 in Fiscal Year 2022. Last year, the trend beginning in 2020 for more development in the south service area than in the north continued. In FY 2022, 74% of permits were for single-family units and 26% were for multifamily units. He reviewed growth

statistics by month and for individual developments and listed businesses that opened or had building permits issued in FY 2022.

Mr. Mumford reported the results of the vested unit study as follows:

- Platted units, including existing homes: 17,080 units, of which 84% are single-family and 16% are multifamily.
 - o Single-family homes, less than ¼ acre: 11,087 / 65%
 - o Single-family homes, ¼ to 1 acre: 2,452 / 14%
 - o Townhomes: 2,046 / 12%
 - o Single-family homes, over 1 acre: 832 / 5%
 - o Condominiums/apartments: 503 / 3%
 - o Duplexes: 160 / 1%
- Vested units: 22,746 units, of which 79% are single-family and 21% are multifamily.
 - o Single-family homes, less than ¼ acre: 14,005 / 62%
 - o Single-family homes, ¼ to 1 acre: 3,768 / 16%
 - o Townhomes 3,102 / 14%
 - o Condominiums/apartments: 974 / 4%
 - o Duplexes 632 / 3%
 - o Single-family homes, over 1 acre: 265 / 1%
- Combined platted and vested units: 39,824 units, of which 81% are single-family and 19% are multifamily.
 - o Single-family homes, less than ¼ acre: 25,092 / 63%
 - o Single-family homes, ¼ to 1 acre: 6,220 / 15%
 - o Townhomes: 5,148 / 13%
 - o Condominiums/apartments: 1,477 / 4%
 - o Single-family homes, over 1 acre: 1,097 / 3%
 - o Duplexes: 792 / 2%

2. AGENDA REVIEW

9. AGREEMENTS

9.A. Lobbyist Services Agreement – Legislative Executive Consulting, LLC

David Stewart with Legislative Executive Consulting, LLC introduced himself and spoke about his experience working for other entities. He explained his role and strategies as a lobbyist, legislative activities outside of the general session, and reporting expectations.

9.B. Franchise Agreement – Utah Broadband

Councilmember Love asked about a provision in the agreement that seems to indicate the agreement trumps any potential changes to Municipal Code.

Discussion clarified previous agreements contained the same provision regarding future City standards and the agreement can be amended to reflect applicable Municipal Code changes.

9.C. Master Infrastructure Agreement – Stadion, LLC

City Engineer Chris Trusty explained the agreement contains the terms of Meta's pledge to reimburse the City approximately \$1,800,000 for the reuse filtration system and the Cory Wride Park Booster Pump Station to allow secondary water at the park, and treated wastewater for dust control at the datacenter site. Additionally, Meta will make road improvements and assist with City staffing for up to two years in exchange for the City prioritizing the resurfacing of Pony Express Parkway prior to December 2024; a portion of the cost of the project will be reimbursed by Google. He requested to amend the completion date for the booster pump from October 31, 2022, to December 31, 2022.

11. CHANGE ORDERS

11.A. Well #7 Site Prep Package Change Order #1 – VanCon, Inc.

Mr. Trusty stated during the construction process, solid rock was encountered which required additional excavation and increased the cost of the project.

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule for Central Water Project Water Purchases.

Mr. Jerome explained this amendment adjusts the consolidated fee schedule to reflect actual costs to the City. Staff and consultants are verifying the culinary water Impact Fee Facilities Plan and Impact Fee Analysis calculations and the Impact Fee Enactment Ordinance will return to the Council for approval at a future meeting once the figures are confirmed.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:24 p.m.

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Jared Gray, Carolyn Love, and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Donna Burnham.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Chris Trusty, City Engineer; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Jeremy Cook, City Attorney; Lianne Pengra, Chief Deputy Recorder, and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Fionnuala Kofoed, Director of Administrative Services/City Recorder; Embret Fossum, UFA Battalion Chief; Aaron Sanborn, Economic Development Director; Angela Valenzuela, Human Resource Manager; Chas Glenn, Administrative Assistant; Zac Hilton, Streets and Storm Drain Manager; Mack Straw, Public Utilities Manager; and Tyler Maffitt, Communications Manager.

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:13 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- On Saturday, July 30th, Eagle Mountain City will hold its 2nd annual Summer Bash and Laser Show. This event will take place from 4:00 p.m. to 10:15 p.m. Please come out to Cory Wride Park to enjoy the bounce houses, patriotic kids' parade, pie eating contest, trash Panda Drum Group, and Laser Show. For more information on the event, please check our City website and social media pages.
- Residents are encouraged to water their lawns three times per week. Residents at odd-numbered addresses are encouraged to water Monday, Wednesday, and Friday. Even-numbered addresses are encouraged to water Tuesday, Thursday, and Saturday. Thank you for helping Eagle Mountain achieve its conservation goals.
- Eagle Mountain City is asking residents to re-familiarize themselves with the approved fireworks restrictions map as we approach the Pioneer Day holiday. Residents can learn more by visiting unifiedfire.org.

To receive City notifications, including emergency info, news events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:15 p.m.

Zac Huish thanked staff and the Council for their prioritization of and their efforts to secure funding for Old Airport Road. He spoke about resident efforts to improve the park in the Sage Park subdivision. He requested the City address concerns to restore the park by redesigning the sprinklers, xeriscaping portions of the park, adding a trail around the park, and installing two pickleball courts.

Tiffany Walden spoke regarding water conservation efforts in the City.

Mayor Westmoreland closed public comment at 7:34 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gray

Councilmember Gray raised safety concerns with residents making U-turns on Wride Memorial Highway and asked if the City could request Utah Department of Transportation (UDOT) add signage to prevent U-turns.

Chief Deputy Sheriff Eric McDowell confirmed that State Code prohibits U-turns that impede the flow of traffic. They can assist with education and enforcement of the requirement.

City Engineer Chris Trusty stated that he is in contact with UDOT regarding the issue.

Councilmember Wright

Councilmember Wright concurred with Councilmember Gray's traffic safety concerns. He welcomed the meeting participants. He thanked first responders for their service to the community and encouraged residents to be mindful of safety during their Pioneer Day celebrations and to participate in the City Summer Bash and Laser Show event on July 30th.

Councilmember Love

Councilmember Love said her family enjoyed the Summer Bash and Laser Show last year and plans to attend again. It is a wonderful tradition for the City and invited residents to attend. She thanked the meeting participants.

Councilmember Curtis

Councilmember Curtis welcomed those in attendance.

Councilmember Burnham

Councilmember Burnham echoed encouragement for residents to attend the upcoming City event. She is grateful for staff efforts to provide events for the public and residents' safe celebrations during the Fourth of July. She hopes everyone will enjoy a safe Pioneer Days holiday.

Mayor Westmoreland

Mayor Westmoreland thanked Unified Fire Authority personnel for their attendance at the meeting. He is excited about a project Battalion Chief Fossum will present at the next City Council meeting. Redemption Hill Church will be providing a dinner for first responders on Thursday, July 21, 2022, at 6:00 p.m. and has invited City staff and elected officials to attend.

CONSENT AGENDA

9. AGREEMENTS

9.A. Lobbyist Services Agreement – Legislative Executive Consulting, LLC

9.B. Franchise Agreement – Utah Broadband

9.C. Master Infrastructure Agreement – Stadion, LLC

10. BOND RELEASES

10.A. Overland Phase D, Plat 2 – Into Warranty

11. CHANGE ORDERS

11.A. Well #7 Site Prep Package Change Order #1 – VanCon, Inc. Change Order #1

12. MINUTES

12.A. July 5, 2022 Minutes – Regular City Council Meeting

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule for Central Water Project Water Purchases.

MOTION: *Councilmember Love moved to approve the consent agenda, removing items 9.A. and 9.C. and placing them as scheduled items. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

9. AGREEMENTS

9.A. Lobbyist Services Agreement – Legislative Executive Consulting, LLC

Councilmember Gray stated that although he is confident in David Stewart’s abilities and expertise and recognizes the standard terms in lobbyist contracts, he is apprehensive about the lack of quantifiable metrics in the agreement.

City Attorney Jeremy Cook noted that he added a termination clause to allow the dissolution of the agreement should the services rendered be dissatisfactory. He recommended a minimum of one year to provide a sufficient period to evaluate the efficacy of the lobbying efforts.

City Administrator Paul Jerome explained that previous lobbyist services had been terminated by the City due to a lack of benefit. This contract includes monthly payments, a termination clause, and reporting obligations to enable the evaluation of the services.

Discussion ensued regarding the communication process with the lobbyist regarding City and Council priorities, reporting methods and frequency, and the reasons and expectations for hiring a lobbyist.

Director of Administrative Services/City Recorder Fionnuala Kofoed explained that the City Council may pass a resolution with directives regarding their legislative priorities to provide direction to Mr. Stewart.

Councilmember Love recommended inviting Mr. Stewart to attend the City Visioning Conference in August to hear City priorities. She suggested establishing a reporting model similar to Communities That Care, which entails a report at the beginning of the year to list objectives and mid-year and end-of-year progress reports. She desires a proactive rather than reactive approach. Councilmember Burnham supported Councilmember Love's recommendations.

Mr. Jerome recommended a tour of the City to familiarize Mr. Stewart with growth areas and future transportation plans.

Councilmember Curtis requested clarification regarding processes and how instructions will be communicated to Mr. Stewart to ensure that the Council can provide direction and receive feedback. He advocated for clear directives and accountability mechanisms, and the will and priorities of the Council be conveyed to Mr. Stewart, rather than vague visioning.

Councilmember Wright said he shares Councilmember Curtis' concerns about communication processes. He is in favor of Councilmember Love's suggestions and for the Council to have the ability pass a resolution with direction regarding lobbying efforts.

The body discussed the desired number of in-person meetings and written reports from Mr. Stewart.

Councilmember Burnham agreed with the benefits of the addition of reports and meeting expectations in the contract.

Mr. Jerome stated Mr. Stewart is amenable to the month-to-month contract and the termination clause. Mr. Stewart indicated that he desires a long-term partnership and is confident in his ability to serve the City in addition to his other clients. Mr. Jerome recommended flexibility with the timing of the meetings and reports to maximize benefits and to adjust to legislative schedules.

MOTION: *Councilmember Love moved to approve a lobbyist services agreement with Legislative Executive Consulting, LLC, adding in a requirement of at least four written reports a year and a minimum of two in-person or virtual meetings. Councilmember Curtis seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

9.C. Master Infrastructure Agreement – Stadion, LLC

MOTION: *Councilmember Wright moved to approve a Master Infrastructure Agreement with Stadion, LLC, changing the date to December 31, 2022, for the booster infiltration portion of the agreement. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Section 17.15.030 Planning Commission Organization.

City Attorney Jeremy Cook explained the item. The amendment adds an alternate Planning Commission member, establishes the term for the alternate position, and changes the appointment process to be the same as other advisory boards.

Mayor Westmoreland noted that previously an alternate Planning Commission position had not been successful and the amendment attempts to address the prior issues with the former position.

Mayor Westmoreland opened the public hearing at 8:44 p.m. As there were no comments, he closed the hearing.

Discussion ensued regarding ongoing noticing to build the applicant pool and to allow time for the elected officials to become familiar with the applicants.

Councilmember Burnham stated that her previous concerns with the amendment taking power from the Mayor had been resolved in conversations with the City Attorney. Although she would prefer policy changes over altering Municipal Code, she is amenable to the amendment and in favor of continually accepting applications.

Discussion ensued regarding the following:

- Clarification that the Council provides advice and consent regarding the recommended appointee and not the placement of the appointment on the agenda;
- Direction for a potential amendment to staff positions and the board appointment and application processes in EMMC 2.27;
- Permitting the Mayor to have the discretion to increase the involvement of Councilmembers in the board appointment process depending upon circumstances;
- The ability to appoint a different individual than the alternate to the Planning Commission when a vacancy arises;
- Direction to staff to adjust the Planning Commission's three-year terms to allow for two appointments each year.

MOTION: *Councilmember Wright moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain City Municipal Code Section 17.15.030 Planning Commission Organization with the correction to "Members" in item G. Councilmember Curtis seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

15. CITY COUNCIL/MAYOR'S BUSINESS

None.

16. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Curtis

Councilmember Curtis announced that the City has an opening for a Planning Commission alternate.

Councilmember Gray

None.

Councilmember Wright

Councilmember Wright said the Parks and Recreation Advisory Board are gathering information and interviewing residents to gauge the level of citizen engagement, knowledge, and satisfaction regarding City sports and recreation programs.

Councilmember Love

Councilmember Love shared that the American Legion is planning another blood drive for September 2. The Legion is working with Boy Scout Troops to establish a program to assist residents with the retirement of flags.

Councilmember Burnham

Councilmember Burnham said the Eagle Mountain City Chamber of Commerce is working on a sign location proposal. The organization is rapidly growing and thriving. She is in the process of working with the Parks and Recreation Director and Pony Express Events about lights and other potential improvements to the rodeo grounds.

Mayor Westmoreland

Mayor Westmoreland stated he will review applications from residents recently submitted for the previous Planning Commission vacancy and he welcomes additional applications or Council recommendations for the alternate member. He read a text from resident Jeff Ruth inquiring about the American Legion and/or Boy Scouts placing flags on graves or creating a field of flags at a school in remembrance of September 11.

17. COMMUNICATION ITEMS

17.A. Financial Report

17.B. Upcoming Planning Items

18. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn the meeting at 9:35 p.m. Councilmember Curtis seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

The meeting was adjourned at 9:35 p.m.

Approved by the City Council on August 2, 2022.

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 16, 2022**

TITLE:	SITE PLAN & PRELIMINARY PLAT - Parkway Fields Phase C		
ITEM TYPE:	Preliminary Plat & Site Plan		
FISCAL IMPACT:			
APPLICANT:	Flagship Homes as Owner/Developer with Bronson Tatton as Applicant and representative		
GENERAL PLAN DESIGNATION Neighborhood Residential 1 (in the area proposed for residential development/platting)	CURRENT ZONE MF-1	ACREAGE 31.28	COMMUNITY Parkway Fields Master Planned Area

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Approve with conditions or table for revisions.

Should the Council vote to approve the Parkway Fields Phase C Preliminary Plat and site plan, Staff recommends you consider tabling the matter for revisions -- unless you find the proposed elevations agreeable, or, approve the project and making your approval contingent upon Developer/Development compliance with the following condition(s):

1. Developer/Development shall adjust townhouse building elevations so as fully conform to architectural details listed in EMMC § 17.72.040(E)(2), materials usage requirements listed in EMMC § 17.72.040(F)(1), garage door orientation as listed in EMMC § 17.72.040(H), and EMMC § 17.72.030(C); and,
2. Developer/Development shall adjust detail mechanical equipment screening plans for the clubhouse based on standards in EMMC § 17.72.040(K); and,
3. The Applicant shall be required to receive [written] approval from the Planning Director for the deviation in phasing [build-out] as outlined in Article/section 5.2.2 of the project's MDA.

BACKGROUND:

The proposed Preliminary Plat and Site Plan is for a 234-lot single-family attached (townhomes) residential subdivision on 31.28 acres of land within the Parkway Fields (formerly "Ault Farms" and "Founders' Square") master planned development.

Applicant is petitioning to subdivide a portion of the Ault Farms Master Development approved by Council in December of 2021 in the southeast quadrant/region of the City. The development continues the platting of that master development now using "Parkway Fields" as its name. Phase C proposes 234 attached townhouse units on 31.28 acres of land. The building lots' dimensions and arrangement are designed to conform to the MF-1 Zone as well as the approved master plan. The application package was reviewed and favorably acted upon by the Planning Commission with approval conditions being suggested for Council consideration. (Note: Staff is still awaiting revised site plan drawings [and elevations] which will better comply with code and Commission recommended conditions as of the date of this report's publication.)

ITEMS FOR CONSIDERATION:

Preliminary Plat (EMMC § 16.20):

The Project has been reviewed by the DRC Committee and Planning Commission and suggested redline corrections incorporated into plat drawings. The plat's present configuration appears to be in conformance with platting & site plan standards belonging to the MF-1 Zone and to the pre-approved master plan.

Provided/proposed plat calculations:

Total Acreage -- 31.28 (corrected)

Total Lot Count – 234 (with 10 additional open space parcels)

Total Acreage in Lots – 50

Total Acreage in Rights-of-Way -- 3.45

Total Common Area Provided – 9.35 acres

Reqd. Min. Lot Size -- n/a

Proposed Min. Lot Size -- n/a

Reqd. Avg. Lot Size -- n/a

Proposed Min. Lot Size -- n/a

Max. Allowable Gross Density -- 10 units/acre

Overall Density -- 7.5 lots/acre

Unit Count/Bldg. -- ≤ 6 units/bldg.

ROW:

Right-of-way width(s) and alignment and dedication needs have been evaluated and changes made to plat drawings to accommodate DRC comments. Rights-of-way are mapped to match the approved master development plan layout for the Project.

Analysis:

The Ault Farms MDA does not include any specific language referencing townhouse architecture, and instead requires compliance with the City Code.

Townhouse & Clubhouse Architecture (EMMC § 17.72 et al -- refer to attached elevations):

Roofs -- Required: Sloping roofs, overhanging eaves & multiple roof planes & heights. Proposed: Conforming roof systems.

Building Articulation -- Required: That vertical & horizontal articulation, including facade modulation, changes in textures/materials, window patterns, offsets, recesses and projections. Proposed: Elevations demonstrate conformance to required design elements/styling -- less so on the back and ends of buildings. Whether the proposed elevations are sufficiently compliant is a subjective decision left to the Council.

Architectural Detailing -- Required: A majority (10) in count of the following 18 select features on each side of each building in the development: Decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grills and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. As the units do not conform to this standard, the Council will have to decide whether suggest granting of (an) exception(s) or causing the Developer to dress up the buildings' designs.

Building Materials -- Required: That a minimum of two exterior material types on all building faces, minimum of 30% material type be used on any given wall face. Proposed: Siding and stucco with no mixture of the two on any given face of either townhouse building

style. A proposed Condition of Approval addresses this finding.

Building Colors -- Recommendation: Wide palette, not restricted to earth tones or desert landscape colors. Proposed: white, grey and black tones predominating one building style, the other feature an added color type per unit (e.g., bluey/green, etc.) Depth of color choice may be inadequate. Again, whether the color suite is sufficiently compliant is a subjective decision left to the Council.

Garage Doors -- Required: That to cause garage doors to not be a dominant architectural element, they be placed at the sides or rears of buildings or be recessed from front wall planes of units. Many (138) townhouse units are intended to have be "rear loaded" garages; the balance that are front loaded (76) do not feature the garages being recessed; rather, they are rather forward of unit entryways. A proposed Condition of Approval addresses this finding.

Lighting -- All lighting fixtures on building (and poles) to be shielded and down-directed. Given the requirements of pole lights in the City and that townhouse structures are proposed (vs. commercial buildings), it is anticipated that lighting will be made compliant with code.

Mailbox Structure(s) -- Recommended: Cluster mailboxes for multi-family townhouse projects should be used and that those should, in materials and color, harmonize with the buildings to which they are associated.

Mechanical Equipment -- Required: Mechanical equipment shall screened from public view. No precise code standard noted. Proposed: N/A with townhomes, clubhouse plan details inadequate to determine compliance. Expected that any units associated with clubhouse will have roof screening or more likely be ground mounted and have landscaping and/or screening to hide them from view. A proposed Condition of Approval addresses this finding.

Storage, Loading Areas & Trash Enclosures -- Required: Outdoor storage, loading or trash areas require screening/enclosure. Proposed: N/A given nature of structures in the development.

Parking Provision (EMMC § 17.55.120(c)): Required: Rate of 2 non-tandem stalls per unit plus 1 guest stall for every 3 units (78 total);

min. 1 stall per unit to be enclosed/covered. Proposed: 87 guest spaces; all units to have double car garages.

Access & Streets (EMMC § 16.35.140): Required: Public streets' widths to be 53', 77', 122'. Proposed: All public @ 53', 63', (variation of the 53' type to add an adjoining trail element in the row along one side of the road with planter strip buffers to either side -- see detail) and 122' (Tiffany Boulevard) -- save for the service drive access through the open space providing access to the clubhouse and four private alleys or shared drives (two north/two south) providing access to some of the units. All townhouse dwelling units have direct or indirect access to public streets -- but due to orientation thereto, 96 units are typified as "front-loaded", 138 units as "rear-loaded" as afore-noted.

Connectivity Index: (EMMC § 16.30.090): Required to be (for a MF-1 zoned area) 1.75. Proposed 1.83 (note that the master plan already approved Plat's C's configuration as well).

Screening (EMMC § 16.35.090): Required: Six-foot (6') privacy fencing along the rear or side lot lines of lots intended to abut collector and/or arterial rights-of-way. It may be interpreted that said fencing will be required along the full length (running east/west) of Tiffany Boulevard on its north and south sides adjoining the roadway. Proposed: Six-foot (6') as mandated except for where townhomes are situated that are proposed to face the street whereat a lower rail fence is proposed (see attached landscape plan page L.2).

Common Area & Amenities (EMMC §§ 16.35.105 & 17.25.050(l): All common space is intended to be maintained by a future HOA. Required common area: 5.37 acres. Proposed common space area: 1.5 acres -- balance is in other phases of Parkway Fields. Required amenity points: 542. Proposed: 1438. All units within 1/4 mile of open space and otherwise have access thereto. Main common space amenities include, as required for MF-1 projects, a pool and clubhouse with related parking and landscaping - including linear connecting parks (see attached landscape plan page L.1 and amenity points worksheet).

Note: Staff is still awaiting revised elevations etc. as of the date of this report's publishing.

REQUIRED FINDINGS:

Plat and site plan approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Preliminary Plat Approval review request are outlined in EMMC § 16.20. Approval criteria [Conclusions of Law] for a Site Plan Approval request are stated in EMMC §§ 17.100.050 & 17.100.060. Plats and site plans are to be approved if all required elements and proper design are provided in their plan drawings.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during its review of this matter on July 26, 2022, voted to recommend that Council approve the application package, subject to developer/development compliance with the following conditions:

1. Prior to Council review of Applicant's request for preliminary plat and site plan approvals for Parkway Fields, Phase C subdivision, Developer/Development shall adjust townhouse building elevations so as fully conform to architectural details listed in EMMC § 17.72.040(E)(2), materials usage requirements listed in EMMC § 17.72.040(F)(1), garage door orientation as listed in EMMC § 17.72.040(H), and EMMC § 17.72.030(C); and,
2. Prior to Council review of Applicant's request for preliminary plat and site plan approvals for Parkway Fields, Phase C subdivision, Developer/Development shall adjust detail mechanical equipment screening plans for the clubhouse based on standards in EMMC § 17.72.040(K); and,
3. The applicant receive [written] approval from the Planning Director for the deviation in phasing [build-out] as outlined in 5.2.2 of the MDA.
4. Further, the Commission agreed to recommend that a desired 2-rail, 3' high fence be placed adjacent to both sides of Tiffany Boulevard where it traverses the project in lieu of 6' screening.

ATTACHMENTS:

[Vicinity Map](#)

[MDA Zoning Map](#)

Preliminary Plat

Landscape and Open Space Plans & Worksheet

Parkway Fields Townhome Elevations

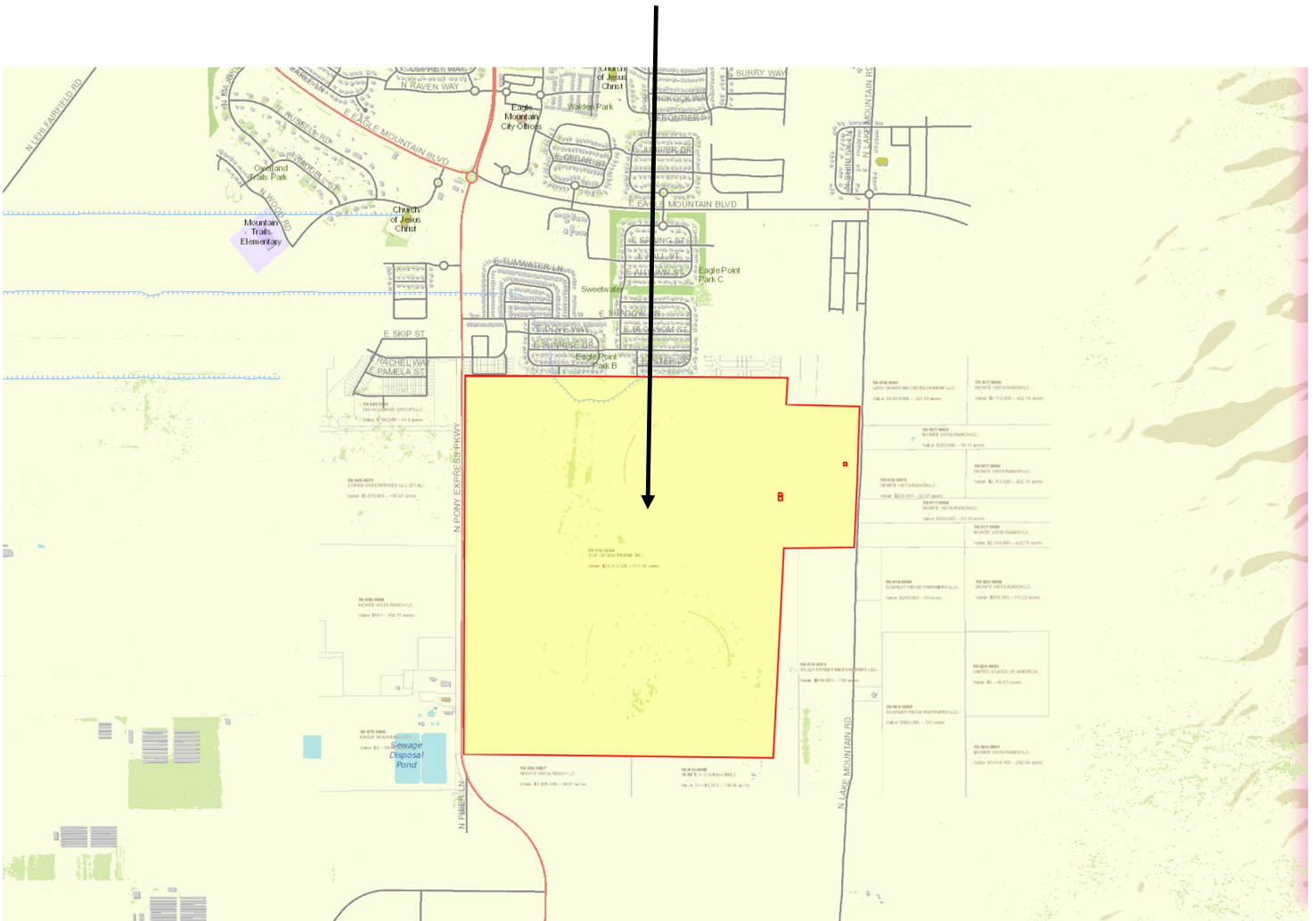
Ault Farms MDA

Ault Farms MDA Exhibits

VICINITY MAP

Utah County Parcel Map Snippet

Property



Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

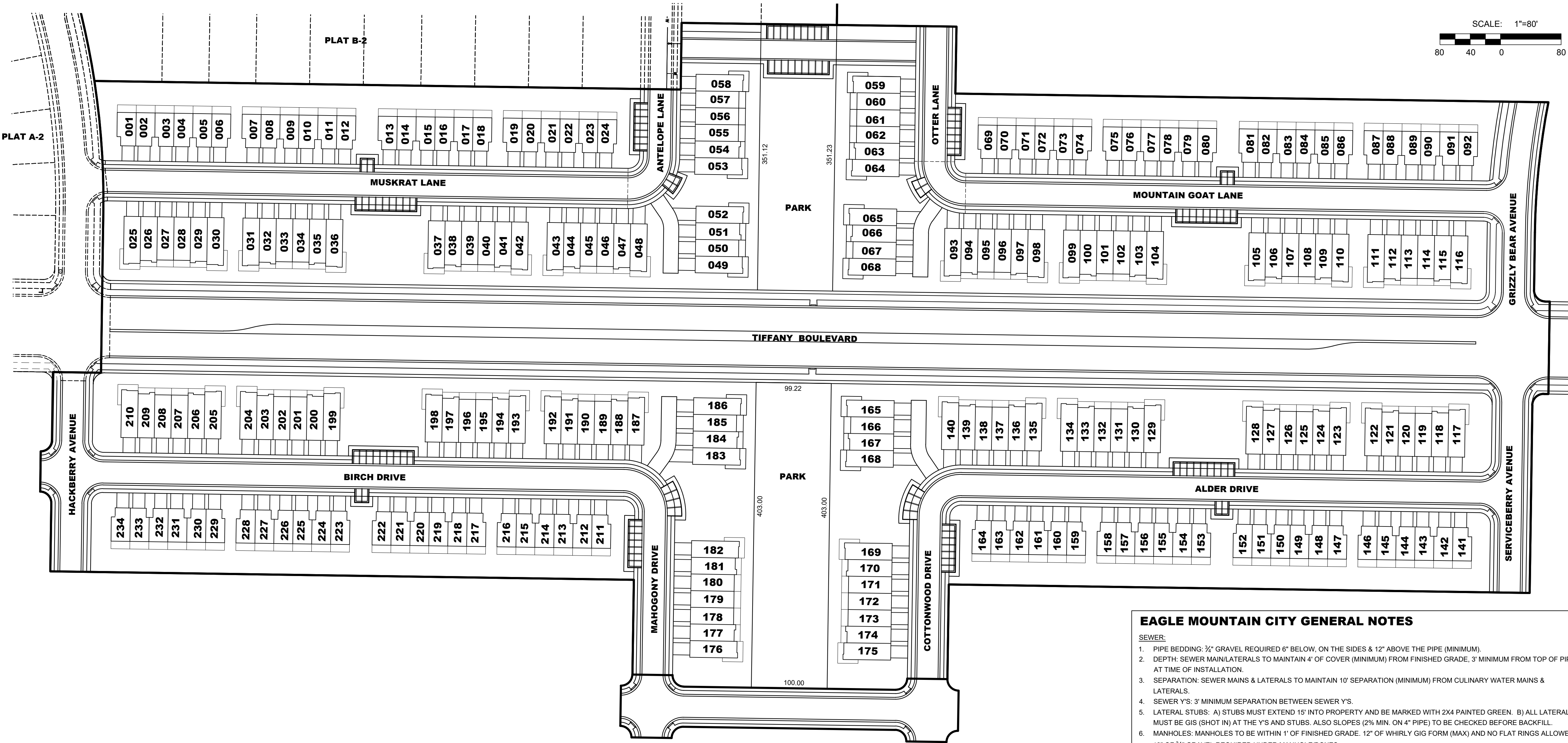
Open Space - Improved

Open Space - Natural



PARKWAY FIELDS PRELIMINARY PHASE C

EAGLE MOUNTAIN CITY, UTAH



PRELIMINARY DESCRIPTION

A parcel of land located in the Southeast Quarter Section 13 and the Northeast Quarter of Section 24, Township 6 South, Range 2 West, Salt Lake Base & Meridian and the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, described as follows:

Beginning at a point located N89°54'05"W along the Section Line 2021.15 feet and North 64.64 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence S00°50'25"W 122.00 feet; thence N89°09'35"W 6.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S45°50'25"W 21.21 feet; thence S00°50'25"W 248.00 feet; thence N89°09'35"W 766.94 feet; thence S00°50'25"W 125.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S44°09'35"E 21.21 feet; thence S00°50'25"W 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S45°50'25"W 21.21 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"W 21.21 feet; thence N89°09'35"W 280.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S45°50'25"W 21.21 feet; thence N89°09'35"W 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"W 21.21 feet; thence N00°50'25"E 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N45°50'25"E 21.21 feet; thence N00°50'25"E 125.00 feet; thence N89°09'35"W 770.50 feet; thence N00°50'25"E 90.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"W 21.21 feet; thence N00°50'25"E 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"E 21.21 feet; thence S89°09'35"E 63.45 feet; thence N00°50'25"E 213.09 feet; thence along the arc of a curve to the left 172.71 feet with a radius of 1036.50 feet through a central angle of 09°32'49", chord: N03°56'00"W 172.51 feet; thence S89°09'35"E 774.23 feet; thence N00°46'37"E 88.00 feet; thence S89°13'23"E 363.00 feet; thence S00°54'13"W 88.40 feet; thence S89°09'35"E 783.06 feet; thence along the arc of a non-tangent curve to the left 172.82 feet with a radius of 973.50 feet through a central angle of 10°10'16", chord: S05°55'33"W 172.59 feet; thence S00°50'25"W 76.09 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S44°09'35"E 21.21 feet; thence S89°09'35"E 6.00 feet to the point of beginning.

Contains: ±31.28 Acres
1,362,630 Sq. Ft.

EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER:

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

WATER:

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

STORM DRAIN:

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

ROAD SECTION:

- PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: i.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
- UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
- COLLARS: ALL COLLARS TO BE 1" WIDE BY 1" DEEP WITH A 6000 psi CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (¾" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE ¾" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE ½" TO ¾" DOWN FROM ASPHALT EDGE.

VICINITY MAP

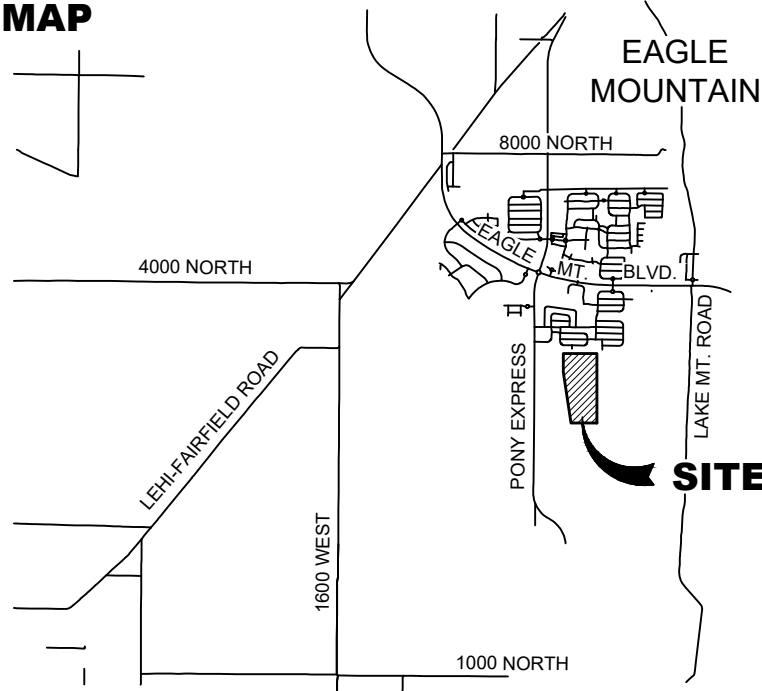


TABLE OF CONTENTS

101	COVER
201	LOT LAYOUT
301	UTILITY PLAN
401	GRADING PLAN
501	PHASING PLAN/ LOT PLAN
502	DETAILS

TABULATIONS

TOTAL ACREAGE:	31.28 ACRES
TOTAL OPEN SPACE:	9.35 ACRES
OVERALL DENSITY:	7.5 LOTS/ACRE
TOTAL # OF LOTS:	234 LOTS
ASPHALT PAVEMENT AREA:	150,178.90 SF

PARKING LOT TABULATIONS

PLAT	
TOWNHOMES	234 TOTAL
FRONT LOAD	96 TOWNHOMES
REAR LOAD	138 TOWNHOMES
PARKING REQUIRED	78 STALLS
PARKING PROVIDED	87 STALLS

NOTES

- ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
- ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
- ALL WATER TEES TO BE FLANGED WITH FLANGED VALVES.
- SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE.
- DRIVEWAY SLOPES NOT TO EXCEED 12%.
- NO DEFLECTIONS ALLOWED ON WATER LINES.
- ALL FILL WITHIN ROADWAYS TO BE ENGINEERED FILL.
- STORM DRAIN PIPE SIZING TO BE PROVIDED AT FINAL DESIGN.
- SUBDIVISION MUST MEET DARK SKY STANDARDS (PER CODE 17.56).
- GARBAGE COLLECTION WILL BE DONE WITH INDIVIDUAL GARBAGE CANS.
- ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES WILL BE ADHERED TO.

LEGEND

EXISTING	PROPOSED	
---	---	BOUNDARY LINE
---	---	STREET CENTERLINE
---	---	EASEMENT LINE
---	---	LOT LINES
---	---	SEWER PIPE
---	---	SEWER MANHOLE
---	---	SEWER SERVICE
---	---	STORM DRAIN PIPE (RCP)
---	---	STORM DRAIN MANHOLE
---	---	CURB INLET
---	---	COMBO BOX
---	---	4X4' CATCH BASIN
---	---	3X3' CATCH BASIN
---	---	INLET/OUTLET W/ GRATE
---	---	CULINARY WATER PIPE
---	---	45" PIPE ELBOW (W)
---	---	22.5" PIPE ELBOW (W)
---	---	11.25" PIPE ELBOW (W)
---	---	FIRE HYDRANT
---	---	SERVICE & METER (W)
---	---	PRV (W)
---	---	AIR-VAC VALVE (W)
---	---	BLOW-OFF (W)
---	---	TEMP. BLOW-OFF (W)
---	---	VALVE (W & SW)
---	---	TEE
---	---	CROSS
---	---	PRESSURIZED IRRIGATION
---	---	45" PIPE ELBOW (PI)
---	---	22.5" PIPE ELBOW (PI)
---	---	11.25" PIPE ELBOW (PI)
---	---	SINGLE SW SERVICE
---	---	DUAL SW SERVICE
---	---	AIR-VAC VALVE (PI)
---	---	BLOW-OFF (SW)
---	---	TEMP. BLOW-OFF (PI)
---	---	STOP SIGN
---	---	STREET SIGN
---	---	MONUMENT
---	---	FENCE
---	---	STREET LIGHT
---	---	POWER POLE
---	---	DITCH
---	---	FIBER OPTIC
---	---	GAS
---	---	OVERHEAD POWER
---	---	FLOW ARROW
---	---	CONTOURS

DEVELOPER / OWNER

FLAGSHIP HOMES
PETE EVANS
(801) 766-4442

ENGINEER

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

PROJECT NAME

PARKWAY FIELDS PHASE C

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

NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C

EAGLE MOUNTAIN, UTAH

COVER

REVISIONS

1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-

LEI PROJECT #:

2019-0046

DRAWN BY:

CJL

DESIGNED BY:

BCT

SCALE:

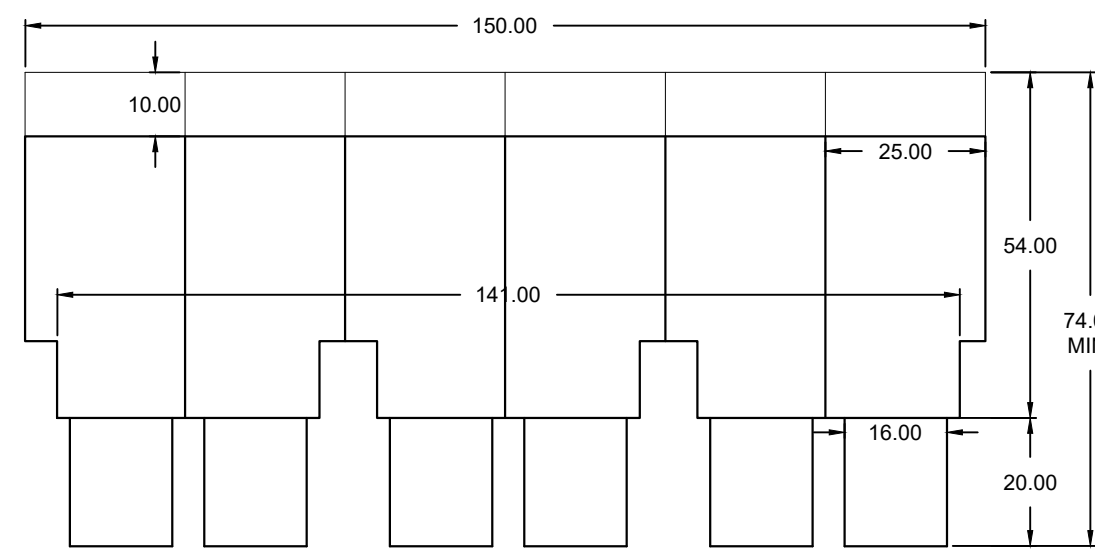
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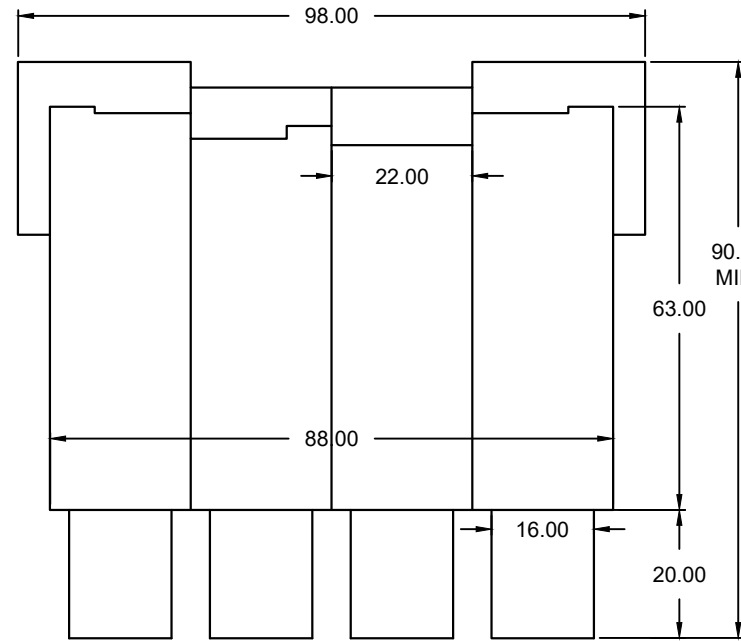
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SHEET

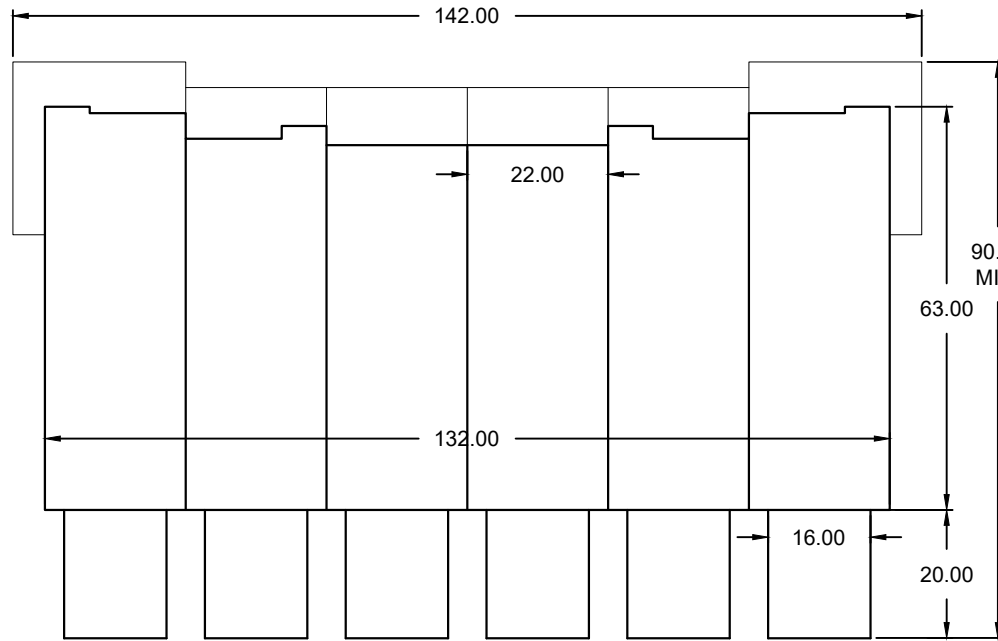
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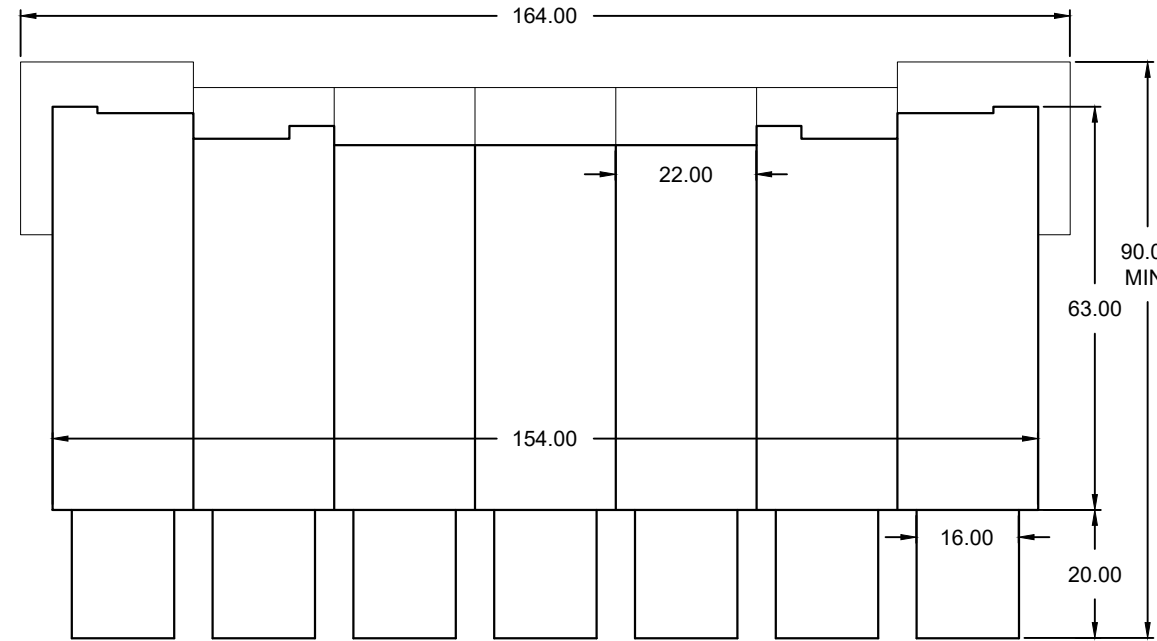
(16) FRONT LOAD BUILDING DETAILS (TYP.)



(4) REAR LOAD BUILDING DETAILS (TYP.)



(18) REAR LOAD BUILDING DETAILS (TYP.)



(2) REAR LOAD BUILDING DETAILS (TYP.)

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	
C1	15.00	90°00'00"	23.56	N44°09'35"W 21.21	
C2	15.00	90°00'00"	23.56	N45°50'25"E 21.21	
C3	15.00	90°00'00"	23.56	N44°09'35"W 21.21	
C4	15.00	90°00'00"	23.56	N44°09'35"E 21.21	
C5	1036.50	9°32'49"	172.71	N3°56'00"W 172.51	
C6	973.50	10°10'16"	172.82	S5°55'33"W 172.59	
C7	15.00	90°00'00"	23.56	S44°09'35"E 21.21	
C8	15.00	90°00'00"	23.56	S45°50'25"W 21.21	
C9	15.00	90°00'00"	23.56	S44°09'35"E 21.21	
C10	15.00	90°00'00"	23.56	S45°50'25"W 21.21	
C11	15.00	90°00'00"	23.56	N44°09'35"W 21.21	
C12	15.00	90°00'00"	23.56	S45°50'25"W 21.21	

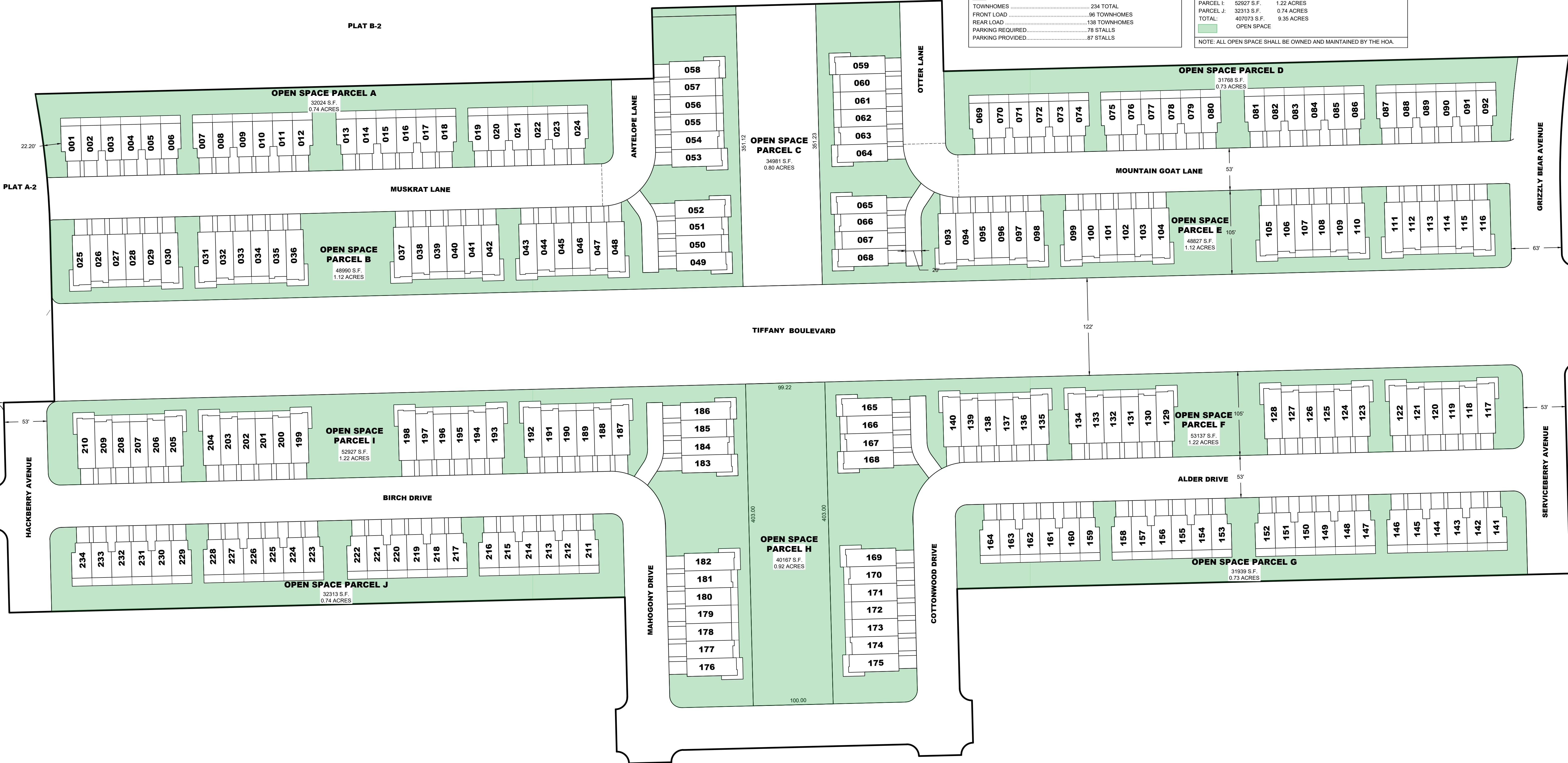
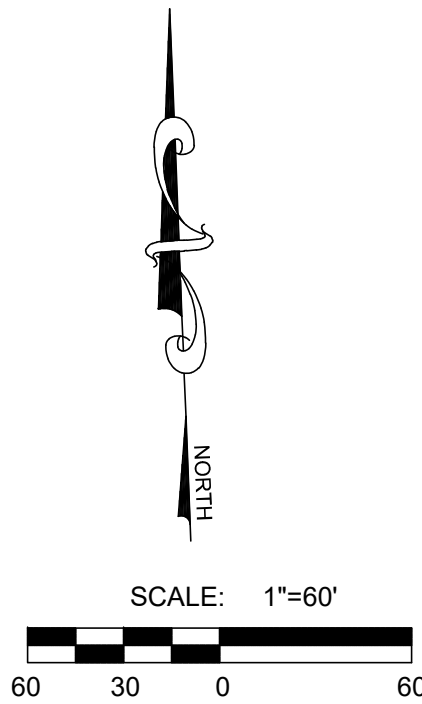
OPEN SPACE TABULATIONS

PARCEL A:	32024 S.F.	0.74 ACRES
PARCEL B:	48990 S.F.	1.12 ACRES
PARCEL C:	34981 S.F.	0.80 ACRES
PARCEL D:	31768 S.F.	0.73 ACRES
PARCEL E:	48827 S.F.	1.12 ACRES
PARCEL F:	53137 S.F.	1.22 ACRES
PARCEL G:	31939 S.F.	0.73 ACRES
PARCEL H:	40167 S.F.	0.92 ACRES
PARCEL I:	52927 S.F.	1.22 ACRES
PARCEL J:	32313 S.F.	0.74 ACRES
TOTAL:	407073 S.F.	9.35 ACRES
OPEN SPACE		

NOTE: ALL OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOA.

TABULATIONS

PLAT	
TOWNHOMES	234 TOTAL
FRONT LOAD	96 TOWNHOMES
REAR LOAD	138 TOWNHOMES
PARKING REQUIRED	78 STALLS
PARKING PROVIDED	87 STALLS



PARKWAY FIELDS PRELIMINARY PHASE C

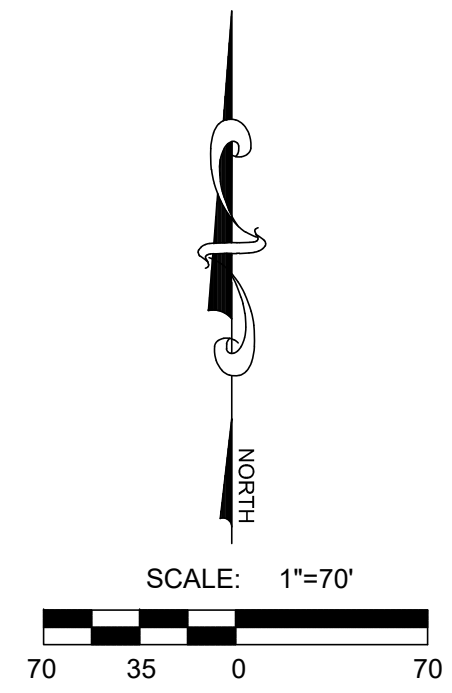
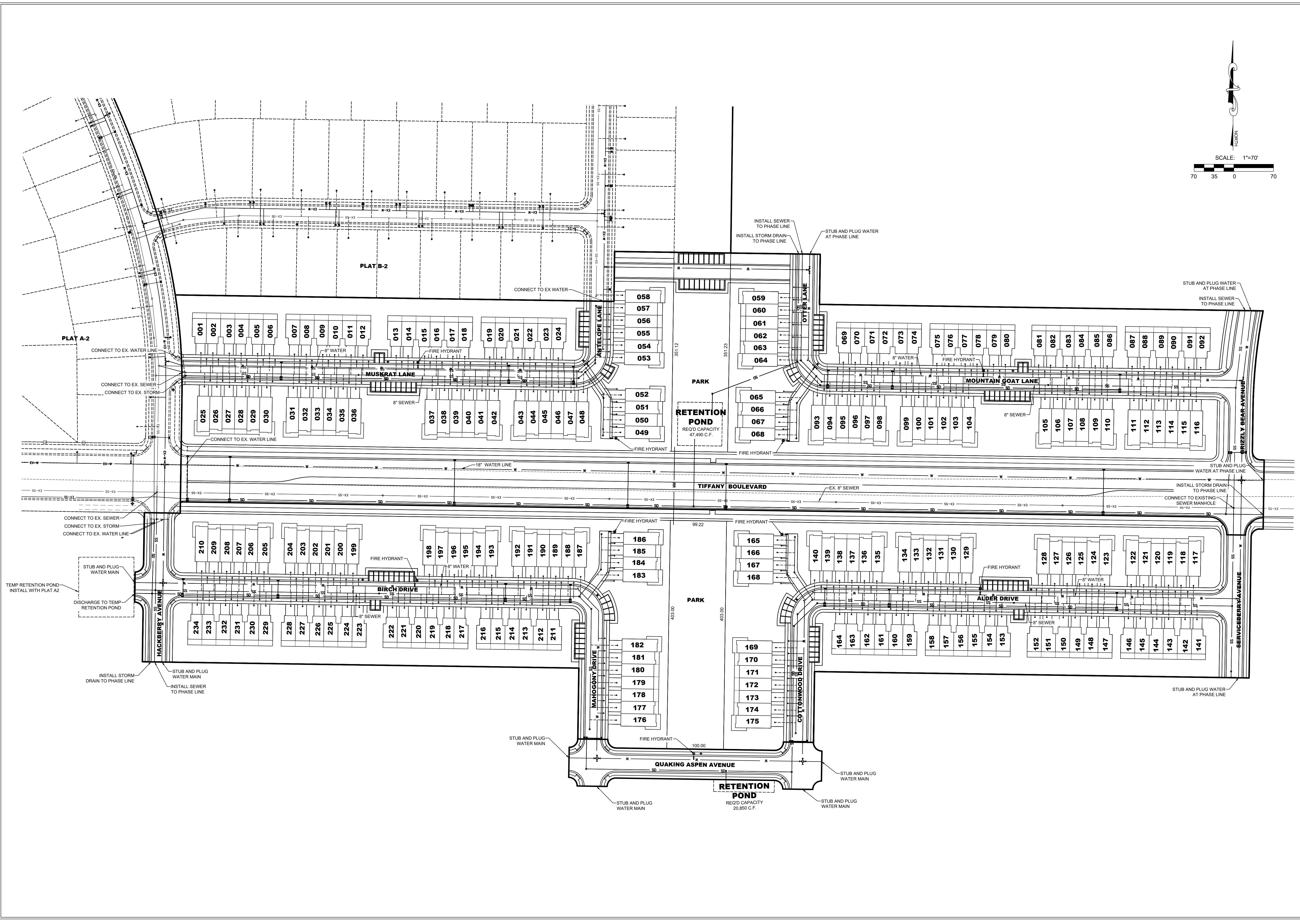
EAGLE MOUNTAIN, UTAH

LOT LAYOUT

REVISIONS	
1	
2	
3	
4	
5	
6	

LEI PROJECT #:	2019-0046
DRAWN BY:	CJI
DESIGNED BY:	BCT
SCALE:	1"=60'
DATE:	07/07/2022

NOT FOR
CONSTRUCTION



LEI

A Utah Corporation

ENGINEERS

SURVEYORS

PLANNERS

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

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CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C

EAGLE MOUNTAIN, UTAH

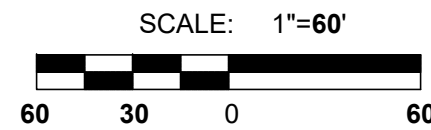
UTILITY LAYOUT

REVISIONS	
1	
2	
3	
4	
5	
6	
LEI PROJECT #: 2019-0046	
DRAWN BY: CJI	
DESIGNED BY: BCT	
SCALE: 1"=70'	
DATE: 07/07/2022	
SHEET	



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CONSTRUCTION

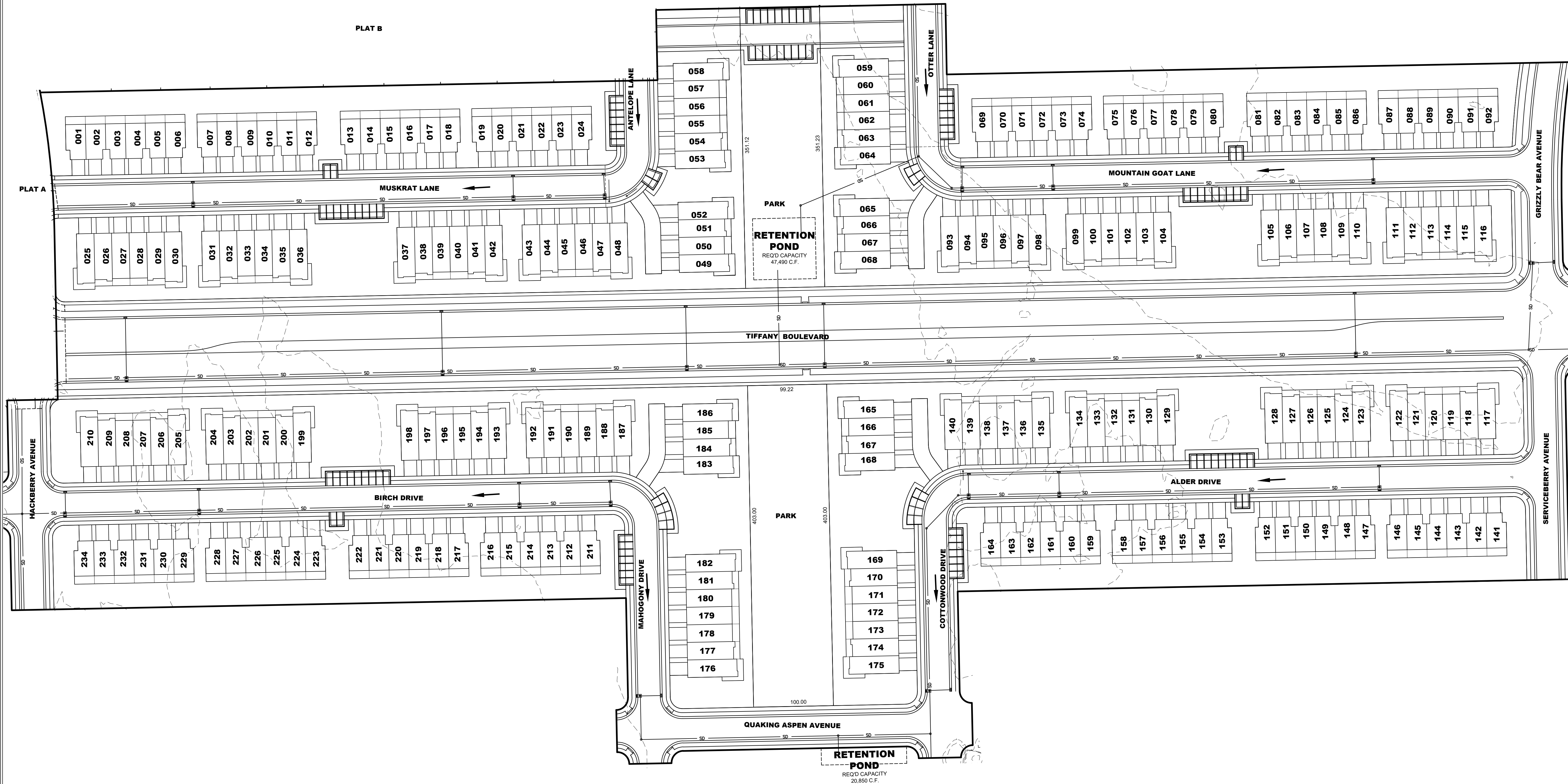
PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
GRADING PLAN

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2019-0046
DRAWN BY:
CJI
DESIGNED BY:
BCT
SCALE:
1"=60'
DATE:
07/07/2022

SHEET

401





- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS

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Spanish Fork, UT 84660
Phone: 801.798.0555
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www.lei-eng.com

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CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C

EAGLE MOUNTAIN, UTAH

PHASING PLAN /LOT PLAN

REVISIONS

1	-	
2	-	
3	-	
4	-	
5	-	
6	-	

LEI PROJECT #:

2019-0046

DRAWN BY:

CJI

DESIGNED BY:

BCT

SCALE:

1"=60'

DATE:

07/07/2022

SHEET

501

LOT TYPE LEGEND

TH (234 LOTS)

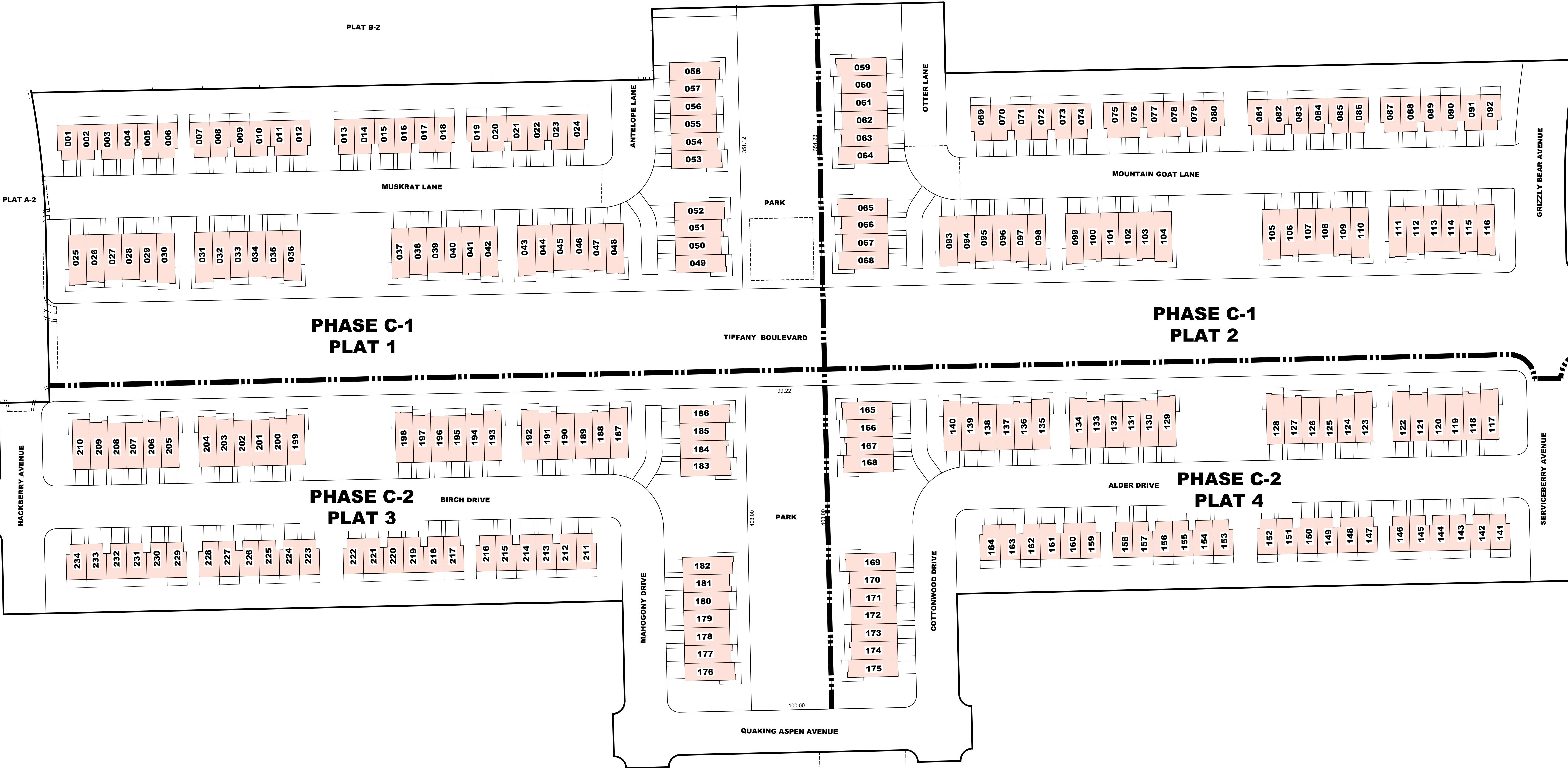
TOTAL LOTS = 234

SCALE: 1"=60'

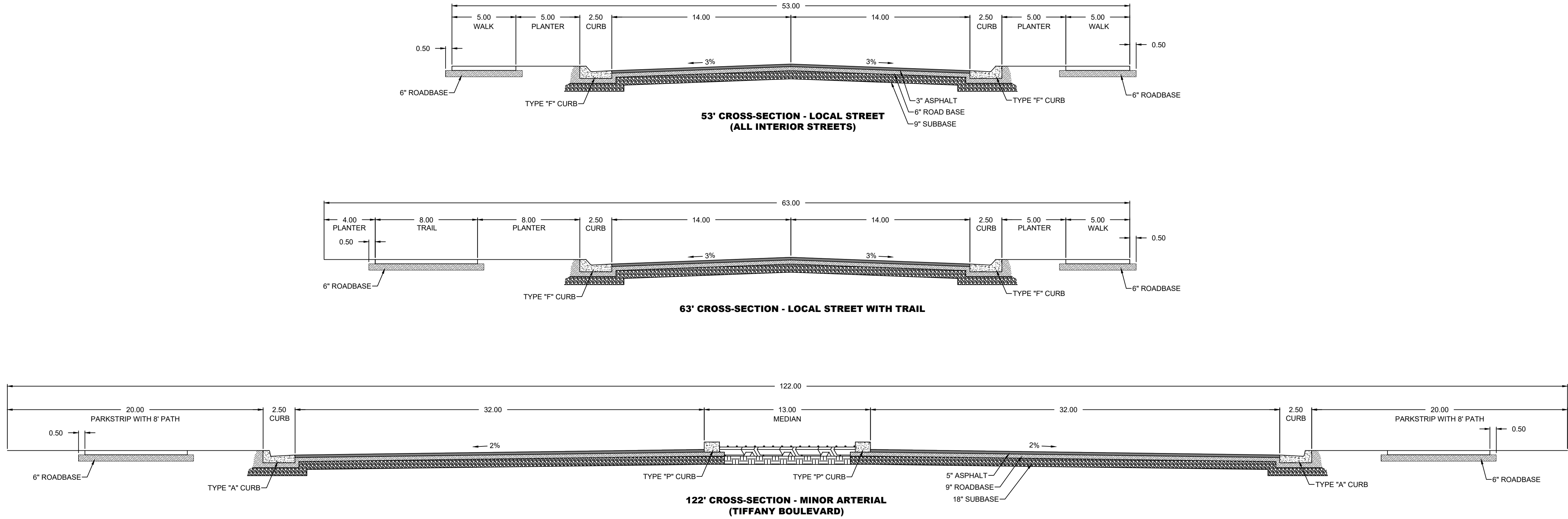


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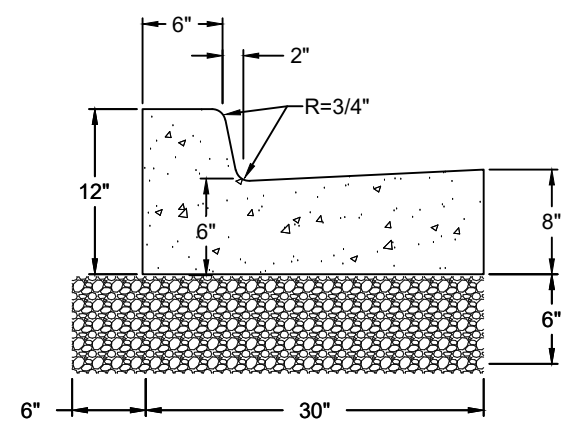
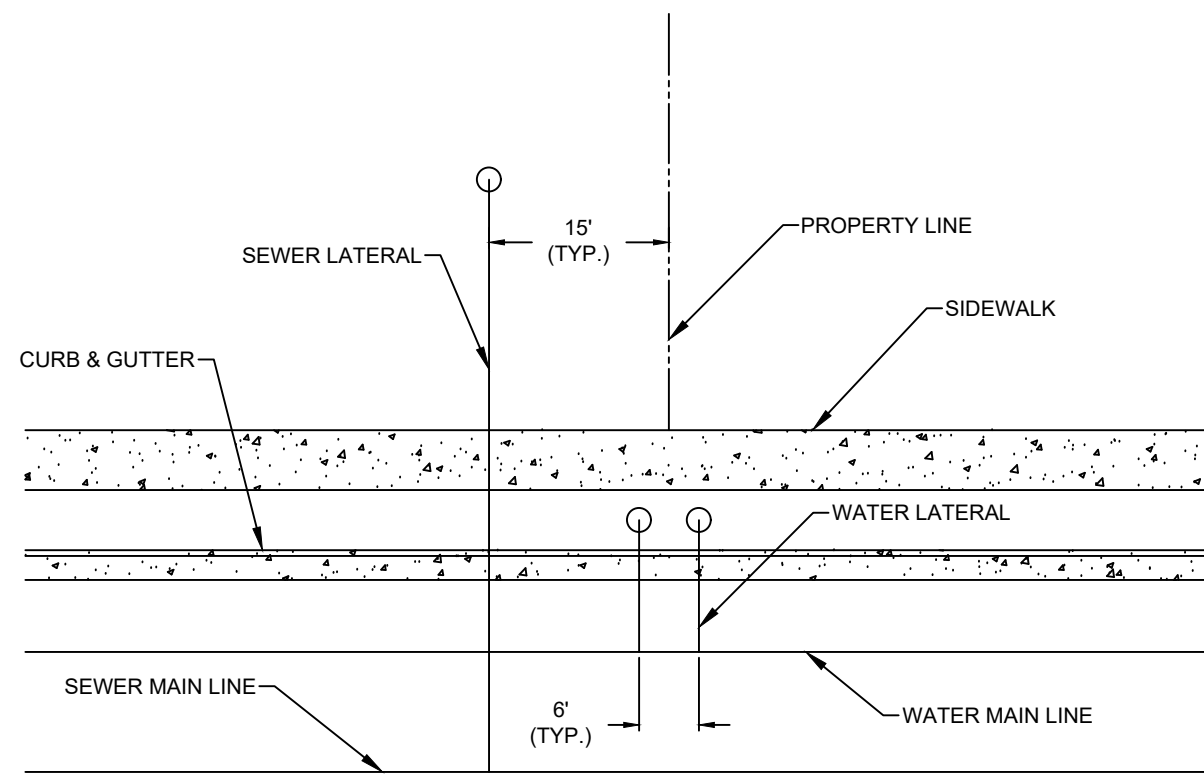
PLAT



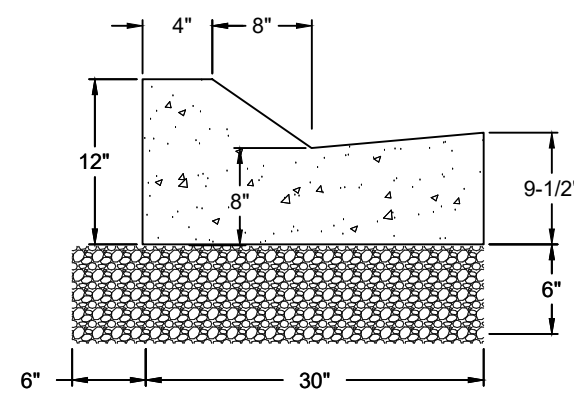
1 ROADWAY CROSS SECTIONS



3 TYPICAL UTILITY SERVICE DETAIL



TYPE A



TYPE F

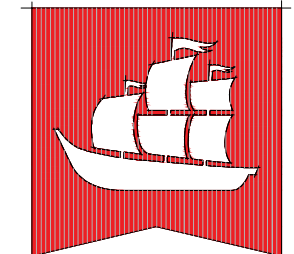
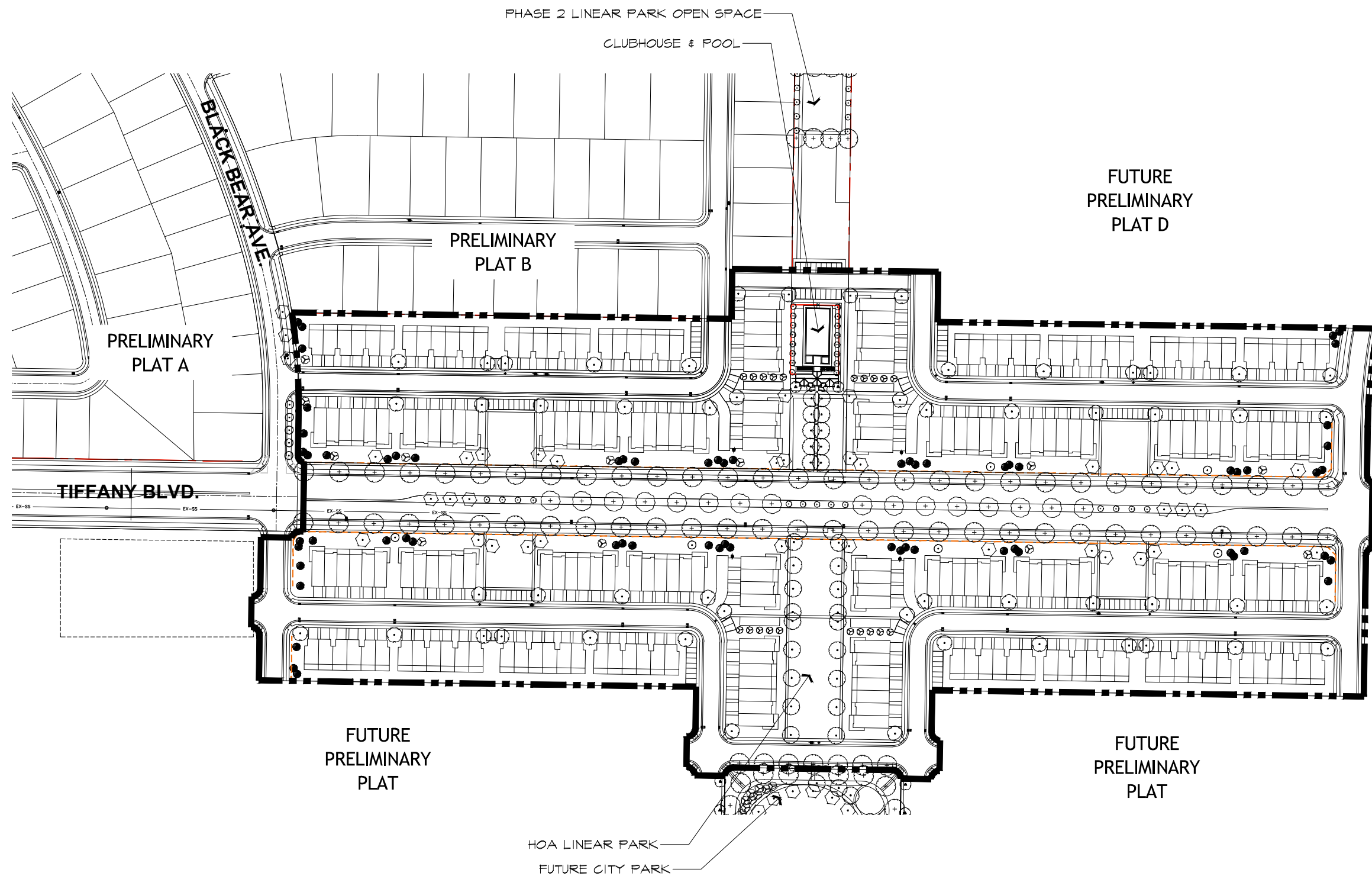
2 APWA CURB & GUTTER

PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
DETAILS

REVISIONS	
1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:	2019-0046
DRAWN BY:	CJI
DESIGNED BY:	BCT
SCALE:	1"=NTS
DATE:	07/07/2022

NOT FOR
CONSTRUCTION



flagship
homes

1250 East 200 South, Ste. 1D
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

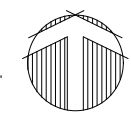
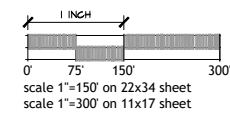
PARKWAY FIELDS

PRELIMINARY PLATS C LANDSCAPE PLANS

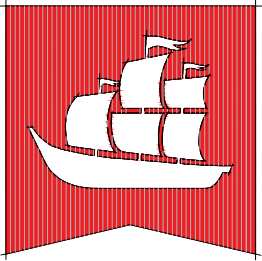
Tiffany Boulevard . Eagle Mountain City . Utah

M A Y 2 0 2 2

LANDSCAPE
overview



L1.0



flagship
homes

1250 East 200 South, Ste. 1D
Lehi | Utah | 84043



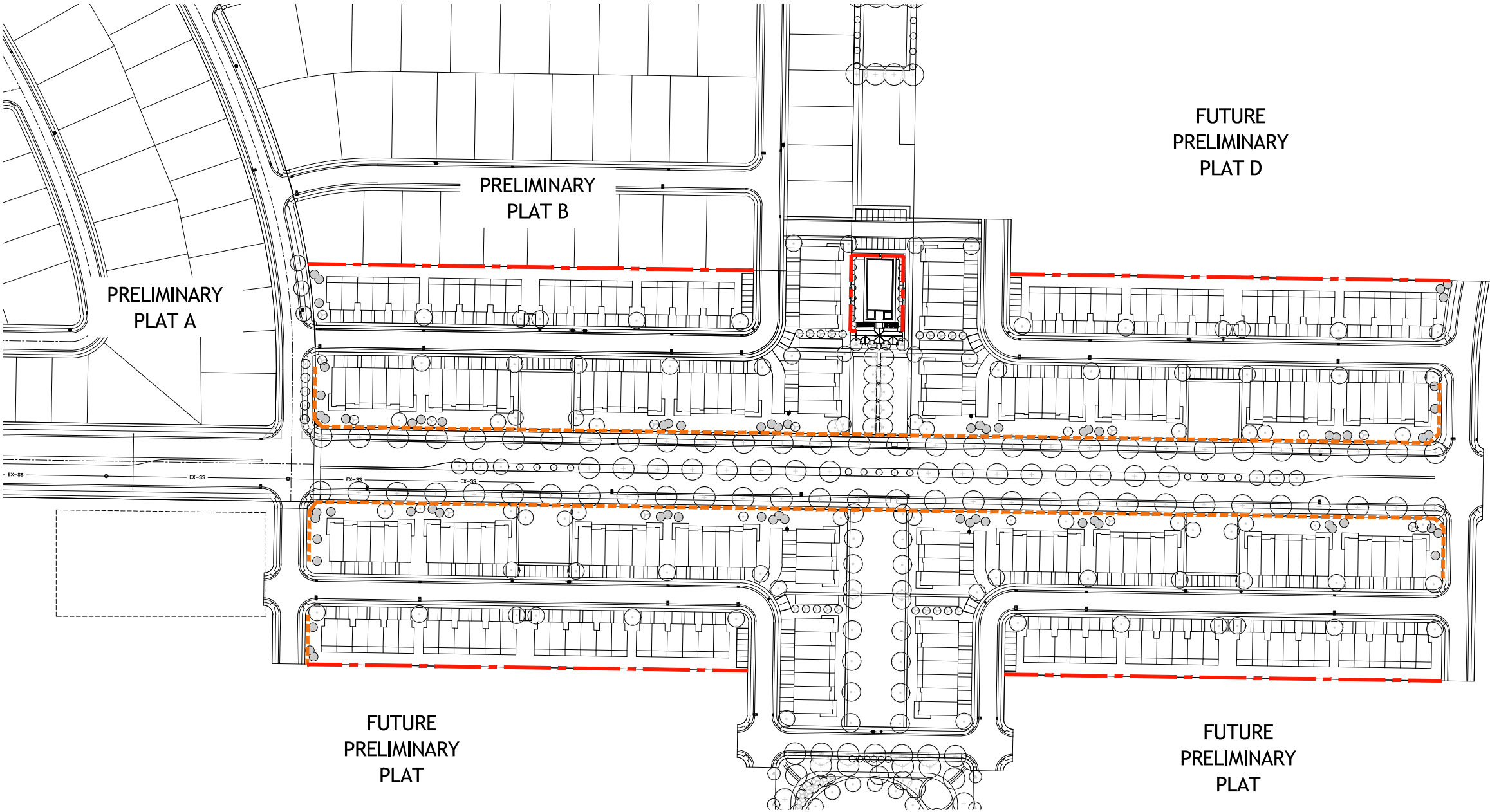
call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

PARKWAY FIELDS
PRELIMINARY PLATS C LANDSCAPE PLANS
Tiffany Boulevard . Eagle Mountain City . Utah

M A Y 2 0 2 2

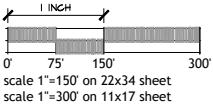
LANDSCAPE
fencing overview

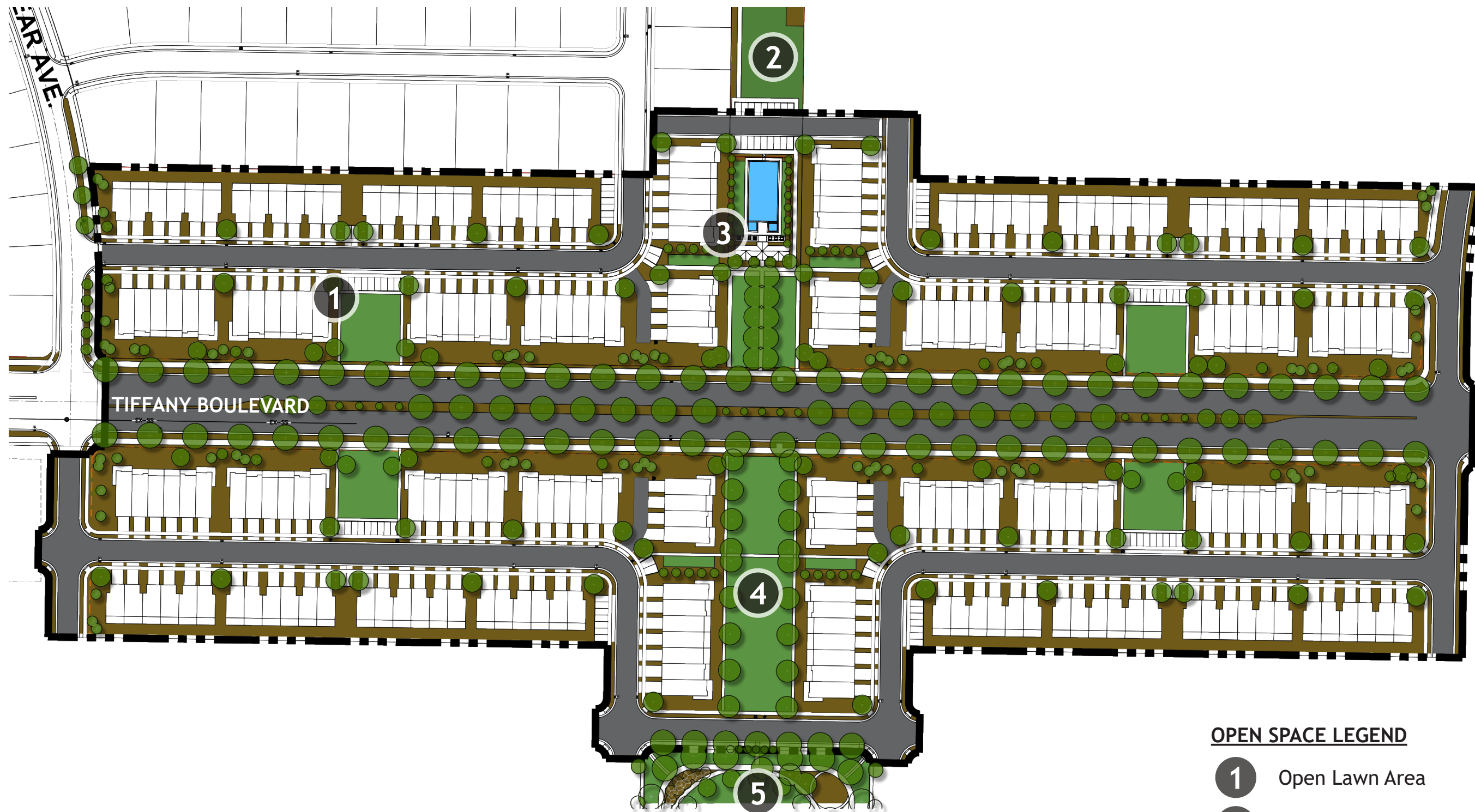
L2.0



FENCING LEGEND

- 3' ht. Rail Fence
- 6' ht. Privacy Fence





OPEN SPACE LEGEND

- ① Open Lawn Area
- ② Linear Park (Phase B)
- ③ Clubhouse & Pool
- ④ Linear Park
- ⑤ South City Park (Future Phase G)

PARKWAY FIELDS PHASE C | Open Space Illustration
Eagle Mountain . Utah

*Waterwise landscaping principles
 implemented through project.



PARKS & OPEN SPACE WORKSHEET

Parkway Fields Preliminary Plat C

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units		Required Open Space (Square Feet) ^a	Required Open Space (Acres) ^b
236	x 1,000 =	236,000 sq ft	/ 43,560 = 5.42 Acres

Park Fee-In-Lieu (if applicable)		
Required Open Space (Square Feet) ^a		Total Fee-In-Lieu
sq ft	x \$5.75 =	\$

Required Amenity Points		
Required Open Space (Acres) ^b		Required Amenity Points
5.42 Acres	x 100 =	542 Points

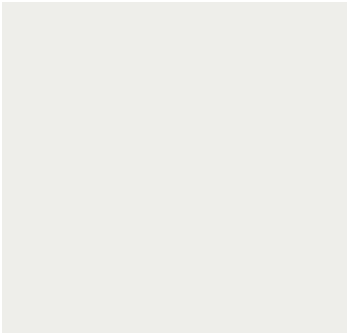
Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	1	2
Trees (5) (A majority must be shade trees)	2	176	70
Shade Structure	4	1	4
Drinking Fountain	5	1	5
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1712	171
Parking* (5 stalls)	6	54	64
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4		
Playground Equipment* per \$1,000	2		
Splash Pad* per \$1,000 (Pool 3,600 SF ~40'x82')	2	500,000	1,000
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100		
Restroom (600+ sq ft)	100	1	100
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other:	Varies		
Other:	Varies		
TOTAL			1,438

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

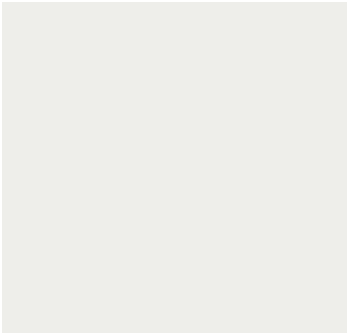




Scheme 1



Siding/Board & Bat
Snowscape White



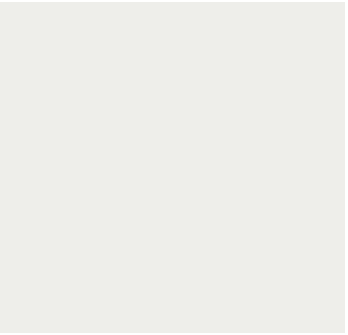
Trim
Snowscape White



Front Door
Peppercorn



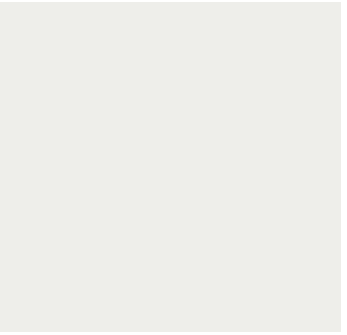
Roof
Moire Black



Garage Door
White



Soffit & Fascia
Black

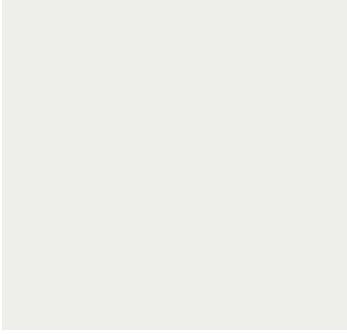


Windows
White

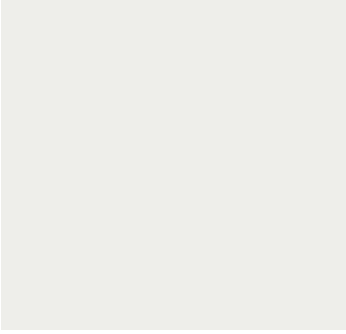
Scheme 2



Siding/Board & Bat
Tundra Gray



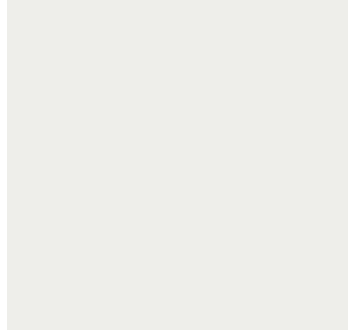
Trim
Snowscape White



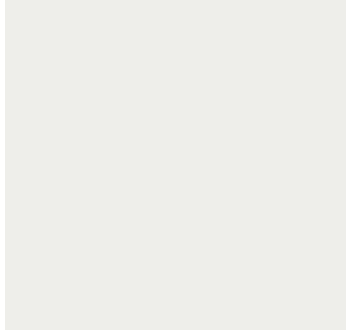
Front Door
Extra White



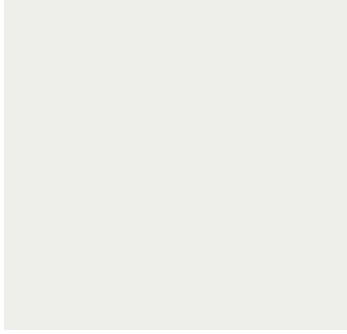
Roof
Moire Black



Garage Door
White



Soffit & Fascia
White



Windows
White







BACK ELEVATION

**MASTER DEVELOPMENT AGREEMENT
FOR
AULT FARMS**

This *Master Development Agreement for Ault Farms* (this “**Agreement**” or “**MDA**”) is entered into as of this _____ day of December, 2021 (the “**Effective Date**”) between Flagship EM Holdings, a Utah limited liability company (“**Developer**”) and Eagle Mountain City, a Utah Municipal Corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. Developer owns or controls certain real property within the City’s boundaries, and which is legally described in Exhibit A (“**Property**”);

B. Developer intends to develop the northern portion of the Property as a master planned community known as Ault Farms (“**Project**”), in accordance with the project master plan (“**Master Plan**”) attached hereto as Exhibit B. On July 20, 2021, the Eagle Mountain City Council approved the rezone of portions of the Property and a general plan amendment, along with the project master plan. The southern approximately 209.98 acres of the Property is not included in the Project and is not a part of this Agreement;

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

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

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City’s General Plan, and the Eagle Mountain City.

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

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

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

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

- 1.3. **Buildout** means the completion of all of the development on the entire Project.
- 1.4. **Council** means the elected City Council of Eagle Mountain.
- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Flagship EM Holdings, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and General Plan Amendment Notice of Decision and the Master Development Plan Notice of Decision for Ault Farms, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit D.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan attached hereto as Exhibit E.

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

1.19. **Property** means the approximately 542.50 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

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

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, a copy of which is attached hereto as Exhibit C.

2. **ZONING**. As of the Effective Date, the Property is zoned by the City in accordance with the Zoning Map, attached hereto as Exhibit C.

3. **TERM OF AGREEMENT**. In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. **VESTED RIGHTS**.

4.1. **General Vesting**. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as

specifically provided herein. The Parties specifically intend that this MDA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

4.2. **Unit Density.** Developer shall be entitled to develop the Project in accordance with the densities permitted by the zoning in place on the Property as of the Effective Date. Developer shall not transfer density from one zone or development area to another. The addition of a school or church shall not result in the transfer of any units or density.

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

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

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

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

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

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

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

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

5. DEVELOPMENT OF THE PROJECT.

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

5.2 Phasing.

5.2.1 Developer shall develop the Project in accordance with the Phasing Plan attached hereto as Exhibit E. Unless otherwise shown on the infrastructure phasing exhibits, road and infrastructure construction shall correspond with adjoining residential or commercial development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by City Planning Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

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

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

5.5 **Changes to Project.** No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Master Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) substantially changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made without the consent of City Council prior to plat recording.

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

6. INFRASTRUCTURE.

6.1 Roads.

6.1.1 Roads shall be constructed in location and size in accordance with the Transportation Master Plan, attached hereto as Exhibit F. The timing of construction of roads

shall occur in accordance with the Phasing Plan, subject to Section 5.2.2.

6.1.2 Internal Roads. Developer shall be required to construct all roads within the Project and shown on the Transportation Master Plan. The Transportation Master Plan includes two minor collector roads, a minor arterial (Tiffany Lane), and a major arterial that are larger than the required project plan widths. Upon completion of the roads that are shown on the Transportation Master Plan as being larger than the project plan widths, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement amount shall include the value of the land under the upsized portion of the road. For example, Tiffany Lane is shown as a 77' project plan road and is currently shown as a 122' master plan road. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 77' road to a 122' road and for the value of the additional 45' of land. Developer acknowledges that updates to the City's Master Transportation Plan may increase or decrease the size of any road within the Project. Thus, if Tiffany Lane is decreased to a 94' road, City would reimburse for the Reimbursable Costs to upsize from a 77' road to a 94' road, and for the additional 17 feet of land.

For purposes of this Section 6.2.2, City and Developer agree that the reimbursable cost of land for the portion of any upsized road shall be \$130,000 per acre. City may reduce the size of the two minor collector roads to 53', but restrict driveway access onto the roads. Developer shall not be entitled to reimbursement for the minor collector roads if they are 53' limited access roads.

6.1.3 Pony Express Parkway. Developer shall dedicate to the City, without reimbursement, approximately 15'-18' of property on the west side of the Project, in accordance with the Pony Express Parkway Exhibit (Exhibit I), for expansion of Pony Express Parkway to provide a 122-foot right of way, and improve the portion of the right of way to the east of the existing asphalt. The Developer improvements shall include curb and gutter, landscaping (design to be approved by the City Parks Director), and an eight-foot asphalt or concrete trail. Improvements shall be made along with adjacent phases of Project.

6.1.4 Developer shall provide to the City up to a 2-acre site for a new city well. The well site shall be located adjacent to the power line corridor and in close proximity to the City's existing well. The City shall pay Developer \$130,000 per acre for the well site. Developer and City shall cooperate in good faith to reduce the size of the well site, including Developer granting to City temporary construction easements and access easements.

6.2 Parks and Open Space.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit G. The Developer shall cooperate with the City in the planning, design and development of these open spaces. A landscape concept plan is attached as Exhibit G, which provides potential designs for each park and open space area. This plan is conceptual only and Developer shall submit detailed landscape plans that comply with Section 16.35.105 of Eagle Mountain's Vested Laws along with each preliminary plat. The City property that abuts the northern boundary of the Project shall be improved by Developer along with the northern phases of development. It is anticipated that the City will own and maintain

the two park areas in the center of the Project, and Developer will dedicate the remaining park and open space areas to the homeowner's association for the Project.

6.2.2 Anticipated minimum open space improvements in the utility corridor include a north-south regional asphalt trail along the length of the project.

6.2.3 Developer acknowledges that City will impose a Park Escrow Fee in accordance with Section 16.35.105(A)(10) of Eagle Mountain's Vested Laws, to be refunded to Developer upon completion of each park within the Project.

6.2.4 Developer acknowledges that the City imposes a Park Impact Fee for community or regional park or recreation facilities. Developer may, in Developer's discretion, propose community or regional park improvements that are in addition to the park improvements required by Sections 16.35.105 and 17.25.040 of Eagle Mountain's City's Vested Laws to meet the parks and open space requirements for the Project. Community or regional improvements may consist of such amenities as a splash pad, skateboard park, bike park, ice-skating rink, etc. that are intended to attract residents from both inside and outside of the Project. If City approves the proposal, Developer shall be entitled to park impact fee credits for the regional amenities that are above and beyond Developer's park and amenity requirements as detailed in Section 16.35.105 of Eagle Mountain's Vested Laws.

6.3 **Culinary Water, Sewer and Storm Water Facilities.** City has reviewed the Culinary Water Master Plan, Sewer Master Plan and Stormwater Master Plan (the "Utility Plans"), which depict the backbone culinary water, sewer and stormwater infrastructure that the City and Developer anticipate will be required to be constructed by Developer (collectively, "Backbone Utility Infrastructure"). A copy of the Culinary Water Master Plan, Sewer Master Plan and Stormwater Master Plan are attached as Exhibit H. Upon completion of the Backbone Utility Infrastructure that is shown on the Utility Plans as being larger than the project plan sizes, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of upsizing the Backbone Utility Infrastructure. Developer acknowledges that City may require reasonable variations in the Backbone Utility Infrastructure, and Developer shall cooperate with City to reasonably adjust the size and location of the Backbone Utility Infrastructure.

6.4 **Water.** Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate or purchase 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 any plat until such requirements are fully satisfied.

6.5 **Secondary Water System.** City is currently considering adoption of a secondary water system in the southern portion of City. Developer agrees to cooperate with the City to install a secondary system within the Project, in accordance with the City Code requirements. City and Developer will consider the effect of the secondary water system upon the water dedication requirements prior to such water dedication.

6.6 **Easements.** Developer shall grant to the City, at no cost to the City, all easements

necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

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

6.8 **Reimbursement for Uncontemplated Upsizing.** City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Parks and Open Space.** In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. **DEFAULT.**

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

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

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

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

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

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

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

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

9. **DEVELOPER'S EXCLUSIVE REMEDY.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

11. **ASSIGNABILITY.** Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

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

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

11.4. **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

12. RECORDING OF AGREEMENT. If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. SEVERABILITY. If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

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

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

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

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

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

19. APPLICABLE LAW. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and

enforced in accordance with the laws of the State of Utah.

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

To the Developer:

To the City:

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

21. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

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

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

24. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business days prior written

request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

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

26. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

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

DATED this ____ day of _____, 2021.

FLAGSHIP EM HOLDINGS

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2021, personally appeared before me
_____, who being by me duly sworn, did say that (s)he is the
_____ of **Flagship EM Holdings**, a Utah limited liability company
and that the foregoing instrument was duly authorized by the company at a lawful meeting held
by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this ____ day of _____, 2021.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

Approved as to form:

City Attorney

Exhibit List

- Exhibit A – Legal Description
- Exhibit B - Master Plan
- Exhibit C - Zoning Map
- Exhibit D - Notice of Decision
- Exhibit E - Phasing Plan
- Exhibit F - Transportation Master Plan
- Exhibit G - Parks and Open Space Map & Concepts
- Exhibit H - Utility Plans
- Exhibit I - Pony Express Parkway Exhibit



ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTIONS

Job No. 2021-0067

(November 4, 2021)

COMPOSITE SURVEYED DESCRIPTION

A portion of Sections 18 and 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Sections 13 and 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence N89°54'05"W along the Section Line 225.58 feet; thence S3°11'37"W 1462.55 feet; thence N89°09'35"W 5017.32 feet to the west line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence N0°27'08"E along the east line of Pony Express Parkway 4143.61 feet to the westerly extension of the south line of **EAGLE POINT SUBDIVISION PLATS "B", "C" & "D"**; thence S89°13'23"E along the westerly extension and the south line of the above referenced subdivisions 4994.27 feet to the east line of that real property described in Deed Entry No. 92249:2019; thence S3°15'22"W along said real property 6.22 feet to the north line of that real property described in Deed Entry No. 92396:2019; thence along said real property the following six (6) courses: S89°13'24"E 138.49 feet; thence S3°03'40"W 419.66 feet; thence S87°43'38"E 1163.84 feet to the west side of a county road; thence along said county road the following two (2) courses: S2°08'08"W 1130.21 feet; thence S3°07'51"W 1089.37 feet to the south line of Section 18; thence N89°56'00"W along the Section Line 879.69 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point North 840.51 feet and West 253.90 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence West 50.00 feet; thence South 50.00 feet; thence East 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0009)

Beginning at a point North 1316.37 feet and East 719.67 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0011)

Beginning at a point located North 89°54'05" West 303.90 feet along the section line and North 754.02 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 50.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet to the point of beginning. (Parcel No. 59:018:0045)

Contains: ±542.50 Acres

LESS AND EXCEPTING DESCRIPTION

A portion of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Section 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at a point located N89°54'05"W along the Section Line 307.06 feet and South 1460.42 feet the North Quarter Corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence S3°11'37"W 1851.46 feet; thence N88°54'45"W 4906.36 feet to the east line of Pony Express Parkway as described on **PONY EXPRESS PARKWAY EXTENSION 2** road dedication plat; thence along said dedication plat the following two (2) courses: northwesterly along the arc of a 1120.00 foot radius non-tangent curve to the right (radius bears: N85°10'48"E) 1.17 feet through a central angle of 0°03'35" (chord N4°47'25"W 1.17 feet); thence N89°31'46"W 13.07 feet to the west

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence along east line of Pony Express Parkway the following three (3) courses: northwesterly along the arc of a 1137.00 foot radius non-tangent curve to the right (radius bears: N85°21'53"E) 91.98 feet through a central angle of 4°38'06" (chord: N2°19'04"W 91.95 feet); thence West 4.98 feet; thence N0°27'08"E 1735.95 feet; thence N89°09'35"W 5017.32 to the point of beginning.

Contains: ±209.98 Acres

Master Plan



Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

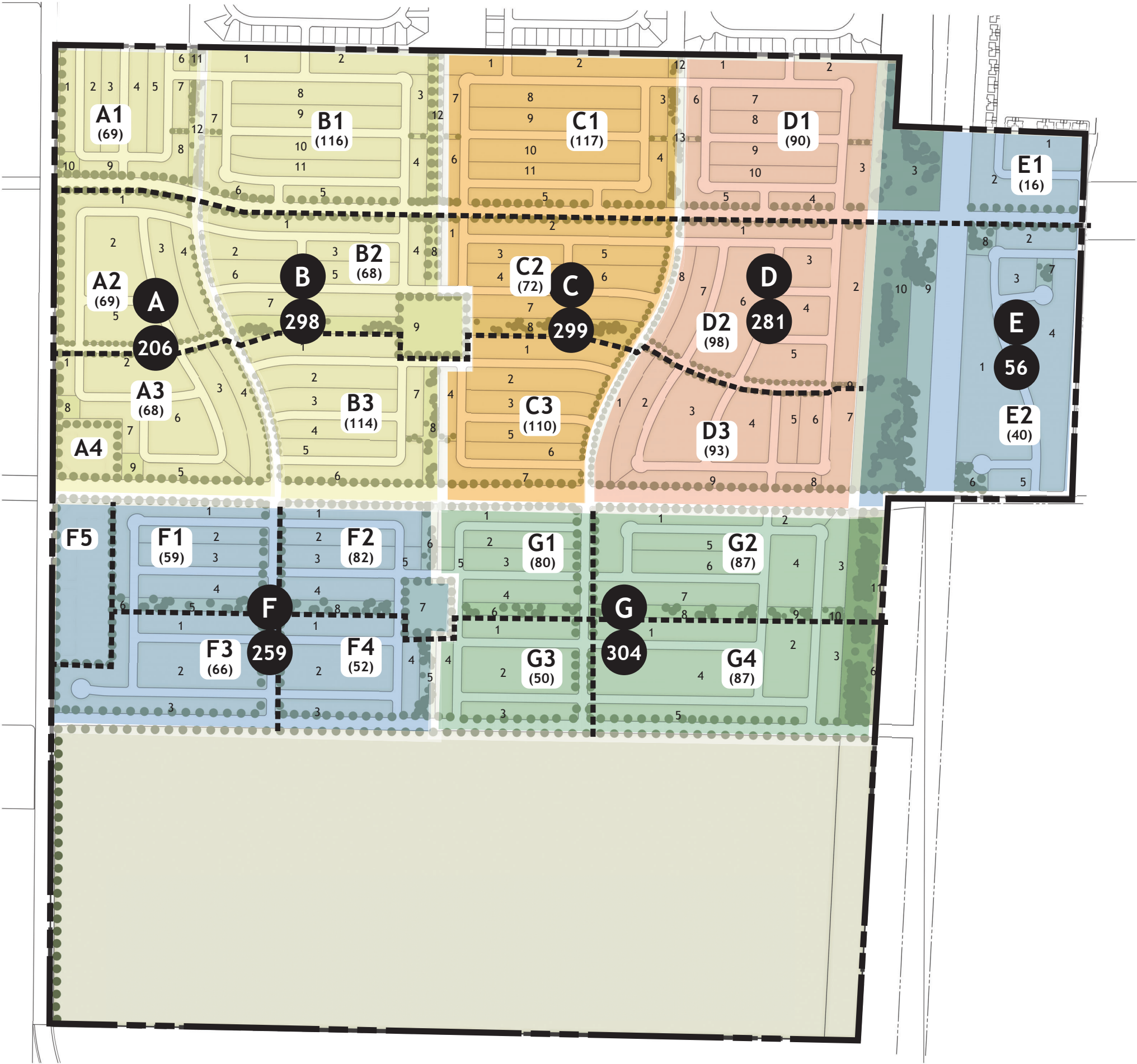
Open Space - Improved

Open Space - Natural



PHASING MAP

- 2022 - Phases A & B
- 2023 - Phases C
- 2024 - Phases D
- 2025 - Phases E, F
- 2026 - Phases G



Transportation Plan



Park & Open Space Map

Parks

- n** Neighborhood Park (2-10 Ac.)
- Public
- l** Local Parks (<2 Ac.)
- Private

Trails

- Regional (4.6 Miles)**
- 10' Asphalt
- Public
- Local (3.8 Miles)**
- 10' Asphalt
- Public

Special Open Space Areas

- pc** Power Corridor
- Public
- mf** Multi-Family Common Open Space
- Private





- A Utah Corporation -
**ENGINEERS
SURVEYORS
PLANNERS**

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

AULT FARMS
EAGLE MOUNTAIN, UTAH
EXHIBIT G, CULINARY WATER MASTER PLAN

SCALE: 1"=200'

EXISTING 30" CULINARY WATER LINE

CULINARY WATER 12" PROJECT PLAN 12" MASTER PLAN

Future well site area to be determined ~100' Wide

CULINARY WATER 18" MASTER PLAN 12" PROJECT PLAN

CULINARY WATER 18" MASTER PLAN SIZE 8" PROJECT SIZE

CULINARY WATER 12" MASTER PLAN SIZE 8" PROJECT SIZE

EXISTING 12" CULINARY WATER LINE

NOTE:
ALL OTHER INTERIOR CULINARY LINES TO BE 8"

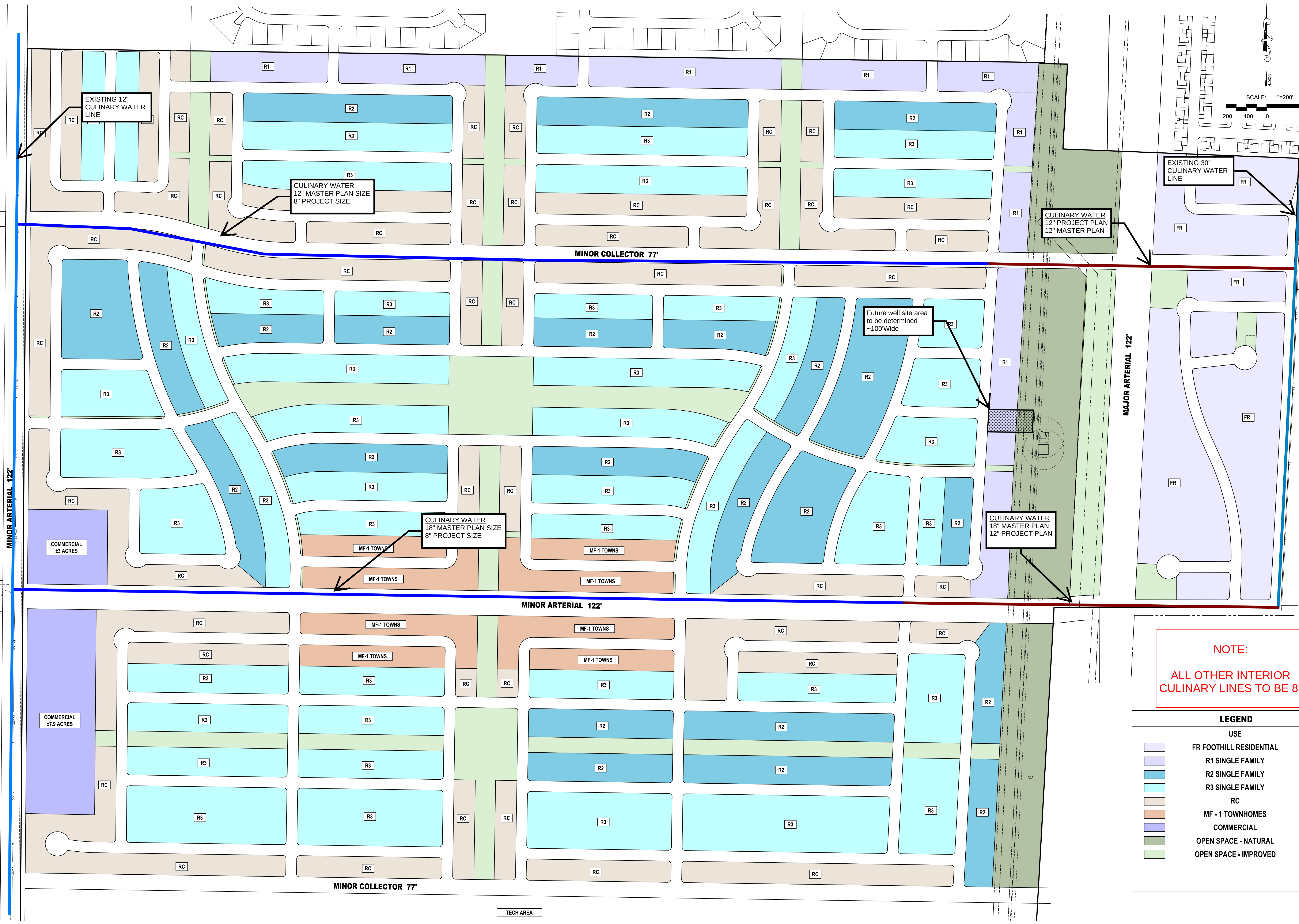
LEGEND

- USE**
- FR FOOTHILL RESIDENTIAL
 - R1 SINGLE FAMILY
 - R2 SINGLE FAMILY
 - R3 SINGLE FAMILY
 - RC
 - MF - 1 TOWNHOMES
 - COMMERCIAL
 - OPEN SPACE - NATURAL
 - OPEN SPACE - IMPROVED

REVISIONS	
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LEI PROJECT #:
2019-0046
DRAWN BY:
RWH
DESIGNED BY:
GDM
SCALE:
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DATE:
9/24/2021

SHEET
EXHIBIT G



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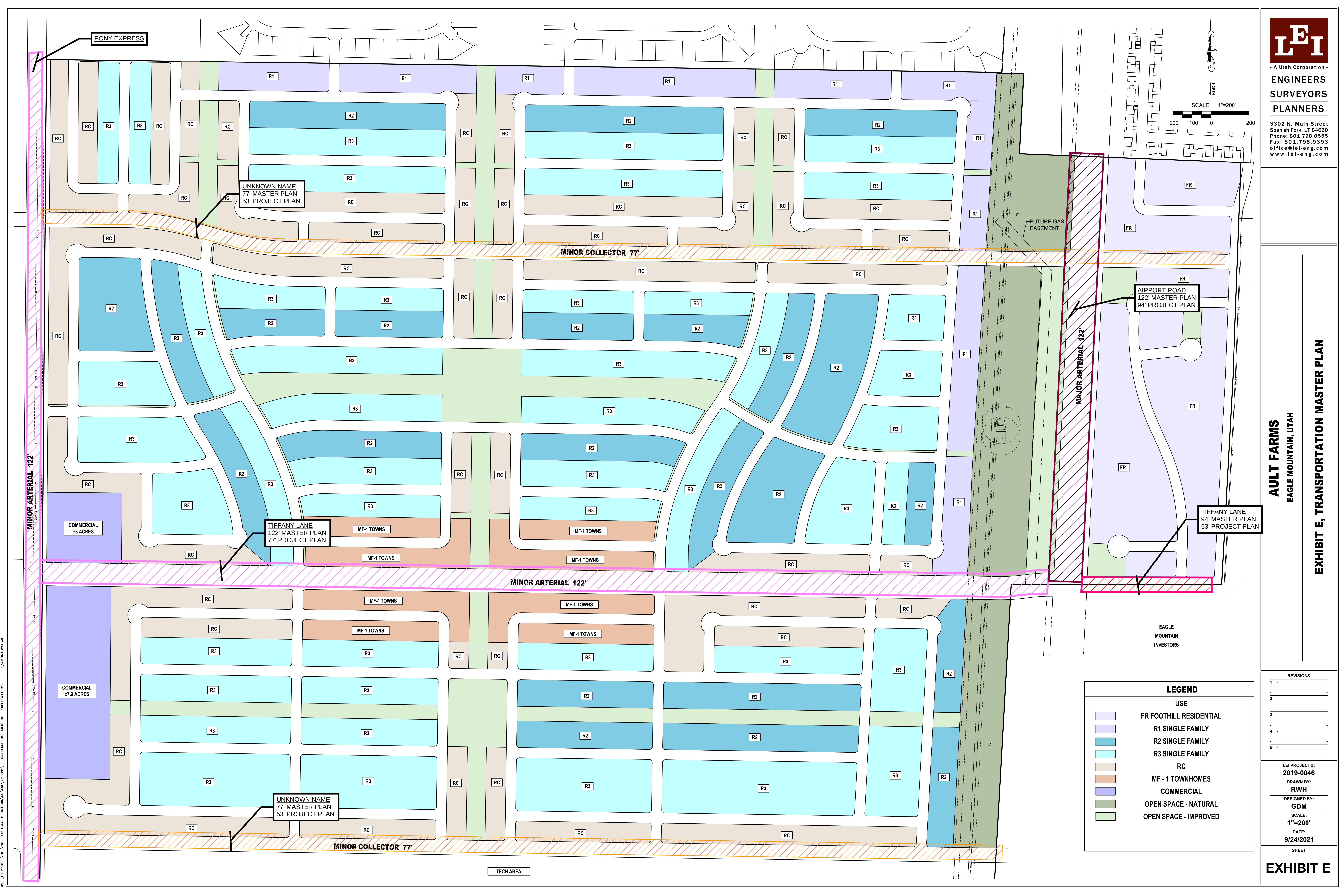
AULT FARMS
EAGLE MOUNTAIN, UTAH
EXHIBIT E, TRANSPORTATION MASTER PLAN

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LEI PROJECT #:
2019-0046
DRAWN BY:
RWH
DESIGNED BY:
GDM
SCALE:
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DATE:
9/24/2021

SHEET

EXHIBIT E





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SURVEYORS
PLANNERS**

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Spanish Fork, UT 84660
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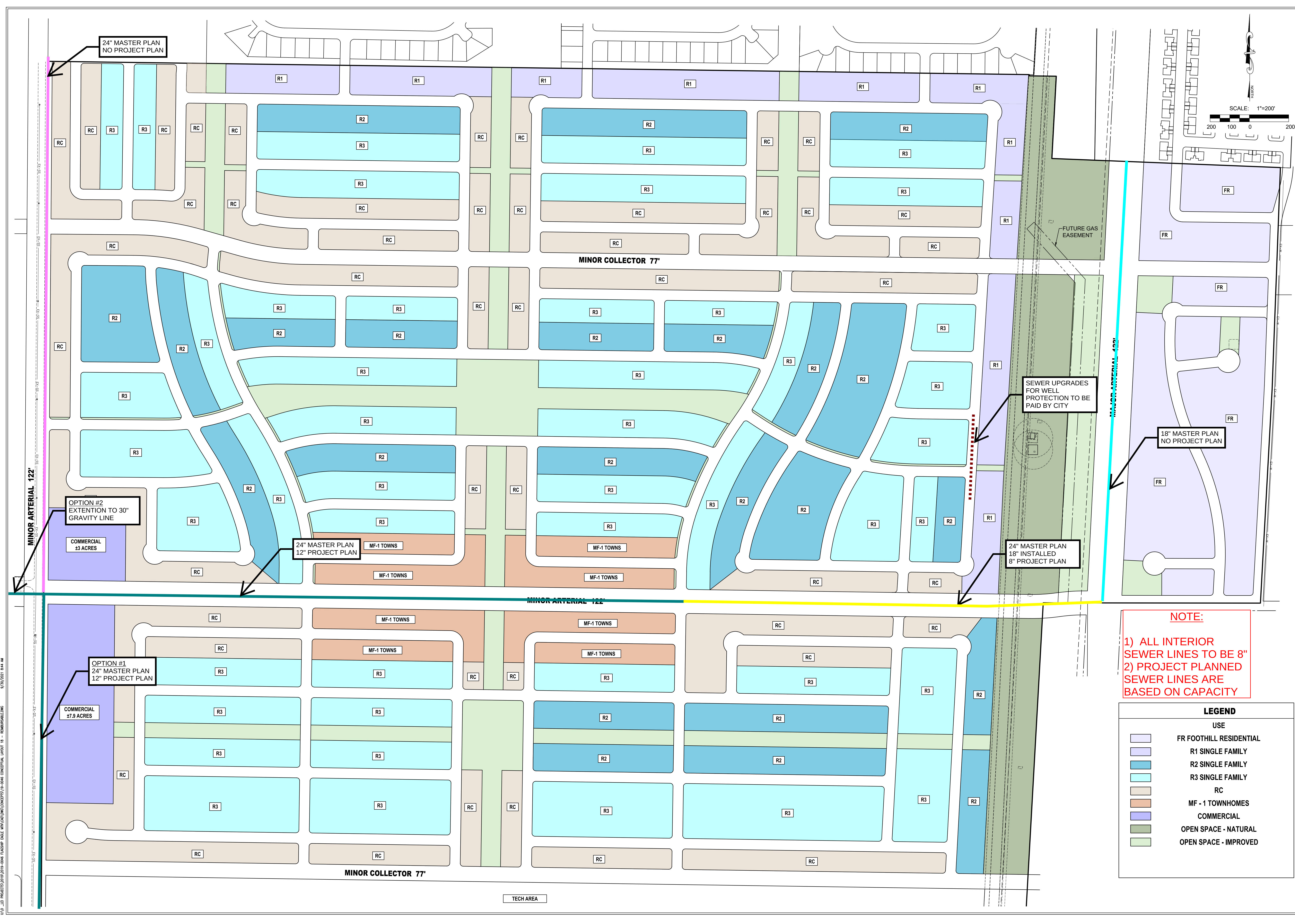
AULT FARMS
EAGLE MOUNTAIN, UTAH
EXHIBIT H, SEWER MASTER PLAN

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EXHIBIT H



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302 N. Main Street
Spanish Fork, UT 84660
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www.lei-eng.com

AULI FARMS
EAGLE MOUNTAIN, UTAH

EXHIBIT I, STORM DRAIN MASTER PLAN

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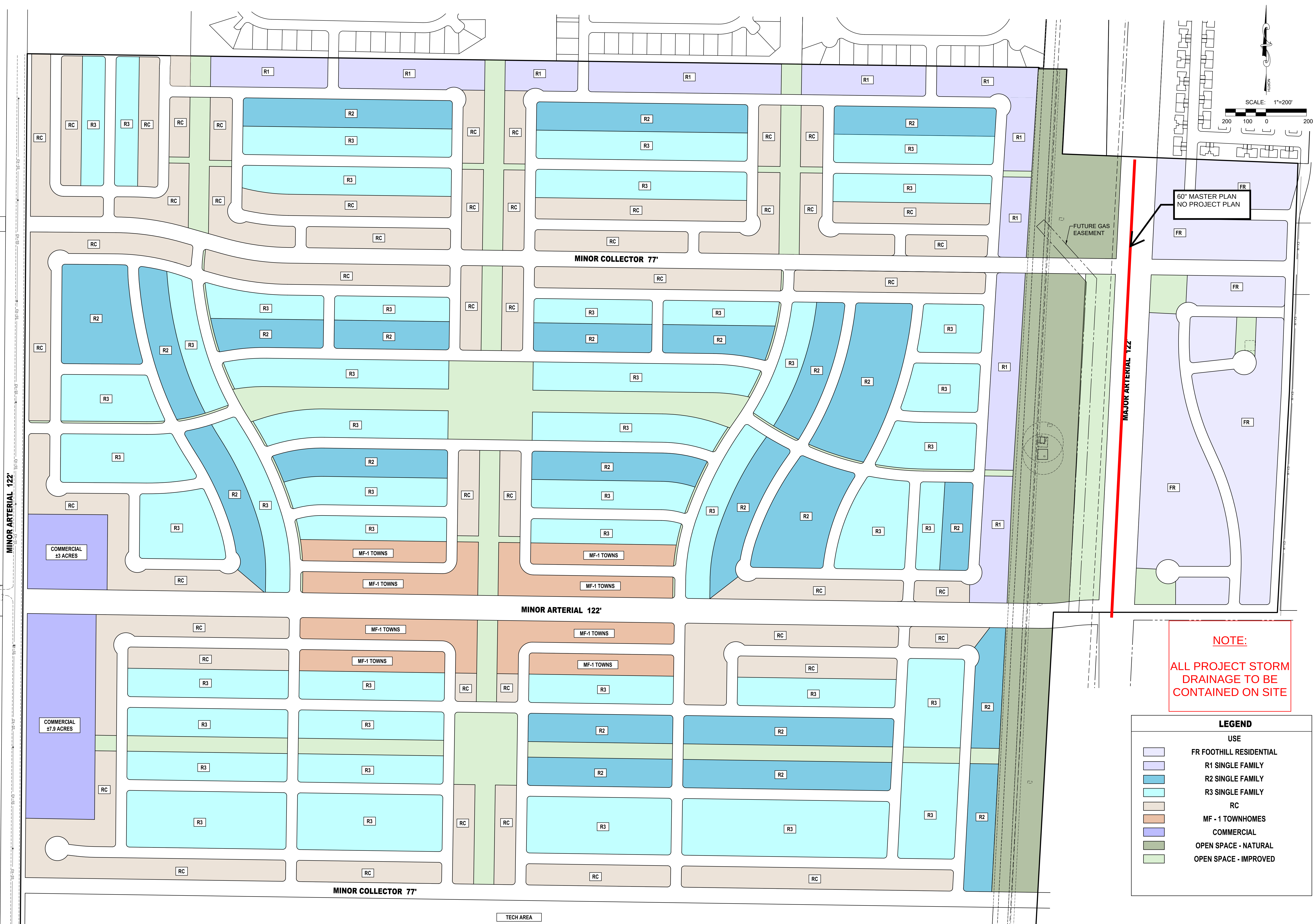
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9/24/2021

EXHIBIT I





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PLANNERS

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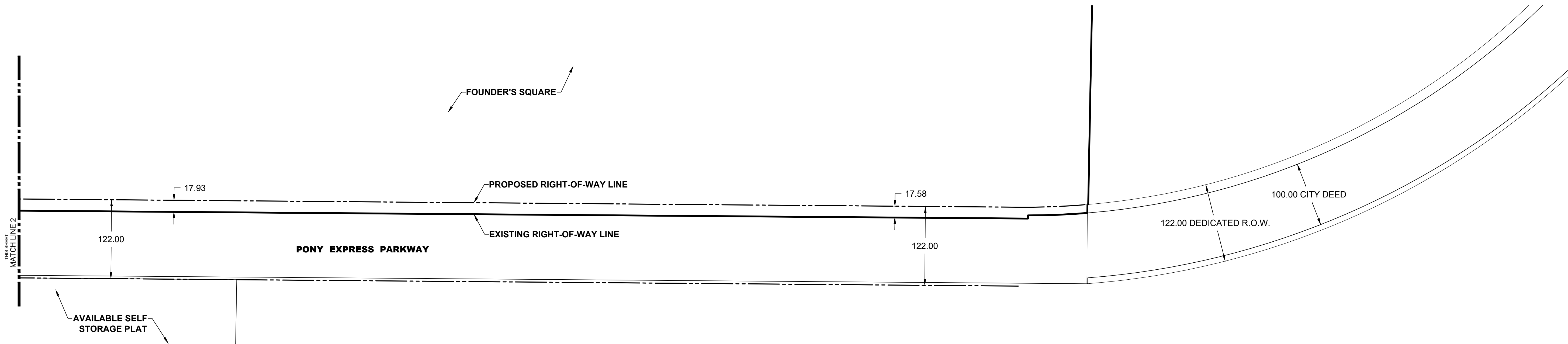
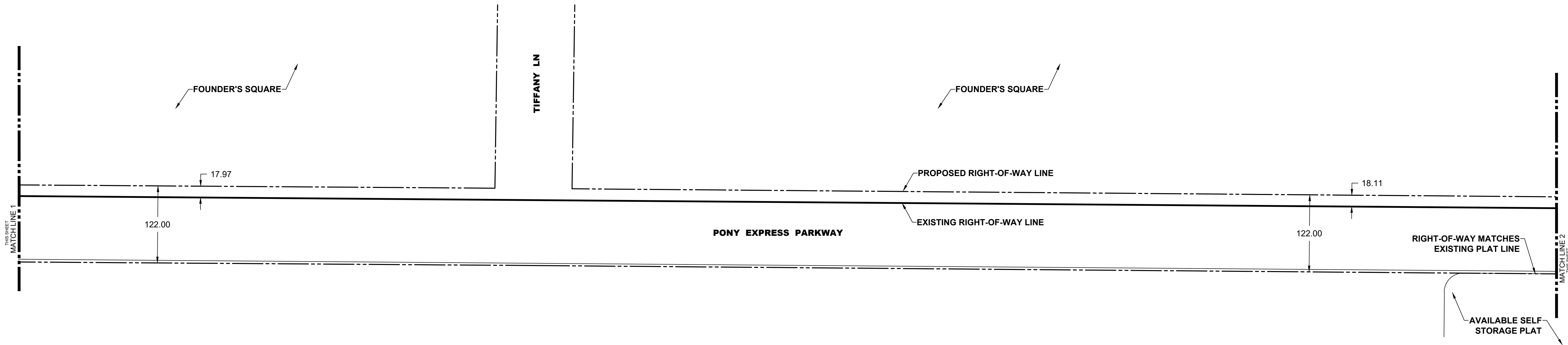
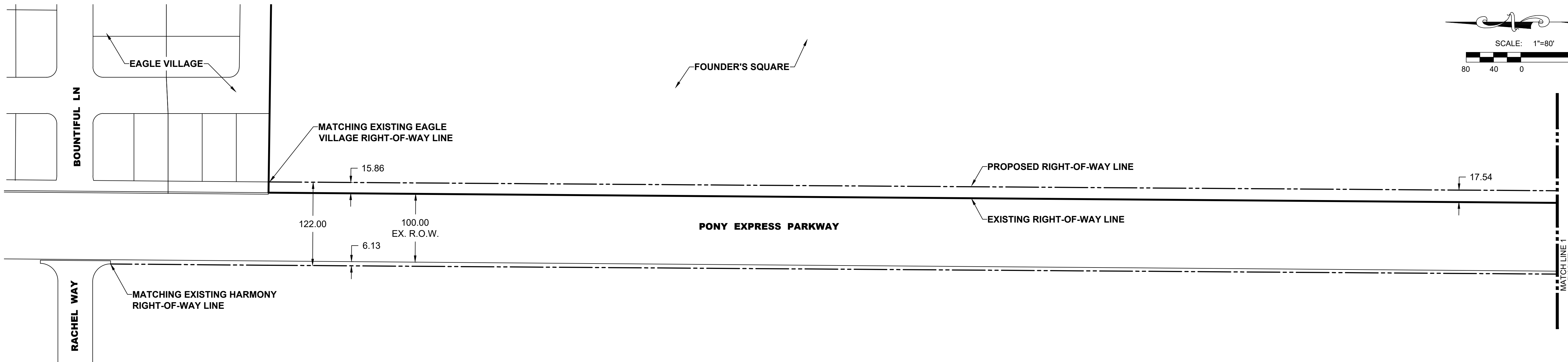
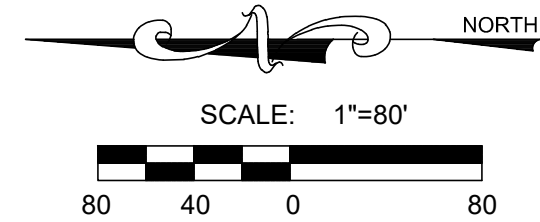
FOUNDER'S SQUARE
EAGLE MOUNTAIN, UTAH

PREPARED FOR:
PROPERTY OF:

REVISIONS	
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LEI PROJECT #:
2019-0046
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RWH
DESIGNED BY:
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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 16, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Heights Village Master Development Plan.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Fieldstone Homes with Jason Harris and Robert Lusk representing		
GENERAL PLAN DESIGNATION Foothill Residential	CURRENT ZONE Residential	ACREAGE Eagle Heights Village total project size: 51.38; area affected by application: 25.96 acres	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Approve (with any conditions as may be required by Council).

BACKGROUND:

The Eagle Heights Village project entitled platting for, and construction of, duplexes on 51 acres of ground. The applicants approached the City to seek approval to modify a portion of the approved project's plan. The intent is to convert the southern end of the development into lots suitable for the build-out of two-unit townhomes ("twin homes") and detached single-family homes.

The developer's representative has provided bullet-point summary statements outlining their aspirations as follows:

- Reduce number of housing units by 10
- Add lot lines to twin home lots. This will allow units to be sold individually.
- Add single family lots. This will create a better transition to the east, south, and west.
- Add open space to back yards of single-family lots.
- Add half basketball court to increases overall amenities.
- Upgraded architecture on clubhouse.
- Give homebuyers the option to add ADUs or remove basements for single family homes."

The phases being amended in Eagle Heights consists of 74 duplex lots (148 total dwelling units). As part of the current application, lot lines have been drawn down the middle of 20 [former] duplex lots -- those will become twin home (i.e., two-unit townhouse lots). The remaining 54 lots (108 units [2/lot]) are slated to become 98 single-family detached house lots.

The Commission's comments respecting the application, as summarized in the draft hearing minutes from their meeting of July 26 wherein this matter was heard are as follows:

Commissioner Everett opened the public hearing at 7:50 p.m. As there were no comments, he closed the hearing.

Applicant representative Jason Harris with Fieldstone Homes explained their history with the project and summarized conversations with City representatives and the resulting improvements to the projects as detailed in the staff report. His preference would be to have the original unit count rather than reducing the project by ten units in order to reduce the price of the homes. The trail plan has been removed because it was determined unfeasible. He is agreeable to amending the language to allow rather than encourage ADUs.

Discussion ensued regarding front-loaded products and garage dominance.

Commissioner Everett noted the historical challenges with this development. He feels this proposal is far superior to the previously approved plan. He appreciates the applicant working with the City Council to improve the project to provide attainable housing.

Mr. Harris explained their average lot size square footage is just below the standard for the RC Zone. Additional square footage has been added to the backyards.

Commissioner Wells expressed concerns with some of the setback reductions while recognizing the overall improvements to the development mentioned by Commissioner Everett.

Commissioner Bergener said he felt it was odd to include the language regarding ADUs in the agreement because they are permitted in Municipal Code.

Discussion ensued regarding the impact of ADUs on the affordability of the product and the neighborhood.

Commissioner Pengra said given the unique circumstances of this project and his desire to not further complicate or impede its progress, he advocated for making a recommendation of approval to the City Council.

ITEMS FOR CONSIDERATION:

16.10.090 Master development amendments.

1. Amendments. After a master development is approved and prior to completion of the full buildout of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);
2. Require a rezoning of property;
3. Require an amendment to the general plan's future land use map and/or transportation plan;
4. Require a plat amendment; or
5. Alter the timing of benchmarks or other terms in the MDA.
6. Amendment Review and Approval Process.
7. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC [16.10.040](#), but will only require documents that are directly related to the particular amendment request.
8. Review. A review of the amendment request will follow EMMC [16.10.060](#).
9. Action. The city council shall take the final action on the amendment request. [Ord. [O-32-2020](#)§ 2 (Exh. A)].

16.10.060 Review and approval process.

The city shall review [Master Development Plans and amendments thereto]...in accordance with the following procedure:

1. Development Review Committee. Upon receipt of a complete

master development application, a staff review by the development review committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

2. Planning Commission Review. Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the planning commission. The planning commission shall conclude their hearing with a recommendation of action to the city council.
3. City Council Review. Upon completion of the planning commission review process, the city council shall conduct a public hearing on the application.
4. If the city council approves the MDP, the process will move forward to an MDA.
5. If the city council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the city council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.
6. Master Development Agreement. An initial agreement shall be drafted by the city. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public meeting held by the planning commission which will provide a recommendation to the city council. The agreement review will conclude with a public meeting by the city council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the city council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080. [Ord. O-32-2020§ 2 (Exh. A); Ord. O-25-2016 § 2 (Exh. A); Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.6)].

Whether to amend or not a land use development plan and/or development agreement is a subjective decision left to local decision

makers. As the development plan for a project, when submitted and reviewed in conjunction with a master development plan, is allowed to be considered as satisfying any need for a preliminary plat, the City does not always receive exactly the same kind of plans that would [otherwise] be provided in the case of the submittal of a standard preliminary plat.

As respecting the plat for Eagle Heights Village was already approved and the new plan is basically the same as the old, no in-depth review of the plat has been performed.

Details respecting open space for the overall project, and new building elevations have been included as part of the new development agreement draft.

REQUIRED FINDINGS:

Master development plan, and preliminary plat approvals are based upon compliance with City Code requirements, the approval criteria for a master development plan can be found in EMMC 16.10.070.

The approval criteria for a preliminary plat can be found in EMMC 16.20.040.

Plat approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Preliminary Plat Approval review request are included in EMMC §§ 16.20. Any entitlement related land use conditions (e.g., that stemming from a Master Development Agreement in force and of effect against the Property) should also be considered when reviewing a plat application. Plats are to be approved if all required elements and proper design are provided in their drawings.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of July 26, unanimously voted to recommend that Council approve the Eagle Height Village project modification(s), contingent upon development/developer compliance with the following with the following conditions/changes:

1. In the MDA page 6, section 2.2, change the final sentence to “The elevation and design of buildings must be consistent with the previously approved building elevations and newly

- proposed building elevations as illustrated in Exhibit E;” and
2. On page 7, change Section 2.5 to “ADUs are allowed in the project as a way to encourage additional affordable housing options in the City.”

ATTACHMENTS:

[ORD--Eagle Heights Village MDP 1st Amendment](#)

[Exhibit--MDP](#)

[Vicinity Map & Former Site Plan](#)

[Presentation Summary Eagle Heights 06.24.2022](#)

[Eagle Heights Village DA draft edits.pdf](#)

[1st Amendment Eagle Heights Village MDA 07.29.2022](#)

ORDINANCE NO. O- -2019

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
EAGLE HEIGHTS VILLAGE MASTER DEVELOPMENT PLAN**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Heights Village Master Development Plan;

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Eagle Heights Village Master Development Plan as set forth in Exhibit A.
2. The Eagle Heights Village Master Development Plan is hereby amended as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of August, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on this 16th day of August, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



Summary of Amendment to The
MASTER DEVELOPMENT AGREEMENT FOR EAGLE HEIGHTS VILLAGE

Fieldstone Homes is eager to provide attainable owner-occupied homes within the Eagle Heights Village community. To accomplish this, Fieldstone is working directly with City Council members to amend the current Master Development Agreement (MDA). The following Summarizes the previously discussed changes to the MDA and Site Plan to provide attainable single family and twin owner-occupied homes in Eagle Mountain City.

- Reduce number of housing units by 10.
- Add lot lines to twin home lots. This will allow units to be sold individually.
- Add single family lots. This will create a better transition to the east south and west.
- Add open space to back yards of single-family lots.
- Add half basketball court to increases overall amenities.
- Upgraded architecture on clubhouse.
- Give homebuyers the option to add ADUs or remove Basements for single family homes.

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

~~June 18, 2019~~ August __, 2022

WHEN RECORDED, RETURN TO:

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

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
("MDA") is made and entered as of the 18th day of August, 2022~~June, 2019~~, by and between
Eagle Mountain City, a Utah municipal corporation ("**Eagle Mountain**") and **Eagle Heights
Village IV, LLC**, a Utah limited liability company and its Assigns ("**Developer**").

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.

B. Developer owns and is developing the Property as a residential subdivision.

C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA~~the Site Plan~~.

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

E. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et*

seq.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “~~GD~~” are hereby incorporated into this MDA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

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

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this MDA and the Site Plan.

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

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

1.2.6. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of ~~the date of this MDA~~ June 18, 2019, a digital copy of which is attached as **Exhibit C**.

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

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

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

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

1.2.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.2.12. **Developer** means Eagle Heights Village IV, LLC, and its successors in interest or assignees as permitted by this MDA.

1.2.13. **Maximum Residential Units** means the development on the Property of Two Hundred and ~~Seventy Eighty-Four (274)284) attached Residential~~ Dwelling Units.

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

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

1.2.16. **Notice of Decision** means the Notice of Decision for the Eagle Heights Village Preliminary Plat, which includes certain terms and conditions for development of the Project.

1.2.17. **Park and Open Space Plan** means the improved park and open space plan and worksheet approved by the City Council, a copy of which is attached hereto as **Exhibit D.**

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

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

1.2.20. **Property** means the approximately 51.38 acres of real property owned by and to be developed by Developer more fully described in **Exhibit A.**

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

1.2.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as ~~attached~~ residences, which may consist of attached and detached structures as illustrated on the Site Plan.

1.2.23. **Site Plan** means the Eagle Heights Village Site Plan and Preliminary Plat for the Project; including 176 attached and 98 single family detached units approved by the Eagle Mountain Council, a copy of which is attached hereto ~~as was~~ **Exhibit B.**

2. Development of the Project.

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

2.2. Development Requirements. Eagle Mountain has approved the Site Plan for the Project which shall serve as the preliminary plat. Developer shall construct the Project in accordance with the Site Plan, the Notice of Decision, and any conditions and restrictions imposed by the City Council on the Project as ~~approved in this MDA, part of the approval process or conditions or restrictions the Developer agreed to as part of the approval process.~~ Such conditions include, but are not limited to, amenities in the clubhouse such as granite ~~or quartz~~ countertops, an asphalt walking trail around the retention area, widening of the entry way road to create better alignment with the entry on the opposite side of Eagle Mountain Boulevard ~~(which is complete).~~ ~~and an asphalt trail linking the Project to Eagle Point Park C.~~ The elevation and design of buildings must be consistent with the ~~previously approved building elevations and newly proposed building elevations as illustrated in Exhibit _____ and designs submitted by the Developer and approved by the City.~~

2.3. Density Entitlements. Developer has submitted and received approval for the Park and Open Space Plan to comply with Eagle Mountain's Bonus Density Requirements,

which includes the layout and design for the required clubhouse and pool. Developer shall construct the improvements as detailed on the Park and Open Space Plan unless otherwise approved by the City.

2.4. Trail. Intentionally Omitted.

2.5. Accessory Dwelling Unit Option. Accessory Dwelling Units (“ADU”) are encouraged in the Project as a way to encourage additional affordable housing options in the City. On any single family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence. Notwithstanding the forgoing, it is not a requirement for any Residence to include an ADU.

2.4.2.6. Excluded Basement Option. On any Residence with a basement in the Project, the Developer or a future homebuilder will provide to home buyers the option of excluding the basement. ~~Developer shall construct an asphalt trail from the western edge of the Project to Eagle Point Park C. Developer shall use commercially reasonable efforts to obtain an easement for the trail from the property owner directly to the west of the Project. The City acknowledges and agrees that the majority of the trail will run through a previously platted, but no yet constructed, subdivision. The City shall attempt to work with the neighboring property owner to pay for a portion of the trail or to require the neighboring property owner to reimburse the Developer for a portion of the trail as part of the development of the neighboring subdivision plat project, provided that the City makes no commitments to Developer that the City will be able to obtain such reimbursements.~~

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, the Eagle Mountain's Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

3.2. Exceptions. The vested rights and the restrictions on the applicability of the Eagle Mountain's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

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

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

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

Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2018) *et seq*; or

3.2.7. Planning and Zoning Modification. Changes by the Eagle Mountain to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Eagle Mountain, and do not materially and unreasonably increase the costs of Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

4. Term of Agreement. Unless earlier terminated as provided for herein, the term of this

MDA shall be until June 18, 2029. If Developer has not been declared to be currently in Default as of June 18, 2029 (and if any such Default is not being cured) then this MDA shall be automatically extended until June 18, 2034. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of the Eagle Mountain's Future Laws. Notwithstanding the foregoing, Developer's vested rights, as provided for in Section 3.1 of this MDA. If the Eagle Mountain denies a Development Application the Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or the Eagle Mountain's Vested Laws (or, if applicable, the Eagle Mountain's Future Laws).

6. **Public Infrastructure.**

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

6.2. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent

required by the Eagle Mountain's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to the Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on Eagle Mountain's Vested Laws.

7. Upsizing/Reimbursements to Developer.

7.1. **Upsizing.** Eagle Mountain shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

8. Default.

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

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

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

8.2.2. Applicable Provisions. Identify with particularity the provisions of any

applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

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

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

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

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

9. **Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. **Eagle Mountain's Remedies Upon Default.** Eagle Mountain shall have the right to

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

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

To the Developer:

Eagle Heights Village IV, LLC
1466 North HWY 89, STE 220
Farmington, UT 84025

To Eagle Mountain:

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

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

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. However,

Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

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

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

14.3.1. Eagle Mountain gives its approval to assign a portion of the rights, responsibilities and obligations of the MDA to Utah Residential Partners, LLC (an affiliate of Fieldstone Construction and Management Services, Inc., a Utah corporation) and/or its affiliates ("Fieldstone") who intends to purchase the balance of the Project, excluding Phases 1 and 2. Those rights, responsibilities and obligations to be assigned are limited to the obligation to (i) construction all Residential Dwelling Units in compliance with the MDA the Lots owned by Fieldstone; and (ii) the construction of the clubhouse and swimming pool located in Phase 3 Final Plat, as shown on Exhibit F attached hereto, which will be constructed prior to the completion of the Residences in Phase 3 Final Plat (collectively, the "Private Amenities"), as shown on the Site Plan, a copy of which is attached hereto as Exhibit B. Developer retains all other obligations contemplated by the Development Agreement including but not limited to the construction of all public infrastructure required for the development of the balance of the Project, including all parks and open space, but excluding the Private Amenities.

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

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

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

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

19. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

20. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District

Court for the State of Utah.

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

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

23. **Recordation and Running with the Land.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of Eagle Mountain's Vested Laws, **Exhibit C**, shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the Eagle Mountain Recorder and each party shall also have an identical copy.

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

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

DATED this ____ day of _____, ~~2022~~2019.

EAGLE HEIGHTS VILLAGE, LLC

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, ~~2022~~2019, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Eagle Heights Village, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this _____ day of _____, ~~2022~~2019.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

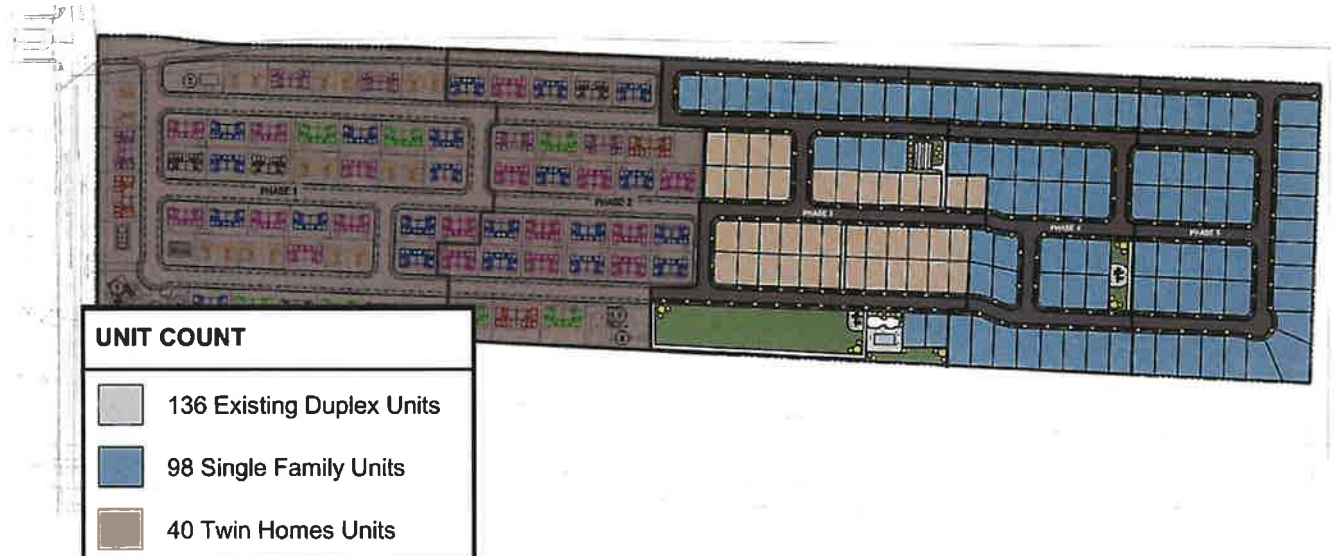
TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Site Plan
Exhibit "C"	Eagle Mountain's Vested Laws
Exhibit "D"	Park and Open Space Plan
<u>Exhibit "E"</u>	<u>Sample Home Elevations</u>
<u>Exhibit "F"</u>	<u>Pool & Clubhouse</u>
<u>Exhibit "G"</u>	<u>Notice of Decision</u>

Exhibit "A"
Legal Description of Property

Exhibit “B”
Site Plan

EXHIBIT B



Single Family Lots:

Minimum Lot Frontage: 58' measured at the front garage setback

Single Family Lot Setbacks:

Front Setback: 15' to the House, 22' to garage

Side Setback: 8'/10' on garage side

Corner side setback: 15'

Rear Setback: 15'

Twin Homes:

Twin Home Setbacks:

Front Setback: 20'

Side Setback: 10'

Corner side setback: 15'

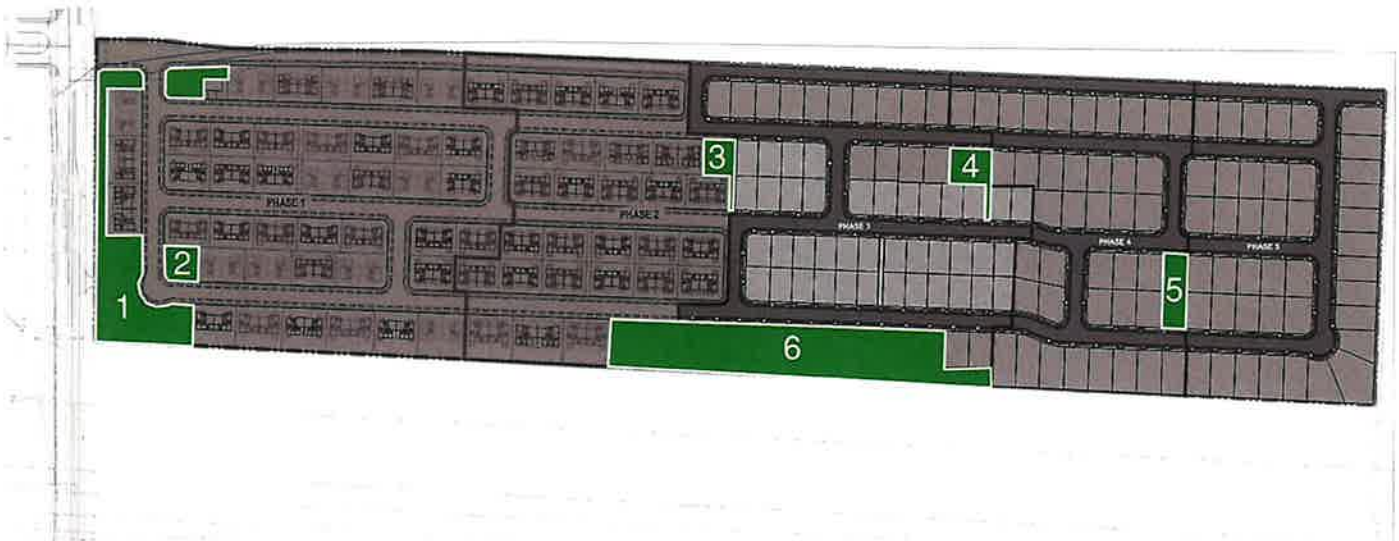
Rear Setback: 20'

Exhibit “D”
Park and Open Space Plan

EXHIBIT D AMENDED PARKS AND OPEN SPACE PLAN

PARK AMENITIES

<u>PARK #1</u>	<u>PARK #2</u>	<u>PARK #4</u>	<u>PARK #5</u>	<u>PARK #6</u>
COMMUNITY CENTER GAZEBO PLAYGROUND SPORT COURT PARKING BIKE RACKS - 8 BIKES SHADE TREES GRASS PLAY AREA SITE SECURITY CAMERAS	GARDEN BOXES BENCH <u>PARK #3</u> GARDEN BOXES BENCH	GARDEN BOXES BENCH	PLAYGROUND BENCH SHADE TREES LAWN PLAY AREA	SWIMMING POOL RESTROOMS CHANGING ROOMS GAZEBO PLAYGROUND BASKETBALL COURT ASPHALT TRAIL BIKE RACKS - 8 BIKES PARKING SHADE TREES LARGE GRASS PLAY AREAS SITE SECURITY CAMERAS





PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units		Required Open Space (Square Feet) ^a	Required Open Space (Acres) ^b
274	x 1,000 =	274,000 sq ft	/ 43,560 = 6.29 Acres

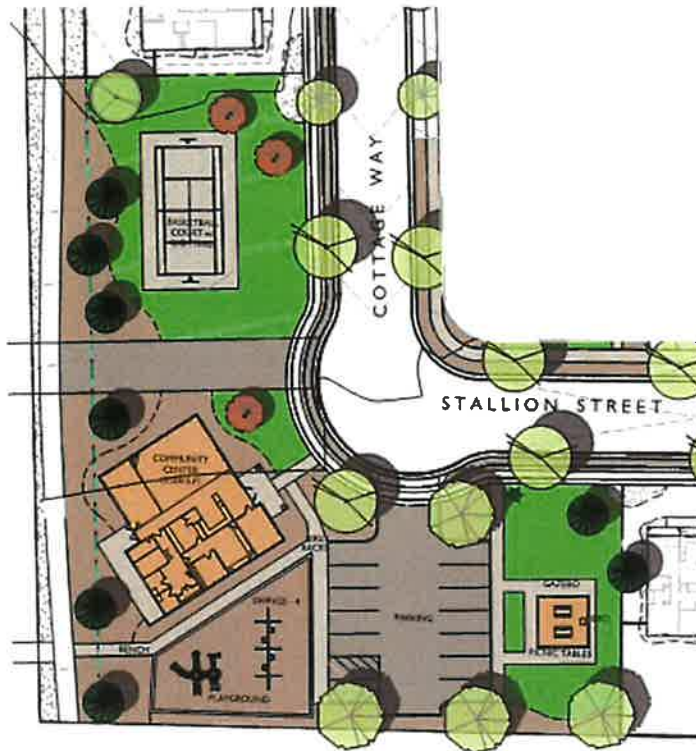
Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet) ^a	Total Fee-In-Lieu
274,000 sq ft x \$3.75 =	\$ 1,027,500

Required Amenity Points	
Required Open Space (Acres) ^b	Required Amenity Points
6.29 Acres x 100 =	629 Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	4	8
Trees (5) (A majority must be shade trees)	2	12	5
Shade Structure	4		
Drinking Fountain	5	2	10
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1100	66
Parking* (5 stalls)	6	6	36
Swings (4+ swings)	7	1	7
Concrete Basketball Court (1/2)	20	1	20
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4	2,200	88
Playground Equipment* per \$1,000	2	150,000	300
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Garden Boxes	Varies		62
Other: Lighting at sports court	Varies		50
TOTAL			774

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

Park	SF Area	Acres
Park 1	70,369	1.62
Park 2	8,498	0.20
Park 3	11,125	0.26
Park 4	12,621	0.29
Park 5	110,219	2.53
Park 6	10,208	0.24
Total	223,040	5.12



PARK 1 AMENITIES

COMMUNITY CENTER - 3,500 SF
 Exercise Room, Full Kitchen, 2 Bathrooms,
 Multi-Use Room
 GAZEBOS - 1,100 SF Area
 2 Picnic Tables, Built-in BBQ, Drinking Fountain,
 Trash Receptacles, Concrete Surface
 PLAYGROUND
 Playground - Playworld #350-1716 or equivalent
 Swings - 4
 Engineered wood fiber chips
 SPORT COURT
 Full Size Basketball Court, Concrete Surface
 BIKE RACKS - 8 Bikes
 PARKING - 15 Stalls
 SHADE TREES
 GRASS PLAY AREA
 EXTERIOR SECURITY CAMERAS



EAGLE HEIGHTS VILLAGE

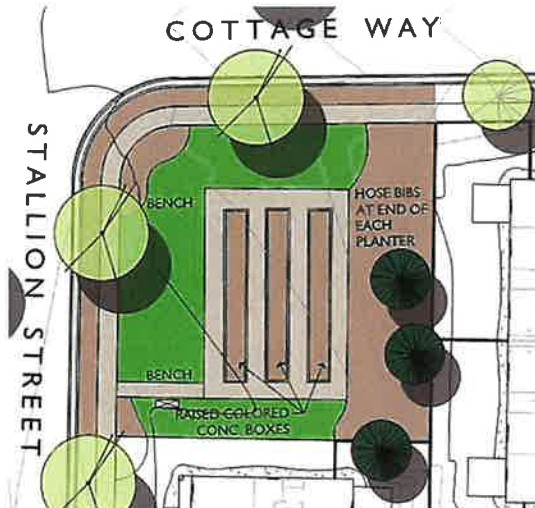
EAGLE MOUNTAIN BLVD,
 EAGLE MOUNTAIN, UTAH

NORTH
 SCALE: 1" = 30'-0"
 DATE: 02.02.2022



PARK 1

LI01



PARK 2 AMENITIES

GARDEN BOXES
 Raised Colored Concrete Boxes
 SITTING AREA
 SHADE TREES
 GRASS AREA



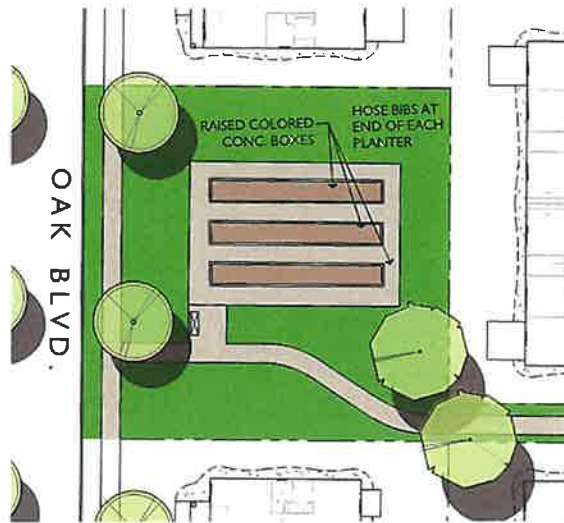
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD,
 EAGLE MOUNTAIN, UTAH

NORTH
 SCALE: 1" = 20'-0"
 DATE: 02.02.2022

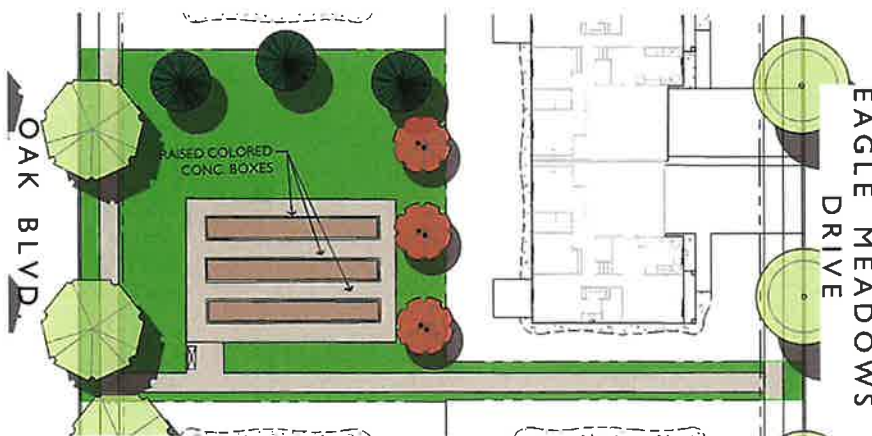
PARK 2

LI02



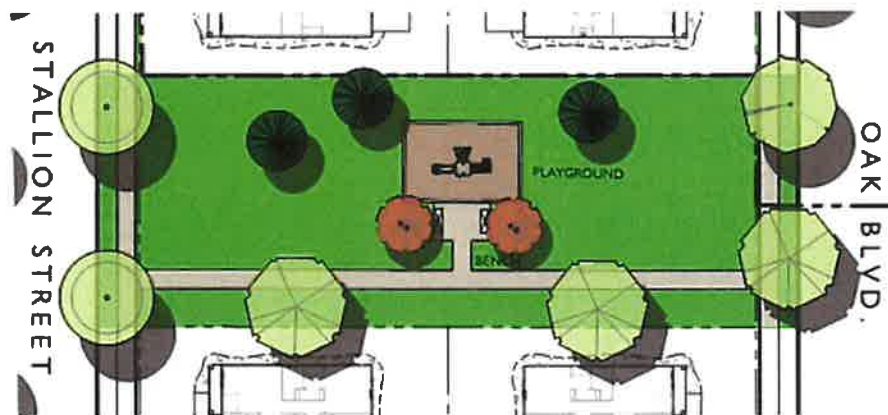
PARK 3 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA



PARK 4 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA



LANDSCAPE ARCHITECTURE
& PLANTING
1000 N. 1000 E. SUITE 100
SALT LAKE CITY, UT 84143
PHONE: (801) 464-1111
WWW.STBDDESIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 5 AMENITIES

PLAYGROUND

Play Equipment, Playworld, Mighty Fun Mountain
#PSD-110 or equal
Engineered wood fiber chips

BENCH

SITTING AREA
SHADE TREES
GRASS PLAY AREA

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 5

L105



PARK 6 - NORTH AMENITIES

PARKING AREA PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips

BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
3 Picnic Tables, Built-in BBQ, Drinking Fountains
Trash Receptacles, Concrete Surface

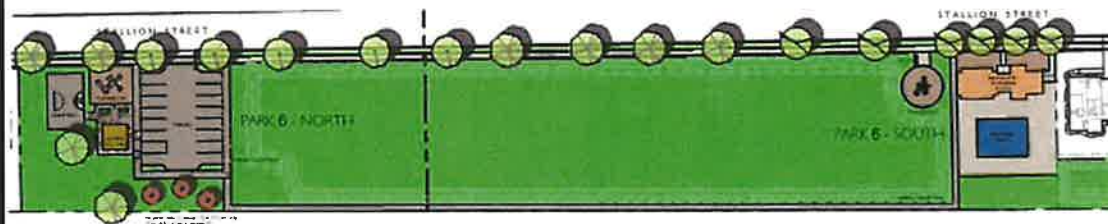
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA



LANDSCAPE ARCHITECTURE
& PLANTING
1000 N. 1000 E. SUITE 100
SALT LAKE CITY, UT 84143
PHONE: (801) 464-1111
WWW.STBDDESIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 6 - SOUTH AMENITIES

SWIMMING POOL RESTROOM / CHANGING ROOMS PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips

BIKE RACKS - 8 Bikes

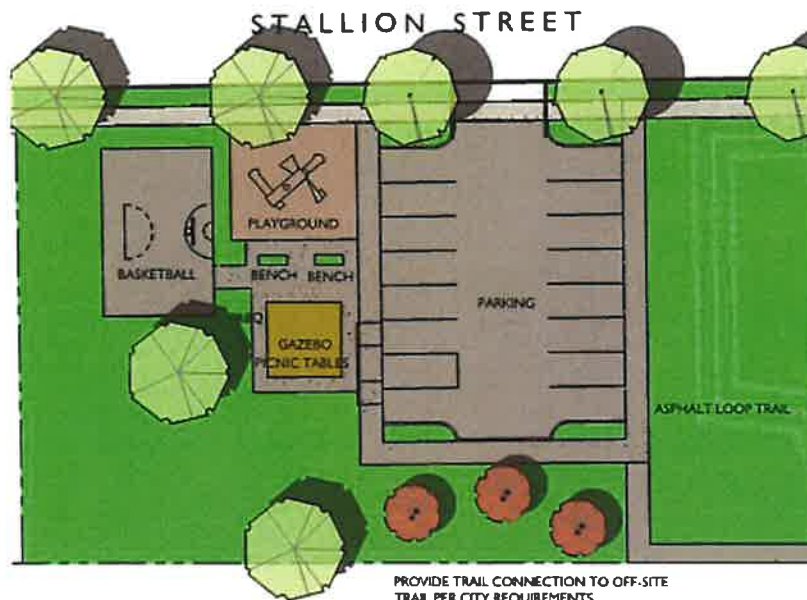
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA
ASPHALT TRAIL



NORTH
SCALE: 1" = 60'-0"
DATE: 02.02.2022

PARK 6

L106



PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips
BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-In BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA



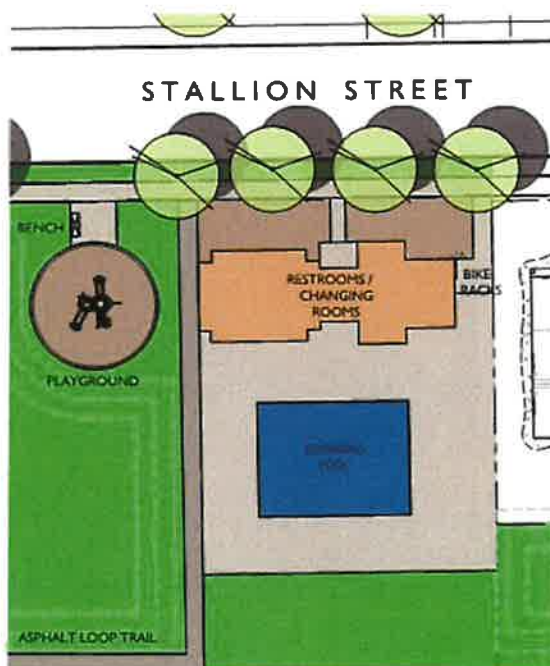
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD
EAGLE MOUNTAIN, UTAH

NORTH
SCALE 1" = 20'-0"
DATE: 02.02.2022

PARK 6 NORTH

L107



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips

BIKE RACKS - 8 Bikes
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA
ASPHALT TRAIL



EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD
EAGLE MOUNTAIN, UTAH

NORTH
SCALE 1" = 20'-0"
DATE: 02.02.2022

PARK 6 SOUTH

L108

EXHIBIT E
SAMPLE HOME ELEVATIONS





EXHIBIT F
SAMPLE POOL & CLUBHOUSE DESIGN



① LEFT - FRONT

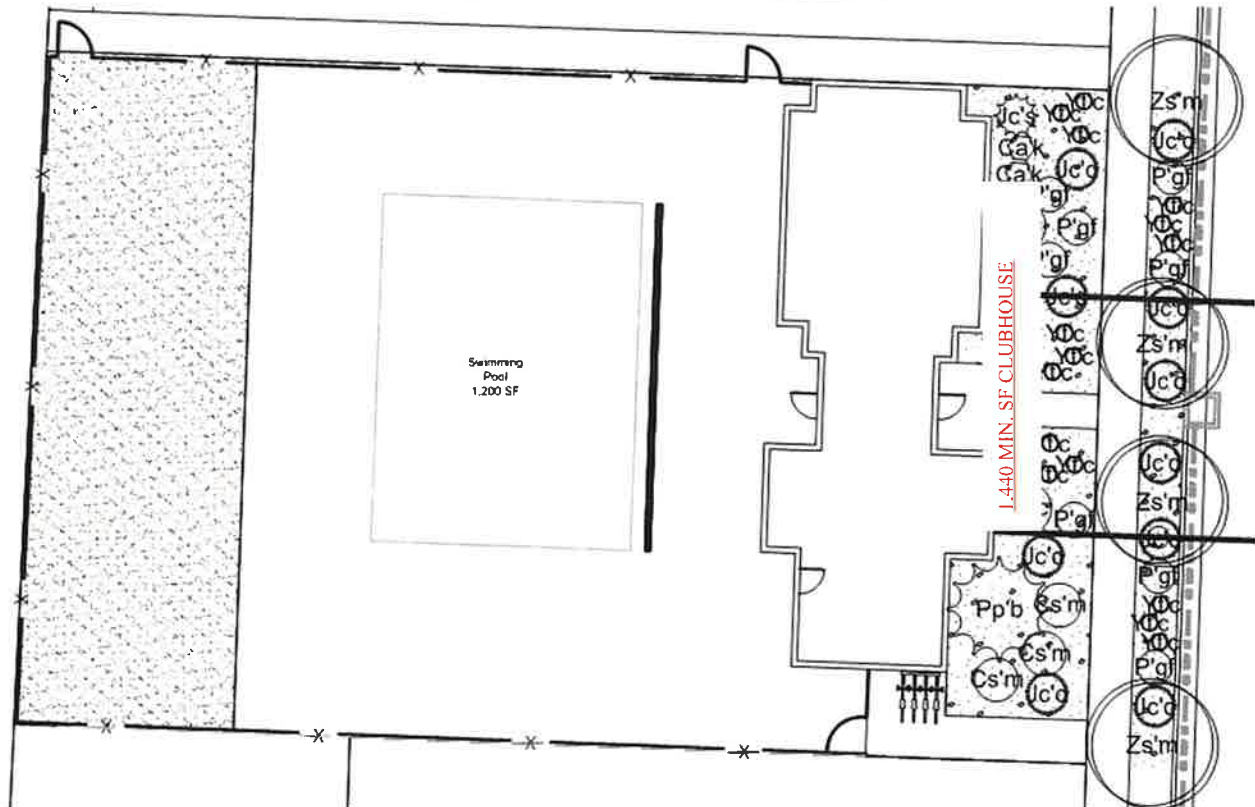


EXHIBIT G1



Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

The Eagle Mountain City Council approved the Eagle Heights Village Site Plan and Preliminary Plat on May 21st 2019 subject to the following conditions of approval:

Project Name: Eagle Heights Village Preliminary Plat

Applicant: Kirt Peterson, Horizon Development

This approval is based on compliance with the following conditions, which are binding on the property owner, and any subsequent purchaser of the property:

DEVELOPER CONDITIONS

- ~~1. Rock/Stone make up at least 30% of buildings and be used on all sides of the buildings~~
2. 5.5 feet of right-of-way along Eagle Mountain Boulevard Shall be dedicated to the City at the time of Plat Recording
3. Collector road fencing shall be required adjacent to Eagle Mountain Boulevard, Lake Mountain Road, and Future Airport Road
4. Applicant shall comply with any traffic mitigation required by the City Engineer
5. Eight foot (8') trail stub shall be provided from park to west to align with future trail connection
6. An asphalt trail shall be provided around park 6
7. Applicant shall provide park plans that show that amenities shown in previous park plans are still being provided in the same locations
8. The Applicant shall work with the City Engineer to improve the entrance from Eagle Mountain Boulevard to provide better alignment of the intersection
9. An asphalt trail shall be provided from Eagle Heights Village to the west. Applicant shall work with staff to determine the width of the trail and possible reimbursement once that property is developed
10. Approval is contingent upon approval of the Master Development Agreement (MDA)

NEXT STEPS

Developer may now proceed with the following steps:

1. Receive approval for Master Development Agreement (MDA)
2. Verify that all applicable conditions of approval have been completed.
3. Submit a complete final plat application to the Planning Department for the first phase of development for review by the City Development Review Committee (DRC).

By: 
Steve Mumford

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

August__, 2022

WHEN RECORDED, RETURN TO:

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

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
("MDA") is made and entered as of the __ day of August, 2022, by and between **Eagle Mountain City**, a Utah municipal corporation ("**Eagle Mountain**") and **Eagle Heights Village IV, LLC**, a Utah limited liability company and its Assigns ("**Developer**").

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.
- B. Developer owns and is developing the Property as a residential subdivision.
- C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA.
- D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.
- E. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et*

seq.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “G” are hereby incorporated into this MDA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

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

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this MDA and the Site Plan.

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

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

1.2.6. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of June 18, 2019, a digital copy of which is attached as **Exhibit C**.

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

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

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

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

1.2.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.2.12. **Developer** means Eagle Heights Village IV, LLC, and its successors in interest or assignees as permitted by this MDA.

1.2.13. **Maximum Residential Units** means the development on the Property of Two Hundred and Seventy Four (274) Dwelling Units.

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

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

1.2.16. **Notice of Decision** means the Notice of Decision for the Eagle Heights Village Preliminary Plat, which includes certain terms and conditions for development of the Project.

1.2.17. **Park and Open Space Plan** means the improved park and open space plan and worksheet approved by the City Council, a copy of which is attached hereto as **Exhibit D.**

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

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

1.2.20. **Property** means the approximately 51.38 acres of real property owned by and to be developed by Developer more fully described in **Exhibit A.**

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

1.2.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a residences, which may consist of attached and detached structures.

1.2.23. **Site Plan** means the Eagle Heights Village Site Plan and Preliminary Plat for the Project; including 176 attached and 98 single family detached units approved by the Eagle Mountain Council, a copy of which is attached hereto as **Exhibit B.**

2. Development of the Project.

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

2.2. Development Requirements. Eagle Mountain has approved the Site Plan for the Project which shall serve as the preliminary plat. Developer shall construct the Project in accordance with the Site Plan, the Notice of Decision, and any conditions and restrictions imposed by the City Council on the Project as approved in this MDA. Such conditions include, but are not limited to, amenities in the clubhouse such as granite or quartz countertops, an asphalt walking trail around the retention area, widening of the entry way road to create better alignment with the entry on the opposite side of Eagle Mountain Boulevard (which is complete). The elevation and design of buildings must be consistent with the previously approved building elevations and newly proposed building elevations as illustrated in Exhibit E.

2.3. Density Entitlements. Developer has submitted and received approval for the Park and Open Space Plan to comply with Eagle Mountain's Bonus Density Requirements, which includes the layout and design for the required clubhouse and pool. Developer shall construct the improvements as detailed on the Park and Open Space Plan unless otherwise approved by the City.

2.4. **Trail.** Intentionally Omitted.

2.5. **Accessory Dwelling Unit Option.** Accessory Dwelling Units (“ADU”) are permitted in the Project as a way to encourage additional affordable housing options in the City. On any single family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence. Notwithstanding the forgoing, it is not a requirement for any Residence to include an ADU.

2.6. **Excluded Basement Option.** On any Residence with a basement in the Project, the Developer or a future homebuilder will provide to home buyers the option of excluding the basement.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, the Eagle Mountain’s Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the Eagle Mountain’s Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. **Master Developer Agreement.** Eagle Mountain’s Future Laws or other regulations to which the Developer agrees in writing;

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

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

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

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

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2018) *et seq*; or

3.2.7. Planning and Zoning Modification. Changes by the Eagle Mountain to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Eagle Mountain, and do not materially and unreasonably increase the costs of Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this MDA shall be until June 18, 2029. If Developer has not been declared to be currently in Default as of June 18, 2029 (and if any such Default is not being cured) then this MDA shall be automatically extended until June 18, 2034. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of the Eagle Mountain's Future Laws. Notwithstanding the forgoing, Developer's vested rights, as provided for in Section 3.1 of this MDA. If the Eagle Mountain denies a Development Application the Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or the Eagle Mountain's Vested Laws (or, if

applicable, the Eagle Mountain's Future Laws).

6. Public Infrastructure.

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

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

7. Upsizing/Reimbursements to Developer.

7.1. Upsizing. Eagle Mountain shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to

compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

8. Default.

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

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

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

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

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

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

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

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

9. **Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. **Eagle Mountain's Remedies Upon Default.** Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

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

To the Developer:

Eagle Heights Village IV, LLC
1466 North HWY 89, STE 220
Farmington, UT 84025

To Eagle Mountain:

City Recorder

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

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

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

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

14.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's

rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

14.3.1. Eagle Mountain gives its approval to assign a portion of the rights, responsibilities and obligations of the MDA to Utah Residential Partners, LLC (an affiliate of Fieldstone Construction and Management Services, Inc., a Utah corporation) and/or its affiliates ("Fieldstone") who intends to purchase the balance of the Project, excluding Phases 1 and 2. Those rights, responsibilities and obligations to be assigned are limited to the obligation to (i) construction all Residential Dwelling Units in compliance with the MDA the Lots owned by Fieldstone; and (ii) the construction of the clubhouse and swimming pool located in Phase 3 Final Plat, as shown on Exhibit F attached hereto, which will be constructed prior to the completion of the Residences in Phase 3 Final Plat (collectively, the "Private Amenities"), as shown on the Site Plan, a copy of which is attached hereto as Exhibit B. Developer retains all other obligations contemplated by the Development Agreement including but not limited to the construction of all public infrastructure required for the development of the balance of the Project, including all parks and open space, but excluding the Private Amenities.

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

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

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

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

19. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

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

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

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

23. **Recordation and Running with the Land.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of Eagle Mountain's Vested Laws, **Exhibit C**, shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the Eagle Mountain Recorder and each party shall also have an identical copy.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

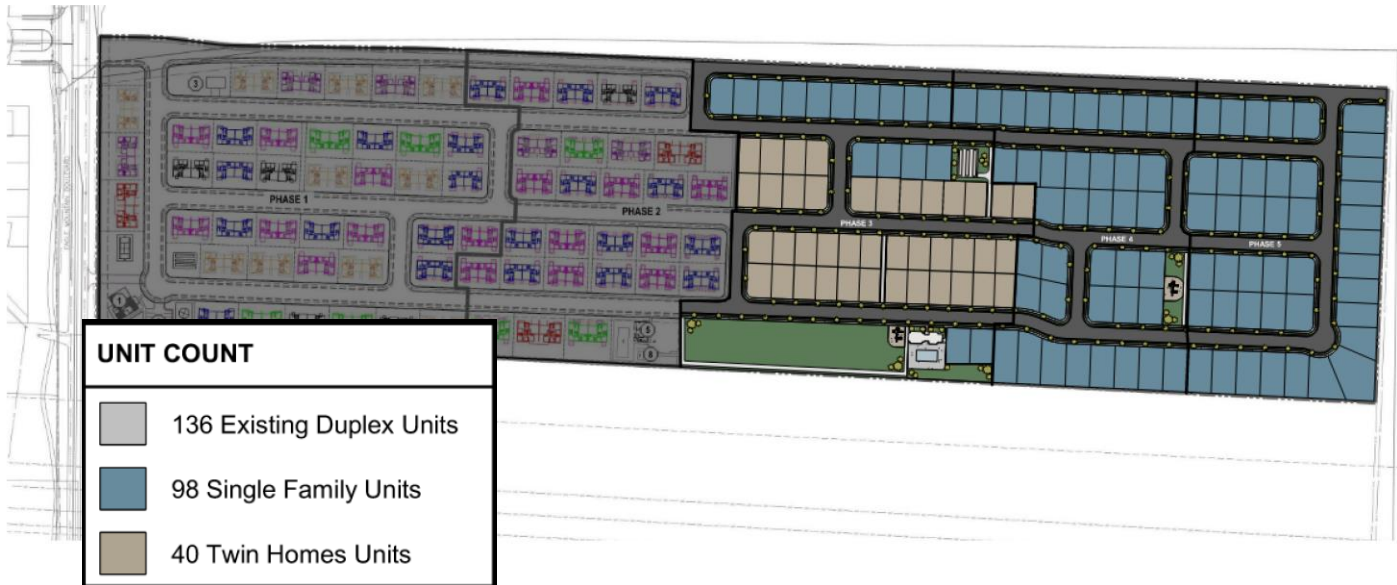
TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Site Plan
Exhibit “C”	Eagle Mountain’s Vested Laws
Exhibit “D”	Park and Open Space Plan
Exhibit “E”	Sample Home Elevations
Exhibit “F”	Pool & Clubhouse
Exhibit “G”	Notice of Decision

Exhibit “A”
Legal Description of Property

Exhibit “B”
Site Plan

EXHIBIT B



Single Family Lots:

Minimum Lot Frontage: 58' measured at the front garage setback

Single Family Lot Setbacks:

Front Setback: 15' to the House, 22' to garage

Side Setback: 8'/10' on garage side

Corner side setback: 15'

Rear Setback: 15'

Twin Homes:

Twin Home Setbacks:

Front Setback: 20'

Side Setback: 10'

Corner side setback: 15'

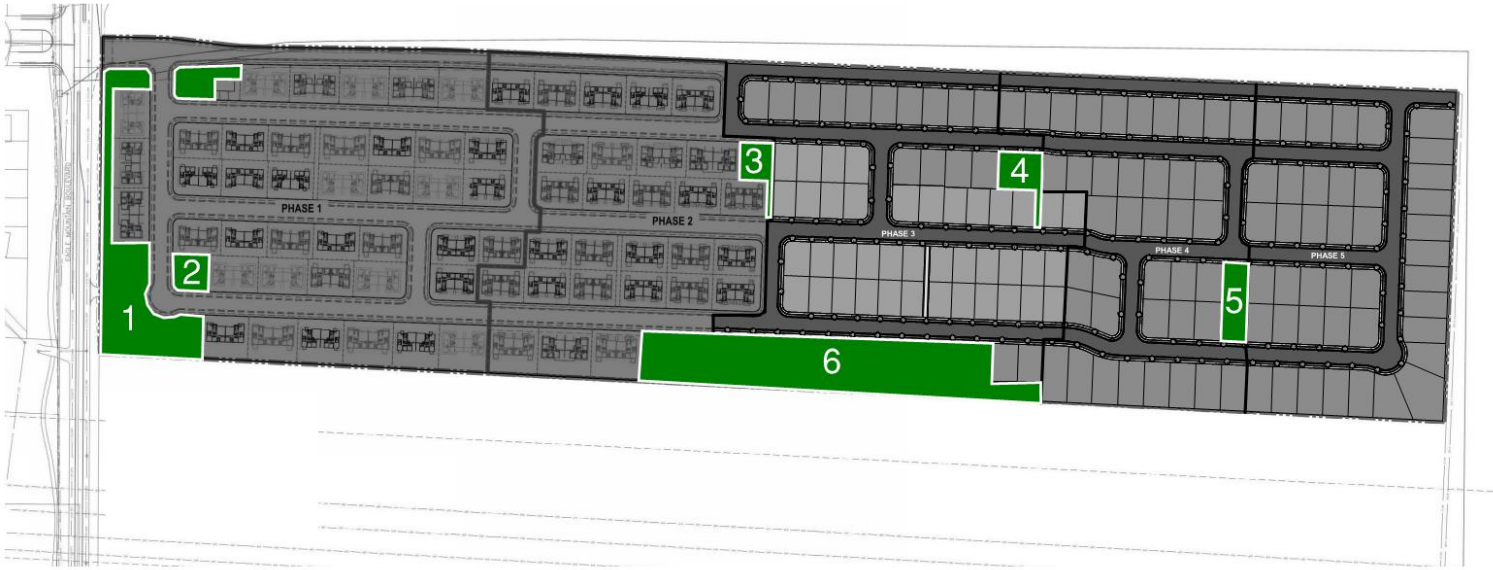
Rear Setback: 20'

Exhibit “D”
Park and Open Space Plan

EXHIBIT D **AMENDED PARKS AND OPEN SPACE PLAN**

PARK AMENITIES

<u>PARK #1</u>	<u>PARK #2</u>	<u>PARK #4</u>	<u>PARK #5</u>	<u>PARK #6</u>
COMMUNITY CENTER GAZEBO PLAYGROUND SPORT COURT PARKING BIKE RACKS - 8 BIKES SHADE TREES GRASS PLAY AREA SITE SECURITY CAMERAS	GARDEN BOXES BENCH <u>PARK #3</u> GARDEN BOXES BENCH	GARDEN BOXES BENCH	PLAYGROUND BENCH SHADE TREES LAWN PLAY AREA	SWIMMING POOL RESTROOMS CHANGING ROOMS GAZEBO PLAYGROUND BASKETBALL COURT ASPHALT TRAIL BIKE RACKS - 8 BIKES PARKING SHADE TREES LARGE GRASS PLAY AREAS SITE SECURITY CAMERAS





PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units		Required Open Space (Square Feet) ^a	Required Open Space (Acres) ^b
274	x 1,000 =	274,000 sq ft	/ 43,560 = 6.29 Acres

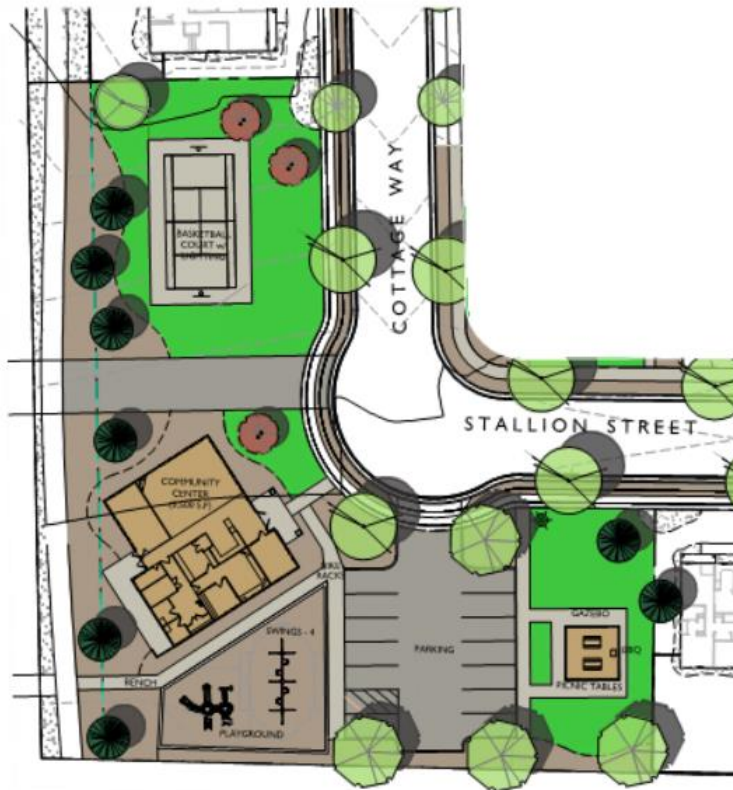
Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet) ^a	Total Fee-In-Lieu
274,000 sq ft	x \$3.75 = \$ 1,027,500

Required Amenity Points	
Required Open Space (Acres) ^b	Required Amenity Points
6.29 Acres	x 100 = 629 Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	4	8
Trees (5) (A majority must be shade trees)	2	12	5
Shade Structure	4		
Drinking Fountain	5	2	10
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1100	66
Parking* (5 stalls)	6	6	36
Swings (4+ swings)	7	1	7
Concrete Basketball Court (1/2)	20	1	20
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4	2,200	88
Playground Equipment* per \$1,000	2	150,000	300
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Garden Boxes	Varies		62
Other: Lighting at sports court	Varies		50
TOTAL			774

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

Park	SF Area	Acres
Park 1	70,369	1.62
Park 2	8,498	0.20
Park 3	11,125	0.26
Park 4	12,621	0.29
Park 5	110,219	2.53
Park 6	10,208	0.24
Total	223,040	5.12



PARK 1 AMENITIES

COMMUNITY CENTER - 3,500 S.F.
 Exercise Room, Full Kitchen, 2 Bathrooms,
 Multi-Use Room
 GAZEBO - 1,100 S.F. Area
 2 Picnic Tables, Built-In BBQ, Drinking Fountain,
 Trash Receptacles, Concrete Surface
 PLAYGROUND
 Playground - Playworld #350-1716 or equal
 Swings - 4
 Engineered wood fiber chips
 SPORT COURT
 Full-Size Basketball Court, Conc. Surface
 BIKE RACKS - 8 Bikes
 PARKING - 15 Stalls
 SHADE TREES
 GRASS PLAY AREA
 EXTERIOR SECURITY CAMERAS



LANDSCAPE ARCHITECTURE
 & LAND PLANNING
 1375 E PERRY'S HOLLOW RD
 SALT LAKE CITY, UTAH 84103
 PH/VO/TXT: 801.554.6146
 SCOTT@STBDESIGNLLC.COM

EAGLE HEIGHTS VILLAGE

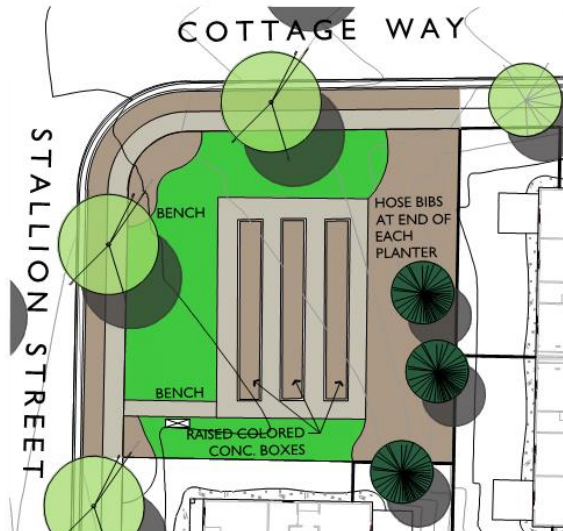
EAGLE MOUNTAIN BLVD.
 EAGLE MOUNTAIN, UTAH

NORTH
 SCALE: 1"=30'-0"
 DATE: 02.02.2022



PARK 1

L101



PARK 2 AMENITIES

GARDEN BOXES
 Raised Colored Concrete Boxes
 SITTING AREA
 SHADE TREES
 GRASS AREA



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 & LAND PLANNING
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EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
 EAGLE MOUNTAIN, UTAH

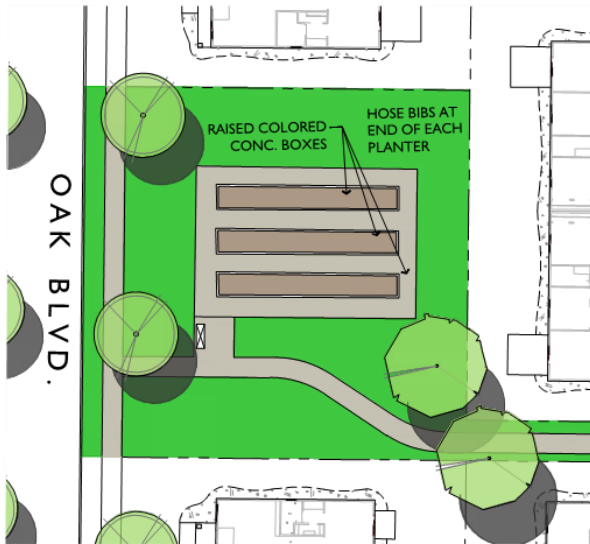
NORTH
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 DATE: 02.02.2022

PARK 2

L102

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 3 AMENITIES

GARDEN BOXES

Raised Colored Concrete Boxes

SITTING AREA

SHADE TREES

GRASS AREA

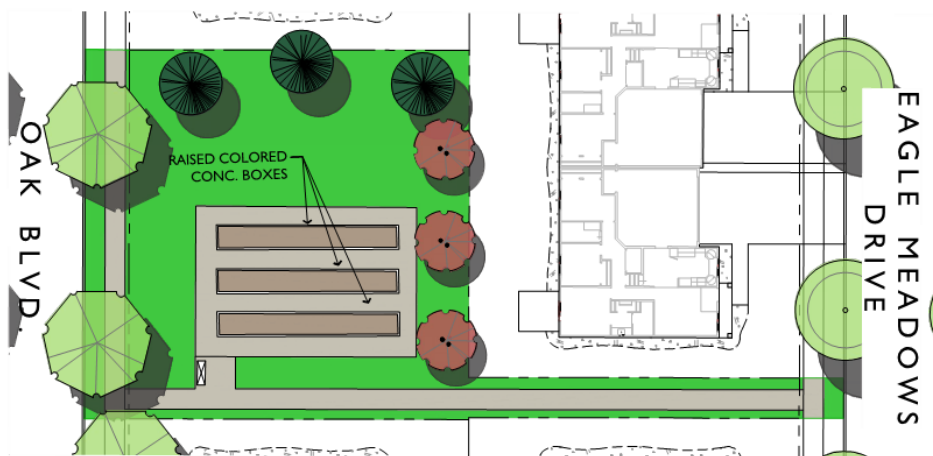
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SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 3

L103

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 4 AMENITIES

GARDEN BOXES

Raised Colored Concrete Boxes

SITTING AREA

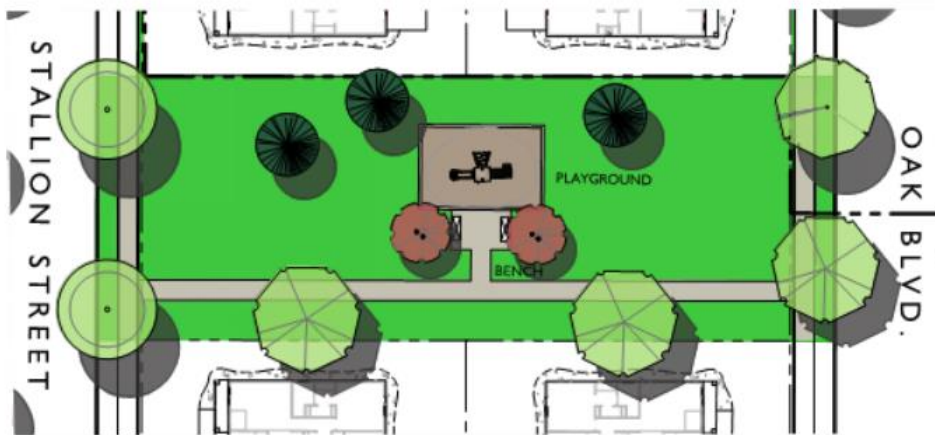
SHADE TREES

GRASS AREA

 NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 4

L104



STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E PERRY'S HOLLOW RD
SALT LAKE CITY, UTAH 84103
PHONE: 801.594.6146
SCOTT@STBDENIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 5 AMENITIES

PLAYGROUND

Play Equipment, Playworld, Mighty Fun Mountain,
#PSD-1101 or equal
Engineered wood fiber chips

BENCH

SITTING AREA
SHADE TREES
GRASS PLAY AREA

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 5

L105



PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips

BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-in BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface

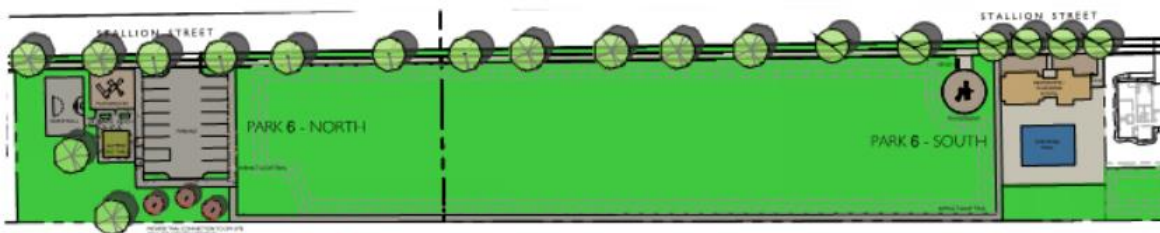
SITTING AREA

SHADE TREES
GRASS AND PLAY AREA

STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
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SCOTT@STBDENIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips

BIKE RACKS - 8 Bikes

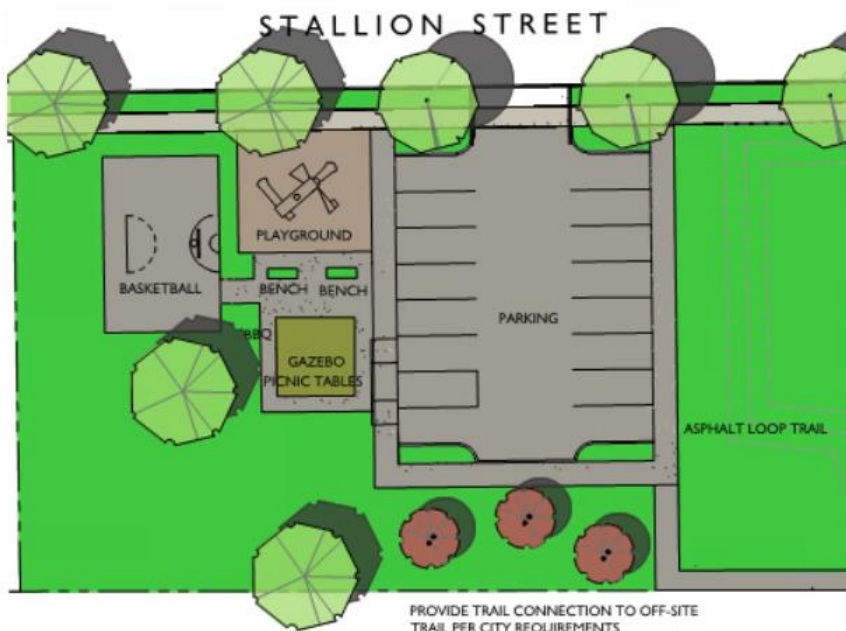
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA
ASPHALT TRAIL



NORTH
SCALE: 1" = 60'-0"
DATE: 02.02.2022

PARK 6

L106



PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips
BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-In BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface

SITTING AREA
SHADE TREES
GRASS AND PLAY AREA



LANDSCAPE ARCHITECTURE
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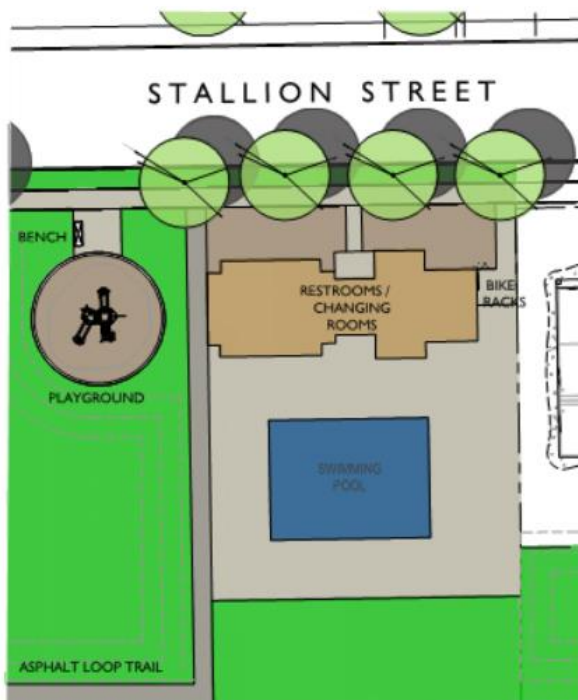
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 NORTH

L107



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips
BIKE RACKS - 8 Bikes
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA
ASPHALT TRAIL



LANDSCAPE ARCHITECTURE
& LAND PLANNING
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EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 SOUTH

L108

EXHIBIT E
SAMPLE HOME ELEVATIONS





A 3D architectural rendering of a modern, single-story house. The house features a dark grey or black gabled roof. The exterior walls are primarily a light grey color. On the left side, there is a section with dark vertical siding. In the center, there is a prominent stone fireplace with a dark wood mantel and a small window above it. To the right of the fireplace, there is a large window with multiple panes. The house is set against a plain white background.

A 3D architectural rendering of a single-story house. The house features a dark grey or black gabled roof. The exterior walls are primarily a light grey color with horizontal siding. On the left side, there is a section with a tan-colored stone or brick texture, which appears to be part of a front porch or entryway. This textured section has a small, dark-framed window. To the right of the textured area is a dark grey door. Further right, there are two large, multi-paned windows with dark frames. On the far right, there are two smaller, dark-framed windows. The house is set against a plain white background with a soft shadow cast beneath it.

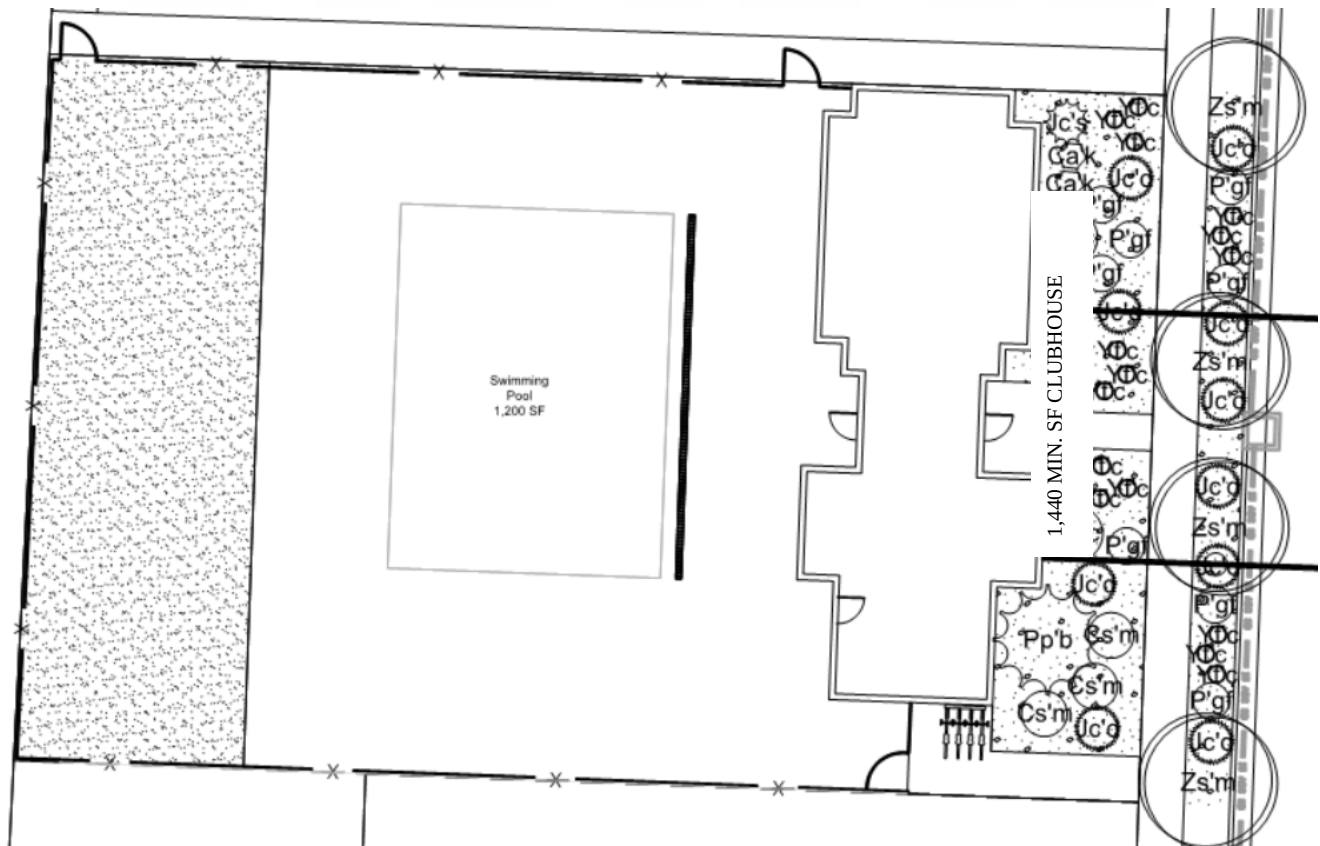


EXHIBIT G1



Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

The Eagle Mountain City Council approved the Eagle Heights Village Site Plan and Preliminary Plat on May 21st 2019 subject to the following conditions of approval:

Project Name: Eagle Heights Village Preliminary Plat

Applicant: Kirt Peterson, Horizon Development

This approval is based on compliance with the following conditions, which are binding on the property owner, and any subsequent purchaser of the property:

DEVELOPER CONDITIONS

- ~~1. Rock/Stone make up at least 30% of buildings and be used on all sides of the buildings~~
2. 5.5 feet of right-of-way along Eagle Mountain Boulevard Shall be dedicated to the City at the time of Plat Recording
3. Collector road fencing shall be required adjacent to Eagle Mountain Boulevard, Lake Mountain Road, and Future Airport Road
4. Applicant shall comply with any traffic mitigation required by the City Engineer
5. Eight foot (8') trail stub shall be provided from park to west to align with future trail connection
6. An asphalt trail shall be provided around park 6
7. Applicant shall provide park plans that show that amenities shown in previous park plans are still being provided in the same locations
8. The Applicant shall work with the City Engineer to improve the entrance from Eagle Mountain Boulevard to provide better alignment of the intersection
9. An asphalt trail shall be provided from Eagle Heights Village to the west. Applicant shall work with staff to determine the width of the trail and possible reimbursement once that property is developed
10. Approval is contingent upon approval of the Master Development Agreement (MDA)

NEXT STEPS

Developer may now proceed with the following steps:

1. Receive approval for Master Development Agreement (MDA)
2. Verify that all applicable conditions of approval have been completed.
3. Submit a complete final plat application to the Planning Department for the first phase of development for review by the City Development Review Committee (DRC).

By: _____

Steve Mumford



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 16, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Eagle Heights Village Master Development Agreement.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Robert Hobbs, Planning

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:
Relevant information regarding the proposed amendment to the Master Development Agreement can be found in the Master Development Plan staff report.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Amended and Restated Eagle Heights Village Master Development Agreement](#)
[Amended & Restated Eagle Heights Village MDA 07.29.2022](#)

RESOLUTION NO. R- - 2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING
THE AMENDED AND RESTATED EAGLE HEIGHTS VILLAGE MASTER
DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Amended and Restated Eagle Heights Village Master Development Agreement, as set forth more specifically in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Eagle Mountain City:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Amended and Restated Eagle Heights Village Master Development Agreement, as set forth more specifically in Exhibit A.
2. The Amended and Restated Eagle Heights Village Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of August, 2022.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 16th day of August, 2022.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Colby Curtis

☐ Colby Curtis

☐ Colby Curtis

☐ Colby Curtis

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Carolyn Love

☐ Carolyn Love

☐ Carolyn Love

☐ Carolyn Love

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

August__, 2022

WHEN RECORDED, RETURN TO:

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

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
("MDA") is made and entered as of the __ day of August, 2022, by and between **Eagle Mountain City**, a Utah municipal corporation ("**Eagle Mountain**") and **Eagle Heights Village IV, LLC**, a Utah limited liability company and its Assigns ("**Developer**").

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.
- B. Developer owns and is developing the Property as a residential subdivision.
- C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA.
- D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.
- E. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et*

seq.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “G” are hereby incorporated into this MDA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

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

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this MDA and the Site Plan.

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

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

1.2.6. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of June 18, 2019, a digital copy of which is attached as **Exhibit C**.

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

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

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

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

1.2.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.2.12. **Developer** means Eagle Heights Village IV, LLC, and its successors in interest or assignees as permitted by this MDA.

1.2.13. **Maximum Residential Units** means the development on the Property of Two Hundred and Seventy Four (274) Dwelling Units.

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

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

1.2.16. **Notice of Decision** means the Notice of Decision for the Eagle Heights Village Preliminary Plat, which includes certain terms and conditions for development of the Project.

1.2.17. **Park and Open Space Plan** means the improved park and open space plan and worksheet approved by the City Council, a copy of which is attached hereto as **Exhibit D.**

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

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

1.2.20. **Property** means the approximately 51.38 acres of real property owned by and to be developed by Developer more fully described in **Exhibit A.**

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

1.2.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a residences, which may consist of attached and detached structures.

1.2.23. **Site Plan** means the Eagle Heights Village Site Plan and Preliminary Plat for the Project; including 176 attached and 98 single family detached units approved by the Eagle Mountain Council, a copy of which is attached hereto as **Exhibit B.**

2. Development of the Project.

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

2.2. Development Requirements. Eagle Mountain has approved the Site Plan for the Project which shall serve as the preliminary plat. Developer shall construct the Project in accordance with the Site Plan, the Notice of Decision, and any conditions and restrictions imposed by the City Council on the Project as approved in this MDA. Such conditions include, but are not limited to, amenities in the clubhouse such as granite or quartz countertops, an asphalt walking trail around the retention area, widening of the entry way road to create better alignment with the entry on the opposite side of Eagle Mountain Boulevard (which is complete). The elevation and design of buildings must be consistent with the previously approved building elevations and newly proposed building elevations as illustrated in Exhibit E.

2.3. Density Entitlements. Developer has submitted and received approval for the Park and Open Space Plan to comply with Eagle Mountain's Bonus Density Requirements, which includes the layout and design for the required clubhouse and pool. Developer shall construct the improvements as detailed on the Park and Open Space Plan unless otherwise approved by the City.

2.4. **Trail.** Intentionally Omitted.

2.5. **Accessory Dwelling Unit Option.** Accessory Dwelling Units (“ADU”) are permitted in the Project as a way to encourage additional affordable housing options in the City. On any single family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence. Notwithstanding the forgoing, it is not a requirement for any Residence to include an ADU.

2.6. **Excluded Basement Option.** On any Residence with a basement in the Project, the Developer or a future homebuilder will provide to home buyers the option of excluding the basement.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, the Eagle Mountain’s Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the Eagle Mountain’s Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. **Master Developer Agreement.** Eagle Mountain’s Future Laws or other regulations to which the Developer agrees in writing;

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

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

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

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

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2018) *et seq*; or

3.2.7. Planning and Zoning Modification. Changes by the Eagle Mountain to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Eagle Mountain, and do not materially and unreasonably increase the costs of Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this MDA shall be until June 18, 2029. If Developer has not been declared to be currently in Default as of June 18, 2029 (and if any such Default is not being cured) then this MDA shall be automatically extended until June 18, 2034. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of the Eagle Mountain's Future Laws. Notwithstanding the forgoing, Developer's vested rights, as provided for in Section 3.1 of this MDA. If the Eagle Mountain denies a Development Application the Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or the Eagle Mountain's Vested Laws (or, if

applicable, the Eagle Mountain's Future Laws).

6. Public Infrastructure.

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

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

7. Upsizing/Reimbursements to Developer.

7.1. Upsizing. Eagle Mountain shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to

compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

8. Default.

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

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

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

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

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

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

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

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

9. **Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. **Eagle Mountain's Remedies Upon Default.** Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

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

To the Developer:

Eagle Heights Village IV, LLC
1466 North HWY 89, STE 220
Farmington, UT 84025

To Eagle Mountain:

City Recorder

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

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

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

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

14.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's

rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

14.3.1. Eagle Mountain gives its approval to assign a portion of the rights, responsibilities and obligations of the MDA to Utah Residential Partners, LLC (an affiliate of Fieldstone Construction and Management Services, Inc., a Utah corporation) and/or its affiliates ("Fieldstone") who intends to purchase the balance of the Project, excluding Phases 1 and 2. Those rights, responsibilities and obligations to be assigned are limited to the obligation to (i) construction all Residential Dwelling Units in compliance with the MDA the Lots owned by Fieldstone; and (ii) the construction of the clubhouse and swimming pool located in Phase 3 Final Plat, as shown on Exhibit F attached hereto, which will be constructed prior to the completion of the Residences in Phase 3 Final Plat (collectively, the "Private Amenities"), as shown on the Site Plan, a copy of which is attached hereto as Exhibit B. Developer retains all other obligations contemplated by the Development Agreement including but not limited to the construction of all public infrastructure required for the development of the balance of the Project, including all parks and open space, but excluding the Private Amenities.

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

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

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

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

19. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

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

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

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

23. **Recordation and Running with the Land.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of Eagle Mountain's Vested Laws, **Exhibit C**, shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the Eagle Mountain Recorder and each party shall also have an identical copy.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

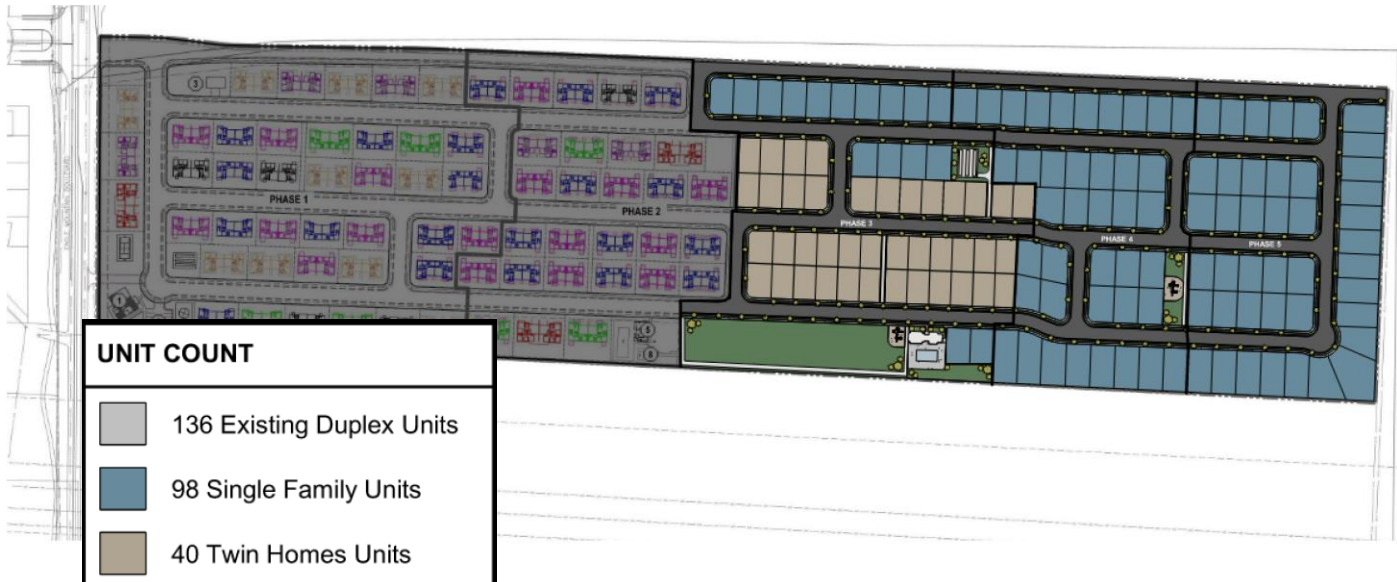
TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Site Plan
Exhibit “C”	Eagle Mountain’s Vested Laws
Exhibit “D”	Park and Open Space Plan
Exhibit “E”	Sample Home Elevations
Exhibit “F”	Pool & Clubhouse
Exhibit “G”	Notice of Decision

Exhibit “A”
Legal Description of Property

Exhibit “B”
Site Plan

EXHIBIT B



Single Family Lots:

Minimum Lot Frontage: 58' measured at the front garage setback

Single Family Lot Setbacks:

Front Setback: 15' to the House, 22' to garage

Side Setback: 8'/10' on garage side

Corner side setback: 15'

Rear Setback: 15'

Twin Homes:

Twin Home Setbacks:

Front Setback: 20'

Side Setback: 10'

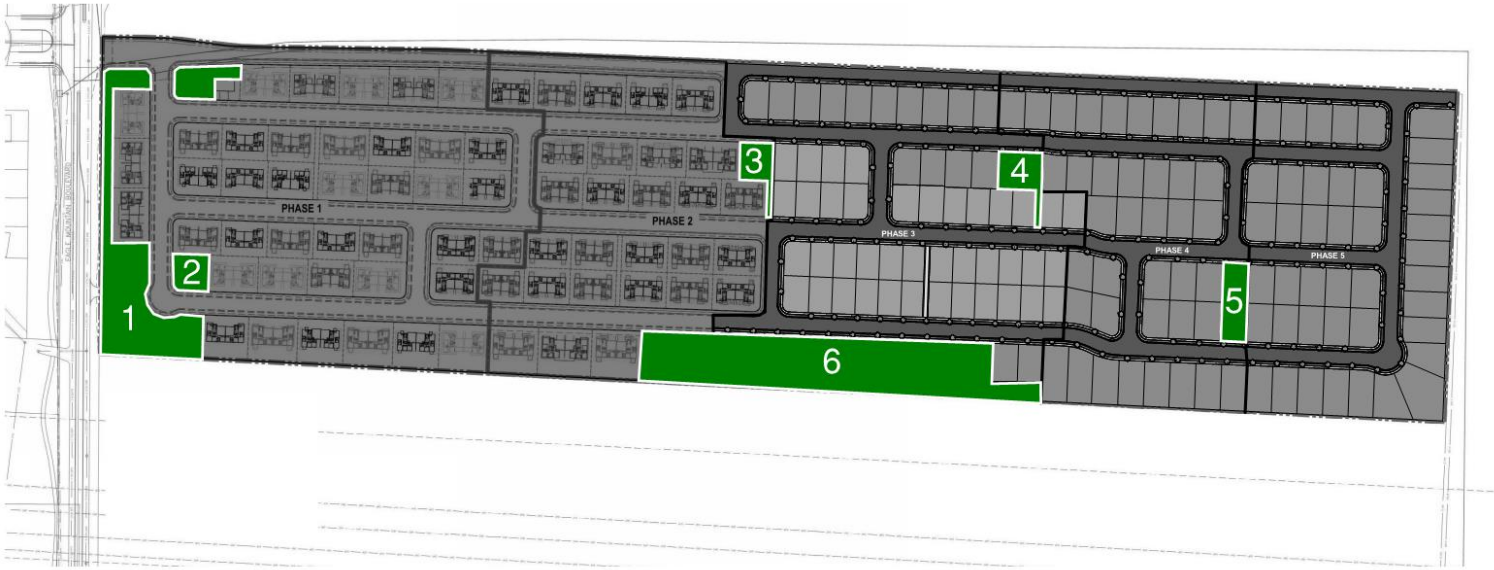
Corner side setback: 15'

Rear Setback: 20'

Exhibit “D”
Park and Open Space Plan

EXHIBIT D **AMENDED PARKS AND OPEN SPACE PLAN**

PARK AMENITIES				
PARK #1	PARK #2	PARK #4	PARK #5	PARK #6
COMMUNITY CENTER GAZEBO PLAYGROUND SPORT COURT PARKING BIKE RACKS - 8 BIKES SHADE TREES GRASS PLAY AREA SITE SECURITY CAMERAS	GARDEN BOXES BENCH PARK #3 GARDEN BOXES BENCH	GARDEN BOXES BENCH	PLAYGROUND BENCH SHADE TREES LAWN PLAY AREA	SWIMMING POOL RESTROOMS CHANGING ROOMS GAZEBO PLAYGROUND BASKETBALL COURT ASPHALT TRAIL BIKE RACKS - 8 BIKES PARKING SHADE TREES LARGE GRASS PLAY AREAS SITE SECURITY CAMERAS





PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units		Required Open Space (Square Feet) ^a	Required Open Space (Acres) ^b
274	x 1,000 =	274,000 sq ft	/ 43,560 = 6.29 Acres

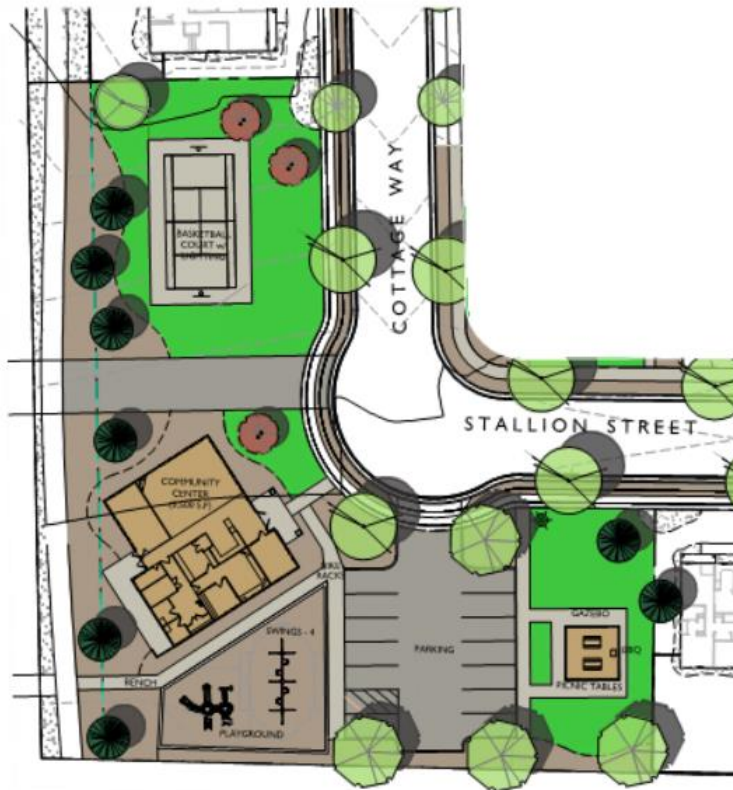
Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet) ^a	Total Fee-In-Lieu
274,000 sq ft	x \$3.75 = \$ 1,027,500

Required Amenity Points	
Required Open Space (Acres) ^b	Required Amenity Points
6.29 Acres	x 100 = 629 Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	4	8
Trees (5) (A majority must be shade trees)	2	12	5
Shade Structure	4		
Drinking Fountain	5	2	10
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1100	66
Parking* (5 stalls)	6	6	36
Swings (4+ swings)	7	1	7
Concrete Basketball Court (1/2)	20	1	20
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4	2,200	88
Playground Equipment* per \$1,000	2	150,000	300
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Garden Boxes	Varies		62
Other: Lighting at sports court	Varies		50
TOTAL			774

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

Park	SF Area	Acres
Park 1	70,369	1.62
Park 2	8,498	0.20
Park 3	11,125	0.26
Park 4	12,621	0.29
Park 5	110,219	2.53
Park 6	10,208	0.24
Total	223,040	5.12



PARK 1 AMENITIES

COMMUNITY CENTER - 3,500 S.F.

Exercise Room, Full Kitchen, 2 Bathrooms,

Multi-Use Room

GAZEBO - 1,100 S.F. Area

2 Picnic Tables, Built-in BBQ, Drinking Fountain,

Trash Receptacles, Concrete Surface

PLAYGROUND

Playground - Playworld #350-1716 or equal

Swings - 4

Engineered wood fiber chips

SPORT COURT

Full-Size Basketball Court, Conc. Surface

BIKE RACKS - 8 Bikes

PARKING - 15 Stalls

SHADE TREES

GRASS PLAY AREA

EXTERIOR SECURITY CAMERAS



LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E PERRY'S HOLLOW RD
SALT LAKE CITY, UTAH 84103
PH/VO/TXT: 801.554.6146
SCOTT@STBDESIGNLLC.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

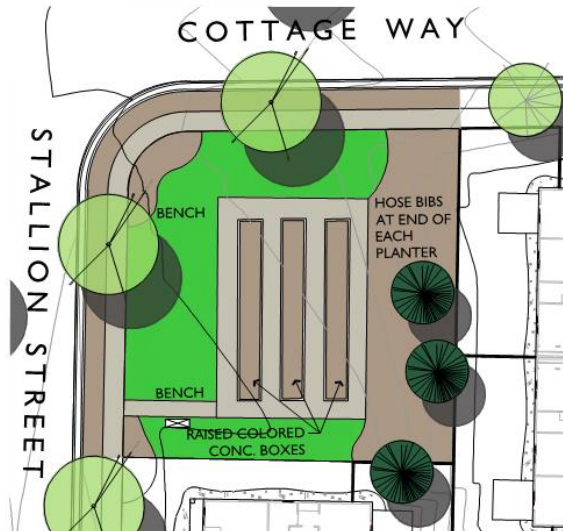


NORTH
SCALE: 1"=30'-0"
DATE: 02.02.2022



PARK 1

L101



PARK 2 AMENITIES

GARDEN BOXES

Raised Colored Concrete Boxes

SITTING AREA

SHADE TREES

GRASS AREA



LANDSCAPE ARCHITECTURE
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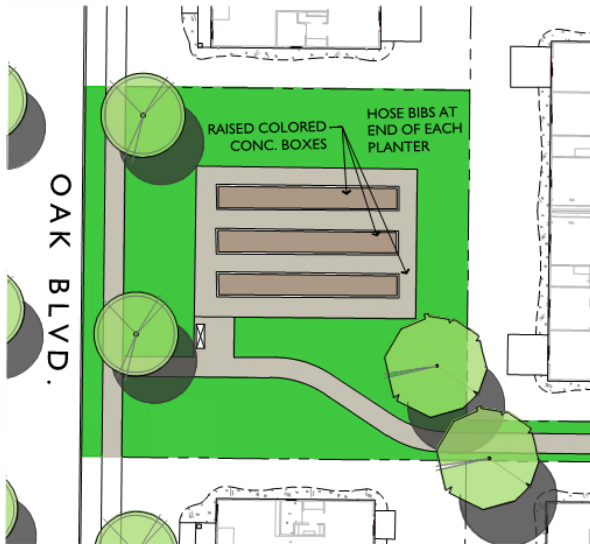
NORTH
SCALE: 1"=20'-0"
DATE: 02.02.2022

PARK 2

L102

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 3 AMENITIES

GARDEN BOXES

Raised Colored Concrete Boxes

SITTING AREA

SHADE TREES

GRASS AREA

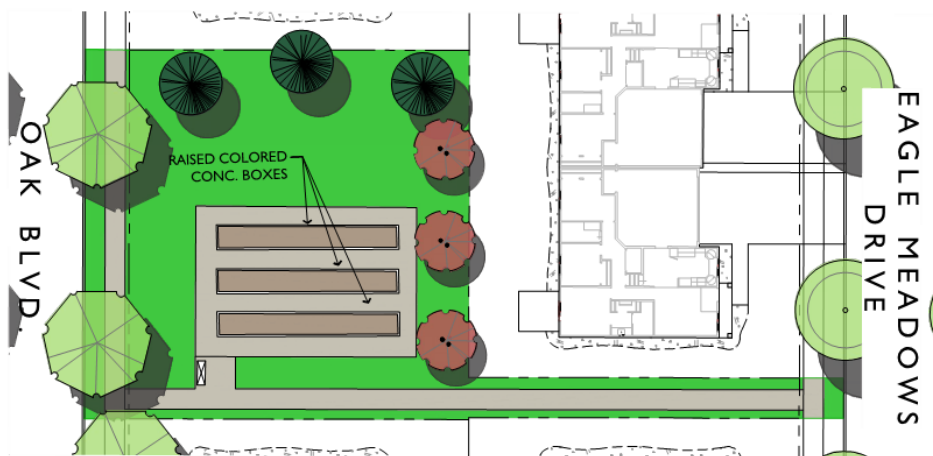
 NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 3

L103

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 4 AMENITIES

GARDEN BOXES

Raised Colored Concrete Boxes

SITTING AREA

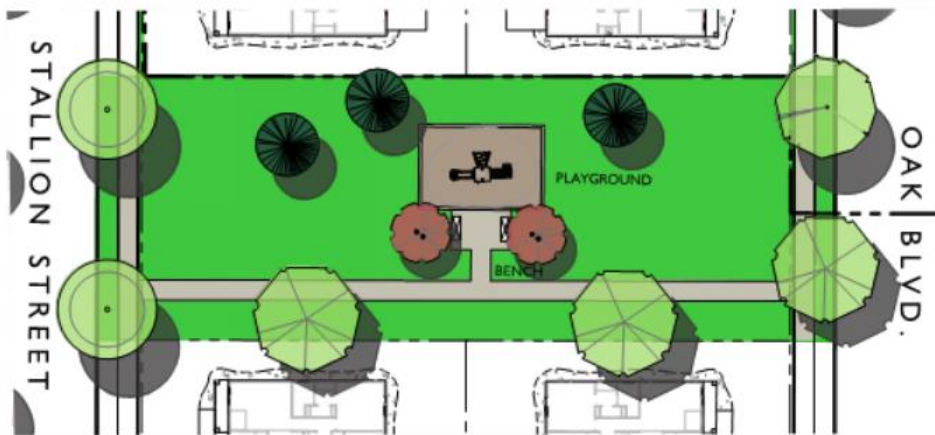
SHADE TREES

GRASS AREA

 NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 4

L104



STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
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EAGLE HEIGHTS VILLAGE

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EAGLE MOUNTAIN, UTAH



PARK 5 AMENITIES

PLAYGROUND

Play Equipment, Playworld, Mighty Fun Mountain,
#PSD-1101 or equal
Engineered wood fiber chips

BENCH

SITTING AREA
SHADE TREES
GRASS PLAY AREA

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 5

L105



PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips

BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-in BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface

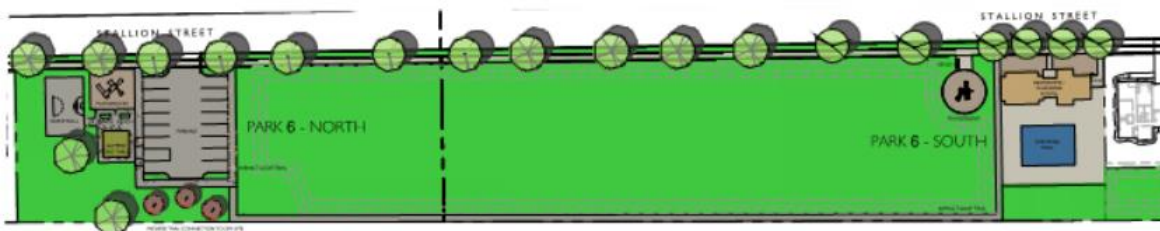
SITTING AREA

SHADE TREES
GRASS AND PLAY AREA

STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E PERRY'S HOLLOW RD
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EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips

BIKE RACKS - 8 Bikes

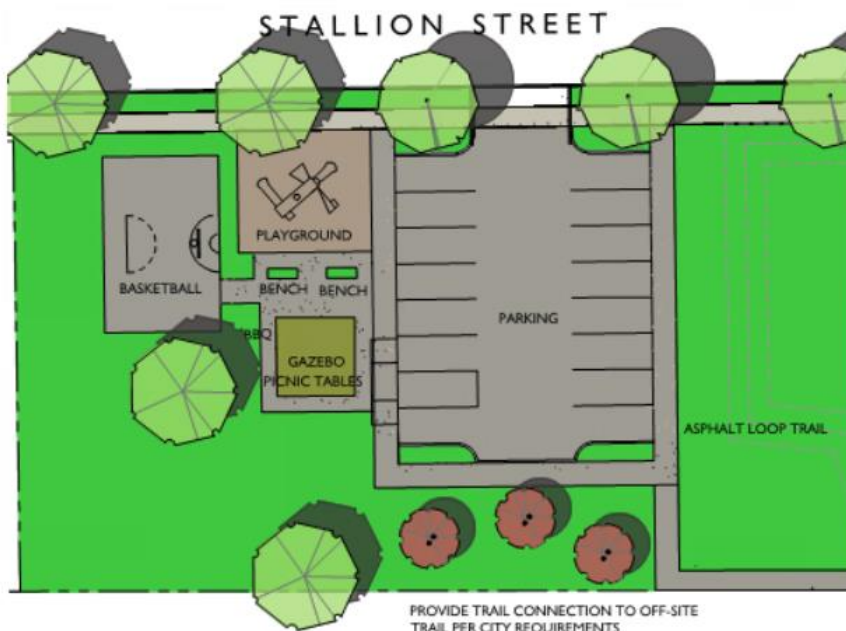
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA
ASPHALT TRAIL



NORTH
SCALE: 1" = 60'-0"
DATE: 02.02.2022

PARK 6

L106



PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips
BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-In BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface

SITTING AREA
SHADE TREES
GRASS AND PLAY AREA



LANDSCAPE ARCHITECTURE
& LAND PLANNING
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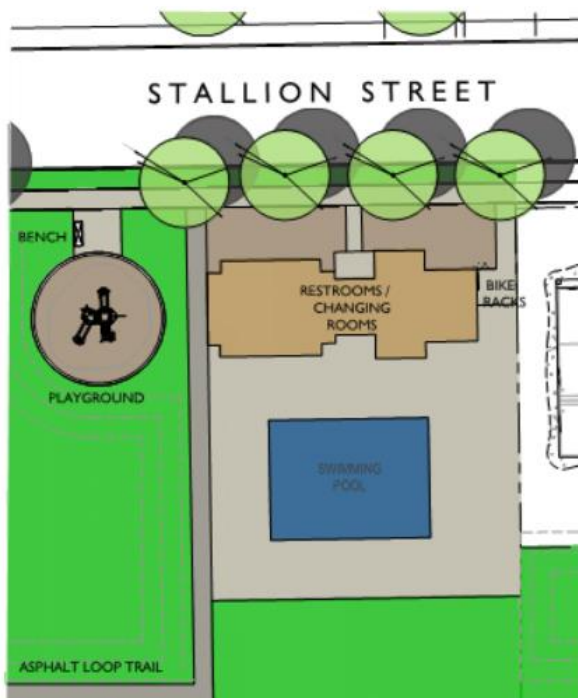
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 NORTH

L107



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips
BIKE RACKS - 8 Bikes
SITTING AREA
SHADE TREES
GRASS AND PLAY AREA
ASPHALT TRAIL



LANDSCAPE ARCHITECTURE
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NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 SOUTH

L108

EXHIBIT E
SAMPLE HOME ELEVATIONS





EXHIBIT F
SAMPLE POOL & CLUBHOUSE DESIGN



① LEFT - FRONT

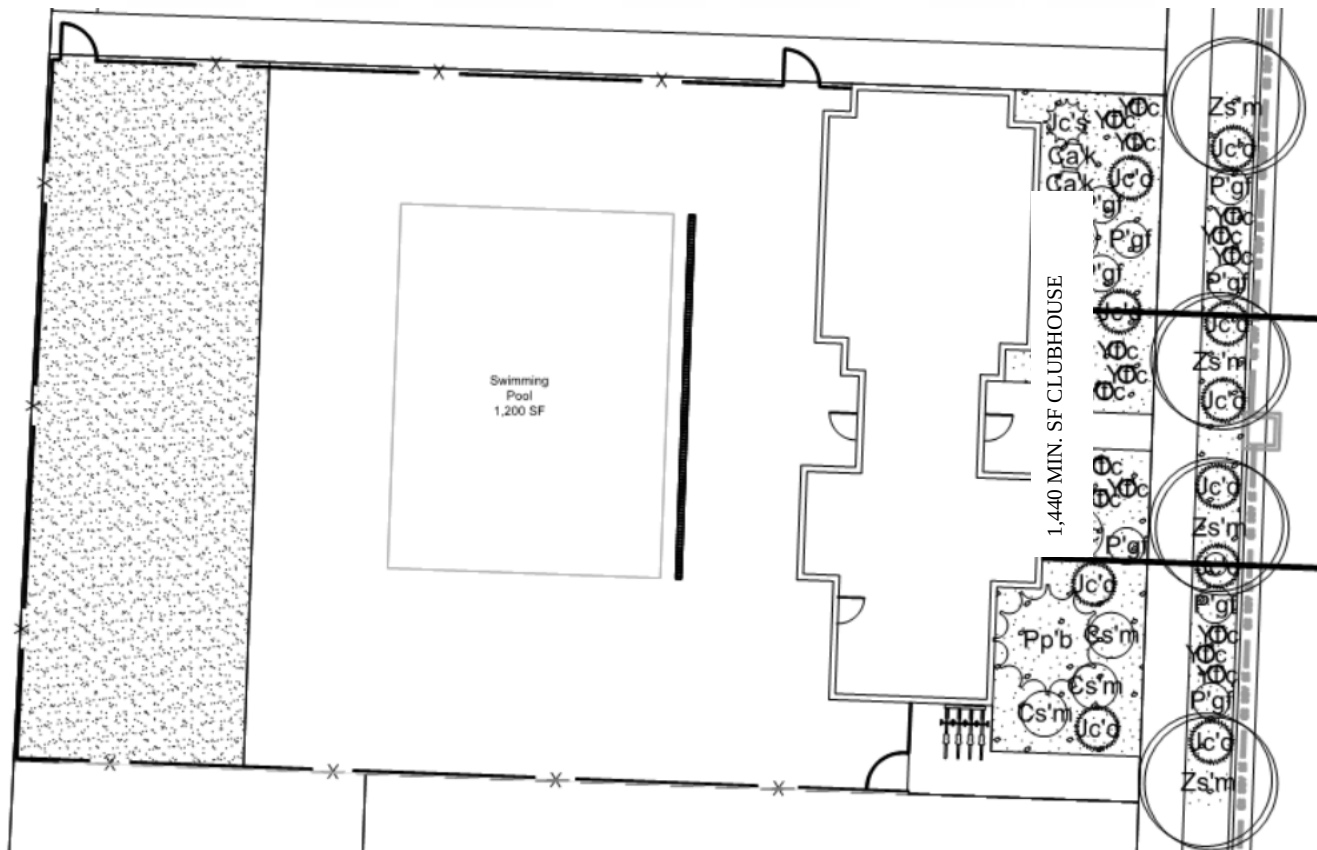


EXHIBIT G1



Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

The Eagle Mountain City Council approved the Eagle Heights Village Site Plan and Preliminary Plat on May 21st 2019 subject to the following conditions of approval:

Project Name: Eagle Heights Village Preliminary Plat

Applicant: Kirt Peterson, Horizon Development

This approval is based on compliance with the following conditions, which are binding on the property owner, and any subsequent purchaser of the property:

DEVELOPER CONDITIONS

- ~~1. Rock/Stone make up at least 30% of buildings and be used on all sides of the buildings~~
2. 5.5 feet of right-of-way along Eagle Mountain Boulevard Shall be dedicated to the City at the time of Plat Recording
3. Collector road fencing shall be required adjacent to Eagle Mountain Boulevard, Lake Mountain Road, and Future Airport Road
4. Applicant shall comply with any traffic mitigation required by the City Engineer
5. Eight foot (8') trail stub shall be provided from park to west to align with future trail connection
6. An asphalt trail shall be provided around park 6
7. Applicant shall provide park plans that show that amenities shown in previous park plans are still being provided in the same locations
8. The Applicant shall work with the City Engineer to improve the entrance from Eagle Mountain Boulevard to provide better alignment of the intersection
9. An asphalt trail shall be provided from Eagle Heights Village to the west. Applicant shall work with staff to determine the width of the trail and possible reimbursement once that property is developed
10. Approval is contingent upon approval of the Master Development Agreement (MDA)

NEXT STEPS

Developer may now proceed with the following steps:

1. Receive approval for Master Development Agreement (MDA)
2. Verify that all applicable conditions of approval have been completed.
3. Submit a complete final plat application to the Planning Department for the first phase of development for review by the City Development Review Committee (DRC).

By: _____

Steve Mumford



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 16, 2022**

TITLE:	MOTION - Amended Preliminary Plat		
ITEM TYPE:	Motion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No	RECOMMENDATION:		
PREPARED BY: Robert Hobbs, Planning	BACKGROUND: Relevant information regarding the amended preliminary plat can be found in the Master Development Plan Amendment staff report.		
PRESENTED BY:	ITEMS FOR CONSIDERATION:		
	REQUIRED FINDINGS:		
	PLANNING COMMISSION ACTION/RECOMMENDATION:		
	ATTACHMENTS:		

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

7-Eleven Rezone and Site Plan
America First Credit Union Site Plan
AT&T Mt. Airey Tower Site Plan
Beto's Site Plan
Browns Meadow Preliminary Plat
Eagle Plaza (Formerly Betos) Site Plan
Eagle Heights Village MDP/MDA Amendment
Family First Dentistry Site Plan
Harmony Phase A, Plat 14 Site Plan
Harmony Multi-Family Site Plan
John Hancock School Concept Plan
Just Chillin Site Plan
Lone Tree Phase F, Plat 3 Preliminary Plat
Lower Hidden Valley Concept Plans (2)
Master Transportation Plan
McLachlan Industrial Subdivision Concept Plan
Mountain America Credit Union Site Plan
North Stake LDS Church Expansion Site Plan
Overland Village 2 Phase A Preliminary Plat (Amended)
Overland Elementary School Site Plan
Overland MDA Amendment (Village 2 Park Timing)
Overland LDS Church Site Plan
Parkway Fields Phase C Site Plan & Prelim Plat
Pole Canyon MD/MDA Amendment
Porter's Crossing Town Center MDP/MDA Amendment

Code Amendments

Accessory Structures
Alley Access – Removing Man Door Requirement
Community District Nodes Overlay
5G Small Cell Wireless Facilities
Industrial Zone
Multifamily & Commercial Design Standards
Neighborhood Improvement Codes
Public and Private Road Standards
Street-Light Standards (cleanup)
Landscape Standards
Wildlife Corridor Overlay Zone Amendments