



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

July 12, 2022, 5:30 PM

Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. Discussion Items

1.A [CONCEPT PLAN - Porter's Crossing Town Center](#)

A concept plan review for an upcoming amendment to the Porter's Crossing Town Center Master Development Plan and Agreement

[2022_07_07 Concept Plans](#)

[Existing Approved Plans](#)

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

2. Pledge of Allegiance

3. Declaration of Conflicts of Interest

4. Approval of Meeting Minutes

4.A June 14, 2022 Planning Commission Minutes

[PC 06.14.22 DRAFT Minutes](#)

5. Status Report

6. Action and Advisory Items

6.A [ACTION ITEM/PUBLIC HEARING - Eagle Mountain Municipal Code Regarding Water Efficient Landscape Standards](#)

A development code amendment proposing water efficient landscape standards

[07122022_WaterEfficientLandscapeStandards](#)

6.B [PUBLIC HEARING -- Parkway Fields Phase C Preliminary Plat & Site Plan](#)

Preliminary Plat and Site Plan reviews of a 234-lot, single-family attached townhouse subdivision on 31.28 acres of land within the Parkway Fields (formerly "Founders' Square" & "Ault Farms") master planned development

[Founders__Square_Parcel_Vicinity_Map.Jan_2022.pdf](#)

[Ault_Farm_MDA_Exhibit_C_-_Zoning_Map.pdf](#)

[Parkway Fields PP C 7-7-22.pdf](#)

[Parkway Fields C.Landscape & Open Spaces Plans & Open Space Pt. Worksheet.pdf](#)

[Parkway Fields Townhome Elevations.pdf](#)

[Ault Farms MDA](#)

[Ault Farms MDA Exhibits](#)

7. **Discussion Items**

7.A [City Growth Update](#)

8. **Next scheduled meeting**

9. **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.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 12, 2022**

TITLE: CONCEPT PLAN - Porter's Crossing Town Center

ITEM TYPE: Concept Plan

APPLICANT: SK Hart (Khosrow Semnani)

ACTION ITEM:

No

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

BACKGROUND:

The existing Porter's Crossing Town Center MDA included the contemplation of a recreation center, senior housing, an institutional use, commercial use, and apartments (in addition to the areas already developed for commercial and residential uses). Some of these uses are no longer possible or desired in this project, so the applicant is proposing amendments to the MDP and MDA. Prior to review of this project's MDP and MDA amendments the applicant has requested a concept plan review with the Planning Commission to obtain feedback.

Previous conceptual reviews were held with the Planning Commission and City Council within the last year.

ITEMS FOR CONSIDERATION:

The proposed amendments relate to Pods #1, 2, 9a, 9b, 10, and 15.

The current MDA allows for the following:

- Pod 1 - 4.9 acres of Commercial Retail
- Pod 2 - 11.6 acres to be developed for commercial, residential, or mixed use, with no more than 180 apartment units. Although not required, developer agreed to use commercially reasonable efforts to include commercial use in Pod 2.
- Pod 9a - To be dedicated to the City for development of a regional trail and public recreational facility, and related parking and improvements
- Pod 9b - Senior housing, assisted living housing, or commercial or institutional uses. The Senior Housing was allowed up to five (5) stories in height, and isn't required to have any improved park space, but will include amenities

based on the number of senior housing units. The developer anticipated the development of 150 senior housing units.

- Pod 10 - 5 acres to be developed for commercial or institutional uses.
- Pod 15 - 4 acres of Community open space (utility corridor open areas). This area was anticipated to be developed for RV storage

Proposed Concept Plan includes the following:

- Pods 1 & 2 - Commercial development, including retail, office, and possible hotel
- Pods 9a & 9b - 156 apartments (3-story apartment buildings, 12 units per building) and 29 townhomes (with 2-car garages), as well as a pool, clubhouse, parking, and landscape improvements
- Pod 10 - 33 townhomes (1-car garages), parking, and a pickleball court
- Pod 15 - open space and future RV storage or nursery
- A road (24 feet wide) from St. Andrews Drive to the northern portion of the property, providing access to the RMP substation and a second access to the project (in addition to Porter's Crossing)

General Comments:

- Amending the MDP/MDA is necessary, due to the issues with the recreation facility no longer being part of the proposal. We believe this should be reviewed with mainly new eyes, determining if this current proposal is appropriate based upon the approval criteria in the City Code.
- Converting Pod 2 to commercial uses is exactly what the City has been requesting for years with this project, and will bring increased sales tax and property tax revenue to the City, in addition to the quality of life benefits to the residents (access to food services, retail shops, medical offices, etc.) and business growth opportunities. The sooner this area gets approval the better, as we are losing commercial leasing opportunities to our neighboring city. Generally, businesses locating along Redwood Road would not be willing to open up a location in the Ranches as well (proximity issue).
- The transitioning is generally appropriate (single-family lots to townhomes to apartments to utility facilities), and transition areas also include open space and parking.

- Public ROW or easement access to the City Parcel to the north is beneficial for future use or sale of the property.
- Some parking stalls in the large parking lot seem quite far away from many of the residential units.
- The proposed parks and open space improvements don't seem adequate for the proposed residential units.
- We are awaiting the submittal of an updated traffic analysis, which will require review by the City Engineer.

A more detailed staff analysis of the proposal, including parking standards, parks and open space standards, etc. will occur with the MDP/MDA Amendment application.

REQUIRED FINDINGS:

RECOMMENDATION:

Please listen to the applicant's proposal and provide feedback that would be helpful for their MDP/MDA Amendment application preparation.

ATTACHMENTS:

[2022_07_07 Concept Plans](#)

[Existing Approved Plans](#)

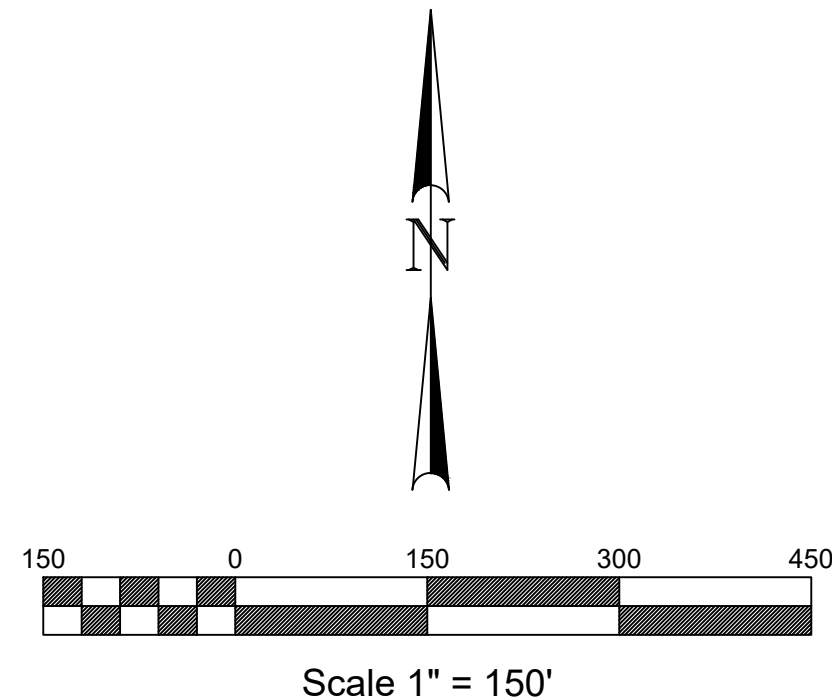
ZONING SUMMERY 3RD AMENDMENT

ZONING DESITNATIONS

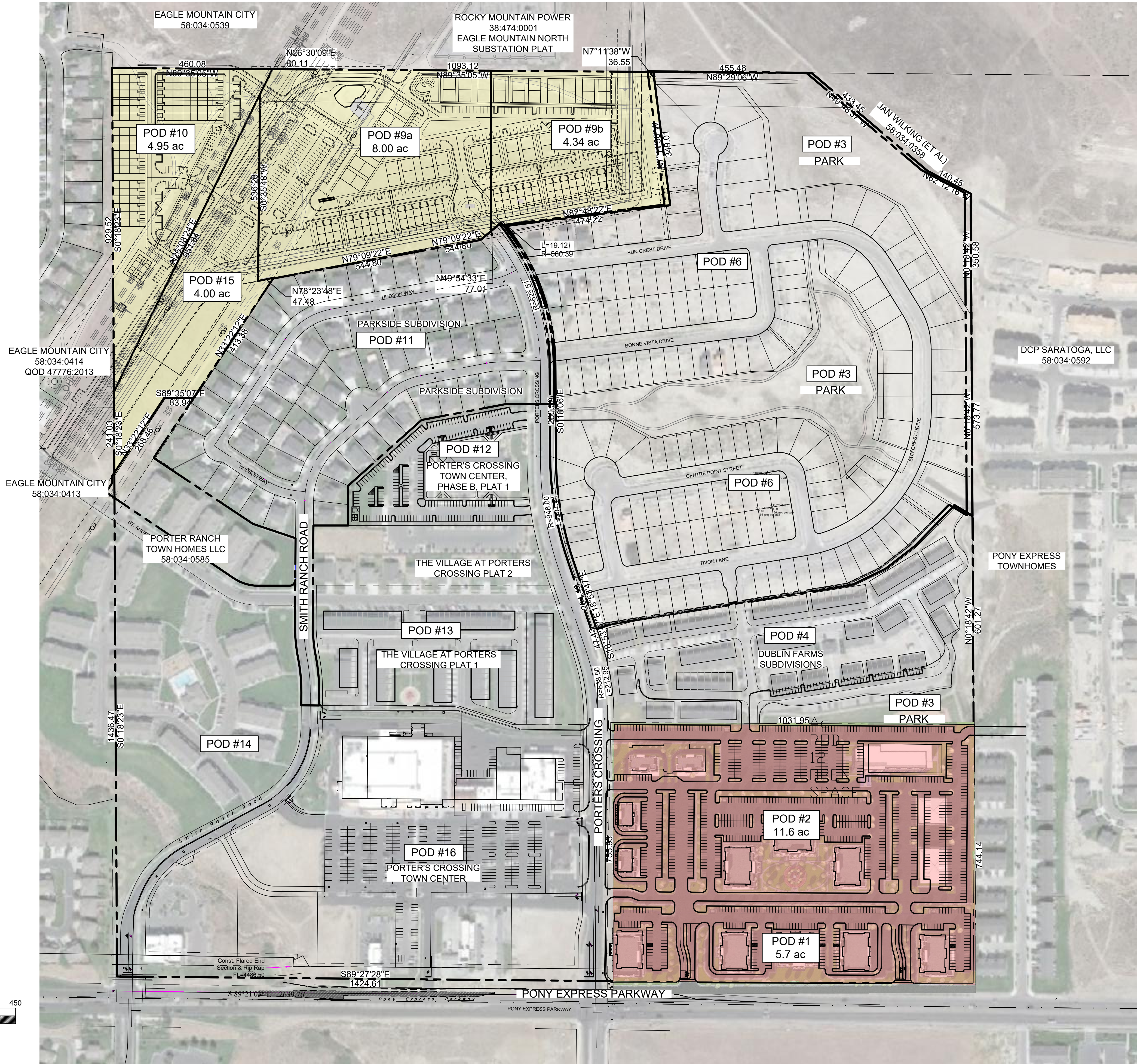
	RESIDENTIAL(APARTMENTS AND TOWNHOMES)
	COMMERCIAL

GENERAL NOTES:

1. THE INFORMATION DEPICTED ON THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION AND REVISION. ALL LAND USES, ACREAGE CALCULATIONS, DENSITY CALCULATIONS, LOT SIZES, ROAD WIDTHS AND LOCATIONS OF VARIOUS COMPONENTS OF THE PLAN ARE BASED ON PRELIMINARY DATA, TOPOGRAPHY, BOUNDARIES AND DESIGN PARAMETERS.
2. SITE LAYOUTS, INCLUDING ROADS, PARKING, BUILDINGS, LOT AND OPEN SPACE AREA AMENITIES ARE ILLUSTRATIVE IN NATURE AND SUBJECT TO FINAL SITE DESIGN AND MUNICIPAL APPROVAL PROCESSES.
3. UNIT TOTALS SHOWN FOR EACH PARCEL MAY SURPASS ALLOWABLE PROJECT DENSITY TO ALLOW FOR ADJUSTMENT IN DESIGN.
4. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE

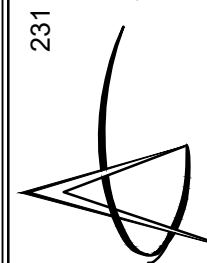


CALL BEFORE YOU DIG.
IT'S FREE &
IT'S THE LAW
1-800-662-4111
208-2100
208-2100
208-2100
208-2100



PORTER'S CROSSING EAGLE MOUNTAIN, UT ZONING MAP 3RD AMENDMENT

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying



CLIENT: SK HART MANAGEMENT
DWG: AMENDED EXHIBITS DWG
JOB No: 3RD AMENDMENT
DATE: 06/30/2022

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 06/30/2022

REVISIONS

SHEET
EX-2B

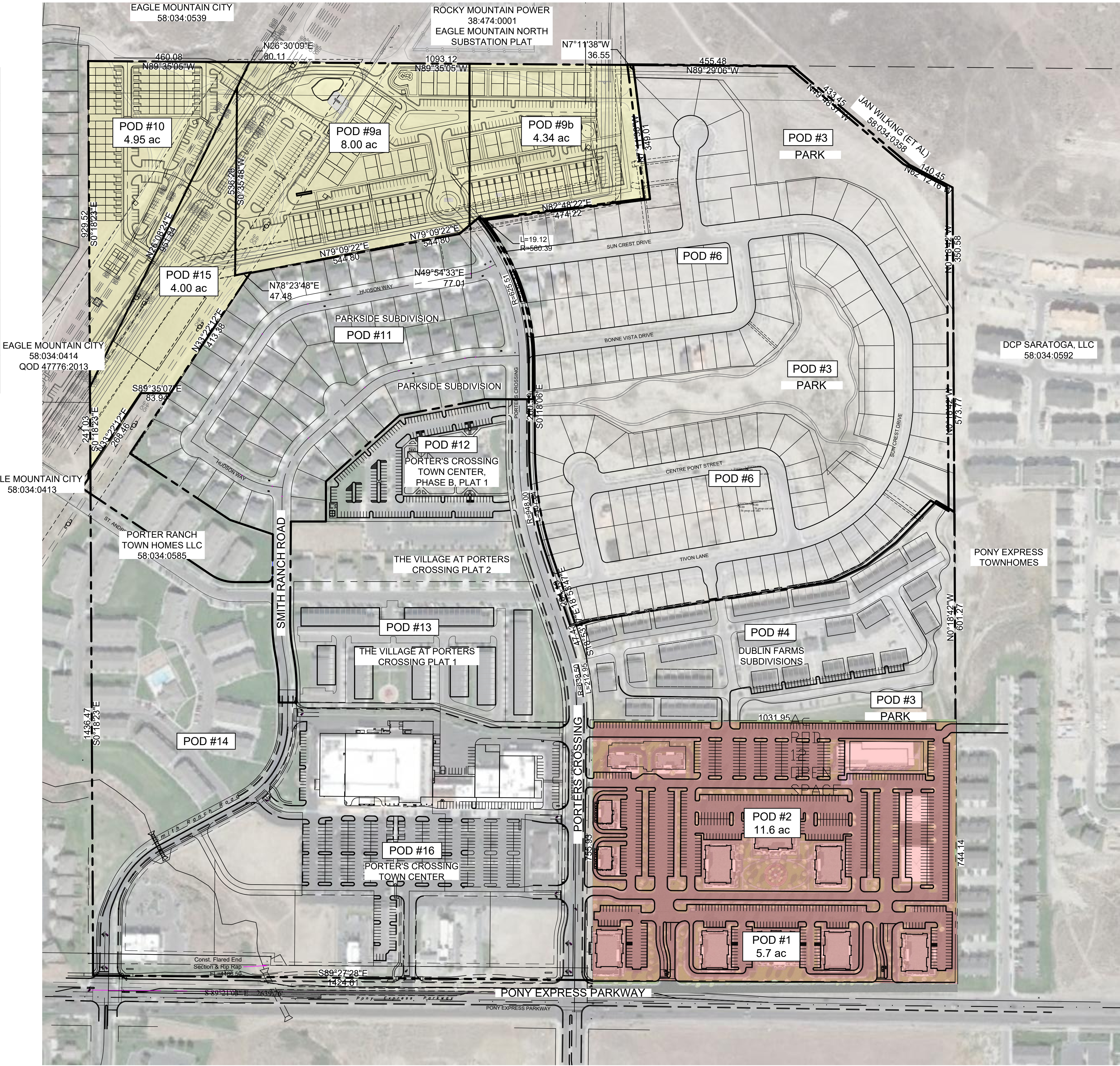
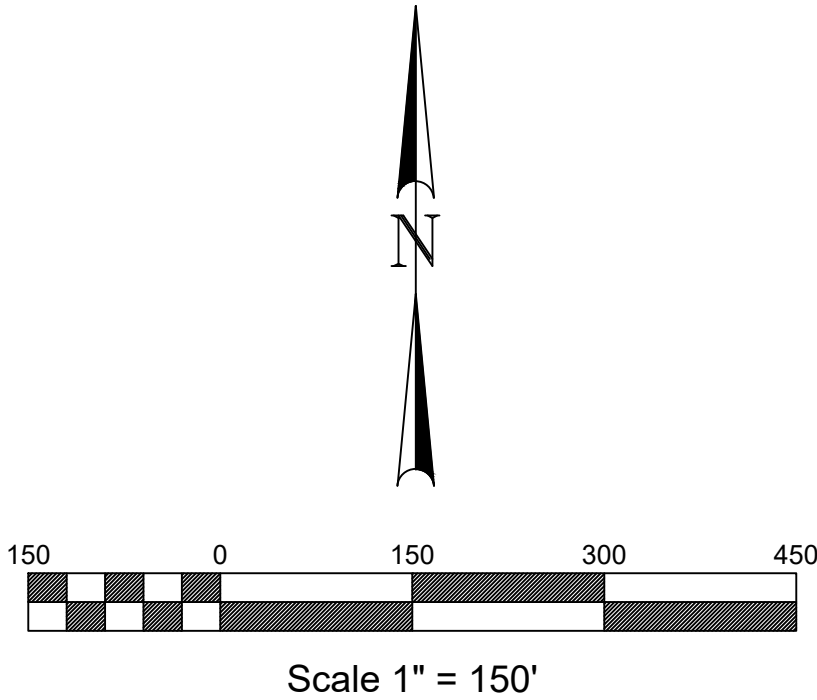
PH: 801-487-8040

LAND-USE SUMMERY
3 RD AMENDMENT

LAND-USE SUMMERY			
POD	ACREAGE	CURRENT LAND USE DESCRIPTION	AMENDED LAND USE DESCRIPTION
1	5.70 AC	COMMERCIAL	COMMERCIAL ONLY
2	11.60 AC	COMMERCIAL/180 UNIT APARTMENT	COMMERCIAL ONLY
9a	8.00 AC	CITY RECREATION CENTER	APARTMENTS/ TOWNHOMES
9b	4.34 AC	SENIOR LIVING APARTMENTS APPROX.200 UNITS	APARTMENTS/ TOWNHOMES
10	4.95 AC	INSTITUTIONAL	TOWNHOMES
RESIDENTIAL DENSITY		TOTAL UNITS IN EXCESS OF 300 APARTMENTS	TOTAL UNITS 225 APARTMENTS/TOWNHOMES
15	4.00 AC	ROCKY MOUNTAIN POWER EASEMENT/STORAGE	PARKING, STORAGE, & NURSERY

GENERAL NOTES:

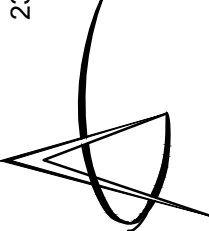
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PORTER'S CROSSING
EAGLE MOUNTAIN, UT

3RD AMENDED LAND USE PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying



CLIENT: SK HART MANAGEMENT
DWG: AMENDED EXHIBITS DWG
JOB No: 3RD AMENDMENT
DATE: 2/15/2022

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 2/15/2022

REVISIONS

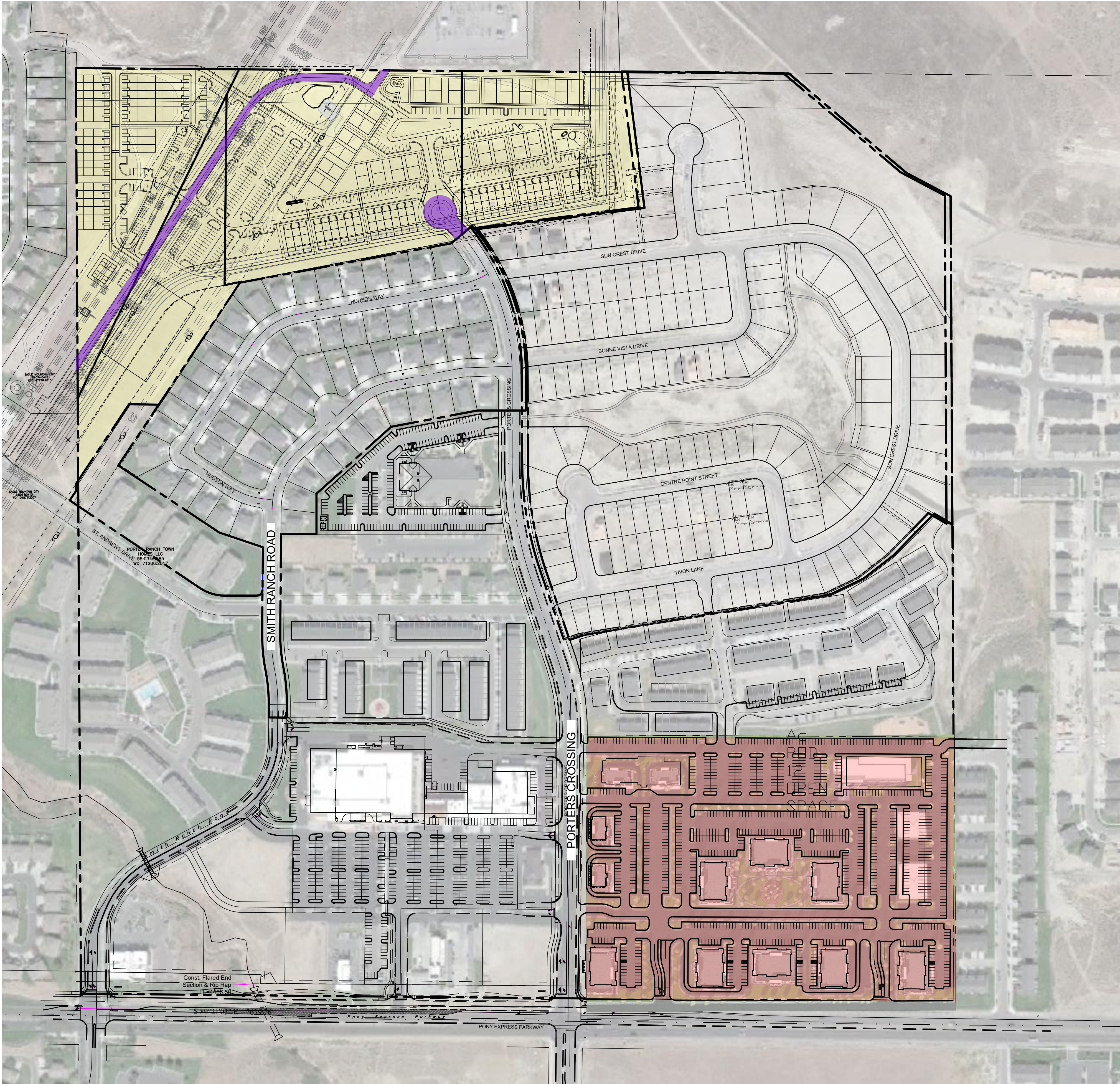
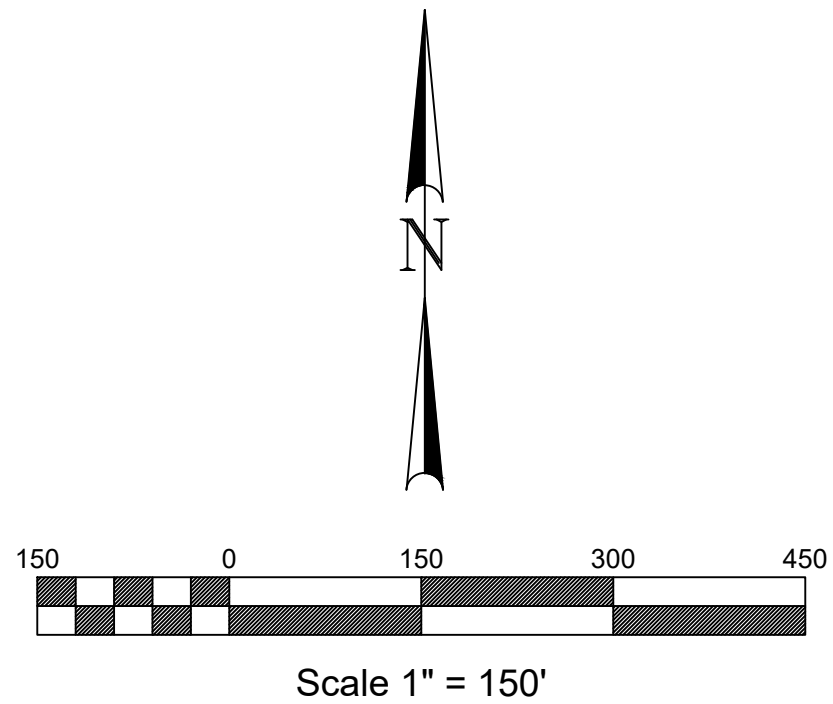
SHEET
EX-3B



3RD AMENDMENT STREET PLAN

ROAD DESIGNATIONS	
	PROPOSED ROADS

GENERAL NOTES:
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PORTER'S CROSSING
EAGLE MOUNTAIN, UT
3RD AMENDED STREET PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801-487-8040

CLIENT: SK HART MANAGEMENT
DWG: AMENDED EXHIBITS.DWG
JOB NO: 3RD AMENDMENT
SCALE: AS SHOWN
DATE: 06/30/2022

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT

REVISIONS

SHEET
EX-4B

FILENAME: O:\Pony Express Land Development\Eagle Mtn Porters Crossing Full Site\Concept Plan Application\Design\Amended Exhibits.dwg TAB: EX-5B PLOT DATE AND TIME: 7/1/2022 1:26 PM

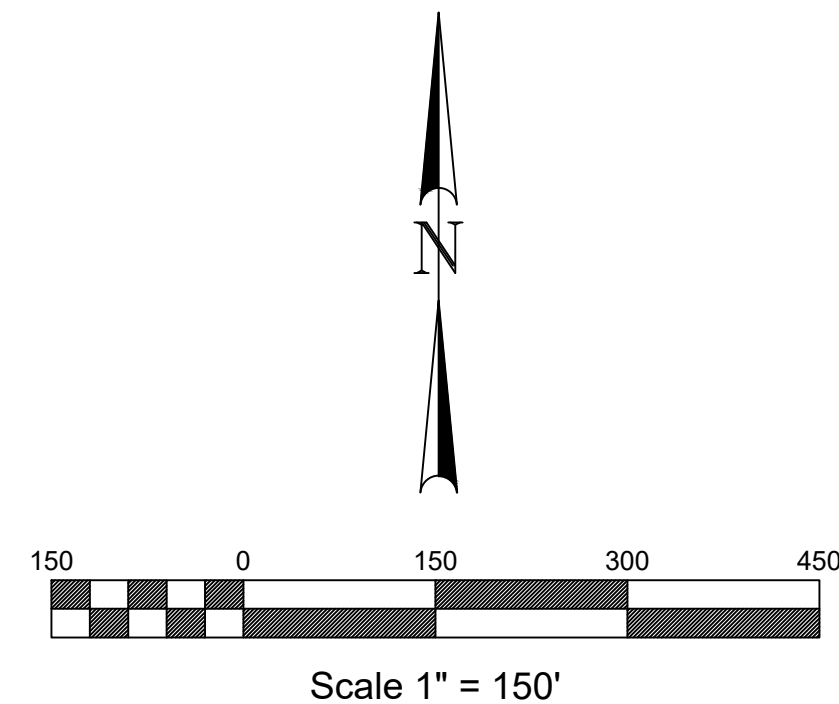


OPEN SPACE SUMMERY 3 RD AMENDMENT

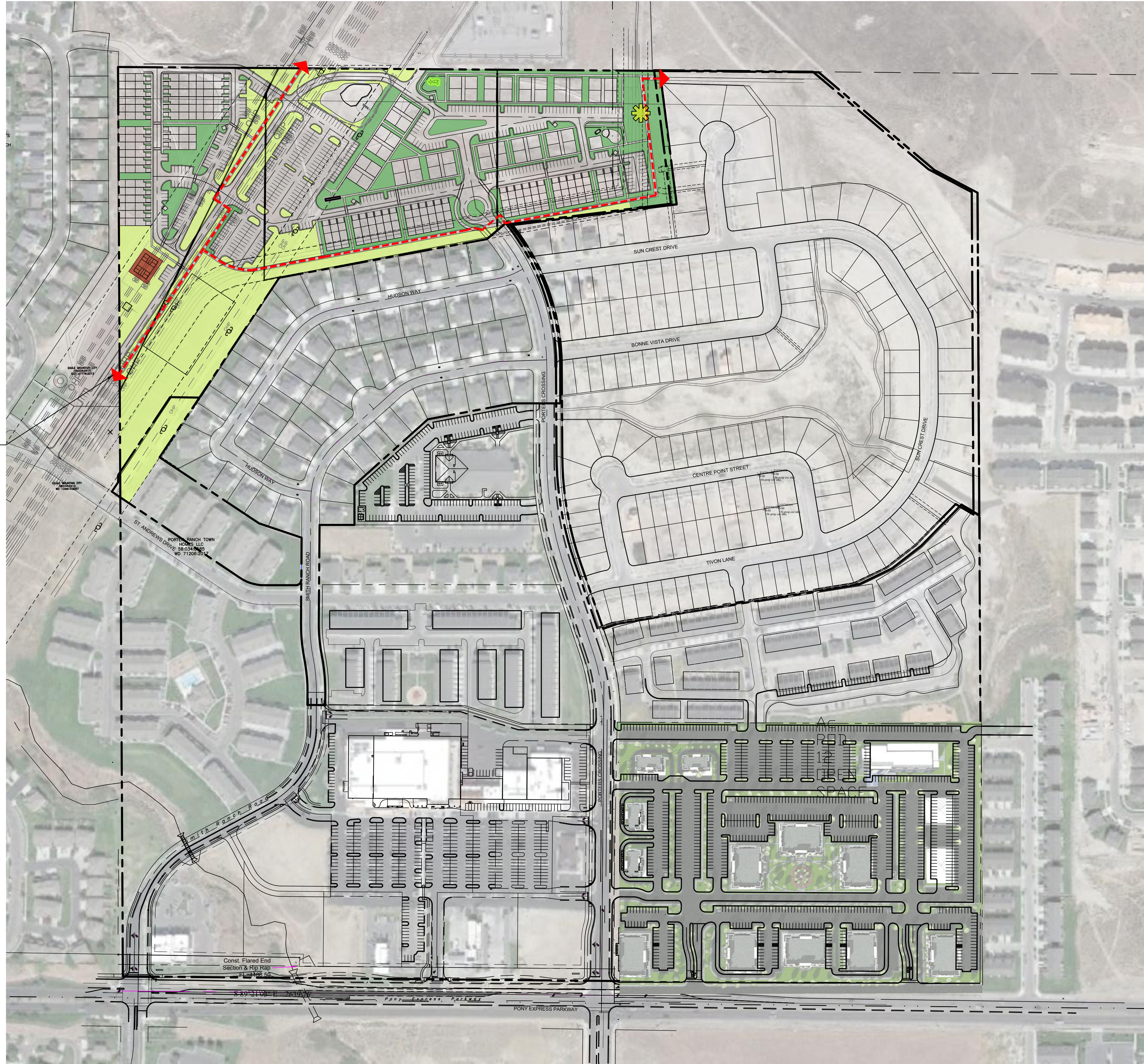
LEGEND	
	CLUB HOUSE, POOL FACILITY
	NEIGHBORHOOD PARK
	PICKLE BALL COURT
	PLAY GROUND
	MULTI-USE WALK, PATH, OR TRAIL
	IMPROVED LANDSCAPE
	NATIVE LANDSCAPE

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CONNECT TO
ST. ANDREW



PORTER'S CROSSING
EAGLE MOUNTAIN, UT
OPEN SPACE PLAN
3 RD AMENDMENT

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

CLIENT: SK HART MANAGEMENT
DWG: AMENDED EXHIBITS.DWG
JOB No: 3RD AMENDMENT
DRAWN: J. HART
CHECKED: J. HART
DATE: 06/30/2022

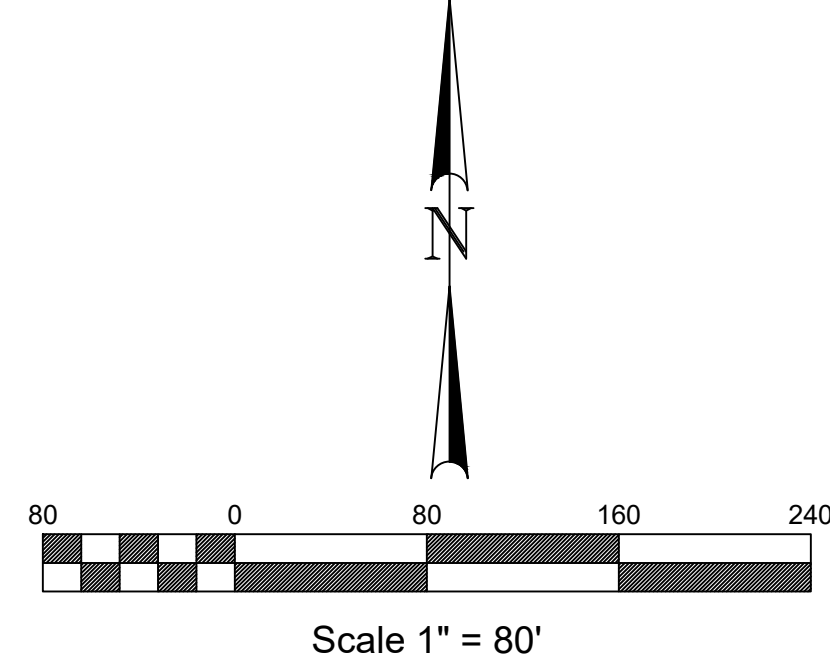
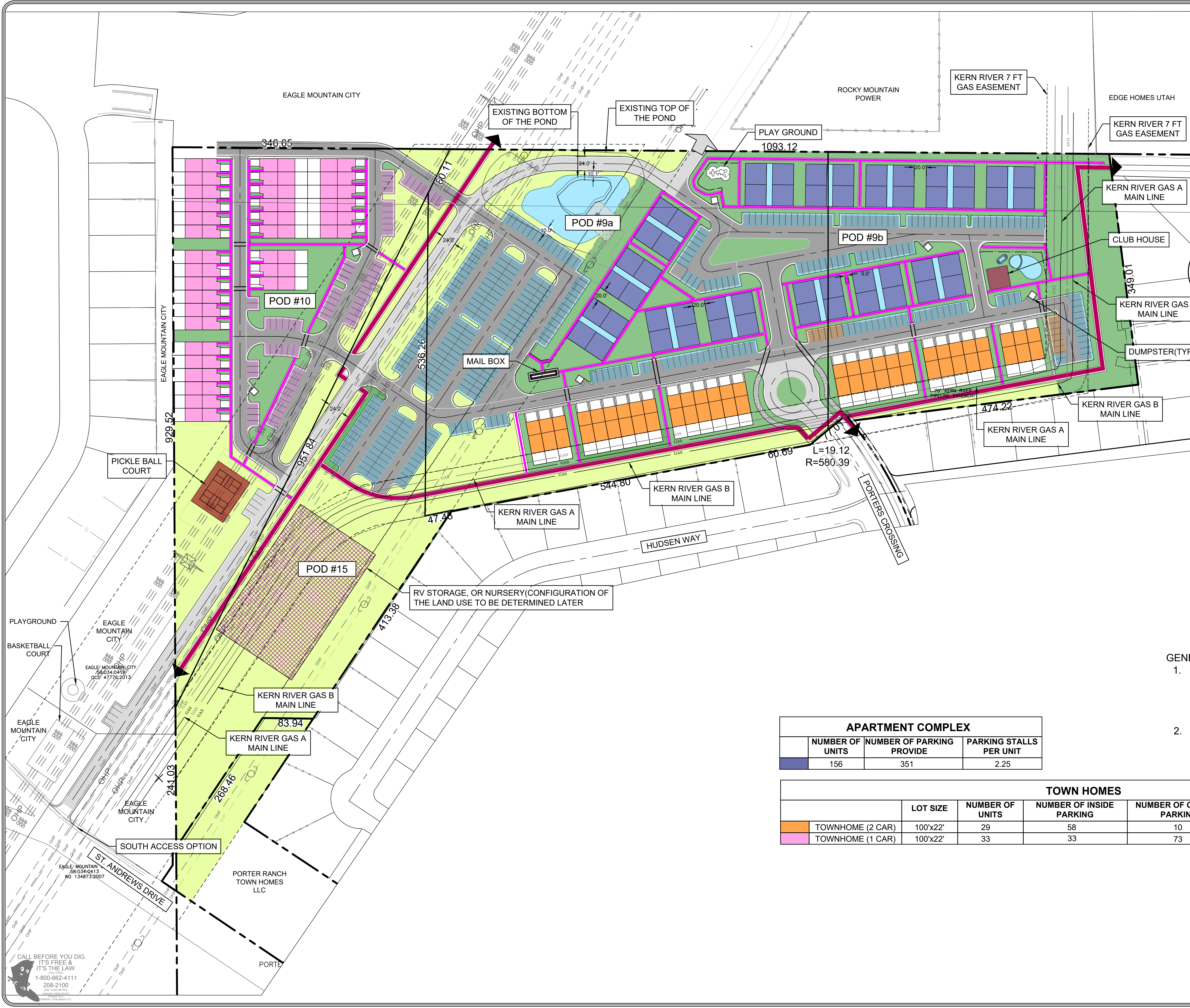
DRAWN BY: JH
DESIGN BY: KP
CHECKED BY: SNT
DATE: 06/30/2022

REVISIONS

SHEET
EX-5B

PH: 801-487-8040

FILENAME: O:\Porty Express Land Development\Eagle Mtn Porters Crossing Full Site\Concept Plan Application\Design\2022-06-30 Site Plan.dwg TAB: EX-01 PLOT DATE AND TIME: 7/1/2022 1:28 PM



LEGEND

- PROPOSED PROJECT BOUNDARY
- EASEMENT LINES
- EXISTING OVERHEAD POWER LINES
- PROPOSED LOT LINE
- 10 FT. TRAIL
- 5 FT. SIDEWALK
- PROPOSED FENCE
- PUBLIC ROAD
- PRIVATE ACCESS
- RV STORAGE, OR NURSERY (CONFIGURATION OF THE LAND USE TO BE DETERMINED LATER).
- IMPROVED LANDSCAPE
- NATURAL LANDSCAPE
- 3 STORY APARTMENTS BUILDING(12 TOTAL APARTMENTS)
- TOWN HOME 2 CAR GARAGE(ALLEY LOADED)
- TOWN HOME 1 CAR GARAGE(FRONT LOADED)

- GENERAL NOTES:
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 - NORTH ACCESS OPTION OR SOUTH ACCESS OPTION(NON BOTH)IS PROPOSED FOR THIS DEVELOPMENT.

APARTMENT COMPLEX		
NUMBER OF UNITS	NUMBER OF PARKING PROVIDE	PARKING STALLS PER UNIT
156	351	2.25

TOWN HOMES						
	LOT SIZE	NUMBER OF UNITS	NUMBER OF INSIDE PARKING	NUMBER OF OUTSIDE PARKING	TOTAL PARKING	PARKING STALLS PER UNIT
TOWNHOME (2 CAR)	100'x22'	29	58	10	68	2.3
TOWNHOME (1 CAR)	100'x22'	33	33	73	106	3.2

PORTER'S CROSSING
EAGLE MOUNTAIN, UT
NORTHWEST AREA PLAN
APARTMENTS AND TOWN HOMES

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801-487-8040

CLIENT: SK HART MANAGEMENT
DWG: 2022-06-30 SITE PLAN.DWG
JOB NO: 300 AMMENDMENT
DESIGNED BY: SNT
CHECKED BY: SNT
DATE: 2/7/2022

REVISIONS

SHEET
EX-01

ZONING SUMMARY

EXHIBIT 2A

ZONING DESIGNATIONS

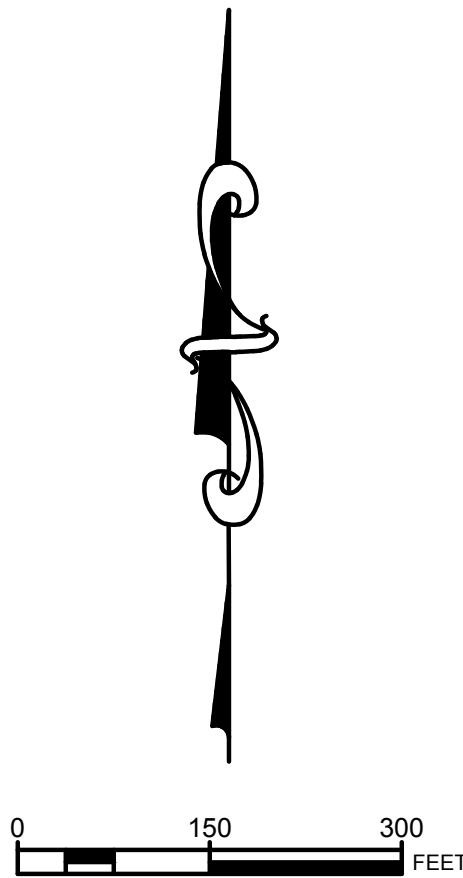
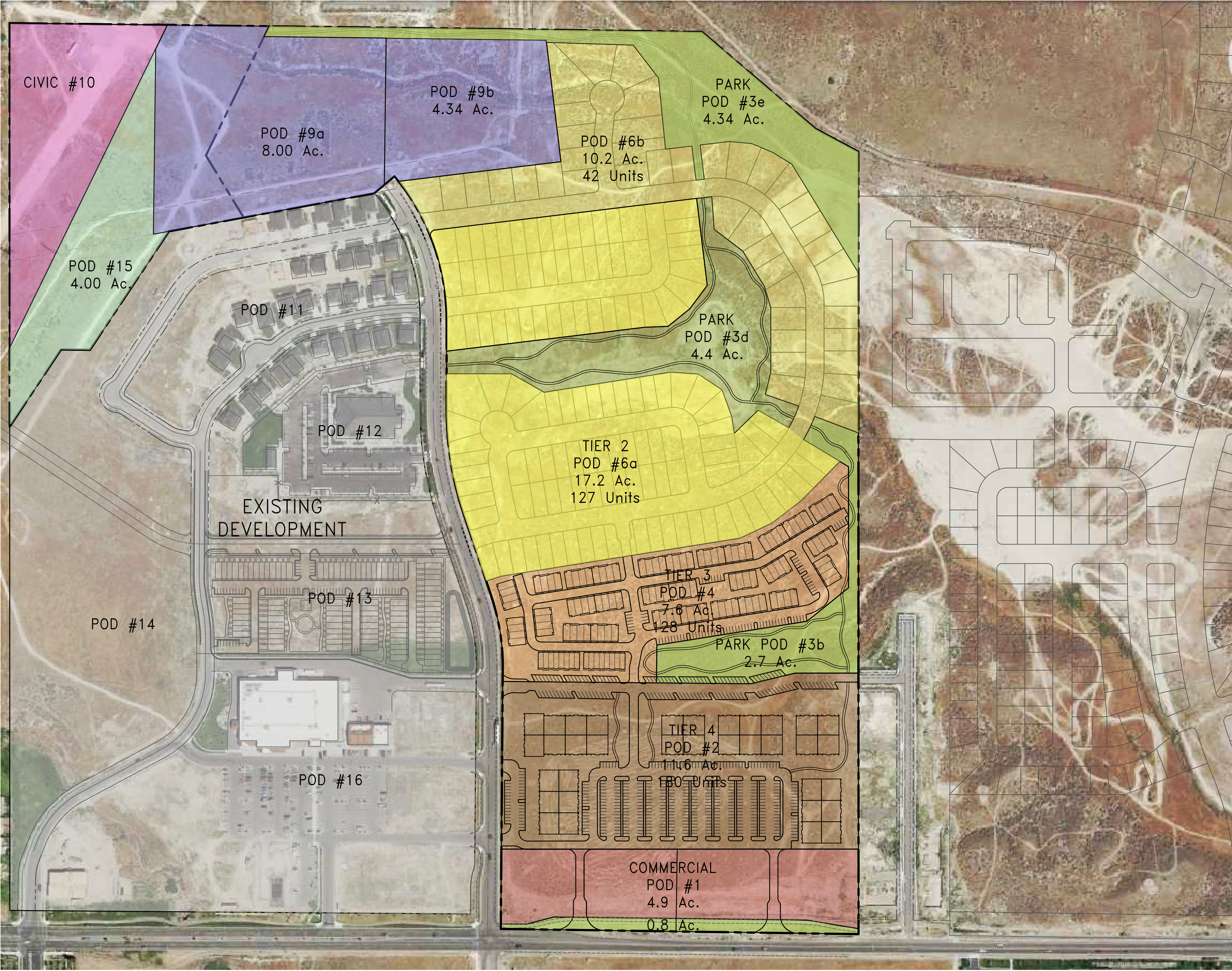
- Tier 2
- Civic
- Tier 3
- Tier 4 (Mixed-Use)
- Institutional
- Commercial
- Parks – Open Space

GENERAL NOTES:

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UNIT TOTALS SHOWN FOR EACH PARCEL MAY SURPASS ALLOWABLE PROJECT DENSITY TO ALLOW FOR ADJUSTMENT IN DESIGN.



Porter's Crossing Village Center Plan

LAND USE PLAN

EXHIBIT 3A

LAND USE SUMMARY:

Pod	Land Use Description	Acreage	Units	Density
1	Commercial	4.9		
	Retail Pads			
2	Mixed Use	11.6	180	15.5 du/ac.
	Residential above Retail			
3	Community Open Space	12.7		
	Parks			
4	Multi-Family Residential	7.6	128	16.8 du/ac.
	Attached Town Homes			
6	Single Family Residential	27.4	169	6.2 du/ac.
	Detached Single Family Homes			
9a	Institutional	12.3		
	Recreation Center, Assited Living &/or Charter School			
10	Civic Uses	5.0		
	Church Site			
11	Single Family Residential	12.3	61	5.0 du/ac.
	5,500+ s.f. Lots - Existing			
12	Civic Uses	4.0		
	Church Site - Existing			
13	Single & Multi-Family Residential	6.5	104	16.0 du/ac.
	Detached Homes & Attached Town Homes			
14	Multi-Family Residential	10.0	90	9.0 du/ac.
	Attached Town Homes - Existing			
15	Community Open Space	4.0		
	Utility Corridor Open Areas			
16	Commercial	16.9		
	Neighborhood Retail - Existing			
Total			732 Residential Units	

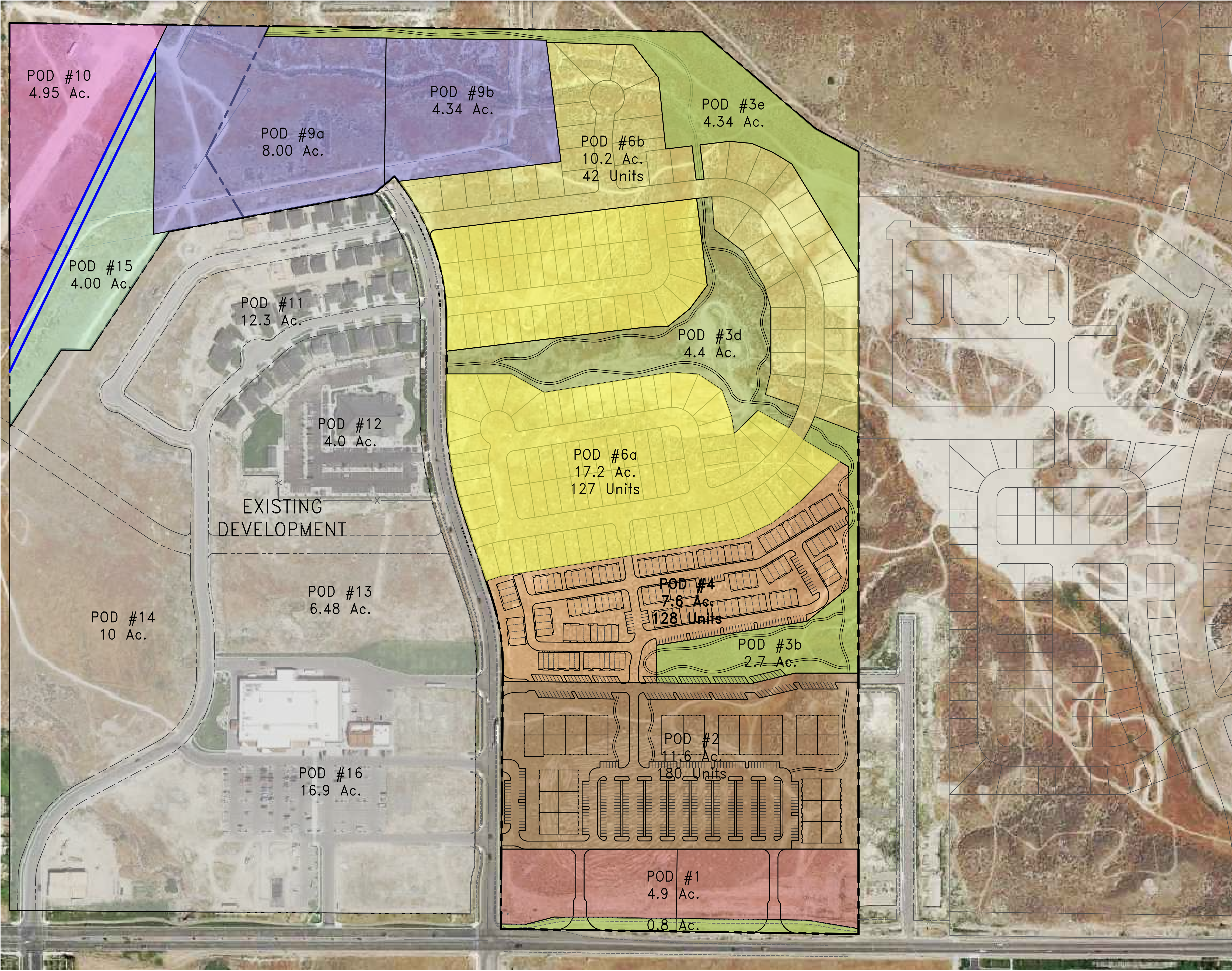
 30' Wide Trail Corridor
For Future Trail

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Porter's Crossing Village Center Plan

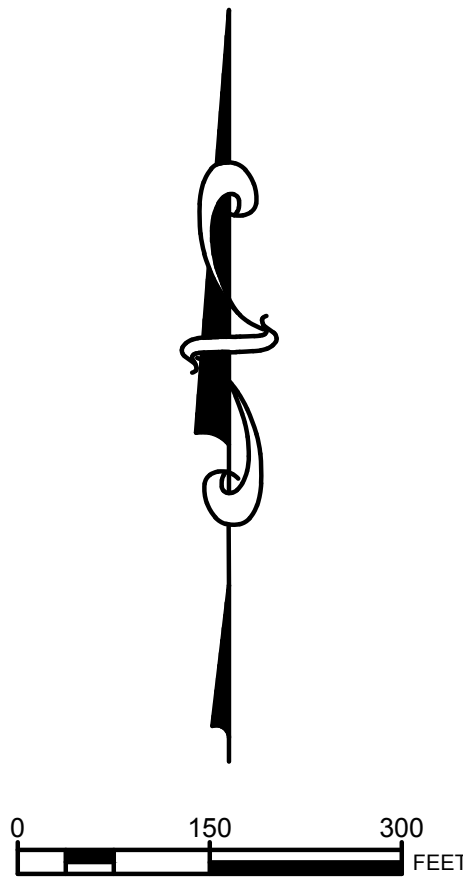
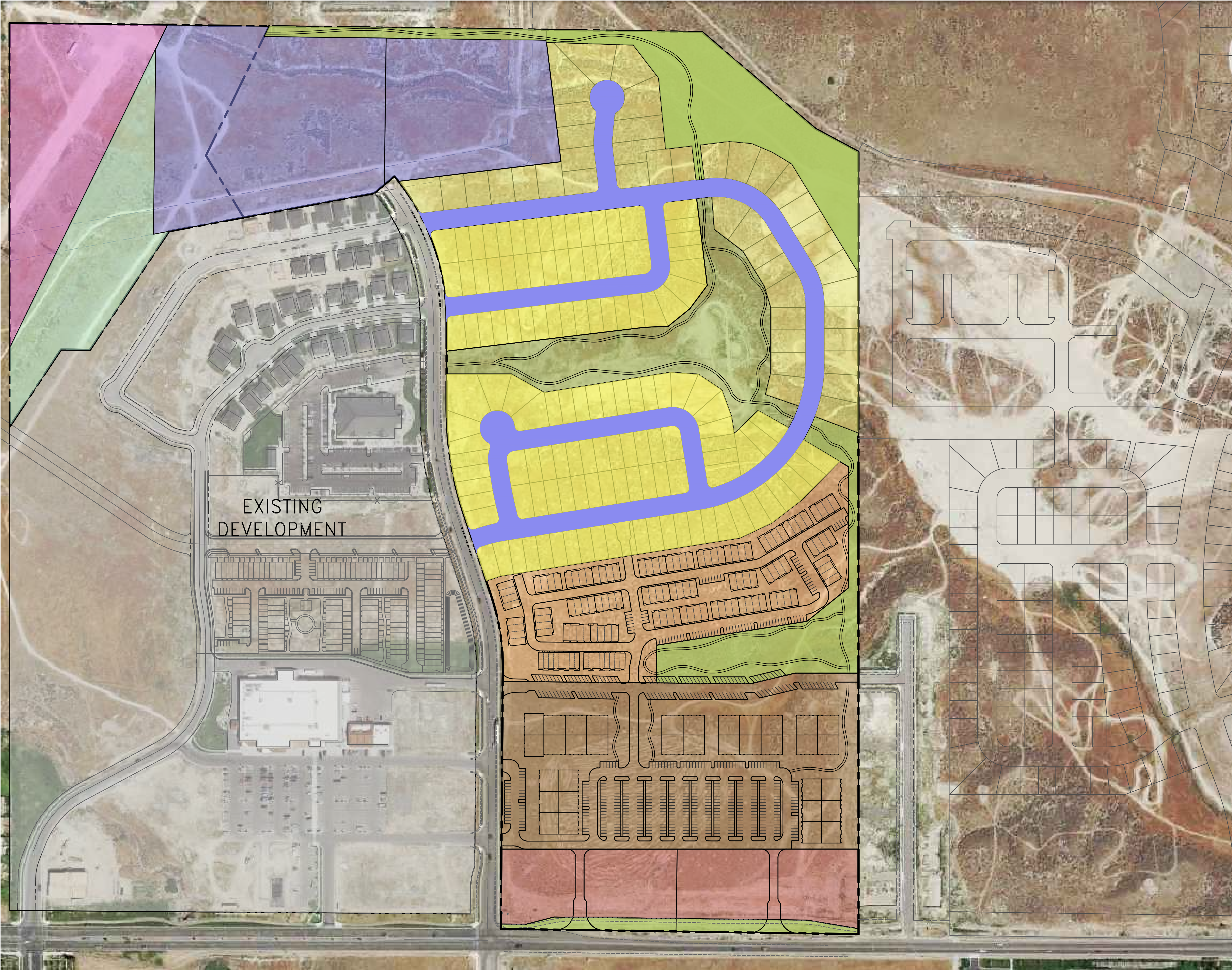


STREET PLAN
EXHIBIT 4A

ROAD DESIGNATIONS



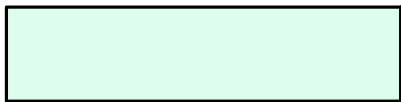
LOCAL NEIGHBORHOOD
STREET 53' ROW

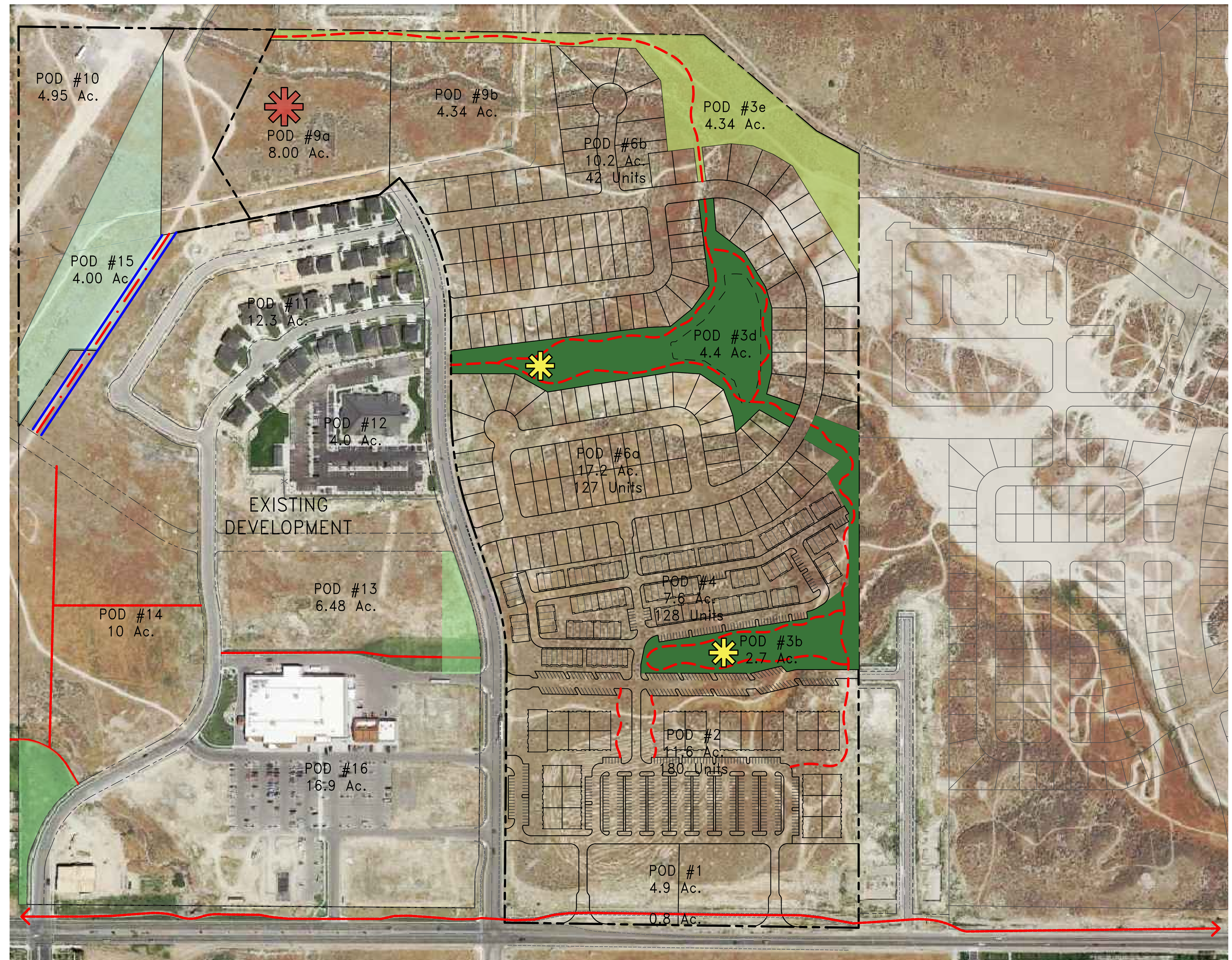


Porter's Crossing Village Center Plan

PARKS-RECREATION COMPONENTS

EXHIBIT 5A

-  Club Facility, Pool and or/spa
-  Recreational Feature
-  MULTI-USE WALK, PATH, OR TRAIL 7,038 LF
-  Future Pathway Construction (By Others) 699 LF
-  External Pathway Construction
-  Parks – Improved Open Space
-  Native Open Space
-  Open Space Within Utility Corridor
-  Previously Dedicated Open Space And Recreational Areas
-  10 Year Storm Basin Area 51,246 SF
-  30' Wide Trail Corridor For Future Trail



Porter's Crossing Village Center Plan



EAGLE MOUNTAIN Planning Commission MEETING MINUTES

June 14, 2022, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Jason Allen, Jeremy Bergener, Matthew Everett, and Christopher Pengra. Commissioner Erin Wells was excused.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Colby Curtis, Liaison to the Planning Commission.

CITY STAFF PRESENT: Steve Mumford, Assistant City Administrator/Community Development Director; David Stroud, Senior Planner; Steven Lehmitz, Planner; Jed Shum, Planner; and Lianne Pengra, Chief Deputy Recorder.

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

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

1. Discussion Items

1.A. List of Code Changes

Senior Planner David Stroud presented upcoming Municipal Code changes regarding accessory structures, architectural standards to meet State Code standards for two-unit dwellings, and streetlight spacing.

Discussion ensued regarding directives from the State legislature impacting municipalities, square footage parameters for accessory structures, and remedying contradictory Municipal Code language for streetlight spacing.

Commissioner Everett requested for staff to speak with the Fire Marshall to clarify his recommendations for standards requiring a man door on rear-loading garages.

Community Development Director Steve Mumford updated the Planning Commission on other code amendments in process as well as other staff projects including road standards, the status of the zoning map, and a comprehensive list of vested units. Garage size standards were updated to meet State Code. The City has issued a request for proposals for assistance with Municipal Code design standards for multifamily residential and commercial and to provide architectural review of projects.

1.B. Flex Homes

Bronson Tatton with Flagship Homes introduced Greg Magleby and Curt Magleby with Flex Homes, who presented information regarding flex homes products to meet a market need and the

housing crisis. Mr. Tatton stated that the flex home products will be included in an upcoming site plan application for the Harmony development.

Greg Magleby presented a flex home single-family unit and explained that the initial home has two bedrooms and one bathroom with a full-sized kitchen, dining, and living space. The classic plan finishes with five bedrooms, three bathrooms, and a detached, two-car garage. The plan addresses concrete, excavation, structural, roof, and landscaping challenges which are the most common causes for renovations to fail. An owner's suite expansion can be built over the patio and a detached, two-car garage can be added over an existing concrete slab and footings.

Curt Magleby explained that the homes are intended to promote economic growth and economic stability for native Utahns by providing flex townhomes or single-family homes between \$300,000 and \$400,000. The homes have optional accessory dwelling unit (ADU) basements that can be rented to assist with home affordability and options to meet various phases of life without the owner relocating to another home resulting in an integrated, stable community. The front of the homes remains the same during expansion and the landscaping is overseen by a homeowner's association. Flex Homes provide preferred contractors and financing for the expansions. Each unit has four, off-street parking spaces – two for the main home and two for the ADU. The two-bedroom, one-and-a-half-bathroom townhome option finishes with four bedrooms and three and a half bathrooms. They requested that the City allow for the building of the garages to be delayed, ADU entrances on the front of a home for the townhome units, impact fee segmentation in phases, standard lot size exceptions, shared driveways with zero lot lines, and parking stall rentals through the HOA. All units would have internal parking on alleyways and park space between the units.

Discussion ensued explaining the following:

- The flex homes are a new concept and they do not have any current communities with the homes;
- They desire to provide fiscally responsible home phasing;
- The intent is for the main home to be owner-occupied rather than rented units and owner-occupancy could be required with HOA or City restrictions;
- They would assist with but not require expansion of the units,
- The design of the garages would be limited to plans that match the exterior of the home and are in harmony with other garages in the community;
- They will also provide materials and directions for owners to complete the expansions;
- A second-story expansion would not be feasible with the single-family home design;
- The concrete garage slab would be built to a standard to accommodate the weight of the garage and would be elevated above natural grade; and
- The RC Zone lot size requirements provide sufficient land to accommodate the full build-out square footage of the home and garage.

Commissioner Pengra voiced appreciation for the creativity in addressing housing needs; however, he expressed concern with the additional initial expense of the excavation and foundation work that does not translate into direct value to the buyer.

Commissioner Allen agreed with the need and value of a concept that allows residents to expand their homes and remain in their neighborhoods.

Commissioner Bergener said he likes that the proposal promotes uniformity in expansion especially with current State design standard constraints. He requested a rendering of the neighborhood with fully built units.

Curt Magleby stated they hope to have the homeowners finish the build-out within five years. However, they will provide them with the information needed to complete the homes after that period.

Commissioner Everett stated that he is intrigued by the plans. He is willing to entertain a zero-lot-line for the garages and will contemplate a front entrance for the townhome ADUs and the open space proposal.

Greg Magleby clarified that they are seeking an exemption in a master development agreement for this specific unit type rather than amendments to Municipal Code standards for all product types.

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

Commissioner Everett called the policy session to order at 6:55 p.m.

2. Pledge of Allegiance

Commissioner Everett led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

None.

4. Approval of Meeting Minutes

4.A. May 10, 2022 Planning Commission Minutes

MOTION: *Commissioner Allen moved to approve the May 10, 2022 minutes. Commissioner Bergener seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>
☒ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>
☒ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>
☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☒ <i>Erin Wells</i>

The motion passed with a unanimous vote.

5. Status Report

This item was discussed after item 6.B.

Mr. Mumford informed the Planning Commission of the discussions and action items the City Council reviewed at the June 7, 2022 meeting.

6. Action and Advisory Items

6.A. ACTION ITEM - Proposed Amendments to Title 17.15.030 creating an Alternate Member of the Planning Commission

Mr. Mumford presented the draft code. Councilmember Wright consulted with Mayor Westmoreland and worked with the City Attorney to draft the proposed amendment. Only three out of the last nine meetings had all five Commission members in attendance.

Utah Code 10-9a-301 requires each municipality to enact an ordinance establishing a planning commission. It must define:

- Number and terms of members and, if the municipality chooses, alternate members
- Mode of appointment
- Procedures for filling vacancies and removal from office
- Authority of the Planning Commission
- Rules of Order and Procedure for use of the Planning Commission in a public meeting
- Other details relating to the organization and procedures of the Planning Commission

Mr. Mumford reviewed the proposed language changes to EMMC 17.15.30.

Commissioner Bergener verified with staff that the recommendation in EMMC 17.15.30(G) was to lowercase “members” rather than remove the word from the sentence.

Commissioner Everett suggested allowing alternate Planning Commission members to vote if a regular member has recused themselves from an agenda item.

Commissioner Allen stated that the intended purpose appears to be to have additional review of the items and to train future Commissioners. He researched standards and practices of other cities and some have a seven-member Planning Commission and term lengths for the alternate members.

Commissioner Pengra said although he understands the concept of what the amendment is attempting to prevent, he feels the changes do not solve a current problem due to the ability for amendments to move forward without a majority consensus when necessary. He expressed concern with the amendment over complicating the dynamic with the City Council due to the political realities of appointing Planning Commissioners.

Discussion ensued regarding the training requirements to serve as a voting alternate, the additional expenses incurred by the City for hours served on the Commission and other resources, and concerns with the investment level of alternates.

Commissioner Bergener said he has no objections to the wording or the premise of the amendment; however, he has apprehension about unanticipated issues and complications.

Commissioner Everett explained the history of challenges in the past, such as untrained Commissioner and Commissioners missing meetings, that resulted in the suggestion for alternates. Alternates place the Commission in a stronger position and create a pool of new members to be appointed to fill vacancies at the end of a term or to replace a Commissioner resigning for personal reasons. During his time serving, meetings needed to be canceled due to the lack of a quorum. Even though virtual attendance is now available, it is not ideal. He feels that a five-member Commission with one alternate is what would be appropriate for the City at this time. He concurs with setting a term limit for alternates.

Commissioner Pengra stated that although he agrees with the premise of not embarrassing a potential Planning Commissioner with a negative vote by the Council on the appointment, he does not feel it needs to be legislated as it adds more steps in perpetuity to an already complicated process. Submitting names for advice and consent of the Council is one of the primary roles and responsibilities of the Mayor in a position without much actual power or authority.

Discussion ensued regarding concerns that appointing alternated Planning Commissioners could increase result in existing members not seeking reappointment, stepping down during their terms, or attending fewer meetings.

MOTION: *Commissioner Everett moved to recommend approval to the City Council of the amendment to Eagle Mountain Municipal Code Section 17.15.030, Planning Commission Organization with the following changes:*

- 1. Section B – "The alternate member is encouraged to attend all meetings and can fully participate in all meeting discussions, but the alternate member shall only vote if a regular member is not in attendance or has recused themselves from an agenda item;"*
- 2. Section C – "The alternate member shall serve for a term of three years or until appointed as a regular member of the planning commission or removed in accordance with subsection G;" and*
- 3. Section G – "Planning Commission members may also be removed for cause by the city council after a hearing before the city council, if such a hearing is requested by the member, at which the city council shall vote on removal of the planning commission member."*

Commissioner Allen seconded the motion.

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>
☒ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>
☐ <i>Chris Pengra</i>	☒ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>
☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☒ <i>Erin Wells</i>

The motion carried with a vote of 3:1.

6.B. ACTION ITEM – Triumph Subdivision Master Development Agreement

Mr. Mumford presented the item. The Triumph Master Development Plan and Preliminary Plat were approved on January 18, 2022 and zoned as Foothill Residential (FR). He reviewed the layout, parks and open space plan, road and traffic, expiration, benchmarks, and infrastructure upsizing terms in the master development agreement (MDA).

Applicant Scot Hazard confirmed that the lot sizes were adjusted to meet the half-acre average lot size requirement. He purchased the existing home in the project and incorporated the house and the lot into the new development.

MOTION: *Commissioner Bergener moved to recommend approval to the City Council of the Triumph Subdivision Master Development Agreement. Commissioner Allen seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>
☒ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>
☒ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>
☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☒ <i>Erin Wells</i>

The motion passed with a unanimous vote.

7. Discussion Items

None.

8. Next scheduled meeting

The next Planning Commission meeting is scheduled for July 12, 2022.

9. Adjournment

MOTION: *Commissioner Allen moved to adjourn the meeting at 7:55 p.m. Commissioner Bergener seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>
☒ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>
☒ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>

☐ *Erin Wells*

☐ *Erin Wells*

☐ *Erin Wells*

☒ *Erin Wells*

The motion passed with a unanimous vote.

The meeting was adjourned at 7:55 p.m.

Approved by the Planning Commission on July 12, 2022.

Steve Mumford, AICP
Assistant City Administrator/Community Development Director

DRAFT



EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 12, 2022

TITLE: ACTION ITEM/PUBLIC HEARING - Eagle Mountain Municipal Code Regarding Water Efficient Landscape Standards

ITEM TYPE: Development Code Amendment

APPLICANT: Evan Berrett - Assistant to the City Administrator

ACTION ITEM:

Yes

PUBLIC HEARING:

Yes

PREPARED BY:

Evan Berrett, Admin

BACKGROUND:

Utah has been in a state of severe drought for the past two years, straining water resources. When the state is not in a drought period, water resources will still be strained due to limited sourcing and high growth. The Cedar Valley does not provide annual runoff or surface water sources. Underground aquifers provide reliable sources of water, if they are able to adequately replenish over time. Eagle Mountain is also at risk of enhanced water restrictions due to Utah's "Doctrine of Prior Appropriation" which essentially means that those of earlier and consistent water acquisition has rights to water before those who acquire rights to water later.

Eagle Mountain City is projected to continue to grow substantially over the next 40 years, potentially tripling in that time. A recently completed wastewater re-use study conducted by Barr Engineering showed that if all re-use strategies are implemented, Eagle Mountain would still be unable to meet the water demand 40 years from now. Therefore, the City must consider other means of reducing water depletion to enhance overall water supply.

Currently, every single-family residential lot is allocated 0.9 acre/feet of water. The typical Eagle Mountain resident fills their lot primarily with turf grass. Given Eagle Mountain's abnormally high median household size of over 4.3 persons per household, having plenty of turf space is expected. A recently completed analysis of water use behaviors in Eagle Mountain by Utah State University showed that the actual average water use equated to about 0.65 acre/feet of water per year. The analysis also showed that despite using less water than allocated, residents are applying twice as much water as needed on their lawns. Several agencies, universities, and other reliable sources have identified irrigation of turf grass as the largest use of water and the biggest opportunity for reducing overall water depletion.

Several agencies now provide rebate programs to encourage homeowners to examine their front and side yards as opportunities to eliminate turf grass. The general reasoning for this is that front and side yards are commonly landscaped with turf grass and yet rarely used for activities, only for aesthetics. Eagle Mountain City residents are currently eligible to use rebates from the Central Utah Water Conservancy District (CUWCD) for making changes to their park strips or front and side yards. Residents will lose access to these rebates at the end of 2022 if Eagle Mountain City does not enhance its landscaping solutions.

Many residents have expressed through social media and other communications channels an interest in removing their lawns in favor of landscape that is easier to manage and uses less water. Several properties can be seen throughout Eagle Mountain who have either already undergone conversions or are in the process. These conversions are seen at properties both large and small but have mixed results. In some cases, conversions were made that included introducing materials or using methods that violate existing Eagle Mountain city code. Other conversions were successful to begin with but either made some errors that affect the overall effect or did not adequately design and install a landscape that would reduce the maintenance and have consequently seen massive growth of weeds or other issues.

Residents who have made conversions to their landscapes did so before the landscaping was put in, or only when they had the sufficient money on hand to make it possible. Despite the available rebates, a complete Localscapes conversion of the front and side yards can still cost the average family \$1,500 - \$2,000 based on analysis done on current Eagle Mountain properties.

Home builders and developers have expressed interest in and started making changes towards more water efficient landscapes. Again, the results have been inconsistent, often only partially successful, and at times actually creating greater inefficiency. Developers have also expressed concerns with the increased costs of landscaping enhancements. It is simply cheaper to install turf grass rather than localscape or xeriscape landscaping. Eagle Mountain City staff have determined that opportunity exists to reduce the water rights allocations per lot to reduce costs to developers.

Furthermore, although residential irrigation is a significant majority of the water use in the city, Eagle Mountain residents have repeatedly felt some

contradiction or hypocrisy in messaging due to commercial, institutional, or other property types having grass in areas that are unnecessary. The City of Las Vegas, Nevada recently enacted a ban of non-functional turf, or in other words, turf that serves no other purpose than to add to aesthetics of a property. Eagle Mountain City has non-functional turf in many neighborhoods, commercial developments, on city property, and so forth.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

RECOMMENDATION:

The Central Utah Water Conservancy District in conjunction with the Jordan Valley Water Conservancy District has developed and distributed a recommended draft water efficiency standard for cities to adopt. This standard primarily impacts front and side yard water efficiency measures in new home construction projects. Locascapes, the practice of using highly water efficient and functional landscape designs comprised of native vegetation is the focus of the standard. Several cities including Herriman, South Jordan, Bluffdale, and Salt Lake City have already adopted this standard and in some cases word for word.

Eagle Mountain City staff reviewed the draft standard and found that while everything would indeed promote the ideal use of front yard and side yard spaces while maximizing water efficiency, there were some aspects that would be too burdensome to enforce, are unnecessarily specific or prohibitive, and also lacked some needed direction in other areas of concern. Consequently, Eagle Mountain City staff made several modifications to the draft standard and those modifications are seen in the draft code being shared with you.

Indoor Fixture Requirements: The standard requires water sense labelled plumbing fixtures in new homes. This requirement will result in no change for most builders as many are already installing Water Sense labelled fixtures.

Smart Irrigation Controller: All new homes will need to have a smart

irrigation controller installed. Again, most new homes are already being outfitted with these controllers already.

Prohibition of Non-Functional Turf: Similar to Las Vegas, NV, non-functional turf would be prohibited. Staff and City Council will need to expand on current efforts to reduce non-functional turf during plat and site plan reviews.

Grass in Park Strips and on Slopes: Grass would be prohibited in park strips and on slopes greater than 25%. Park strips would still be required to have some plants, trees, etc. Lawns are also to be free of obstructions. For example, trees should not be planted in the middle of a grass area due to that tree either leading to obstruction of irrigation or adapting with over-irrigation to compensate.

Limit of Grass in Front & Side Yards: Front and side yards would be limited to 35% of the total landscaped area. Properties that have back yards that are half the size of the combined square footage of the front and side yards or smaller would be permitted to have 50% of the front or side yards be lawn with the expectation that their front or side yards are providing activity areas that the back yard might not be able to.

Irrigation Design: Irrigation must be appropriate for the type of landscape, irrigation types will be on separate valves, and so forth. This is an element that city staff are working to expand our capability to monitor.

50% Plant Cover and use of Mulch: Per Localscape design principles, we are not aiming for zeroscape wherein residents would be simply converting to a sheet of gravel that could lead to weed management issues and potentially negative impacts on property values. 50% plant cover promotes the use of other mulches that, when properly installed, keep properties weed free and add a positive impact to the neighborhood.

Commercial and other Properties: Lawn space limited to 20% of the total landscaped area.

Eagle Mountain's draft code strips away much of the Locascapes requirements from the CUWCD provided standard. These requirements, while positive, would be overly burdensome to residents and limit their use and design of their landscapes too much. The draft code also modifies some of the standard to apply to the entire property when logical. Additionally, Eagle Mountain would be unique in Utah by prohibiting non-functional turf, and making exceptions for properties that are designed with smaller back yards.

City staff believes that this draft code would be an effective way to reduce the overall water demand from new residential properties over the next 40 years. Enforcement apparatuses are being explored and we hope to assist residents any way possible to ensure they are successful with conversions. We also anticipate builders being satisfied with a potential reduction in the water rights allocation per property. Given the current water use data of properties, and the reduced water use these standards would promote, we believe that we can reduce the water rights allocation per property from 0.9 acre/feet to 0.75 acre/feet, saving developers about \$2,700 per property. Those savings more than makeup the cost of installing landscapes that meet this standard instead of using turf grass throughout.

ATTACHMENTS:

[07122022_WaterEfficientLandscapeStandards](#)



EAGLE MOUNTAIN CITY

STAFF REPORT

JULY 12TH, 2022

Project: An Ordinance of Eagle Mountain City, Utah, Approving Eagle Mountain Municipal Code Regarding Water Efficient Landscape Standards

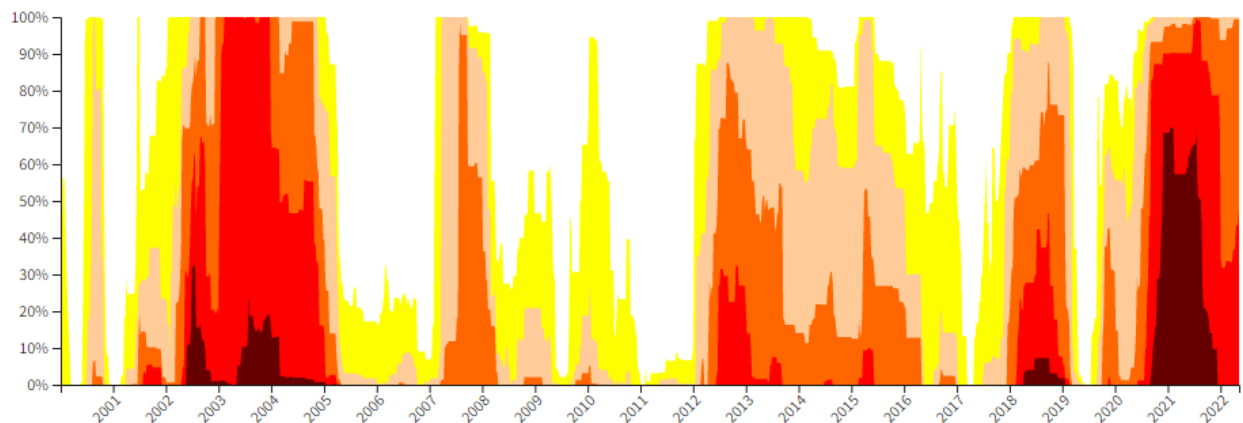
Applicant: Evan Berrett – Assistant to the City Administrator

Request: Approval of Draft Code

Type of Action: Action Item

Background

Utah has been in a state of severe drought for the past two years, straining water resources. When the state is not in a drought period, water resources will still be strained due to limited sourcing and high growth. The Cedar Valley does not provide annual runoff or surface water sources. Underground aquifers provide reliable sources of water, if they are able to adequately replenish over time. Eagle Mountain is also at risk of enhanced water restrictions due to Utah's "Doctrine of Prior Appropriation" which essentially means that those of earlier and consistent water acquisition has rights to water before those who acquire rights to water later.



Eagle Mountain City is projected to continue to grow substantially over the next 40 years, potentially tripling in that time. A recently completed wastewater re-use study conducted by Barr Engineering showed that if all re-use strategies are implemented, Eagle Mountain would still be unable to meet the water demand 40 years from now. Therefore, the City must consider other means of reducing water depletion to enhance overall water supply.

Currently, every single-family residential lot is allocated 0.9 acre/feet of water. The typical Eagle Mountain resident fills their lot primarily with turf grass. Given Eagle Mountain's abnormally high median household size of over 4.3 persons per household, having plenty of turf space is expected. A recently completed analysis of water use behaviors in Eagle Mountain by Utah State University showed that the actual average water use equated to about 0.65 acre/feet of water per year. The analysis also showed that despite using less water than allocated, residents are applying twice as much water as needed

on their lawns. Several agencies, universities, and other reliable sources have identified irrigation of turf grass as the largest use of water and the biggest opportunity for reducing overall water depletion.

Several agencies now provide rebate programs to encourage homeowners to examine their front and side yards as opportunities to eliminate turf grass. The general reasoning for this is that front and side yards are commonly landscaped with turf grass and yet rarely used for activities, only for aesthetics. Eagle Mountain City residents are currently eligible to use rebates from the Central Utah Water Conservancy District (CUWCD) for making changes to their park strips or front and side yards. Residents will lose access to these rebates at the end of 2022 if Eagle Mountain City does not enhance its landscaping solutions.

Many residents have expressed through social media and other communications channels an interest in removing their lawns in favor of landscape that is easier to manage and uses less water. Several properties can be seen throughout Eagle Mountain who have either already undergone conversions or are in the process. These conversions are seen at properties both large and small but have mixed results. In some cases, conversions were made that included introducing materials or using methods that violate existing Eagle Mountain city code. Other conversions were successful to begin with but either made some errors that affect the overall effect or did not adequately design and install a landscape that would reduce the maintenance and have consequently seen massive growth of weeds or other issues.

Residents who have made conversions to their landscapes did so before the landscaping was put in, or only when they had the sufficient money on hand to make it possible. Despite the available rebates, a complete Locascapes conversion of the front and side yards can still cost the average family \$1,500 - \$2,000 based on analysis done on current Eagle Mountain properties.

Home builders and developers have expressed interest in and started making changes towards more water efficient landscapes. Again, the results have been inconsistent, often only partially successful, and at times actually creating greater inefficiency. Developers have also expressed concerns with the increased costs of landscaping enhancements. It is simply cheaper to install turf grass rather than localscape or xeriscape landscaping. Eagle Mountain City staff have determined that opportunity exists to reduce the water rights allocations per lot to reduce costs to developers.

Furthermore, although residential irrigation is a significant majority of the water use in the city, Eagle Mountain residents have repeatedly felt some contradiction or hypocrisy in messaging due to commercial, institutional, or other property types having grass in areas that are unnecessary. The City of Las Vegas, Nevada recently enacted a ban of non-functional turf, or in other words, turf that serves no other purpose than to add to aesthetics of a property. Eagle Mountain City has non-functional turf in many neighborhoods, commercial developments, on city property, and so forth.

Recommendation

The Central Utah Water Conservancy District in conjunction with the Jordan Valley Water Conservancy District has developed and distributed a recommended draft water efficiency standard for cities to adopt. This standard primarily impacts front and side yard water efficiency measures in new home construction projects. Locascapes, the practice of using highly water efficient and functional landscape designs comprised of native vegetation is the focus of the standard. Several cities including Herriman, South Jordan, Bluffdale, and Salt Lake City have already adopted this standard and in some cases word for word.

Eagle Mountain City staff reviewed the draft standard and found that while everything would indeed promote the ideal use of front yard and side yard spaces while maximizing water efficiency, there were some aspects that would be too burdensome to enforce, are unnecessarily specific or prohibitive, and also lacked some needed direction in other areas of concern. Consequently, Eagle Mountain City staff made

several modifications to the draft standard and those modifications are seen in the draft code being shared with you.

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Grass in Park Strips and on Slopes: Grass would be prohibited in park strips and on slopes greater than 25%. Park strips would still be required to have some plants, trees, etc. Lawns are also to be free of obstructions. For example, trees should not be planted in the middle of a grass area due to that tree either leading to obstruction of irrigation or adapting with over-irrigation to compensate.

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Irrigation Design: Irrigation must be appropriate for the type of landscape, irrigation types will be on separate valves, and so forth. This is an element that city staff are working to expand our capability to monitor.

50% Plant Cover and use of Mulch: Per Localscape design principles, we are not aiming for zeroscape wherein residents would be simply converting to a sheet of gravel that could lead to weed management issues and potentially negative impacts on property values. 50% plant cover promotes the use of other mulches that, when properly installed, keep properties weed free and add a positive impact to the neighborhood.

Commercial and other Properties: Lawn space limited to 20% of the total landscaped area.

Eagle Mountain's draft code strips away much of the Localscapes requirements from the CUWCD provided standard. These requirements, while positive, would be overly burdensome to residents and limit their use and design of their landscapes too much. The draft code also modifies some of the standard to apply to the entire property when logical. Additionally, Eagle Mountain would be unique in Utah by prohibiting non-functional turf, and making exceptions for properties that are designed with smaller back yards.

City staff believes that this draft code would be an effective way to reduce the overall water demand from new residential properties over the next 40 years. Enforcement apparatuses are being explored and we hope to assist residents any way possible to ensure they are successful with conversions. We also anticipate builders being satisfied with a potential reduction in the water rights allocation per property. Given the current water use data of properties, and the reduced water use these standards would promote, we believe that we can reduce the water rights allocation per property from 0.9 acre/feet to 0.75 acre/feet, saving developers about \$2,700 per property. Those savings more than makeup the cost of installing landscapes that meet this standard instead of using turf grass throughout.

Conclusion

The City's rapid growth and limited water supply creates an environment wherein water efficient landscaping standards are a reasonable expectation. Eagle Mountain City staff have worked hard to consider all the implications and benefits of this draft code and believe it is the right path forward at this time.

Comments from City Council Discussion on June 7, 2022

- Concern about not being overly restrictive, resulting in encounters like the recent issue that occurred in Lehi: <https://www.ksl.com/article/50412723/lehi-man-ordered-to-rip-out-his-new-xeriscape-landscaping-by-his-hoa>. No desire to restrain style or be otherwise overbearing.
- Desire to potentially limit size of rocks to reduce likelihood of children throwing rocks and causing damage to property.
- Request to consider landscape fabric weed barriers.
 - Information from the Conservation Garden Park and Localscapes program was sent to City Council to explain why such a requirement was not included.

Additional Recommended Code Changes Required to Avoid Conflict or Duplication

17.60.090 Required landscaping

A. Portions of property that are not developed with structures, rights-of-way, driveways, and parking areas shall be required to be landscaped in all zones (except in the RA1, RA2, RD1, RD2, and FR zones and the agriculture areas). Commercial, industrial, and multifamily dwellings shall adhere to the minimum landscaping standards contained in Table 17.60.170(a), Required Landscape Improvements for Multifamily. The planning commission shall have authority to waive these standards as circumstances dictate.

B. Water-Wise Landscaping Standards. The following are the minimum standards for water-wise landscaping for any park strip, median, or landscaped area located within a public right-of-way, a commercial, or industrial development:

~~1. At least 50 percent of the required landscape area shall be live vegetation.~~

~~2. Live vegetation shall be distributed throughout the landscape area, and shall not be segregated.~~

3. Bark, lawn clippings, chipped wood, and similar loose materials are not permitted.

4. Decorative rock material shall be a minimum of one-inch aggregate, and shall be at least three inches deep and be placed completely on top of a weed fabric barrier that allows the permeation of water. Rock materials shall not exceed the height of the sidewalk/trail or the top back of curb, when placed along a public right-of-way.

5. White quartz rock, lava rock, and gravel, or any other material that approximates the color of concrete, are not permitted.

~~6. All water wise landscaped areas shall be improved with a drip irrigation system.~~

7. Any individual, corporation, or other entity that uses water-wise landscaping in an area within a public right-of-way shall be responsible for any damage caused by rocks or other materials that migrate onto a sidewalk, trail, street, storm drain, or other public facility, regardless of how such migration occurs. [Ord. O-36-2020 § 2 (Exh. A); Ord. O-08-2016 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.9); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.9)].

17.60.070 Planting standards.

The planting standards are the minimum size of landscaping that the city will accept towards meeting the landscaping required in this chapter. The planning commission and city council shall use the planting standards in evaluation of any landscaping plan. The following are planting standards for required landscaping that shall be followed for all new development:

A. Trees. Deciduous trees shall have a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Evergreen trees shall have a minimum size of six feet in height. The applicant may elect to use either deciduous or evergreen trees to meet this requirement.

B. Ornamental Trees. All ornamental trees shall have a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line.

C. Shrubs. All shrubs shall be a minimum of one-gallon containerized stock planted that will attain a height of at least two feet.

~~D. Turf. No landscaping shall be composed of more than 70 percent in turf.~~

E. Drought-Tolerant Plants. Fifty percent of all tree and shrub species shall be required to be drought-tolerant.

F. Weed Barrier. Planting beds are required to have a weed barrier with mulched wood chips, rocks, or other similar treatment. [Ord. O-05-2008 § 2 (Exh. A § 12.7); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.7)].

17.60.110 Required buffer widths and improvements.

Table 17.60.170(b), Required Buffer Widths and Improvements, defines the presumptive standards for minimum required buffer widths and improvements for adjacent land uses. Where the combination of land uses is not found in the table, the planning director shall make a recommendation to the planning commission. The planning commission shall then determine an appropriate buffering requirement. The planning commission may also approve alternative buffering requirements that may be more or less restrictive than the standards contained in the table when the planning commission determines that the alternative standard eliminates nuisance concerns. Required buffers may be crossed by driveways, utility lines, sidewalks, and trails. Permitted freestanding signs may be based in required buffers. Outdoor sales, displays, or storage shall not be permitted within a required buffer. The required buffer areas are required to be landscaped ~~with turf grasses~~, live ground cover, or an approved xeriscaping that meets the following requirements:

Water Efficient Landscaping Standards

Purpose

The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping.

Applicability

The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The Outdoor Landscaping Standards shall also be required for new landscaping construction installed by homeowners.

Indoor Fixture Requirements

All new and future construction and future additions, remodels, or refurbishments shall install plumbing fixtures that have the Water Sense label including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local districts to require these fixtures.

Outdoor Landscaping Standards

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects and two-family dwellings shall comply with the landscaping standards below:

Definitions

- A. Active Recreation Areas: Areas of the landscape dedicated to active recreation where Lawn may be used as the playing surface (ex. sports fields and play areas).
- B. Front Yard: A yard extending across the full width of the lot, the depth of which is the shortest distance between the main building and the front lot line. See Appendix A.
- C. Hardscape: Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
- D. Lawn: Ground that is covered with grass or turf that is regularly mowed.
- E. Mulch: Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.
- F. Nonfunctional Turf: An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.
- G. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.
- H. Paths: Designed routes between landscape areas and features.
- I. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
- J. Rear Yard: a yard extending across the full width of the lot and more or less opposite to the front lot line. The depth of the rear yard is the shortest distance between the rear of the main building and the rear lot line. See Appendix A.
- K. Side Yard: a yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. On corner lots, the side yard adjacent to a street shall extend

from the front yard setback to the rear lot line. The width of the required side setback shall be the shortest distance between the side of the main building and the side lot line. See Appendix A.

- L. Small Residential Lots: Lots with a total square footage of 3,000 square feet or less.
- M. Total Landscaped Area: Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

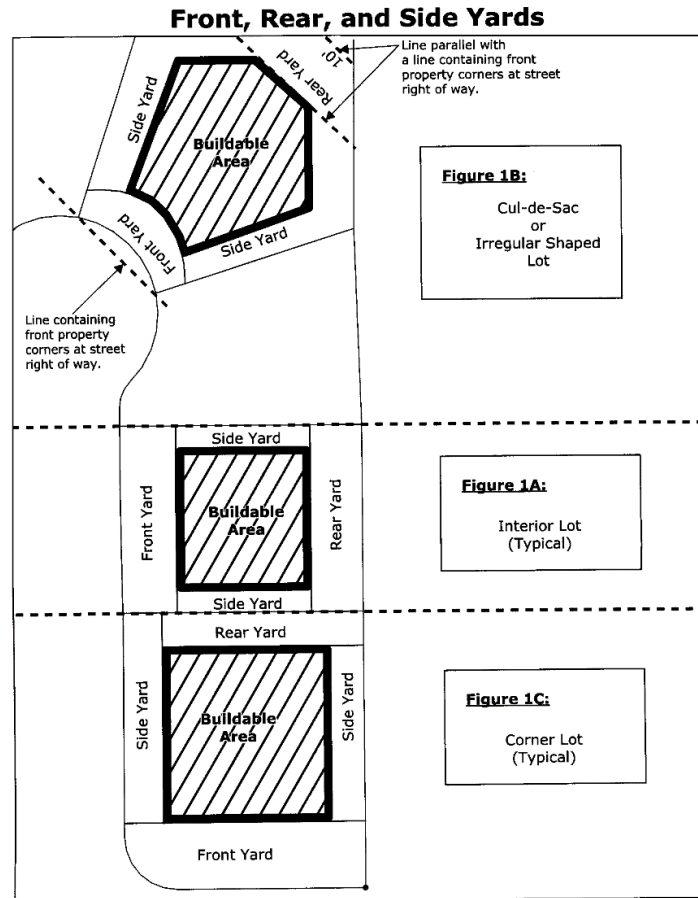
Landscaping Requirements

- A. Landscaped areas shall be provided with a Water Sense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
- B. Nonfunctional turf is prohibited.
- C. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
- D. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
- E. At least 3-4 inches of Mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping. Approved materials shall be used in areas located within a public right-of-way per EMC 17.60.090.
- F. The following requirements shall apply to single family residential properties.
 - i. Lawn shall not be installed in Park Strips, Paths, or on slopes greater than 25% or 4:1 grade, and be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
 - ii. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.
 - 1. Single family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yards is twice as large or greater as the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped area in the front and side yards.
 - 2. Small residential lots, which have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements in section i, are exempt from the 8 feet minimum width Lawn area requirement.
 - iii. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies.
- G. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the Total Landscaped Area, outside of Active Recreation Areas.
- H. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see

Paragraph F, above). Applications to receive exceptions are to be considered on a case-by-case basis.

- I. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.

APPENDIX A:





EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 12, 2022

TITLE:	PUBLIC HEARING -- Parkway Fields Phase C Preliminary Plat & Site Plan		
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:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Approve with conditions or table for revisions.

Should the Commission vote to recommend to the Council approval of Parkway Fields Preliminary Plat, Phase C and associated site plan, Staff recommends you consider making your recommendation contingent upon Developer/Development compliance with the following condition(s):

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 § 17.72.050(H); 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+. Any Commission condition(s)>.

BACKGROUND:

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 building lots and 10 common parcels on 30.76 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.

ITEMS FOR CONSIDERATION:**Preliminary Plat (EMMC § 16.20):**

The Project has been reviewed by the DRC Committee 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 Open Space 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

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, as are the housing "blocks", and, common parcel positions and dimensions.

Correspondence:

Any correspondence from agencies or the citizenry is hereto attached. Agency comments may express opinions regarding the plat and site plan application set, or, be geared towards recommending Conditions of Approval for Phase C should it be approved.

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 Commission.

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 Commission 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 Commission.

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).

Open Space & Amenities (EMMC §§ 16.35.105 & 17.25.050(l): All open space is intended to be maintained by a future HOA. Required open space area: 5.37 acres. Proposed open 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 open 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).

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 iterated 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:

ATTACHMENTS:

[Founders__Square_Parcel_Vicinity_Map.Jan_2022.pdf](#)

[Ault_Farm_MDA_Exhibit_C_-_Zoning_Map.pdf](#)

[Parkway Fields PP C 7-7-22.pdf](#)

[Parkway Fields C.Landscape & Open Spaces Plans & Open Space Pt. Worksheet.pdf](#)

[Parkway Fields Townhome Elevations.pdf](#)

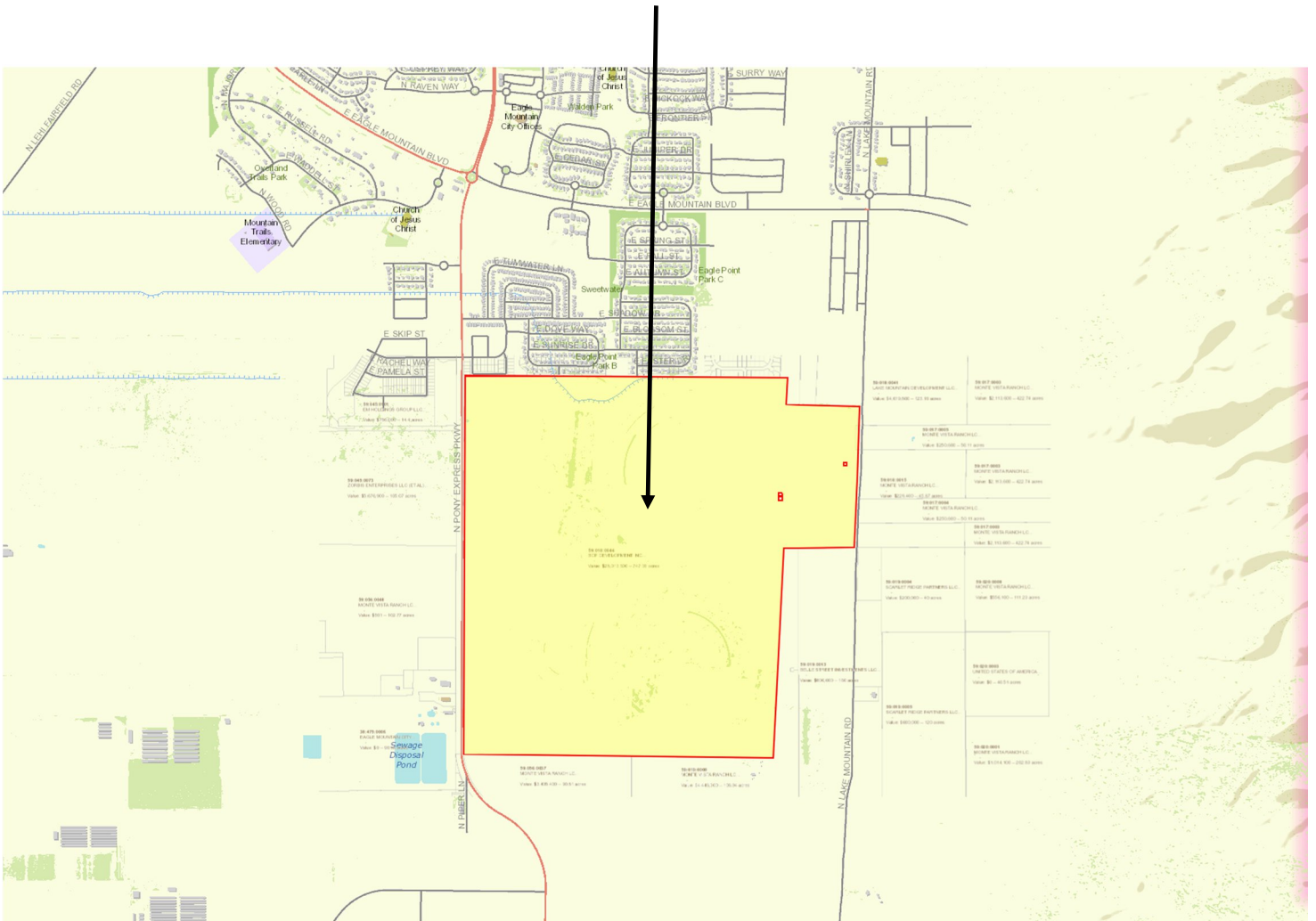
[Ault Farms MDA](#)

[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

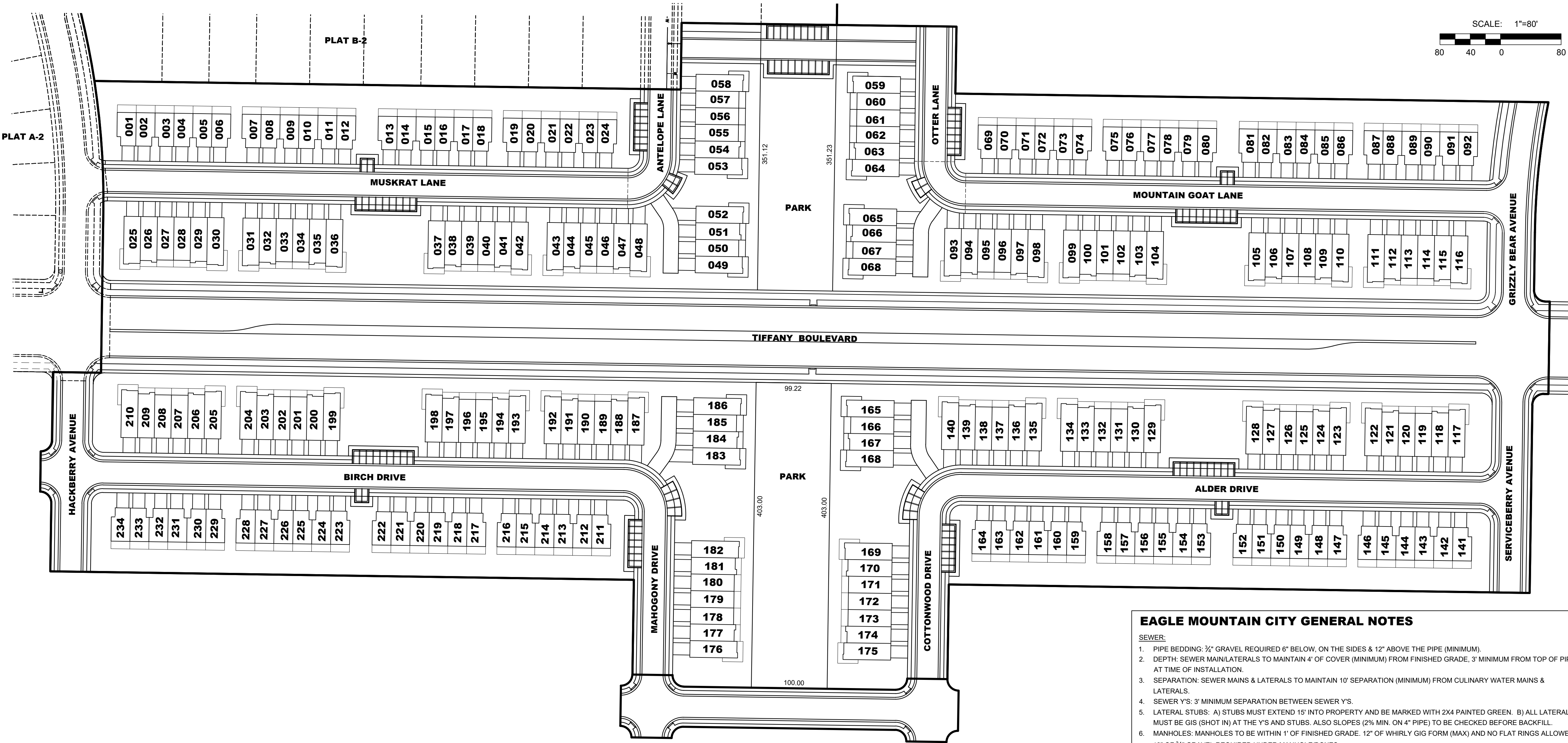
Open Space - Improved

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

WATER:

- VALVES: 1. VALVES MUST BE FLANGED TO TEES (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 3/4" 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 3/4" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND 21" INSIDE DIAMETER. WATER CAN FOR THE 1 1/2" 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: 3/4" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
- ADS: ALL ADS PIPE TO BE "HP" BRAND.
- COLLARS: COLLARS TO BE 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 3/4" 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 (3/4" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE 3/2" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 3/2" TO 3/4" DOWN FROM ASPHALT EDGE.

VICINITY MAP

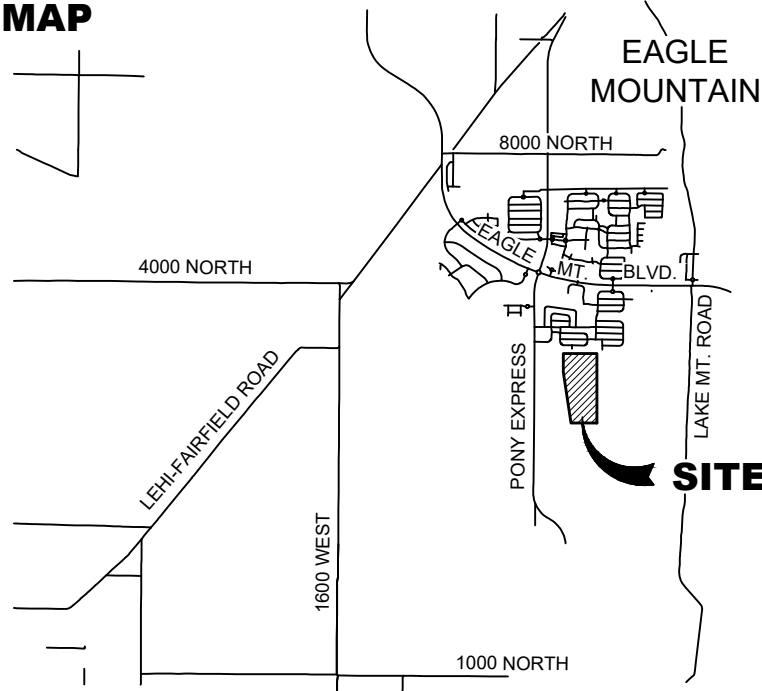


TABLE OF CONTENTS

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:

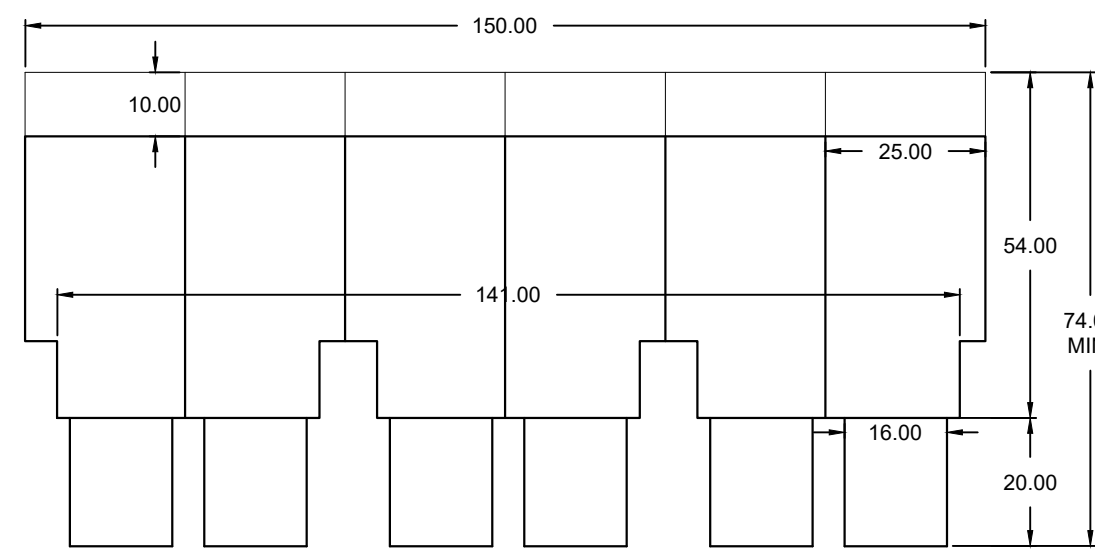
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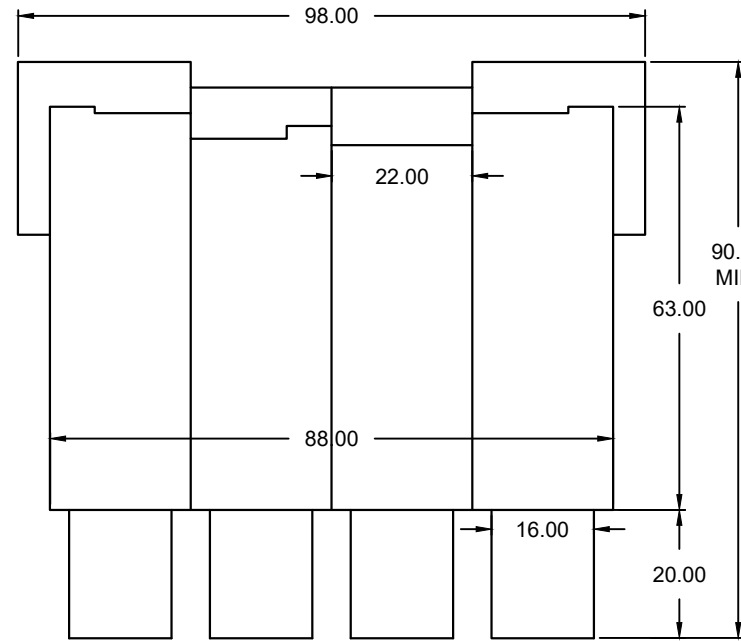
07/07/2022

SHEET

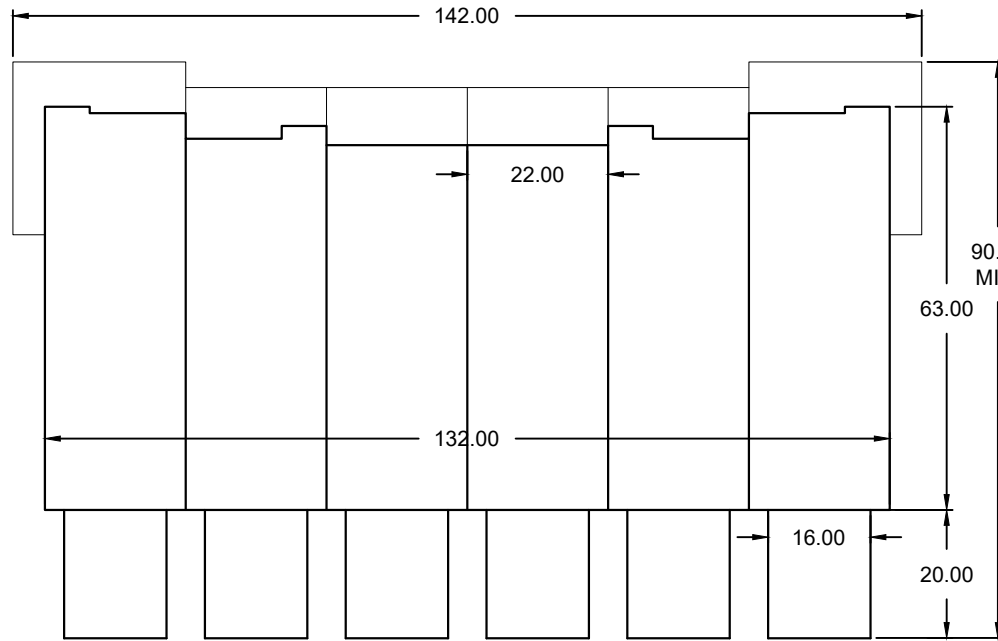
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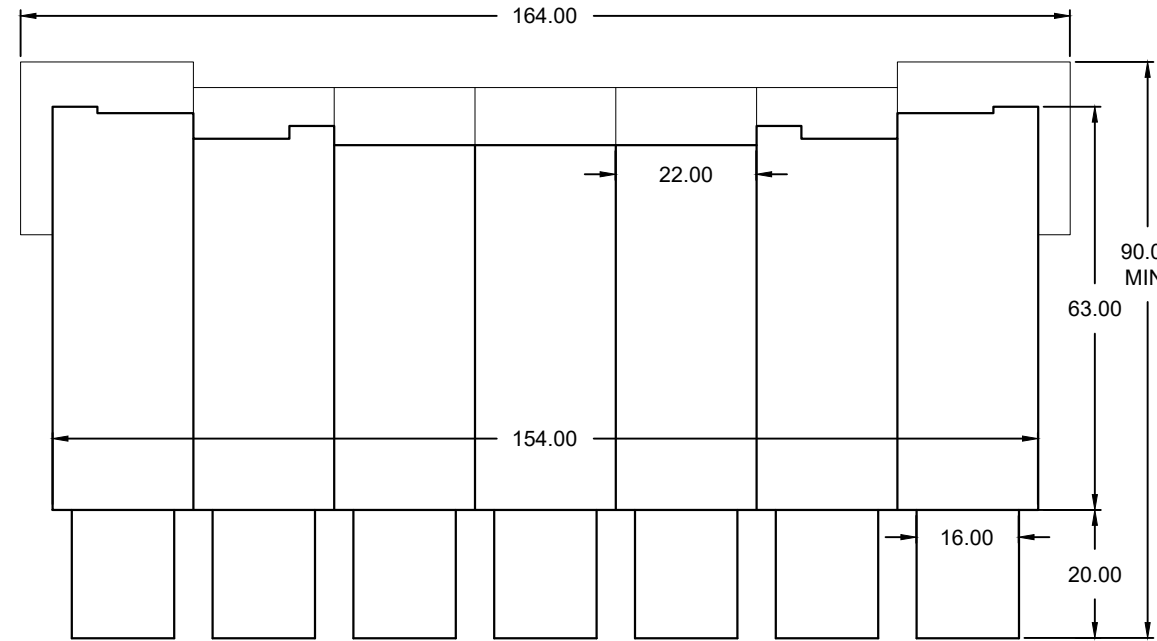
(16) FRONT LOAD BUILDING DETAILS (TYP.)



(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	

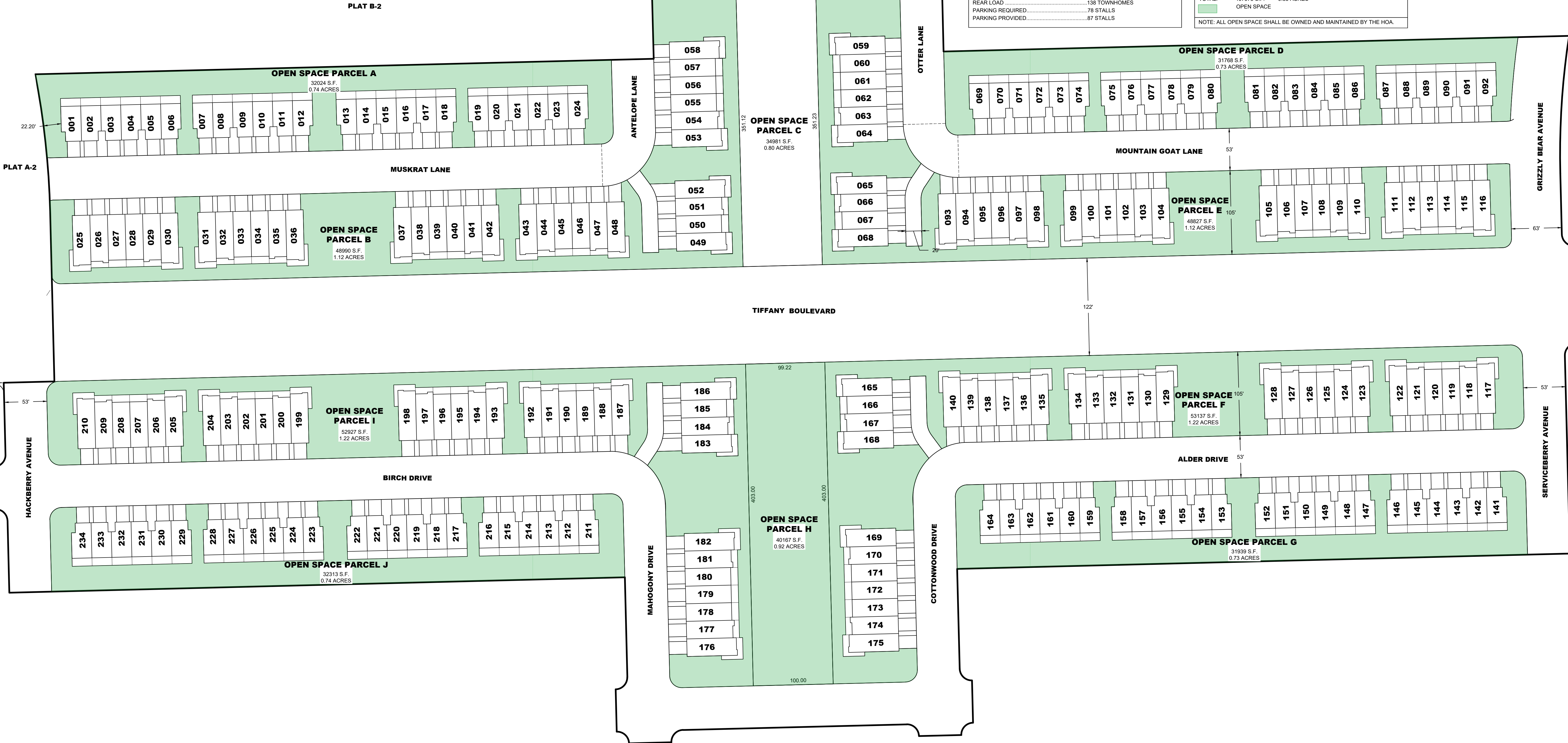
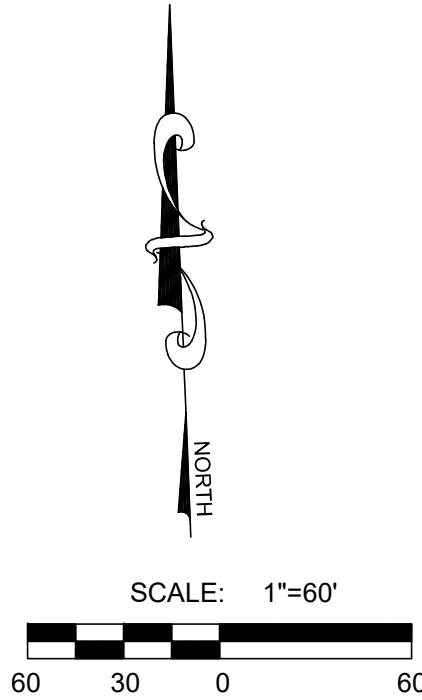
OPEN SPACE TABULATIONS

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



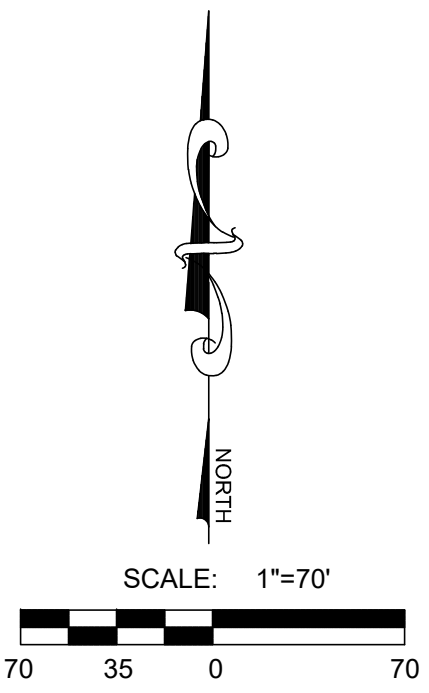
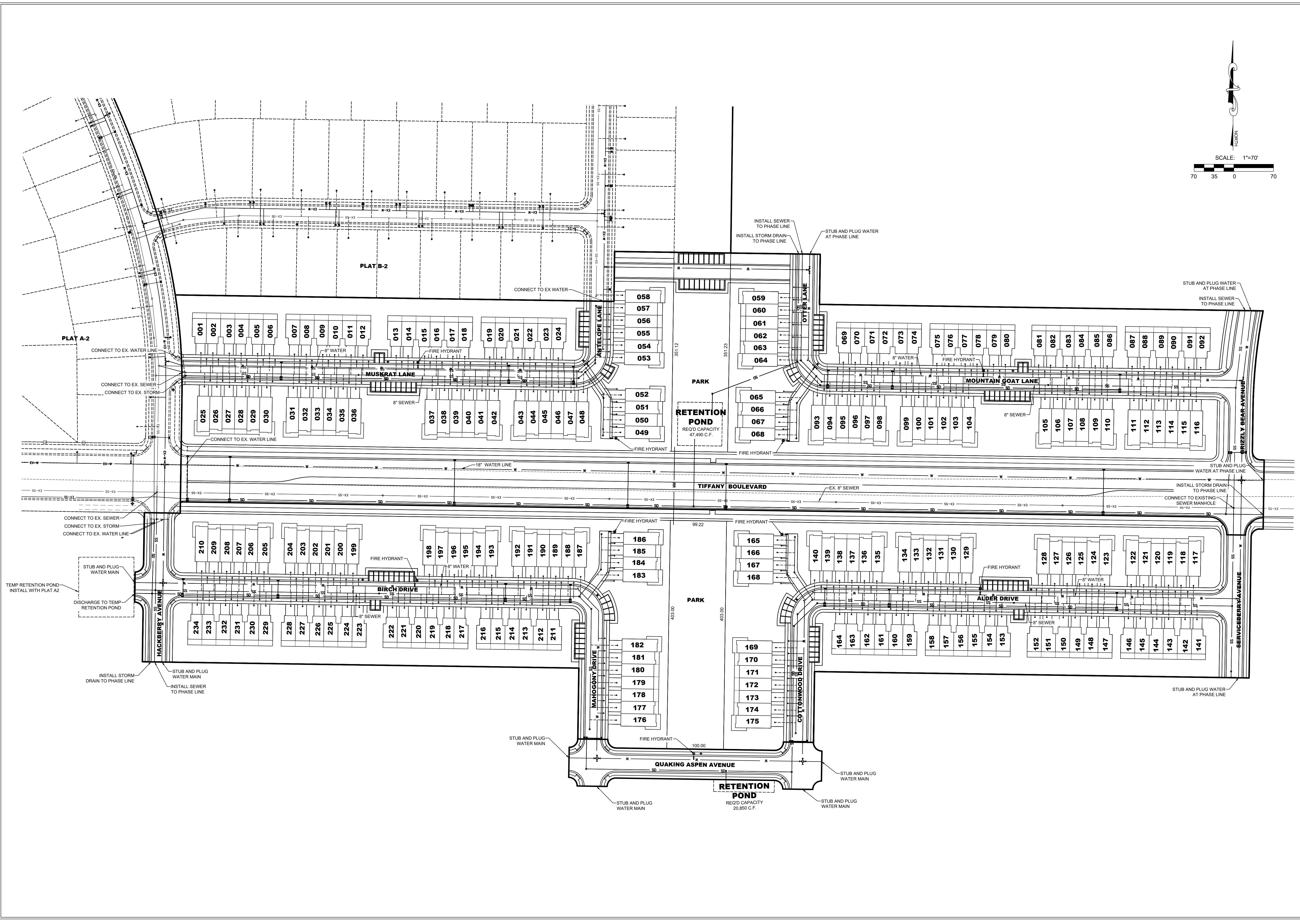
PARKWAY FIELDS PRELIMINARY PHASE C

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



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

NOT FOR
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	

A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

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Spanish Fork, UT 84660
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Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C

ELDS PRELIMINARY

GRADING PLAN

[illegible]

LEI PROJECT #:
2019-0046

DRAWN BY:
CJI

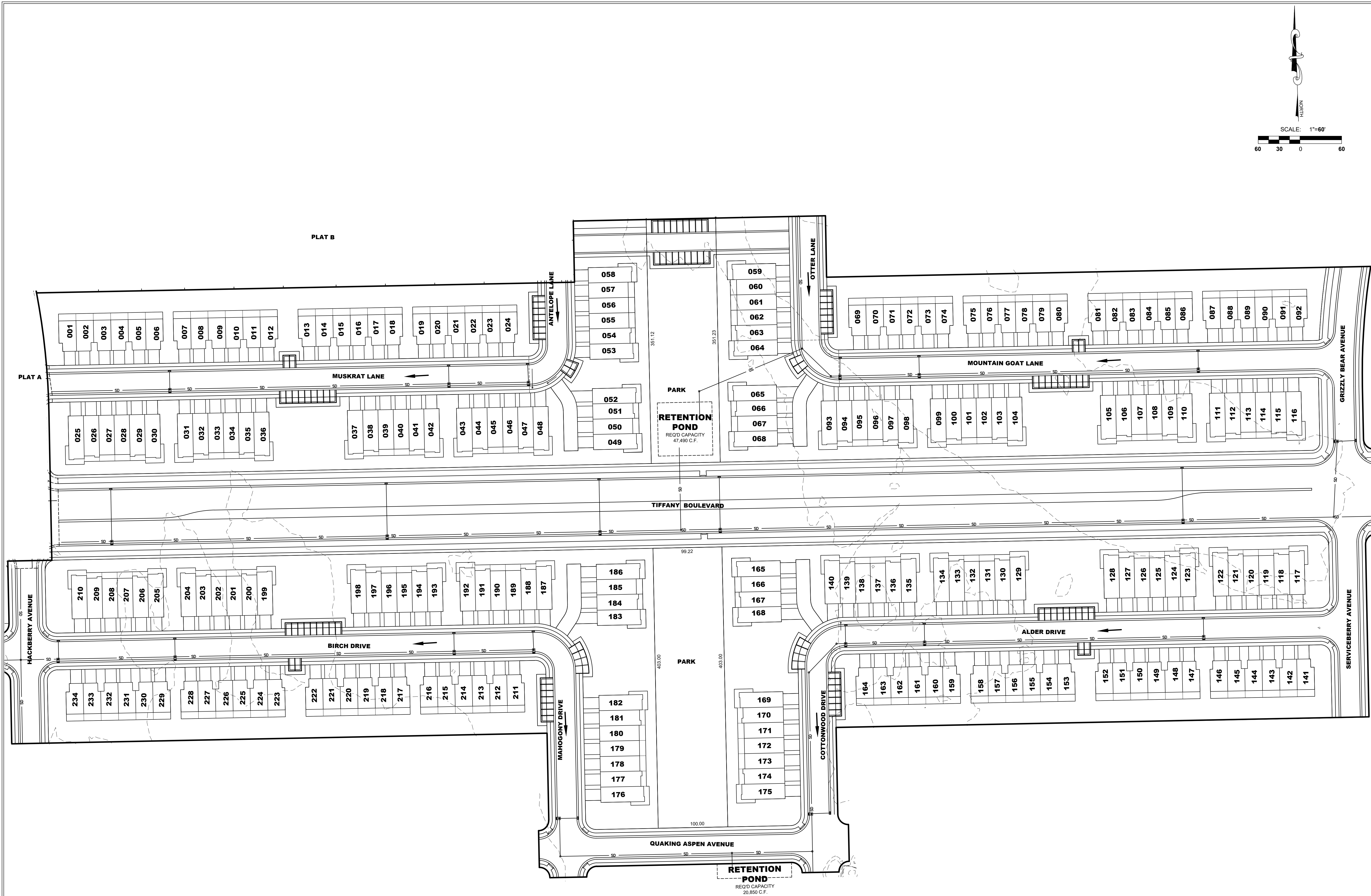
DESIGNED BY:
BCT

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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office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
PHASING PLAN /LOT PLAN

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

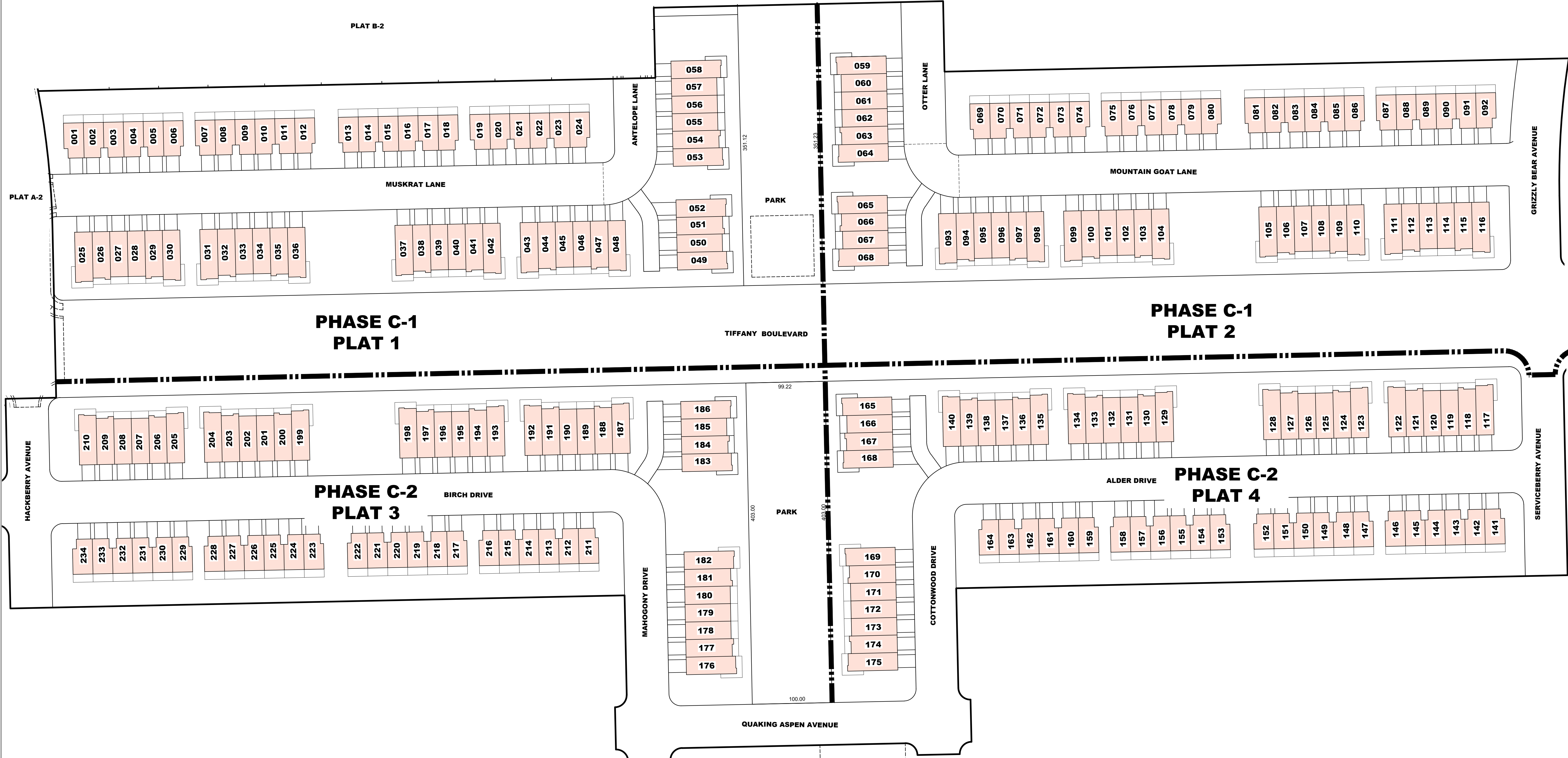
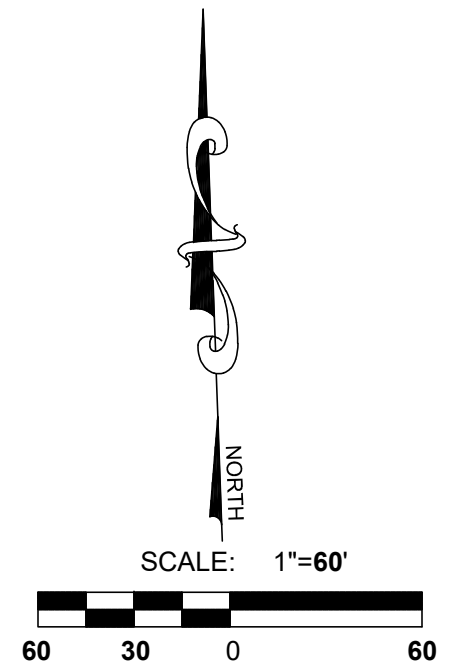
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2019-0046
DRAWN BY:
CJI
DESIGNED BY:
BCT
SCALE:
1"=60'
DATE:
07/07/2022

SHEET
501

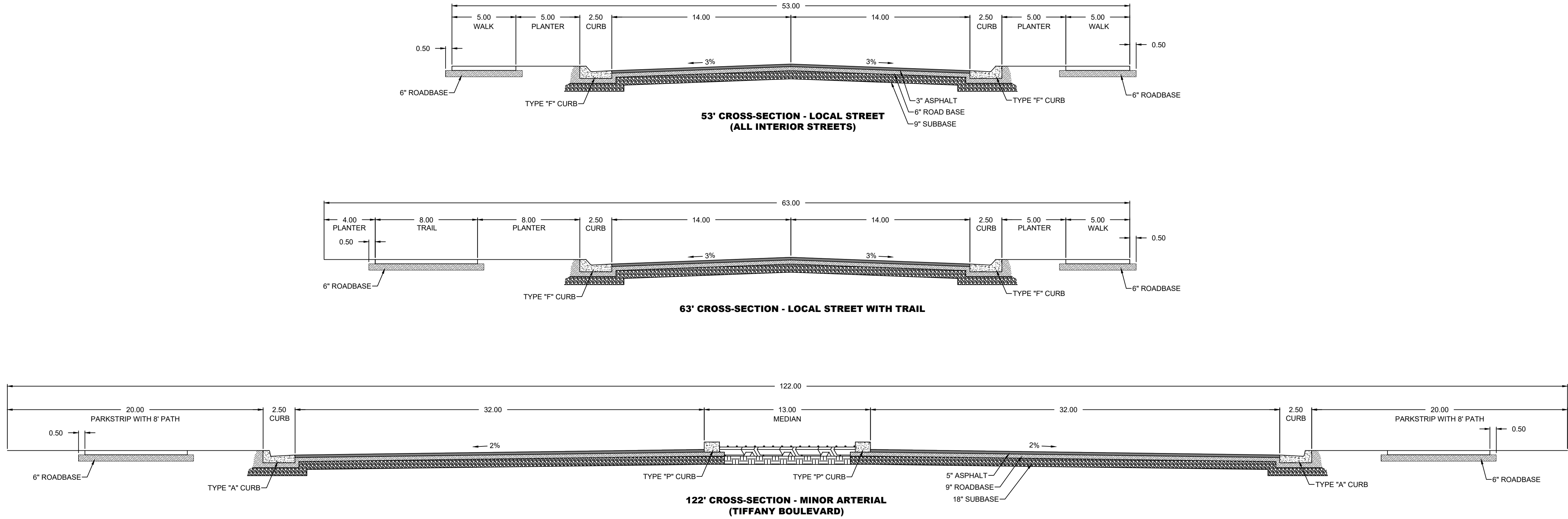
LOT TYPE LEGEND

TH (234 LOTS)

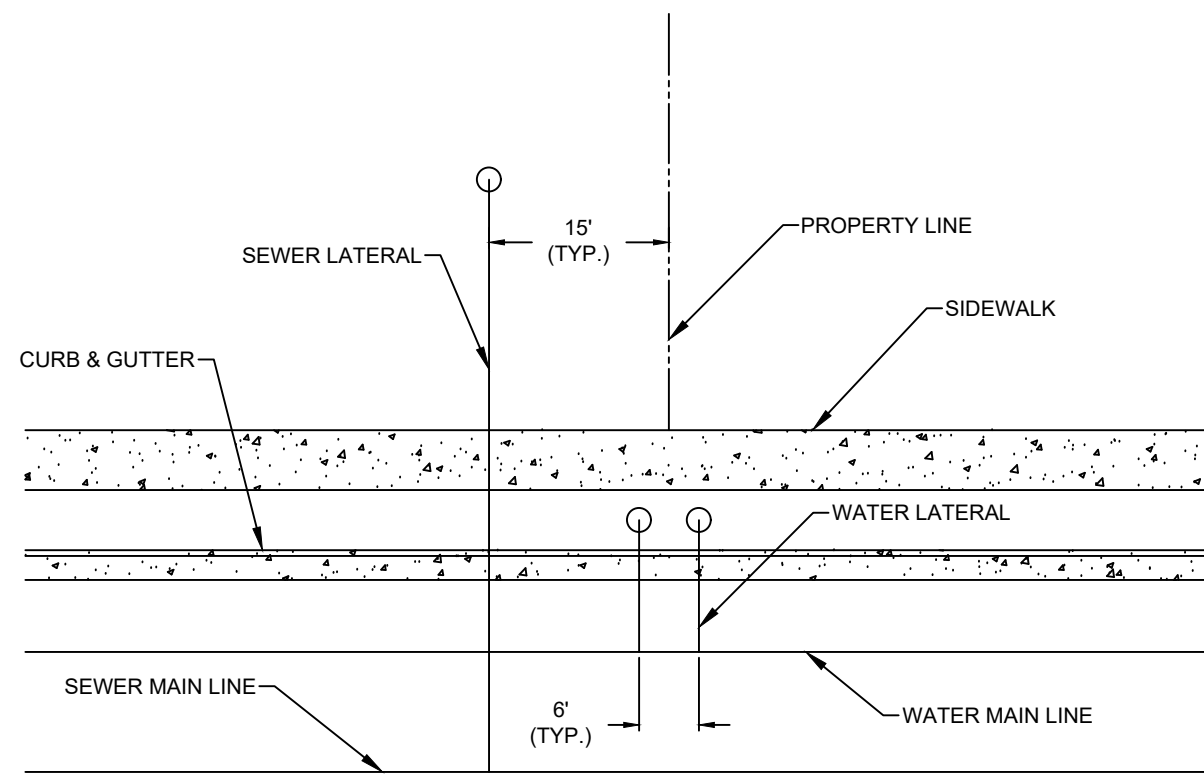
TOTAL LOTS = 234



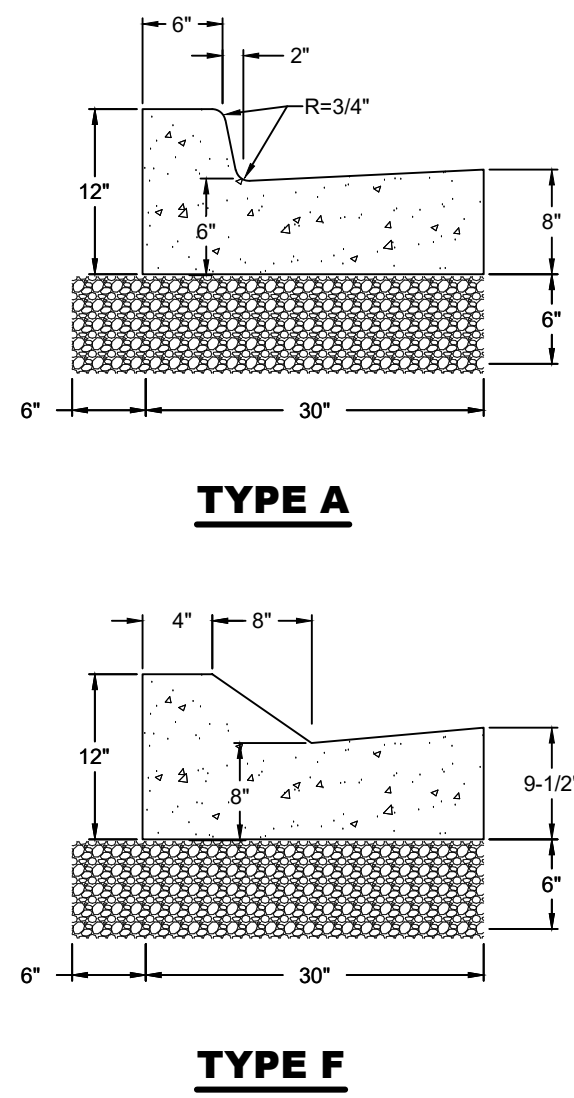
1 ROADWAY CROSS SECTIONS



3 TYPICAL UTILITY SERVICE DETAIL



2 APWA CURB & GUTTER



PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
DETAILS

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

LEI PROJECT #:
2019-0046

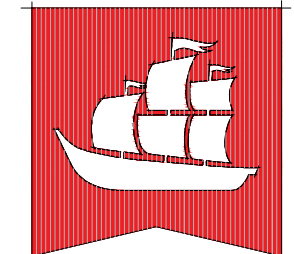
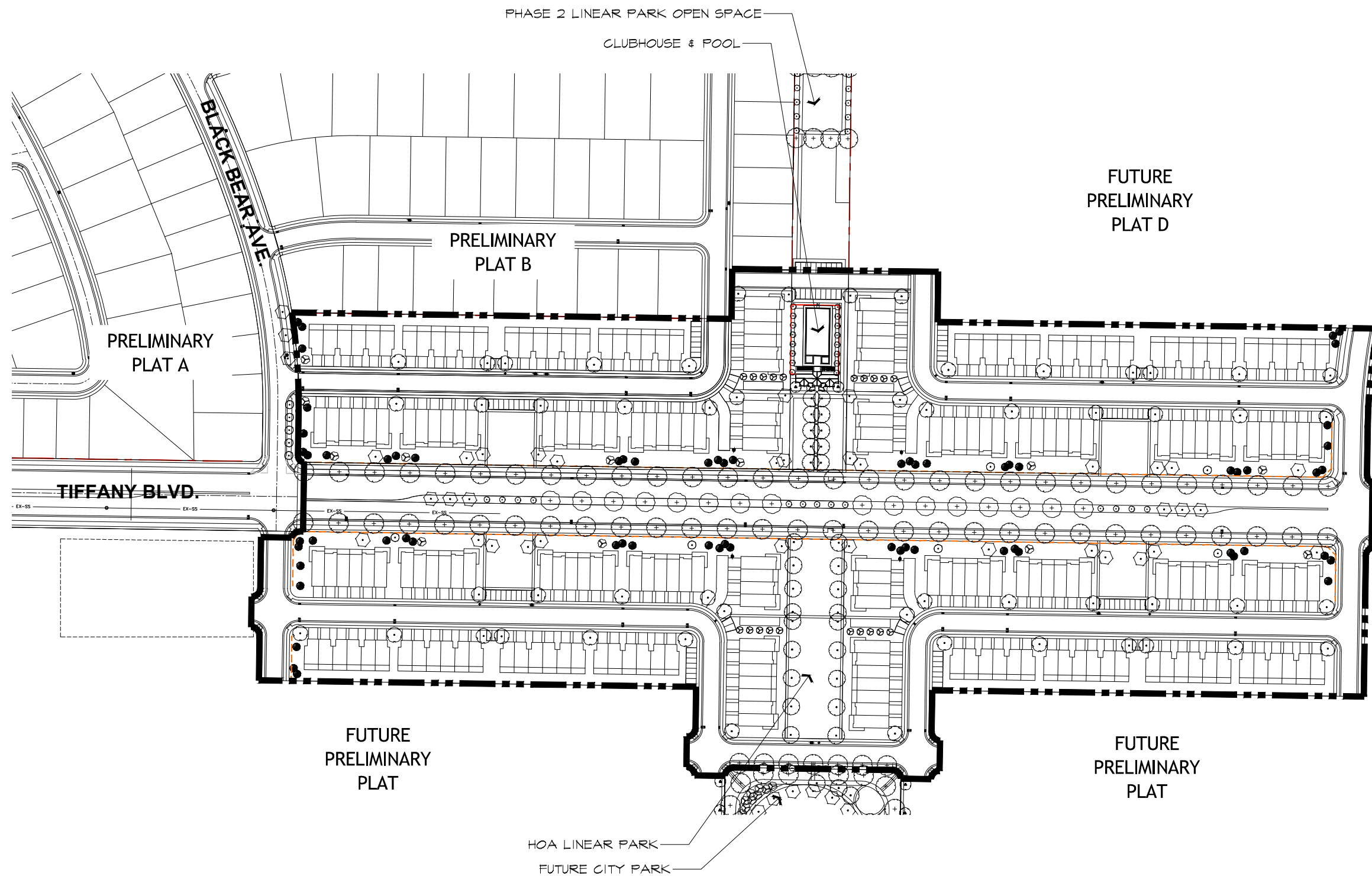
DRAWN BY:
CJI

DESIGNED BY:
BCT

SCALE:
1"=NTS

DATE:
07/07/2022

NOT FOR
CONSTRUCTION



flagship
homes

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



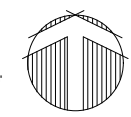
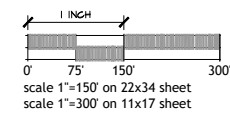
call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

PARKWAY FIELDS

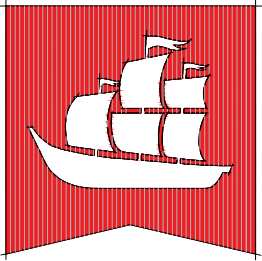
PRELIMINARY PLATS C LANDSCAPE PLANS
Tiffany Boulevard . Eagle Mountain City . Utah

M A Y 2 0 2 2

LANDSCAPE
overview



L1.0



flagship
homes

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



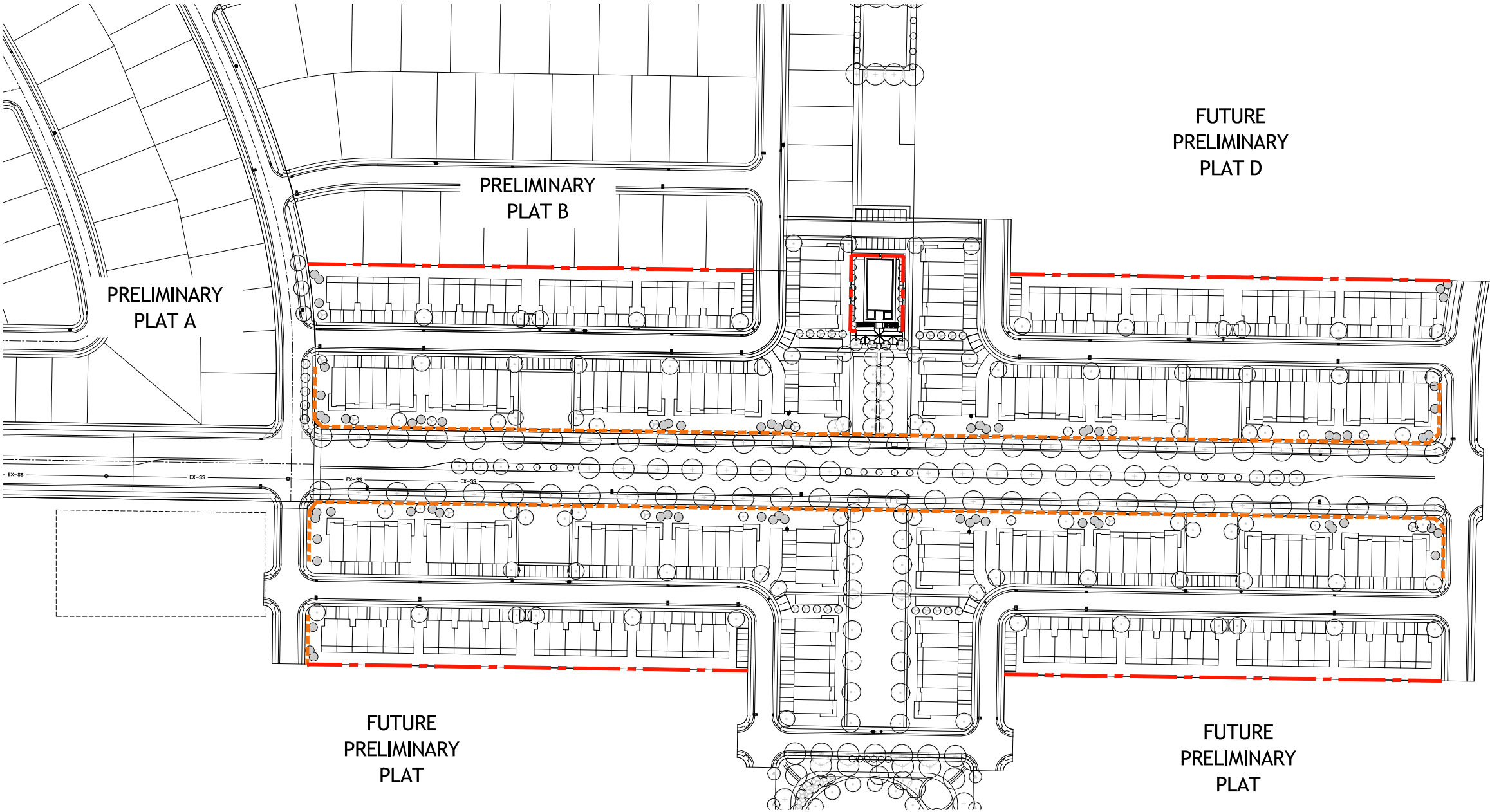
call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

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

M A Y 2 0 2 2

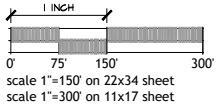
LANDSCAPE
fencing overview

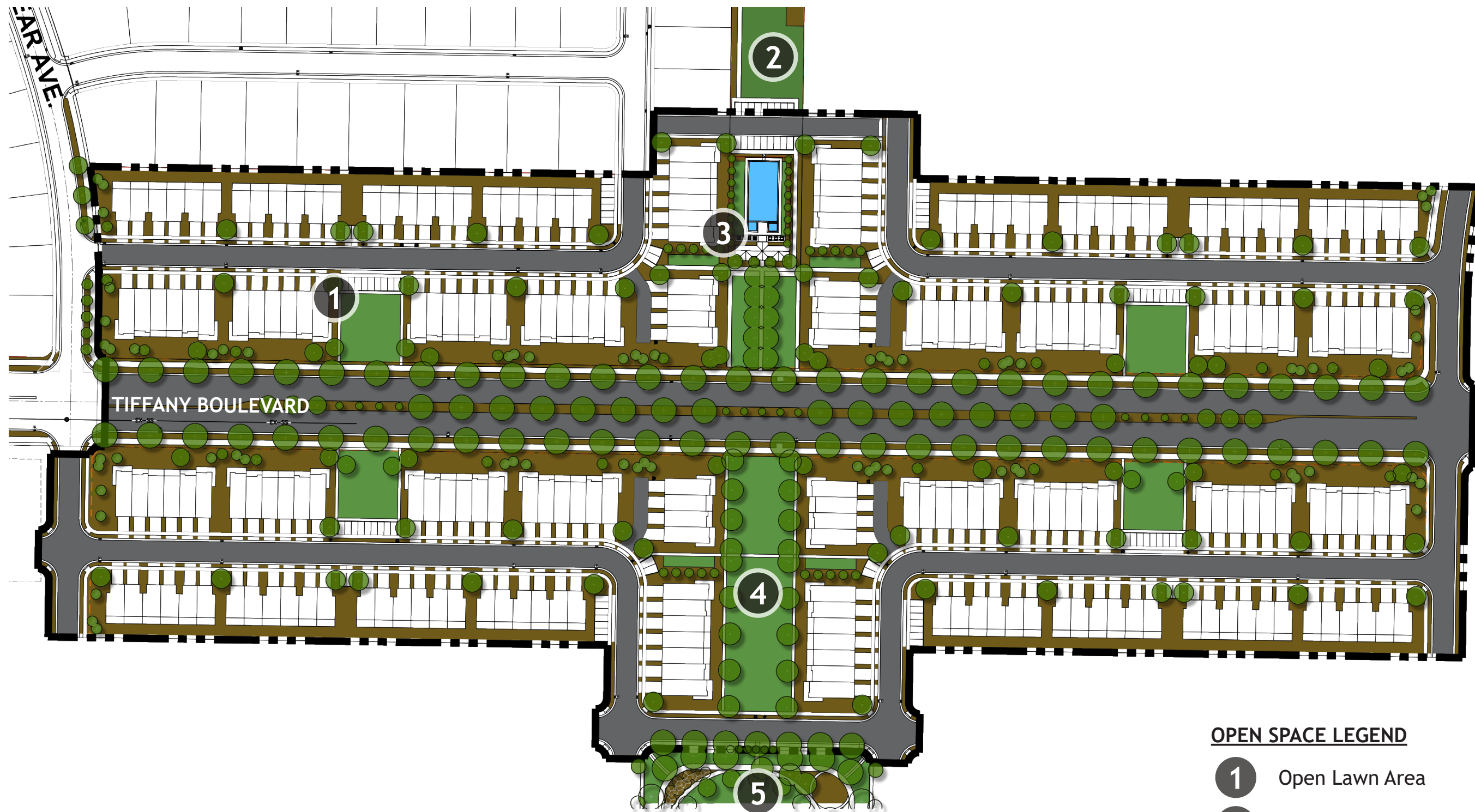
L2.0



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

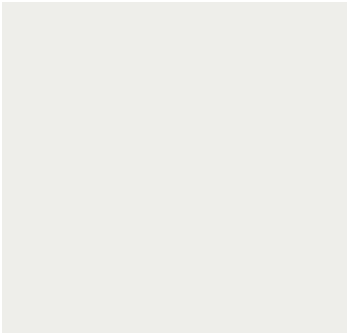
Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	1	2
Trees (5) (A majority must be shade trees)	2	176	70
Shade Structure	4	1	4
Drinking 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.

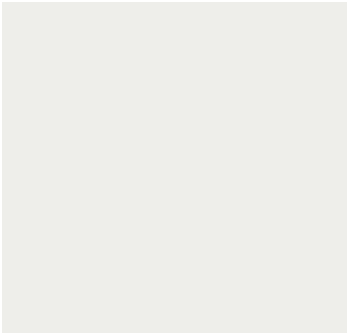




Scheme 1



Siding/Board & Bat
Snowscape White



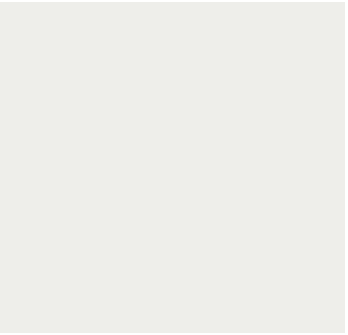
Trim
Snowscape White



Front Door
Peppercorn



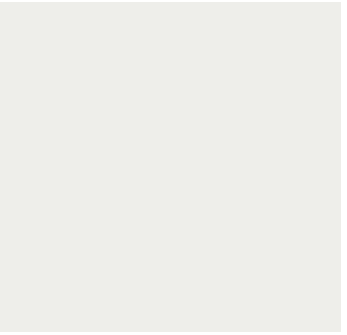
Roof
Moire Black



Garage Door
White



Soffit & Fascia
Black

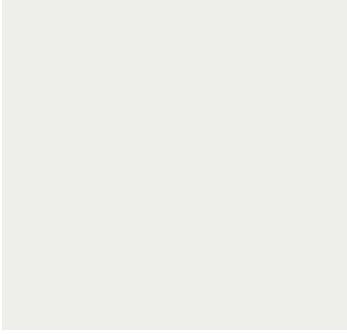


Windows
White

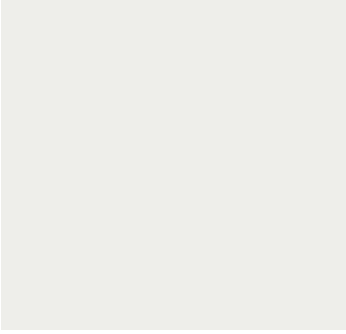
Scheme 2



Siding/Board & Bat
Tundra Gray



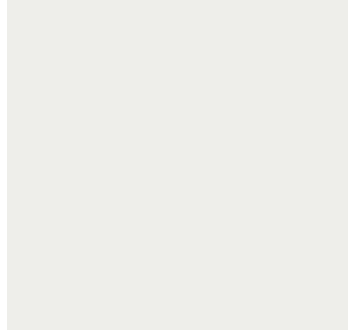
Trim
Snowscape White



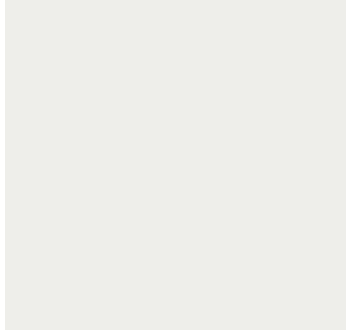
Front Door
Extra White



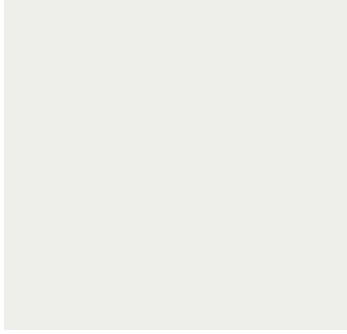
Roof
Moire Black



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

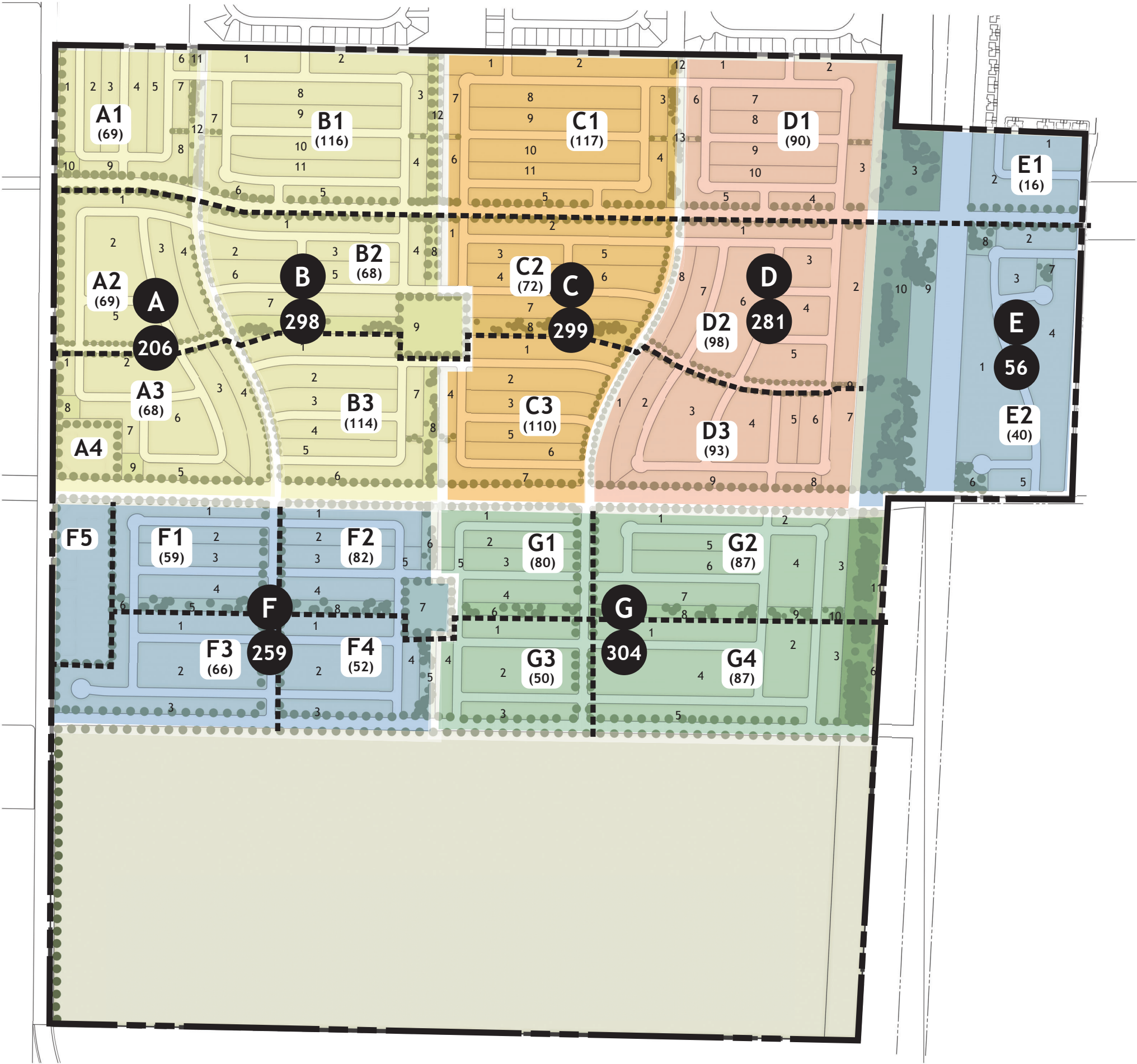
Open Space - Improved

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





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

AULI FARMS
EAGLE MOUNTAIN, UTAH

EXHIBIT G, CULINARY WATER MASTER PLAN

REVISIONS	
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LEI PROJECT #:
2019-0046

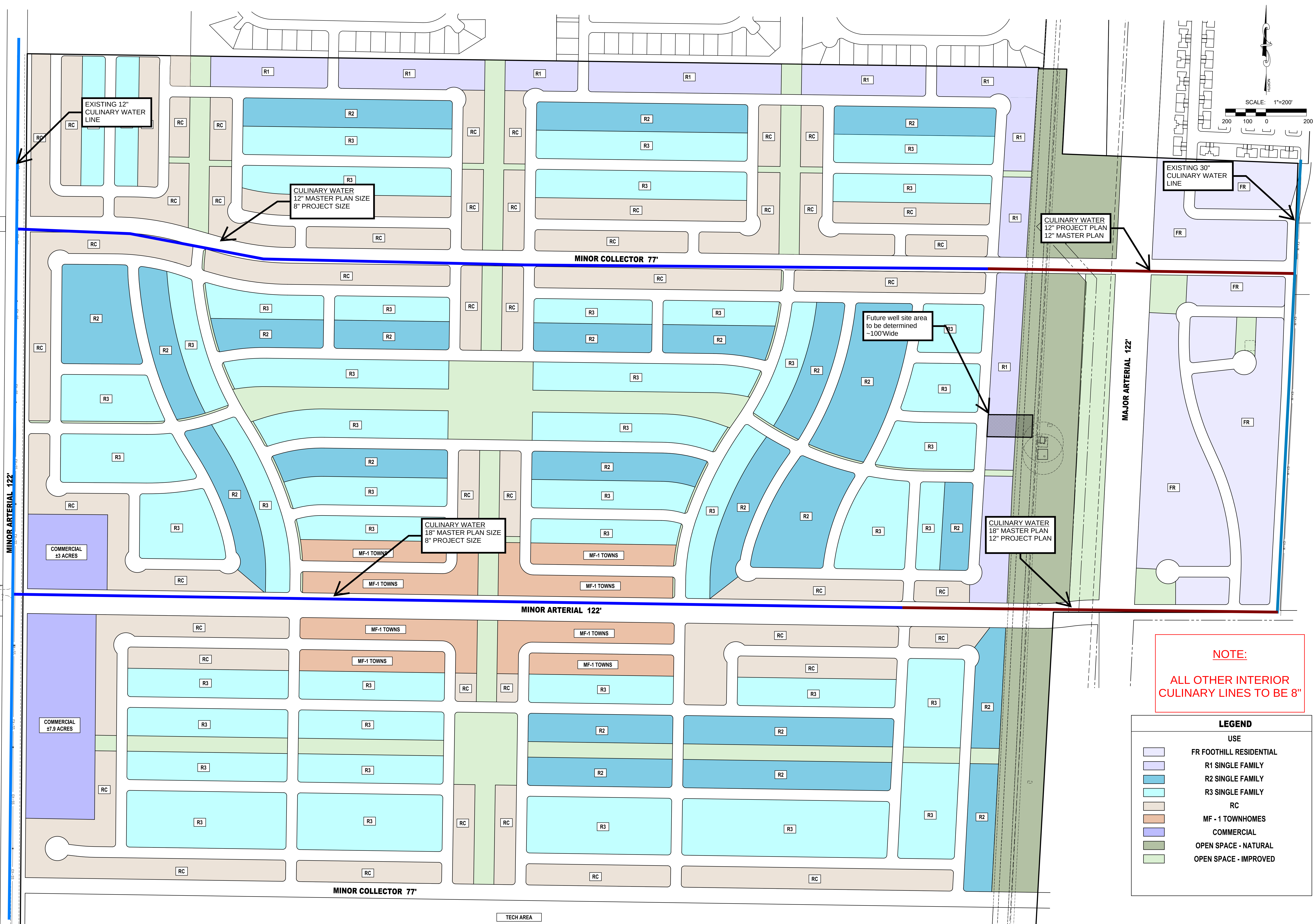
DRAWN BY:
RWH

DESIGNED BY:
GDM

SCALE:
1"=200'

DATE:
9/24/2021

EXHIBIT G





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

AULI FARMS
EAGLE MOUNTAIN, UTAH

EXHIBIT E, TRANSPORTATION MASTER PLAN

REVISIONS	
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LEI PROJECT #:
2019-0046

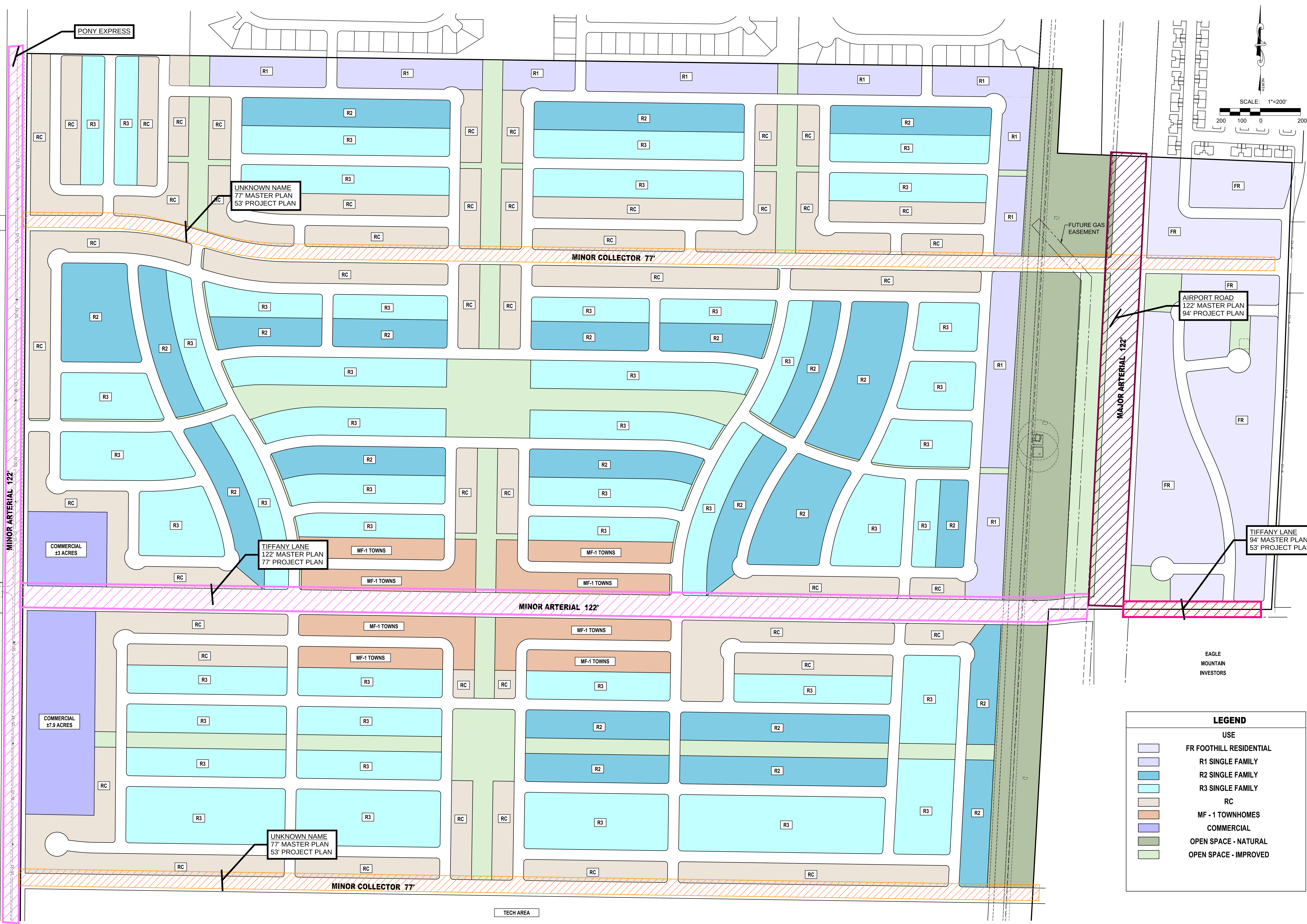
DRAWN BY:
RWH

DESIGNED BY:
GDM

SCALE:
1"=200'

DATE:
9/24/2021

EXHIBIT E

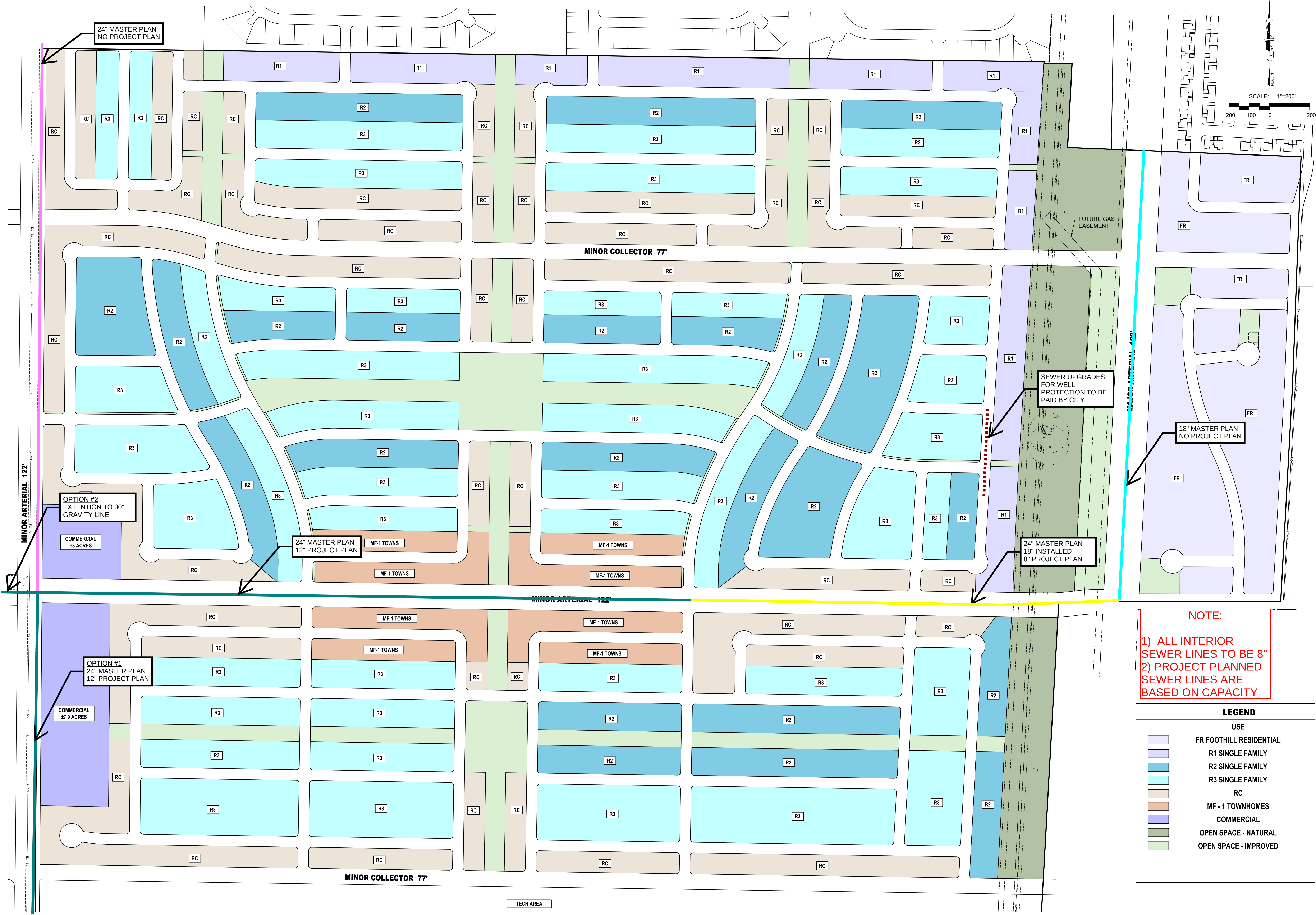
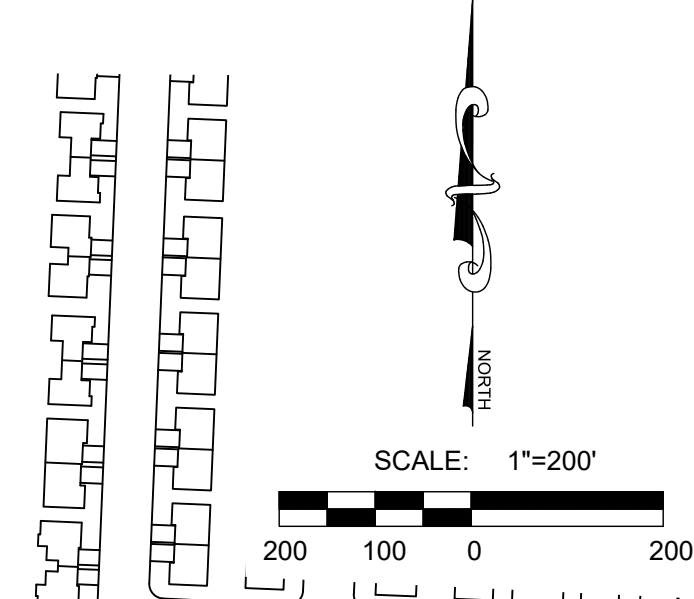




- A Utah Corporation -
**ENGINEERS
SURVEYORS
PLANNERS**

3302 N. Main Street
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Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

AULT FARMS
EAGLE MOUNTAIN, UTAH
EXHIBIT H, SEWER MASTER PLAN



NOTE:

1) ALL INTERIOR
SEWER LINES TO BE 8"

2) PROJECT PLANNED
SEWER LINES ARE
BASED ON CAPACITY

LEGEND

USE

[Light Blue Box]	FR FOOTHILL RESIDENTIAL
[Medium Blue Box]	R1 SINGLE FAMILY
[Dark Blue Box]	R2 SINGLE FAMILY
[Light Cyan Box]	R3 SINGLE FAMILY
[Light Tan Box]	RC
[Orange Box]	MF - 1 TOWNHOMES
[Purple Box]	COMMERCIAL
[Green Box]	OPEN SPACE - NATURAL
[Light Green Box]	OPEN SPACE - IMPROVED

REVISIONS	
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6	
LEI PROJECT #: 2019-0046	
DRAWN BY: RWH	
DESIGNED BY: GDM	
SCALE: 1"=200'	
DATE: 9/24/2021	
SHEET	

EXHIBIT H

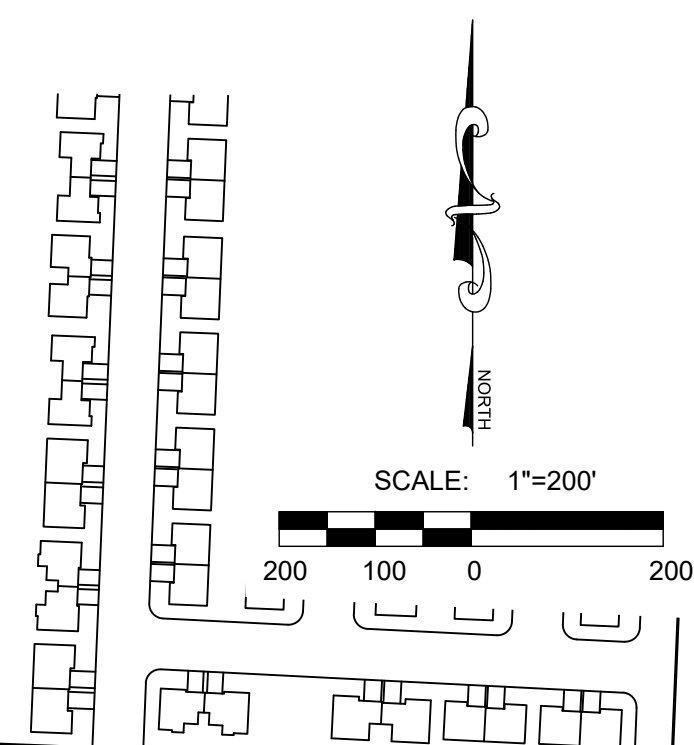
\\0 - LEI PROJECTS\2019-2020\0046 EAGLE MOUNTAIN - AULT FARMS - SEWER MASTER PLAN - 9/24/2021 10:44 AM



- 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 I, STORM DRAIN MASTER PLAN



60" MASTER PLAN
NO PROJECT PLAN

FUTURE GAS
EASEMENT

MAJOR ARTERIAL 122'

NOTE:
ALL PROJECT STORM
DRAINAGE TO BE
CONTAINED ON SITE

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

LEI PROJECT #:
2019-0046
DRAWN BY:
RWH
DESIGNED BY:
GDM
SCALE:
1"=200'
DATE:
9/24/2021

SHEET
EXHIBIT I



- A Utah Corporation -
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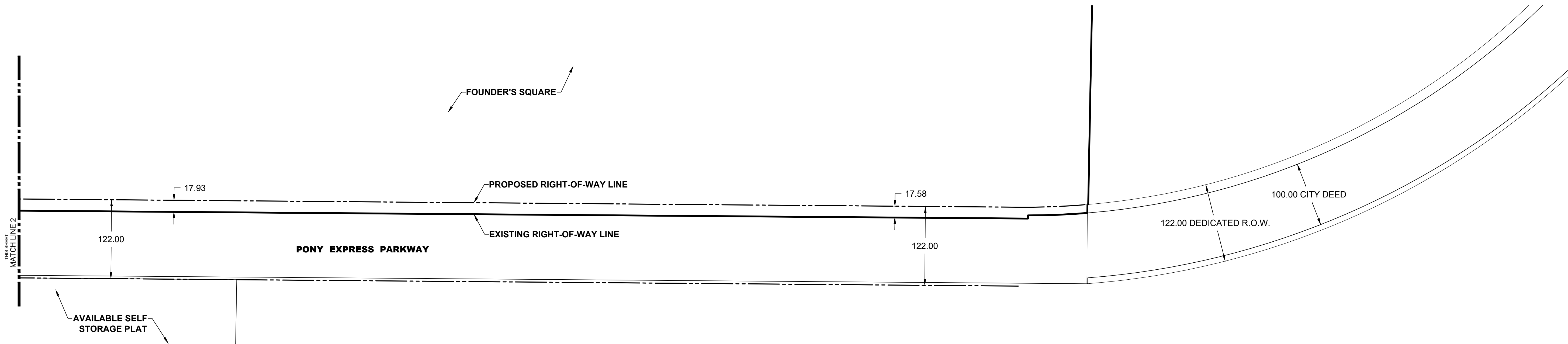
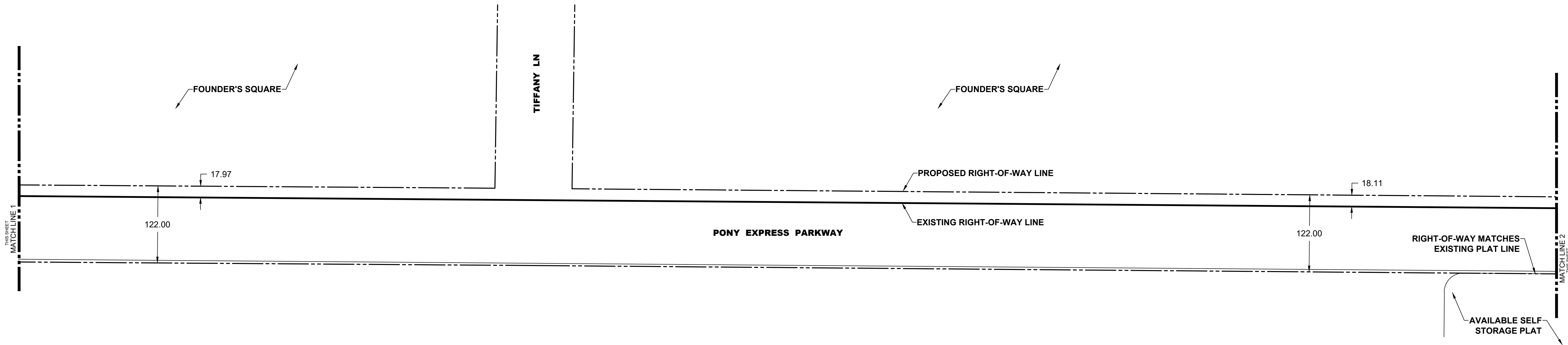
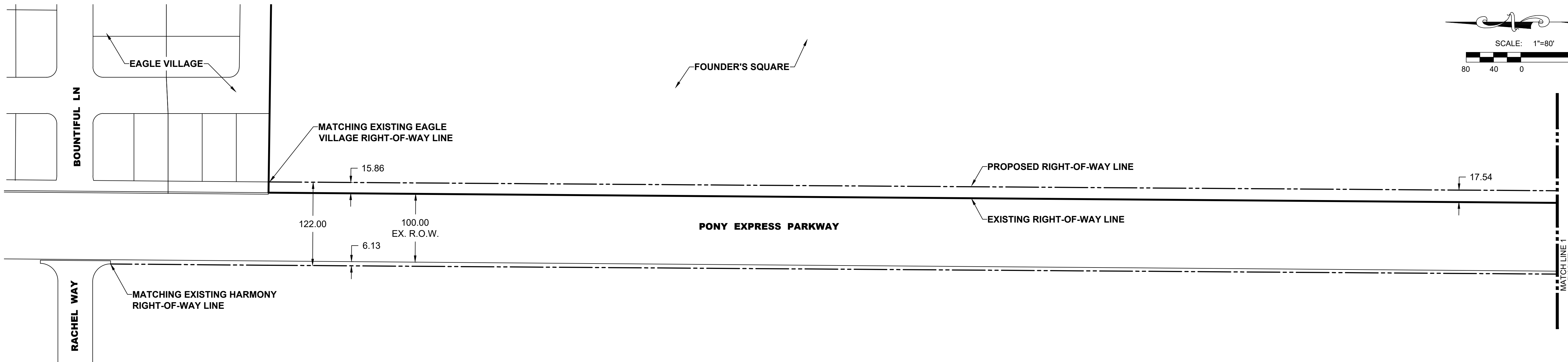
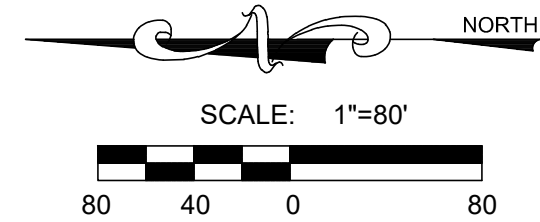
FOUNDER'S SQUARE
EAGLE MOUNTAIN, UTAH

PREPARED FOR:
PROPERTY OF:

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

LEI PROJECT #:
2019-0046
DRAWN BY:
RWH
DESIGNED BY:
GDM
SCALE:
1"=80'
DATE:
11/12/2021

SHEET
1



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**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 12, 2022**

TITLE: City Growth Update

ITEM TYPE: Discussion

APPLICANT: Staff

ACTION ITEM:

No

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

RECOMMENDATION:

ATTACHMENTS: